



**REQUEST FOR PROPOSAL (RFP)  
FOR ENGAGING SERVICE PROVIDER FOR PROVIDING PROXIMITY  
PAYMENTS FOR NPCI**

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**RFP Reference Number: NPCI:RFP:2017-18/ IT/05 dated 22.09.2017**

***National Payments Corporation of India,***  
National Payments Corporation of India  
Unit nos. 201, 301 & 302,  
2nd & 3rd Floor,  
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Goregaon east, Mumbai - 400063  
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## Disclaimer

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

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

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

## Checklist

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

1. Demand Draft / Pay Order for Rs. 5,000/- plus applicable GST @18%.
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/- (Rs. One Lakh only) towards Bid Security in Envelope 'A' - Earnest Money Deposit (EMD)
3. Eligibility Criteria and Technical Bids are prepared in accordance with the RFP document.
4. Envelope 'A' Eligibility Criteria Response.
5. Envelope 'B' Technical Response
6. All the pages of Eligibility Criteria Response and Technical Bid are duly sealed and signed by the authorized signatory.
7. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - 'A'.
8. Prices are quoted in Indian Rupees (INR).
9. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
10. 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
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
NPCI	National Payments Corporation of India
RFP	Request for Proposal in Context
PBG	Performance Bank Guarantees
SLA	Service Level Agreement

## Section 1 - BID Schedule and Address

S.No.	Description	
1	Name of Project	RFP FOR ENGAGING SERVICE PROVIDER FOR IMPLEMENTATION OF PROXIMITY PAYMENTS SOLUTION FOR NPCI
2	Tender Reference Number	NPCI:RFP:2017-18/IT/05 dated 22.09.2017
3	Date of release of Bidding Document	22.09.2017
4	Last date of submission of Pre Bid queries	06.10.2017
5	Date and time of Pre-Bid Meeting	Will inform to the bidders if applicable
6	Last date and time for Submission Bids	<b>31.10.2017 5.00pm</b>
7	Place of Bid Submission and opening of Bids	<b>National Payments Corporation of India,</b> Unit no. 202, 2nd Floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai - 400063 Phone- 022 40508500
8	Date and Time of Eligibility & Technical Bid Opening	<b>31.10.2017 5.30pm</b>
10	Name and Address for communication	Head - IT Procurement National Payments Corporation of India,  Unit no. 202, 2nd Floor,  Raheja Titanium, CTS No. 201,  Western Express Highway,  Goregaon East, Mumbai 400 063
11	Bid Related Queries	Mr. Prashant Awale Mobile: +91-8108108650 Email: prashant.awale@npci.org.in Mr. Benny Joseph Mobile: +91-8108122844 Email: benny.joseph@npci.org.in Ms. Ronnette Fernandes



		Mobile: +91-7045958845 Email: <a href="mailto:ronnette.fernandes@npci.org.in">ronnette.fernandes@npci.org.in</a> Mr. Anubhav Sharma Mobile: +91-8108186571 Email: <a href="mailto:anubhav.sharma@npci.org.in">anubhav.sharma@npci.org.in</a>
12	Bid cost	Rs.5,000/- plus applicable GST @18%
13	EMD/Bid Security	Rs.1,00,000 (Rupees One Lakh Only)

**Note:**

1. Bids will be opened in the presence of the Bidder and/or Bidders' representatives who choose to attend.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for Rs.5,000/- plus applicable GST @18%.

## Section 2 - Introduction

### 2.1 About NPCI

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of The Companies Act, 2013) with its Registered Office in Mumbai, India. NPCI was promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks. Presently 56 banks are shareholders of NPCI. Out of which 19 are Public Sector Banks (PSB), 17 Private Sector Banks, 3 Foreign Banks, 7 Multi State Cooperative Banks and 10 Regional Rural Banks.

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

### 2.2 Objective of this RFP

This bid is being issued for engaging Service Provider having the requisite competency for Implementing Proximity Payment Solutions for NPCI.

The prime objectives of this bid are:

To make available method of payments other than text and QR to the end customers, which will expedite the payment process as well reduce complaints.

The Bidder should have adequate experience as sought in the RFP to undertake the above activities.

