



Request For Proposal for Development and Implementation of Unified Payment Interface System

RFP Reference No: NPCI/RFP/2015-16/IT/001 dated 20.04.2015
National Payments Corporation of India
8thFloor, R Tech Park,
Off Western Express highway,
Nirlon Complex, Near Hub Mall ,
Goregaon-East, Mumbai - 400063
Tel: +91-22-40508500
email- itprocurement@npci.org.in
Website: www.npci.org.in

Copyright Notice

Copyright© 2015 by National Payments Corporation of India. All rights reserved.

Disclaimer

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

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

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

Checklist

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

1. Demand Draft / Pay Order for Rs /-(Rs.5,000/- plus 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/- (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.

CHECKLIST.....	2
ABBREVIATIONS AND ACRONYMS	6
SECTION 1 - BID SCHEDULE AND ADDRESS	7
SECTION 2 - INTRODUCTION	8
2.1 ABOUT NPCI	8
2.2 OBJECTIVE OF THIS RFP:.....	8
2.3 COST OF THE RFP	9
2.4 DUE DILIGENCE	9
2.5 OWNERSHIP OF THIS RFP	9
SECTION 3 – SCOPE OF WORK.....	10
3.1 SCOPE OF WORK	10
3.2 SINGLE POINT OF CONTACT.....	11
SECTION 4 - ELIGIBILITY CRITERIA	12
4.1 PRE-REQUISITES.....	12
4.2 ELIGIBILITY CRITERIA	12
4.3 ELIGIBILITY CRITERIA RESPONSE SHEET	12
4.4 TERMS OF USAGE.....	12
SECTION 5 - INSTRUCTION TO BIDDERS	14
5.1 RFP	14
5.2 COST OF BIDDING	14
5.3 CONTENT OF BIDDING DOCUMENT	14
5.4 CLARIFICATIONS OF BIDDING DOCUMENTS AND PRE-BID MEETING.....	14
5.5 AMENDMENT OF BIDDING DOCUMENTS	14
5.6 BID PRICE	14
5.7 EARNEST MONEY DEPOSIT (EMD).....	15
5.8 RETURN OF EMD.....	15
5.9 FORFEITURE OF EMD	15
5.10 PERIOD OF VALIDITY OF BIDS.....	15
5.11 EXTENSION OF PERIOD OF VALIDITY	15
5.12 FORMAT OF BID.....	15
5.13 SIGNING OF BID	15
5.14 ENVELOPE BIDDING PROCESS	16
5.15 CONTENTS OF THE 3 ENVELOPES.....	16
5.16 BID SUBMISSION.....	16
5.17 BID CURRENCY	16
5.18 BID LANGUAGE.....	16
5.19 REJECTION OF BID	17
5.20 DEADLINE FOR SUBMISSION	17
5.21 EXTENSION OF DEADLINE FOR SUBMISSION OF BID.....	17
5.22 LATE BID	17
5.23 MODIFICATIONS AND WITHDRAWAL OF BIDS	17
5.24 RIGHT TO REJECT, ACCEPT/CANCEL THE BID	17
5.25 RFP ABANDONMENT	17
5.26 BID EVALUATION PROCESS.....	17

