



## Request For Proposal for Supply and Implementation of NACH H2H Solution

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RFP Reference No: NPCI/RFP/2014-15/IT/0020 Dated 24.11.2014

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

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

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

### Checklist

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

1. Demand Draft / Pay Order for Rs 3,371.00 (i.e. Rs.3,000 + Service Tax@12.36%) towards cost of Bid document in Envelope - ‘A’
2. Demand Draft / Banker’s Cheque / Bank Guarantee of INR 1,00,000/- (Rupees One Lakh Only) towards Bid Security in Envelope - ‘A’ Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope ‘A’ Eligibility Criteria Response.
5. Envelope ‘B’ Technical Response
6. Envelope ‘C’ Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - ‘A’.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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**Abbreviations and Acronyms**

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

BG	Bank Guarantee
DC	Data Centre
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
LAN	Local Area Network
NPCI	National Payments Corporation of India
OEM	Original Equipment Manufacturer
RFP	Request for Proposal in Context
PBG	Performance Bank Guarantee
SAN	Storage Area Network
SLA	Service Level Agreement
WAN	Wide Area Network

## Section 1 - Bid Schedule and Address

Sr. No.	Description	Detailed Information
1	Name of Project	Request for Proposal for Supply and Implementation of NACH H2H Solution
2	Tender Reference Number	NPCI/RFP/2014-15/IT/0020 dated 24/11/2014
3	Date of publishing the RFP on NPCI website	24.11.2014
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	05.12.2014 6.30 pm
5	Date and Time for Pre Bid Meeting	Not Applicable
6	Last date and time for Bid Submission	16.12.2014 - 3.00 pm
7	Address for Submission of Bidding Document and Place of Bid Submission	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
8	Date and Time of Eligibility Bid and Technical Bid Opening(Envelope A & B)	16.12.2014 - 3.30 pm
9	Date and time of Commercial Bid Opening(Envelope C)	Qualified bidders would be informed.
10	Name and Address for Communication	VP & Head - IT Procurement National Payments Corporation of India 8 <sup>th</sup> Floor, R Tech Park, Off Western Express Highway, Nirlon Knowledge Park, Near HUB Mall, Opp Western Express Highway, Goregaon-East, Mumbai - 400063
11	Bid Related Queries	<b>Mr. Satheesh Kumar</b> Phone No : +91-9789911755 Email Id : <a href="mailto:satheesh.kumar@npci.org.in">satheesh.kumar@npci.org.in</a> <b>Mr. Vikas Sharma</b> Phone No : + 91-8108186575 Email Id: <a href="mailto:vikas.sharma@npci.org.in">vikas.sharma@npci.org.in</a> <b>Mr. S. Subramanian</b> Phone No : +91 -9840721856 Email Id : <a href="mailto:sankara.subramanian@npci.org.in">sankara.subramanian@npci.org.in</a> <b>Mr. Prashant Awale</b> Phone No :+91-8108108650 Email Id : <a href="mailto:Prashant.awale@npci.org.in">Prashant.awale@npci.org.in</a> <b>Mr. Benny Joseph</b> Phone No : +91-8108122844 Email Id : <a href="mailto:benny.joseph@npci.org.in">benny.joseph@npci.org.in</a>
12	Bid Cost	Rs. 3,371 /-(Rs.3,000.00 plus Service Tax@12.36%)
	EMD/Bid Security	Rs.1,00,000/- (One lakh only)

**Note:**

- Bids will be opened in the presence of the Bidders' representatives who choose to attend.
- Date and Time & Address for Technical Bid & Commercial Bid Opening will be intimated later to the qualified Bidders.
- Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for Rs. 3,371 /- (i.e. Rs.3,000 + 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. The vision, mission and objectives of NPCI are to operate for the benefit of all the member banks and the common man at large.

### 2.2 Objective of this RFP:

Objective of this RFP is to empanel service providers which can supply, install, integrate with NACH system and maintain Host to Host solution at bank end to facilitate the automation of NACH system

### 2.3 Cost of the RFP

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

The Bidders can download the RFP document from NPCI website and submit the bid related documents at NPCI's office, 08th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai - 400 063 along with the non-refundable amount of Rs 3,371/- (INR Three thousand three hundred and seventy one only, inclusive of Service Tax), 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.

