

NATIONAL PENSION SYSTEM TRUST



REQUEST FOR PROPOSAL
FOR
PAYMENT GATEWAY SERVICE PROVIDER
FOR
NATIONAL PENSION SYSTEM
(2015)

TABLE OF CONTENTS

1	INTRODUCTION	7
1.1	NPS ARCHITECTURE	8
1.1.1	DIAGRAMMATIC REPRESENTATION OF PRESENT NPS ARCHITECTURE	8
1.1.2	PFRDA	8
1.1.3	CRA(s)	8
1.1.4	PENSION FUNDS (PFs)	9
1.1.5	ANNUITY SERVICE PROVIDERS (ASPs).....	9
1.1.6	CUSTODIAN.....	9
1.1.7	NPS TRUST	9
1.1.8	TRUSTEE BANK.....	9
2	QUALIFICATION CRITERIA & SCOPE OF WORK	10
3	RFP PROCESS	14
3.1	CONTENT OF RFP DOCUMENTS	14
3.2	NON REFUNDABLE APPLICATION FEE.....	14
3.3	PRE-BID MEETING	15
3.4	SUBMISSION OF BIDS	15
3.5	STEP 4: VENUE AND DEADLINE FOR SUBMISSION OF PROPOSAL	16
3.6	STEP 5: BID OPENING	16
3.7	STEP 6: LATE BIDS	17
3.8	STEP 7: DISQUALIFICATION CRITERIA	17
3.9	STEP 8: EVALUATION OF BID	17
3.9.1	TECHNICAL EVALUATION AGAINST QUALIFICATION CRITERIA:.....	18
3.9.2	FINANCIAL EVALUATION	18
3.9.3	METHOD FOR EVALUATION L1 BIDDER	18
3.10	STEP 10: NEGOTIATIONS, FINALIZATION AND NOTIFICATION OF AWARD	19
3.11	KEY ACTIVITIES AND DATES	19
4	GENERAL TERMS & CONDITIONS	20
4.1	CONTRACT PERIOD	20
4.2	RIGHT TO ACCEPT / REJECT ANY OR ALL PROPOSALS	20
4.3	SIGNING OF CONTRACT	20
4.4	PERFORMANCE BANK GUARANTEE	20
4.5	FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE RFP	21
4.6	PAYMENT TERMS.....	21
4.7	TERMINATION FOR DEFAULT.....	21
4.8	TERMINATION FOR INSOLVENCY	22

4.9	FORCE MAJEURE.....	22
4.10	GOVERNING LAWS/ JURISDICTION.....	22
4.11	RIGHTS OVER THE WORK PRODUCTS/DELIVERABLES & CONFIDENTIALITY.....	23
5	ANNEXURES.....	24
5.1	ANNEXURE I : REQUEST FOR CLARIFICATION	24
5.2	ANNEXURE II: FORMAT FOR COVERING LETTER.....	25
5.3	ANNEXURE II: FORMAT FOR FINANCIAL BID	27
5.4	ANNEXURE III: PROFILE OF BIDDER.....	29
5.5	ANNEXURE IV: ILLUSTRATION OF ONLINE REGISTRATION PROCESS FLOW	31

GLOSSARY

ASP	Annuity Service Provider
CRA	Central Recordkeeping Agency
EMD	Earnest Money Deposit
GOI	Government of India
NPS	National Pension System
PAO	Pay and Accounts Officer
PBG	Performance Bank Guarantee
PFRDA	Pension Fund Regulatory and Development Authority
PF	Pension Fund
PGSP	Payment Gateway Service Provider
PRA	Permanent Retirement Account
PRAN	Permanent Retirement Account Number
RFP	Request for Proposal
NPS Trust	National Pension System Trust

DISCLAIMER

1. This document is being published in order to enable the applicants to make an offer for providing the payment gateway solution for NPS.
2. This document does not constitute nor should it be interpreted as an offer or invitation for the selection described herein.
3. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information. While this document has been prepared in good faith, neither NPS Trust, nor any of its officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by NPS Trust and any of its officers or subscribers even if any loss or damage is caused by any act or omission on the part of NPS Trust or any of their officers or subscribers, whether negligent or otherwise.
4. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of NPS Trust. NPS Trust and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
5. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
6. NPS Trust makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP Document. NPS Trust may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
7. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves and observe any applicable legal requirement.
8. This document constitutes no form of commitment on the part of NPS Trust.

