



**Request For Proposal for supply, installation & maintenance of Flash Storage**

---

RFP Reference No: NPCI/RFP/2017-18/IT/07 dated 24.11.2017  
National Payments Corporation of India  
Unit no. 202, 2nd floor,  
Raheja Titanium, CTS No. 201,  
Western Express Highway,  
Goregaon East, Mumbai 400 063  
Email- [itprocurement@npci.org.in](mailto:itprocurement@npci.org.in)  
Website: [www.npci.org.in](http://www.npci.org.in)

**Copyright Notice**

Copyright© 2017 by National Payments Corporation of India. All rights reserved.

**Disclaimer**

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

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

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

### Checklist

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

1. Demand Draft / Pay Order Rs. 11,800 (Rs Eleven thousand eight hundred only inclusive of GST@18%) towards cost of Bid document in Envelope - 'A'
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 5,00,000/- (Rupee Five Lakhs only) towards Bid Security in Envelope 'A' - Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope 'A' - Eligibility Criteria Response.
5. Envelope 'B' - Technical Response
6. Envelope 'C' - Indicative Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - 'A'.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

<b>CHECKLIST.....</b>	<b>3</b>
<b>ABBREVIATIONS AND ACRONYMS .....</b>	<b>7</b>
<b>SECTION 1 - BID SCHEDULE AND ADDRESS .....</b>	<b>8</b>
<b>SECTION 2 - INTRODUCTION .....</b>	<b>9</b>
2.1 ABOUT NPCI.....	9
2.2 OBJECTIVE OF THIS RFP: .....	9
2.3 COST OF THE RFP.....	9
2.4 DUE DILIGENCE .....	9
2.5 OWNERSHIP OF THIS RFP.....	9
<b>SECTION 3 – SCOPE OF WORK.....</b>	<b>10</b>
3.1 SCOPE OF WORK:.....	10
3.2 SINGLE POINT OF CONTACT .....	10
<b>SECTION 4 - INSTRUCTION TO BIDDERS .....</b>	<b>11</b>
<b>SECTION 5 - INSTRUCTION TO BIDDERS .....</b>	<b>12</b>
A. THE BIDDING DOCUMENT.....	12
5.1 RFP .....	12
5.2 COST OF BIDDING .....	12
5.3 CONTENT OF BIDDING DOCUMENT .....	12
5.4 CLARIFICATIONS OF BIDDING DOCUMENTS AND PRE-BID MEETING .....	12
5.5 AMENDMENT OF BIDDING DOCUMENTS .....	12
B. PREPARATION OF BID .....	13
5.6 BID PRICE .....	13
5.7 EARNEST MONEY DEPOSIT (EMD) .....	13
5.8 RETURN OF EMD .....	13
5.9 FORFEITURE OF EMD.....	13
5.10 PERIOD OF VALIDITY OF BIDS .....	13
5.11 EXTENSION OF PERIOD OF VALIDITY .....	13
5.12 FORMAT OF BID .....	13
5.13 SIGNING OF BID .....	14
C. SUBMISSION OF BID .....	14
5.14 ENVELOPE BIDDING PROCESS.....	14
5.15 CONTENTS OF THE 3 ENVELOPES .....	14
5.16 BID SUBMISSION .....	15
5.17 BID CURRENCY.....	15
5.18 BID LANGUAGE .....	15
5.19 REJECTION OF BID .....	15
5.20 DEADLINE FOR SUBMISSION.....	15
5.21 EXTENSION OF DEADLINE FOR SUBMISSION OF BID.....	16
5.22 LATE BID.....	16
5.23 MODIFICATIONS AND WITHDRAWAL OF BIDS.....	16
5.24 RIGHT TO REJECT, ACCEPT/CANCEL THE BID.....	16
5.25 RFP ABANDONMENT .....	16
5.26 BID EVALUATION PROCESS .....	16
5.27 CONTACTING NPCI.....	16