RFP document containing detailed specifications and requirements with terms and conditions can be obtained by eligible Bidders on any working day during office hours from 10:30 hrs to 18:30 hrs till the stipulated last date for the purpose, on payment of RFP cost in the form of Demand Draft / Pay Order

### 2.4 Due Diligence

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

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

### 2.5 Ownership of this RFP

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



## Section 3 - Scope of Work

### 3.1 Scope of work

National Payments Corporation of India (NPCI) has implemented a centralized system “National Automated Clearing House (NACH)” for Banks, Financial Institutions, Corporates and Government. NACH is a web based solution to facilitate interbank, high volume, electronic transactions which are repetitive and periodic in nature. To provide the straight through capabilities there is a need to implement Host to Host solution at client end to ensure seamless automation between Banks and NACH System. The Scope of the work is to supply and implement NACH H2H client end solution. Initial deployment would be at - banks located across the country. NPCI proposes to empanel service providers for supply and implementation of the Solution at the member banks of NACH. The member banks would place the orders with the empanelled vendor directly at the price finalized through this RFP.

Client end solution should have following features:

- 1) Capability to process all file formats (text/xml) present and future supported by NACH system i.e. ACH DR, ACH CR, NACH CR(ECS), NACH DR(ECS), APB ,EBT ,MMS, Aadhaar Mapper, Aadhaar Vlookup file formats, etc.
- 2) Auto Split the NACH input/return file based on NPCI set limit.
- 3) Automatic digital Signing of NACH input and return file as per NACH defined format.
- 4) Automatic pull and push the file from NACH server using SFTP protocol.
- 5) Auto verify (unsign) the signed inward and response file.
- 6) Auto merge or split the inward / response file as per the member bank's requirements
- 7) Handling Acknowledgements received from NACH system.
- 8) Capability to handle NACH functionalities including Bank extension, Partially Rejected file, rejected files and cancelled files.
- 9) Admin menu to maintain parameters for record count limit where ever applicable, polling time interval, folder path, NACH user ID password, configurable private key, SFTP IP, Port, etc. which can be modified by front end user.
- 10) To read and use digital certificates from token or HSM issued by any CA.
- 11) Dashboard and reports for banks to monitor the files status and file split/merge details.
- 12) Solution should be Platform independent and should support all database systems
- 13) Alerts to users by Email or any other mode.

## **Section 4 - Eligibility Criteria**

### **4.1 Pre-requisites**

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described 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.

### **4.2 Eligibility Criteria**

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

- a) The Bidder should be a Company registered under the Companies Act, 1956 since the last three years.
- b) The Bidder should have minimum annual turnover of Rs. 10 crores during the last three financial years. (2011-12, 2012-13 and 2013-14) or Calendar years 2011, 2012, 2013 or the Bidder's financial year)
- c) The Bidder should be a profit (profit after tax) making Company in any one of the last three financial years .i.e. 2011-12, 2012-13 or 2013-14 (or Calendar years 2011, 2012 or 2013 or the Bidder's financial year)
- d) The Bidder should provide reference of 2 clients who have procured NACH product related solutions from them.
- e) The Bidder should not be currently blacklisted by any bank / institution in India or abroad.

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

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

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

## Section 5 - Instruction to Bidders

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

#### **5.1 RFP**

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

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

#### **5.2 Cost of Bidding**

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

#### **5.3 Single Point of Contact**

The selected L1 Bidder shall appoint a single point of contact (SPOC) with whom NPCI will deal for any activity pertaining to the requirements of this RFP. The SPOC must be at a minimum level of Manager in the organization.

#### **5.4 Content of Bidding Document**

The Bid shall be in 3 separate envelopes, Envelope A, B and C. Contents of Envelopes are mentioned in Clause 5.16.

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

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

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

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

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

#### **5.6 Amendment of Bidding Documents**

1. At any time prior to the deadline for submission of bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

## **B. Preparation of Bid**

### **5.7 Bid Price**

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 receipt.

The VAT/Sales Tax should be shown separately in the Price Schedule.

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

The Bidder is required to deposit Rs.1,00,000/- (Rupees One Lakh Only) in the form of a Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled Commercial Bank valid for six months with a claim period of 12 months, as per format in Annexure A1 or A2 as Earnest Money Deposit.

