NPCI
भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

REQUEST FOR PROPOSAL (RFP)
FOR ENGAGING AGENCY FOR IMPLEMENTING CRM & CHATBOT SOLUTION FOR NPCI

RFP Reference Number: NPCI/RFP/2018-19/MK/01 dated 09.04.2018.

National Payments Corporation of India,
National Payments Corporation of India
Unit nos. 201, 301 & 302,
2nd & 3rd Floor,
Raheja Titanium, Western Express Highway,
Goregaon east, Mumbai - 400063
Phone- 022 40508500
Website: www.npci.org.in

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

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

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

Checklist

The following items must be checked before the Bid is submitted:
1. Demand Draft / Pay Order for Rs 5,000/ plus applicable GST @ 18% towards cost of Bid document in Envelope – 'A'

2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/-(Rs. One Lakh only) towards Bid Security in Envelope 'A'- Earnest Money Deposit (EMD)

3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.

4. Envelope 'A' Eligibility Criteria Response.

5. Envelope 'B' Technical Response

6. Envelope 'C' Commercial Bid.

7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.

8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope – 'A'.

9. Prices are quoted in Indian Rupees (INR).

10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.

11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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Abbreviations and Acronyms

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

BG   Bank Guarantee

EMD   Earnest Money Deposit

IPR   Intellectual Property Rights

NPCI   National Payments Corporation of India

RFP   Request for Proposal in Context

PBG   Performance Bank Guarantee

SLA   Service Level Agreement

VOC   Voice of Customer

CRM   Customer Relationship Management

SOA   Service Oriented Architecture

Section 1 – *BID Schedule and Address*

S.No.	Description	
1	Name of Project	RFP FOR ENGAGING AGENCY FOR IMPLEMENTING CRM AND CHATBOT SOLUTION FOR NPCI
2	Tender Reference Number	NPCI/RFP/2018-19/MK/01
3	Date of release of Bidding Document	9th April 2018
4	Last date of submission of Pre Bid queries	18th April 2018
5	Date and time of Pre-Bid Meeting	27th April 2018 4.00 PM
6	Last date and time for Submission Bids	11th May 2018 4.00 PM
7	Place of Bid Submission and opening of Bids	**National Payments Corporation of India, Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai - 400063 Phone- 022 40508500**
8	Name and Address for communication	**Gaurav Deshpande** National Payments Corporation of India Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon east, Mumbai - 400063 Phone- 022 40508500 E-mail: Gaurav.deshpande@npci.org.in **Alfie Saldanha** National Payments Corporation of India

			Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon east, Mumbai - 400063 Phone- 022 40508500 E-mail: Alfie.saldanha@npci.org.in
9	Bid Related Queries		**Gaurav Deshpande** Mobile: +91-8291268342 Email: gaurav.deshpande@npci.org.in **Alfie Saldanha** Mobile: +91-8291088710 Email: alfie.saldanha@npci.org.in
10	Bid cost		Rs. 5,000 plus applicable GST @18%
11	EMD/Bid Security		Rs. 1,00,000 (Rupees One Lakh Only)

Note:

1. Bids will be opened in the presence of the Bidders and/or their representatives who choose to attend.
2. Date, Time & Address for Technical Bid & Commercial Bid Opening will be intimated later to the qualified Bidders.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for Rs.5,000/- plus applicable GST @18%.

<div align="center">Section 2 - Introduction</div>

2.1 About NPCI

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

The vision, mission and values of NPCI are:

Vision - To be the best payments network globally

Mission - Touching every Indian with one or other payment services and to make our mission possible, we live and work by five core values: Passion for Excellence, Integrity, Customer Centricity, Respect and Collaboration.

NPCI is currently present on below mentioned platforms:

1. Social Media: Facebook, Twitter, LinkedIn, YouTube
2. Google Playstore and App store
3. Contact Us sections on NPCI and BBPS websites, RuPay and BHIM microsites website i.e., http://www.npci.org.in/get-touch, RuPay and BHIM microsites viz. https://www.rupay.co.in/get-touch and https://www.bhimupi.org.in/get-touch respectively.

Other platforms can be also be added in future as per sole and absolute discretion of NPCI.