5.27 CONTACTING NPCI	17
SECTION 6 - BID OPENING	19
6.1 OPENING OF BIDS	19
6.2 OPENING OF ENVELOPE 'A' - ELIGIBILITY BIDS.....	19
6.3 OPENING OF ENVELOPE 'B' - TECHNICAL BIDS	19
6.4 OPENING OF ENVELOPE C - COMMERCIAL BIDS.....	19
SECTION 7 - BID EVALUATION	20
7.1 PRELIMINARY EXAMINATION OF ELIGIBILITY BIDS.....	20
7.2 EVALUATION OF TECHNICAL BIDS	20
7.3 SCORING MATRIX (IF ANY)	20
7.4 EVALUATION OF COMMERCIAL BIDS:	21
7.5 SUCCESSFUL EVALUATED BIDDER:	21
SECTION 8 - TERMS AND CONDITIONS	22
8.1 NOTIFICATION OF AWARD / PURCHASE ORDER.....	22
8.2 TERM OF THE ORDER	22
8.3 ACCEPTANCE PROCEDURE.....	22
8.4 PERFORMANCE BANK GUARANTEE	22
8.5 TAXES AND DUTIES	22
8.6 TERMS OF DELIVERY	22
8.7 PENALTY FOR DEFAULT IN DELIVERY.....	22
8.8 WARRANTIES AND SUPPORT.....	22
8.9 SERVICE LEVEL AGREEMENT & PENALTY FOR BREACH IN SLA.....	23
8.10 DELIVERABLES	23
8.11 PRICES	23
8.12 REPEAT ORDER:.....	23
8.13 PAYMENT TERMS	23
8.14 PRICE:.....	23
8.15 CONFIDENTIALITY	23
8.16 INDEMNITY	23
8.17 BIDDER'S LIABILITY	24
8.18 ORDER CANCELLATION	24
8.19 TERMINATION OF CONTRACT.....	24
8.20 FORCE MAJEURE.....	24
8.21 RESOLUTION OF DISPUTES	25
8.22 COMPLIANCE WITH APPLICABLE LAWS OF INDIA	25
8.23 LEGAL COMPLIANCES:	26
8.24 COMPLIANCE OF LABOUR AND OTHER LAW:	26
8.25 INTELLECTUAL PROPERTY RIGHTS:	26
8.26 STATUTORY COMPLIANCE:	26
8.27 APPLICABLE LAW AND JURISDICTION	27
8.28 FACILITIES PROVIDED BY NPCI:	27
8.29 NO DAMAGE OF NPCI PROPERTY	27
8.30 CORRUPT PRACTICE	27
8.31 ORDER CANCELLATION	27
8.32 GOVERNING LANGUAGE	27
8.33 ADDRESSES FOR NOTICES.....	28
SECTION 9 - TECHNICAL SPECIFICATIONS	29

SECTION 10 - DOCUMENTS FORMS TO BE PUT IN ENVELOPE A.....	30
<i>Annexure A1 - Bidder's Letter for EMD</i>	<i>30</i>
<i>Annexure A2 - Bid Security (Bank Guarantee).....</i>	<i>31</i>
<i>Annexure A3 - Bid Security (Performance Bank Guarantee)</i>	<i>32</i>
<i>Annexure B - Bid Offer Form (without Price).....</i>	<i>34</i>
<i>Annexure C - Bidder Information.....</i>	<i>36</i>
<i>Annexure D - Declaration for Clean Track Record.....</i>	<i>37</i>
<i>Annexure E - Declaration for Acceptance of RFP Terms and Conditions</i>	<i>38</i>
<i>Annexure F - Declaration for Acceptance of Scope of Work</i>	<i>39</i>
<i>Annexure G - Format Power of Attorney.....</i>	<i>40</i>
<i>Annexure H - Eligibility Criteria Compliance.....</i>	<i>41</i>
SECTION 11 - DOCUMENTS TO BE PUT IN ENVELOPE 'B'	43
<i>Annexure J - Technical Evaluation Compliance</i>	<i>43</i>
<i>Annexure K - Client Reference</i>	<i>44</i>
SECTION 12 - DOCUMENTS TO BE PUT IN ENVELOPE 'C'	45
<i>Annexure M - Commercial Bid Form</i>	<i>45</i>
<i>Annexure N - Commercial Bid Format.....</i>	<i>46</i>
<i>Annexure L – Bill of Material for Unified Payment Interface System</i>	<i>47</i>
<i>Annexure O – Recommended Hardware Specifications.....</i>	<i>48</i>
<i>Annexure Z - Non-Disclosure Agreement</i>	<i>49</i>

Abbreviations and Acronyms

The following abbreviations and acronyms 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
UPI	Unified Payments Interface

