



RFP for Robotic Process Automation

RFP Reference No: NPCI/RFP/2024-25/IT/21 dated 17.02.2025

National Payments Corporation of India
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RFP for Robotic Process Automation

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Disclaimer

1. National Payments Corporation of India along with its subsidiaries and divisions are hereinafter referred to as “NPCI”.
2. NPCI has prepared this document to give background information to the prospective Bidders about RFP for Robotic process Automation.
3. The information is not intended to be exhaustive. While NPCI has taken due care in the preparation of the information contained herein and believe it to be accurate, neither NPCI nor any of its authorities or agencies nor any of their respective officers, employees or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Prospective Bidders are required to make their own inquiries and will be required to confirm in writing that they have done so, and they do not rely only on the information provided by NPCI while submitting the response to RFP.
4. Any clarification sought from NPCI should be sent to the designated email ids mentioned in this document. No new clarifications will be entertained after the pre-bid meeting. Any responses provided by NPCI pursuant to this RFP to the queries raised/ clarification sought by the Bidders, are non-binding on NPCI or any of its authorities or agencies or any of their respective officers, employees or advisors unless included in the final understanding between NPCI and the shortlisted Bidder.
5. NPCI reserves the right to halt/ postpone/ modify/ cancel this RFP, whole or in part, at any stage without any answerability to the Bidders. It also reserves the right to decline or discuss the matter further with any Bidder participating in this RFP. No reimbursement of cost of any type will be paid to Bidders participating in this RFP except EMD as defined further in this document.

Checklist

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

1. Online transfer of Rs 17,700/- (Rs. Seventeen Thousand Seven Hundred only inclusive of GST@18%) towards cost of Bid document in Envelope/Folder/Folder - 'A'
2. **Bank Guarantee** of Rs. 5,00,000/- (Rupees Five lakhs only) towards Bid Security in Folder 'A'- Earnest Money Deposit (EMD). **The Bidder shall strictly not remit any amount on account of EMD.**

Remittance proof in favor of "National Payments Corporation of India" payable at Mumbai amounting to Rs. 17,700/- (Rs. 15,000/- plus GST @18 %) towards bid purchase cost.

The electronic / wire transfer can be done to designated NPCI bank account as detailed below:

Account Name: National Payments Corporation of India

Bank Name: ICICI Bank

Account No: 039305002962

IFSC Code: ICIC0000393

While transferring bid cost from their Bank account to NPCI bank account, the bidder shall clearly mention the RFP number and RFP description in the transfer details, failing which the bid is liable to be rejected.

While sending EMD in the form of Bank Guarantee, the bidder shall clearly mention the RFP number and RFP description on the Bank Guarantee document as well as on envelop, failing which the bid is liable to be rejected.

The bidders shall pay the Bid Cost through the above-mentioned mode and the remittance proof shall be submitted to NPCI for the same. While transferring bid cost from their Bank account to NPCI bank account, the bidder shall mention the RFP number and RFP description in the transfer details, failing which the bid is liable to be rejected.

The bidder shall provide the evidence of the transfer / remittance proof of bid cost, PBG for EMD vide a separate mail to the NPCI officials mentioned in **Section 1**.

3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Folder 'A'- Eligibility Criteria Response
5. Folder 'B'- Technical Response
6. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Folder - 'A'.
7. Prices are quoted in Indian Rupees (INR).
8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelope/Folder/Folders.
9. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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Abbreviations and Acronyms

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

BG	Bank Guarantee
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
NPCI	National Payments Corporation of India
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
PBG	Performance Bank Guarantee

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Section 1 - Bid Schedule and Address

Notice inviting Request for Proposal (RFP) for xxxx.

NPCI invites proposals from service providers xxxx.

RFP Schedule and Communication Address

The following is an indicative timeframe for the overall process. NPCI reserves the right to vary this timeframe in its absolute and sole discretion and in case of any variation; a notice/intimation shall be published on the company's website. Changes to the timeframe shall be relayed to all the Bidders during the process

Sr. No.	Description	
1	Name of Project	RFP for Robotic Process Automation
2	Tender Reference Number	NPCI/RFP/2024-25/IT/21
3	Date of release of RFP	17-02-2025
4	Last date of receiving pre-bid clarifications in writing from bidders	21-02-2025
5	Date and Time for Pre-bid Meeting	If required will be communicated.
6	Last date and time for Bid Submission	28-02-2025 5.30 pm
7	Address of Bid Submission	<p>Electronic bid response submission is acceptable to the following email address: vishal.shetake@npci.org.in vinita.solanki@npci.org.in phaneendra.kumar@npci.org.in</p> <p>Envelope/Folder A (Eligibility) & Envelope/Folder B (Technical):</p> <p>Commercial bid (Folder C) should be password protected. The password to Commercial bid needs to be shared only upon request after successful technical qualification.</p> <p>There will be <u>no physical bid submission</u> for this RFP.</p> <p>During the electronic bid submission, bid response attachments should not exceed the size of 10 MB vide each email and bid response may be segregated to adjust the maximum attachment capacity (10 MB). In case of the bid response being segregated into separate emails to accommodate the complete set of attachments, the total number of emails and corresponding attachment numbers forming the complete bid response need to be mentioned in the 1st mail itself.</p>
8	Date and Time of Eligibility and Technical bid opening (Folder A and Folder B)	28-02-2025 6.30 pm
9	Date and Time of Commercial Bid Opening	Commercial Bid to be submitted in the Password Protected PDF Document along with Technically Bids. The password is to be shared only after request from NPCI's designated authority. NPCI reserves the right to discover the lowest price

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		through Reverse auction OR Price discussion mechanism or both if opted by NPCI. NPCI will inform the method of price negotiation to technically qualified bidders.
10	Name and Address for communication	Deputy Chief Strategic IT Procurement National Payments Corporation of India, Unit no. 202, 2nd floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai 400063
11	Bid Related Queries	<ul style="list-style-type: none"> • Vishal Shetake Contact: 9820632098 Email id: vishal.shetake@npci.org.in • Vinita Solanki Contact: 9594552655 Email id: vinita.solanki@npci.org.in • Phaneendra Kumar Contact: 8143222999 Email id: phaneendra.kumar@npci.org.in
12	Bid cost	Rs. 17,700/- (Rs. 15,000/- plus GST @18 %)
13	Bid Security (BG)	Rs. 5,00,000/- (Rupees One lakhs only)

- The bidder shall provide the evidence of the transfer / remittance proof of bid cost and BG for EMD vide a separate mail to the NPCI officials mentioned and shall provide the same in **Envelope A** as well.

Section 2 - Introduction

2.1 About NPCI

NPCI is a Company registered under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of The Companies Act, 2013) with its Registered Office in Mumbai, India. NPCI was promoted by 10 (Ten) banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. As of 30th April 2024, the shareholders (including promoter banks, shareholder banks and RBI regulated entities) of the NPCI stands at 65 (11 Public Sector Banks, 18 Private Banks, 5 Foreign Banks, 10 Co-operative Banks, 6 Regional Rural Banks, 4 Small Finance Banks, 1 Payment Banks and 10 Payment System Operators).