<b>SECTION 6 - BID OPENING .....</b>	<b>17</b>
6.1 OPENING OF BIDS.....	17
6.2 OPENING OF ELIGIBILITY AND TECHNICAL BIDS .....	17
6.3 OPENING OF ENVELOPE C - COMMERCIAL BIDS .....	17
<b>SECTION 7 - BID EVALUATION .....</b>	<b>18</b>
7.1 PRELIMINARY EXAMINATION OF ELIGIBILITY BIDS .....	18
7.2 EXAMINATION OF TECHNICAL BIDS.....	18
7.3 EVALUATION OF COMMERCIAL BIDS: .....	19
7.4 SUCCESSFUL EVALUATED BIDDER: .....	19
<b>SECTION 8 - TERMS AND CONDITIONS .....</b>	<b>19</b>
8.1 NOTIFICATION OF AWARD / PURCHASE ORDER .....	19
8.2 TERM OF THE ORDER.....	20
8.3 ACCEPTANCE PROCEDURE .....	20
8.4 PERFORMANCE BANK GUARANTEE.....	20
8.5 TAXES AND DUTIES .....	20
8.6 KEY DELIVERABLES:.....	20
HARDWARE AND ALL APPLICABLE SOFTWARE TO BE DELIVERED, IMPLEMENTED, RESILIENCY TESTED, PERFORMANCE BENCHMARKED AND UAT PERFORMED AS PER SCOPE OF WORK .....	20
8.7 DELIVERY SCHEDULE .....	20
8.8 DELIVERY ADDRESS: .....	21
8.9 INCENTIVIZING THE SERVICE PROVIDERS .....	21
8.10 PENALTY FOR DEFAULT IN DELIVERY .....	21
8.11 WARRANTIES .....	22
8.12 SUPPORT (AMC) .....	22
8.13 SERVICE LEVEL REQUIREMENTS (SLA) .....	22
8.14 PENALTY ON NON-ADHERENCE TO SLAS:.....	23
8.15 PRICES.....	23
8.16 REPEAT ORDER: .....	23
8.17 PRODUCT UPGRADES .....	23
8.18 PAYMENT TERMS: .....	23
8.19 MIGRATION ACTIVITIES FOR CHANGE OF LOCATION:.....	24
8.20 CONFIDENTIALITY .....	24
8.21 INDEMNITY.....	24
8.22 BIDDER'S LIABILITY .....	25
8.23 OBLIGATIONS OF THE BIDDER.....	25
8.24 EXIT OPTION AND CONTRACT RE-NEGOTIATION .....	25
8.25 EXTENSION OF CONTRACT .....	26
8.26 ORDER CANCELLATION .....	27
8.27 TERMINATION OF PURCHASE ORDER/CONTRACT .....	27
8.28 EFFECT OF TERMINATION .....	27
8.29 FORCE MAJEURE .....	28
8.30 RESOLUTION OF DISPUTES .....	28
8.31 COMPLIANCE WITH APPLICABLE LAWS OF INDIA .....	29
8.32 LEGAL COMPLIANCES: .....	29
8.33 INTELLECTUAL PROPERTY RIGHTS:.....	30
8.34 APPLICABLE LAW AND JURISDICTION .....	30
8.35 SOLICITATION OF EMPLOYEES.....	30
8.36 FACILITIES PROVIDED BY NPCI: .....	30

