



**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF  
CONSULTANT FOR BHARAT BILL PAYMENT SYSTEM PROJECT**

RFP Reference Number: NPCI: RFP: 2015-16/ IT/ 0002 dated 02.05.2015

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## RFP for Selection of Technical Consultant for Bharat Bill Payment System Project

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The information contained in this Request for Proposal (RFP) document or information provided subsequently to Consultant or applicants whether verbally or in documentary form by or on behalf of National Payments Corporation of India (NPCI), is provided to the Consultant 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 Bid Documents (“Consultant”). The purpose of this RFP document is to provide Consultant with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Consultant may require. Each Bidder or Consultant 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.

## RFP for Selection of Technical Consultant for Bharat Bill Payment System Project

### Important Details about RFP

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

### Checklist

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

1. Demand Draft / Banker's Cheque / Bank Guarantee of INR 50,000,- (Rupees Fifty Thousands Only) towards Bid Security in Envelope - „A'
2. Demand Draft / Banker's Cheque / of INR 10,000/- (Rupees Ten thousand only) towards Bid Cost in Envelope - „A'
3. The eligibility, technical and commercial Bids prepared in accordance with instructions given in the RFP document.
4. Envelope „A' Eligibility Criteria Response.
5. Envelope „B' Technical Bid.
6. Envelop „C' Commercial bid.
7. All the pages of bid documents duly sealed and signed by the authorized signatory.
8. All relevant certifications, audit reports, to be enclosed to support claims made in the bid must be in relevant Envelopes.
9. All the pages and documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.
10. Prices to be quoted in Indian Rupees (INR).

## RFP for Selection of Technical Consultant for Bharat Bill Payment System Project

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## RFP for Selection of Technical Consultant for Bharat Bill Payment System Project

### SECTION 1 - BID SCHEDULE AND ADDRESS

Sr. No.	Description	Detailed Information
1	Name of Project	Request for Proposal for Selection of Technical Consultant for BBPS Project
2	Tender Reference Number	NPCI/RFP/2015-16/IT/0002 dated 02.05.2015
3	Date of Publishing RFP document on the website	02.05.2015
5	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	13.05.2015
7	Address of Pre Bid meeting	Not applicable
8	Last date and time for Bid Submission	22.05.2015- 3.00 pm
9	Place of Bid Submission and opening of Bids	National Payments Corporation of India, 8 <sup>th</sup> Floor, R- Tech Park, Nirlon Knowledge Park,  Near HUB Mall, Opp. Western Express Highway, Goregaon (E), Mumbai - 400 063
10	Date and Time of Eligibility and Technical Bids Opening (Envelopes A & B)	22.05.2015- 3.30 pm
12	Date and time of Commercial Bid Opening(Envelope C)	Technically qualified Bidders would be informed.
13	Name and Address for Communication	VP & Head - IT Procurement National Payments Corporation of India 8 <sup>th</sup> Floor, R Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp Western Express Highway, Goregaon-East, Mumbai - 400063 e-mail: <a href="mailto:itprocurement@npci.org.in">itprocurement@npci.org.in</a>
14	Bid Related Queries	Mr Arvind Sarswat Mob No: 8108108682 e-mail: <a href="mailto:arvind.sarswat@npci.org.in">arvind.sarswat@npci.org.in</a> Ms Jyoti Dahiya Mob No: 8879754907 e-mail: <a href="mailto:jyoti.dahiya@npci.org.in">jyoti.dahiya@npci.org.in</a> Mr Rahul Tandon Mob No: 7506446591 e-mail: <a href="mailto:rahul.tandon@npci.org.in">rahul.tandon@npci.org.in</a> Mr Benny Joseph Mob No: 8108122844 e-mail: <a href="mailto:benny.joseph@npci.org.in">benny.joseph@npci.org.in</a> Mr Prashant Awale Mob No: 8108108650 e-mail: <a href="mailto:Prashant.awale@npci.org.in">Prashant.awale@npci.org.in</a>
15	Bid Cost	Rs. 11,236-(Rs 10,000/- plus Service Tax@12.36%)
16	EMD/Bid Security	Rs. 50,000/- (Rs Fifty thousand only)

**Note:**

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Date and Time & Address for Commercial Bid Opening will be intimated later to the qualified Bidders.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for Rs.11,236.00 (i.e. Rs. 10,000/- + Service Tax@12.36%) 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 N.A, and HSBC. The core objective of setting up NPCI is to consolidate and integrate the multiple systems with varying service levels into a nation-wide, uniform and standard business process in the retail electronic payments system segment.

### 2.2 Objective of this RFP

The objective of this RFP is proposed to hire a technical consultant for designing the technical specifications for BBPS Project.

### 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 shall submit the Bid Document at NPCI's office at 8th Floor, R-Tech Park, off Western Express Highway, Nirlon Complex, Near Hub Mall, Goregaon-East, Mumbai- 400063, along with non-refundable amount of Rs.11,236.00 (Inclusive of Service Tax) (INR 11 thousand two hundred and thirty six 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 along with Envelope A. This RFP document is non-transferable and cost of RFP documents 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. 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.

### 2.5 Ownership of this RFP

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

### SECTION 3 - SCOPE OF WORK

The objective of the BBPS is to implement an integrated bill payment system in the country that offers interoperable and accessible bill payment services to customers through a network of agents, enabling multiple payment modes, and providing instant confirmation of receipt of payment.

