



*REQUEST FOR PROPOSAL  
FOR EMPANELMENT OF DIGITAL MARKETING AGENCY FOR NPCI*

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RFP Reference Number: NPCI/RFP/2018-19/MK/13

National Payments Corporation of India,  
301, 3rd Floor, Raheja Titanium  
Off Western Express Highway,  
Goregaon(E), Mumbai -400063  
Website: [www.npci.org.in](http://www.npci.org.in)

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This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the bidder(s) / applicants who are qualified to submit the Bids ("**Bidder(s)**"). The purpose of this RFP document is to provide Bidder(s)/applicant(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder(s) may require. Each Bidder(s) 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.

**Important detail about RFP**

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

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

BG	Performance Bank Guarantee
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
NPCI	National Payments Corporation of India
RFP	Request for Proposal in Context
PBG	Performance Performance Bank Guarantee
SLA	Service Level Agreement
VOC	Voice of Customer
Agency	All Bidders who successfully meet the eligibility criteria and move to technical round

**Section 1 – BID Schedule and Address**

S.No.	Description	
1	Name of Project	RFP FOR EMPANELMENT OF DIGITAL MARKETING AGENCY FOR NPCI
2	Tender Reference Number	NPCI/RFP/2018-19/MK/13
3	Date of release of Bidding Document	Date: 21/02/2019
4	Last date of submission of Pre Bid queries	Date: 28/02/2019
5	Date of Pre-Bid Meeting	Date: 07/03/2019 (2 PM)
6	Last date and time for Submission Bids	Date: 15/03/2019 (5 PM)
7	Place of Bid Submission and opening of Bids	<b>National Payments Corporation of India,</b> Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai - 400063 Phone- 022 40508500
8	Name and Address for communication	<b>ALFIE SALDANHA</b> National Payments Corporation of India Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon east, Mumbai - 400063 Phone- 022 40508500  <b>RIZWAN BURJI</b> National Payments Corporation of India Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon east, Mumbai - 400063 Phone- 022 40508500
9	Bid Related Queries	<b>ALFIE SALDANHA</b> Mobile: +91-8291088710 Email: <a href="mailto:alfie.saldanha@npci.org.in">alfie.saldanha@npci.org.in</a>  <b>RIZWAN BURJI</b> Mobile: +91-8291170174 Email: <a href="mailto:rizwan.burji@npci.org.in">rizwan.burji@npci.org.in</a>
10	Bid cost	Rs. 5,000 plus applicable GST @18%
11	EMD/Bid Security	Rs. 5,00,000 (Rupees Five Lakhs Only)

*Note: 1. Bids will be opened in the presence of the bidders' representatives who choose to attend.*

2. Bid Cost: DD shall be made in favor of “National Payments Corporation of India” for an amount ₹5,900 inclusive of taxes (Non-Refundable) payable at Mumbai.

## Section 2 – Introduction

### About NPCI

National Payments Corporation of India (NPCI), an umbrella organisation for operating retail payments and settlement systems in India, is an initiative of Reserve Bank of India (RBI) and Indian Banks’ Association (IBA) under the provisions of the Payment and Settlement Systems Act, 2007, for creating a robust Payment & Settlement Infrastructure in India.

Considering the utility nature of the objects of NPCI, it has been incorporated as a “Not for Profit” Company under the provisions of Section 25 of Companies Act 1956 (now Section 8 of Companies Act 2013), with an intention to provide infrastructure to the entire Banking system in India for physical as well as electronic payment and settlement systems. The Company is focused on bringing innovations in the retail payment systems through the use of technology for achieving greater efficiency in operations and widening the reach of payment systems.

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 our core values: Passion for Excellence, Integrity, Customer Centricity, Respect, Collaboration, Innovation, Speed & Agility and Security.

### Objective of this RFP

This bid is being issued for onboarding digital marketing agency having the requisite competency to manage the digital, social and web properties of NPCI and all existing products and future products as per business demand. The digital marketing agency will work with NPCI for the scope of work detailed in Section 3

### Cost of RFP

The Bidder shall bear all costs associated with the preparation and submission of its bid and NPCI will, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The Bidders shall submit the bids at NPCI’s office on at Unit No. 301, 3rd Floor, Raheja Titanium, Off Western Express Highway, Goregaon (East), Mumbai – 400063 along with non-refundable amount **of ₹ 5,900 (INR Five Thousand Nine Hundred and only)**, 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 along with Envelope A. This RFP document is nontransferable and cost of RFP document is non-refundable.

### 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. 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. NPCI is not bound to disclose the grounds for rejection of Bid. The decision of the NPCI regarding the final declaration of the successful Bidder shall be final. 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 through Pre-Bid queries.

### Ownership of RFP

The content of this RFP is an exclusive property of National Payments Corporation of India. No part or material of this RFP document should be published on paper or electronic media without the prior written permission from NPCI.

## Section 3 – Scope of Work

### Digital Strategy - Scope of Work

- The agency to define, plan and execute – digital strategy for every product of NPCI
- **Product strategy : All NPCI products – Existing List available on the website and future products as per business demands**
  - **Examples of product specific digital strategies for (Only for reference – not exhaustive)**
    - RuPay (B2C)
      - to drive card issuance (Credit/Debit)
      - to drive redemptions for offers on RuPay
      - to build preference/loyalty for RuPay Cards
      - to integrate with other 3<sup>rd</sup> parties
    - UPI (B2B)
      - to increase installations
      - to drive transactions on UPI through redemptions and use cases
      -
    - NETC (B2C)
      - to drive awareness
      - to increase issuances of NETC Fast Tags
      - to create awareness of many used cases of Fast Tags
    - BHARAT BILLPAY (B2B and B2C)
      - to drive awareness of the Bharat BillPay channel
      - to activate offline aggregators by means of awareness.
    - NACH (B2B)
      - to drive awareness and benefits of the product in the B2B segment
      - to generate leads and enable merchants with NACH
    - BHIM (B2C)
      - To drive downloads of the BHIM app
      - To drive multiple used cases of the app
      - to be drive awareness about helpline and cashback scheme details with customers
  - **Media Strategy – Deliver the Digital Strategy for each product through the media agencies**
    - The agency will do the following (indicative scope of work)
      - Create briefs for digital media agencies basis the business issues or opportunities identified for NPCI products



- Evaluate Media Plans to meet the set objectives and analyse performance on the media campaigns
- Recommend and share media innovations cases with NPCI and also help leverage the medium by ensuring the briefs for monthly campaigns are maintained and NPCI and its brands have a budget efficient plan throughout the year.
- **Innovations**
  - **Drive the innovation agenda for each product – every quarter one for every product**
    - Agency will need to come up with innovative ideas to drive the objectives on a month on month basis. This will ensure that there is a constant conversation/engagement with the target audience and will help drive the numbers for NPCI.
- **Learning**
  - Conduct Workshops with Facebook, LinkedIn, Google and Digital Channels to understand mediums and effectively use them to meet brand goals
  - Sharing Industry level trends and Reports with NPCI to be in line with developments and to evolve with the Digital Transformation in the Industry
- **Review**
  - Competitive Analysis reports to be shared on a Weekly/Monthly basis.
  - Weekly Operations reviews with the NPCI team
  - Review all plans and spends every quarter and suggest way forward for the next quarter
    - Setting metrics which sync with business goals and
    - tracking progress of performance of strategy/campaigns against the metrics defined.
    - Suggesting way forward / next steps / changes to the strategy
- **Other agencies**
  - Sync up and work with current brand, media, research, analytics, CRM and Chatbot agencies or processes
- **Leverage and support Bank Marketing channel**
  - Customize creatives, plans and campaigns to the bank marketing channels

## Social Media - Scope of Work:

### 1. Purpose

The purpose of digital marketing for NPCI is to build a brand and increase its brand's visibility for its products, through building relationships with merchants, banks and financial institutions, and communicating with existing and potential customers in the online space.

### 2. Audience Segmentation

- All major commercial, cooperative, public and private sector banks and payments systems
- Merchants offering deals, cashbacks, and offers through one or more of NPCI's products and services
- Customers both existing and new

### 3. Objective

- Heighten brand awareness
- Increase social community size
- Accurately target audiences
- Strengthen engagement strategies for increased brand loyalty
- Increase customer satisfaction and positive brand perception
- Convert social followers into qualified leads and new business

#### 4. Scope of Work:

1. Understand the content requirement of NPCI and create monthly content calendar for which standard requirements/templates for all platforms will be shared by NPCI.
2. Basis the understanding and brief, develop a monthly content calendar and content basket that would include, but not limited to, the following:
  - Blogs
  - Videos (AJ+ format recommended)
  - Social Media creatives
  - Gifs
  - Infographics
  - Listicles
  - Photo stories/blogs
  - Illustrations
  - Emailers
  - Web Banners
  - ATM screens
  - Polls
  - Contests for consumer engagement and education
  - Influencer tie ups
  - Branded content
  - Tactical Campaigns capitalizing on festivals and topical days
  - Consumer speak/ success stories
3. Assist NPCI in the regular campaigns that the organization runs for the different products.
4. Provide support in Hindi, English and any other regional languages as per the requirements of NPCI from time to time. Have local language experts proficient in regional languages and dialects.
5. Apart from standard campaign creatives, provide images/vectors required for designing creative.
6. Meet all the creative requirements of NPCI as and when required.
7. Test different styles of content, which are not limited to traditional digital options.
8. Take initiative and advise NPCI on relevant content options and how engaging it would be. As trying different & relevant content types would also help increase engagement and reach.
9. Monitor the content and share weekly analytics of the content. Parameters like but not limited to Impressions, reach, likes and retweets are some which will be used to judge the efficiency of a content piece.