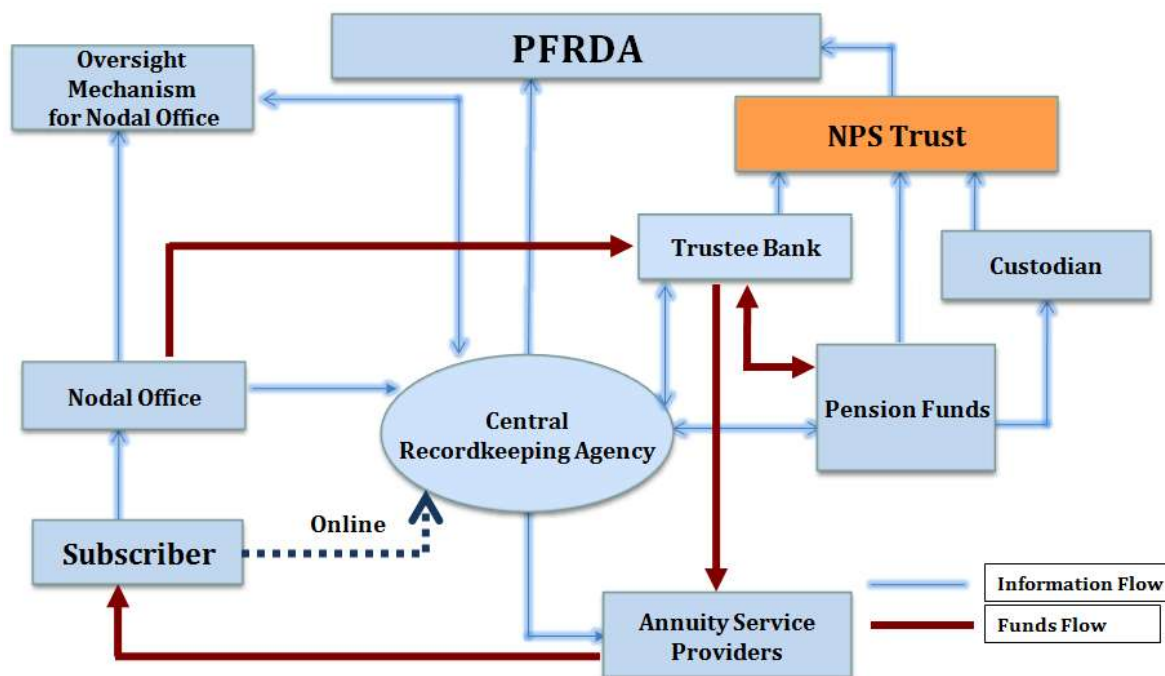
9. Furthermore this document confers neither the right nor an expectation on any party to participate in the proposed appointment of Payment Gateway Service Provider.
10. When any proposal is submitted pursuant to this RFP, it shall be presumed by NPS Trust that the bidder has fully ascertained and ensured about its eligibility to render service as a Payment Gateway Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regimen and that there is no statutory or regulatory prohibition or impediment to acting as such Payment Gateway Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
11. Appointment of Payment Gateway Service Provider shall not create a principal agent relationship between NPS Trust and Payment Gateway Service Provider.

1 INTRODUCTION

- 1.1 The Central Government has introduced the National Pension System (NPS) with effect from 01 January 2004. The NPS is based on a unique individual Permanent Retirement Account Number (PRAN) created for individual subscribers. In this system, a subscriber shall periodically accrete savings into his/her Permanent Retirement Account (PRA) while he/she is working and shall use the accumulations at retirement to procure a pension for the rest of his/her life.
- 1.2 NPS is offered on voluntary basis to all citizens of India under the Unorganized Sector (UoS) Model. To cater the weaker and economically disadvantaged sections of the society with their limited investment potential, PFRDA had launched NPS- Lite with Swavalamban benefit. Recently, Government of India has given mandate to PFRDA to administer “Atal Pension Yojana-(APY)” through Banks.
- 1.3 Pension Fund Regulatory and Development Authority (PFRDA) was initially established as an interim regulator for NPS vide Government of India notification dated 10th October 2003 and subsequently with the passage of the PFRDA Act 2013 and its notification on 1st February 2014, PFRDA has been established as the statutory Authority for regulating and developing the pension sector in India.
- 1.4 The National Pension System Trust (NPS Trust) has been established by PFRDA under the NPS Trust Deed and has been set up and constituted for holding the assets of the subscribers under NPS for their benefit and for taking care of the assets and funds under the National Pension System (NPS) in the interest of the subscribers of the National Pension System (NPS), being the beneficiaries. The powers, functions and duties of NPS Trust are laid down under the PFRDA (National Pension System Trust) Regulations.
- 1.5 The NPS Trust has created and manages the NPS Trust Website www.npstrust.org.in, where subscribers can obtain information about NPS and provides links to various online services being offered under NPS.
- 1.6 The NPS Trust intends to provide an enabling mechanism for facilitating online registration by individuals to NPS and providing an online platform for making contributions to their individual PRAN, opened under National Pension System, by debit to their designated bank account, card account (debit and credit) and other authorised electronic methods of payment by a Subscriber. NPS Trust therefore requires to integrate a unified platform to be hosted on behalf of NPS Trust for enabling Subscribers to make online contributions to their individual pension accounts, opened under National Pension System.
- 1.7 Proposals received in response to this RFP will be evaluated in terms of the conditions laid out herein and the entity which is thus selected will be required to provide Payment Gateway Service Provider for NPS Trust.

1.1 NPS ARCHITECTURE

1.1.1 DIAGRAMMATIC REPRESENTATION OF PRESENT NPS ARCHITECTURE



1.1.2 PFRDA

PFRDA is a statutory Authority for the pension sector and the regulator for NPS. PFRDA is responsible for registration of various intermediaries in the system such as Central Record Keeping Agency (CRAs), Pension Fund (PF), Custodians, NPS Trustee Bank, etc. PFRDA also monitors the performance of the various intermediaries. PFRDA has a significant role to play in safeguarding the interest of subscribers. It regulates the manner in which each intermediary functions under the NPS architecture so as to ensure fair play for subscribers. It also ensures that all stakeholders/intermediaries comply with the PFRDA Act/Guidelines/Regulations/Circulars issued by PFRDA from time to time.

1.1.3 CRA(s)

It is an agency appointed by PFRDA to perform the functions of recordkeeping, accounting, administration and customer service for subscribers to schemes. The recordkeeping, administration and customer service functions for all subscribers of the National Pension System is centralized and performed by the CRA(s). The CRA is responsible for receiving instructions from Nodal Offices/PoP/Aggregators and subscribers etc. through CRA web system, transmitting such instructions to the appointed Trustee Bank and Pension Fund to act accordingly. The CRA(s) monitors subscriber contributions and instructions and transmits information to the Trustee Bank and relevant Pension Fund on a regular basis. The CRA(s) provides periodic, consolidated PRAN statements to each subscriber. The PFRDA (Central Recordkeeping Agency) Regulations, 2015 has been notified by PFRDA.