### 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.
- The Bidders can submit the bid response at National Payments Corporation of India, Unit no. 301, 3<sup>rd</sup> Floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai - 400063 along with non-refundable amount of Rs.5,000/- (plus GST @ 18%) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai. This RFP document is non-transferable and cost of RFP document is non-refundable.

### 2.4 Due Diligence

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

and may result in rejection of the bid. Also the decision of NPCI on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned during/after the final declaration of the successful Bidder.

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

## **2.5 Ownership of this RFP**

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

## Section 3 - Scope of Work

### 3.1 Introduction:

UPI has been launched in August 2016 and today NPCI has approx.5 Lac approved transactions taking place on a daily basis on UPI via Bank PSP Apps and/or BHIM. BHIM was launched in Dec 2016 and contributes to around 50% of payments happening on UPI.

Remote and Proximity payments in UPI are currently done only by entering the VPA or scanning a QR within the App or a web site, which limits the possible methods in which payment can be made.

Banks have been implementing various proximity payment solutions in their existing non UPI apps but have not been able to extend it to their UPI apps as there are no standardization set and the current implementation limits them to work with their own PSP apps only.

We have been getting requests from various proximity payment players on taking their products and having them embedded within NPCI library or environment and/or certified by NPCI to be implemented within BHIM App or other UPI Apps.

### 3.2 Terms of Usage

The bidder will be required to provide an undertaking to grant NPCI with the following rights for the proposed solution:

1. The successful bidder should provide the proximity solution to NPCI on a free usage basis.
2. There should not be any restrictions on the number of users, transactions or installations by NPCI.
3. The successful bidder is not expected to get into a commercial arrangement with banks for a P2P scenario.
4. The Bidder should provide support and maintenance for minimum of Five years after implementation of the proximity solution.
5. Solution should not be restricted to a particular configuration of selected hardware platform, operating system and database.

#### **Benefits of proximity payments:**

**1. Ease of Payments:** In the current scenario the UPI user needs to either select or type the payment address be it Virtual private address or account number + IFSC or Aadhaar number for initiating either a pay or a collect type of transactions. Using proximity payments the payment details can be transferred digitally to the receiver/sender as the case may be without the need to enter or select the recipients address.

**2. Reduction in Manual errors:** It has been observed that unintentionally the wrong payment address is entered by the payer/payee leading to an increase in complaints,

using proximity payment this concern would be taken care of as the payment details are transferred instead of keyed in.

**3. Additional method of payment:** The customer is given a choice to a number of payment methods instead of typing the payment address for money transfer.

### **Current Approach to payments:**

UPI apps including BHIM have gained popularity since the demonetization and there has been a constant increase in the volumes since then, however the method of payment today is restricted to app, web site & QR where the payment address needs to be keyed or scanned for doing a payment.

### **Challenges in Current process:**

The current process is limited to payment via text or scanning a QR. There are instances where the wrong payment address is entered and the payment reaches the unintended person.

### **3.3 Detailed Scope of Work**

To encourage customers to use the UPI products more efficiently, NPCI is keen to have a varied robust payment methods in place and accordingly requires the Bidders participating in the Bid to adhere/implement proximity payment Solutions for the following platforms/channels:

1. Android
2. iOS
3. Feature phones (if supported)
4. Windows
5. Other OS platforms.

### **Solution:**

The Bidders need to develop a solution for proximity payments where the mechanism for transfer could be anyone of the below however **not limited** to the following.

1. Sound
2. Tone
3. NFC
4. RFID
5. UHF
6. Location based payments

The Bidder/solution provider would need to have a fair understanding on UPI and also would need to provide solutions which addresses the below concerns as well.

a) Multiple VPAs configured.