#### Others:

- The team of the agency responsible for website management/ maintenance must be available at NPCI, Mumbai office on a short notice for support services whenever required.
- Resource requirements:
  - Account leads & Social Media Managers
  - Planners/Strategists
  - Copy writers
  - Art visualizers/designers
  - Bulk creative developers
- The on boarding shall be initially for a term of 3 years from the date of on boarding with a requisite of an extension every year

- NPCI will reserve the right to extend the same on yearly basis, upto three (3) additional years, with the same terms and conditions and price based on the periodic reviews to assess the performance during the specified duration of empanelment.
- The agency should have all the necessary required permissions/ license/ clearance from the concerned authorities with regard to release of any publicity material.

### Deliverables

- Complete scope of work defined for the week in the content calendar and content basket
- Specific line items and quantities as mentioned and agreed in the scope of work
- Content delivery in the set timelines decided by NPCI
- Quantitative improvement in the monthly targets set by NPCI
- Strategies for the Current Social Platforms to be managed\*:
  - Facebook
    - [NPCI](#)
    - [BHIM](#)
    - [RuPay](#)
    - [IMPS](#)
    - [BHARAT BILLPAY](#)
  - Twitter
    - [NPCI](#)
    - [BHIM](#)
    - [RuPay](#)
    - [IMPS](#)
    - **BHARAT BILLPAY**
  - Instagram
    - [RuPay](#)
    - [BHIM](#)
    - [Bharat BillPay](#)
  - YouTube (1 channel)
    - [NPCI](#)
    - [Bharat BillPay](#)
  - LinkedIn (2 channels)
    - [NPCI](#)
    - [BHARAT BILLPAY](#)
  - [WhatsApp Business & Broadcast](#)
    - NPCI (2 channels)
      - Internal employees
      - External Customers
    - RuPay
    - BHIM UPI
    - Bharat BillPay
    - NETC
- Platform wise KPIs – Will need an organic increase by 10%-20% month on month on the below metrics
  - Facebook, Twitter, Instagram – Reach, Engagement Rate (Likes, Comments, Shares) , Fan/follower base
  - YouTube – Subscribers, Video Views
  - LinkedIn – Engagement and Follower base

- Platform Monitoring Analysis
- **Facebook**
  - Daily Engagement tracking
  - Classification of Posts
  - Analysis of Content
  - Performance of Posts
  - Campaign Tracking
  - Platform Performance
    - Organic /Paid Reach
    - Likes
    - Organic /Paid Fan Growth
    - Organic/ Paid Impressions
    - Demographics
    - Audience quality
    - Clicks
    - Interactions
    - Engagement
- **Twitter**
  - Daily Engagement tracking
  - Performance of Tweets
  - Analysis of Content
  - Campaign Tracking
  - Contest Analysis
  - Hashtag Performance
  - Influencer Engagement
  - Platform Performance
    - Followers
    - Follower Growth
    - Retweets
    - Favorites
    - Engagement
- **YouTube**
  - Video Performance
  - Engagement
  - Demographics
  - Audience Break up
  - Average Video Duration
  - Estimated minutes watched
- **LinkedIn**
  - Daily Engagement tracking
  - Performance of Posts
  - Analysis of Content
  - Campaign Tracking
  - Platform Performance
    - Followers
    - Follower Growth
    - Likes
    - Comments
    - Shares
    - Engagement
- **Instagram**

- Daily Engagement tracking
- Performance of Posts
- Analysis of Content
- Campaign Tracking
- Platform Performance
  - Followers
  - Follower Growth
  - Likes
  - Comments
  - Engagement

### Hygiene Deliverables

No	Activity	Qty (per month)**
1	Blogs	4 (1 per week)
2	Video	4 per month – 0.45 seconds – 1 minute
3	Infographics	4 ( 1 per fortnight)
4	Listicles	4 (1 per week)
5	Emailers	50
6	HTML	15
7	Designs Development & Creatives for Landing Page	10
8	Comic Strip	1 per week
9	Social Media Creative (Content Calendar)	300 social media creatives
10	Gifs	4 (1 per week)
11	Illustrations	4 (1 per week)
12	Social media campaigns / Contests/engagement exercises	4 (1 per week)
13	Managing Social media channels	Daily tasks
14	Events coverage	2 events per month
15	Report Manage & Monitor SM	Weekly Monitoring Report & Monthly Report
16	Bank Adapts	Resizing of master creatives for Banking collaterals such as emailers, social posts, web banners, ATM screens, posters, etc

\* Creation of new social pages depends on new product launches and the need to create new pages due to business demands

\*\* Note – Activities stated are subjective basis peak campaign period and may vary depending on requirements

## Website Scope of Work

### Overall Scope

- Overall project management and responsibility for delivering the requirements including: project kick-off, identifying overall project deliverables, ensuring milestones and key activities are progressing. Rigorous follow ups and updates to be shared to ensure
- Programming of the website and the microsite in accordance with accepted industry best practice.
- Consistent look and feel, highly usable and compliant with accessibility requirements.
- Managing overall content in an efficient, consistent and accurate manner. Ensuring no typos or incorrect information gets placed on the website with adequate approvals and quality checks at every phase of site updates.
- The website should be responsive across all touch points-mobile, web, laptop, tabs, ipads, mac books, imacs etc.
- The Intellectual Property (IP) for all developed components of the Website and microsite will be the property of NPCI. All data/records will remain the property of NPCI and in case NPCI opts to migrate to a new solution, Agency has to ensure availability of relevant tools to the administrators to extract data for migration to the new system.
- Arrangement to conduct periodic risk management analysis at least once in a year.
- The websites would also be periodically audited by NPCIs appointed security auditors. The audit scope can include flow of information, the accuracy of the content, traffic analysis, page titles, URLs etc.
- Website should be compatible and support natively IPv6 and IPv4 .IPv6.
- All the vulnerabilities un-earthed by the security auditors have to be fixed/ rectified without any cost to NPCI with quick turnaround times. (Within 7-14 days of observations being shared with the Development team.)
- All the licenses required for any Software to meet the tender document requirements have to be procured in name of NPCI.
- The proposed web revamp solution or the new website solution should not include any individual components running on trial version.
- The audit trail logs in readable format to be provided to NPCI as and when needed.
- NPCI is keen on innovative ideas that would be appropriate all the websites and will enhance the level of interest and visitation of the site. Thus, "out of the box thinking" by the website developer is encouraged. The agency will need to keep an eye on the Google Analytics data and recommend site content and structure changes to ensure increase in average time spent on the website and visitors are bettered on a month on month level.
- Successful project implementation throughout the project period within agreed budget and timeframes. All project briefs shared by NPCI need to be added to a daily/weekly joblist and timelines will be shared and updated post acceptance from the NPCI team. The agency needs to ensure all jobs in the list need to be closed within 30 days or lesser and any jobs beyond this period will need to be broken into phases with proper backing to justify the longer duration of completion.

## Designing Requirements

- The Agency would be required to recommend design changes on the website according to the below mentioned parameters and other parameters identified during requirement gathering.
  - The Agency should be following the parameters given below while designing the wireframes for the NPCI website new pages. Websites or sections:
  - Layout Design - Space is one of the most important design tools of website designing as it dictates everything from flow to readability. So, the agency should make appropriate use of the available space to create the desirable designs. The layout design should be operable and responsive across mobiles, laptops and all devices.
  - Navigation - Navigation should be simple. It should be easy to identify and easy to use. It is also important to keep navigational menus to a minimum so you don't overwhelm users.
  - Flow of information - The flow of information should be seamless and systematic.
  - Colour Scheme – Brand Guidelines and latest trends of colour scheme should be used.
  - Web fonts – Brand Guidelines to be followed, in case a font change recommendation is put forth by the agency the reason for doing so needs to be presented as well.
  - Image Selection - Use of great images or illustrations to draw users to the website. With a relatively small set of great pictures, you can show products, people, process etc. to attract users to your site.
  - Social media Integration- The proposed solution must be scalable enough for all social media integration i.e. Facebook, Twitter, Linked In, YouTube, Blogs, Whatsapp etc.
  - The designing should be in sync with the brand guidelines.
- 
- The website as well as the microsites should be one stop solution to provide information and solve problems for all the stakeholders.
  - Professional Graphic Design of website should load quickly and should be visually appealing.
  - Overall design concept for the website, optimized in terms of brand identity, accessibility, usability and content distribution. Thus, the following will be taken into consideration when designing and developing NPCI's website:
  - The Agency will submit at least two design options. The agency will respond to NPCI's feedback and refine the design (s) that NPCI will prefer.
  - In case NPCI doesn't like any of the designs submitted by the agency they will have to share new designs till it is approved by NPCI.
  - The Agency should use CSS (Cascading Style Sheets) based design approach, Clear and appropriate graphics, W3C compatible coding style while designing the web pages.
  - Design will be fully optimized to 1024/768, 1200\*400, 2560-by-1600 and 800/600 - screen resolution compatible.
  - Colours and images should be chosen according to NPCI's requirements.
  - The logo of the respective product will be present on the homepage and relevant new sections or pages the agency creates and they should be visible at all times during a person's visit.
  - There will be promotional areas on the homepage, which will accentuate NPCI's business, and user visitors to explore the inner pages of site.
  - The site should include following navigation strategies:
  - Menu system as primary navigation method of the site that is always displayed on each page
  - Each section must have a main page where visitors can navigate to the sub items under the sections, but still be able to get back on any of the other main section home pages.
  - Customized title header, navigation bars action buttons;
  - The Customer User journeys to be clearly mapped and basis the journey the proposed wireframe and designs should be presented to NPCI.
  - Intuitive navigation to help inexperienced users browse the site.
  - Clean, clear and concise Layout of all copy.
  - Search engine friendly design.
  - Flexibility to add new minor specifications at no additional costs.
  - Sitemap at the appropriate location of the website for instant navigation to specific locations of the webpage.
  - Guided Tour wherever applicable in new page/section creation.