1.1.4 PENSION FUNDS (PFs)

PFs are intermediaries which have been appointed by PFRDA to undertake the fund management functions under NPS as per the guidelines issued by PFRDA. The appointed PFs manage the retirement savings of subscribers under the NPS. PFs use their secure access codes to confirm receipt of netted assets and instructions regarding fund allocation, confirm allocation of funds and communicate the NAV of each scheme to CRA(s) on a regular basis. The PFRDA (Pension Fund) Regulations 2015 has been notified by PFRDA.

1.1.5 ANNUITY SERVICE PROVIDERS (ASPs)

ASPs are insurance companies registered with IRDA and empanelled by PFRDA for delivering a regular monthly pension to the subscriber on exit from NPS. The ASP on receipt of specified sum along with personal and banking information details of subscriber from CRA(s) on exit from NPS, the ASP would use its access codes to confirm receipt and then would begin payments of annuities to the subscriber. The PFRDA (Exit and Withdrawal) Regulations 2015 has been notified by PFRDA..

1.1.6 CUSTODIAN

The custodian provides depository participant and custodial services to the Pension Fund and ensure that benefits due on the holdings are received; provide detailed information and other reports as required by the Pension Fund; maintain confidentiality of the transactions; and are responsible for any loss or damage to the assets belonging to the NPS Trust due to negligence on its part or on the part of its approved agents. The Custodian shall not assign, transfer, hypothecate, pledge, lend, use or otherwise dispose off any assets or property of the Fund, except pursuant to instruction from the Trustee.

1.1.7 NPS TRUST

NPS Trust holds the NPS assets in its name on behalf of the subscribers. The NPS Trust maintains accounts with the Trustee Bank and Custodian. The NPS Trust is responsible for monitoring the operational and functional activities of all other intermediaries under NPS. The PFRDA (NPS Trust) Regulations has been notified by PFRDA.

1.1.8 TRUSTEE BANK

The NPS Trustee Bank is appointed by PFRDA for providing banking services to the NPS architecture. The Trustee Bank receives funds from various nodal offices/PoP/Aggregators, reconciles the funds received with the subscriber details provided by CRA, transfers funds to PFs and Annuity Service Providers based on instruction given by the CRA. The PFRDA (Trustee Bank) Regulations has been notified by PFRDA.

2 QUALIFICATION CRITERIA & SCOPE OF WORK

QUALIFICATION CRITERIA

The below are the qualification criteria for the Bidders to the RFP and all the criteria, shall be required to be fulfilled by the bidders on the date of submission of bid. The qualification criteria must be fulfilled for being eligible for opening of the commercial bids.

1. The bidder should be a registered company under Companies Act or a scheduled commercial Bank (registered and regulated by the Reserve Bank of India, under the Banking Regulations Act, 1949 (10 of 1949) / any other enactment).
2. The bidder should have an annual turnover (Payment Gateway Services) of Rs. 20 Crores or more in the last successive three Audited Financial years and should be in profits in the last three years.
3. Bidder should be authorized by Reserve Bank of India (RBI) to provide Electronic Payment Aggregation Services as applicable.
4. Bidder should have been providing (Currently running as on date of publishing of the RFP) similar services to at least Fifty (50) large institutions covering government/public sector undertakings out of which a minimum ten (10) should be government organizations/departments.
5. Bidder should be able to provide or already providing the following services:
 - i) Online Payment Gateways services covering acceptance of
 - a) Credit Cards [Visa, Master Card, Amex & Diners]
 - b) Debit Cards [Visa/ Master/ Maestro/ Rupay]
 - c) Internet Banking based debit to banks accounts, covering at least Twenty Five (25) Banks of which a minimum Ten (10) should be Public Sector Banks

Bidder should have valid contracts with all the partners prior to the date of issue of RFP.

6. The bidder should have the applicable globally accepted certification for information security like VeriSign etc
7. The bidder shall hold certification for PCI DSS (Payment Card Industry Data Security Standard) and other mandated certifications during its engagement and shall have relevant certification for information security management.
8. The bidder should not be a joint venture/joint bidding company and should have capabilities and authorizations exclusively associated with providing Online Payment Gateway services and services incidental thereof.
9. The Bidder should have valid PAN, Sales Tax (if applicable) and Service Tax Number.
10. The Bidder should have the ability or possess capabilities to integrate their systems with the online payment platform to be hosted on behalf of NPS Trust at no additional costs. The Bidder should be required to integrate its system with the registered CRA/CRA's system

applications/software who are entrusted with the responsibilities of recordkeeping of subscriber details, transactions processing and reconciliation.

11. Even though the Bidder's meet the above qualifying criteria, they are subject to be disqualified at any stage, in case of following conditions:

- (a) The Bidder has made any false representation in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
- (b) The Bidder has a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.
- (c) The Bidder has been black listed by any Government or its organizations.

An undertaking to this effect (points 1 to 10 mentioned above) is required from the Bidder. If at a later stage it is found that any Bidder has wrongly certified, the bidder shall be liable for action under the Criminal law.

SCOPE OF WORK

The objective of the RFP is to select a service provider who will provide Payment Gateway Services to subscribers of NPS Trust for enabling online payment of subscription by new and existing subscribers under NPS.