The Guidelines on Implementation of BBPS issued by RBI on 28.11.2014 envisioned the need for an integrated bill payment system in the country that offers interoperable and accessible bill payment services to customers through a network of agents, allows multiple payment modes, and provides instant confirmation of payment. The bill payment system should also serve as an efficient, cost effective alternative to the existing systems, thus, setting the standards for bill payments in the country, and enhance consumer confidence and experience.

NPCI was designated as the principal executing authority that will give shape to BBPS as a standard setting body that will eventually operationalize the tiered structure. For ensuring the development and maturing of the system it is proposed to hire a technical consultant for designing the technical specifications by floating a Request for Proposal (RFP).

NPCI proposes to engage a Consultant to study and recommend the following activities need to be carried out by the Consultant:

1. Design technical specification
2. System Architecture
3. Data messaging Standards for all BBPS transactions and message flows for online system
4. Designing the User Interface and Message Specifications for offline systems ( Lifecycle Management)
5. Encryption Standards
6. Report design
7. Test cases preparation for offline and online

#### 3.2 Delivery Schedule

The successful Consultant shall submit the final Report within a period of 60 days from the date of acceptance of the Purchase Order.

#### 3.3 Single Point of Contact

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

## SECTION 4 - ELIGIBILITY CRITERIA

### 4.1 Pre-requisite

The Consultant should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. Consultants not meeting the Eligibility Criteria will not be considered for further evaluation.

### 4.2 Sub-Contractors

Bidders are not permitted to engage the services of Sub-contractors.

### 4.3 Eligibility Criteria

The invitation is open to all consultants who qualify the Eligibility Criteria as given below:

- 4.3.1 The Bidder should be a Company registered in India.
- 4.3.2 The bidder should have minimum annual turnover of Rs 5 Cr. during each of the last four financial years, i.e. 2010-11, 2011-12, 2012-13 and 2013-14 or Calendar year 2010, 2011, 2012, 2013 or the Bidder's financial year.
- 4.3.3 The bidder should be a profit (profit after tax) making company in any one of the last four financial years, i.e. 2010-11, 2011-12, 2012-13 and 2013-2014 (or calendar year 2010, 2011, 2012, 2013 or bidder's financial year)
- 4.3.4 The Bidder should have executed at least 1 consultancy assignment which involves technical message design of the financial messaging specifications in last 3 years.
- 4.3.5 The Bidder should not be currently blacklisted by any bank / institution in India.

### 4.4 Eligibility Criteria Response Sheet

- 4.4.1 The Consultant should complete the Eligibility Criteria Response Sheet as given in Annexure A5.
- 4.4.2 Failure to provide the desired information and documents may lead to disqualification of the Bidder.



**SECTION 5 - INSTRUCTIONS TO CONSULTANTS**

**A. The Bid Document**

**5.1 RFP**

1. RFP shall mean Request for Proposal
2. A „Consultant’ means any entity or person who may provide consultancy services to NPCI
3. Bid and RFP are interchangeably used to mean the same.
4. The Consultants are expected to examine all instructions, forms, Terms and Conditions and specifications in the RFP Response Document. Submission of a Bid not responsive to the RFP 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 Bid**

- 5.2.1 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.
- 5.2.2 Content of Bid Documents
- 5.2.3 The Bid shall be in one envelope containing 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are given in clause 5.14.

**5.4 Clarifications of Bid Documents and Pre Submission Meeting**

- 5.4.1 A prospective bidder requiring any clarification of the Bid 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.
- 5.4.2 Consultant should submit the queries only in the format given below:

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

- 5.4.3 Replies to all the clarifications, modifications received through mail and email will be posted on NPCI’s website. Any modification to the Bid Documents which may become necessary shall be made by NPCI by issuing an Addendum, which will be hosted on NPCI’s website.

**5.5 Amendment of RFP Documents**

- 5.5.1 At any time prior to the deadline for submission of bid, NPCI may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, amend the RFP Documents.
- 5.5.2 Amendments will be provided in the form of Addenda/corrigenda to the RFP Documents, which will be posted in NPCI’s website. Addenda will be binding on Consultants. It will be assumed

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that the amendments contained in such Addenda/corrigenda had been taken into account by the Consultant in its Bid.

- 5.5.3 In order to afford, reasonable time required to take the amendment into account in preparing their Bids, NPCI may, at its discretion, extend the deadline for the submission of Bid, in which case, the extended deadline will be posted in NPCI's website.
- 5.5.4 From the date of issue, the Addenda to the bid shall be deemed to form an integral part of the RFP.

### **B. Preparation of Bid**

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

- 5.6.1 The Consultant shall submit Earnest Money Deposit (EMD) of Rs 50,000.00 (Rupees Fifty thousand only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 180 days, with claim period of 12 months from the date of expiry of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1.

- 5.6.2 No interest will be paid on the EMD.

#### **5.7 Return of EMD**

- 5.7.1 The EMD/Bank Guarantee of successful bidder shall be returned/ refunded after furnishing Performance Bank Guarantee as required in this RFP.
- 5.7.2 EMDs /Bank Guarantees furnished by all unsuccessful bidders will be returned on the expiration of the bid validity / finalization of successful Consultant, whichever is earlier.

