



## **REQUEST FOR PROPOSAL FOR SUPPLY AND INSTALLATION OF VIDEOCONFERENCING EQUIPMENT**

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**RFP Reference Number: NPCI:RFP:2014-15/IT/0017 Dated 27.10.2014**

**National Payments Corporation of India**

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This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the 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.

### Important Detail about RFP

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. Both the technical and commercial Bids prepared in accordance with RFP document.
2. Envelope 'A' Eligibility Criteria Response.
3. Envelope 'B' Technical Bid
4. Envelop 'C' Commercial bid.
5. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the signatory.
6. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
7. All the pages and documents submitted as part of Bid must be duly sealed and signed by the signatory.
8. Prices to be quoted in Indian Rupees (INR).

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**Section 1 - Bid Schedule and Address**

S.No.	Description	
1	Name of Project	RFP for Supply and Installation of Video conferencing Equipment
2	Tender Reference Number	NPCI/RFP/2014-15/IT/0017 dated 27.10.2014
3	Date of Publishing RFP document on the website	27.10.2014
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	06.11.2014 6.30 pm
5	Date of Pre bid meeting	Not applicable
6	Last date and time for Bid Submission	17.11.2014 3.00 pm
7	Date and Time of Eligibility Bid and Technical Bid Opening	17.11.2014 3.30 pm
8	Place of Bid Submission and opening of Bids	National Payments Corporation of India, 8 <sup>th</sup> Floor, R Tech Park, off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
9	Date and Time of Commercial Bid Opening	Will be informed to the eligible bidders
10	Name and Address for communication	<b>VP &amp; Head - IT Procurement</b> National Payments Corporation of India 8th Floor, R Tech Park, Off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063 E-mail: <a href="mailto:itprocurement@npci.org.in">itprocurement@npci.org.in</a>
11	Bid Related Queries	Mr. Sandeep Sood Contact: 8108186543 Email id: <a href="mailto:Sandeep.sood@npci.org.in">Sandeep.sood@npci.org.in</a> Mr. Prashant Awale Contact No:+91 8108108650 Email id: <a href="mailto:prashant.awale@npci.org.in">prashant.awale@npci.org.in</a> Mr. Karun Joshi Contact No:+91 8879772830 Email id : <a href="mailto:Karun.joshi@npci.org.in">Karun.joshi@npci.org.in</a> Mr. Benny Joseph Contact: 8108122844 Email id: <a href="mailto:benny.joseph@npci.org.in">benny.joseph@npci.org.in</a>
12	Bid Cost	Rs 3,371/- (3000 + Inclusive of taxes @12.36% )
13	EMD	Nil

**Note:**

1. Bids will be opened in the presence of the bidders' representatives who choose to attend the bid opening meeting.
2. Commercial evaluation would be through Reverse Auction.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" of amount Rs. 3,371.00 inclusive of taxes (Non-Refundable) payable at Mumbai.

## 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 with its Registered Office in Mumbai, India. NPCI is promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks.

The 10 promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Bank of India, Union Bank of India, ICICI Bank Ltd, HDFC Bank Ltd, Citibank, and HSBC.

### 2.2 Objective of this RFP:

National Payments Corporation of India proposes to purchase Videoconferencing Equipment, for its offices located at Mumbai and Chennai.

### 2.3 Scope of Work:

The scope of the work is extends to Supply, Installation and Maintenance of Videoconferencing Equipment. Installation would be at different offices of NPCI in Mumbai and Chennai, quantities as under.

Location	Mumbai	Chennai	Total
Quantity	2	1	3

Bidders should provide comprehensive onsite support warranty for a period of 3 years and AMC till 28.02.2018 with 4hrs response time with next business day resolution. The terms of the purchase order to be issued to the successful bidder shall be co-terminus with expiry of the existing order, i.e. 28.02.2018.