## Technical Requirements

- The agency would be required to design the website according to the below mentioned parameters and other parameters identified during requirement gathering.
- The proposed project is for designing, developing, enhancing, implementing and maintaining the NPCI, RuPay, BHIMUPI, BHIM Aadhaar Website and Bharat BillPay website.
- Modern Application: New generation software solution.
- Open Architecture: Platform architecture should be open, flexible and dynamic in nature.
- Ease of Maintenance: The solution should be modular and configurable for ease of change management and maintenance while providing the flexibility of accommodating new generation application.
- High Availability: The application should have 99.999% availability. It should allow online addition, deletion and modification of the software changes without any impact on aforesaid availability.
- Scalability: The system should provide horizontal, vertical and linear scalability without inherent bottle necks and design changes. The solution scalability should be proven by carrying out the benchmark exercise by the agency.
- Configurability: The system should be highly configurable and parameterized.
- High Capacity and Throughput: The solution should have high throughput and capacity; a solution capable of achieving a sustained throughput of 5,00,000 hits per page to be provided to start with. Application should be scalable to handle a throughput of 10,00,000 (number of concurrent website users at the initial stage) hits per page and above to meet future requirements.
- Platform Independence: The solution should be Platform independent and should not be constrained to a single Hardware Platform or Operating System or database.
- Monitoring Capability: The solution must have adequate real-time monitoring of the Website with automated alert mechanism through multiple channels.
- Secured: The NPCI website has to be developed from approach of "secure from start" and should have all controls well defined as per regulator, industry standards (ISO) requirements and NPCI Policies.
- Website should be compatible and support natively IPv6 and IPv4 .IPv6 is new IP Address mechanism by which all Internet of Things (IoT) will connect.
- BackUp: The agency should make provisions for daily/weekly/monthly backup of the NPCI website by maintaining versions of the sites along with the support of the Cloud team of NPCI.
- Drupal Platform : Since 4 of NPCI's existing websites are based on Drupal CMS the agency needs to ensure to keep the version up to date and to have resources that have Drupal experience of 3 Years and above.
- Browser independent Website Structure:
  - Ensure Compatibility with all Internet browsers like Internet Explorer, Mozilla Firefox 3.6 onwards, Google chrome and Macintosh Browser, Netscape etc. and smart mobile phones, tablets, 'Phone's, Laptops etc. It should also be compatible with all the new browsers which will be launched in the future. It should be ensured that the website works seamlessly across different browsers for ensuring browser independent structure. Responsive web design should be compatible with mobile phones, tablet, laptops, desktops, etc.
  - Develop Resolution independent website design structure:
  - It must be ensured that the website adjusts itself automatically as per the screen resolution of the website visitors for example 1024\*768, 1200\*800, 800\*400 and 2560-by-1600 etc. Resolution independent website will automatically expand/compress itself as per the screen resolution and hence there should not be any horizontal scroll on the website structure.
- Home page restructuring:
  - Structured homepage content should give direct access to most sought-after / important information through the home page itself to improve the ease of use of the website.
- Archives Management:
  - It should be ensured that the expired content are automatically moved to archives folder from the main website and the relevant stakeholders should be informed highlighting the content archived as well as the date and time of archival.



- There should be an Auto Archival System available on the Website, which shall transfer the expired content to archives section as per defined timelines.
  - Archived Data should be available in each page along with search option to search data between 2 given dates.
- Site Search:
  - Site search shall allow users to do keyword search in site.
  - It shall Lead to links of all the pages in which keyword is found on the search result page.
- FULL TEXT SEARCH: Provision of Full text search in the website for all the content. On entering any keyword, the system must be able to search in all links, sub-links and sub sub-links and should provide links where that word is present. On clicking the link the content should be displayed.
- Content Integration:
  - The content of the existing website shall be integrated with the newly revamped website. It should integrate the existing site content into the new website structure and should get approved from NPCI representative OR NPCI assigned representative to ensure correctness.
- Feedback/Grievances Management:
  - This shall be interactive and shall help user department in collecting feedback from website visitors.
  - To develop an online form for collecting feedback from website visitors.
  - The feedback can be a general feedback, feedback on content and department/section specific feedback.
  - All the feedback/suggestions data should be emailed to the designated officers email ID.
  - A copy of all the feedbacks received should be stored in Website Database on the server for subsequent review by the administrator.
  - Create a Contact Us page incorporating a form.
- Website Statistics:
  - To help user department in analysing the popularity of the website and visitors behavior pattern on the website.
  - To facilitate the administrator to view website hits.
  - To facilitate to filter hits based on particular date range.
  - Separate login for administrator to view online members, number of hits in day/ month, search engines, keywords used by engine, repeat and unique visitors, navigation paths, etc.
  - The ability to integrate with the CRM Chatbot solution which is being implemented at NPCI.
  - Analytics report with strategic recommendations and bechmarking against competition to be shared on a monthly basis.

#### Dynamic Content Management System (CMS) Features:

- Individual User department should have following features for making changes in the website content for relevant websites i.e.BHIMUPI, RuPay, NPCI and the BHIMAadhaar website plus all websites/microsites the agency will develop for NPCI.
- Dynamic menus: Menus and submenus should be created based on the page-tree as pages are added and subtracted. These should be styled entirely through Cascading Style Sheets (CSS) language. If required menu items should have conditional states (i.e., the menu item can be styled differently if it is the first item, if it is an even-numbered item, or if it is the last item, etc.).
- Business user should be able to preview content before it is published on the production site.
- Language Support: Content of language shall be English and shall be managed from the same control panel. Administrator may be able to add content from the same page. The website should be have multiple language options.
- Content Management System for uploading contents should be deployed through secure communication channel i.e. Secure Shell. Content uploaded on the webserver should be verified to ensure that it is free from any malicious content. Web pages linked with or referred to social networking websites like Facebook/twitter/Linked In should have adequate controls to restrict confidential data exposure through these social media.

- Audit Trail: Administrators should have access to all the logs in the backend on each page where he can view changes that have been made to the database for the websites.
- Ability to be able to track, analyze and generate reports on, but not limited to, the following areas :
  - Portal pages hit
  - Portal usage
  - Virtual portals usage
  - User's usage
  - Time Spent on each page
  - Device used
  - Login a logout
  - Error conditions
- Security violations
- User account management
- Group trend by hours
- Bounce rate
- User Privileges: An administrator can grant as little or as much control to content editors or groups as needed. The requirement would include three levels of hierarchy in ascending order (create, reviewer and finally the approver).
  - Metadata should be inserted for each page or globally.
- Search Engine Friendly URL's: A rewrite engine is software that modifies a web URL's appearance (URL rewriting). Rewritten URLs (sometimes known as short, fancy URLs, or search engine friendly - SEF) should be used to provide shorter and more relevant-looking links to web pages
  - Rich Text Editor: Multiple RTEs with Microsoft word like icons support for Mac/safari and Mozilla Firefox on all platforms.
  - Cascading Style Sheets Styled Content: All aspects of the core functionality should be styled on the website. Most extensions should also be styled through Cascading Style Sheet language.
  - Online Administration: All administration to be handled online via a current web browser. The website should be capable of presenting personalized content based on individual user's profile or role. The website should allow users to configure themes and page layouts based on the role of the users.
  - Minimal Training Required: Editing content should be as easy as editing in Microsoft word, Open office, etc. Menu links should be automatically generated as an editor adds pages and most content elements features wizards for further ease of use. The development tools must allow users to design portal pages by drag and drop portal, labels into the page. The development tools must allow users to design portal themes visually.
- Site Map: A hierarchical visual model of the pages of a Web site. Site maps should help users navigate through a Web site that have more than one page by showing the user a diagram of the entire site's contents.
- System should record changes made by a specific user. The CMS Security Model should document changes made to a specific section and should also document details including time, date, user and section of the site modified.
- Spell Check-: Administrator should have the ability to run a spell checker on a content included in online thoughts. It should identify misspelled words and offer suggestions.
  - Develop the website in English and shall be Unicode compliant.
  - The front-end website as well as the backend administrator panel shall be made compliant to handle the Bi-lingual requirements.
  - Front-end Web Portal should have all the content including dynamic & static text in English.
- Newsroom: Administrator should be able to View/Add/Edit/Delete News/Press Releases by adding News Titles and Details.
- Employment Openings/Vacancies/Recruitment Notices.
- To Publish Employment Notices on the website,
- Administrator should be able to View/Add/Edit/Delete notices by adding Title and Details. Photo gallery / Media Gallery

- An advanced Photo gallery should be developed to allow user department to publish best quality photos on the website. Some of the unique features of Photo gallery should be:
  - To allow uploading of Image Name, Image, Image Description and Meta tags for each image.
  - Should have facility to view/add/edit/delete Images in JPEG, GIF and SWF format etc.
  - Should be accessible across all browser types, and on all different resolutions.
  - Press Release: All press releases from NPCI should be listed under this section.
  - Photo Gallery: Event-wise photographs should be listed under this section. Each photograph would have a brief description. All photographs would be listed in thumbnail (small) size and on clicking on the photograph it should be opened in a new window with original size. There should be an option to share the photos.
  - Events Calendar: List along with details of all forthcoming events should be mentioned under this section. When the date of event passes, the event should automatically be moved to archives section under Events. There should be a provision to share the videos of the event.
    - ATM Locator
  - Option of Updation of ATM addresses - new addition, deletion and modification to be created in NPCI Website - through the member login which would be given to the member banks/WLAOs. Modification and deletion rights also to be given to authorized NPCI users.
  - Changes in the folder structure and future requests for functionality in the ATM Locator front/backend to be delivered without any additional charge to NPCI.