Section 1 - Bid Schedule and Address

Sr. No.	Description	Detailed Information
1	Name of Project	Request for Proposal for Development and Implementation of Unified Payment Interface system
2	Tender Reference Number	NPCI/RFP/2015-16/IT/01 dated 20/04/2015
3	Date of publishing the RFP on NPCI website	20/04/2015
4	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	27/04/2015
5	Date and Time for Pre Bid Meeting	Not applicable
6	Last date and time for Bid Submission	11/05/2015 - 3.00 pm
7	Address of Bid Submission	National Payments Corporation of India, 8th 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 Opening (Envelope A)	11/05/2015 - 3.30 pm
9	Date and Time of Technical Bid Opening (Envelope B)	Will be informed to the qualified bidders
10	Date and time of Commercial Bid Opening (Envelope C)	Technically qualified bidders would be informed.
11	Name and Address for Communication	VP & Head - IT Procurement National Payments Corporation of India 8th Floor, R Tech Park, Off Western Express Highway, Nirlon Knowledge Park, Near HUB Mall, Opp Western Express Highway, Goregaon-East, Mumbai - 400063
12	Bid Related Queries	Mr. Sateesh Palagiri Phone No : + 91- 8108108676 Email Id: spalagiri@npci.org.in Mr. Vikas Sharma Phone No : + 91-8108186575 Email Id: vikas.sharma@npci.org.in Mr. Prashant Awale Phone No : +91 8108108650 Email Id: Prashant.awale@npci.org.in Mr Benny Joseph Phone No : +91-8108122844 Email Id : benny.joseph@npci.org.in
12	Bid Cost	Rs. 5,618 /-(Rs. 5,000/- plus Service Tax@12.36%)
13	EMD/Bid Security	Rs 1,00,000/-(One lakh only)

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Date and Time & Address for Technical Bid & Commercial Bid Opening will be intimated later to the qualified Bidders.
3. Bid Cost: DD shall be made in favour of "National Payments Corporation of India" for Rs. 5,618 /- (Rs.5, 000/- plus 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 8 of the Companies Act, 2013” 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:

The proposed project is for designing, developing, implementing and maintaining a Unified payments interface system. The objective of this RFP is to seek proposals from the eligible bidders (Highly professional, qualified and experienced software development companies in the Payment Industry) to **develop and implement the UPI system** based on the following criteria’s

- **Modern Application:** New generation software solution.
- **Open Architecture:** Platform architecture should be open, flexible and dynamic in nature.
- **Ease of Maintenance:** The solution should be modular and configurable for ease of change management and maintenance while providing the flexibility of accommodating new generation application.
- **High Availability:** The application should have 99.999% availability. It should allow online addition, deletion and modification of the software modules without any impact on aforesaid availability.
- **BCP:** The system should support a RPO of zero and RTO of near zero.
- **Scalability:** The system should provide horizontal, vertical and linear scalability without inherent bottle necks and design changes. The solution scalability should be proven by carrying out the benchmark exercise by Bidder.
- **Configurability:** The system should be highly configurable and parameterized.
- **High Capacity and Throughput:** The solution should have high throughput and capacity; a solution capable of achieving a sustained throughput of 2000 TPS to be provided to start with. Application should be scalable to handle a throughput of 10,000 TPS and above to meet future requirements.
- **Platform Independence:** The solution should be Platform independent and should not be constrained to a single Hardware Platform or Operating System or database.
- **Monitoring Capability:** The solution must have adequate real-time monitoring of the transactions and application modules with automated alert mechanism through multiple channels.
- **Secured:** The UPI System has to be developed from approach of “secure from start” and should have all controls well defined as per regulator, industry standards (PCI-DSS, ISO) requirements and NPCI Policies.
- Natively IPv6 Ready and Backward Compatible
- Tokenization

2.3 Cost of the RFP

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

The Bidders can submit the bid response at NPCI's office at 08th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai - 400 063, along with non-refundable amount of **Rs 5,618/-** (INR Five thousand six hundred and eighteen only, inclusive of Service Tax), payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favouring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai.