#### **5.8 Forfeiture of EMD**

The EMD submitted by the Bidder will be forfeited if:

- 5.8.1 The Bidder withdraws its Bid before opening of the Bid.
- 5.8.2 The Bidder withdraws its Bid after opening of the Bids but before Notification.
- 5.8.3 The Empanelled Bidder withdraws its Bid before furnishing Performance Guarantee.
- 5.8.4 The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- 5.8.5 Failure to accept the Notification by the Selected Bidder within 14 days from the date of receipt of the Notification makes the EMD liable for forfeiture at the discretion of NPCI. However, NPCI reserves its right to consider at its sole discretion the late acceptance by Bidder.

#### **5.9 Period of Validity of Bid**

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

### 5.10 Extension of Period of Validity

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

### 5.11 Format of Bid

The Bidders shall prepare one hard copy (Marked as 'ORIGINAL') and one soft copy of the technical bid marking it as "Soft copy". In case of any discrepancy between them, the original shall govern. The commercial bid will be submitted only as hard copy.

### 5.12 Signing of Bid

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

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

5.12.3 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 Bidder.

5.12.4 The Bid shall be signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure A8) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified true copy should accompany the Bid.

## **C. Submission of Response of RFP**

### 5.13 Envelope Bid process

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

5.13.2 Each of the Envelopes shall then be sealed and put into an outer envelope marked as "*Request for Proposal for Selection of Consultant for Bharat Bill Payment System (BBPS) project*".

5.13.3 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.

#### 5.14 Contents of the 3 Envelopes

5.14.1 Envelope 'A' should be superscribed as Envelope 'A' - Eligibility Criteria'. The following documents duly placed in a file shall be inserted inside Envelope A:

1. Bid Earnest Money Deposit in the form of Demand Draft - Annexure A1.  
OR  
Bid Earnest Money Deposit in the form of Bank Guarantee - Annexure A2.
2. Bid Form (without price) - Annexure A3
3. Bidder Information - Annexure A4
4. Eligibility Criteria Response Sheet - Annexure A5
5. Undertaking-cum-Indemnity - Annexure A6
6. Declaration of Acceptance of Terms and Conditions - Annexure A7
7. Power of Attorney or Board Resolution for Signing of Bid - Annexure A8
8. Declaration of applicants clean track record - Annexure A9
9. This RFP document duly sealed and signed by the authorized representative

5.14.2 Envelope 'B' should be superscribed as Envelope 'B' -Credentials':

The following documents duly placed in a file, shall be inserted inside Envelope B:

1. Bidder's Organization and Experience - Annexure B1
2. Knowledge & Experience in Indian Financial and Banking Market (Annexure B2)
3. Details of projects defined in Eligibility Response - Annexure B3
4. Client details - Annexure B4
5. Comments and Suggestions - Annexure B5
6. Questionnaire - Annexure B6
7. Commercial Bid with price masked

5.14.3 Envelope 'C' should be superscribed as Envelope 'C' -Commercial Bid

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

#### 5.15 Bid Submission

5.15.1 Bid sealed in accordance with the Instructions to Consultant should be delivered at the address as mentioned in the Section 1.

5.15.2 The RFP response should be submitted strictly as per the formats given in the RFP.

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

#### 5.16 Bid Currency

All prices shall be expressed in Indian Rupees only

#### 5.17 Bid Language

The Bid shall be in English Language.

#### 5.18 Rejection of Bid

The Bid is liable to be rejected if:

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- 5.18.1 The documents doesn't bear signature of authorized person.
- 5.18.2 It is received through Fax/E-mail.
- 5.18.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 5.18.4 Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by NPCI.
- 5.18.5 No Bid shall be rejected at Bid opening, except for late Bids.

### 5.19 Deadline for Submission

The last date of submission of Bid is given in Section1, unless amended by NPCI through its website.

### 5.20 Extension of Deadline for submission of Bid

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

### 5.21 Late Bid

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

### 5.22 Modifications and Withdrawal of Bid

Bid once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of Bid.

### 5.23 Right to Reject, Accept/Cancel the Bid

- 5.23.1 NPCI reserves the right to accept or reject, in full or in part, any or all the bids without assigning any reason whatsoever.
- 5.23.2 NPCI does not bind itself to accept any bid and reserves the right to reject all or any Bid(s) or cancel the RFP, any time during the RFP process, without assigning any reason whatsoever. NPCI also has the right to re-issue the RFP without the Consultant having the right to object to such re-issue.

### 5.24 RFP Abandonment

NPCI may at its discretion abandon this RFP process any time before notification.

### 5.25 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

**Stage 1** - Envelope 'A' i.e. Eligibility Criteria and Envelop 'B' i.e. Technical Bid will be opened. Only those bidders which have submitted all the required forms and papers and comply with the Eligibility Criteria will be considered for evaluation.

**Stage 2- Envelope 'C'** Commercial Bid will be opened and evaluated.

### 5.26 Contacting NPCI

From the time of Bid opening to the time of Notification, if any Bidder wishes to contact NPCI for seeking any clarification in any matter related to the RFP, it should do so in writing.

## SECTION 6 - BID OPENING

### 6.1. Opening of Eligibility and Technical Bids:

- 6.1.1 NPCI will open Envelope „A’ and Envelope „B’ in the presence of Bidder’s 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 Bidder have to produce an authorization letter from the Bidder by way of letter or email to represent them at the time of opening of RFP Response. Only one representative will be allowed to represent each Bidder. In case the Bidder’s representatives are not present at the time of opening of RFP response, the envelopes will still be opened at the scheduled time at the sole discretion of NPCI.
- 6.1.3 The Bidder’s representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of Envelopes being declared a holiday for NPCI, the Envelopes shall be opened at the appointed time and place on next working day.
- 6.1.4 Scoring model will be used for evaluation of the bids found eligible.