## Miscellaneous

- a) Management console to control display of information in various sections of the sites.
- b) Information under section like "Organizational Setup" and many more should be moved to good presentable HTML format.
- c) Contact List of NPCI Personnel to be HTML format and easily searchable. Ability to download the same in PDF format.
- d) Print Option required to print any specific/selected content.
- e) Ability to download required content in PDF Format for external users, and ability to download content in MS-Word OR Open office format for internal/admin users.
- e) Announcements, updating of information, management profiles, contact information, etc.
- f) The website developed must be tested and acceptable to NPCI with one setup located at Primary Data Center in Mumbai with availability of DR Setup located at Chennai.
- g) The Agency should ensure that the web revamp solution, for any existing website solution provided has to take into consideration the scalability up to minimum Six Years in terms of the software.
- h) The Agency should include latest, reputed and reliable Anti-Virus, Anti-malware and Anti-Spam protection for web revamp solution Like McAfee, Ironport, Symantec. NPCI is currently using McAfee anti-virus solution for operating systems.
- i) The Agency should have full-fledged development and support center in Mumbai.
- j) The Agency should provide relevant database and supporting design documents of the revamped websites including NPCI/RuPay/BHIMUPI and BHIM Aadhaar plus any other websites created by the agency during their contract period with NPCI in softcopy and hardcopy as well.
- k) NPCI may use the services of external consultants for bid evaluation, if required.

- l) Any bugs in the revamped website should be rectified by the Agency free of cost.
- j) The Agency's responsibility is to provide the complete solution, in case of any missing components the Agency would need to implement the same at no additional cost to NPCI.

### Other Requirements

1. The Agency would be required to undertake site feature implementation such as development/enabling of EKYC, CIBIL check and LMS system to fulfil card requests/Fast Tags.
2. The Agency needs to have capability to also be able to enable LMS/CRM/Chatbot implementation on the existing or other websites developer at NPCI.
3. WhatsApp API integration would be required on All the NPCI owned websites.
4. NPCI will have a CRM Chatbot in the future, integration with this platform on all the NPCI websites would be required and the Agency will need to work with the empanelled vendor to enable the same.
5. NPCI will have a Loyalty & Offers Platform in the future and the Agency will need to work with the empanelled vendor to work out integration and synergies to leverage that platform on the NPCI owned websites as well.
6. The Agency will also need to provide SEO as part of the scope for the 3 existing websites. Future site scope can be looked at once the site goes live. For the NPCI, RuPay & BHIMUPI websites the agency will need to provide a month on month On Site, Off Site list of deliverables with number of keywords they will deliver as part of the scope. Key objectives for NPCI is its products, helpline numbers and offers come up in the search page results and to optimize its back links etc.
7. Google Analytics access will be given to the agency from which they need to recommend strategies to better organic site traffic, reduce page dropouts and propose new content and design changes to optimize and maintain the site numbers.

Bidders will be evaluated basis the below parameters.

Particulars	Score
<b>A) Credentials of Agency in Digital Marketing</b>	
Client retention rate and number 360Degree Campaign executions in a year for the clients.	
Total number of years of agency in servicing BFSI clients and Government affiliated associations	
Award and recognition to the agency in the last 3 years. Awards need to be of Cannes, Effies, DMA, Webby's, IAMAI.	
<b>PART A TOTAL</b>	<b>20</b>
<b>B) Pitch presentation for NPCI and its products</b>	
B.1) Understanding of NPCI and its products – Agency will need to provide: <ol style="list-style-type: none"> <li>1. Problem statement for each of NPCI's products</li> <li>2. Identified TG and channel split to reach them.</li> </ol>	
B.2) Integration and implementation of business with <ol style="list-style-type: none"> <li>1. API (Creation and Management)</li> <li>2. WhatsApp Business API</li> <li>3. CIBIL Check implementation on websites</li> <li>4. eKYC check implementation on websites</li> <li>5. Loyalty and Rewards Platform Integration on websites</li> <li>6. Survey Monkey Implementation on the website</li> <li>7. CRM &amp; Chatbot Integration and Implementation</li> </ol>	

8. Custom tools and Analytics reports generation tools which the agency has access to.	
B.3) Overall Strategy 1. Strategy for the products of NPCI 2. Ideas to execute the strategy for each product 3. Readiness of delivery for NPCI defined in number of elements in a day. Eg- Number of posts, emailers, landing pages, Web Banners, Media banners etc.	
B.4) Quality of resources proposed to NPCI basis understanding of scope – 1. Experience of the employee 2. Work samples/Cases 3. Appreciation from clients for the employee	
B.5) Work Experience of the team under each of the head – Social Media Website management and maintenance Experiential marketing	
B.6) Structure 1. Team structure proposed by the agency to deliver the Scope of work 2. Number of team members proposed to NPCI basis understanding of scope (dedicated + shared)	
<b>PART B TOTAL</b>	<b>80</b>
<b>TOTAL SCORE (A+B)</b>	<b>100</b>

### Team Requirements

1. The Agency would need to provide onsite resources to NPCI as external access to the websites will not be provided this includes no access via VPN, Remote access, sharing of the source code and whitelisting IP addresses to allow access to the sites. Hence the Agency needs to provide a minimum of 2 Drupal resources to take ahead the day to day updates/development and new requirements put forth by NPCI.
2. The Agency needs to provide a resource who understands the Server, DB, Web Application Firewall and Web Application structure to also get on calls with the various teams at NPCI to identify and rectify issues/optimizations.
3. Design requirements for Landing pages, section page additions, Banners, offer image creation, New microsite designs would be needed. This resource can be stationed at the Agency.
4. QC testers – A team to check the implemented functionality/module etc needs to be in place to ensure no cascading effect or downtimes are faced due to coding issues.
5. API integrations are a key part of the RuPay and BHIMUPI websites the Agency will need to provide a resource that know how the current API's work and also to help integration with the other API's which will come along the way in the form of WhatsApp, Chatbot, CRM, Loyalty platforms etc.
6. The team deployed by the agency will be responsible for the project and must be available at NPCI Mumbai office on a short notice for support services. In case of non-availability of the assigned resource a back resource must be available to fulfil the request raised by NPCI. Agency should ensure that the resource will be made available within 3 hour

7. The Agency will be required to extend its support and work in sync with NPCI's other Agencies if required eg syncing with the current mainline agency or the event agency, media agency to ensure best extension or amplification on the digital platforms.

#### **Quantum of Work on maintenance front**

1. The averages updates carried across the NPCI, RuPay & BHIMUPI website are in the range of 350-500 updates in a month. Which include but are not restricted to Circular updates, Statistics update, Banner updates, Content edits, Updates, offer updates on the RuPay and BHIMUPI website, Video link addition updates, New section creation, newsletter design development and implementation.
2. The agency also needs to plan to assist NPCI during peak months where the scale of work could double and there can be new website developments, API integrations or other such large projects which will need to be delivered. For such instances the Agency also needs to provide a solution to cater to those peak months and deliver projects within timelines agreed with NPCI.
3. Any new website development which requires a new structure/CMS and design can be costed for separately by the agency but for the sites which follow the NPCI, RuPay, BHIMUPI and BHIMAadhaar, Bharat BillPay structure and template those will need to be delivered as part of the scope.

#### **Obligations of the Bidder**

##### **Standard of Performance:**

The Bidder shall perform the services mentioned in the Scope 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. The Bidder shall always act in respect of any matter relating to this RFP 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.

The data collected by the Bidder during the study tenure, shall be exclusively for NPCI usage and shall not be in any manner whatsoever be utilized and/or attempted to be utilized by Bidder for their internal syndicated research or any other purpose.

### **Section 4 - Eligibility Criteria**

The Bidder(s) should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. Bidder(s) not meeting the **Eligibility Criteria** will not be considered for further evaluation.