No interest will be paid on the EMD.

### **5.9 Return of EMD**

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

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

### **5.10 Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / proposal before furnishing Performance Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within seven days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Guarantee within stipulated period from the date of execution of the contract. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

### **5.11 Period of Validity of Bids**

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

### **5.12 Extension of Period of Validity**

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The

EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

#### **5.13 Format of Bid**

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy of the Technical Bid)

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

#### **5.14 Signing of Bid**

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

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

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

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

### **C. Submission of Bid**

#### **5.15 Envelopes of bidding process**

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '**Request for Proposal for Supply and Implementation of NACH H2H Solution**'.

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

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

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

### **5.16 Contents of the 3 Envelopes**

#### **Envelope 'A' - Eligibility Criteria**

The following documents shall be inserted inside Envelope A:

- 1 Bid Cost in the form of Demand draft/Pay order
- 2 Bid Earnest Money in the form of Demand Draft - Annexure A1 **OR** Bid Earnest Money in the form of Bank Guarantee - Annexure A2
- 3 Bid Offer form (without price) - Annexure B
- 4 Bidder Information - Annexure C
- 5 Declaration for Clean Track Record - Annexure D
- 6 Declaration of Acceptance of Terms and Conditions - Annexure E
- 7 Declaration of Acceptance of Scope of Work - Annexure F
- 8 Power of Attorney for Signing of Bid - Annexure G
- 9 Eligibility Criteria Matrix - Annexure H
- 10 Last one year audited balanced sheet and profit and loss statements.
- 11 RFP document duly sealed and signed by the authorized signatory on each page
- 12 Reference letter from 2 clients who have procured NACH product related solutions

#### **Envelope 'B' - Technical Bid**

The following documents shall be inserted inside Envelope B:

- 1 Section 11 - Technical Requirements duly completed - Annexure J, K
- 2 Reference site details and customer contact details.
- 3 Entire commercial bid with price masked.

#### **Envelope 'C' - Commercial Bid**

- 1 Commercial Bid Form - Annexure M
- 2 Commercial Bid Format - Annexure N

### **5.17 Bid Submission**

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

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

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

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

### **5.18 Bid Currency**

All prices shall be expressed in Indian Rupees only.

### **5.19 Bid Language**

The bid shall be in English Language.

#### **5.20 Rejection of Bid**

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

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

No bid shall be rejected at bid opening, except for late bids and those that do not conform to bidding terms.

#### **5.21 Deadline for Submission**

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

#### **5.22 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.

#### **5.23 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.

#### **5.24 Modifications and Withdrawal of Bids**

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

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

#### **5.25 Right to Reject, Accept/Cancel the bid**

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

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

#### **5.26 RFP Abandonment**

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

### **5.27 Bid Evaluation Process**

The Bid Evaluation will be carried out in 2 stages:

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

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

### **5.28 Contacting NPCI**

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



## **Section 6 - Bid Opening**

### **6.1 Opening of Bids**

Bids will be opened in 2 stages:

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

Stage 2 - In the second stage, the Commercial Bids i.e. Envelope 'C' will be opened.

### **6.2 Opening of Envelope A - Eligibility Criteria**

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.

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.

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

### **6.3 Opening of Envelope C - Commercial Bids**

Only those Bids that are technically qualified will be eligible for opening of commercial bids i.e. Envelope 'C'.

Those bidders who qualify technically will be intimated the date, time and address for opening of Commercial Bids.

The representatives of the Bidders have to produce an authorization letter from the Bidders/ Identity Cards to represent them at the time of opening of Commercial 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 the NPCI.

The bidders' 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.

## Section 7 - Bid Evaluation

### 7.1 Preliminary Examination of Eligibility Bids

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

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

NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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

### 7.2 Evaluation of Technical Bids

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

- a) Compliance to Technical Specifications as specified in the RFP.
- b) NPCI reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations will become part of the technical bid.
- c) Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- d) Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed solution are to be enclosed.
- e) To assist in the examination, evaluation and comparison of bids NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) NPCI may interact with the Customer references submitted by bidder, if required.