NPCI reserves the right to place purchase order to the successful Bidder for any further requirement of Videoconferencing Equipment at the agreed unit rate i.e. the rate contract, for a period of six months from the date of first Purchase Order.

### 2.4 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 shall submit the Bid Document at NPCI's office at 8<sup>th</sup> Floor, R-Tech Park, off Western Express Highway, Nirlon Complex, Near Hub Mall, Goregaon-East, Mumbai- 400063, along with non-refundable amount of Rs.3,371.00 (Inclusive of service tax) (INR Three thousand three hundred and seventy one only), 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 documents is non-refundable.

### 2.5 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. 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. NPCI is not bound to disclose the grounds for rejection of Bid. The decision of the NPCI regarding the final declaration of the successful Bidder shall be final.

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 through Pre-Bid queries.

### **Section 3 - Eligibility Criteria**

#### **3.1 Pre-requisite:**

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

#### **3.2 Eligibility Criteria:**

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

- 3.2.1** The Bidder should be a Company registered under the Companies Act, 1956 or firm since the last three years.
- 3.2.2** The Bidder should have minimum annual turnover of Rs.2 Crores during the last three financial years 2010-11, 2011-12, and 2012-13 or calendar year 2010, 2011, 2012 or the Bidder's financial year.
- 3.2.3** The Bidder should be a profit (profit after tax) making Company in any one of the last three financial years i.e. 2010-11, 2011-12, 2012-2013 (or calendar year 2010, 2011, 2012 or bidder's financial year)
- 3.2.4** The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
- 3.2.5** The Bidder should provide reference of 1 client who has procured video conferencing equipment from them during last two years as on the date of submission of bid.



## **Section 4 - Instruction to Bidders**

### **A. The Bidding Document**

#### **4.1 RFP:**

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

#### **4.2 Content of Bidding Document:**

- 4.2.1 The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in Clause 4.11.

### **B Preparation of Bid**

#### **4.3 Bid Price:**

- 4.3.1 Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi, if any, will be paid additionally, at actual, on production of original receipt.

- 4.3.2. The Price shall be valid for 6 months from the date of PO.

#### **4.4 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.

#### **4.5 Format of Bid:**

- 4.5.1 The Bidders shall prepare one hard copy (marked as 'ORIGINAL') of the Bid and one soft copy of the Technical Bid marking it as "Technical Bid-Soft Copy".

- 4.5.2 In case of any discrepancy between them, the original shall govern.

#### **4.6 Signing of Bid:**

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

### **C Submission of Bid**

#### **4.7 Envelope bidding process:**

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

- 4.7.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '***Request for Proposal (RFP) for Supply and Installation of Videoconferencing Equipment.***'

- 4.7.3 The inner and outer envelopes shall-

1. be addressed to NPCI at the address mentioned in Section 1
2. The inner envelopes shall indicate the name and address of the Bidder.
3. If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the bid's misplacement or premature opening.

#### 4.8 Contents of the 3 Envelopes:

**4.8.1** Envelope 'A' Eligibility Criteria. The following documents shall be inserted inside Envelope A:

1. DD/Pay Order towards cost of the bid document
2. Bid Offer Form (without Price) - Annexure B
3. Bidder's Information - Annexure C
4. Eligibility Criteria Matrix - Annexure D
5. Declaration Clean Track Record-Annexure E
6. Power of Attorney format - Annexure F
7. Customer References with contact details
8. RFP document duly signed by the authorized signatory

**4.8.2** Envelope 'B'

1. Technical Compliance Sheet - Annexure T
2. Masked commercial Bid.

**4.8.3** Envelope 'C' Commercial Bid:

1. Price Format - Annexure C1
2. Commercial Bid Form - Annexure C2

#### 4.9 Bid Submission:

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

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

#### 4.10 Bid Currency:

All prices shall be expressed in Indian Rupees only.

#### 4.11 Bid Language:

The bid shall be in English Language.