The vision and mission of NPCI are as under:

Vision - To be the best payments network globally.

Mission - Touching every Indian with one or other payment services and to make our mission possible.

NPCI's aim is to transform India into a 'less-cash' society by touching every Indian with one or other payment services. With each passing year, NPCI is moving towards its vision to be the best payments network globally. NPCI, during its journey over decade, has made a significant impact on the retail payment systems in the country. It has introduced many innovative products dealing with money transactions through the digital eco-system. Today, it holds to its credit, products like UPI, NFS (RuPay), IMPS, AEPS, NETC, CTS, NACH, etc., which have transformed digital payment eco-system. As a result, NPCI and its product family is now being recognized as pioneers of modern edge digital payment eco-system, not only in India but globally as well.

Information Technology has been the backbone of NPCI journey. NPCI has thrived to adopt modern edge technologies in all domains thereby keeping pace with the ability to meet ever increasing demand for ease of doing transactions with adequate controls. Currently NPCI operates out of two captive DCs running from Hyderabad and Chennai and one co-located DC operating out of Chennai with active-active setup.

2.2 Objective of this RFP

The purpose of this RFP is to identify and engage a qualified and experienced partner who can deliver a robust Robotic Process Automation (RPA) solution. This solution aims to automate manual and repetitive tasks, transforming them into efficient workflows that enhance process efficiency, accuracy, and operational agility. It should seamlessly integrate with existing organizational systems, comply with stringent security and regulatory standards, and offer scalable capabilities to meet future needs. The ultimate goal is to enable digital transformation by reducing manual intervention, improving productivity, and supporting strategic business objectives

2.3 Cost of the RFP

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

The bidders shall pay the Bid Cost through the above-mentioned mode and the remittance proof shall be submitted to NPCI for the same. While transferring bid cost from their Bank account to NPCI bank account, the bidder shall mention the RFP number and RFP description in the transfer details, failing which the bid is liable to be rejected.

The bidder shall provide the evidence of the transfer / remittance proof of the bid cost vide a separate mail to the NPCI officials mentioned in Section 1.

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 shall be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also, the decision of NPCI on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid shall not be questioned after the final declaration of the successful Bidder.

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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 shall seek necessary clarifications by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries as given in Section-1 will not be considered.

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 scope of work is designed to establish a collaborative, long-term partnership with partners specializing in automation and associated services. This engagement will operate on a project-specific, man-day pricing model, effectively allocating resources to address organisational needs. Partners will work closely with stakeholders to identify opportunities and define automation across business processes. They will conduct a thorough evaluation and requirement analysis to document workflows, identify bottlenecks, and create detailed specifications for each project.

The solution development phase will require deploying skilled resources, including RPA developers and architects, to design and implement robust workflows using industry-leading tools. These workflows must be adaptable to changing business requirements and integrate seamlessly with existing systems. Partners will also be responsible for developing secure APIs to ensure compatibility with enterprise applications, databases, and third-party systems, supported by rigorous integration testing and performance validation.

Testing and quality assurance will be integral to this scope. Dedicated testing teams will perform comprehensive functional testing and User Acceptance Testing (UAT), ensuring solutions meet predefined requirements and are deployment-ready. Any issues identified during testing must be addressed promptly to ensure smooth implementation. Deployment specialists will oversee the transition to live environments, minimizing operational disruption and providing immediate support for system stabilization and performance optimization.

To facilitate effective use of the automated systems, partners will deliver structured training sessions for end-users. A mandatory knowledge transfer program will ensure internal teams are equipped with the necessary technical skills to manage and maintain the solutions independently. Partners must also ensure that all solutions adhere to stringent security protocols, including encryption, role-based access controls (RBAC), and comprehensive audit trails. Compliance is mandatory, and partners must provide supporting documentation to demonstrate adherence.

This scope includes providing detailed quotations based on a man-day pricing model. Partners must specify costs for various resource categories, including developers, architects, testers, trainers, and integration specialists, with on-site and off-site rates delineated. Proposals must outline resource allocation plans, activity-based cost estimates, and scalability provisions to accommodate varying project demands. Additionally, partners should present timelines, milestones, and payment schedules linked to deliverables, ensuring transparency and accountability. Any additional costs, such as licensing fees, travel expenses, or specialized tools, must be highlighted in the proposal.

Partners are required to submit resource-wise man-day costing for all roles, including detailed justifications for the proposed rates. This ensures a clear understanding and alignment with the project's budget and resource utilization.

Skill Set	Role	Experience	Responsibilities
RPA Tool Development	RPA Developer	2-3 Years 3-5 Years	Proficiency in UiPath, Automation Anywhere, or Blue Prism to design, deploy, and manage scalable bots; expertise in workflow orchestration, security, and custom automation solutions.
Process Analysis	Business Analyst	2-3 Years 3-5 Years	Mapping and documenting business processes, defining requirements, and identifying high-impact automation opportunities.
API & System Integration	Backend Developer	3-5 Years	Developing secure, RESTful APIs to integrate RPA with existing systems, ensuring seamless backend support.
Data Engineering	Data Engineer	3-5 Years	Managing ETL processes for clean, quality data flow; experience in cloud platforms for efficient data handling and integration.
Data Science & AI	Data Scientist	7-10 Years	Applying predictive analytics and machine learning for intelligent automation, using Python, R, or similar tools.

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User Interface Design	Frontend Developer	1-3 Years	Designing user-friendly dashboards and interfaces to allow easy access to RPA tools and real-time insights.
DevOps & Security	DevOps Engineer	3-5 Years	Implementing CI/CD pipelines, containerization (Docker/Kubernetes) for scalable deployment, with a strong focus on security.
Quality Assurance	QA Engineer	3-5 Years	Conducting comprehensive testing, process optimization, and ensuring automation reliability and performance.

Key Areas for Automation:

- Automated report generation and scheduling
- Real-time monitoring and alerts
- Data synchronization

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.

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Section 4 - Eligibility Criteria

4.1 Eligibility Criteria

The Eligibility Criteria are furnished below:

A] Start-ups:

Sr. No	Eligibility Criteria
1	The bidder should be incorporated or registered in India under Companies Act/Partnership Act / Indian Trust Act (Annual filling with ROC) and should have the Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) or in the process of applying the same and shall be submitted before a formal engagement with NPCI.
2	The bidder's annual turnover should be less than Rs. 100 crores as per audited financial statements in each of the financial years from the date of registration/ incorporation subject to compliance to Sr. No. 3
3	The date of incorporation of the bidder should be anywhere between 1 to 10 financial years.
4	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self- declaration along with extract of auditors' report.
5	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad.
6	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.
8	The Bidder has paid or submitted along with the bid submission required EMD as mentioned in the RFP.