## RFP for supply, installation & maintenance of Flash Storage

8.37 NO DAMAGE OF NPCI PROPERTY .....	30
8.38 FRAUDULENT AND CORRUPT PRACTICE .....	30
8.39 GOVERNING LANGUAGE.....	31
8.40 ADDRESSES FOR NOTICES.....	31
<b>SECTION 9 - TECHNICAL SPECIFICATIONS .....</b>	<b>32</b>
<b>TABLE B: .....</b>	<b>34</b>
<b>SECTION 10 - DOCUMENTS FORMS TO BE PUT IN ENVELOPE A.....</b>	<b>37</b>
<b>ANNEXURE A1 - BIDDER'S LETTER FOR EMD .....</b>	<b>37</b>
<b>ANNEXURE A2 - BID SECURITY (BANK GUARANTEE) .....</b>	<b>38</b>
<b>ANNEXURE A3 - BID SECURITY .....</b>	<b>39</b>
<b>ANNEXURE B - BID OFFER FORM (WITHOUT PRICE) .....</b>	<b>40</b>
<b>ANNEXURE C - BIDDER INFORMATION.....</b>	<b>42</b>
<b>ANNEXURE D - DECLARATION FOR CLEAN TRACK RECORD .....</b>	<b>43</b>
<b>ANNEXURE E - DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS.....</b>	<b>44</b>
<b>ANNEXURE F - DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK .....</b>	<b>45</b>
<b>ANNEXURE G - FORMAT POWER OF ATTORNEY.....</b>	<b>46</b>
<b>ANNEXURE H - ELIGIBILITY CRITERIA COMPLIANCE.....</b>	<b>47</b>
<b>ANNEXURE I - OEM / MANUFACTURER'S AUTHORIZATION LETTER .....</b>	<b>49</b>
<b>SECTION 11 - DOCUMENTS TO BE PUT IN ENVELOPE 'B' .....</b>	<b>50</b>
<b>ANNEXURE K - TECHNICAL COMPLIANCE .....</b>	<b>50</b>
<b>TABLE B: .....</b>	<b>52</b>
<b>ANNEXURE O - CLIENT REFERENCE.....</b>	<b>55</b>
<b>SECTION 12 - DOCUMENTS TO BE PUT IN ENVELOPE 'C'.....</b>	<b>56</b>
<b>ANNEXURE M – INDICATIVE COMMERCIAL BID FORM.....</b>	<b>56</b>
<b>ANNEXURE N - COMMERCIAL BID (INDICATIVE) .....</b>	<b>57</b>
<b>ANNEXURE – L BILL OF MATERIAL.....</b>	<b>58</b>
<b>ANNEXURE Z - NON-DISCLOSURE AGREEMENT .....</b>	<b>59</b>

**Abbreviations and Acronyms**

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

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

## Section 1 - Bid Schedule and Address

Sr. No.	Description	Detailed Information
1	Name of Project	RFP for supply, installation & maintenance of Flash Storage
2	Tender Reference Number	NPCI/RFP/2017-18/IT/07
3	Date of release of this RFP	24.11.2017
4	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	06.12.2017
5	Date and Time for Pre Bid Meeting	NA
6	Last date and time for Bid Submission	16.12.2017 05.00 p.m.
7	Address of Bid Submission	National Payments Corporation of India, Unit no. 202, 2nd Floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400 063
8	Date and Time of Eligibility bid (Envelope A) and Technical bid (Envelope B) opening	16.12.2017 05.30 p.m.
9	Date and time of Commercial bid Opening (Envelope C)	Will be through Reverse Auction
10	Name and Address for Communication	Head - IT Procurement National Payments Corporation of India, Unit no. 202, 2nd Floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400 063
12	Bid Related Queries	Desikan ST Contact: 98840 84644 Email id : thiruvengkata.desikan@npci.org.in Prashant Awale Contact: 8108108650 Email id : prashant.awale@npci.org.in Benny Joseph Contact: 8108122844 Email id : Benny.joseph@npci.org.in
13	Bid Cost	Rs.11,800/- (Rs.10,000.00 plus applicable GST@18%) (Bid cost should be in Indian Rupees only)
14	EMD/Bid Security	Rs 5,00,000 (Rupees Five Lakhs)

**Note:**

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Commercial evaluation will be through Reverse Auction.



## Section 2 - Introduction

### 2.1 About NPCI

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of The Companies Act, 2013) with its Registered Office in Mumbai, India. NPCI was promoted by 10 banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. Presently 56 banks are shareholders of NPCI. Out of which 19 are Public Sector Banks (PSB), 17 Private Sector Banks, 3 Foreign Banks, 7 Multi State Cooperative Banks and 10 Regional Rural Banks.

The vision, mission and values of NPCI are: Vision - To be the best payments network globally, Mission - Touching every Indian with one or other payment services and to make our mission possible, we live and work by five core values: Passion for Excellence, Integrity, Customer Centricity, Respect and Collaboration.

### 2.2 Objective of this RFP:

The objective of this RFP is to identify a bidder for supply, installation & maintenance of Flash Storage.

### 2.3 Cost of the RFP

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

The Bidders can submit the bid response at NPCI's office at Unit no. 202, 2nd floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400 063, along with non-refundable amount of Rs. 11,800.00 (Rs Ten thousand plus GST@18%) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai.