#### 4.12 Deadline for Submission:

The last date of submission of bids is given in Section 1, unless amended by NPCI through its website.

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

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

#### 4.14 Late Bid:

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

**4.15 Modifications and Withdrawal of Bids:**

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

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

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

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

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

**4.17 RFP Abandonment:**

NPCI may at its discretion abandon the process for the selection of vendor for Supply and Installation of Videoconferencing Equipment at any time before notification of award.

**4.18 Bid Evaluation Process:**

**4.18.1** The Bid Evaluation will be carried out in 2 stages.

**4.19 Contacting NPCI:**

**4.19.1** From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification any matter related to the bid, it should do so in writing.

## **Section 5 - Bid Opening**

### **5.1 Opening of Bids:**

#### **5.1.1** Bids will be opened in 2 stages:

Stage 1 - In the first stage only the Eligibility Bids and Technical Evaluation i.e. **Envelope ‘A’** and **Envelope ‘B’** will be opened.

Stage 2 - Envelope C: Commercial bids will be opened only as part of the process to arrive on the start price for the reverse auction.

### **5.2 Opening of Eligibility and Technical Bids:**

**5.2.1** NPCI will open Envelope ‘A’ and Envelope ‘B’ 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.

**5.2.2** The representatives of the Bidders have to produce an identity proof from the Bidders to represent them at the time of opening of the above bids. Only one representative will be allowed to represent each Bidder. In case the Bidder’s 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.

### **5.3 Opening of Commercial Bids:**

**5.3.1** The Commercial bids of Bidders qualified in Technical Evaluation will be opened to arrive at the start price for reverse auction.

**5.3.2** The Business Rules and Procedures for Reverse Auction have been uploaded on the website of NPCI.

### **5.4 Clarifications of Bidding Documents and Pre-bid Meeting**

**5.4.1** A prospective Bidder requiring any clarification of the Bidding Documents may notify NPCI in writing at NPCI’s address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1. The replies/clarifications will be uploaded on NPCI’s website/tenders.

**5.4.2** 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)

## 5.5 Amendment of Bidding Documents

- 5.5.1 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.
- 5.5.2 Amendments will be provided in the form of Addenda/ Corrigenda to the Bidding Documents, which will be published on NPCI's website. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/ Corrigenda had been taken into account by the Bidder in its Bid.
- 5.5.3 In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on NPCI's website.
- 5.5.4 From the date of issue, the Addenda / Corrigenda to the tender shall be deemed to form an integral part of the RFP.

## B Preparation of Bid

### 5.6 Bid Price

- 5.6.1 Prices quoted in the bid should include all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax and fees whatsoever, except Octroi.
- 5.6.2 The VAT/Sales Tax/Service Tax should be shown separately in the final Price schedule.

### 5.7 Signing of Bid:

- 5.7.1 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 5.7.2 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 (format given in Annexure H) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.
- 5.7.3 All pages of the Bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the Bid.
- 5.7.4 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.

## **Section 6 - Bid Evaluation**

### **6.1 Preliminary Examination of Eligibility and Technical Bids:**

- 6.1.1** NPCI will open 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.
- 6.1.2** The representatives of the Bidders have to produce an authorization letter from the Bidders/ 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 Bidders’ 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.
- 6.1.3** Compliance to Technical Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.
- 6.1.4** Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- 6.1.5** NPCI may interact with the Customer references submitted by Bidder, if required.
- 6.1.6** 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.

### **6.2 Evaluation of Commercial Bids:**

Commercial bids of only the technically qualified short-listed bidders will be opened to arrive at the start price for the reverse auction. NPCI has the right to fix the start price for reverse auction assessed through independent enquiries / sources also.

The L1 bidder will be identified by the reverse auction. The Business Rules and Procedures for reverse auction have been uploaded on NPCI website.