B] Other than start-ups:

Sr. No	Eligibility Criteria	MSME	Other than MSME
1	Registration and incorporation	<p>The bidder is a Company/ LLP registered in India under the Companies Act or Partnership under Partnership Act at least since last 3 years.</p> <p>a. In case the bidder is the result of a merger or acquisition, at least one of the merging companies should have been in operation for at least 2 years as on date of submission of the bid.</p> <p>b. In case the bidder is the result of a demerger or hiving off, at least one of the demerged company or resulting company should have been in operation for at least 2 years as on the date of submission of bid.</p>	<p>The bidder is a Company/ LLP registered in India under the Companies Act or Partnership under Partnership Act at least since last 5 years.</p> <p>a. In case the bidder is the result of a merger or acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of submission of the bid.</p> <p>b. In case the bidder is the result of a demerger or hiving off, at least one of the demerged company or resulting company should have been in operation for at least 5 years as on the date of submission of bid.</p>
2	Turnover & profitability	The bidder should have reported minimum annual turnover of Rs. 6 crores and should have reported profits (profit after tax) as per audited financial statements in at least 2 out of last 3 financial years (FY	The bidder should have reported minimum annual turnover of Rs. 10 crores in <u>each</u> of the last 3 financial years and should have reported profits (profit after tax) as per audited financial statements in

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		<p>2021-22, 2022-23, 2023-24).</p> <p>In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>	<p>each of the last 3 financial years (FY 2021-22, 2022-23, 2023-24).</p> <p>In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>
3	Governance - Statutory obligations	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self-declaration along with extract of auditors' report.	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self-declaration along with extract of auditors' report.
4	Blacklisting	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad
5	Bid cost	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission.	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission.
6	Bid earnest money (EMD)	The Bidder has submitted BG along with the bid submission for required EMD as mentioned in the RFP.	The Bidder has submitted BG along with the bid submission for required EMD as mentioned in the RFP.

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Section 5 - Instruction to Bidders

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 Folder A, B and C.

5.4 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the bidding Documents may notify NPCI in writing through email any time prior to the deadline for receiving such queries as mentioned in Section 1. The **subject of the email** while sending pre-queries should be titled **“Pre-bid queries - RFP for Robotic Process Automation - NPCI/RFP/2024-25/IT/21 dated 17.02.2025”**

Bidders should submit the queries only in the format given below, in an [excel sheet](#):

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

Replies to all the clarifications, modifications received will be replied over email. Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.

5.5 Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of Addenda to the bidding documents, which will be shared over email. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its sole and absolute discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be shared over email.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

5.6 Earnest Money Deposit (EMD)

The Bidder is required to send EMD only in the form of Bank Guarantee for Rs. 5,00,000/- (Rupees Five lakhs only) in favor of “National Payments Corporation of India” payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of six months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format provided in Annexure A2. No interest will be paid on the EMD.

The bidders shall pay EMD in the form of Bank Guarantee. The bidder shall clearly mention the RFP number and RFP description on the Bank Guarantee document as well as on envelop, failing which the bid is liable to be rejected.

The bidder shall also submit the evidence of the transfer proof of EMD with details of the BG and consequent dates, bank name in Envelope A while submitting their bid.

5.7 Return of EMD

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee (format as per Annexure A3) 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.

5.8 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

1. Bidder withdraws its bid before opening of the bids.
2. Bidder withdraws its bid after opening of the bids but before Notification of Award.
3. Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
4. Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
5. If the selected/successful bidder fails to accept the order within five days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
6. Bidder fails to submit the Bank Guarantee within stipulated period from the date of acceptance of the Purchase Order. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.9 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 reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.10 Extension of period of validity

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

5.11 Format of Bid

The bidder shall prepare one copy (one PDF copy marked as ORIGINAL) of the Eligibility and Technical Bid only. **The commercial bid will be submitted as password protected PDF file.**

5.12 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.

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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 G**) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

5.13 Envelope/Folder bidding process

The Bid shall be prepared in 3 different folders i.e. Folder A, Folder B and Folder C. Each of the 3 folders shall then be sealed and put into an outer Envelope/Folder marked as “**RFP for Robotic Process Automation**”.

Bids should be submitted through **email**. Folder A (Eligibility) & Folder B (Technical) and Folder C (Commercial) to the following email ids:

vishal.shetake@npci.org.in

vinita.solanki@npci.org.in

phaneendra.kumar@npci.org.in

5.14 Contents of the 3 Envelope/Folder

Folder A - Eligibility Bid

The following documents as per the sequence listed shall be inserted inside Folder A:

- 1 **Annexure A1** - Bidder's Letter for EMD (along with evidence of transfer in the form of RTGS) OR Bid Earnest Money in the form of Bank Guarantee - format provided in **Annexure A2**
- 2 Bid Offer form (without price) - **Annexure B**
- 3 Bidder Information - **Annexure C**
- 4 Declaration of Clean Track Record by Bidder - **Annexure D**
- 5 Declaration of Acceptance of Terms and Conditions - **Annexure E**
- 6 Declaration of Acceptance of Scope of Work - **Annexure F**
- 7 Power of Attorney for signing of bid - **Annexure G**
- 8 Eligibility Criteria Matrix - **Annexure H**
- 9 Technical Compliance - **Annexure I**
- 10 Staffing agreement acceptance - **Annexure M**
- 11 Audited Balance Sheet and Profit and Loss Statements, Auditors Reports & Notes to accounts for last 3 years
- 12 CA Certificate that the total turnover has never crossed Rs. 100 Cr since incorporation / registration (if more than 3 years) (only in case of Start-ups)
- 13 RFP document duly sealed and signed by the authorized signatory on each page
- 14 All necessary supporting documents as per Annexures

Envelope/Folder B - Technical Bid

The following documents shall be inserted inside Folder B:

- 1 Declaration of Acceptance of Scope of Work - **Annexure F**
- 2 Client Details for **Annexure J**
- 3 Masked Price Bid (**Annexure K & L**)

Technical Bid Folder shall not include any financial information. If the Technical Bid contains any financial information the entire bid will be rejected.

Folder C - Commercial Bid (should be password encrypted)

- 1 Commercial Bid Form - **Annexure K**
- 2 Commercial Bid - **Annexure L**

5.15 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.

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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.

5.16 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.17 Bid Language

The bid shall be in English language.

5.18 Rejection of Bid

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

- a) Does not bear signature of authorized person.
- b) Is received through Fax.
- 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.
- h) No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

5.19 Deadline for Submission

The last date of submission of bids is given in Section 1. However, the last date of submission may be amended by NPCI and shall be notified vide email.

5.20 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 informed through email, in which case all rights and obligations of NPCI and bidders will thereafter be subject to the deadline as extended.