### 6.2. Opening of Commercial Bids:

The Commercial bids of Bidders qualified in Technical Evaluation will be opened and evaluated further.

The Commercial bids will be opened in the presence of Bidders’ representative(s) who choose to be present on the date, time and address, which will be intimated to the eligible bidders.

The representatives of the Bidder have to produce an authorization letter from the Bidder by way of letter or email to represent them at the time of opening of RFP Response. Only one representative will be allowed to represent each Bidder. In case the Bidder’s representatives are not present at the time of opening of RFP response, the envelopes 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 Envelopes being declared a holiday for NPCI, the Envelopes shall be opened at the appointed time and place on next working day.

## SECTION 7 -EVALUATION

### 7.1 Preliminary Examination:

- 7.1.1 NPCI will examine the bid to determine whether the documents submitted are complete, whether required information has been provided as underlined in the RFP response documents, whether the documents have been properly signed, and whether response to RFP is generally in order.
- 7.1.2 Eligibility and compliance to all the forms and Annexure would be the next level of evaluation. Only those Consultants which comply with the Eligibility Criteria will be taken up for further evaluation.
- 7.1.3 NPCI may waive any minor informality, non-conformity or irregularity in the response to RFP that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 7.1.4 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 Bidder's responsiveness will be based on the content of the RFP response itself.

### 7.1.5 Proposal Evaluation

From the time the proposals are opened to the time the Contract is awarded, the bidders should not contact NPCI on any matter related to its Technical and/or Financial Proposal. Any effort by bidders to influence NPCI in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bidders' proposals.

### 7.2 Evaluation of Technical Proposals

The Committee constituted for the purpose, while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation. The Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Scope of Work and by applying the evaluation criteria, sub-criteria specified in the Annexure. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below:

### 7.3 Evaluation of Technical Response

NPCI will form an Evaluation Committee to evaluate the applicants. NPCI will call for a presentation on the Bidder's proposal, from the short-listed Consultant. The Evaluation Committee will review the bid of all shortlisted Consultants on the basis of the following broad parameters:

- 7.3.1 Knowledge of Indian financial services and banking market
- 7.3.2 Prior experience of the Bidder in undertaking projects of similar nature
- 7.3.3 Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed.

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**7.3.4** NPCI may interact with the Customer references submitted by Bidder, if required.

**7.3.5** The Consultant is required to provide documentary evidence, wherever available, for the Scope of work stated in Annexure B1, B2, B3, B4 and B5.

To assist in the examination, evaluation and comparison of bids, NPCI may, at its discretion, ask any or all the Consultants for clarification and response shall be in writing and no change in the substance of the RFP response shall be sought, offered or permitted.

Technical Scoring Matrix will be as under:

S.No	Evaluation Criteria	Score
1	Provide details about your organizations	15
2	Provide the staff strength of the organization for the last 3 years with relevant Experience	
3	Provide the proposed Team Composition along with the credentials for the RFP	
4	Bidders compliance with the eligibility criteria	
5	Provide past relevant set up experience for financial message specification designing, if yes please provide the details	35
6	Provide details of the accreditation /membership of your organization to various concerned organizations.	
7	Provide examples to demonstrate your ability to provide solutions as per our organizations requirements (provide reference of your clients for whom you have delivered a similar service).	
8	Detailed project plan with timeline proposed along with current bill pay environment and future projections in India (Presentation to be made to Committee)	35
9	Provide approach identifying key features, customer needs, stakeholder identification, identifying risk elements involved and corresponding recommendations	
10	Recommendation of the best methodology to be adopted, with proposed test case	
11	Provide brief about the important clients of your organization along with client reference	15
12	Please provide details of projects undertaken in last 3 years by your company.	
	<b>Total Marks</b>	<b>100</b>

Scoring model will be used for evaluation of successful bidder. The minimum score for qualifying Technical Evaluation will be 75%. In case three bidders are not qualified then NPCI reserves the right to reduce minimum required score by 10%. The commercial bids of technically qualified bidders will be opened.



### **7.3.6 Evaluation of the Commercial Bids:**

Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated. Arithmetical errors in the Bids submitted shall be treated as follows:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in Words shall govern; and
- b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- c. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

### **7.4 Successful Evaluated Bidder:**

7.4.1 After completing internal approval process, Bidder whose Bid Price is the lowest will be declared as successful evaluated bidder or L1 Bidder.

7.4.2 NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder.

7.4.3 Availability of Professional staff / experts: Having selected the Consultant, among other things, on evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, NPCI will require assurances that the Professional staff will be actually available. NPCI will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

7.4.4 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations NPCI and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and offer the engagement to the L2 bidder / invite fresh proposals.

## SECTION 8 - TERMS AND CONDITIONS

### 8.1 Definitions

8.1.1 "Contract" means the Agreement entered into between NPCI and the Consultant.

8.1.2 "Intellectual Property Rights (IPR)" means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.

8.1.3 Consultant: Consultant means companies participating in this RFP process.

### 8.2 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. NDA should be executed by successful Bidder as per format Annexure-1.

### 8.3 Purchase Order:

8.3.1 Within 5 days of receipt of Notification of Award / Purchase Order, the successful Bidder shall accept the Purchase Order.

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

8.3.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified.

### 8.4 Taxes and Duties:

8.4.1 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.

8.4.2 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.