### **6.3 Successful Evaluated bidder:**

The bidder with lowest commercial bid identified through reverse auction process will be declared as the successful bidder and will be called L1 bidder. 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 RFQ, provided the L2 bidder matches the price quoted by the L1 bidder.

## **Section 7 - Terms and Conditions**

### **7.1 Notification of Award:**

After selection of the L1 bidder 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.

### **7.2 Single Bid Situation**

Knowing the complexity of the subject, even if NPCI receives single bid or eventually there is only one bidder who qualifies in the technical evaluation process, NPCI will proceed towards commercial evaluation & subsequent identification of the vendor as mentioned in the RFP evaluation section.

### **7.3 Purchase Order:**

**7.3.1** Within 5 days of receipt of Notification of Award the successful Bidder shall accept the Purchase Order.

**7.3.2** Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

### **7.4 Performance Bank Guarantee**

The Successful bidder shall submit a Performance Bank Guarantee equal to 10% of total value of the Purchase order, valid for 6 months, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee, within 14 working days of receipt of Purchase Order. In case, services not completed within 6 months, successful bidder has to extend Performance Bank Guarantee till date of expected completion of the services.

## 7.5 Taxes and Duties:

- 7.5.1** All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.
- 7.5.2** Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi, if applicable, shall be reimbursed to supplier by NPCI, at actual, on production of original receipt.
- 7.5.3** The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.

## 7.6 Terms of Delivery:

- 7.6.1** The hardware shall be delivered within 6 weeks of receipt of the Purchase Order and installed within 2 weeks from date of delivery.

## 7.7 Penalty for default in delivery:

- 7.7.1** If the Bidder does not deliver the Videoconferencing Equipment as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty at the rate of 0.5% of the total value of the Purchase Order for each week's delay, subject to a maximum of 5% of the total value of the Order, for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.
- 7.7.2** 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.

## 7.8 Warranties:

- 7.8.1** All Goods shall have the comprehensive On-site warranty of 36 months from the date of installation of Goods, with 4hrs response and next business day resolution time.
- 7.8.2** Bidder guarantees the whole of the Goods against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by NPCI).
- If during the Warranty Period any Goods are found to be damaged or defective or not acceptable, they shall promptly be replaced or rectified /re-furnished or rendered by Bidder at its own cost (including the cost of dismantling and reinstallation) on the request of NPCI and if removed from the Site for such purpose, Bidder has to repair or replace / re-furnish, rendered all goods shall be removed and re-delivered to NPCI by Bidder at its own cost.

## 7.9 Post-warranty Hardware Maintenance:

### 7.9.1 Scope of work involves

- Service Window & Call registration: 9.00 a.m. - 6.00 p.m. (Monday to Saturday).
- Response: Within 4 hours.
- Resolution: Next Business Day.
- Call Registration Process: Via Web, Phone & mail.
- The Vendor shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by NPCI.
- All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealers or Manufacturers.
- Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- The Vendor shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the NPCI official.



- The Vendor shall co-ordinate with OEMs for support for configuration issues, hardware replacement etc.
- The Vendor shall provide support for the Videoconferencing Equipment in case they are shifted to other location.

#### 7.9.2 Penalty for breach of SLA Terms:

Penalty of Rs. 500.00 per day shall be levied if the call is not resolved within 24 hours or 1 business day subject to maximum of Rs. 5000.00.

#### 7.10 Payment Terms:

- 70% Payment shall be made after delivery and of the Videoconferencing Equipment at NPCI's Sites.
- 20% Payment will be made after successful installation and commissioning of the Videoconferencing Equipment at NPCI's Sites.
- 10% Payment will be made on completion of the period of warranty or on submission of Bank Guarantee(as per Annexure A) of similar value valid till date of expiry of the warranty period with a claim period of an additional 12 months from the date of expiry of the Bank Guarantee.
- Payment for AMC shall be made quarterly in arrears, within 30 days from the date of receipt of correct Invoice along with the supporting documents.
- PAN card details should be furnished before claiming payment.