- Bidder(s) should be a Company registered under the Companies Act or LLP / firm (registered under the respective Acts) for last 3 years.
- Bidder should have minimum annual turnover of ₹3 crores during each of last three (3) financial years i.e. 2014-15, 2015-16 and 2016-17 (or Calendar year 2015, 2016, 2017 or the bidder's financial years).
- Bidder should be profit (after tax) making Company in any one of the last three (3) financial years, i.e. 2014-15, 2015-16 and 2016-17 (or Calendar year 2015, 2016, 2017).
- Bidder should have full-fledged office/branch in Mumbai having permanent staff for managing all required capabilities as mentioned in the scope.
- Bidder should not be currently blacklisted by any bank/institution in India or abroad.
- The Bidder should have been performing similar work as detailed in the scope of work for at least 3 clients (banking & finance, Non-banking space) for last two (2) years as on the date of submission of the bids.
- Provide contact details of other clients
- Provide details mention any Standards/ Certifications that is compliant to
- RFP say that bidders must disclose any proprietary tools needed in procurement
- The Bidder(s) should provide a statement of corporate financial resources, a history of prior involvement in similar projects, and information regarding pending litigation, debarment or suspension, etc
- The bidder should be a company registered under Companies Act, 1956 or a Partnership Firm registered under the Partnership Act, 1932 or a Limited Liability Partnership under ("LLP") registered under the Limited Liability Partnership, 2008?
- The bidder's should provide the annual turnover.
- The bidder should not have incurred any loss in the business for last three years
- The bidder should provide the contact details of other clients of the bidder
- The vendor should mention any Standards/ Certifications that it is compliant to?
- The bidders must disclose any proprietary tools needed in procurement
- The bidder to provide the statement including personnel background and experience information, of the contractor's proposed project staff.
- The RFP require the bidder to provide a statement of corporate financial resources, a history of prior involvement in similar projects, and information regarding pending litigation, debarment or suspension.

## Section 5 – Instruction to Bidders

### A. The Bidding Document

#### 5.1 RFP:

5.1.1 RFP shall mean Request for Proposal.

5.1.2 Bid and Tender are used to mean the same.

5.1.3 The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in this Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

#### 5.2 Cost of Bidding:

5.2.1 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:

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

#### 5.4 Clarifications of Bidding Documents:

5.4.1 A prospective Bidder requiring any clarification on 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.

5.4.2 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 Remark (if any)



## 5.5 Amendment of Bidding Documents:

- 5.5.1 At any time prior to the deadline for submission of Bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding documents.
- 5.5.2 Amendments will be provided in the form of Addenda / Corrigenda to the Bidding documents, which will be uploaded on the website and communicated to Bidders through emails. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda / Corrigenda had been taken into account by the Bidder in its Bid.
- 5.5.3 In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on NPCI's website.
- 5.5.4 From the date of issue, the Addenda / Corrigenda to the tender shall be deemed to form an integral part of the RFP.

## B. Preparation of Bid

### 5.6 Bid Price:

- 5.6.1 Prices should be in Indian Rupees and all cost, exclusive of all taxes, if any, which will be paid extra, at actuals on production of original tax invoices in the name of National Payments Corporation of India.
- 5.6.2 The Bidder shall meet the requirements of Goods & Services Tax (GST) Act and changes therein as made by the competent authorities from time to time.

### 5.7 Earnest Money Deposit (EMD) Bid Security:

- 5.7.1 The Bidder shall submit Earnest Money Deposit of **₹5,00,000 (Five lakh only)** in the form of a Demand Draft / Pay order from a scheduled bank in India drawn in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Performance Bank Guarantee issued by a scheduled commercial bank valid for 180 days with a claim period of an additional 12 months from the date of expiry of the Performance Bank Guarantee, as per format in Annexure A1.1 or A1.2.
- 5.7.2 No interest shall be payable on the EMD.

### 5.8 Return of EMD:

- 5.8.1 EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
- 5.8.2 The EMD of successful Bidder shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

## 5.9 Forfeiture of EMD:

The EMD made by the Bidder will be forfeited if:

- 5.9.1 The Bidder withdraws his Bid before opening of the Bids.
- 5.9.2 The Bidder withdraws his Bid after opening of the Bids but before Notification of Award.
- 5.9.3 Failure to accept the order by the Selected Bidder within 14 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of NPCI. However NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 5.9.4 The selected Bidder withdraws his Bid / proposal before furnishing Performance Guarantee.
- 5.9.5 The Bidder violates any of the provisions of the RFP up to submission of Performance Performance Bank Guarantee.
- 5.9.6 If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

## 5.10 Period of Validity of Bids:

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

## 5.11 Format of Bid:

- 5.11.1 The bidders shall prepare one hard copy (marked as 'ORIGINAL') of the Bid.

## 5.12 Signing of Bid:

- 5.12.1 The Bid shall be signed by the Bidder(s) or a person or persons duly authorized to sign on behalf of the Bidder.
- 5.12.2 The Bid shall be signed by the Bidder(s) or a person or persons duly authorized to bind the Bidder to the contract/RFP/ Purchase Order. Such authority shall be either in the form of a written and duly stamped power of attorney (format given in Annexure A7) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.
- 5.12.3 All pages of the Bid, except for printed instruction manuals and specification sheets shall be initiated by the Bidder(s) or person(s) authorized by Bidder(s) for signing the Bid.
- 5.12.4 The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

### C. Submission of Bid

#### 5.13 Three-Envelope Bidding process:

- 5.13.1 The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.
- 5.13.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as ***‘Request for proposal (RFP) for On-boarding Digital Agency for NPCI’***
- 5.13.3 The inner and outer envelopes shall be addressed to NPCI at the address mentioned in Section 1
- 5.13.4 The inner envelopes shall indicate the name and address of the Bidder.
- 5.13.5 If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the bid’s misplacement or premature opening.

#### 5.14 Contents of the 3 Envelopes:

5.14.1 Envelope ‘A’ - Bidder Information: The following documents shall be inserted inside Envelope A:

1. Bid Earnest Money in the form of Demand Draft – Annexure A1.1
2. Bid Earnest Money in the form of Performance Bank Guarantee – Annexure A1.2
3. Bid Offer form (without price) – Annexure A2
4. Bidder Information - Annexure A3
5. Eligibility Criteria Response Sheet – Annexure A4
6. Declaration of Acceptance of Terms and Conditions – Annexure A6
7. Declaration of Acceptance of the Scope of Work – Annexure -5
8. Power of Attorney format – Annexure A7
9. Last three years audited Balance sheet and profit and loss statements.
10. Declaration regarding Clean Track Record – Annexure A8
11. RFP document duly sealed and signed by the authorized signatory on every page
12. A supporting document to verify the address of the office or branch in Mumbai.
13. Cost of bid document in the form of DD drawn in favor of National Payments Corporation of India for ₹ 5,900.

5.14.2 Envelope ‘B’ – should be super scribed as “Technical Bid”

1. Research Proposal as per the scope of work and deliverables mentioned in section 3.
2. Presentation containing the pitch for technical evaluation in CD/DVD and 2 hard copies.
3. Client reference with for whom similar scope of work was undertaken –Annexure B1
4. Provide details of the best 3 projects undertaken in last three years.
5. Qualifications and credentials of individuals proposed to work on NPCI account Annexure B2. Individual awards / rewards / testimonials should be attached with Annexure B3. Awards / rewards won by the organization should be enclosed additionally

5.14.3 Envelope ‘C’ - Commercial Bid:

1. Commercial price format– Annexure 3
2. Commercial bid form -Annexure 4
3. 2 copies of NDA document ( (INR 100 each) Franked & signed by authorized signatory) – Annexure 9

### 5.15 Bid Submission:

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

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

### 5.16 Bid Currency:

5.16.1 All prices shall be expressed in Indian Rupees only.

### 5.17 Bid Language:

5.17.1 The bid shall be in English Language.

### 5.18 Rejection of Bid:

The Bid is liable to be rejected if:

5.18.1 The document doesn't bear signature of authorized person (Refer clause no. 5.12.2.)

5.18.2 It is received through Fax/E-mail.

5.18.3 It is received after expiry of the due date and time stipulated for Bid submission.

5.18.4 Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.

5.18.5 No Bid shall be rejected at Bid opening, except for late Bids.

### 5.19 Deadline for Submission:

5.19.1 The last date of submission of bids is given in Section 1, unless amended by NPCI and uploaded on the website or communicated through email. For purpose of clarity of this clause the amendment will only to be the last date of the submission of Bids and to any terms and conditions of this RFP.

### 5.20 Extension of Deadline for submission of Bid:

5.20.1 NPCI may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through email communication, in which case all rights and obligations of NPCI and Bidders will thereafter be subject to the deadline as extended.

5.20.2 NPCI and Bidders will thereafter be subject to the deadline as extended.

#### 5.21 Late Bid:

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

#### 5.22 Modifications and Withdrawal of Bids:

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

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

#### 5.23 Right to Reject, Accept/Cancel the bid:

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

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

#### 5.24 RFP Abandonment:

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

#### 5.25 Contacting NPCI:

5.25.1 From the time of Bid opening to the time of grant of award, if any Bidder wishes to contact NPCI for seeking any clarification any matter related to the Bid, it should do so in writing, on email ID mentioned the section 1 hereto.