8.4.3 The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.

### 8.5 Deliverables:

The bidder will be liable to provide with a detailed report of the below within 60 days of bid confirmation

- a. Detailed Project Plan
- b. Detailed Technical Specification Document
- c. System Architecture methodology
- d. User Interface Wireframes
- e. Format of Test Cases & Test Beds
- f. Document on Security Standards

**8.6 Penalty for default in delivery:**

**8.5.1** If the Consultant does not deliver the deliverables as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 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.

**8.5.2** 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.

**8.6 Notification**

**8.6.1** Upon the successful Consultant furnishing the signed NDA, and upon submission of the Performance Security, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

**8.7 Signing of Contract**

**8.7.1** Within 30 days of receipt of Notification, the successful Consultant shall execute the Contract with NPCI.

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

**8.7.3** NPCI reserves the right to include/exclude any other clause as it may deem fit at the time of awarding the contract.

**8.8 Allocation of Work**

**8.8.1** The timeline for various assignments associated with the allocated work shall be intimated along with the Purchase Order.

**8.9 Payment Terms**

**8.9.1** 100 %Payment shall be released after acceptance of the Final Report by NPCI.

Payment will be made within 30 days of receipt of correct Invoice along with the supporting documents.

**8.10 Performance Bank Guarantee**

**8.10.1** Successful Bidder shall submit Performance Bank Guarantee (PBG), issued by a scheduled Commercial bank, equal to 10 % of the PO value valid for 6 months from the date of acceptance of the Purchase Order with an action (claim) period of one year, as per the statutory provisions in this regard in force, as per NPCI format attached vide Annexure-A2 hereto, within 14 days of receipt of the Notification of Award or Purchase Order. The Bank Guarantee shall be extended in case of need. In case of non-submission of the PBG as above, equivalent amount shall be deducted from the payments due to the successful bidder.

### 8.11 Confidentiality

The Applicant and subcontractors if any shall (whether or not he submits the Bid) treat the details of the documents as secret and confidential.

### 8.12 Indemnity

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

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. 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.

### 8.13 Bidder's Liability

- 2.1 The selected Bidder will be liable for all the deliverables.
- 2.2 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.
- 2.3 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.

### 8.14 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. NPCI may consider request of the bidder for pro-rata payment till the date of termination.

**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).

### 8.15 For Non-performance

NPCI reserves its right to terminate the contract in the event the Bidder fails to deliver in accordance with the scope of work given in the RFP/Contract.

### 8.16 Performance Assessment

During execution of the assigned work, a penalty of 1% of the project contract value per week (subject to maximum of 20%) may be imposed by NPCI, in case following problems are found.

- Quality of the performance is not up to the mark, (till the quality is improved to the required extent)
- Delay in performance or due to non-performance.
- Not assigning adequate resources in time
- Not engaging resources on a dedicated basis, even when required
- Assigning resources that do not meet NPCI's requirements
- Inadequate interaction with the NPCI

### 8.17 Force Majeure

1. Notwithstanding the provisions of the RFP, the Consultant 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 Consultant 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.
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 contract as far as possible.

### 8.18 Obligations of the Consultant

1. **Transfer of IPR:** The Consultant must own the responsibility to transfer the Intellectual Property Rights (IPR) to NPCI for all the documentation, customizations, strategy, policies, guidelines rules and regulations etc., done for NPCI. NPCI will have the sole and exclusive right to this IPR. Intellectual Property Rights in all standard products shall remain vested in the owner of such rights.
2. **Standard of Performance:** The Consultant shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Consultant shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with Subcontractors or third parties.
3. **Consultant should not benefit from Commissions, Discounts etc:**
  - (i) The payment of the Consultant shall constitute the Bidder's only payment in connection with this Contract and subject to Liquidated Damages Clause above, the Consultant shall not accept for its own benefit any trade commissions, discount or similar payment in connection with activities pursuant to this Contract or in the

discharge of its obligations and the Consultant shall use its best efforts to ensure that any Subcontractor, as well as the personnel and agents of either of them shall similarly not receive any such additional payments. (ii) Furthermore, if the Consultant, as part of the services, has the responsibility of advising NPCI on the procurement of goods, works or services, the Bidder shall comply with NPCI's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of NPCI. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall belong to the account of NPCI.

4. **Prohibition of Conflicting Activities:** The Consultant shall not engage and shall cause their personnel as well as their Subcontractors and their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.
5. **Accounting, Inspection and Auditing:** The Consultant shall keep accurate and systematic account and record in respect of the services to be rendered, with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and Periodically permit NPCI or its designated representative up to two years from the expiration or termination of the contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by NPCI.
6. **Reporting Obligations:** The Consultant shall submit to NPCI periodic reports and documents at the scheduled times and the final report shall be delivered in CD form in addition to hard copies.
7. **Equipment and Materials provided by the Consultant:** Equipment or materials brought in by the Bidder and their personnel and used either for the project or personal use shall remain the property of the Consultant or the personnel concerned, as applicable.

#### 8.19 Fraudulent and Corrupt Practice

- a. "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 Consultant (prior to or after Bid submission) designed to establish comparison factor (prices) at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.
- b. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c. NPCI will reject a proposal if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the project.

#### 8.20 Order cancellation

- 8.20.1** 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;
- a. Serious discrepancy observed during performance as per the scope of work as mentioned in Section 3.
  - b. If the Bidder makes any statement or encloses any form which turns out to be false,

## RFP for Selection of Technical Consultant for Bharat Bill Payment System Project

incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.