5.21 Late Bid

Bids received after the scheduled time will not be accepted by the NPCI under any circumstances. NPCI will not be responsible for any delay due to any inconsistencies.

5.22 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.

5.23 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 reserves the right to re-issue the Tender without the bidders having the right to object to such re-issue.

5.24 RFP Abandonment

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

5.25 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 -Folder 'A' i.e. Eligibility bid and **Folder 'B'** i.e. Technical bid will be evaluated. Only those Bidders who have submitted all the required forms comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 -Folder 'C' i.e. Commercial bid of those Bidders who qualify the eligibility and technical criteria will be evaluated. NPCI reserves the right to conduct Reverse Auction (RA) or Price discussion mechanism or both to arrive the exact price and successful bidder.

5.26 Single bid

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

5.27 Price discovery method:

Bidder to submit their best price. NPCI reserves right to discover the lowest price through the Reverse Auction and/or may be deliberated through Price Discussion Committee if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call technically qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct the 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders.

5.28 Contacting NPCI

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

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 - In the first stage the Eligibility bid i.e. **Folder 'A'** and Technical Bid i.e. **Folder 'B'** will be opened.

Stage 2 - Commercial bids i.e., **Folder 'C'** will be opened for technically qualified bidders for finalizing the prices through the Reverse Auction or the Price discussion method if so opted by NPCI management.

6.2 Opening of Eligibility and Technical Bids

NPCI will open eligibility bids (Folder 'A') and technical bid (Folder 'B') on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.

6.3 Opening of Envelope/Folder C - Commercial Bids

Bidder to submit their best price. Commercial bids will be opened for Reverse Auction or Price discussion (PDC) method with technically qualified bidders if so, opted by NPCI management. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e. www.npci.org.in.

Section 7 - Bid Evaluation

7.1 Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete; whether the required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether the bids are generally in order. Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation. NPCI 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 Examination of Technical Bids

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

- a. Compliance to Technical Specifications as specified in the RFP.
- b. NPCI reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- c. Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- d. Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed hardware are to be enclosed.
- e. To assist in the examination, evaluation and comparison of bids, NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f. NPCI may interact with the Customer references submitted by bidder, if required.
- g. NPCI reserves the right to shortlist bidders based on technical evaluation criteria.
- h. Bidder should re-submit 2 detailed Bill of material, BOM (one with commercial to IT procurement team and another without commercial to user team) within 3 days if there are any shortfall in BOM found during technical presentation.

7.3 Technical Scoring Matrix:

TECHNICAL SCORING MATRIX		
Sr. No.	Description	Score
Technical Evaluation Part - A		30
1	Technical Requirements compliance	
2	Clarity of requirements specified in RFP	
Part - B Vendor Evaluation Matrix		25
1	Please provide at least 2 references (Preferably 1 India and 1 International References) including a. Customer name b. Industry (Manufacturing, Insurance, finance, etc.) c. Size d. How long have they been using your service? e. Contact name, title, email, and direct telephone number Local support center in India to provide onsite support if required	
Proposed Solution Part - C		25
1	Approach /Methodology /Quality of Sample reports and RFP documentation	
2	Comprehensiveness of the documents & Project Management Plan	
3	Clarity thought of delivery	
RFP Presentation Part - D		20
1	RFP presentation	
2	Q and A	
Total Score of Part - A, B, C and D		100

Scoring Matrix: Bidders scoring a minimum of 75 % marks would be eligible for the commercial bid opening.

Basis technical presentation if there are any changes in the Scope of Work/BOM, bidders are expected to share the updated Scope/BOM with commercials to IT procurement and Scope/BOM without commercials to business user team within 3 days. NPCI reserves the right to disqualify bidders who do not share the updated/revised BOM within 3 days.

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

7.4 Evaluation of Commercial Bids:

NPCI reserves the right to discover the lowest price through the Reverse Auction OR Price discussion mechanism or both if so opted by NPCI management. NPCI will inform the method of price negotiation to technically qualified bidders.

If first Reverse Auction does not result successful, NPCI reserves the right to call technical qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e. www.npci.org.in

7.5 Successful Evaluated bidder:

The bidder with lowest commercial bid as per Clause 7.4 will be declared as the successful bidder.

In case such successful bidder fails to start performing the work required under the Purchase order/Contract, NPCI reserves the right to cancel the Purchase Order/ Contract and de-bar such bidder from participating in future RFPs/ enquiries, if though fit so to do by NPCI. NPCI decision in this respect shall be final and binding on the bidders.

NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder. In case the 2nd lowest bidder is unable to match the L1 price, NPCI reserves the right to place order with the shortlisted L3 bidder and so on.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause # 7.5, and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award / Purchase Order to the selected Bidder. Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

8.2 Term of the Order

- The term of the Purchase Order ("PO") shall be for a period of One (1) year from the date of execution of this Purchase Order ("Term") during which the price of the Deliverables as specified in clause no. 8.9, shall remain fixed. Subsequent purchase orders, with varying quantities, if any, issued as when requirement arises during the Term, shall be on the same price as indicated in this 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.

8.4 Performance Bank Guarantee

The successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) as per format mentioned in Annexure 3, equal to 10% of total value of the Purchase order (exclusive of taxes), valid for term of the order, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, NPCI shall be entitled to withhold an amount equal to the value of the PBG from the payments due to the successful bidder. PBG may be invoked in case of violation of any of the Terms and Conditions of this Purchase Order and in case of deficiency of the services provided by successful bidder.

8.5 Taxes and Duties

- All taxes are deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments.
- Prices shall be exclusive of all taxes.
- The bidder shall meet the requirements of applicable Goods & Services Tax (GST).
- If the invoice raised in any financial year is not settled on or before 30th September of the next financial year, the bidder would be liable to provide a fresh invoice or will accept payment without reimbursement of the GST portion related to such invoice.
- All taxes, if any, shall be deducted at source as per the prevailing rate at the time of release of payments. In case the successful bidder is eligible for "No deduction" or "Lower rate for deduction" of applicable tax at source than the rate prescribed by the Income Tax Act then, the successful bidder shall submit the necessary certificate issued by competent Income Tax authority valid for the period pertaining to the payment. The successful bidder shall meet the requirements of the extant GST legislation.
- If NPCI requests, the successful bidder shall confirm to NPCI in writing that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3B and payment of GST and other requisite taxes in relation to the invoice has been made. NPCI, in its sole discretion, may decide in consultation with the successful bidder that the invoice will be paid in two batches (i) Base Amount (ii) Tax Amount. NPCI, in its sole discretion, may decide that tax Amount will be paid only after the successful bidder provides sufficient proof that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3B and payment of requisite taxes has been made.