### 2.4 Due Diligence

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

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

### 2.5 Ownership of this RFP

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

### Section 3 - Scope of Work

#### 3.1 Scope of work:

The scope of work includes the following:

1. Kick-off conference and meeting to be conducted
2. Pre-installation survey to be conducted & collection of user requirement
3. Low level design to be provided for Storage configuration
4. Hardware burning test (at NPCI office) to be conducted when needed
5. Power on-off checking
6. System Health check
7. Periodical Firmware upgrade
8. Onsite hardware setup & rack mounting
9. Cabling to be performed by directly connecting LIU & SAN Switch (NPCI will provide the necessary cable)
10. Integration with Switches
11. Standard handover form (admin/password and equipment serial number)
12. System Acceptance Test
13. System Performance Test
14. Host integration documentation & Test
15. Replication Setup & Testing Failover and UAT
16. 2-hour session system hand-over briefing for system administrator
17. Carry out installation job with customer requirements
18. Detailed design & configuration documentation should be handed over to NPCI
19. Complete product training for 4 NPCI employees on the product administration & troubleshooting
20. Monthly reporting, Quarterly review meetings for system Health & Performance utilization discussion.
21. The software & hardware quoted by bidder should not be declared as End of Sale (EOS) by the OEM for two years from the date of installation. In the event of the supplied equipment being declared EOS within the mentioned period, the bidder has to replace the equipment with equipment having equivalent or higher configurations. The software & Hardware quoted by the bidder should not be declared as End of Life/End of support by the OEM during the contract period. The bidder has to replace the equipment with equipment having equivalent or higher configurations.

Technical specifications of the required storage as per Annexure J.

#### 3.2 Single Point of Contact

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

## Section 4 - Instruction to Bidders

### 4.1 Eligibility Criteria

The Eligibility Criteria are furnished below:

1. The bidder should be a Company registered under the Companies Act since the last three years.
  - a) In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.
  - b) In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company.
2. The bidder should have minimum annual turnover of Rs.80 Crores during the three financial years i.e. 2014-15, 2015-16 and 2016-17 or calendar years 2014, 2015, 2016 or bidder's financial years.
  - a. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
  - b. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
3. The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. 2014-15, 2015-16, 2016-17 or Calendar years 2014, 2015, 2016 or the Bidder's financial years.
  - a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
  - b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
4. The bidder should not be currently blacklisted by any bank / institution in India or abroad.
5. The bidder should be authorized by the OEM to quote their products and support.
6. An OEM may authorize only single bidder for the RFP. In the event of OEM bidding directly, the OEM cannot be represented by any other bidder.

## Section 5 - Instruction to Bidders

### A. The Bidding Document

#### 5.1 RFP

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

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

#### 5.2 Cost of Bidding

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

#### 5.3 Content of Bidding Document

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

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

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

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

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

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

#### 5.5 Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
- In order to afford Bidders reasonable time 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 posted on NPCI's website.
- From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

## B. Preparation of Bid

### 5.6 Bid Price

Prices would be exclusive of all taxes, . The bidder shall meet the requirements of the applicable Goods & Services Tax (GST).

### 5.7 Earnest Money Deposit (EMD)

The Bidder is required to deposit Rs 5, 00,000/- (Rupees Five Lakhs only) in the form of a Demand Draft / Pay order in favor of “National Payments Corporation of India” payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

### 5.8 Return of EMD

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

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

### 5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

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

### 5.10 Period of Validity of Bids

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

### 5.11 Extension of Period of Validity

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

### 5.12 Format of Bid

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Technical Bid only. In case of any discrepancy between them, the original shall govern.

The commercial bid will be submitted as hard copy only.

### 5.13 Signing of Bid

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

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

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

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

### C. Submission of Bid

#### 5.14 Envelope bidding process

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as **“Request for Proposal for supply, installation & maintenance of Flash Storage”**.

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

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

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

#### 5.15 Contents of the 3 Envelopes

##### **Envelope A - Eligibility Bid**

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

- 1 Bid cost in the form of Demand draft/Pay order
- 2 Bid Earnest Money in the form of Demand Draft **OR** Bid Earnest Money in the form of Bank Guarantee - format provided in Annexure A2
- 3 Bid Offer form (without price) - Annexure B
- 4 Bidder Information - Annexure C
- 5 Declaration of Clean Track Record by Bidder - Annexure D
- 6 Declaration of Acceptance of Terms and Conditions - Annexure E
- 7 Declaration of Acceptance of Scope of Work - Annexure F
- 8 Power of Attorney for signing of bid - Annexure G
- 9 Eligibility Criteria Matrix - Annexure H
- 10 OEM/Manufacturer Authorization Letter - Annexure I
- 11 Three years audited Balance Sheet and Profit and Loss Statements.
- 12 RFP document duly sealed and signed
- 13 All necessary supporting documents as per Annexures