### 7.3 Scoring Matrix

The technical evaluation will be based on the criteria and score given below:

Criteria Credentials	Evaluation Parameters	Max Marks	Documents to be submitted
Handling input and Return file	Auto Split the file as per the NPCI defined limit  Automatically digitally sign the file reading digital certificates from HSM or token  Automatically push the file to NACH system using SFTP	30	
Handling Inward and response file	Auto verify the signed files  Auto merge or split the inward or response file as per member bank's requirement  Automatically pull the inward/ response/ ACK Files from NACH system using SFTP	30	
NACH functionalities and file formats	Capability to process all NACH file formats  Handling ACK files  Handling NACH functionalities including Bank extension, Partial rejection, Cancelled file	20	
Monitoring and Alerts	Admin menu to maintain parameters for record count limit, userid password, key, SFTP IP and PORT  Dashboard and reports for banks to monitor the files  Alerts to users by Email or other mode	20	
<b>TOTAL MARKS</b>		<b>100</b>	

### 7.4 Evaluation of Commercial Bids

Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated.

Arithmetic errors in the Bids submitted shall be treated as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;

- 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; and
- 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.

#### **7.5 Successful Evaluated Bidder:**

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

#### **7.6 Successful Bidders**

Bidder with the lowest commercial bid will be declared as successful evaluated Bidder who will be called L1 Bidder.

NPCI reserves the right to select two bidders for the Supply and Implementation of NACH H2H Solution.

Post selection of the L1 bidder, in order to arrive at the second bidder to be empanelled for Supply and implementation of NACH H2H Solution, the next best bidder will be requested to match the quote of the L1 vendor. If the L2 bidder refuses, then this will continue until the last technically qualified bidder refuses to match the price.

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

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

After selection of the bidders for empanelment and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Empanelment/purchase order to the selected Bidders.

### **8.2 Acceptance Procedure**

- Within 5 days of receipt of Notification of Empanelment/Purchase Order the successful Bidders shall send the acceptance.
- Failure of the successful Bidders to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- Upon the successful Bidder accepting the Notification of Empanelment or Purchase Order and signing the Contract and Non-Disclosure Agreement (NDA), NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### **8.3 Taxes and Duties**

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

Prices 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 any, shall be reimbursed at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to the member bank.

### **8.4 Term of the Contract**

The term of the Order will be for 4 years from the date of the issuance of Notification of Empanelment / Purchase Order. NPCI reserves the right to extend the term by one (1) year. NPCI shall notify its decision to extend the term at least one (1) month prior to expiry of the term.

In case there is no such notification for extension of term of contract, however, the successful bidder shall ensure to perform all obligations as per the contract for a period of 1 month beyond the term of contract.

### **8.5 Signing of Contract**

Within 30 days of receipt of the Notification of Award the successful Bidders shall execute the Contract with NPCI. The term of this Contract shall be initially for a period of four years commencing from the date of the vendor empanelment. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

### **8.6 Contract Amendments**

No variation in or modifications of the terms of the contract shall be made except by the written amendments signed by the parties.

### **8.7 NPCI Role and Responsibility**

NPCI's role is limited to empanel the service providers which can supply, install, integrate with NACH system and maintain Host to Host solution at banks' end to facilitate the automation of NACH system.

### **8.8 Selection of vendor by Bank**

Member Banks will evaluate the technical aspects and select the NACH H2H vendor on the basis of its own evaluation. NPCI would not be a party to the selection process of vendor selected by the bank. It would be open to banks to select any vendor from the panel finalized by NPCI, if banks so desire.

### **8.9 Performance Bank Guarantee**

The Successful bidders shall submit a Performance Bank Guarantee equal to 10% of total value of the Purchase order, valid for 12 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 notification of empanelment.

### **8.10 Terms of Delivery**

The functionalities shall be delivered within 2 weeks of receipt of the Purchase Order. Implementation shall be completed within 4 weeks.

### **8.11 Penalty for default in delivery**

If the successful bidder does not deliver the solution as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by member Banks, the banks may impose a penalty as given below:

- a) Non Delivery of above solution at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% (i.e. 10 weeks).
- b) In case the delay exceeds the stipulated delivery period, member Banks reserve the right to impose double this penalty and/ or cancel the order without prejudice to other remedies.
- c) Without any prejudice to member Banks other rights under the Applicable Law, Member Banks may recover the liquidated damages, if any, accruing to Banks, as above, from any amount payable to the supplier.