- The successful bidder agrees to ensure proper discharge of tax liability within statutory time periods with respect to all payments made or to be made to the successful bidder by NPCI. In the event of failure, non-compliance by the successful bidder with the extant GST legislations/Rules and the terms of this clause (including non-compliance that leads to input tax credit not being available to NPCI), NPCI shall be entitled to not release payment and payment shall be kept on hold till such discrepancy is resolved by the successful bidder. Such holding of payments by NPCI shall not be a breach of its obligations under this Purchase Order. In case of any disputes due to non-matching of GST credit, same shall be resolved by the successful bidder within 30 days of intimation by NPCI, failing which NPCI shall not remit the invoice amount.
- NPCI reserves the right to impose penalty of such amount as may be determined by it up to the value of GST amount involved and any corresponding damages as it may feel appropriate resulting from the successful bidder's breach of any condition or Rule/Regulation of the extant GST legislations or any other applicable tax laws/regulations.

8.6 Invoicing Requirements:

- Invoice/debit note/credit note needs to be issued within 30 days from the date of provision of deliverables or completion of Services. Further, the invoices/debit note/credit note must cover all the particulars prescribed under GST Invoice Rules. The successful bidder agrees to comply with invoicing requirements as per GST Invoice Rules and the terms of this clause (including e-invoicing requirements) and/or any other requirement as may be notified by the tax authorities from time to time.
- The successful bidder invoices/debit note/credit note should be received by NPCI within 2 weeks from the date of issue of invoice.
- The successful bidder has the obligation to raise invoices/debit note/credit note basis the correct addresses and registration number of the relevant NPCI branch as listed in the Purchase Order

8.7 Timely Provision of Invoices/ Debit Note/ Credit Note:

All necessary invoices and/or adjustment entries to an invoice (Credit Note, Purchase Returns, and Debit Notes) shall be submitted to NPCI by the successful bidder before September of the succeeding financial year.

8.8 Right to audit:

NPCI and the local / home country regulator reserves the right to conduct audit/inspection/assessment/review of successful bidder to ensure successful bidder's compliance the agreed SLAs, documentation, security controls undertaken in this RFP and subsequent PO. The frequency and scope of audit shall be determined by NPCI/home country regulator in their sole discretion and the same shall be notified to successful bidder prior to undertaking such audits and be conducted on mutually agreed terms. The audit/inspection/assessment/review of the successful bidder as aforesaid may be conducted by NPCI/home country regulator or by an independent and competent third party appointed by the authorities, the details which will be shared with the successful bidder. The scope of the inspection/assessment will include assessing adherence to the agreed upon service level agreement ("SLA") in the RFP and subsequent PO or any other documentation signed between the Parties, implementation of baseline cyber security controls by the successful bidder, to ensure error free operation, successful bidder's compliance to the requirement of any security incident reporting during the performance under the then issued PO, adherence to security protocols, if any, agreed to in the PO. The cost of audit by NPCI will be borne by NPCI and NPCI shall endeavour to give reasonable prior notice to the successful bidder before conducting the inspection/assessment. The assessment / inspection findings and any discrepancies or non-compliances unearthed in the audit shall be required to be addressed and rectified by the successful bidder within the timelines prescribed by NPCI upon mutual discussion with successful bidder.

8.9 Key Deliverables

The successful bidder must deliver a comprehensive and effective process automation solution that aligns with the organization's objectives and operational needs. The deliverables include:

Fully Functional Automation Solutions:

The bidder must design, develop, and deploy robust Process Automation workflows using industry-standard tools such as UiPath, Automation Anywhere, Blue Prism or similar. The solution should address the identified processes, handle dynamic business requirements, and provide scalability for future enhancements. The solution should have an user-friendly User Interface which should allow the user to manage the some input data as well as the Master data (like: Bank Master, Product Master etc.) from the UI. The solution should be using only Open-Source resources. If required, the solution should give restricted access of some processes to NPCI's clients (Banks). It should be able to design workflows where different departments of NPCI should be able to communicate with each other.

Seamless Integration with Existing Systems:

It is imperative that the automation workflows seamlessly integrate with the organization's existing infrastructure, including databases and third-party platforms. Secure APIs must be developed to facilitate this interoperability and ensure smooth data exchange. It should also be able to pull and push the data from any SFTP, Local Directory or through a Bot in case direct connection is not available.

Real-Time Dashboards and Monitoring Tools:

The bidder's delivery of user-friendly dashboards using Power BI or similar tools will significantly impact stakeholders' ability to make informed decisions based on real-time visibility into automation performance, process efficiency, and error tracking. The bidder should be able to analyze the input data, define the KPIs and design/ deliver the Dashboards once the requirement is given. The solution should be able to generate customized PPTs/ PDFs to be shared with NPCI's clients (Banks)

Comprehensive Documentation:

The deliverables must include detailed user manuals and technical documentation. These documents should cover system configurations, operational workflows, troubleshooting guides, and compliance requirements, ensuring smooth handover and ongoing operations.

Training and Knowledge Transfer:

To ensure effective solution adoption, structured training sessions must be conducted for end-users. The bidder should also provide a knowledge transfer program to equip internal teams with the skills to manage and maintain the automation solution.

Post-Deployment Support:

The bidder's role in providing ongoing support services is crucial. They must offer these services to address technical issues, optimize workflows, and implement necessary updates. This ensures the sustained performance and reliability of the automation solution.

Security and Compliance Features:

The solution must incorporate advanced security measures, including role-based access control, encryption for data at rest and in transit, and audit trails for activity monitoring. It must also comply with applicable regulations. It should be able to integrate with NPCI's MFA Notification capability: The solution should be able to send customized notifications including summary reports to NPCI users. It should also be able to send customized mailers/ WhatsApp messages to member banks.

8.10 Delivery schedule

The successful bidder shall commence the services within 4 weeks of the date of receipt of the Purchase Order.

8.11 Delivery Address

Resources shall be deployed at the following address

National Payments Corporation of India,
Sy. No. 205/1 (Part) & 205/5(Part) of Narsingi (V),
Gandipet(M), Ranga Reddy District,
Hyderabad- 500075.

8.12 Penalty for default in delivery

If Bidder does not provide the deliverables listed in Clause # "Key Deliverables" as per the delivery schedule agreed under this Purchase Order, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall be entitled to impose a penalty as given below:

- Non-Delivery of above-mentioned Deliverables: penalty shall be imposed on Bidder at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5% shall be payable by bidder.
- In case the delay exceeds 10 days beyond the stipulated delivery period, NPCI reserves the right to cancel the Purchase Order without prejudice to other remedies available to NPCI under this Purchase Order.
- Without any prejudice to NPCI's other rights under the Purchase Order and any applicable law(s), NPCI may recover the delay penalty amount, if any, accruing to NPCI, from any amount payable to bidder, under the Purchase Order.

8.13 Background Verification

The successful bidder shall ensure to carry out Police Verification, Address Verification, E-Court Check, Previous Employment Check, Educational background verification of the manpower/resources as shall be provided by the successful bidder to NPCI pursuant to terms of this Purchase Order hereto. The successful bidder shall at all times ensure that no manpower/resources of any criminal background etc. is been provided to NPCI. The successful bidders do hereby indemnify and shall keep NPCI indemnified from any such act/actions.