b) Storage of VPA

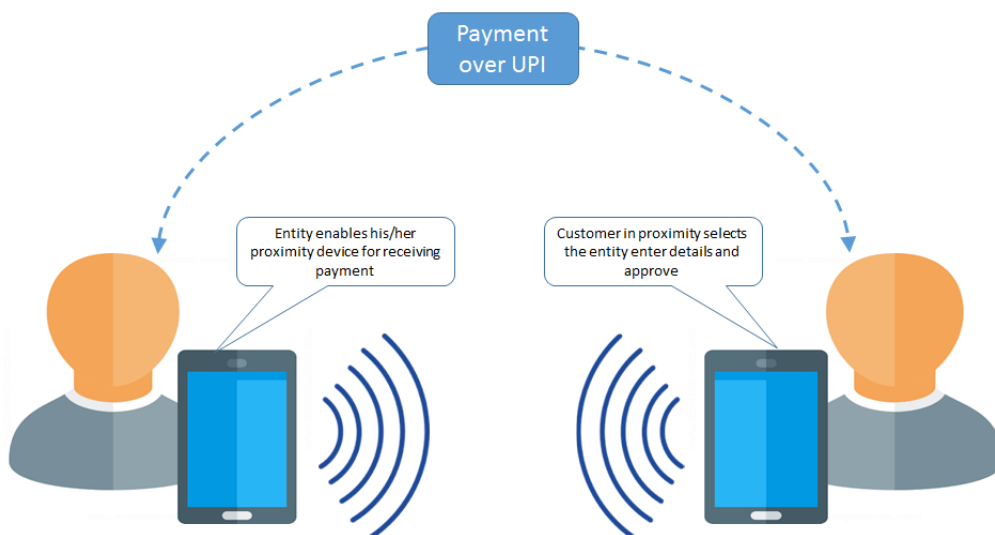
c) Functioning of proximity payments in case the app is not launched & battery optimization.

d) Payments between un-intended devices.

### Suggestive Flow:

Broad level transaction flows for Phone to Phone and Phone to Merchant flow is mentioned below.

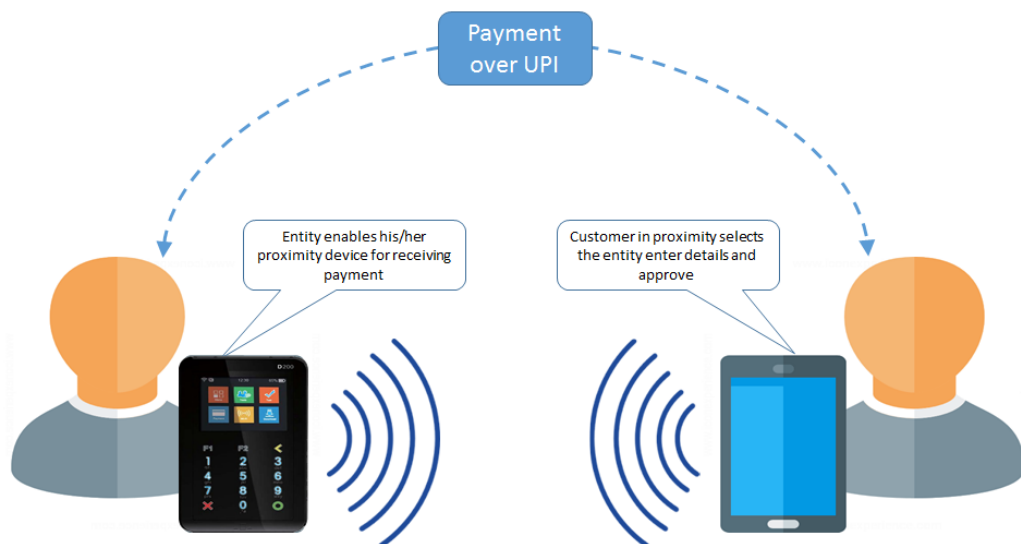
#### Phone to Phone Transaction Flow



#### Sample P2P Scenario

1. Payer and Payee launch their UPI app and select the proximity payment option.
2. Payee enters the amount and brings the phone in proximity of the Payer.
3. VPA and amount gets transferred to the Payer's device
4. Payer enters his/her UPI PIN and the transaction is completed.
5. Both Payer and Payee are intimated on the transaction status.

## Phone to Merchant transaction flow (mPOS)



1. Customer, selects the proximity payment option on his app and brings his phone close to Merchant device
2. Merchant enters the amount and selects proximity payment option. The amount and merchant VPA is transferred to the customer's phone.
3. Customer receives payment details, enters the PIN and the transaction is done.

### Pre-Requisites:

1. The solution should be patented.
2. The solution should be developed on open source platforms.
3. The solution should be using non-proprietary protocols
4. The solution should be able to integrate with third party APIs as provided by NPCI, IVR etc.
5. The solution should be able to give statistics and other reporting information as to how many people have used the particular protocol and the success ratio etc.
6. The solution should be able to capture relevant data in the database.
7. The solution should be secure and use the best encryption methods.
8. The solution should provide for both Smart phone enablement & Feature phone enablement.