### **8.12 Warranties and Support**

Bidder shall provide warranty support for a period of 12 months from the date of acceptance of the solution by member banks.

In case of deficiency in performance of the application under consideration, as per the Scope of Work, during the warranty period, the successful bidder shall perform requisite analysis and provide solution to overcome issue at no extra cost to member Banks.

### **8.13 AMC support**

Bidder is expected to provide AMC (Annual Maintenance Contract) for the solution for a period of 3 Years after the expiry of warranty period. During AMC period, the Supplier shall provide at no additional cost to Banks, all new versions, releases, and updates for all standard software.

The scope of AMC includes routine maintenance of the solution, bug fixing, changes mandated by regulator, security patches.

Bidder shall ensure 100% uptime and 100% data availability on 24\*7\*365 basis. In the case of any breakdown / malfunctioning of solution, the relevant defect is attended to and rectified within a maximum period of 2 hours of the receipt/notice of the complaint.

In case of downtime during warranty or AMC, penalty amounting to Rs. 1000/- per hour can be levied.

#### **8.14 Acceptance Procedure**

After receipt of all the deliverables as defined in Section 9 of this document, the acceptance certificate (as mutually decided and approved by NPCI) will be signed by the successful bidder and officials / representatives of member banks. The date on which such certificate is signed shall be deemed to be the date of acceptance of member banks?. The warranty period will start accordingly.

#### **8.15 Rate Contract:**

- The price including AMC finalized under this RFP will be valid for a period of 4 Years.
- It may be noted that Banks are not bound to procure the solution at the price finalized under this RFP. Banks will be at liberty to continue with their existing arrangement or adopt their own process to procure the functionalities from the Vendor of their choice.

#### **8.16 Prices**

- No advance payment will be made.
- The vendor will raise invoice for the quantities supplied along with documentary evidence to the member bank.
- Price mentioned would be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, including VAT/Sales Tax, insurance, service taxes, labour charges, transportation charges and all other payments/expenditures incurred or incurable in the performance of its obligations.

#### **8.17 Payment Terms**

- 90% of the cost shall be paid after successful completion of implementation of NACH H2H Client Solution as per deliverables mentioned in Section 9 of this document.
- 10% of the cost shall be paid after expiry of the warranty period or against submission of Bank Guarantee for same amount. Bank Guarantee shall be valid till expiry of the warranty period with claim period of 12 months from the date of expiry of the validity period of the Bank Guarantee, as per the statutory provisions in this regard.

#### **8.18 Intellectual Property**

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

#### **8.19 Confidentiality**

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the **Annexure Z** 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 expiry of the agreement. .

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

#### **8.20 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.

#### **8.21 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/banks 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

#### **8.22 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/ delist the empanelled vendor 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



### **8.23 Force Majeure**

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

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

Notwithstanding the provisions of the SOW, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving NPCI or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

### **8.24 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.

#### **8.25 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.

#### **8.26 Governing Language**

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

#### **8.27 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 9 - Technical Specifications

- 1) Capability to process all file formats (text/xml) present and future supported by NACH system i.e. ACH DR, ACH CR, NACH CR(ECS), NACH DR(ECS), APB ,EBT ,MMS, Aadhaar Mapper, Aadhaar Vlookup file formats, etc.
- 2) Auto Split the NACH input/return file based on NPCI set limit
- 3) Automatic digital Signing of NACH input and return file as per NACH defined format
- 4) Automatic pull and push the file from NACH server using SFTP protocol
- 5) Auto verify (unsign) the signed inward and response file
- 6) Auto merge or split the inward / response file as per the member bank's requirement
- 7) Handling Acknowledgements received from NACH system
- 8) Capability to handle NACH functionalities including Bank extension, Partial Rejected file, rejected files and cancelled files
- 9) Admin menu to maintain parameters for record count limit where ever applicable, polling time interval, folder path, NACH user ID password, configurable private key, SFTP IP, Port, etc. which can be modified by front end user
- 10) To read and use digital certificates from token or HSM issued by any CA
- 11) Dashboard and reports for banks to monitor the files status and file split/merge details
- 12) Solution should be Platform independent and should support all database system
- 13) Alerts to users by Email or any other mode

### Process for automatic transfer of files to NACH

File of any size will be uploaded to the client side solution. If the file size is greater than the specified limit, then the solution will split the file automatically. While splitting, the split files' details and their corresponding data will be stored.