Description of services

(a) The Bidder should therefore be able to offer the online payment gateway services on the website hosted on behalf of NPS Trust for enabling new subscribers and existing subscribers to make online payments of contributions towards their PRAN using:-

- (i) Online Net Banking facility
- (ii) Debit Cards
- (iii) Credit cards

(b) Bidder as an aggregator is required to provide the above services to facilitate online payment services and may also be called upon to introduce new modes of online payments in tune with technological advancements. Bidder should directly have tie ups with Banks and Credit Card Payment Gateway (s) for offering the above facilities. In terms of these arrangements the Bidder's role is to maintain tie-ups, create interface with various Banks and manage the entire backend operations of such services. These include entering into agreements with banks /movement of data and reconciliation of such data against payments.

(c) Bidder should be able to integrate with the existing NPS architecture and in particular with the CRA(s) system.

(d) The Bidder shall provide daily MIS as per the requirements of CRA(s) towards identification and reconciliation of funds remitted by new and existing subscribers.

(e) Bidder should transfer the funds collected to the designated bank account of NPS Trust with Trustee Bank, not beyond T +1 day. The desired workflow for the services is broadly described below:-

Process Flow:

- i) The subscriber visits the website of NPS Trust or CRA website for online NPS registration (new) or making contributions to his/her existing PRAN.
- ii) The subscriber is redirected to the secured online portal to be hosted by CRA on behalf of NPS Trust
- iii) The Subscriber accesses the online module in the portal and submits the required information (Aadhaar details or personal details in case of new registration without Aadhaar Card and PRAN in case of existing subscriber) which are captured in the system.
- iv) On successful submission of required data fields on the online module and completion of system based authentications, the subscriber will be able to enter the contribution amount and view his payment amount and then proceed to make the payment.
- v) The subscriber is then guided to the Online Payments page of the payment gateway service provider website where he is presented with option of making a an Online Payment using a Credit Card or a Debit Card or Bank Gateway service/net banking.
- vi) Allowing the subscriber to review the PGSP charges before final submission. The PGSP's transaction charges should be bifurcated from subscription amount and both the figures to be displayed separately.
- vii) The subscribers' account is checked for balance availability and the transaction is either successfully processed or rejected which is displayed on the screen instantly. In case of successful transaction, the subscriber will be able to print an electronic acknowledgement which will contain his payment confirmation number along with the PRAN/CRA Reference No.
- viii) Simultaneously data is transmitted electronically to the CRA intimating the success/failure of the transaction.
- ix) In case of failed transaction, the subscriber will be redirected to the original webpage of the payment gateway service provider thereby allowing the subscriber to try a different card number/payment mode if a transaction is rejected.
- x) The subscription collected from the successful transactions will be pooled by the payment gateway service provider and the funds should be made available to NPS Trust not later than T+1 day (T - being the Transaction day) of the payment by the subscriber, post reconciliation and aggregation, into the designated collection account of NPS Trust maintained with the Trustee bank appointed by PFRDA. In case of delay in transfer of funds beyond the timeliness, the PGCSF will make good the loss to the subscriber in such manner as decided by NPS Trust.

- xi) The Bidder will inform CRA through uploading of data files and reports providing the details of funds transferred to Trustee Bank in the formats specified by CRA (viz Acknowledgement number, respective amounts and other necessary details). Separate report for failed transactions to be provided by the Bidder to the CRA.
- xii) The Bidder shall transfer all successful transaction amounts in gross value of subscriptions/contributions made by the user/subscriber without any netting off or adjusting amounts towards refunds/chargebacks relating to other users/subscribers.
- xiii) Bidder will reconcile the subscription collected against the successful transactions of the Subscribers and provide consolidated payment information to the CRA(s) in the format/frequency desired by CRA (presently NSDL)
- xiv) The successful bidder will be bound to provide payment gateway for all such services at no extra cost to NPS Trust. The successful bidder though would be entitled to charge the NPS subscriber on as per the agreed upon payment quotes.
- xv) After completion of the payment process the subscriber shall be redirected back to the online platform hosted on behalf of NPS Trust with relevant transaction details.
- xvi) Redirection of subscribers from the online platform hosted on behalf of NPS Trust to the PGSP web page over a secure encrypted channel is the main responsibility of the PGSP, and shall be done in two steps:
 - a. Creation of the redirection string
 - b. Redirecting end users to the PGSP and then back to the online platform hosted on behalf of NPS Trust. The payment service must offer SSL (Secure Sockets Layer) for transaction security.
- xvii) Integration between the online platform hosted on behalf of NPS Trust and PGSP will be done by the CRA in consultation with the PGSP. PGSP would provide all necessary supports in the form of API, Certification, Software etc. for the integration and shall also be required to provide data files and reports in the formats specified by the CRA.
- xviii) Generate authenticated receipts as proof of transactions. An automated generated receipt of the payment through e-mail or/and SMS should also be sent to the user/subscriber/payer.
- xix) Providing an active message to the subscriber indicating that the transaction has been either accepted or rejected.
- xx) At all times, making available the option for the subscriber to stop the information gathering and transaction process.
- xxi) Any payment made with a credit or debit card or via a payment Service must first be authorized by the card issuing authority. The Service must afford a secure link between Subscriber and credit card processor to avoid fraudulent transactions. The secure line should also ensure fast and efficient transaction processing.

xxii) The Bidder shall process all chargeback/refund claims of users/subscribers independently and shall be required to submit all the relevant information/claims to CRA.

(f) All guidelines issued from time to time by RBI on internet banking and related security issues including transaction on net banking, Mobile, VISA, Master, Debit Cards etc. shall be mandatorily binding on the PGSP and they are expected to keep themselves updated and compliant.

(g) Bidder should at all times offer its services in compliance of the provisions of the Payment and Settlement Systems, Act 2007 and any rules, regulations or guidelines issued by RBI, as also the provisions of the PFRDA Act, 2013 and the relevant rules and regulations framed thereunder.