9. The solution should provide for flexibility in terms of deployment, integration, and plug n play.
10. Solution could be in the form of an SDK / jar / API etc. which could provide for easier integrations.
11. The size of the enablement should be a max of 2MB.
12. The solution should cater to any other integration which NPCI thinks is relevant for making the solution comprehensive.
13. NPCI reserves the right to select a successful bidder from each category (for eg: NFC, sound etc.) for proximity payment.
14. The Successful bidder should be willing to work on a POC with NPCI and/or other banks shortlisted by NPCI.
15. The successful bidder is expected to give the solution on a free usage basis to NPCI with an unlimited use conditions and is not expected to get into a commercial arrangement with banks for a P2P scenario,
16. For a P2M arrangement, the commercial model is left to the discretion of the bank and the successful bidder.

For the abundant clarity of this Clause the words Solution as specified herein above, shall mean, refer and include **proximity payment solution**

## Implementation Criteria

- The Successful Bidder responsible for the implementation of proximity payment solution must be available at NPCI office/NPCI data center on a short notice for support services.
- The deployment of the proximity payment solution with procurement of relevant licenses within NPCI premises shall be done within the timelines as shall be conveyed by NPCI to the Bidder(s) from at the time of deploying the proximity payment solution.

## Project Plan & Schedule

The kickoff meeting shall be held with the successful Bidder and relevant stakeholders of NPCI, post grant of the Bid as per the process laid down herewith. The successful Bidder shall be required to submit the detailed project plan and requirement document post the kickoff meeting, which will include all the requirements, such as defined timelines for each stage of implementation, technical specifications of proximity payment solution, functional specifications of proximity payment solution, proposed hardware and software licenses with DR Solution, backup solution, project lifecycle details, workflow, etc. It would be signed off by relevant stakeholders in NPCI.



## Post Implementation

### On-site Training

The Bidder shall provide (a) One time onsite full-time training for 10 days to NPCI and member bank personnel at the location mutually agreed upon, in three batches of maximum 15 participants in each batch, and shall train them on the overall workflow of the developed solution; (b) One time training to the backend teams of NPCI like Technology, Cloud, Network etc. on technical aspects of the proximity payment solution. The Successful bidder shall make all arrangements and would bear the cost for providing training. The training shall inter alia, cover software training on the proximity payment solution / technology used etc. The instructions and operations manual shall also be provided to NPCI and member banks attending the training. Training and course schedule will be decided mutually between the Successful Bidder and NPCI.

### Technical support

The bidder shall provide five years technical support to address, analyze and fix any technical glitches/bugs within the existing features including change management. This would start after successful go-live and subsequent signoff by NPCI Stakeholders. The scope of technical support includes rectification of errors within the already developed solution. Any changes would be incorporated in form of change requests.

### **3.4 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 Pre-requisite:

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in this RFP. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the eligibility criteria will not be considered for further evaluation.

### 4.2 Eligibility Criteria:

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. Bidder not meeting the **Eligibility Criteria** will not be considered for further evaluation. The invitation for **Engaging Service Provider for Implementing Proximity Payments Solution for NPCI** is open to all Bidder who qualify the Eligibility Criteria as given below:

1. The Bidder should be a Company registered under the Companies Act/ Partnership / LLP since the last three years.
  - a) In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.
  - b) In case the Bidding Company 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 3 years as on the date of submission of bid.
2. The Bidder should have minimum annual turnover of INR 50 million during each of the three financial years (2014-15, 2015-16 and 2016-17) or calendar years 2014, 2015, 2016 or Bidder's financial years.
  - a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
  - b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

3. The Bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. (2014-15, 2015-16 and 2016-17) or calendar years 2014, 2015, 2016 or the Bidder's financial years.
  - a. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
  - b. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
4. The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
5. The Bidder should have full-fledged office/branch at Mumbai with the required expertise and resources to support timely service for activities within the scope of work.

#### **4.3 Eligibility Criteria Response Sheet**

The Bidders should complete the Eligibility Criteria Response Sheet as given in Annexure - H.

Failure to provide the desired information and documents may lead to disqualification of the Bidder.

## Section 5 Instruction to Bidders

### A. The Bidding Document

#### 5.1 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 Bidder's 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 2 separate envelopes, Envelope A & B.