8.14 Prices:

Price shall remain fixed for a period of 3 year from the date of Notification of award / 1st 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 Repeat Order:

NPCI reserves the right to place Purchase Orders with the selected bidder(s) for any or all of the goods and/or services included in the Solution at the agreed unit rate for individual categories of purchase order during the term of the order (1 years) from the date of award / 1st Purchase Order.

8.16 Payment Terms:

Payment shall be released monthly in arrears for the actual number of days the resources were present, suitably attested by NPCI officials. Bidder has to submit declaration every month, along with the Invoice, to the effect that the salaries have been paid to the resources within 30 days from the date of receipt of invoice duly approved by NPCI official along with Tax Invoice.

8.17 Confidentiality

The successful bidder shall treat the details of the PO and other contract documents executed between NPCI and the successful bidder as secret and confidential.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the Successful bidder shall use all reasonable endeavors to assist NPCI in recovering and preventing such third party from using, selling or otherwise disseminating of such information. The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of PO.

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

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

8.18 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, etc.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.

8.19 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 willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors, and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

8.20 Obligations of the Bidder

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under this RFP.

8.21 Exit option and contract re-negotiation

- a) NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" herein under.
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at NPCI's locations.
- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the bidders prior to expiry of time for awarding the final bid / the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected bidder. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / bidder nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of bidders, NPCI will nominate a bidder who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) The reverse transition services to be provided by the Bidder shall include the following:

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- i. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Devices.
- ii. Bidder shall provide adequate documentation thereof.
- iii. The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time
- e) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this RFP/Purchase Order/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services.
- f) The rates for availing services during reverse transition period would be the same as payable during the contract period for the respective services as contained and provided in this RFP.
- g) During which the existing Bidder would transfer all knowledge, know-how and other things necessary for NPCI or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- h) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- i) NPCI and the successful bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.
- j) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/Purchase Order/contract it would extend all necessary support to NPCI or its selected bidders as would be required

8.22 Extension of Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or subsequent Purchase Order / Contract, as shall be entered by NPCI with the Bidder, to the satisfaction of and as decided by the NPCI up to a period of three (3) years (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months' period on the same rates and terms & conditions of the Contract. NPCI has right to alter (increase or decrease) the number of resources. NPCI has right to place repeat order to the bidder for any resources mentioned in the Contract. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI.

8.23 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 delivery is 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 expected.
- 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 bidder conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular service 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.

8.24 Termination of Purchase Order/Contract

For Convenience: NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three months' prior notice. The notice of

termination may 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 shall consider request of the bidder for pro-rata payment till the date of termination.

For Insolvency: NPCI at any time may 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).

8.25 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.
- NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtains discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.26 Force Majeure

For purpose of this clause, "Force Majeure" means an unforeseeable event beyond the control of the successful and not involving NPCI or the successful's fault or negligence.

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

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 continues for more than twenty (20) days,

either party shall be entitled to terminate the Purchase Order at any time thereafter by giving written notice to the other party.

8.27 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. NPCI and the successful Bidder shall make every effort to resolve amicably by direct informal negotiation; any disagreement or dispute arising between them under or in connection with this RFP.

If, however, NPCI and successful Bidder are not able to resolve them, following dispute resolution mechanism shall be applied:

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

8.28 Compliance with Applicable Laws of India

The Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

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.

8.29 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. Bidder indemnifies and shall keep NPCI indemnified from any of such claims/ losses/ damages and demands by any of its personnel, if any, raised on NPCI.

8.30 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 this RFP including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder.

Notwithstanding anything contained in this RFP, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.31 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.

8.32 Solicitation of Employees

Both NPCI & successful Bidder the Parties should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties should agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly solicit of this contract for employing the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.33 Replacement of Resources

NPCI shall consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, NPCI shall have the option either (1) to terminate the Purchase Order in part or as a whole or (2) to request Bidder for prompt replacement within 15 days at its

cost. In case any key resource wants to leave from service then Bidder shall take proper handover from the candidate before leaving the job so that NPCI operations shall not be affected.

8.34 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.

8.35 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.

8.36 Fraudulent and Corrupt Practice

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or a NPCI 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.

8.37 Cyber Incident Reporting:

- 1.1 Supplier acknowledges that the Government of India has declared the computer resources relating to certain products of NPCI, being Critical Information Infrastructure of NPCI and the computer resources of its associated dependencies to be protected systems for the purpose of the Information Technology Act, 2000. In this regard, Supplier agrees and undertakes to report to NPCI the occurrence of all Cyber Incidents (defined below).
- 1.2 For the purposes of this clause, “Cyber Incidents” shall mean an attempted breach or breach in the information security systems of Supplier and or any unauthorised access to or breach in the information technology-based systems of Supplier, include:
 - 1.2.1 Targeted scanning or probing of critical networks or systems.
 - 1.2.2 Unauthorized access of Information Technology systems or data
 - 1.2.3 Defacement of website or intrusion into a website and unauthorized changes such as inserting malicious code, links to external websites etc.
 - 1.2.4 Malicious code attacks such as spreading of virus/worm/Trojan/Bots/Spyware/Ransomware/Crypto miners.
 - 1.2.5 Attack on servers such as database, mail and DNS and network devices such as routers
 - 1.2.6 Identity theft, spoofing and phishing attacks.
 - 1.2.7 Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks
 - 1.2.8 Attacks or malicious/suspicious activities affecting systems/servers/networks/ software/ applications related to Big Data, blockchain, virtual assets, virtual asset exchanges, AI (Artificial Intelligence) & ML (Machine Learning), automation, robotics,
 - 1.2.9 Data breaches
 - 1.2.10 Data leaks
 - 1.2.11 Attacks or incidents affecting digital payment systems.
 - 1.2.12 Attacks through malicious mobile apps.
 - 1.2.13 Unauthorized access to social media accounts
 - 1.2.14 Attacks or malicious or suspicious activities affecting cloud computing systems, servers, software, or applications.

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- 1.3 In the event Supplier finds any malware and/or if any Cyber Incident occurs, Supplier shall promptly notify NPCI of the same, in writing and ensure the following:
 - 1.3.1 The intimation of malware and Cyber Incident should be reported within 24 hours of the detection of such incident.
 - 1.3.2 Communication should be sent to csirt@npci.org.in
 - 1.3.3 The communication should be clear and concise, providing all the necessary information about such incidents, including the steps that are being taken to address the issue and minimize any potential damage.
 - 1.3.4 The communication should clearly articulate the impact it may have on NPCI, as well as any potential risks or vulnerabilities that may be exposed and perceived threats to Supplier's organization systems, data, or operations.
 - 1.3.5 It should also provide guidance on what steps Supplier will take to protect themselves from any potential threats or vulnerabilities that may arise because of the incident.
- 1.4 The Service Provider agrees that any failure to comply with the above-mentioned obligation will constitute a material breach of the PO and NPCI will have the right in its sole discretion to terminate the PO immediately and without any liability.
- 1.5 Additionally, without prejudice to NPCI's rights and remedies, NPCI has the right to claim 1% (one percent) of the total PO value for each event of failure of reporting a Cyber Incident by Supplier (as per clauses above) or claim a total amount of Rs 50,000 from Supplier for such failure, whichever is higher.