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

The Bidder must -

- Design the UPI system architecture and develop the UPI system in such a way that enables it to be fully scalable (Horizontal, vertical and linear scalability) and adaptable to future needs, technological evolutions and volumes of business.
- Study and implement the UPI architecture envisaged by NPCI.
- The solution should be Platform independent and should not be constrained to a single Hardware Platform(X86 is mandatory) or Operating System (Linux being mandatory) or database (postgres being mandatory)
- Develop the UPI system solution using open source technology.
- In addition to implementation of architecture the bidder be responsible to provide audit trails of all transactions and user activities, reports, dashboards, application logs by providing a GUI based interface to NPCI.
- Provide 100% SLA for accounting and reconciliation of transactions on the unified API platform on daily basis.
- recommend the detailed infrastructure with specifications required for rolling out the solution in development, testing, staging, production, high availability and DR environments which includes hardware, Operating System, database, middleware, replication technologies/tool, version management tools, software licenses, support subscription, no of unit etc.
- Plan, assist, guide and formulate strategy for System Development, testing and User Acceptance Testing along with Audits and resolution of identified issues/observations (third party/internal audits) of the UPI system.
- Documentation on the solution, user manual, source code, source code management have to be provided by the bidder.
- Be responsible for identifying the interface requirements for the existing as well as proposed software modules, understand the interface software requirements, including APIs, between the existing systems and the UPI solution
- Create and maintain a software repository for purpose of code maintenance and enhancements.
- Prepare various guidelines/documents and procedures required by NPCI pertaining to the UPI system.
- Identify and manage training schedule covering all levels of officials, IT staff, operations and business users of NPCI for technology absorption
- Provide Source code with full documentation to NPCI for developing new or modifying existing code with enhancements by NPCI or any authorized technology partner/identified vendor of NPCI.
- Carry out benchmark exercise of the software to demonstrate the sustained TPS of 2000 at 50% resource utilization and also prove the vertical and horizontal scalability of solution by achieving sustained TPS of 5000 at 50% resource utilization within 6 months of the go live.
- Develop ISO 8583 and other interfaces in the UPI system to integrate with the existing systems like IMPS, AEPS, RUPAY, NFS and FRM
- Develop interfaces in the UPI system to integrate with authentication system like UIDAI system.

- Ensure that proposed system handle application and communication data security between UPI and member banks and between UPI and mobile applications.
- Provide integration tool suite in various platforms like JAVA,.NET and PHP for easy and simple integration for third party external systems.
- Provide application support for one year post Go-Live.

3.2 Single Point of Contact

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

Section 4 - Eligibility Criteria

4.1 Pre-requisites

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. 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. The bidders should fill up the Eligibility criteria response sheet (Annexure H) and enclose the same in a separate envelope super scribed "Eligibility Criteria Response" along with relevant documents mentioned in the said annexure. Failure to provide desired information and the required documents or enclosures may lead to disqualification of the bidder.

1. The Bidder should be a Company registered under the Companies Act 1956/2013 since last 3 years.
2. The Bidder should have development experience in online Payments system domain at least for a period of three years.
3. The Bidder should have positive net worth and annual turnover of more than Rs. 5 crore for last 3 Financial Years, i.e. (2012-13, 2013-14, 2014-15 or Calendar year 2012, 2013, 2014 or the Bidder's financial year). For the year 2014-15 provisional balance sheet certified by auditor is acceptable. If the bidder is not able to provide the provisional balance sheet for the financial year 2014-15 certified by auditor, then bidder can provide the audited balance sheet for the year 2011-12 along with the unaudited balance sheet for 2014-15.
4. The bidder should be a profit making company in any one out of the last three financial years i.e. (2012-13, 2013-14, 2014-15 or Calendar year 2012, 2013, 2014 or the Bidder's financial year). For the year 2014-15 provisional balance sheet certified by auditor is acceptable. If the bidder is not able to provide the provisional balance sheet for the financial year 2014-15 certified by auditor, then bidder can provide the audited balance sheet for the year 2011-12 along with the unaudited balance sheet for 2014-15.
5. The Bidder should have executed at least one online payments system Project worth Rs 1 Crore or more in India or abroad as on the date of submission of bid.
6. The bidder should have office in India any time during the entire period of the Project up to its closure.
7. The bidder must not be currently blacklisted by any organization in India or abroad.

4.3 Eligibility Criteria Response Sheet

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

4.4 Terms of Usage

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

1. The Bidder should provide NPCI with the UPI systems' source code and NPCI shall have complete irrevocable and perpetual rights to use and modify the source code without bidder's involvement or prior permission.
2. The Bidder should provide support and maintenance for minimum of one year after go live of UPI.
3. There should not be any restrictions on the number of users, transactions or installations by NPCI.
4. Solution should not be restricted to a particular configuration of selected hardware platform, operating system and database.

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 Content of Bidding Document

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

5.4 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:

Sr. 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.

5.5 Amendment of Bidding Documents

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

B. Preparation of Bid

5.6 Bid Price

Prices 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.

5.7 Earnest Money Deposit (EMD)

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

No interest will be paid on the EMD.

5.8 Return of EMD

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

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

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

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

5.10 Period of Validity of Bids

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

5.11 Extension of Period of Validity

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

5.12 Format of Bid

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

The commercial bid will be submitted only as hard copy.