Then the solution will automatically sign the split files and push into NACH through SFTP.ACK for split files will be automatically pulled by the client solution and user will be alerted in case of any negative acknowledgement.

### Process for automatic transfer of files from NACH

The solution will pull and unsign the Inward/Response Files. Solution should have capability to split or merge the Inward files as per the limit set by banks if required.

#### **Automated file transfer (SFTP)**

Server will connect to NPCI server and PUT signed files into the system and GET processed signed files from the assigned folders using SFTP protocol. H2H automated solution is expected to create private/public SSH key pair for participants. Authentication of participants will happen using user id credentials and the authorized user key.

#### **Folder Structure for SFTP :**

Files to be uploaded from bank (INP & RTN) will be in the root directory (“/”)

Once a bank uploads a file in the root directory, NPCI server will immediately pick up and process the file

ACK & Error messages can be downloaded from folder: “/Inbox”

INW & RES files will be available for the bank in a folder with the bank’s short code. Example: For XYZ Bank, INW & RES files for that bank will be available in a folder called “/XYZB”

#### **Steps Involved in Digital Signing:**

The purpose of a digital signature is to ensure data authenticity and that the data is coming from an authentic source. Following are the steps involved in digital signing and unsigning of the file.

1. Use a PKCS keystore
2. Specify the Signature Algorithm (SHA256WITHRSA)
3. Read the file from system (original file)
4. Use Bouncy Castle provider to create CSM/PKCS#7 signed message.
5. Create an instance of Bouncy Castle's CMSignedDataGenerator call addSigner API by passing Private key, Certificate and Digest Algorithm(SHA256WITHRSA)
6. Create instance of CMS Signed Data and signed the original content by it. Here you need to use CMS Processable Class in JAVA API to sign the original content.

Calls generate method of CMS Signed Data API by passing CMS data (i.e. output got after step 5, false, and “Provider Name” (i.e. BC in this case).

7. Now encode the signature with Base64 encoder
8. Extract the public key certificate from the keystore and encode it to Base64.

9. Encode the Original file also into Base64
10. Preparing XML of the signed file as mentioned follows.

**Signed Envelope has following three components:**

1. OrgContent- Original data is encoded in Base64.
2. Signature- Generate detached signed data by using the Private key and Certificate. SHA256 Digest Algorithm is used. DER Encoded signed data is retrieved from the signed data and Base64 encoded.
3. Certificate- Certificate matching the above signer id is retrieved from the store and Base64 encoded.

**Verification of Signed data**

1. The verification process will be exact opposite which one had used for signing the data. During verifying, first get the Original Data, Signature, and Certificate one by one from the XML of the signed file.
2. Create Bouncy Castle instance and add that provider using addProvider method.
3. Create instance of CMS Processable Byte Array of Original Content and base 64 decoded Signature separately.
4. Get the CMSSignedData by passing output of step 3 as two different arguments. And after that get the Signer informations from the CMSSignedData.
5. Extract Certificate from certstore collection. Create its "X.509" the instance and obtain the base 64 decoded Certificate which got from the step 1 mentioned above and generate the Certificate.
6. Use "verify" method of Signer Information Java class to verify the file by providing the output got from step 4 and "BC" as an arguments. The output flag will results into status of Verification of data. True returns Verification Successful and False returns Verification Failed.

## Section 10 - 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, 8th Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra(E), Mumbai - 400 051.

**Subject: RFP No. NPCI/RFP/2014-15/IT/0020 Dated 24.11.2014 for "Request for Proposal for Supply and Implementation of NACH H2H Solution"**

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. 1,00,000/- (Rupees One lakh only). This EMD is as required by clause 5.8 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure A2 - Bid Security (Bank Guarantee)**

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

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

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

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

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

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

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

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

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

This guarantee will expire:

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

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

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

\_\_\_\_\_  
[Signature]

**Annexure A3 - PROFORMA OF 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 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, 8th Floor, RBI Premises,  
Bandra Kurla Complex, Bandra (East),  
Mumbai - 400 051