(h) Bidder shall also ensure that if there are any grievances of subscribers, arising in relation to the services provided by it, then it shall be redressed, having regard to the provisions of the PFRDA Act, 2013 and the relevant rules and regulations framed thereunder, to the extent so applicable, and Bidder shall comply with such directions or order passed.

The Process Flow for Online Registration is illustrated as Annexure IV

3 RFP PROCESS

The selection process will have the following steps:

3.1 CONTENT OF RFP DOCUMENTS

The RFP document should be read in conjunction with any Addendum/corrigendum issued in accordance with section 3.4.1 (Amendment of RFP documents) of this RFP document and proceedings of Pre-Bid meeting issued in accordance with section 3.2 (Pre- Bid meeting)

The bidder is expected to examine all instructions, forms, terms, requirements and other information in this RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every aspect would be at the bidder's risk and may result in rejection of its proposal.

3.2 NON REFUNDABLE APPLICATION FEE

The bidder shall be required to deposit a nonrefundable application fee of Rs. 10, 000 (Rupees Ten Thousand) in the form of Demand Draft from any Nationalized or scheduled bank favoring NPS Trust and payable at New Delhi along with the bid in a separate sealed envelope.

Bid not accompanied with requisite nonrefundable application fee shall not be entertained and shall be returned to the bidder without being opened

3.3 PRE-BID MEETING

A prospective bidder requiring any clarification on the RFP documents may notify NPS Trust in writing at the address indicated in this RFP. The format for the same is prescribed at **Annexure I (MS Word only)**. The same shall also be mailed to mono.phukon@pfrda.org.in & dgm.npstrust@pfrda.org.in. All queries and clarifications should reach NPS Trust latest by the date and time as specified in the section 3.11 of this RFP.

NPS Trust would provide clarifications to the bidders in the pre-bid meeting only. NPS Trust would prepare and send responses to the queries and clarifications by the bidders in a consolidated manner. NPS Trust will not entertain or respond to bidders' queries and clarifications after pre-bid meeting.

The bidders' authorized representatives are invited to attend the Pre-bid meeting at their own cost, which would take place at the venue mentioned below and time as stipulated in this RFP. The maximum number of authorized representatives for each bidder shall not be more than two.

Venue:

NPS Trust

1st Floor, ICADR Building, Plot No. -6, Vasant Kunj Institutional Area, Phase-II

New Delhi-110070

3.4 SUBMISSION OF BIDS

The bidders shall respond to the RFP and send the required bids to NPS Trust as detailed in the Annexure II & III. The bidder shall submit a sealed cover consisting of two (2) hard copies of all the bid documents and a softcopy on CD-ROM. The name of the project, the bidder's name and address, and the name of the primary and secondary contact person should be provided on the right hand side of the main sealed proposal. There should be an index at the beginning of the proposal detailing the summary of all information contained in the proposal and all the pages of the proposal should be serially numbered. The currency of the proposal and payments shall be in Indian Rupees only. NPS Trust will not accept delivery of proposal by fax or email. Proposals received in such manner shall be treated as defective/invalid and rejected. All proposals and correspondence and documents shall be written in English language only. All proposals and accompanying documents received within the stipulated time will become the property of NPS Trust and will not be returned. The hard copy version will be considered as the official proposal.

Copies of the bids (both in Original and Duplicate) must consist of the following:

- a. Envelope I: Nonrefundable application fee in sealed cover super scribing on the right hand side top of the cover as "Envelope 1: Nonrefundable application fee"
- b. Envelope II: Technical Proposal, including a softcopy on CD-ROM: In a sealed cover super scribing on the right hand side top of the cover as "Technical Proposal"
- c. Envelope III: Commercial Proposal, in a sealed cover super scribing on the right hand side top of the cover as "Commercial Proposal"

All the above three envelopes must be enclosed in a main envelope and the details should be mentioned on it as written above.

3.4.1 At any time prior to the deadline for submission of proposal, NPS Trust may modify for any reason deemed necessary, the RFP by amendment notified in writing or by fax or email to all the bidders and such amendments shall be binding on them.

3.5 STEP 4: VENUE AND DEADLINE FOR SUBMISSION OF PROPOSAL.

Proposals should reach NPS Trust at the following address not beyond the time limit as specified in section 3.11:

**Dy. General Manager
NPS Trust
1st Floor, ICADR Building, Plot No.6
Vasant Kunj Institutional Area, Phase-II
New Delhi-110070**

In case the proposal is submitted by hand, bidders' representative(s) shall sign a register evidencing their attendance.

3.6 STEP 5: BID OPENING

Total transparency will be observed while opening of proposals. Sealed envelopes of the bids will be opened at the date and time as prescribed in section 3.11 of this RFP in the presence of authorized representatives of the bidders' who wish to attend the event. The maximum number of authorized representatives for each bidder will not be more than two. The bidder's representative(s) shall sign a register evidencing their attendance. NPS Trust reserves the right at all times to postpone or cancel a scheduled RFP opening. The venue for the opening of proposals is as mentioned in the Section 3.2 of this RFP.

If any document is not in the specified format, NPS Trust, at its option, may seek a fresh submission of this document. Bidder is allowed to withdraw his bid documents till deadline for submission of proposals. Once the bid documents are submitted, modifications and substitutions in the bid documents shall not be allowed. The proposals shall be valid for a period of four (4) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, NPS Trust may solicit the bidder's consent for an extension of the validity period. The request and responses shall be made in writing.