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

5.13 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

5.14 Envelope 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 Development and Implementation of Unified Payment Interface System'. 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.

5.15 Contents of the 3 Envelopes

Envelope A - Eligibility Bid

The following documents shall be inserted inside Envelope A:

- 1 Bid Cost in the form of Demand draft/Pay order
- 2 Bid Earnest Money in the form of Demand Draft - Annexure A1 **OR** Bid Earnest Money in the form of Bank Guarantee - Annexure A2
- 3 Bid Offer form (without price) - Annexure B
- 4 Bidder Information - Annexure C
- 5 Declaration of Clean Track Record - Annexure D
- 6 Declaration of Acceptance of Terms and Conditions - Annexure E
- 7 Declaration of Acceptance of Scope of Work - Annexure F
- 8 Power of Attorney for signing of bid - Annexure G
- 9 Eligibility Criteria Matrix - Annexure H
- 10 Last three years audited Balance Sheet and Profit and Loss Statements.
- 11 RFP document duly sealed and signed by the authorized signatory on each page
- 12 Customer reference
- 13 All necessary supporting documents

Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

- 1 Section 11 - Technical Requirements duly completed - Annexure J
- 2 Client Reference - Annexure K
- 3 Detailed Bill of materials with line item details, quantity and functional details - Annexure L with price masked.
- 4 Entire commercial bid with price masked.

Envelope C - Commercial Bid

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

5.16 Bid Submission

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

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

5.17 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.18 Bid Language

The bid shall be in English Language.

5.19 Rejection of Bid

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

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

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

5.20 Deadline for Submission

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

5.21 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.

5.22 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.

5.23 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.

5.24 Right to Reject, Accept/Cancel the bid

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

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

5.25 RFP Abandonment

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

5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 3 stages:

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

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

Stage 3 - Envelope 'C' i.e. Commercial bids of the short listed Bidders who qualify after Technical Evaluation only will be opened.

5.27 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 3 stages:

Stage 1 - In this first stage, the Eligibility bid i.e. Envelope 'A' will be opened.

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

Stage 3 - In the third stage the Commercial Bids i.e. Envelope 'C' will be opened.

6.2 Opening of Envelope 'A'- Eligibility bids

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

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

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

6.3 Opening of Envelope 'B' - Technical Bids

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

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

The 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.

Scoring model will be used for evaluation of successful bidder. The minimum score for qualifying Technical Evaluation will be 70%. In case three bidders are not qualified then NPCI reserves the right to reduce minimum required score by 10%. The commercial bids of technically qualified maximum top 3 bidders will be opened.

6.4 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' and 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 Bidder/ 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 Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.

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

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 duly supported by documentary evidence will be evaluated in detail.
- b) Technical skill set of the resources available, availability of customer support personnel etc., would be considered.
- c) Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- d) NPCI may interact with the Customers, whose references have been submitted by the Bidder, if required.
- e) NPCI may advise the bidders to make presentations on their proposals.

7.3 Scoring Matrix (if any)

DESCRIPTION
1. Meeting NPCI Requirements which includes (50 marks):
<ol style="list-style-type: none"> 1. Open source software <ol style="list-style-type: none"> a. Operating system b. Database c. Middleware 2. Solution to operate on multiple Platforms and Operating Systems
2. Proficiency of the Bidder which includes (25 marks):
<ol style="list-style-type: none"> 1. Domain Knowledge and Expertise 2. Development and Implementation Experience
3. Resource Management (25 marks):
<ol style="list-style-type: none"> 1. Detailed Project Plan along with Estimated Work Plan and Time Schedules 2. Resource requirement and planning - No of skilled resources to be made available for this Project (No of resources likely to be assigned to Front end the Project and SMEs/support personnel available at the backend)

Minimum Score for a Bidder to qualify the technical evaluation should be 70. In case of at least 3 bidders not meeting the minimum qualifying score, it will be reduced to 60. The commercial bids of technically qualified maximum top 3 bidders will be opened.

7.4 Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders will be opened. 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 the 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 totalling the line items in the Commercial Bid will govern.