2.2 Objective of this RFP

This bid is being issued for engaging Agency having the requisite competency for Implementing CRM and Chatbot Solution for NPCI for all current and future products of NPCI like *99#, AePS, BBPS, BHIM, BHIM Aadhaar, CTS, IMPS, NACH, NETC, NFS, UPI, RuPay, RuPay Contactless and others.

This is a limited bidding process and bid offers are invited only from agencies qualified by the NPCIs Committee of executives.

The prime objectives of this bid are:

- To capture the Voice of the Customer (VOC) and to manage it more effectively. VOC may be either in the form of queries, complaints or feedback. All of which needs to be effectively captured and actioned upon
- To work in close coordination with NPCI/its stakeholders and establish NPCI as customer centric and manage the online reputation for NPCI. The said objective has to be achieved on social media, online space, app store, Playstore etc. by being responsive to all customers.

The Bidder should have adequate experience as sought in the RFP to undertake the above activities.

2.3 Cost of the RFP

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

- The Bidders can submit the bid response at National Payments Corporation of India, Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai – 400063 along with non-refundable amount of Rs 5,000/- (plus GST @18%) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai. This RFP document is non-transferable and cost of RFP document is non-refundable.
- RFP document containing detailed specifications and requirements with terms and conditions can be obtained by eligible Bidders on any working day during office hours from 10:30 hrs to 18:30 hrs till the stipulated last date for the purpose, on payment of RFP cost in the form of Demand Draft / Pay Order.

2.4 Due Diligence

- The Bidder is expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. 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 by e-mail as mentioned in Section-1.

2.5 Ownership of this RFP

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

Section 3 – Scope of Work

3.1 Introduction

Users are reaching out to NPCI about products like *99#, AePS, BBPS, BHIM, BHIM Aadhaar, CTS, IMPS, NACH, NETC, NFS, UPI, RuPay, RuPay Contactless and others on various platforms like social media, app store, e-mails etc. for the following:

- Asking a Query
- Raising a Complaint
- Share feedback

To effectively capture, analyze and respond to user interactions, NPCI requires the following:

1. Chatbots on various platforms of NPCI and its products like RuPay, BHIM, BBPS, etc.
2. Customer Relationship Management (CRM) tool
3. Resources for managing the tool and for responding on all platforms, such as Facebook, Twitter, LinkedIn, YouTube, Google Playstore and App Store and other platforms on which NPCI is not present like blogs, articles and other media.

3.1.1 Current Approach

Any consumer queries/complaints and feedback addressed to NPCI is handled through the Current Process as is contained and provided herein:

1. App feedback
2. Google Playstore Reviews
3. Social Media (owned and open)
4. NPCI, RuPay and BHIM Website Contact Us section
5. Emails, etc.
6. Other digital platforms (forums, blogs, etc.)

3.1.2 Process Followed

User contacts on either of above platforms as stipulated in Clause 3.3.1.

1. User contacts on either of above platforms
2. In case of query response is given on the platform
3. In case of feedback the same is routed to the relevant team
4. In case of complaints, there are multiple teams involved (Marketing, Product and Operations). There is a dependence on other teams to provide information on the transaction which is then in turn shared on the platform.

3.1.3 Challenges in Current Process

1. No track of multiple complaints/query by a single user across various channels
2. No escalation mechanism in place
3. Offbeat query/complaints take up lot of time and resources to solve
4. Customer communication is not standardized and regularized across different channels
5. Quality and TAT parameters not defined
6. Volumes during major events cannot be handled efficiently due to resource constraints and lack of automation to handle high volumes
7. Banks are involved separately to track transaction related issues
8. Feedback is not captured and passed on to relevant teams

3.1.4 To effectively capture, analyze and respond to user interactions, NPCI required the following:

1. Customer Relationship Management (CRM) tool
2. Resources for managing the tool and responding on all platforms, such as Facebook, Twitter, LinkedIn, YouTube, Google Playstore and App Store and other platforms on which NPCI is not present like blogs, articles and other media.
3. Chatbots on various platforms of NPCI

Any Consumer queries / complaints and feedback addressed to NPCI is handled through the Current Process as is contained and provided herein above.