Commercial bids of the technically qualified proposals (Refer section 3.9) will be opened and only the representatives of the bidders, who have been declared as technically qualified, will be allowed to attend the opening of commercial bids.

3.7 STEP 6: LATE BIDS

Any proposal received by NPS Trust after the deadline for submission of proposal prescribed in section 3.11 of this RFP shall be summarily rejected and return unopened to the bidder.

3.8 STEP 7: DISQUALIFICATION CRITERIA

NPS Trust may at its sole discretion, disqualify any bidder, if the bidder has-

- a) Submitted the proposal in consortium with other firms
- b) Made misleading or false representation in the forms of statements and attachments submitted in proof of the eligibility requirements.
- c) Submitted a proposal that is not accompanied by required documents.
- d) Failed to provide clarifications as needed by NPS Trust.
- e) If the application is not complete in any or all respects and does not conform to the requirements specified in the RFP or any other selection criteria specified.
- f) If the application is unaccompanied by the specified application fee or with relevant documents in support or the applicant fails to furnish such additional information as required by NPS Trust;
- g) If the application contains or information provided by the Bidder is incorrect, false or misleading information.
- h) Incomplete Financial Bid.
- i) Bids which do not conform to Bid's Commercial Bid format.
- j) Bids where prices are not firm during the entire duration of the contract and / or with any qualifications.
- k) The price quoted by the Bidder is not inclusive of all local taxes, income tax, insurance, bank charges, payment channel charges etc. but exclusive of service taxes.
- l) Bids received through Fax/E-Mail.
- m) Bids which do not conform to unconditional validity of the Bid as prescribed in the Bid.
- n) Bids not submitted in Two Bid systems in two separate envelopes as prescribed in the Bid.
- o) Bid received by NPS Trust after the last date for receipt of Bids prescribed.
- p) Bids without power of authorization or any other document consisting of adequate proof of the Signatory's Authority.

3.9 STEP 8: EVALUATION OF BID

The bidders will be evaluated on two parts by an evaluation cum selection committee. The first part would be evaluation towards fulfillment of eligibility criteria and technical

evaluation. Second part would be a commercial/ financial evaluation. The details of evaluation have been explained below.

3.9.1 TECHNICAL EVALUATION AGAINST QUALIFICATION CRITERIA:

The first stage of evaluation would involve examination of the bid documents by evaluation cum selection committee of each of the bidders against the qualification criteria set out and assignment of scores based on the technical skill base, experience and financial capacity and other bidder attributes which are consistent with the needs of this project. These conditions have been listed down under the section “Qualification Criteria” of this RFP. NPS Trust may ask bidder(s) for additional information, presentation on project implementation to the evaluation cum selection committee, visit to bidder’s site and/or arrange discussions with their professional, technical faculty to verify claims made in bid documentation.

The bidders are expected to respond/provide the information/clarifications within the stipulated time. The failure to provide the information may lead to disqualification of the bidder.

Please note that the technical proposal must NOT contain any pricing information.

3.9.2 FINANCIAL EVALUATION

The financial bids will be opened for only those bidders who are declared technically qualified by the evaluation cum selection committee. The financial evaluation will take into account the information supplied by the Bidders in the financial proposal, and the same shall be evaluated in accordance with the evaluation criteria specified in this RFP. The financial evaluation would be based on L1 as described in this RFP i.e. the bidder with the least financial quote shall be eligible for award of contract.

Please note that the financial bid should not be conditional and no technical information should be provided along with the financial proposal.

Note:

A substantially responsive Bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposals without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the Deliverables, or which limits in any substantial way, inconsistent with the Request for Proposals, department’s rights or the Bidder's obligations for, performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

3.9.3 METHOD FOR EVALUATION L1 BIDDER

The methodology used for evaluating bidders (who qualify in technical proposal) based on the rates quoted by them in their financial bid shall be as follows, which is final and binding to all bidders. NPS Trust shall not entertain any queries on its evaluation methodology for L1 bidder.

The formula which will be used for arriving at the L1 rates from among the various bids would be as here under:

$$A + B + C = X$$

Where:-

A is the rate in percentage quoted for Credit cards

B is the rate in percentage quoted for Debit Card

C is the flat rate quoted for Internet Banking in Rs. per transaction.

The bidder for which X is lowest shall be deemed as the L1 bidder.

Note- In case of a tie, the bidder with maximum no. of bank partner's s will be considered as L1 bidder. In case, if there is a Tie yet also, then the Bidder who has quoted lower for the 'C' rate i.e. rate for Internet Banking (flat rate) would be declared the L1 Bidder. However the L1 rates as arrived after evaluation of the financial bid as per procedure outlined above need not be accepted by NPS Trust outright.

3.10 STEP 10: NEGOTIATIONS, FINALIZATION AND NOTIFICATION OF AWARD

The evaluation cum selection committee shall reserve the right to negotiate with the bidder whose proposal has been ranked L1. If NPS Trust is unable to finalize a service agreement with the bidder ranked L1, NPS Trust may proceed to the next ranked bidder (L2), and so on until a contract is awarded. NPS Trust reserves the right to present a contract to the bidder selected for negotiations. Contract will be awarded to the bidder whose proposal conforms to the RFP and is, in the opinion of NPS Trust, the most advantageous and provides the best value to the project and other technical factors considered. NPS Trust reserves the right to call for a re-bid if, in its opinion, the bids received are not reasonable. Evaluation will be based on the proposals and any additional information requested by NPS Trust. Prior to expiry of the validity period, NPS Trust shall notify the successful bidder in writing that its proposal has been accepted.