Dear Sir,

**Subject: RFP No. NPCI/RFP/2014-15/IT/0020 Dated 24.11.2014 for "Request for Proposal for Supply and Implementation of NACH H2H Solution".**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually

correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

## Annexure C - Bidder Information

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.		Date:	
			Ref#	
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (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	2011-12	2012-13	2013-14
15	Net worth			
16	Turn Over			
17	PAT			

**Annexure D - Declaration for Clean Track Record**

To

The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra(E), Mumbai - 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. NPCI/RFP/2014-15/IT/0020 Dated 24.11.2014 - Request for Proposal for Supply and Implementation of NACH H2H Solution**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

**To**

The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra (E), Mumbai - 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for RFP No. NPCI/RFP/2014-15/IT/0020 Dated 24.11.2014 - **Request for Proposal for Supply and Implementation of NACH H2H Solution**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

To

The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra(E), Mumbai - 400 051.

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. NPCI/RFP/2014-15/IT/0020 Dated 24.11.2014 - Request for Proposal for Supply and Implementation of NACH H2H Solution.**

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure G - Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by these present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. NPCI/RFP/2014-15/IT/0020 Dated 24.11.2014 - Request for Proposal for Supply and Implementation of NACH H2H Solution** in response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.  
For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

Signature)  
(Name Designation)  
Date:  
Business Address:



## Annexure H - Eligibility Criteria Compliance

Eligibility Criteria	Complied with Statements	Proof Attached
The bidder should be a Company registered under the Companies Act, 1956 since the last three years		Valid company Registration Certificate
The Bidder should have minimum annual turnover of Rs. 10 crores during the last three financial years. (2011-12, 2012-13 and 2013-14) or Calendar years 2011, 2012, 2013 or the Bidder's financial year).		Audited balance sheets to be submitted
The Bidder should be a profit (profit after tax) making Company in any one of the last three financial years .i.e. 2011-12, 2012-13 or 2013-14 (or Calendar years 2011, 2012 or 2013 or the Bidder's financial year).		Audited balance sheets to be submitted
The Bidder should provide reference of 2 clients who have procured NACH product related solutions from them		References to be provided by bidder
The Bidder should not be currently blacklisted by any bank / institution in India or abroad.		As per Annexure-E

**Section 11 - Documents to be put in Envelope 'B'****Annexure J - Technical Evaluation Compliance**

Sr. No.	Description of the Product functionalities	Availability (Y/N)	Remarks
1	Capability to process all file formats (text/xml) present and future supported by NACH system		
2	Auto Split the NACH input/return file based on NPCI set limit		
3	Automatic digital Signing of NACH input and return file as per NACH defined format		
4	Automatic pull and push the file from NACH server using SFTP protocol		
5	Auto verify (unsign) the signed inward and response file		
6	Auto merge or split the inward / response file as per the member bank's requirement		
7	Acknowledgements Handling		
8	Capability to handle NACH functionalities including Bank extension, Partial Rejected file, rejected files and cancelled files		
9	Admin menu to maintain parameters for record count limit where ever applicable, polling time interval, folder path, NACH user ID password, configurable private key, SFTP IP, Port, etc. which can be modified by front end user		
10	To read and use digital certificates from token or HSM issued by any CA		
11	Dashboard and reports for banks to monitor the files status and file split/merge details		
12	Platform independency		
13	Alerts to users by Email or any other mode		

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

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

**Annexure K - Project List / Client List Format**

Sr. No	Project Details	Customer	Name of Tools Used	Year of Project & timeline in weeks

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Section 12 - Documents to be put in Envelope 'C'**

**Annexure M - Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

**Re: NPCI/RFP/2014-15/IT/0020 dated 24/11/2014 for Request for Proposal for Supply and Implementation of NACH H2H Solution**

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 N - Commercial Bid Format**

Request for Proposal for Supply and Implementation of NACH H2H Solution						
Sr No	Description	Unit Price (Rs)	Taxes (Rs)	Sub-Total (Rs) (A)	Qty (B)	Total Price (Rs.) (A*B)
1	NACH H2H Automated Solution with 1 Year Warranty				30	
Total I :						
2	Year 1 AMC				30	
3	Year 2 AMC				30	
4	Year 3 AMC				30	
Total II:						
<b>Grand Total (TCO) (Total I + Total II) :</b>						

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure Z - 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.

<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>