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

The following documents shall be inserted inside Envelope B:

- 1 Section 11 - Compliance to Technical Requirements duly completed - **Annexure K**
- 2 Client Details for **Annexure O**
- 3 Masked Price Bid(Annexure **M, N**)
- 4 Detailed Bill of Material for Hardware with line item details, giving quantity and functions (**Masked Annexure L**)

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

### **Envelope C - Commercial Bid (indicative)**

- 1 Indicative Commercial Bid Form - Annexure M
- 2 Indicative Commercial Bid - Annexure N
- 3 Detailed Bill of Material- Annexure L

#### **5.16 Bid Submission**

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

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

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

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

#### **5.17 Bid Currency**

All prices shall be expressed in Indian Rupees only.

#### **5.18 Bid Language**

The bid shall be in English Language.

#### **5.19 Rejection of Bid**

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

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

No bid shall be rejected at the time of bid opening including extensions, if any, except for late bids and those that do not conform to bidding terms.

#### **5.20 Deadline for Submission**

The last date of submission of bids is given in Section 1. However the last date of submission may be amended by NPCI and shall be notified through its website.

#### 5.21 Extension of Deadline for submission of Bid

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

#### 5.22 Late Bid

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

#### 5.23 Modifications and Withdrawal of Bids

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

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

#### 5.24 Right to Reject, Accept/Cancel the bid

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

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

#### 5.25 RFP Abandonment

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

#### 5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

**Stage 1 - Envelope 'A'** i.e. Eligibility bid and **Envelope 'B'** i.e. Technical bid will be evaluated.

Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

**Stage 2 - Envelope 'C'** of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the start price for Reverse Auction.

#### 5.27 Contacting NPCI

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

**Stage 2** - Indicative Commercial bids i.e. Envelope 'C' will be opened for qualified bidders only as part of the process for finalizing the start price for Reverse Auction.

### 6.2 Opening of Eligibility and Technical Bids

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

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

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

### 6.3 Opening of Envelope C - Commercial Bids

Indicative Commercial bids will be opened only as part of the process for finalizing the start price for Reverse Auction.

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](http://www.npci.org.in).

## Section 7 - Bid Evaluation

### 7.1 Preliminary 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.

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

Technical Evaluation		100
Technical Requirements compliance	Complied on all the RFP technical points	60
Technical Presentation	Presentation of the Technical feasibility	40
Total Score		100

The minimum score for qualifying Technical Evaluation will be 80. In case three bidders are not qualified then NPCI reserves the right to reduce minimum required score by 10.

#### 7.3 Evaluation of Commercial Bids:

Commercial bids (indicative) of technically qualified short-listed bidders will be opened only as part of the process to arrive at the start price for the reverse auction.

Evaluation of commercial bids will be done through Reverse Auction Process. Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website.

#### 7.4 Successful Evaluated bidder:

The bidder with lowest commercial bid identified through reverse auction process will be declared as the successful bidder and will be called L1 bidder for the required quantity. 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 7.4, 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 Notification of Award/Purchase Order shall be for a period of five (5) years wherein the price of the equipment as specified in the RFP would be at a fixed rate.

#### 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) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, 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 is not in a position to submit the PBG for any reason, the successful bidder has to submit a Demand Draft drawn in favor of NPCI for equivalent amount or electronically transfer equivalent amount for credit in NPCI's account. Details of the NPCI's bank account will be furnished on request.

#### 8.5 Taxes and Duties

All taxes 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, , s of State or Central Governments as applicable.

The bidder shall meet the requirements of applicable Goods & Services Tax (GST).