7.5 Successful Evaluated bidder:

Bidder with the lowest commercial bid will be declared as successful evaluated Bidder who will be called L1 Bidder. L1 bidder will be entrusted with the development of UPI solution. NPCI reserves the right to place the Order with the L2 bidder, in case the L1 bidder refuses to accept the Order or otherwise gets disqualified as per the terms of the RFQ, provided the L2 bidder matches the price quoted by the L1 bidder. NPCI will empanel other eligible bidders who will be engaged for development / enhancement / support of any payment domain of NPCI. Need based proposal will be obtained only such empanelled members.

Initially the panel will be formed for three years and NPCI reserve right to change or include any other vendor in panel.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, it will be preceded with obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award to the selected Bidders.

8.2 Term of the Order

- The term of the Order will be for one (1) year from the date of issuance of Purchase Order.

8.3 Acceptance Procedure

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

8.4 Performance Bank Guarantee

The Successful bidder shall submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order, valid for 1 year, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the said Bank Guarantee as per statutory provisions in force, within 14 working days of receipt of Purchase Order. In case the successful bidder does not submit the PBG, NPCI shall withhold an amount equal to the value of the PBG from the payments due to the bidder.

8.5 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 to supplier by NPCI 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 NPCI.

8.6 Terms of Delivery

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

8.7 Penalty for default in delivery

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

- a) If the Bidder does not deliver Goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty at the rate of 0.5% each week's delay up to a maximum of 5% of the total value of the solution which shall be recovered for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.
- b) In the case of delay in compliance with the Order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order
- c) Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

8.8 Warranties and Support

Bidder will provide 1 Year onsite warranty with support.

8.9 Service Level Agreement & Penalty for breach in SLA

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

8.10 Deliverables

Successful bidder will ensure development and Implementation of UPI solution with in stipulated time with one year warranty and support.

8.11 Prices

There shall be no increase in price for any reason whatsoever during the period of 12 months from the date of acceptance of the Purchase Order.

8.12 Repeat Order:

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

8.13 Payment Terms

- 60% of the cost shall be paid after successful acceptance by NPCI of UPI solution as per deliverables mentioned.
- 30% of the cost shall be paid after successful acceptance by NPCI of the benchmarking of the UPI solution as per deliverables mentioned.
- 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.

8.14 Price:

Price shall remain fixed for a period of 12 months from the date of Notification of award / Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

8.15 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 endeavours to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

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

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

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

8.16 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.

8.17 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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

8.18 Order Cancellation

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

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

In case of order cancellation, any payments made by NPCI to the Bidder for the particular product would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document

8.19 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

8.20 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 Bidder 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.

8.21 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.

8.22 Compliance with Applicable Laws of India

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI

/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any

default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

8.23 Legal Compliances:

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

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

8.24 Compliance of Labour and other Law:

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

8.25 Intellectual Property Rights:

All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.26 Statutory Compliance:

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

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

8.27 Applicable Law and Jurisdiction

Applicable Law: The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

8.28 Facilities provided by NPCI:

NPCI shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

8.29 No Damage of NPCI Property

Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.

8.30 Corrupt Practice

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

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

8.31 Order Cancellation

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

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

In case of order cancellation, any payments made by NPCI to the Bidder for the particular product would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.

8.32 Governing Language

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

8.33 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

National Payments Corporation of India

8thFloor, R Tech Park,

Off Western Express highway,

Nirlon Complex, Near Hub Mall ,

Goregaon-East, Mumbai - 400063

Tel: +91-22-40508500

Email- itprocurement@npci.org.in

Website: www.npci.org.in

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

Section 9 - Technical Specifications

Bidder shall refer to Annexure T for Draft technical specification (UPI technical specification document).

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/2015-16/IT/001 dated 20.04.2015 for "Request for Proposal for Development and Implementation of Unified Payment Interface System"

We have enclosed an EMD in the form of a Demand Draft No.____ issued by the branch of the _____Bank, for the sum of Rs. _____ (Rupees _____). This EMD is as required by clause 5.8 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 - 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 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/2015-16/IT/001 dated 20.04.2015 for "Request for Proposal for Development and Implementation of Unified Payment Interface System".