Payment will be made within 30 days of receipt of correct Invoices along with Delivery Challan / Installation Certificate / Acceptance Certificate, as the case may be.

#### 7.11 Price:

There shall be no increase in price for any reason whatsoever during the period of six months from the date of acceptance of the Purchase Order.

#### 7.12 Repeat Order:

NPCI reserves the right to place Purchase Orders with the Supplier for any or all of the goods at the agreed unit rate, i.e. the rate contract for a period of six months from the date of notification of award / Purchase Order.

#### 7.13 Intellectual Property:

Intellectual Property Rights in all Standard software and all off-the-shelf software shall remain vested in the owner of such rights.

#### 7.14 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 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.

## 7.15 Indemnity

**7.15.1** 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.

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

## 7.16 Force Majeure:

**7.16.1** 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 contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving NPCI or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

**7.16.2** If force majeure situation arises, the Bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Bidder shall continue to perform its obligations under the contract as far as possible. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

## 7.17 Termination of Contract

**For Convenience:** NPCI by written notice sent to Bidder may terminate the contract 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 contract is terminated and the date upon which such termination become effective.

**For Insolvency:** NPCI may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.

**For Non-Performance:** NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).

## 7.18 Confidentiality

The Bidder and subcontractors if any shall (whether or not he submits the tender) 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 8 hereof.

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

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

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

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

## 7.19 Resolution of Disputes

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

NPCI and the 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 agreement between the parties.

## 7.20 Applicable Law, Jurisdiction and Governing Language

**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.

## 7.21 Governing Language

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

## 7.22 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director & CEO  
**National Payments Corporation of India**  
C-9, 8th Floor, RBI Building,  
Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051

Supplier's address for notice purpose: (To be filled by supplier)

**Section 8 - Technical Requirements**

## Videoconferencing Equipment

Sr. No	Location	Description	Product/ Equipment	Part Code	Total Quantity
1	Mumbai(Goregoan)- 2 Units  Chennai - 1 Unit	VC Codec 1080p including HD Camera 12 x Zoom	Polycom HDX-8000/Group 500 series (inclusive of Camera & VC codec) along with multisite conferencing & compatibility to operate with existing HDX 8000 series	7200-23160-102  Or  7200-64250-102	3

**Section 9 Documents forms to be put in Envelope 'A'**  
**Annexure A - Bid Security (Performance Bank Guarantee)**  
**FORMAT: PROFORMA OF BANK GUARANTEE**

Date

Beneficiary: NPCI [NATIONAL PAYMENTS CORPORATION OF INDIA]

(Please insert complete address)

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.

At the request of the Supplier, We -----(name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at ----- and, for the purposes of this Guarantee and where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as "Bank" which term shall mean and include, unless to 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 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:

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

(ii) This Bank Guarantee is valid upto\_\_\_\_\_.

(iii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within one year of the expiry of the validity period of this Bank Guarantee.

(iv) 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 validity period of the Bank 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.

All claims under this Bank Guarantee will be made 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,  
C-9, 8<sup>th</sup> Floor, RBI Premises,  
Bandra Kurla Complex, Bandra (E)  
Mumbai - 400 051

Dear Sir,

**Subject:** Regarding RFP No: NPCI/RFP/2014-15/IT/0017 dated 27.10.2014 for "Supply and Installation of Videoconferencing Equipment".