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

### 8.21 Obligations of NPCI

NPCI shall use its best efforts to ensure that NPCI shall:

- a. Equip the Bidder and its personnel with the necessary infrastructure facilities like table space, email etc., and entry passes and such other documents as shall be necessary to enable the Bidder or its personnel to perform the services.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of the contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Bidder for providing the services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under the contract shall be increased or decreased accordingly and corresponding adjustments shall be made.

### 8.22 General Provisions

**8.22.1** NPCI reserves the right to call regular meetings with Consultant during the tenure of the contract.

**8.22.2** Future Assistance: The Bidder must provide any reasonable clarification or assistance required by NPCI even after the project is completed upto a mutually agreed time period.

**8.22.3** The requirements stated in the scope of work may not be limited to the points specified. The Consultant are expected to highlight all such points which are deemed necessary for the completion of the project and will become part of the scope.

### 8.23 Resolution of Disputes

All disputes or differences between NPCI and the Consultant 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.

**8.23.1** NPCI and the Consultant 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.

**8.23.2** If, NPCI and the Bidder have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or

adjudication in an agreed national forum.

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

1. In case of Dispute or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Bidder.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon 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 agreement between the parties.

#### **8.24 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts in Mumbai under whose exclusive jurisdiction the Registered Office of NPCI falls.

#### **8.25 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,  
C-9, 8th Floor, RBI Premises, Bandra-Kurla Complex, Bandra(E),  
Mumbai - 400 051.

Bidder's address for notice purpose:  
(To be filled by bidder)



### 8.26 Abbreviations and Acronyms

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

1. **NPCI** - National Payments Corporation of India
2. **BBPS**- Bharat Bill Payment System
3. **RFP** - Request for Proposal
4. **EMD** - Earnest Money Deposit
5. **BG** - Bank Guarantee
6. **Financial Year** - Financial year runs from 1st April to 31st March and is denoted by the year in which it starts
7. **PAT**- Profit after tax
8. **NDA** - Non Disclosure Agreement
9. **Net Worth** includes (Share Capital +, free reserves) less (accumulated losses + intangible assets + preliminary expenses)

SECTION 9 - DOCUMENTS FORMS TO BE PUT IN ENVELOPE „A‘

**Annexure A1 - Bidder’s Letter for EMD**

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.

**Subject: RFP No. NPCI: RFP:2015-16/ IT/ 0002 dated 02.05.2015 for “Selection of Consultant for Bharat Bill Payment System Project”**

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 \_\_\_\_ only). This EMD is as required by clauses 5.7 of the Instructions to Applicants of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Applicant)

Printed Name:

Designation:

Seal:

Date:

Business Address:

## Annexure A2 - Bank Guarantee

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. \_\_\_\_\_ Rupees \_\_\_\_\_ 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

C-9, 8th Floor, RBI Premises

Bandra Kurla Complex, Bandra (E)

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 A4 - BID FORM**  
(Bidder's Letter Head)

**Bid Form**

Date:

To

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

Dear Sir,

**Subject: RFP No. NPCI: RFP: 2015-16/ IT/ 0002 dated 02.05.2015 for "Selection of Consultant for Bharat Bill Payment System Project"**

We have examined the RFP document and we offer BBPS Project for NPCI as per the terms and conditions specified in the RFP document. 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. We have not induced nor attempted to induce any other Bidder to submit or not submit an bid for restricting competition.
2. We agree that the terms and conditions furnished in this RFP are for NPCI and its Associates.

If our Bid 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 Consultant, this bid will be binding on us.

## RFP for Selection of Technical Consultant for Bharat Bill Payment System Project

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 EMD/Bank Guarantee.

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

As security 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 INR \_\_\_\_ (INR \_\_\_\_Only ) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

**ANNEXURE A4 - BIDDER'S 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/ Partnership Firm)				
4	Details of Incorporation / Registration of the Date Company				
5	Valid Sales tax registration no.				
6	Valid Service tax registration no.				
7	Permanent Account Number (PAN)				
8	Name Designation of the contact person to whom all references shall be made regarding this tender				
9	Telephone No. (with STD Code)				
10	E-Mail of the contact person:				
11	Fax No. (with STD Code)				
12	Website				
Financial Details (as per audited Balance Sheets) (in Cr)					
13	Year	2010-11	2011-12	2012-13	2013-14
14	Net Worth				
15	Turn Over				
16	PAT				