3.2 Current volumes of incidents for NPCI on various platforms and expected volume slabs

Channels	Current monthly incidents (approx)	10X incidents scenario	20X incidents scenario	40X incidents scenario
Email	20,000	200,000	400,000	800,000
Social media	5,000	50,000	100,000	200,000
Play store -Reviews	3,500	35,000	70,000	140,000
Approx monthly incidents	**28,500**	**285,000**	**570,000**	**1,140,000**
Approx yearly incidents	**342,000**	**3,420,000**	**6,840,000**	**13,680,000**

* The bidders need to consider 20% increase in incidents Year-On-Year for each slab mentioned in the table.
* With more and more NPCI products getting activated and with focused promotions for BHIM and RuPay cards we foresee increase in incidents ultimately leading to 10X scenario
* With new payment gateways getting added on the UPI platform (PayTM, Whatsapp, Facebook / Twitter / etc.) and with sustained NPCI product promotions we estimate the increased incidents reaching 20X / 40X scenarios.
* The base minimum volume levels for incidents during this (CRM & Chatbot solutions) project period are estimated at around 30,00,000 incidents / year.

3.3 Reference Architecture and Process Flow

3.4 CRM and Chatbot process flow

3.5 CRM and Chatbot incident sources, types, responsibilities and TAT

Types of customers	Sources of incidents	Types of incidents	Chatbot layer – Machine learning and response: Vendors responsibility & SLA	CRM console – manual intervention : NPCI and partner responsibility & SLA
Employees	Social Platforms TW, FB, LI, Insta etc. (own & open)	Transaction issues	1st level response within 5 mins. Txn data collected and processed	NPCI OPS and Bank teams check the issue details and provide status update within 48 hrs.
Customers	NPCI Digital assets NPCI website, Product microsites, Support email ID, BHIM App	Bank complaints	1st level response within 5 mins. Issue details collected and processed	NPCI BD and Bank teams check the issue details and provide resolution within 48 hrs.
		Merchant complaints	1st level response within 5 mins. Issue details collected and processed	NPCI BD and Bank teams check the issue details and provide resolution within 24 hrs.
		NPCI Service complaints	1st level response within 5 mins. Issue details collected and processed	NPCI OPS teams check the issue details and provide resolution within 24 hrs.
Media / Publications	Open Digital channels Blogs, discussion groups, forums	Product updates / Feedback	Checks for info in the DB and responds within 10 mins with relevant links. Processes feedback / queries with no info on DB	NPCI Product teams check the issue details / feedback and provide acknowledgement within 24 hrs.
	Other channels Whatsapp, walkin at NPCI / Banks	Brand / Product numbers	Checks for info in the DB and responds within 10 mins with relevant links. Processes requests queries.	NPCI Brand / PR teams check the request details / and provide resolution within 24 hrs.
Banks		FAQs & How to demos	Checks for info in the DB and responds within 10 mins with relevant links.	

CHATBOT

CRM ENGINE

3.6 Types of incidents and info collected for each type*.

Sr.No	Incident	Info collected								
1	**Transaction issue**	Name	Mobile number	e-mail id	Transaction / RRN Number	Remitter Bank	Beneficiary bank	Transaction date	Transaction amount	Issue / problem faced
2	**Bank issue**	Name	Mobile number	e-mail id	Bank name	Issue date	Issue / problem faced	Bank response		
3	**Merchant issue**	Name	Mobile number	e-mail id	Merchant name	Issue date	Issue / problem faced	Merchant response		
4	**NPCI service complaints**	Name	Mobile number	e-mail id	Product name	Issue date	Issue / problem faced			
5	**Product update / Feedback**	Name	Mobile number	e-mail id	Product name	Issue / problem faced	Feedback for the team			
6	**Brand Product numbers**	Name	Mobile number	e-mail id	Organisation name	Product name	Data required	Purpose		

* The aforesaid details are for indicative purpose, and may be changed as per NPCI's sole and absolute discretion.

Section 4 - Functional Requirements

4.1 To overcome the challenges in the Current Process and to effectively capture, analyze and respond to user interactions, NPCI is desirous to have a robust CRM and chatbot solution in place and accordingly requires the Bidder participating in the Bid to adhere/provide the following:

Key Stakeholders for this RFP
Key Stakeholders of NPCI for this RFP are as below:

1. Marketing Team
2. Product Team
3. Operations Team
4. Technology Team
5. Banks

Objectives to be met

Product	Operations	Marketing and BD
☐ Bug Reporting	☐ Auto Reconciliation simplified	☐ Response Management
☐ Product Enhancement	☐ Auto escalation for defined scnearios	☐ Positive Customer Experience
☐ Feedback & Suggestions	☐ Real time status update	☐ Communication on product features