3.11 KEY ACTIVITIES AND DATES

The expected schedule of key activities for the purpose of this RFP is outlined below:

S. No.	Key Activities	Date
1.	Issuance of Request For Proposal (RFP)	10 th July, 2015
2.	Last date for receiving queries on RFP	By 14:00 hrs on 17 th July, 2015
3.	Pre- Bid meeting	11:00 hrs on 27 th July, 2015
4.	Last date for submitting Proposals	By 14:00 hrs on 4 th Aug, 2015
5.	Opening of the Technical Bids	By 16:30 hrs on 4 th Aug, 2015
7.	Opening of the Commercial Bids	On 12 th August, 2015
8.	Issuance of Letter of Intent to selected bidder	After approval of the competent authority

* NPS Trust reserves the right to change any date/time mentioned in the schedule above under intimation to the relevant parties concerned.

4 GENERAL TERMS & CONDITIONS

4.1 CONTRACT PERIOD

The contract shall remain in force for a period of 3 years from the date of issue of work order and is extendable for another 2 years. However, further extension of this contract may be done on mutually agreed terms & conditions.

4.2 RIGHT TO ACCEPT / REJECT ANY OR ALL PROPOSALS

NPS Trust reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without being under any obligation to assign any reasons and without thereby incurring any financial or other liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NPS Trust's action

4.3 SIGNING OF CONTRACT

After the NPS Trust notifies the successful bidder that its proposal has been accepted the successful Bidder shall be required to furnish the required Performance Bank Guarantee and enter into an agreement with NPS Trust within 15 (fifteen) days from the date of receipt of notification of award of the work, upon the terms and conditions mentioned therein and based on RFP.

It shall be within the powers of NPS Trust to appoint such other and further PGSP, as may be deemed necessary by it in the subscriber's interest, notwithstanding the selection of PGSP under this selection process.

4.4 PERFORMANCE BANK GUARANTEE

- i. The value of Performance Bank Guarantee to be equal to INR 1, 00,000/- (Rupees One Lac Only).
- ii. The successful bidder shall at his own expense deposit with NPS Trust, within fifteen (15) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank acceptable to NPS Trust, payable on demand, for the due performance and fulfilment of the contract by the bidder. The Bid security amount would be returned to the successful bidder on receipt of Performance Guarantee.
- iii. All charges and expenses whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- iv. In the event of the bidder being unable to service the contract for whatever reason, NPS Trust shall be entitled to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NPS Trust under the contract, the proceeds of the PBG shall be payable to NPS Trust as compensation for the bidder's failure to perform/comply with its obligations under the contract. NPS Trust shall notify the

bidder in writing of the exercise of its right to receive such amount within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

- v. Before invoking the PBG, the bidder may be given an opportunity to represent before NPS Trust. The decision of NPS Trust on the representation given by the bidder shall be final and binding.
- vi. Where the contract is renewed/ extended by NPS Trust as the case may be the bidder shall submit a fresh/extended PBG to the satisfaction of the NPS Trust.
- vii. NPS Trust shall be entitled to effect recoveries from the Performance Bank Guarantee submitted by PGSP on account of inadvertence, error, collusion, misconstruction or misstatement on the part of PGSP.

4.5 FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the contract shall constitute sufficient grounds for the annulment of the award, in which event NPS Trust may award the contract to the next best value bidder or call for new proposals or invoke the PBG

4.6 PAYMENT TERMS

The fee paid by the user/subscriber towards the service offered towards payment gateway shall be collected by the bidder directly from the subscriber/user of the payment gateway system at the time of transaction. The service fee per transaction would be capped to fee amount. i.e., the successful bidder shall charge the user of the payment gateway an amount equal to the financial quote except service tax at actual as applicable at the time of transaction. Such fee shall remain fixed during the period of the contract. Also no extra transaction / service / convenience fees shall be levied on the consumer either by the PGSP or the by any bank.

Any fluctuation in prices due to inflation, sectorial regulations, memberships, licensing, taxes, other than service tax will be borne by the bidder and not be passed on to the subscriber/user or NPS Trust.

4.7 TERMINATION FOR DEFAULT

Default is said to have occurred:

- i. If the selected Bidder fails to deliver any or all contracted services as per service standards specified in the Contract/RFP.
- ii. If the selected Bidder fails to perform any other obligation(s) under the Contract/RFP.

- iii. If the selected Bidder in the judgment of the NPS Trust has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NPS Trust (or takes longer period in spite of what NPS Trust may authorize in writing), NPS Trust may terminate the contract / work order in whole or in part. In addition to above, NPS Trust may at its discretion also take the subsequent actions.
- v. In the event NPS Trust terminates the Contract in whole or in part, NPS Trust may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to NPS Trust for any excess costs for such similar services. However, the Bidder shall continue performance of the Contract to the extent not terminated. Alternately, NPS Trust would be free to fully take over the assets and operations earlier being undertaken by the Bidder on mutually agreed terms, without prejudice to any other action as contemplated in the Contract.

4.8 TERMINATION FOR INSOLVENCY

NPS Trust may at any time terminate the contract by giving 30 days written notice to the selected Bidder if the later becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NPS Trust.

4.9 FORCE MAJEURE

- i. The successful Bidder shall not be liable for forfeiture of its Performance Guarantee, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful Bidder and not involving the successful Bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of wars or revolutions, fires, floods, epidemics, quarantine restrictions.
- iii. If a Force Majeure situation arises, the successful Bidder shall promptly notify the NPS Trust in writing of such condition and the cause thereof. Unless otherwise directed by the NPS Trust in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.10 GOVERNING LAWS/ JURISDICTION

- i. Any matter relating to the appointment of the PGSP under this RFP or the procedure for the appointment shall be governed by the Laws of Union of India. Only Courts at New

Delhi (with exclusion of all other Courts) shall have the exclusive jurisdiction to decide or adjudicate on any matter or dispute which may arise in connection with this RFP process.