#### 5.4 Clarification of Bidding Documents and Pre-bid Meeting

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

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

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

Replies to all the clarifications, modifications received through mail and email will be shared with the Bidders on 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 advised to the bidder via e-mail. Addenda would 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 in which to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on NPCI's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

## **B. Preparation of Bid**

### **5.6 Bid Price**

Prices would be exclusive of GST and fees whatsoever. The bidder and NPCI shall meet the requirements of the Goods & Services Tax (GST) rules and regulations.

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

The Bidder is required to deposit Rs.1,00,000 /- (Rupees One Lakh only) in the form of a Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

### **5.8 Return of EMD**

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

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

### **5.9 Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / proposal before furnishing Performance Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.

- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution/award of the Purchase Order / contract. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

### **5.10 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 holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

### **5.11 Extension of Period of Validity**

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

### **5.12 Format of Bid**

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

### **5.13 Signing of Bid**

The Bid shall be signed by the Bidder or 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 initialized by the Bidder or person or persons signing the bid.

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

The bid shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to this RFP/ subsequent Purchase Order / the contract.

Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure G) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

## C. Submission of Bid

### 5.14 Envelope bidding process

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

Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as 'Request for Proposal (RFP) for Engaging Service Provider for Implementing Proximity Payments Solution for NPCI.'

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

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

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

### 5.15 Contents of the 2 Envelopes

#### Envelope A - Eligibility Bid

The following documents shall be inserted inside Envelope A:

- 1 Bid Cost in the form of Demand draft/Pay order
- 2 Bid Earnest Money in the form of Demand Draft - Annexure A1 **OR** Bid Earnest Money in the form of Bank Guarantee - Annexure A2
- 3 Bid Offer form (without price) - Annexure B
- 4 Bidder Information - Annexure C
- 5 Declaration of Clean Track Record - 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 along with supporting documentary proof for each criterion as stipulated.
- 10 Last three years audited Balance Sheet and Profit and Loss Statements.
- 11 RFP document duly sealed and signed by the authorized signatory on each page
- 12 All necessary supporting documents
- 13 Non-Disclosure Agreement-O

#### Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

1. Section 10 - Technical Requirements duly completed - Annexure J
2. Client Reference - Annexure K
3. Customer references & detailed experience of developing proximity solution for BFSI

### **5.16 Bid Submission**

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

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

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

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

### **5.17 Bid Currency**

All prices shall be expressed in Indian Rupees only.

### **5.18 Bid Language**

The bid shall be in English Language.

### **5.19 Rejection of Bid**

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

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

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

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

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

### **5.21 Extension for submission of Bid**

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



## 5.22 Late Bid

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

## 5.23 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no modification or withdrawal thereof is permissible. No further correspondence will be entertained on this, since any further correspondence is liable to disqualify the Bidder and his Bid.

No Bid will be modified after the deadline for submission of Bids.

## 5.24 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/this RFP without assigning any reason whatsoever. NPCI also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

## 5.25 RFP Abandonment:

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

## 5.26 Bid Evaluation Process:

The Bid Evaluation will be carried out in 2 stages:

**Stage 1 - Envelope A:** Eligibility Criteria will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility will be considered for further evaluation.

**Stage 2 - Envelope B:** Technical bids of those bidders who qualify the Eligibility Evaluation Criteria will be evaluated.

**NPCI will continue with the processes for bid evaluation and selection of successful bidder even if only one bid is received or only one bid qualifies after technical evaluation.**

## 5.27 Contacting NPCI

From the time of Bid opening to the time of grant of the award, if any Bidder wishes to contact NPCI for seeking any clarification any matter related to the Bid, it should do so in writing by seeking such clarifications 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 only the Eligibility i.e. Envelope 'A' will be opened.

Stage 2 - In this second stage, the Technical Bids i.e. Envelope 'B' will be opened.

### 6.2 Opening of Envelope 'A' - Eligibility bids

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

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity Card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder or Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

The bidder's representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

### 6.3 Opening of Envelope 'B' - Technical bids

NPCI will open Technical bids (Envelope 'B') of bidders who qualify in the evaluation of eligibility criteria in the presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in the intimation issued by NPCI for the purpose.

The representatives of the Bidder have to produce an authorization letter from the Bidders/ Identity Card to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.