8.38 Data Protection:

- 1.1. Supplier shall comply with:
 - 1.1.1. all laws relating to privacy, confidentiality or security of information including but not limited to Information Technology Act, and any and all rules and guidelines issued by the Reserve Bank of India from time to time (collectively, "Privacy Laws"); and
 - 1.1.2. best industry standards and practices concerning privacy, data protection, confidentiality and information security.
- 1.2. Supplier shall, in accordance with industry standard practices and all applicable Privacy Laws, establish controls to ensure confidentiality of all Confidential Information of NPCI.
- 1.3. Supplier shall provide and maintain an appropriate information security risk management structure and operational processes which are compliant with the applicable laws and any guidelines, notices or circulars issued by NPCI from time to time. Further, Supplier shall be responsible for reporting any fraud, cyber-attack or suspicious activity during the provision of Deliverables or in relation to the Confidential Information of NPCI immediately to NPCI.

8.39 Governing Language

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

8.40 Addresses for Notices

Following shall be address of NPCI and Bidder
NPCI address for notice purpose:

Managing Director & CEO
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

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

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Section 9 - Technical Specifications

The technical specifications outline the requirements for the Robotic automation solution to meet operational needs:

RPA Platforms:

Tools: UiPath, Automation Anywhere, Blue Prism or similar tools.

Capabilities: Drag-and-drop workflow design, built-in connectors for enterprise applications, and exception-handling features.

Integration Capabilities:

Develop secure RESTful APIs for seamless communication between automation workflows and existing systems and Ensure compatibility with structured (e.g., JSON, XML) and unstructured data formats.

Data Management:

Implement ETL (Extract, Transform, Load) processes to ensure clean and consistent data handling. Design scalable architectures to accommodate high data volumes.

Dashboards and Monitoring:

Create intuitive dashboards using Power BI or similar tools to enable real-time monitoring of process performance, errors, and key metrics. The solution should be able to generate customized PPTs and PDF reports automatically.

Notification capability:

The solution should be able to send customized notifications including summary reports to users and able to send customized mailers/ WhatsApp messages to NPCI clients.

Security Features:

Encrypt data at rest and in transit to prevent unauthorized access. Implement role-based access controls to restrict system access based on user roles. Solution should integrate with NPCI's MFA and Maintain audit trails to track activity and ensure traceability.

Performance Metrics:

Guarantee 99% uptime for automated workflows and incorporate real-time error monitoring and resolution to maintain system reliability.

Compliance Requirements:

Ensure adherence to data protection regulations. Provide supporting documentation to demonstrate compliance with regulatory standards. Solution should follow the BCP process of NPCI

Deployment:

The solution should be deployed On-prem or On-cloud on NPCI's server. If required, the solution should give restricted access to NPCI Clients (Banks)

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Section 10 - Documents forms to be put in Folder A

Annexure A1 - Bidder's Letter for EMD

To

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

Subject: NPCI/RFP/2024-25/IT/21 dated 17.02.2025 for "RFP for Robotic Process Automation".

We have enclosed an EMD in the form of a BG No. ____ issued by the branch of the _____ Bank, for the sum of Rs. ____ (Rupees ____). This EMD is as required by clause 5.6 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:

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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. _____ /-(Rupees _____ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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

(b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract document; 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]

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Annexure A3 - Bid Security

(PERFORMANCE BANK GUARANTEE FORMAT)

Date:

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called "the Supplier") has received the purchase order no. "-----" dated ----- issued by National Payments Corporation of India (NPCI), for ----- (hereinafter called "the Purchase Order").

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to NPCI.

At the request of the Supplier, We ----- (name of the Bank , the details of its incorporation) having its registered office at ----- and, for the purposes of this Guarantee and place where claims are payable, acting through its --- branch presently situated at ----- (hereinafter referred to as "Bank" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of Rs. ----- (in figures) (Rupees----- --- (in words)----- only) upon receipt by us of your first demand in writing declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with -(Bank Name & Issuing branch address)-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

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

This bank guarantee is valid upto -----.

The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within twelve months from the date of the expiry of the validity period of this Bank Guarantee.

Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to ----- (Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. ----- (Amount in figures & words); (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) Claim Expiry Date (date should be one year from the date of expiry of this Bank Guarantee). All claims under this Bank Guarantee will be payable at ----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

RFP for Robotic Process Automation

Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To

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

Dear Sir,

Subject: NPCI/RFP/2024-25/IT/21 dated 17.02.2025 for "RFP for Robotic Process Automation".

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.

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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 RTGS/BG bearing no. _____ dated _____ drawn in favor of “National Payments Corporation of India” or Bank Guarantee valid for ____ days for an amount of Rs. _____ (Rs. _____ only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

RFP for Robotic Process Automation

Annexure C - Bidder Information

(Bidder's Letter Head)

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Pvt Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref #		
5	Valid Sales tax registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Goods & Services Tax (GST) Registration Numbers			
9	City			
10	State			
11	Pin Code / State Code			
12	GSTIN Number			
13	HSN Number			
14	Name & Designation of the contact person to whom all references shall be made regarding this tender			
15	Telephone No. (Cell # and Landline # with STD Code)			
16	E-Mail of the contact person:			
17	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
18	Year	2021-22	2022-23	2023-24
19	Net worth			
20	Turn Over			
21	PAT			

Dated this..... Day of.....2025

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

RFP for Robotic Process Automation

Annexure D - Declaration for Clean Track Record
(Bidder's Letter Head)

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the **RFP for Robotic Process Automation - NPCI/RFP/2024-25/IT/21 dated 17.02.2025**. I hereby declare that my company has not currently been debarred/blacklisted 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:

RFP for Robotic Process Automation

Annexure E - Declaration for Acceptance of RFP Terms and Conditions (Bidder's Letter Head)

To

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the **RFP for Robotic Process Automation - NPCI/RFP/2024-25/IT/21 dated 17.02.2025**. 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:

RFP for Robotic Process Automation

Annexure F - Declaration for Acceptance of Scope of Work
(Bidder's Letter Head)

To

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

Sir,

I have carefully gone through the Scope of Work contained in the **RFP for Robotic Process Automation - NPCI/RFP/2024-25/IT/21 dated 17.02.2025**. 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:

RFP for Robotic Process Automation

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 _____ in response to the **RFP for Robotic Process Automation - NPCI/RFP/2024-25/IT/21 dated 17.02.2025** 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 _____ 2025.