4.11 RIGHTS OVER THE WORK PRODUCTS/DELIVERABLES & CONFIDENTIALITY

- i. The ownership including intellectual property rights over all work products/deliverables and other intermediate documents and communication between the PGSP and NPST in relation to the work undertaken by PGSP in respect of terms of this RFP shall vest with NPST. Further all documents submitted by the bidder along with bid and during the presentation shall be the exclusive property of NPS Trust which shall not be returned back to the bidder. The PGSP shall not disclose/part with any information acquired during the course of its working to any third party and shall maintain strict confidentiality with respect to such information, as may be specified in the contract with NPS Trust, failing which it shall be held liable.

5 ANNEXURES

5.1 ANNEXURE I : REQUEST FOR CLARIFICATION

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request	Address of organization including phone, fax, email points of contact
			Tel: Fax: E-mail:
S. No.	Bidding Document Reference (Number/page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			

5.2 ANNEXURE II: FORMAT FOR COVERING LETTER

To

The Dy. General Manager
NPS Trust
1st Floor, ICADR Building, Plot No. -6
Vasant Kunj Institutional Area, Phase-II
New Delhi-110070

Ref: Request for Proposal for appointment of Online Payment Gateway Service provider for NPS Trust

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP. To meet such requirements and provide such services as required are set out in the RFP.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan. If our proposal is accepted, we will obtain a performance security, acceptable to NPS Trust, for a sum of INR 1, 00,000/- (Rupees One Lac Only) for the due performance of the contract.

We agree to unconditional acceptance of all the terms and conditions set out in the RFP documents. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the NPS Trust is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead NPS Trust as to any material fact. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this documents, which may be required in this connection.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

We agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2015

(Signature)

(In the capacity of)

REQUEST FOR PROPOSAL

Duly authorized to sign the RFP Response for and behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORIZED SIGNATORIES

I, certify that I am... (Designation)... of the...(Name of the organization)... and that...Mr. /Ms (xyz)...who signed the above bid is authorized to bind the corporation by authoring of its governing body.

(Designation)

Date

(Seal here)

5.3 ANNEXURE II: FORMAT FOR FINANCIAL BID

To

The Dy. General Manager
NPS Trust
1st Floor, ICADR Building, Plot No. -6
Vasant Kunj Institutional Area, Phase-II
New Delhi-110070

Ref: Request for Proposal for appointment of Online Payment Gateway Service provider for NPS Trust - Financial Bid

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the said Project and to meet such requirements and provide such services as are set out in the Bid Document.

The detailed breakup of our Financial Proposal is shown below:

Sl. No	Mode of Payment	Method for quotation rate per transaction	Charges per transaction	Charges (in words)
1.	Credit cards	Percentage of transaction value		
2.	Debit cards	Percentage of transaction value		
3.	Internet Banking	Flat rate in INR		

Note -

1. The rates quoted above are firm.
2. The transaction charges quoted above include our fees towards providing the online payment service to NPS Trust (Complete jurisdiction of NPS Trust). This transaction charge is inclusive of all local taxes, income tax, insurance, bank charges, payment channel charges etc. but exclusive of service taxes which shall be paid by the user extra at actual during the time of making payment/transaction. Except quoted as above and service tax at actual, NO other charges whatsoever shall be levied from subscriber/users of NPS Trust.

3. ONLY and under any circumstances NPS Trust will NOT be responsible for making any payment to us towards transaction charges or any other charges related to online payment service.

We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

We further understand that the finalized prices will be frozen for a period of 3 (three) years from the date of entrustment of assignment

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection

Dated:

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and address of Bidding Company) (Seal/Stamp of Bidder)

5.4 ANNEXURE III: PROFILE OF BIDDER

On the letter head of the Bidder and addressed to NPS Trust.

1		Name of Company	
2		Year of incorporation	
3	A	Registered office	
		Telegraphic Address	
		Office Telephone Number	
		Fax Number	
	B	Contact Person	
		Name	
		Personal Telephone Number	
		Email Address	
4	A	Local Contact at New Delhi	
		Name	
		Personal Telephone Number	
		Email Address	
6		Registration Details	
		Permanent Account Number	
		Service Tax Registration Number	
7		Banker's Name, Address and Account Number	

Details of Qualification Criteria

S. No	Particulars			
A	Year of incorporation (attached copy of certificate of incorporation and commencement of Business)			
B	Financials for the last 3 years			
	Particulars	FY 2014-15	FY 2013-14	FY 2012-13
	Annual Turnover			
	Net Profit			
C	Authorization from RBI for offering payment gateway services: Provide the copy for the same.			
D	Entities Serviced (agreements in force)			
	Particulars	Government	PSUs	Others
	No of Entities			

REQUEST FOR PROPOSAL

S. No	Particulars
	Details of Entities to be provided in annexure giving particulars of service provided, date of appointment and date of expiry of engagement.
E	Tie up with Banks – Total number of tie ups and number of PSU banks (Details of Banks to be provided in annexure giving particulars of tie up, date of agreement and date of expiry of agreement) Proof of the same.
F	Details of certificates held for Information security/Information security management
G	PAN/TAN/Service Tax/Sales Tax Numbers
H	Brief write-up (not exceeding two pages) describing the integration with NPS architecture towards implementation of the project.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection

Dated:

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and address of Bidding Company) (Seal/Stamp of Bidder)

5.5 ANNEXURE IV: ILLUSTRATION OF ONLINE REGISTRATION PROCESS FLOW