#### 8.6 Key Deliverables:

Hardware and all applicable Software to be Delivered, Implemented, Resiliency tested, Performance benchmarked and UAT performed as per scope of work

#### 8.7 Delivery schedule

Delivery of the Hardware & Software should be within 6 weeks from the date of receipt of Purchase Order & implementation shall be completed within 6 weeks from the delivery of Hardware & Software

8.8 Delivery Address:

**Hyderabad DC:**

National Payments Corporation of India,  
C/o, Reliance Communications Plot No.20,  
Survey No.64, opp. Mahindra Satyam  
Hi-tech City Layout Madhapur, Hyderabad - 500081  
Contact: Mr. Arulraj Somasundaram - 9908011905

**Chennai:**

National Payments Corporation of India  
C/o Reliance Communications Infrastructure Ltd,  
Floor IDC Sha 1-A, Reliance House No.6,  
Haddows Road, Nungambakkam Chennai - 600 006  
Contact: Mr. M Ravi - 9962163390

**For 100 TB storage:** 1 unit per site at Chennai & Hyderabad

**For 250 TB storage:** 1 set of modular nodes per site at Chennai & Hyderabad

8.9 Incentivizing the Service Providers

a)

(i) Delivery of hardware / software / services - in case of delivery of the deliverables earlier than the stipulated delivery schedule as per the Purchase Order - 0.25% per week, for every week of early delivery, with a maximum of 2.5%, of the Order value of the respective component, i.e. hardware / software / services, as the case may be, provided the saving in delivery timeline / early delivery is not less than 20% of the prescribed delivery schedule, otherwise incentive will not be applicable. Vendors will not be eligible for any incentive if delivery happens as per the terms of the PO.

(ii) Incentive will not be applicable in case the original delivery schedule is extended for any reason.

(iii) Liquidated damages will continue to be levied for delays in delivery as per the terms of the PO, if the delays are attributable to the vendors.

8.10 Penalty for default in delivery

If the Bidder does not deliver the Goods as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the Purchase Order for each week's delay subject to a maximum of 5% of the total undelivered value of the goods, without prejudice to any other right or remedy available under purchase order.

In case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order.

#### 8.11 Warranties

The successful bidder shall provide comprehensive on-site warranty for 3 years for Hardware/Software with back to back arrangements with the respective OEM from the date of commissioning or acceptance of the entire system as per RFP.

During warranty, the successful Bidder will ensure the regular maintenance support as follows:

Successful Bidder will telephonically ascertain frequently about proper functioning of the hardware / software supplied.

Successful Bidder will depute an experienced engineer as and when required to visit the site and advise the user / NPCI about various methods to ensure proper functioning of the system.

Successful Bidder will provide support for warranty period Same Day 4-hour (24X7) Onsite Response (Parts + Labor).

Warranty includes part replacement /repairs within 4 hours of reporting, and Software support for updates, upgrades, patches, and bug fixes for supplied s/w from OEM 24 x 7 x 365 days. In case of Disk failure the faulty disk will be maintained /destroyed by NPCI. The proposed bidder will need to ensure support of product & change of components at zero cost in case of any part becoming obsolete.

The services manageability should be governed by the SLA terms and conditions

Bidder shall also update necessary OS, Patches and should support the hardware and the software for the period of five years from the date of commissioning and/ or acceptance of the entire system, whichever is later.

Any defective equipment /software supplied by successful shall be replaced as per the SLA terms, including all incidental cost like transport costs, etc. without any further cost to NPCI. The upgrades, new releases (Minor/major) versions, bug fixes etc. for the hardware and system software will be supplied to NPCI at no extra cost, with the necessary documentation during contract period.

#### 8.12 Support (AMC)

The successful bidder shall provide comprehensive on-site maintenance (AMC) of the hardware / software with back to back support with the OEM, for a period of 2 years, from the date of expiry of the warranty period of 3 years.

Cost of AMC should not be less than 8% of the Hardware cost.

The bidder should submit proof such as contract ID/valid number for availing AMC support/getting replacement from OEM. AMC amount will be released only after submission of such evidence.

#### 8.13 Service Level Requirements (SLA)

The storage should be able to provide availability parameter of 99.9999 % per quarter from the date of acceptance of the Hardware & Software to be calculated on an annual basis. For the purpose of this clause, "Downtime Percentage" shall mean, unavailable time minus time for scheduled maintenance divided by total time available. Available/Unavailable Time will be calculated based on total time scheduled for running the system, which is 7 days / week and 24 hours /day at present. "Unavailable Time" is the time involved while any of the following shall take place and continues,

a) The basic system not operative partly or fully either due to break down or maintenance work carried out by the vendor.

b) Any software component supplied by the vendor is inoperative which renders the entire system useless for the user in executing on-line applications. At the end of every year, performance of the vendor would be evaluated based on the total accumulated downtime occurred during the year.