The bidder's representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

Scoring model will be used for evaluation of successful bidder. The minimum score for qualifying Technical Evaluation will be 70 In case three bidders are not qualified then NPCI reserves the right to reduce minimum required score by 10.

## Section 7 - Bid Evaluation

### 7.1 Preliminary Examination of Technical 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 in its sole and absolute discretion 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 Evaluation of Technical Bids

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

- a) Compliance to Technical Specifications as specified in the RFP duly supported by documentary evidence will be evaluated in detail.
- b) Technical skill set of the resources available, availability of customer support personnel etc., would be considered.
- c) Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- d) Compliance to the scope of work.
- e) NPCI may interact with the Customer references submitted by bidder, if required. To assist in the examination, evaluation and comparison of bids NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) NPCI may advise the bidders to make presentations on their proposals.

### 7.3 Scoring Matrix

The scoring of the bidder will be done basis the below indicative parameters but not limited to.

Description		Score
<b>Technical Evaluation Part - A</b>		<b>70</b>
1	Patent	
2	Maximum protocols covered	
3	Lightweight component/Size	
4	Secure transmission of information Over the air and on rest	
<b>Technical Presentation - B</b>		<b>30</b>
1	Domain Knowledge and Expertise	
2	Solution Presentation	
3	Project Implementation Schedule	
<b>Total Score of Parts - A and B</b>		<b>100</b>

Minimum Score for a Bidder to qualify the technical evaluation should be 70. In case of at least 3 bidders not meeting the minimum qualifying score, it will be reduced to 60.

### 7.4 Successful Evaluated Bidder

The bidders who will qualify the aforesaid eligibility criteria and achieved minimum technical score (70 out of 100), will be shortlisted. The shortlisted bidders should submit POC at their own cost and all the internal expenses related travelling lodging & Boarding etc. of NPCI employees will be borne by NPCI. Based on the results of POC NPCI reserves the right to empanel one or more bidder for providing proximity solution. NPCI also reserves the right not to empanel any of the bidders if none are found suitable.

## Section 8 - Terms and Conditions

### 8.1 Notification of Award/Purchase Order

After selection of the empaneled vendors 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 empaneled Bidders.

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

### 8.2 Acceptance of Purchase Order

- Within 5 days of receipt of Notification of Award /Purchase order the successful Bidder shall accept the Notification of Award/Purchase Order.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.
- Upon the successful Bidder accepting the Notification of Award /Purchase Order and signing the contract, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any

### 8.3 Performance Bank Guarantee

The Successful bidder shall, within 14 working days of receipt of Notification of Award /Purchase Order, submit a Performance Bank Guarantee (PBG) of Rs. 5 lacs, valid for 5 years, 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 is not in a position to submit the PBG for any reason, the successful bidder has to submit a Demand Draft drawn in favour of NPCI for equivalent amount or electronically transfer equivalent amount for credit in NPCI's account. Details of the NPCI's bank account will be furnished on request.

### 8.4 Taxes and Duties

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

Prices shall be exclusive of GST. The bidder and NPCI shall meet the requirements of applicable Goods & Services Tax (GST) rules and regulations. NPCI State wise GST details are as under:

- Maharashtra: 27AACCN9852G1Z5
- Telangana: 36AACCN9852G1Z6
- Tamilnadu: 33AACCN9852G1ZC
- Delhi: 07AACCN9852G1Z7

## 8.5 Terms of Delivery

The solution shall be delivered within 3 Months of receipt of the Notification of Award /Purchase Order. Acceptance certificate should be signed by NPCI and the bidder

## 8.6 Penalty for default in delivery

If the successful bidder does not deliver the solution, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty

- a) If the Bidder does not deliver Goods/service/product as per the delivery schedule, or such authorized extension of delivery period as may be permitted in writing by, NPCI shall impose a penalty at the rate of Rs.10,000 each week's delay up to a maximum of Rs.1,00,000.
- b) In the case of delay in compliance with the Order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order.
- c) Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

## 8.7 Warranties and support

Bidder will provide warranty and support for a period of 5 years from the date of implementation of proximity solution.

## 8.8 Service level Agreements and Penalty for breach in SLA

In case of not meeting up with agreed SLA terms successful bidder will have to pay a penalty which will be equivalent to the total amount of transactions for which SLA has been breached in production.