4.2 CRM Tool

4.2.1 An effective CRM solution should ideally cover below mentioned key elements:

- <u>Ticketing</u>: Which shall mean and include formation of tickets for agents i.e., the manpower deployed. Whenever a query, complaint or feedback is coming in through any of channels mentioned above
- <u>Response Management</u>: Which shall mean and include providing prompt responses to all tickets getting formed by the agents deployed by the Agency.
- <u>Workflow Management</u>: To be able to route the tickets to relevant stakeholders as indicated herein under 4.1
- <u>SLA Definition</u> for all stakeholders and tracking: which shall mean and include that the tool should have a capacity of incorporating an SLA so that if any tickets are not closed on time, the particular ticket is routed according to the SLA defined. Also, the SLA should help in tracking the performance of the Bidder/manpower deployed by Bidder.
- <u>Escalation Matrix</u> as shall be conveyed/intimated by NPCI to the successful Bidder.
- <u>Feedback</u> if any received on any platforms should be routed to the relevant teams using the CRM tool
- <u>Data analysis</u> to generate insights on the complaints and queries received
- <u>Dashboard</u> for different user types
- <u>Report Generation</u> for performance of resources, customer satisfaction, response rate and TAT, bank specific reports, issue identification reports etc.
- <u>Leverage</u> the data insights to improve product offering
- <u>Client Servicing:</u> Should have a structured client management and project management team with requisite professional experience to work on the RFP and add value

4.2.2 Prerequisites for the CRM tool

- The tool needs to be customized according to NPCIs requirements for seamless flow of the process mentioned below in clause 4.2.3.
- The tool needs to have a provision to define and incorporate different SLAs for different teams involved. The primary response (approved by NPCI) needs to be given by the manpower deployed by the Agency/Bidder. In case there are cases like transaction failures etc., they need to be routed to relevant teams/stakeholders of NPCI according to the SLA given by NPCI for different teams and banks. The tickets need to be routed according to the SLA and by a mutually agreed TAT. In case a ticket is not closed by agent during the TAT it is routed to the next person according to the SLA. SLA can be altered as per requirements of NPCI.
- The tool will also be accessed by member banks of NPCI if required. Login need to be provided to banks and SLA within banks also needs to be defined within the CRM tool.
- Customize the reports that can be generated from the tool for different teams within NPCI and as per NPCI's requirements.
- The responses shall be formulated by the Bidder and be confirmed by NPCI before being put across on any platform like Facebook, Twitter, LinkedIn, YouTube, App store, Google Playstore, blogs, articles, e-mails, websites (NPCI, BBPS, RuPay and BHIM) etc.

4.2.3 Process Flow on CRM Tool

Using the CRM tool the Bidder has to ensure that the below process is adopted:

- All customer complaints, queries and feedback are captured effectively
- The queries, complaints and feedback should be classified as tickets

- The tickets are then assigned to required resources of the Bidder as deployed/provided by Bidder, to give preliminary responses to all customer complaints, queries and feedback, text/content of which shall be provided by concerned stakeholders of NPCI.
- If the resources are unable to respond to a particular query/complaint, it is then routed to relevant stakeholders of NPCI
- In case of transaction failures, after capturing required details pertaining to the transaction, the details are forwarded to respective stakeholder of NPCI for ascertaining the status of the transaction and reason for the failure thereof, which shall be suitably routed through the CRM tool for analyzing the same. Post analysis of the transaction the same shall be routed back to the customer using the CRM tool.
- To ensure that all tickets are closed within a mutually agreed TAT. In the event of failure of the successful Bidder to adhere to the agreed TAT, NPCI shall have explicit rights to impose the Applicable Penalties as stated in Clause 11.4 hereto.

4.2.4 Manpower Requirement

The Bidder at its own costs and expenses shall provide resources for managing the CRM tool and for responding to all incoming queries, complaints and feedback, post seeking approval/consensus from NPCI. The Bidder has to estimate the number of people to be deployed for responding to queries and complaints for all platforms such as Facebook, Twitter, LinkedIn, YouTube, App store, Google Playstore, blogs, articles, media etc. of NPCI. The requisite people shall be deployed by the Bidder at it's own costs and expenses and Bidder shall solely be responsible for to adhere to / meet the necessary statutory obligations related to hiring, deployment and payments of salaries/wages to them.