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 favour 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	2012-13	2013-14	2014-15
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/2015-16/IT/001 dated 20.04.2015 - Request for Proposal for Development and Implementation off Unified Payment Interface System. 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/2015-16/IT/001 dated 20.04.2015 - Request for Proposal for Development and Implementation off Unified Payment Interface System Development and Implementation of Unified Interface System**. 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/2015-16/IT/001 dated 20.04.2015 - Request for Proposal for Development and Implementation of Unified Payment Interface System.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure G - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. NPCI/RFP/2015-16/IT/001 dated 20.04.2015 - Request for Proposal for Development and Implementation of Unified Payment Interface System** 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 _____ 2015.
For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)
(Name Designation)
Date:
Business Address:

Annexure H - Eligibility Criteria Compliance

Sr.No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	The Bidder should be a Company registered under the Companies Act 1956 since last 3 years.		Relevant proof
2	The Bidder should have development experience in online Payments system domain at least for a period of three years.		Self-Declaration on Company letter head.
3	The Bidder should have positive net worth and annual turnover of more than Rs. 5 crore for last 3 Financial Years, i.e. (2012-13, 2013-14, 2014-15 or Calendar year 2012, 2013, 2014 or the Bidder's financial year).		Audited balance sheets to be Submitted, Profit and loss statement. For the year 2014-15 provisional balance sheet certified by auditor is acceptable. If the bidder is not able to provide the provisional balance sheet for the financial year 2014-15 certified by auditor, then bidder can provide the audited balance sheet for the year 2011-12 along with the unaudited balance sheet for 2014-15.
4	The bidder should be a profit making company in any one out of the last three financial years i.e. (2012-13, 2013-14, 2014-15 or Calendar year 2012, 2013, 2014 or the Bidder's financial year).		Audited balance sheets to be Submitted, Profit and loss statement. For the year 2014-15 provisional balance sheet certified by auditor is acceptable. If the bidder is not able to provide the provisional balance sheet for the financial year 2014-15 certified by auditor, then bidder can provide the audited balance sheet for the year 2011-12 along with the unaudited balance sheet for 2014-15.

5	The Bidder should have executed at least one online payments system Project worth Rs 1 Crore or more in India or abroad as on the date of submission of bid.		Self-Declaration on Company letter head.
6	The bidder should have office in India any time during the entire period of the Project up to its closure.		Relevant proof
7	The bidder must not be currently blacklisted by any organization in India or abroad.		Relevant proof

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

S.No	Description	Bidders Response
1	Open source software [Name of open source] operating system [Name(s) of the supported OS] Database [Name(s) of the supported DB] Middleware [Name(s) of the supported MW]	
2	Solution to operate on multiple Platforms and Operating Systems	
3	Domain Knowledge and Expertise(Detail information of expertise and domain knowledge)	
4	Development and Implementation Experience (No. of projects implemented with details)	
5	Resource Management	
5.1	Detailed Project Plan along with Estimated Work Plan and Time Schedules	
5.2	Resource requirement and planning - No of skilled resources to be made available for this Project (No of resources likely to be assigned to Front end the Project and SMEs/support personnel available at the backend)	

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

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

Annexure K - Client Reference

Client Reference Details

Sr.No	Particulars	Details
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity 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/2015-16/IT/001 dated 20.04.2015 for Request for Proposal for Development and Implementation of Unified Payment Interface System.

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.....2015

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure N - Commercial Bid Format**Table - A**

Request for Proposal for Development and Implementation of Unified Payment Interface System					
Sr No	Description	Unit Price (Rs)	Taxes (Rs)	Quantity	Total (Rs) (A)
1	Development & Implementation of the solution				
2	Third Party Software licenses (if any)				
3	Operating System				
4	Middleware				
5	Database				
6	Solution Benchmarking				
7	Replication software				
Grand Total					

(All software costs/Implementation cost should be detailed with line item wise prices and submitted as Annexure L. The recommended hardware and replication software specifications must be submitted as Annexure O. NPCI reserves the right to add or delete any one of the items as per requirement).

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure 0 - Recommended Hardware Specifications

Table -1

Sr.No	Hardware	Details of the Hardware	Quantity	Remarks

*Bidder should provide detailed recommended hardware specification to achieve sustained TPS of 2000.

Annexure Z - 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 indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

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

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

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

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: JURISDICTION

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

Article 10: GOVERNING LAW

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

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

Article 13: INTELLECTUAL PROPERTY RIGHTS

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

Article 14: GENERAL

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

IN WITNESS WHEREOF , the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above. NATIONAL PAYMENTS CORPORATION OF INDIA	Successful Bidder Name
By Name:	By Name:
Designation	Designation