## **Section 6 – Bid Evaluation**

### **6.1 Opening of Bids:**

- 6.1.1 NPCI will open Envelope 'A' and 'B' in presence of Bidder's 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 and uploaded on the website.
- 6.1.2 The representatives of the Bidders have to produce an authorization letter from the Bidders to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidder or Bidders' representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

### **6.2 Preliminary Examination of Technical Bids:**

- 6.2.1 Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which will comply to the eligibility criteria will be taken up for further technical evaluation.
- 6.2.2 NPCI will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.
- 6.2.3 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.
- 6.2.4 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.
- 6.2.5 NPCI will form an Evaluation Committee to evaluate the applicants to onboard Digital agency. Technical bid has to be submitted in the following formats to the NPCI.
  - 6.2.5.1 Digital proposal – 2 hard copies and a soft copy in CD
  - 6.2.5.2 Commercials in separate envelope
  - 6.2.5.3 Presentation in person
- 6.2.6 NPCI will call for a presentation (intimation will be sent to eligible bidders) on the proposal submitted from the short-listed applicants. The presentation of the applicant must consist, but not limited to:
  - 6.2.6.1 Digital Strategy and process to manage operations.
  - 6.2.6.2 Team proposed to cater to the requirements. (Please use the team requirements as a base and build onto the same.)
  - 6.2.6.3 Process and Timelines Management approach
- 6.2.7 The Evaluation Committee will review the application of all shortlisted agencies on the basis of above mentioned parameters.
- 6.2.8 Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed.
- 6.2.9 NPCI may interact with the customer references submitted by Bidder, if required.

- 6.2.10 The Bidder is required to provide documentary evidence, wherever applicable for the scope of work stated in Request for Proposal.
- 6.2.11 Post engagement, any change to the current agency team proposed to work on NPCI's account should be approved by NPCI.
- 6.2.12 To assist in the examination, evaluation and comparison of applications, NPCI may, at its discretion, ask any or all the Bidders for clarification (in relation to the Proposal/ Documentation as shall be submitted by the Bidders) and response shall be in writing and no change in the substance of the RFP response shall be sought, offered or permitted.
- 6.2.13 The technical evaluation will be based on the criteria and score given as per scoring matrix.
- 6.2.14 The minimum score for qualifying in Technical Evaluation will be 70%. Only the commercial bids of technically qualified Bidders will be opened. In the event that lesser than 2 bids qualify technically, based on the minimum qualifying threshold of 70% then the bids scoring more than 60% may be considered as technically qualified.

### 6.3 Evaluation of Commercial Bids:

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

- 6.3.1.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
- 6.3.1.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- 6.3.1.3 Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

### 6.4 Successful Evaluated Bidder:

- 6.4.1 Technically qualifies bidders will have to go through a Reverse Auction, the bidder bidding for the lowest cost will be declared the L1 bidder.
- 6.4.2 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.

## **Section 7 Terms and Conditions**

### **7.1 Notification of Award/Purchase Order:**

7.1.1 After selection of the L1 Bidder 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 successful Bidder.

7.1.2 Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI

### **7.2 Signing of Purchase Order (Acceptance Procedure)**

7.2.1 Within 5 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order.

7.2.2 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

7.2.3 Upon the successful Bidder accepting the Purchase Order and signing the contract/RFP, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### **7.3 Terms of Delivery:**

7.3.1 The Final deliverables defined under Section 3 shall be submitted/ delivered) post receipt of the Purchase Order

### **7.4 Penalty for default in delivery:**

7.4.1 If the Bidder does not deliver the agreed deliverables (Clause 3.2.7) as per the above mentioned activity scheduled (Clause 3.2.6) or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall be entitled to impose a penalty @ the rate of 0.5% of the total value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order, which shall be recovered for delayed deliveries, this shall be without prejudice to any other right or remedy available to NPCI under this RFP / Purchase Order as shall be issued to the successful Bidder.

7.4.2 In the case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the Purchase Order, as shall be issued to the successful Bidder.

7.4.3 Without any prejudice to NPCI's other rights under the Applicable Law, NPCI shall be entitled to recover the penalty, if any, accruing to NPCI, as above, from any amount payable to the Bidder/Agency, as per the Purchase Order(s)

### **7.5 Performance Performance Bank Guarantee**

Performance Performance Bank Guarantee shall be **equal to 10 % of the Purchase Order** exclusive of taxes (as shall be issued to the successful Bidder); value valid for the 3 year from the date of Purchase Order with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Performance Performance Bank Guarantee (PBG) as per statutory provisions in force. Successful Bidder will submit Performance Performance Bank Guarantee as per NPCI format attached vide **Annexure-A1.3** hereto, within 14 days of receipt of the notification of award or Purchase Order. Upon the receipt of Performance Performance Bank Guarantee, NPCI will discharge EMD of the Successful Bidder. In case the successful bidder does not submit the PBG, NPCI shall withhold an amount equal to the value of the PBG from the payments due to the Bidder.



## 7.6 Taxes and Duties:

**7.6.1** Commercial Bid should be in Indian Rupees exclusive of all taxes which will be paid extra, at actuals on production of original tax invoice in name of National Payments Corporation of India. Such taxes shall be mentioned separately in the Price Schedule.

**7.6.2** The Bidder shall meet the requirements of Goods & Services Tax (GST) Act and rules made thereunder from time to time.

**7.6.3** If the transaction is of such nature which requires deduction of tax at source as per prevailing Income Tax Act then such taxes shall be deducted from the payment at rates prevailing from time to time. In case, you are eligible for “No deduction” or “Lower rate for deduction” of applicable tax at source than the rate prescribed by the Income Tax Act then, you shall submit the necessary certificate issued by competent Income Tax authority valid for the period pertaining to the payment. Please note that all costs are exclusive of taxes

## 7.7 Payment Terms:

**7.7.1** Payment shall be done after completion of work and submission of deliverables certified by NPCI Officer, within 30 working days from the date of receipt of correct Invoice.

**7.7.2** PAN card and GST details need to be furnished before claiming payment.

## 7.8 Price:

**7.8.1** Price shall remain fixed for the period of 1 year from the date of Purchase Order. On the extension of term of the Purchase Order based on satisfactory performance and revision of scope of work and methodology, the price can be proposed for revision at the sole and absolute discretion of NPCI.

## 7.9 Term of Order/Engagement and Extension

The term of the Purchase Order shall be for a period of 1(one) year from the date of award of contract/purchase order extendable on year to year basis for a maximum up to two extensions (i.e. 1+2 years) as under, on the same terms and conditions and at the discretion of NPCI.

- (i) Subject to satisfactory performance rendered by the Bidder/ Agency during the first year, the contract/purchase order may be extended for a further period of 1(one) year i.e. the first extension.
- (ii) A second extension may be considered based on the performance of the Bidder/ Agency during the first extension.

## 7.10 Legal Compliances:

**7.10.1** 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.

**7.10.2** 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.

## 7.11 Compliance of Labor and other Law:

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

## 7.12 No Damage of NPCI Property

Successful Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the terms of contract/Purchase Order. 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.

## 7.13 Intellectual Property:

**7.13.1** 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 RFP including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to this RFP shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in RFP, this clause shall survive indefinitely, even after termination of this Purchase Order.

#### 7.14 Confidentiality:

- 7.14.1 The Bidder shall (whether or not he submits the bid) 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 Annexure 5 hereof.

#### 7.15 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 directly or indirectly from

- 7.15.1 An act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the deliverables in Section 3 provided by this RFP,
- 7.15.2 Breach of any of the terms of this RFP or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- 7.15.3 Non-bonafide use of the deliverables provided by the Bidder,
- 7.15.4 misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all deliverables provided to fulfill the scope of this RFP
- 7.15.5 Claims (including employment claims) made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this RFP/Purchase Order,
- 7.15.6 Breach of confidentiality obligations of the Bidder,
- 7.15.7 Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the Bidder for the purpose of any or all of the obligations under this RFP/Purchase Orders as may be issued to the successful Bidder.
- 7.15.8 The Bidder shall further indemnify NPCI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NPCI for non-adherence of any/all deliverables at all points of time, provided however, NPCI notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.
- 7.15.9 Bidder shall be responsible and indemnify for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of negligence or misconduct, etc., and that such acts/ liabilities pose significant risk to NPCI.
- 7.15.10 The Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
- a) Non-compliance of the Bidder with Laws / Governmental Requirements.
  - b) Intellectual Property infringement or misappropriation.
  - c) Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
  - d) Breach of any terms of RFP/Purchase Order, Representation or Warranty.

- e) Act of omission or commission in performance of service.
- f) Loss of data.

**7.15.11** Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

**7.15.12** Bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software or other systems supplied by them to NPCI from whatsoever source, provided NPCI notifies the Bidder in writing as soon as practicable when NPCI becomes aware of the claim however,

- a) the Bidder has sole control of the defense and all related settlement negotiations
- b) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above.
- c) NPCI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where NPCI is required by any authority/regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

## 7.16 Bidder's Liability

The selected Bidder will be liable for all the scope of work/deliverables in Section 3

The Bidder's aggregate liability in connection with obligations undertaken as part of the Scope of work/Deliverables regardless of the form or nature of the action giving rise to such liability (whether in contract/RFP/purchase order, tort or otherwise), shall be at actual and limited to the value of the Purchase Order (as shall be issued to the successful Bidder).

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

## 7.17 Liquidated Damages

Due to negligent act of the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, Bidder shall agree to pay liquidated damages to the total value of the Purchase Order (as shall be issued to the successful Bidder), and the same shall be construed as reasonable estimate of the damages.

## 7.18 Fraudulent and Corrupt Practice

**7.18.1** “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the Scope of work/ Deliverables in Sec 3 and includes collusive practice among Bidder (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.

**7.18.2** “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of Scope of work/ Deliverables execution as per Section 3.

**7.18.3** NPCI will reject a proposal for award if it determines that the Bidder(s) recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the Scope of work/ Deliverables.