4.2.5 Required Skill Set of Resources Deployed by Bidder

The required skill set of the resources deployed by the Bidder are as below:

- Should hold minimum Graduate degree in any field
- Should be qualified and experienced enough to handle the requirements of this RFP
- Should have minimum 2 years of experience of response management in BFSI/Insurance sector
- Should have good communication skills to respond appropriately
- Should have suitable experience in similar industries
- Should be proactive to resolve the customer queries within SLA

4.2.6 The Bidder shall have through background check and verification of the resources deployed by it and shall be liable for the type and quality of responses made by them. The responses made by the bidder and the resources should not cause any of the following to NPCI or the member banks:

- Threat to the brand and its image
- Any reputation risk or risk to other intangible assets
- Any instance that causes the responses to go viral for negative reasons
- Causes damage to NPCIs credibility

4.2.7 The resources as shall be deployed by the Successful Bidder shall be employees of Successful Bidder, even if they are deployed at NPCI's sites/locations if any. In no event would NPCI would be treated as Principal Employer to these resources and shall not be liable for any claims, payments to them. Successful Bidder further ensures that it shall comply with all applicable and statutory obligations related to engaging and deploying of the resources under this RFP. The Successful Bidder shall indemnify and keep NPCI indemnified from any/all claims, expenses, losses, damages, if any, raised/levied by the resources deployed by Successful Bidder.

4.2.8 Information Provided by NPCI

NPCI shall provide all relevant information to the Bidder related to the following:

- o Product and its features
- o List of frequently asked questions
- o Essential fields required for transaction issues for different products
- o Status of unsuccessful transactions
- o SLA to be defined in CRM tool
- o List of banks to be given access
- o Entities from bank and the SLA

- The resources deployed by the Successful Bidder shall use the standard set of FAQs provided by NPCI to adhere to any grievance raised by any customer. In the event there is any query of the customer which is not specifically getting covered through such FAQs, the same shall be routed to concerned stakeholders of NPCI using the CRM tool. The responses shared by the concerned stakeholders of NPCI shall be accordingly used and provided to the end customer.
- The Bidder shall be responsible to communicate across different platforms in the required form and language.
- The Bidder will be responsible for training the resources and making them adequately equipped for responding to the queries and complaints, at its costs and expenses.
- The Bidder shall monitor the performance of the resources deployed and take required initiatives for continuous improvement.

4.3 Chatbot Implementation

4.3.1 Benefits of Deploying Chatbots across Platforms

Better Response Management

We receive service requests which are very similar to each other, like queries on products, complaints on transactions etc. These mostly have a similar set of responses and can be gathered up as different sets of FAQs for different products. A chatbot can be used for responding to such consistent questions for immediate, round the clock and accurate responses to users. This in turn results in higher customer satisfaction.

Reduction of Manual Errors:

Humans are bound to change of emotions. Chatbots, on the other hand, are bound by some rules and obey them as long as they're programmed to. They will always treat a customer in the perfect way no matter how rough the person is or how foul language the person uses. This is required to deal with irate customers effectively.

Work Automation:

People tend to be less productive when given a recurring job or work. We humans usually get bored doing the same thing over and over again. Chatbots can automate tasks which are to be done frequently and

at the right time. Slack bots can automate repetitive tasks which helps in saving time and increasing productivity.

Alternate sales channel:

Chatbots can be programmed to understand the need of the user and his preferences. This can help in pitching the right kind of product feature or specific offers and merchants to the user. Chatbots can pitch the correct features and offers round the clock. Chatbots can also remember a customer's answers and can tailor their responses accordingly. This creates a personal level of service that closely mirrors human interaction.

4.3.2 *Other key benefits are as below*

Customer Support	Higher efficiencies	Diverse cases
1. Multi-platform consistency 2. Personalized answers 3. High volume Handling capacity 4. Available 24 * 7 5. Presence in the platform of the user's choice 6. Immediate answers 7. Reduced chances of errors	1. Low acquisition costs 2. Reduce the manpower required 3. Relieve congestion on other channels of contact 4. High volumes can be managed	Alternate channel to drive: 1. Offer redemption 2. App downloads 3. Explain features 4. Guide users on app usage 5. Customer experience

4.3.3 **Key Elements of Chatbot Solution**

An effective Chatbot solution should ideally cover below mentioned key elements:

Natural Learning Processing (NLP)

Chatbots are developed to communicate in machine language and normal conversation text is not understood by a bot. Traditionally when a user enters any text while trying to chat with a bot, only certain keywords are detected. The incoming text is parsed and keywords are separately treated and analyzed, much like a search engine. This often results in the bot not being able to understand the text and give wrong responses.