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

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

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

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

**Annexure A5 - BIDDERS INFORMATION**

S.No	Minimum Eligibility Criteria	Response of the Bidder	Documents Attached						
1	The Bidder should be a Company registered in India.	Yes - Date of Incorporation	The bidder should produce Incorporation Certificate as proof of documents						
2	The bidder should have minimum annual turnover of Rs 5 Cr. during each of the last four financial years, i.e. 2010-11, 2011-12, 2012-13 and 2013-14 or Calendar year 2010, 2011, 2012, 2013 or the Bidder's financial year.	<table border="1"> <tr> <td>YES/NO</td> <td>YES/NO</td> <td>YES/NO</td> </tr> <tr> <td>Amt in lac.</td> <td>Amt in lac.</td> <td>Amt in lac.</td> </tr> </table>	YES/NO	YES/NO	YES/NO	Amt in lac.	Amt in lac.	Amt in lac.	This must be supported by audited financial statements (Reports) for the financial year 2010-11, 2011-12, 2012-13, 2013-14 or Calendar year 2010, 2011, 2012 and 2013 or the bidder's financial years
YES/NO	YES/NO	YES/NO							
Amt in lac.	Amt in lac.	Amt in lac.							
3	The bidder should be a profit (profit after tax) making company in any one of the last four financial years, i.e. 2010-11, 2011-12, 2012-13 and 2013-2014 (or calendar year 2010, 2011, 2012, 2013 or bidder's financial year)	<table border="1"> <tr> <td>YES/NO</td> </tr> <tr> <td>Amt in Cr.</td> </tr> <tr> <td>Duration of Project (months)</td> </tr> </table>	YES/NO	Amt in Cr.	Duration of Project (months)	This must be supported by audited financial statements (Reports) for the financial year 2010-11, 2011-12, 2012-13, 2013-2014 or Calendar year 2010, 2011, 2012 and 2013 or the bidders' last financial year.			
YES/NO									
Amt in Cr.									
Duration of Project (months)									
4	The Bidder should have executed at least 1 consultancy assignment which involves technical message design of the financial messaging specifications in last 3 years.	YES/NO	Documentary proof should be provided						
5	The Bidder should not be currently blacklisted by any bank / institution in India.		Self-Declaration on Company letter head as per Annexure A9						



**ANNEXURE A6 -UNDERTAKING CUM INDEMNITY**  
(To be executed on RS. 300/-Non Judicial Stamp Papers)

**UNDERTAKING CUM INDEMNITY**

I \_\_\_\_\_ the authorized person on behalf of \_\_\_\_\_ having its registered office at \_\_\_\_\_ as a part of response of RFP No. NPCI: RFP:2015-16/IT /0002 dated 02.05.2015 floated by **National Payment Corporation Of India (NPCI)** for **“Selection of Consultant for Bharat Bill Payment System Project”** do hereby undertake as follows:

I undertake and agree to provide the services as mentioned in RFP.

I further undertake that all notes and memoranda of any trade secrets, Intellectual property or confidential business information concerning the business of the NPCI and its affiliates or any of their bidder's, agents, distributors, or customers which shall be acquired, received or made by me/my company/my firm during the period of my tenure shall be the exclusive property of the NPCI and shall be surrendered by me to any person duly authorized in that behalf immediately after the termination of my/my company's/my firm's agreement or at the request of NPCI at any time during my tenure and shall keep all the records and materials acquired during the tenure strictly to my confine and shall not misuse or allow it to be misused for any purpose commercial or otherwise other than for which it was intended.

I further undertake that I/my company/my firm will at all-time maintain and keep secret and in confidence the confidential information of the NPCI and shall not disclose or divulge the same or any part thereof to any third party and shall not reverse engineer, decompile, disassemble, copy, republish, reproduce or modify confidential information or material or data.

I undertake that I/my company/my firm agree to transfer the Intellectual Property Rights of all the deliverables (including any analysis, documentation, policy, rules etc.) provided to NPCI for this project and NPCI will be the sole and exclusive owner of the IPR. I further undertake that neither myself nor my firm nor any sub-contractor if employed for this project will claim any intellectual property right over any deliverables provided to NPCI. I further agree that in the event of me/my company/my firm or any of my sub-contractor refuses to transfer Intellectual Property Right (IPR) of the any advertisements, creative work, promotions, analysis, documentation, policy, rules etc. delivered, NPCI will have the right to disqualify/blacklist me/my company/ my firm and forfeit EMD/Bank Guarantee.

I undertake and agree that, If at any stage, it transpires that there is a conflict of interest between me/my Firm or any subcontractor with NPCI or (with possibility of) hindering NPCI business pursuit in any way, NPCI reserves the right to reject my Bid.

I further undertake that our company/firm will not work with any third party, against or affecting the interest of the NPCI during my tenure.

I undertake and further agree that I or my firm's Employees/Subject Matter Expertise whose names are provided as a response to this RFP will be available in Mumbai for the project.

## RFP for Selection of Technical Consultant for Bharat Bill Payment System Project

I have gone through all the conditions of RFP and I agree that I shall be liable to any punitive action for furnishing false information / documents. I also agree that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist my company/firm and forfeit EMD/Bank Guarantee.

I further undertake to keep NPCI indemnified against any claims, all losses, costs, and damages occurred, or caused to the NPCI due to willful acts or omissions or carelessness or negligence, fraud or noncompliance of terms and conditions of the said Bidder Agreement or laws or violation of statutory provisions etc. I/my company/my firm shall pay to the NPCI all such amount immediately on demand. This **Undertaking cum Indemnity** has been executed without prejudice to any other rights available to the NPCI.

This **Undertaking cum Indemnity** shall continue to remain in force and in effect all through my/my company's/my firm's tenure with the NPCI.

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

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

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

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

Witnesses:

Name:

Address:

**ANNEXURE A7 -DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS**

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.

Sir,

**Re: RFP No. NPCI:RFP:2015-16/ IT/ 0002 dated 02.05.2015 for “Selection of Consultant for Bharat Bill Payment System Project”**

I have carefully gone through the Terms & Conditions contained in the above referred RFP document for “\_\_\_\_\_”. I declare that all the provisions of this RFP 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 Applicant)

Printed Name

Designation

Seal

Date:

Business Address:

**ANNEXURE A8 - 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./Ms. \_\_\_\_\_ (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. NPCI: RFP: 2015-16/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 \_\_\_\_\_ 2015

For

\_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

(Signature

(Name

Designation)

Date:

Business Address:

**ANNEXURE A9 - DECLARATION REGARDING CLEAN TRACK RECORD**

**(On Company/firm'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:2015-16/ IT/0002 dated 02.05.2015 for "Selection of Consultant for Bharat Bill Payment System Project"**

I have carefully gone through the Terms and Conditions contained in the above referred RFP for Engagement of bidder's to develop Marketing communication strategies 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 Applicant)

Printed Name

Designation

## SECTION 10 - TO BE PUT IN ENVELOPE 'B'

### Annexure B1 -Bidder's Organization and Experience

#### A –Bidder's Organization

[Provide here a brief description of the background and organization of your firm/company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc.]