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 receipt of Purchase Order, 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:

Address



## Annexure C - Bidder's Information

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Pvt. Ltd / Partnership)			
4	Details of Incorporation / Registration of the Company/firm. Relevant Certificate to be submitted		Date:	
			Ref#	
5	Details of Commencement of Business, if applicable		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. (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) (in Cr)				
14	Year	2010-11	2011-12	2012-13
15	Net worth			
16	Turn Over			
17	PAT			

**Annexure D - Eligibility Criteria Matrix**

Sr. No.	Description	Complied with statements	Proof attached
1	The Bidder should be a Company registered under the Companies Act, 1956 or firm since the last three years.		Proof should be submitted
2	The Bidder should have minimum annual turnover of Rs.2 Crores during the last three financial years 2010-11, 2011-12, and 2012-13 or calendar year 2010, 2011, 2012 or the Bidder's financial year.		Audited balance sheets & Profit /loss statement to be submitted.
3	The Bidder should be a profit (profit after tax) making Company in any one of the last three financial years i.e. 2010-11, 2011-12, 2012-2013 (or calendar year 2010, 2011, 2012 or bidder's financial year)		Audited balance sheets & Profit /loss statement to be submitted.
4.	The Bidder should not be currently blacklisted by any bank / institution in India or abroad		Declaration as per Annexure-F
5.	The Bidder should provide reference of 1 client who has procured video conferencing equipment from them during last the 2 years as on the date of submission of bid.		PO copy or Customer Letter as documentary proof

**Annexure E - Declaration regarding Clean Track by Bidder**

**(On Company/firm/LLP's Letterhead)**

To

The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8<sup>th</sup> Floor, RBI Premises,  
Bandra (E), Mumbai - 400 051.  
Sir,

**Re:** RFP No: NPCI/RFP/2014-15/IT/0017 dated 27.10.2014 for "RFP for Supply and installation of Videoconferencing Equipment".

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

No.	Country in which the company is debarred/blacklisted/case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure F - Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr. \_\_\_\_\_ (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 RFP No. \_\_\_\_\_ dated 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 \_\_\_\_\_ 2014

For \_\_\_\_\_  
(Signature)

(Name Designation and Address)

Accepted  
(Signature)  
(Name Designation)

Date:

Business Address:

**Section 10 Documents forms to be put in Envelope 'B'**  
**Annexure T - Technical Compliance**  
**Videoconferencing Equipment**

Sr. No	Location	Description	Product/ Equipment	Part Code	Compliance (Yes /No)
1	Mumbai(Goregoan)- 2 Units  Chennai - 1 Unit	VC Codec 1080p including HD Camera 12 x Zoom	Polycom HDX- 8000/Group 500 series (including Camera & VC codec) along with multisite conferencing & compatibility to operate with existing HDX 8000 series	7200-23160-102  Or  7200-64250-102	

Dated this..... Day of.....2014

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Section 11 - To be put in Envelope "C"****Annexure C1- Price Format**

Location: Mumbai, Chennai.

<b>Videoconferencing System with 3 years Comprehensive Warranty</b>						
<b>Sr. No</b>	<b>Description</b>	<b>Unit Price</b>	<b>Tax</b>	<b>Sub-Total</b>	<b>Quantity</b>	<b>Total Price</b>
1	VC Codec 1080 p with HD Camera 12 x 7 Zoom(Polycom HDX-8000/Group 500 series (incl Camera & VC codec) along with multisite conferencing & compatibility to operate with existing HDX 8000 series)				3	
2	AMC (AMC charges will be paid from the date of expiry of the warranty till 28.02.2018 to co-terminate with the AMC of the existing equipment)				3	
<b>Total (A)</b>						
<b>Grand Total (A)</b>						

**Please note:** The Reverse Auction start price will be declared before the start of the Reverse Auction.

Dated this..... Day of.....2014

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure C2 - Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To:

Date:

NPCI

Dear Sir,

**Re:** RFP No: NPCI/RFP/2014-15/IT/0017 dated 27.10.2014- Request for Proposal for Supply and Installation of Videoconferencing Equipment.

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

We undertake, if our Bid is accepted, to provide \_\_\_\_\_ for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this..... Day of.....2014

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure H - NON-DISCLOSURE AGREEMENT**

**NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered on this ----- day of -----, 2014 (“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 **C-9, 8th Floor, RBI Premises, 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:-----)

**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: JURISDICTION**

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**

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