NLP uses knowledge of sentence structure, idioms, and machine-learned pattern recognition to try to match what you say to an "intent" which has been "classified," which means the bot has been programmed to identify certain things people want from it, and act upon them. This minimizes the chance of not understanding or misinterpreting the text entered by the bot.

Machine Learning

The machine "learns" and uses its algorithms through supervised and unsupervised learning. Supervised learning means to train the machine to translate the input data into a desired output value. In other words, it assigns an inferred function to the data so that newer examples of data will give the same output for that "learned" interpretation. Unsupervised learning means discovering new

patterns in the data without any prior information and training. The machine itself assigns an inferred function to the data through careful analysis and extrapolation of patterns from raw data. The layers are for analyzing the data in a hierarchical way. This is to extract, with hidden layers, the feature through supervised or unsupervised learning.

Chatbot Personality
A persona has to be developed for the chatbot to make the interactions more engaging and humane. The personality needs to be developed and response pattern needs to be designed in a similar way.

Sentiment
The chatbot should be able to detect the emotional polarity of the subject the human is talking about. It should be able to tell from the way the text or speech pattern is presented whether the human is angry, sad or happy.

Text structure and semantics
Related to the structure of texts, punctuation and use of spaces. This greatly differs between languages.

Semantics is the meaning of sentences or words in the associated human natural language. This section particularly deals with natural language understanding and natural language generation. The ability for the chatbot to translate any human natural language, whether its for creating a response or analyzing questions.

Languages
The bot should be capable of identifying "including and not restricting such other languages as NPCI may from time to time require the need to include" text in 13 languages i.e Hindi, English, Tamil, Marathi, Assamese, Bengali, Malayalam, Gujarati, Oriya, Kannada, Telugu, Punjabi and Urdu.

Conversational Bot
The bots deployed should be capable of having an end to end conversation with the users. The bots should not be restricting the conversation using a certain template or pattern.

Informational
The Chatbot should be able to assist users with the following:

1. 'How To' series for products
2. Product FAQs
3. Enabled Bank List
4. Offers on RuPay, UPI, BHIM etc.

User Onboarding
To help and guide non users to get on-boarded for different products of NPCI by the following:

1. Getting UPI ID
2. Using UPI apps
3. Requesting a RuPay Debit/Credit Card
4. Downloading and using BHIM App
5. 'How To' series for products
6. Using upcoming products like BBPS, RuPay Contactless, NETC, BHIM Aadhaar etc.

Sales
To increase frequency of usage for products by pushing offers and other promotional activities on different products.

Engagement

To increase engagement of users through the following:

1. Customer Feedback
2. Push Notifications
3. News and Announcements
4. Newsletter signup

4.3.4 Platforms

The platforms on which the chatbots are to be deployed are as below:

- Facebook Messenger for RuPay, BHIM, NPCI, UPI, *99#, BBPS, IMPS and other NPCI products
- Twitter Messages for RuPay, BHIM, NPCI, UPI, *99#, BBPS, IMPS and other NPCI products
- NPCI and BHIM websites
- RuPay and BHIM Microsites (such other microsites as may be developed/launched by NPCI from time to time)
- BHIM app (Any other app as may be developed / launched by NPCI from time to time)
- Platforms like Whatsapp, Hike, WeChat, Line, Skype, Telegram etc.
- E-mail

4.3.5 Objectives on Different Platforms

Details on types of conversations that are required to be done by the bot on each platform is as below:

Objectives for Facebook Messenger and Twitter:

1. To respond to general user queries about the NPCI products
2. To give information about the NPCI product offers launched / live
3. If any complaints about transaction failure etc. are logged, should be able to capture essential details for resolving the complaints
4. To give information about any ongoing brand / product campaign
5. If any feedback is entered by end user should be able to take the feedback and route it to relevant teams within NPCI through CRM solution

Objectives for NPCI Website:

1. To respond to general user queries about all NPCI and its products like **99#, AePS, BBPS, BHIM, BHIM Aadhaar, CTS, IMPS, NACH, NETC, NFS, UPI, RuPay, RuPay Contactless and others.