#### B –Bidder's Experience

[Provide information on the kind of Projects for which your company/firm was legally contracted. Using the format below, provide information on each of the Project for which your company/firm was legally contracted either individually as a corporate entity for carrying out job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). ]

Company/Firm's name:

S.No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of Project cost (In Rupees)	
3.	Country	
4.	Location within country	
5.	Duration of Project (months)	
6.	Total No. of man-months of the Assignment/job	
7.	Approx. value of the Assignment/job provided by your company/firm under the contract (in Rupees)	
9.	Name of senior professional staff of your company/firm involved and functions Performed	
11.	Contact details of the client wherever Available	

**Note:** Please provide documentary evidence from the client wherever applicable.

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

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

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

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

**ANNEXURE B2 - KNOWLEDGE AND EXPERIENCE IN INDIAN FINANCIAL SERVICES AND BANKING MARKET**

[Using the format below provide information on projects executed in Indian Financial Services and Banking Market mentioning scope of work, time frame, deliverables etc.]

S.No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of contract/Project cost (In Rupees)	
3.	Country	
4.	Location within country	
5.	Duration of Project (months)	
6.	Total No. of man-months of the Assignment/ job	
7.	Approx. value of the Assignment/job provided by your company/firm under the contract (in Rupees)	
8.	Name of associated Consultants	
9.	Name of senior professional staff of your company/firm involved and functions performed	
10.	Description of actual Assignment/job provided by your Consultants within the Assignment/job	
11.	Contact details of the client wherever available	

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

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

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

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

**ANNEXURE B3- DETAILS OF PROJECTS**

Write-up on projects executed scope of work, time frame, deliverables, role of applicant/subcontractor etc.

S.No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of contract/Project cost (In Rupees)	
3.	Country	
4.	Location within country	
5.	Duration of Project (months)	
6.	Total No. of man-months of the Assignment/job	
7.	Approx. value of the Assignment/job provided by your company/firm under the contract (in Rupees)	
8.	Name of associated Consultants	
9.	Name of senior professional staff of your company/firm involved and functions performed	
10.	Description of actual Assignment/job provided by your bidder's within the Assignment/job	
11.	Contact details of the client wherever available	

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

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

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

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



**ANNEXURE B4 - CLIENT DETAILS**

Provide client details of the projects mentioned in Annexure B3.

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

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

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

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

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

**ANNEXURE B5 -COMMENTS AND SUGGESTIONS**

**A - On the Scope of Work**

[Suggest and justify here any modifications or improvement to the Scope of work you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another etc.). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**B - On Inputs and Facilities to be provided by NPCI**

[Comment here on Inputs and facilities to be provided by NPCI including: administrative support, office space, equipment, data, etc.]

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_, Place \_\_\_\_\_

**ANNEXURE B6 - QUESTIONNAIRE**

1. Has the bidder done any assignment related to bill payment service industry, if yes please provide the details.

S.No	Client	Country	Year	Thought Process Behind Concept	Description and Target audience	Data That Could Suffice For The Success Story

2. Provide details of the accreditation/membership of your organization to various concerned organizations.

S.No	Organization	Country	No Of Years Of Membership

3. Has your company won any award in the past 5 years for activities related to Bill Payment? If yes, please provide the details of the award winning project, year of award and the awarding authority.

S.No	Awarding organization	Client	Country	Category	Campaign

4. How do you intend to provide BBPS solutions as per required specification?  
How would your organization like to approach the project? Explain with the help of the proposed plan for BBPS.

5. Is your organization rated by any standard organization for payment systems? If yes, please provide the rating along with scale.

**DOCUMENTS TO BE PUT IN ENVELOPE „C‘**

**Annexure C1 Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

**Re: “RFP: 2015-16/ IT/0002 dated 02.05.2015 for “Selection of Consultant for Bharat Bill Payment System Project”**

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required consultancy 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.....2015

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**ANNEXURE C2      COMMERCIAL BID FORM**

**RFP: 2015-16/ IT/0002 dated 02.05.2015 for “Selection of Consultant for**

**Bharat Bill Payment System Project**

**Commercial Bid Format**

No.	Line Item	Unit Price	Taxes	Total Price
Consultancy Fee				
1.	Report consisting of all deliverables mentioned in RFP			

Dated this..... Day of.....2015

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

## ANNEXURE 1 - NON-DISCLOSURE AGREEMENT

### Annexure 1 - NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this ----- day of -----, 2015 (“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



## RFP for Selection of Technical Consultant for Bharat Bill Payment System Project

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**

RFP for Selection of Technical Consultant for Bharat Bill Payment System Project

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.

<p><b>IN WITNESS WHEREOF,</b> 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></p>	<p><b>Successful Bidder Name</b></p>
<p>By Name:</p>	<p>By Name:</p>
<p>Designation</p>	<p>Designation</p>