## 7.19 Force Majeure

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 it's delay in performance or other failure to perform its obligations under the proposed Purchase Order is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving NPCI or bidder's fault or negligence and not foreseeable including and not restricting: a) Fire, explosion, cyclone, floods, droughts, earthquakes, natural disasters, 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.

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. Notwithstanding the provisions of this 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 contract is the result of Force Majeure.

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

## 7.20 Compliance with Applicable Laws of India

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

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this 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 and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

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.

## 7.21 Replacement of Resources:

**7.21.1** NPCI shall consider at its sole judgment that the Resource(s) provided by Successful Bidder as unsuitable for the job for whatsoever reason, NPCI shall have the option either (1) to terminate the Purchase Order in part or as a whole or (2) to request successful Bidder for prompt replacement within 7 days at Bidder's cost.

**7.21.2** In case any key resource working on the project as per section 3 wants to leave from service then Successful Bidder shall take proper handover from the candidate before relieving him/her from the job so that NPCI operations shall not be affected.

## 7.22 Purchase 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;

- a. Serious discrepancy observed during performance as per the scope of work/ deliverables

- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder 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 proposed Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.

### 7.23 Termination of Purchase Order

**7.23.1 For Convenience:** NPCI by written notice sent to Bidder may terminate this RFP / the Purchase Order in whole or in part at any time for its convenience giving one months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the RFP / Purchase Order / this RFP/contract is terminated and the date upon which such termination become effective

**7.23.2 For Insolvency:** NPCI may at any time purchase order 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.

**7.23.3 For Non-Performance:** NPCI reserves its right to terminate purchase order /this RFP 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.

### 7.24 Effects of Termination:

**7.24.1** In the event of termination of the RFP/Purchase order, the Bidder shall immediately return all the confidential information that he/she may be in position of or under his direct or indirect control, and shall destroy all memoranda notes, and other writings available with Bidder and promptly certify such destruction.

**7.24.2** Bidder will submit the completed work as on the date of termination.

**7.24.3** Payment of undisputed and duly accepted invoices (with relevant supporting thereof) shall be made by NPCI as on the date of the termination.

**7.24.4** Bidder shall continue to abide with confidentiality terms of this RFP/ Purchase order.

**7.24.5** Bidder shall provide all the information and data related to assignments as per section 3 pending as on the date of termination, thereby enabling NPCI to take further appropriate actions in completing the same, in mode and manner as NPCI shall deem fit and proper in its sole and absolute discretion.

### 7.25 Resolution of Disputes

All disputes or differences arising out of or in connection with this RFP / the Purchase Order between NPCI and the Bidder shall be settled amicably through good-faith negotiation between senior management of both parties. If, however, NPCI and the Bidder are not able to resolve them even after a reasonably long period, the following dispute resolution mechanism to be applied:

- 7.25.1** Such dispute or difference shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time.
- 7.25.2** Each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint a third arbitrator who shall act as the presiding arbitrator.
- 7.25.3** 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.
- 7.25.4** The decision/award of the Presiding Arbitrator shall be final and binding upon both parties. Any appeal shall be subject to the exclusive jurisdiction of courts at Mumbai. The Governing Law is of India.
- 7.25.5** The cost and expenses of Arbitration proceedings will be paid as determined by the Presiding Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its respective 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;
- 7.25.6** In case, during the arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

#### 7.26 Governing Law

This RFP/Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

#### 7.27 Applicable Law

The RFP/Contract/Purchase Order to be executed between NPCI and successful Bidder shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of NPCI falls.

#### 7.28 Governing Language:

All correspondence and documents pertaining to this RFP shall be in English only

#### 7.29 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

The MD & Chief Executive Officer

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

(Bidder's address for notice purpose :( To be filled by the Bidder)



**Section 8 : To be put in Envelope A****Annexure A1.1– Bidder’s Letter for EMD/BID Security****Annexure A1 Bidder’s Letter for EMD/Bid Security****To**

The Chief Executive Officer

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

**Re: RFP No. NPCI/RFP/2018-19/MK/13 dated MM/DD/YYYY for Onboarding Digital agency for NPCI.**

We have enclosed an EMD in the form of a Demand Draft No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. <> This EMD is as required as defined in Section 1 – Bid Schedule and Address.

Thanking you,

Yours faithfully,

(Signature of the Bidder(s))

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure A 1.2 – Bid Security (Performance Bank Guarantee- EMD)**

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

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

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

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

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder(s)") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under RFP No. **NPCI/RFP/2018-19/MK/13**

Furthermore, we understand that, according to your conditions, bids must be supported by a Performance Bank Guarantee.

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

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder(s) in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract/Purchase Order Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) If the Bidder(s) is the successful bidder(s), upon our receipt of copies of the contract RFP/ Purchase Order signed by the Bidder(s) and the performance security issued to you upon the instruction of the Bidder(s); or
- (b) if the Bidder(s) is not the successful bidder(s), upon the earlier of (i) our receipt of a copy of your notification to the Bidder(s) of the name of the successful bidder(s); or (ii) twelve months after the expiration of the Bidder's Bid.

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

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

**Annexure A 1.3 – Bid Security (Performance Performance Bank Guarantee)****(PROFORMA OF PERFORMANCE BANK GUARANTEE)**

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, B wing, 10th Floor,

The Capital, Bandra-Kurla Complex,

Bandra (East), Mumbai - 400 051

Performance Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

This Performance Performance Bank Guarantee is valid upto -----.

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

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

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

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

All claims under this Performance Bank Guarantee will be payable at ----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

### Annexure A2 – Bid Offer Form (Without Price)

Date:

To

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

Dear Sir,

**Re: RFP No. NPCI/RFP/2018-19/MK/02 dated 01.02.2019 for Onboarding Digital agency for NPCI.**

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

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

Addendum No./ Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

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

As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of “National Payments Corporation of India” or Performance Bank Guarantee valid for \_\_\_\_ days for an amount of Rs. < > payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

## Annexure A3 – Bidders Information

Details of the Bidder(s)				
1	Name of the Bidder(s)			
2	Address of the Bidder(s)			
3	Status of the Company (Public Ltd/ Pvt. Ltd / Partnership firm / LLP)			
4	Details of Incorporation		Date:	
			Ref#	
6	Valid GST registration no.			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding this tender			
9	Telephone No. (with STD Code) & mobile number			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
13	Year	2014-15	2015-16	2016-17
14	Turnover			
15	PAT (Profit After Tax)			

## Annexure A4 – Eligibility Criteria Matrix

Sr. No.	Criteria	Supporting document	Status
1.	The bidder(s) should be a Company registered under the Companies Act/ Partnership / LLP since the last three years.	Company incorporation certification	Submitted / Not Submitted
2.	Bidder should have minimum annual turnover of ₹3 crores during each last three (3) financial years i.e. 2014- 15, 2015- 16 and 2016 - 17 (or Calendar year 2015, 2016, 2017).	Company's Audited Balance-sheet and Profit-Loss statements	Submitted / Not Submitted
3.	Bidder should be profit (after tax) making Company in any one of the last three (3) financial years, i.e. i.e. 2014- 15, 2015- 16 and 2016 - 17 (or Calendar year 2015, 2016, 2017).	Company's Audited Balance-sheet and Profit-Loss statements	Submitted / Not Submitted
4.	The Company should have never been blacklisted / barred / disqualified by any bank/institution in India or abroad.	The Company should provide an undertaking for same	Submitted / Not Submitted
5.	The agency should have been performing similar work as detailed in the scope of work for at least 3 clients (banking & finance, Non-banking space) in the last two (2) year as on the date of submission of the bids.	Provide client certificate or the contract with client indicating the scope of project as desired	Submitted / Not Submitted
6.	All the activities during the engagement should be performed by company or lead company (in case of consortium) directly. Any specialized work through other agency should be detailed along with agency name & scope of work.	Details of specialized agency and scope of work	Submitted / Not Submitted
7.	In case of consortium lead bidder must comply with all eligible criteria.	Details of all the companies participating in consortium has to be submitted	Submitted / Not Submitted
8.	Bidder must have a Drupal resource working with them for at least 1 year and the resource should have at least work experience of 3 years or higher.	CV of the employee and Employee joining proof to be provided. First page of the offer letter excluding the	Submitted / Not Submitted
9.	Bidder must provide proof of Drupal websites developed/managed/maintained with NPCI.	Client mail confirming the claim that the bidder has/is managing/maintaining/ worked on their Drupal	Submitted / Not Submitted

**Annexure-A5 – Declaration for Acceptance of Scope of Work**

To

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for NPCI/RFP/2018-19/MK/13 dated 01.02.2019 ***Digital agency for NPCI.***

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



**Annexure A6 – Declaration for Acceptance of RFP Terms and Conditions****To**

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

Sir,

**Re: RFP No. NPCI/RFP/2018-19/MK/13 dated 01.02.2019 for Digital agency for NPCI.**

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder(s))

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure A7 – Power of Attorney Format**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr. \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “\_\_\_\_\_” in response to the RFP No. **NPCI/RFP/2018-19/MK/13** by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

**Annexure A8 – Declaration Regarding Clean Track by Bidder(s) (On Company/Firm's letter head)**

To

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

Sir

**Re: RFP No. NPCI/ RFP/2018-19/MK/13 dated for Onboarding Digital agency for NPCI.**

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I hereby declare that my company/firm is been currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad, details whereof are as under:

No	Country in which the Company is debarred/blacklisted/case is pending	Black listed/debarred by Government/semi Government organization/institution	Reason	Since When and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

I further certify that I am competent officer in my company/firm to make this declaration.