## 8.9 Deliverables

Successful bidder will ensure development and integration of proximity solution with in stipulated time with five year warranty and support

## 8.10 Confidentiality

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

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

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

The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.

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

### **8.11 Indemnity**

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

Indemnity would include 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.

### **8.12 Bidder's Liability**

The selected Bidder will be liable for all the deliverables.

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

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

### **8.13 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 customization / implementation / installation beyond the specified period as set out in the Notification of Award/Purchase Order before acceptance of the product;
- or,

ii. Serious discrepancy in the quality of service/ functionality of software expected during the implementation, rollout and subsequent maintenance process.

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 conceals or suppresses material information.

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

- a) For Convenience: NPCI by written notice sent to Bidder may terminate the Notification of Award /Purchase Order in whole or in part at any time for its convenience giving Three months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the Notification of Award /Purchase Order is terminated and the date upon which such termination become effective.
- b) For Insolvency: NPCI may at any time terminate the Notification of Award /Purchase Order by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.
- c) For Non-Performance: NPCI reserves its right to terminate the Notification of Award /Purchase Order 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.

#### **8.15 Force Majeure**

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or 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 be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

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



Notwithstanding the provisions of the RFP, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Notification of Award /Purchase Order/contract is the result of Force Majeure.

If force majeure situation arises, the successful bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the successful shall continue to perform its obligations under contract as far as possible. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

#### **8.16 Resolution of Disputes**

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

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

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

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

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

The Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable

to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this 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..

#### **8.18 Legal Compliances**

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

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

#### **8.19 Compliance with Labour Law.**

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

any dues, compensation or cost from Bidder and deducts it from its outstanding subsequent bills.

### **8.20 Intellectual Property**

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

### **8.21 Statutory Compliance**

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

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

### **8.22 Applicable Law and Jurisdiction**

The RFP, Purchase Order and Contract to be executed between NPCI and successful Bidder shall be governed and interpreted in accordance with the laws of the Union of India and shall be subject to exclusive jurisdiction of courts at Mumbai, India.

### **8.23 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.

## 8.24 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 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.

## 8.25 Governing Language

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

## 8.26 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

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

BIDDER’s address for notice purpose :( To be filled by BIDDER).

**Section 9 - Documents to be put in Envelope A**  
**Annexure A1 - Bidder's Letter for EMD**

To

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-2017-18/IT/05 dated 22.09.2017 for Engaging Agency for implementing proximity payment Solution for NPCI**

We have enclosed an EMD in the form of a Demand Draft No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This EMD is as required by clause 5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

## Annexure A2 - Bid Security (Bank Guarantee)

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

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

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under RFP No.

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

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs.1,00,000/- (INR One lakh only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

(a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

---

[Signature]

Annexure A3 - Bid Security (Performance Bank Guarantee)

(BANK GUARANTEE)

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, B wing 10th Floor,

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:

To

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-2017-18/IT/05 dated 22.09.2017 for Engaging Agency for implementing proximity payment Solution for 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 terms and conditions and made part of this offer.

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

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

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this 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.

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_dated \_\_\_\_\_ drawn in favor of “National Payments Corporation of India” or Bank Guarantee valid for \_\_\_\_days for an amount of Rs \_\_\_\_\_ (Rs. \_\_\_Lakhs only) payable at Mumbai.

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 (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd/ LLP)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (Cell Number and Landline # with STD Code)			
11	E-Mail of the contact person:			
12	Fax No. (with STD Code)			
13	Website			
Financial Details (as per audited Balance Sheets) (INR in Cr)				
14	Year	2014-15	2015-16	2016-17
15	Net worth			
16	Turn Over			
17	PAT			

## Annexure D - Declaration for Clean Track Record

To

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 RFP document **NPCI: RFP-2017-18/IT/05 dated 22.09.2017 for Engaging Agency for implementing proximity payment Solution for NPCI**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## Annexure E - Declaration for Acceptance of RFP Terms and Conditions

To

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 RFP document **NPCI: RFP-2017-18/IT/05 dated 22.09.2017 for Engaging Agency for implementing proximity payment Solution for NPCI**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

To

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 RFP document **NPCI: RFP-2017-18/IT/05 dated 22.09.2017 for Engaging Agency for implementing proximity payment Solution for NPCI.**

I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure G - Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for RFP No. **NPCI: RFP-2017-18/IT/05 dated 22.09.2017 for Engaging Agency for implementing proximity payment Solution for NPCI.**