#### 8.14 Penalty on non-adherence to SLAs:

For the purpose of such evaluation, annual cumulative downtime beyond 0.001% (i.e. downtime beyond 5.26 minutes) for storage would attract a penalty of 1% of the total cost of the Hardware, for each and every instance of downtime, subject to a maximum annual penalty of 5% of the total cost of the hardware.

#### 8.15 Prices

Price shall remain fixed for a period of five (5) years from the date of 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.

#### 8.16 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 at the agreed unit rate for individual categories of purchase order during the period of 6 months from the date of 1<sup>st</sup> Purchase Order.

#### 8.17 Product Upgrades

Notwithstanding what is contained and provided in Clause 8.14 herein above, at any time during term of the purchase order / performance of the Contract, should technological advances be introduced by the OEM/ Bidder for information technologies originally offered by the supplier in its bid and still to be delivered, the bidder shall be obliged to offer to NPCI the latest version of the available technologies having equal or better performance or functionality throughout the contract period without any extra cost to NPCI.

During performance of the Contract, the bidder shall offer to NPCI all new versions, releases and updates of standard software, as well as related technical support within 30 days of their availability from the OEM.

#### 8.18 Payment Terms:

**Hardware & Software** : 20% payment shall be released within 30 days after from the date of delivery of Hardware & software and 80% payment shall be released after successful installation of Hardware & software. The bidder needs to submit correct invoice and successful installation report duly signed by NPCI Officials.

#### AMC

AMC charges shall be paid quarterly in arrears after availing maintenance services.

Payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized NPCI official.

- a) The Recurring Service Charges will be paid quarterly in arrears after submission of necessary invoice and submission of quarterly reports including SLA and after deduction of penalties if any.
- b) For the purpose of payment, the end of the quarter will be June, Sept, Dec and March.
- c) The quarterly bills for the solution should be submitted to NPCI within 10 days of the last day of the relevant quarter.
- d) Invoice shall contain all details regarding PAN & registration number for service tax, VAT etc.

#### 8.19 Migration activities for change of location:

In case NPCI wishes to shift the devices from one place to another anywhere in the country, adequate support will be made available by the bidder by arranging field engineer for the purpose of dismantling of storage devices supplied by Service provider & hand-over to the concerned Officials or Data Center, pre-shifting inspection, post-shifting inspection, re-installation etc. of all devices supplied by Service provider. All migration related activities to be done after Business / session hours /according to business convenience & the engineer have to be deployed as per the requirements. NPCI will bear all expenses for packing, shifting, insurance and other incidentals at actual. NPCI will not be responsible or liable for any losses, damages to the items of equipment's, tools and machinery while such dismantling, pre-shifting inspection, post-shifting inspection, and re-installation etc. is being carried out. Bidder shall make available adequate alternative arrangement to ensure that the system functioning is neither affected nor dislocated during the shifting process. It is the responsibility of field engineer to integrate devices delivered at required location or Data Center & coordinate with NPCI NOC to extend the reachability.

#### 8.20 Confidentiality

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

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, 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 this Agreement.

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 Agreement, upon written request of the NPCI, the 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.

#### 8.21 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.

#### 8.22 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.

#### 8.23 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.

#### 8.24 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" clause 8.26 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 vendor. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of vendors, NPCI will nominate a service provider 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:
  1. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Storage Devices.
  2. Bidder shall provide adequate documentation thereof.

3. The Bidder shall jointly manage the Storage 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) Warranties:
  1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI. The bidder shall execute any and all such documents as may be necessary in this regard.
  2. The bidder shall return confidential information and will sign off and acknowledge the return of such confidential information.
  3. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
  4. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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 vendors as would be required

#### 8.25 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 five (5) 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.

#### 8.26 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.

#### 8.27 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).

#### 8.28 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 of 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.

#### 8.29 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or 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 be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

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

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

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

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

#### 8.30 Resolution of Disputes

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

NPCI and the 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 the majority of 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.

#### 8.31 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.

#### 8.32 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.

#### 8.33 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.

#### 8.34 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.

#### 8.35 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.

#### 8.36 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.

#### 8.37 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.

#### 8.38 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.

#### 8.39 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)