Yours faithfully,

(Signature of the Bidder(s))

Printed Name

Designation

Seal

Date:

Business Address:

## Annexure A9 – NON-DISCLOSURE AGREEMENT

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is made and entered on this ----- day of -----, 201 ("Effective Date") between

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated in India under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of the Companies Act, 2013) and having its registered office at **1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra**, CIN: U74990MH2008NPL189067 (Hereinafter referred to as "**Disclosing Party**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

\_\_\_\_\_, a company/Partnership/Sole Proprietor/Association of People/ and having its registered office at \_\_\_\_\_ CIN: \_\_\_\_\_ (Hereinafter referred to as "**Receiving Party**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

Disclosing Party and Receiving Party shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

### NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

#### Article 1: PURPOSE

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between Disclosing Party and Receiving Party to perform the considerations (hereinafter called "Purpose") set forth in below:

#### Purposes:

1. The intent behind this RFP is to meet the growing needs of the Digital channel and to on-board an agency which is equipped to deliver to and scale up to the need of the hour keeping in mind the extensive scope listed
2. A digital marketing agency will have resources in a range of different roles who can apply the right mix of strategic strengths and operational skills to meet our campaign objectives.
3. Multi-person teams like strategy, creative, copy, design, all working on briefs give businesses more certainty that campaigns and objectives will be delivered on time.
4. The right agency apply the expertise, insights and software solutions which makes scalability a key advantage of outsourcing.

#### Article 2: DEFINITION

For purposes of this Agreement, "**Confidential Information**" means the terms and conditions, and with respect to Disclosing Party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

### **Article 3: NO LICENSES**

This Agreement does not obligate the Disclosing Party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring to the Receiving Party any rights, license or authority in or to the Confidential Information disclosed to the Receiving Party under this Agreement or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by the Receiving Party for any purpose whatsoever. This Agreement does not create a joint venture or partnership between the parties.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees not to use the Disclosing Party's Confidential Information for any purpose other than for the specific purpose as mentioned in the recital clause. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, **representatives, agents**, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party does not make any representation or warranty as to the accuracy or completeness of Confidential Information. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The Receiving party agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes

and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

#### **Article 6: INJUNCTIVE RELIEF**

The Receiving Party hereto acknowledge and agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Receiving Party agrees that in the event of a breach or threatened breach by the Receiving Party of the provisions of this Agreement, the Disclosing Party will have no adequate remedy in money or damages and accordingly the Disclosing Party, in addition to any other right or remedy available, shall be entitled to injunctive relief against such breach or threatened breach by the Receiving Party and to specific performance of any such provisions of this Agreement. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. If the Receiving Party is aware of a suspected or actual breach of this Agreement from Receiving Party's side, it shall (i) promptly notify the Disclosing Party in writing immediately; and (ii) take all reasonable and essential steps to prevent or stop any suspect or actual breach of this Agreement; (iii) Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

#### **Article 7: NON-WAIVER**

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

#### **Article 8: DISPUTE RESOLUTION**

Notwithstanding anything contained in Article 6 and the express rights of the Disclosing party contained and provided thereto, If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 (or any statutory modification or re-enactment thereof and rules framed thereunder from time to time) by a sole arbitrator appointed by Disclosing Party Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

#### **Article 9: GOVERNING LAW AND JURISDICTION**

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

#### **Article 10: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by Receiving Party without the prior written consent of Disclosing Party.

#### **Article 11: TERM**

This Agreement shall remain valid from the effective date till the time the Receiving Party is receiving Confidential Information or until the termination of this Agreement, whichever is later. This Agreement may be terminated by either Party by giving prior written notice of sixty (60) days to the other Party. However, the Receiving Party shall not be entitled to terminate this Agreement if there is subsisting business engagement between the Parties. Irrespective of the termination, the obligation of the Receiving Party to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement and shall remain in effect indefinitely.

#### **Article 12: INTELLECTUAL PROPERTY RIGHTS, Media Disclosure, Publicity and Public Interaction**

12.1 Receiving Party shall not use or permit the use of Disclosing Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or interact with media for any disclosure of findings or otherwise discuss or make reference to Disclosing Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without Disclosing Party's prior written consent.

- 12.2 Any interaction by the Receiving Party with media for any disclosure of findings, publicity, public interactions for undue advantage and/or any association whatsoever of Disclosing Party, without express consent/approval from Disclosing Party, shall result in breach, and for every incident of breach the Receiving Party shall be liable to pay the Disclosing Party, an amount which Disclosing Party, in its sole and absolute discretion, deems fit. This shall be without prejudice to the right of Disclosing Party to peruse any other right or remedy available to it under law.

### **Article 13: INDEMNITY**

In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided in this agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Receiving Party shall stop its breach of this agreement immediately and indemnify Disclosing party against losses resulting from its default, including the reasonable legal costs, which have been incurred by Disclosing party to investigate the default.

### **Article 14 : GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) In the case of personal delivery or electronic-mail, on the date of such delivery, (b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) In the case of mailing, on the seventh working business day following such mailing.
3. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and any additional agreement, if any, shall be binding along with that relevant Agreement in addition to this Non Disclosure Agreement without affecting the provisions of this agreement. In the event where only this agreement is existing than the provisions of this Agreement shall prevail. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement or modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. The remaining provisions will continue in full force and effect.
4. Any breach of any provision of this Agreement by Receiving Party hereto shall not affect the Disclosing party's non-disclosure and non-use obligations under this Agreement.
5. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

**NATIONAL PAYMENTS CORPORATION OF  
INDIA**

**TYPE COMPANY NAME**

By:

By:

Name:

Name:

Designation:

Designation:

## Annexure A10 – Format for Respondent details submission

S.No	Name of the Respondent who are willing to share their details	Contact number	Email [If present]	Data collection center

## Annexure A11 – Onboarded Agencies and Partners

(Below format to be taken from the partner/vendor on their letter head and signed by the authorised signatory)

**To whom so ever it may concern**

This is to certify that below mentioned people working in the capacity of board members/senior management of M/s XYZ (Complete address). We do not have any blood relation or financial dealings with any NPCI employee.

Name of Board Members/Directors at M/S XYZ



**Section 9 – To be put in Envelope “B”****Annexure B1 – Client Details**

Provide details of 3 important current clients along with scope of work and reference:

Sn. No.	Name of Institution	Scope of work in brief	Contact Person Name and Designation	Contact Details with e- mail	Preferable time to contact
1					
2					
3					

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_ -

Designation: \_\_\_\_\_

Company's Name:

Date: \_\_\_\_\_, Place \_\_\_\_\_

## Annexure B2 – Curriculum Vitae

Curriculum Vitae (CV) for proposed professional staff dedicated for NPCI. Please fill different forms for every person in the team involved with NPCI account. Each form should be duly verified, signed and stamped by the organisation.

1. Proposed Position:
2. Name of Agency [*Insert name of firm proposing the staff*]:
3. Name of Staff [*Insert full name*]:
4. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
5. Membership of Professional Associations:
6. Employment Record [Starting with present position, list in reverse order every employment held since graduation, giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:

From	[ <i>Year</i> ]:	To	[ <i>Year</i> ]:
Employer:			
Positions held:			

- ## 7. Detailed Tasks Assigned
- ### a) Current responsibilities

- (ii) Year:
- (iii) Location:
- (iv) Clients handled:
- (v) Main project fea
- (vi) Positions held:

8. Awards / Recognition / Rewards won in individual capacity
9. Awards / recognition / Rewards won as a part of the team

Signature & Date (Individual's Name & Signature)

Verified by (Company Name)

## Annexure B3 – Details of top 3 Projects

Write-up on top 3 projects executed scope of work, time frame, deliverables, role of applicant/subcontractor etc.

S.No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of contract/Project cost (In Rupees)	
3.	Country	
4.	Location within country	
5.	Duration of Project (months)	
6.	Total No. of man-months of the Assignment/job	
7.	Approx. value of the Assignment/job provided by your company/firm under the contract/ purchase order (in Rupees)	
8.	Name of associated Agency's	
9.	Name of senior professional staff of your company/firm involved and functions performed	
10.	Description of actual Assignment/job provided by your agency's within the Assignment/job	
12.	Contact details of the client wherever available	

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

**Section 10 – To be put in Envelope “C”****Annexure 3: Price Format**

SR NO	PERIOD	DESCRIPTION	QTY	UNIT PRICE	TOTAL
				(Rs.)	(Rs.)
A					
1	From MMYYYY to MMYYYY)	Conceptualization, Design, Development, Content creation, Strategy, Management of the NPCI Digital Channels.	1		
Total					
CGST @ 9%					Rs.
SGST @ 9%					Rs.
Grand Total					Rs.
COMPANY'S NAME					
OFFER REF. AND DATE					
SIGNATURE					
DESIGNATION					

**Annexure 4: Commercial Bid Form – – To be put in Envelope ‘C’**

(To be included in Commercial Bid Envelope)

To:

Date:

NPCI

Dear Sir,

**Re: RFP No. NPCI/RFP/2018-19/MK/13 dated 01.02.2019 for Onboarding Digital Agency for NPCI**

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required support in conformity with the said Bidding documents for the sum of Rs.....(Rupees all inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide \_\_\_\_\_ for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract/ purchase order is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract/purchase order, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2019.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of