In response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:



## Annexure H - Eligibility Criteria Compliance

S.No.	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1.	<p>The bidder should be a Company registered under the Companies Act/ Partnership / LLP since the last three years.</p> <p>a) In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.</p> <p>b) In case the Bidding Company 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 3 years as on the date of submission of bid.</p>		Certificate of Incorporation/Registration
2.	<p>The bidder should have minimum annual turnover of INR 50 million during each of the three financial years (2014-15, 2015-16 and 2016-17) or calendar years 2014, 2015, 2016 or bidder's financial years.</p> <p>a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p> <p>b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past</p>		Bidder's Audited Balance-sheet and Profit-Loss statements of the financial years 2014-15, 2015-16 and 2016-17. If the balance sheet for 2016-17 has not yet been audited, the bidder may submit audited balance sheet for 2013-14 along with unaudited balance sheet for 2016-17.

	<p>financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>		
<p>3.</p>	<p>The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. (2014-15, 2015-16 and 2016-17) or calendar years 2014, 2015, 2016 or the Bidder's financial years.</p> <p>a. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p> <p>b. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>		<p>Bidder's Audited Balance-sheet and Profit-Loss statements of the financial years 2014-15, 2015-16 and 2016-17. If the balance sheet for 2016-17 has not yet been audited, the bidder may submit audited balance sheet for 2013-14 along with unaudited balance sheet for 2016-17.</p>

4.	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.		The Bidder should provide an undertaking for same
5	The Bidder should have full-fledged office/branch at Mumbai with the required expertise and resources to support timely service for activities within the scope of work.		Self-Declaration letter with Office/Brach address

(On stamp paper)

## NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this ----- day of -----, 2017 (“Effective Date”) between

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at **1001A, B wing, 10th Floor, The Capital, Bandra-Kurla Complex, Bandra (East) Mumbai-400 051** (Hereinafter referred to as “NPCI”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

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

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

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

### **NOW THEREFORE**

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

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

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

(State the purpose: Implementation of proximity payment solution)

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

For purposes of this Agreement, “Confidential Information” means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any

information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case

Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

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

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

### **Article 4: DISCLOSURE**

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

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

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

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

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

**Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

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

**Article 7: INJUNCTIVE RELIEF**

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

**Article 8: NON-WAIVER**

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

**Article 9: DISPUTE RESOLUTION**

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

**Article 10: GOVERNING LAW & JURISDICTION**

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

**Article 11: NON-ASSIGNMENT**

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

**Article 12: TERM**

This Agreement shall remain valid from the Effective Date until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of **five** years after the termination / expiry of this Agreement.

**Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party’s names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.

**Article 14: GENERAL**

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

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

<b>NATIONAL PAYMENTS CORPORATION OF INDIA</b>	<b>(Successful Bidder Name)</b>
By Name:	By Name:
Designation	Designation

**Section 10 - Documents to be put in Envelope 'B'**  
**Annexure J: Technical Evaluation Compliance**



S.No	Description	Bidders response
1	Open source software [Name of open source] Operating system [Name(s) of the supported OS] Database [Name(s) of the supported DB] Middleware [Name(s) of the supported MW]	
2	Hardware configuration and capacity required for the solution	
3	Benchmarked TPS ( Please mention the number of transactions for which the solution is benchmarked) and share the bench mark report.	
4	Solution to operate on multiple Platforms and Operating Systems	
5	Domain Knowledge and Expertise(Detail information of expertise and domain knowledge)	
6	Development and Implementation Experience (No. of projects implemented with details)	
7	Resource Management	
8	Detailed Project Plan along with Estimated Work Plan and Time Schedules	
9	Resource requirement and planning - No of skilled resources to be made available for this Project (No of resources likely to be assigned to Front end the Project and SMEs/support personnel available at the backend)	

10	Security aspects & Security compliance certificates	
11	Solution is patented	
12	Size of enablement should be less than 2 MB	
13	Solution should be given to NPCI on a free usage with an unlimited use conditions.	
14	POC with NPCI and identified bank/s free of cost.	
15	Time to resolve the issues post implementation(Number of hours)	

Dated this..... Day of.....2017.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

### Annexure K: Client Reference Details

Provide details the client details wherever available:

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

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

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

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

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

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