Accepted

(Signature)

(Name Designation)

Date:

Business Address:

RFP for Robotic Process Automation

Annexure H - Eligibility Criteria Compliance (Bidder's Letter Head)

A] Start-ups:

Sr. No	Eligibility Criteria	Compliance (Yes/No)	Documentary proof to be attached
1	The bidder should be incorporated or registered in India under Companies Act/Partnership Act / Indian Trust Act (Annual filling with ROC) and should have the Certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) or in the process of applying the same and shall be submitted before a formal engagement with NPCI.		1.Certificate of incorporation 2.MSME registration certificate (if applicable) 3. DPIIT Certificate
2	The bidder's annual turnover should be less than Rs. 100 crores as per audited financial statements in each of the financial years from the date of registration/ incorporation subject to compliance to Sr. No. 3		1. Standalone audited financial statements for last 3 years a. Balance sheets b. Profit /loss statement c. Signed Statutory Auditor's Report d. Notes to Accounts and Schedules forming part of accounts to be submitted. • <i>Complete financial statements duly signed/ approved by Auditor.</i> 2. CA certificate in case more than 3 years for previous years
3	The date of incorporation of the bidder should be anywhere between 1 to 10 financial years.		Certificate of incorporation/ registration
4	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self- declaration along with extract of auditors' report.		Self-declaration to be provided by the Bidder
5	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad.		Declaration letter from the <u>Bidder</u> and <u>OEM</u> as per Annexure D
6	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.		Remittance proof of RTGS in favor of NPCI. While transferring <u>bid cost</u> from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description in the transfer details</u> , failing which the bid is liable to be rejected.

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7	The Bidder has paid or submitted along with the bid submission required EMD as mentioned in the RFP.		Remittance proof of RTGS/ BG in favor of NPCI. While transferring <u>EMD</u> amount from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description in the transfer details</u> , failing which the bid is liable to be rejected.
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B] Other than Start-ups:

Sr. No.	MSME	Other than MSME	Compliance Yes/No	Documentary proof to be attached
1.	<p>The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last three (3) years.</p> <p>a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least two (2) years as on date of submission of the bid.</p> <p>b) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least two (2) years as on the date of submission of bid.</p>	<p>The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last five (5) years.</p> <p>a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least five (5) years as on date of submission of the bid.</p> <p>b) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least five (5) years as on the date of submission of bid.</p>		<p>1. Certificate of incorporation</p> <p>2. MSME registration certificate (if applicable)</p>

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2.	<p>The bidder should have reported minimum annual turnover of Rs. 6 crores and should have reported profits (profit after tax) as per audited financial statements in at least 2 out of last 3 financial years</p> <p>In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>	<p>The bidder should have reported minimum annual turnover of Rs. 10 crores in each of the last 3 financial years and should have reported profits (profit after tax) as per the financial statements audited in last 3 financial years.</p> <p>In case audited financial statements for most recent financial year are not ready, then management certified financial statement shall be considered.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>		<p>Standalone financial audited financial statements</p> <ol style="list-style-type: none"> 1. Balance sheets 2. Profit/ loss statement 3. Signed Statutory Auditor's Report 4. Notes to Accounts and Schedules forming part of accounts to be submitted.
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3	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self-declaration along with extract of auditors' report.	There shall be no continuing statutory default as on date of submitting the response to the tender. Necessary self-declaration along with extract of auditors' report.		Self-declaration to be provided by Bidder
4	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad	Neither the OEM nor the Bidder should have been currently blacklisted by any Bank or institution in India or abroad		Declaration from OEM as per Annexure D on company letter head (if applicable)-
5.	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.	The bidder has paid the bid cost as given in the RFP at the time of purchasing the bid document or has paid or submitted along with the bid submission in case the bid document is downloaded from the NPCI website.		Remittance proof of Electronic Transfer in favor of NPCI. While transferring <u>bid cost</u> from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description in the transfer details</u> , failing which the bid is liable to be rejected.
6.	The Bidder has paid or submitted along with the bid submission required EMD as mentioned in the RFP.	The Bidder has paid or submitted along with the bid submission required EMD as mentioned in the RFP.		Remittance proof of Electronic Transfer/ BG in favor of NPCI While transferring <u>EMD</u> amount from the bidder's Bank account to NPCI bank account, the bidder shall mention the <u>RFP number</u> and <u>RFP description in the transfer details</u> , failing which the bid is liable to be rejected

Dated this..... Day of.....2025

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

RFP for Robotic Process Automation

Section 11 - Documents to be put in Envelope/Folder 'B'

(Bidder's Letter Head)

Annexure I - Technical Compliance

The bidder is required to provide exhaustive list of the hardware, software, etc. to implement the project.
Dated this..... Day of.....2025

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

RFP for Robotic Process Automation

Annexure J - Client Reference

(Bidder's Letter Head)

NPCI/RFP/2024-25/IT/21 dated 17.02.2025

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	
5	Brief on type & no of resources engaged	

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

RFP for Robotic Process Automation
Section 12 - Documents to be put in Envelope/Folder 'C'

Annexure K - Commercial Bid Form
(Bidder's Letter Head)

(To be included in Commercial Bid Envelope/Folder)

To

NPCI

Dear Sirs,

Re: RFP for Robotic Process Automation - NPCI/RFP/2024-25/IT/21 dated 17.02.2025

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.....) (exclusive of taxes) 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 Database Resources - **NPCI/RFP/2024-25/IT/21 dated 17.02.2025** 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.....2025

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

RFP for Robotic Process Automation

**Annexure L - Commercial Bid
(Bidder's Letter Head)**

NPCI/RFP/2024-25/IT/21 dated 17.02.2025

Skill Set	Role	Experience	Rates per day
RPA Tool Development	RPA Developer	2-3 Years	
		3-5 Years	
Process Analysis	Business Analyst	2-3 Years	
		3-5 Years	
API & System Integration	Backend Developer	3-5 Years	
Data Engineering	Data Engineer	3-5 Years	
Data Science & AI	Data Scientist	7-10 Years	
User Interface Design	Frontend Developer	1-3 Years	
DevOps & Security	DevOps Engineer	3-5 Years	
Quality Assurance	QA Engineer	3-5 Years	

- Prices will be valid for 1 Years.
- NPCI Reserves the right to choose the Resources as per the required skills set.
- Services will be provided on an onsite basis.
- Prices are exclusive of taxes.
- The bidder shall meet the requirements of Goods & Services Tax (GST)

(Amount in Rs)

All prices are exclusive of taxes.

Dated this..... Day of.....2025

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

RFP for Robotic Process Automation
Annexure M - Staffing Agreement

- Need acceptance on the below attached Staffing Agreement.



STAFFING
AGREEMENT.docx