2. To give information about the offers live on RuPay
3. To give information on merchants live on BHIM and UPI
4. If any complaints about transaction failure etc. are logged for UPI, BHIM or RuPay should be able to capture essential details for resolving the complaints
5. The details need to be captured and forwarded to the CRM module of NPCI for providing exact response to the user about the issue
6. To give information about any ongoing campaigns
7. To give information about available job openings and how to apply for them
8. If any feedback is entered by end user should be able to take the feedback and route it to relevant teams within NPCI through CRM tool

Objectives for BBPS Website:

1. To respond to general user queries about BBPS product
2. To give information about how to use BBPS on different channels and platforms

3. To give information on entities live on BBPS
4. If any complaints about transaction failure etc. are logged for BBPS, should be able to capture essential details for resolving the complaints
5. The details need to be captured and forwarded to the CRM module of NPCI for providing exact response to the user about the issue
6. To give information to other entities for getting on-boarded on BBPS
7. If any feedback is entered by end user should be able to take the feedback and route it to relevant teams within NPCI through CRM tool
8. To guide the user for making any transactions using BBPS

Objectives for RuPay Microsite:

1. To give information about offers live
2. To route the users to redeem the offers at relevant merchant pages in case of ecommerce offers
3. To give information about card variants and asking users to request bank for a RuPay card
4. In case of RuPay credit card should be able to capture details of end customers so that we can enable banks to get in touch with the relevant customers for getting RuPay credit card
5. Database Creation: Create a database of users coming to the platform with queries about respective offers so that the end user can be targeted through other means like social media posts, mailers etc.

Objectives for BHIM Microsite:

1. To give information about BHIM and drive downloads
2. To be able to guide the end user aware about how to pay, collect and request money using BHIM
3. To be able to make user aware of other features like using languages, setting UPI PIN, scan and pay etc.
4. To inform users about merchants that are live on BHIM so that they can user BHIM at the respective merchant outlets
5. In case user wants to log any complaints about transaction failure and other issues, it should redirect the user to the Connect with Us page of the microsite

Objectives for BHIM App:

1. To have an end to end engaging conversation with users
2. To be able to guide the end user aware about how to pay, collect and request money using BHIM
3. To be able to make user aware of other features like using languages, setting UPI PIN, scan and pay etc.
4. To inform users about merchants that are live on BHIM so that they can user BHIM at the respective merchant outlets
5. To capture complaints about transaction failures and other issues and log them in the CRM tool of NPCI so that it is entered as a ticket and is resolved
6. The response given on CRM tool about the issues needs to be then provided to the end customer on the app

4.3.6 Other Responsibilities of Bidder

- Adhere to the timelines specified by NPCI for deploying of the CRM tool and Chatbot solution.
- Overall project management and responsibility for delivering the requirements of this Bid, including and not restricting to project kick-off, identifying overall project deliverables, milestones and key activities.
- Identifying, gathering and documenting requirements of NPCI and thereby and gaining sign-off of a detailed requirements document.
- Managing overall content in an efficient, consistent and accurate manner.

- All the licenses required for any Software to meet the tender document requirements have to be procured in name of NPCI.
- The audit trail logs in readable format to be provided to NPCI as and when needed.

Successful project implementation throughout the project period within agreed budget and timeframes.

4.4 Third Party Integration

The chatbots deployed at all platforms mentioned above should be capable of being integrated with the following:

1. Integration with database provided by NPCI
2. To be able to integrate with third party APIs as provided by NPCI, IVR etc.
3. To integrate with the other tools from NPCI

Mandatory requirements of the CRM and Chatbot tool, function wise

Marketing and Product

Sr No	Parameter	Details
1	Type of Inputs	Complaints, Query & Feedback
2	Originating Channels	CRM: 1. Official Social media handles: Facebook, Twitter, LinkedIn, YouTube (and non-owned chatter) 2. BHIM app 3. e-mails 4. Website: NPCI, BBPS, RuPay, BHIM (others as developed / launched by NPCI) 5. Public forums, blogs, review forums etc. 6. IVR 7. Walk in 8. Risk & Fraud Management system Chatbot: 1. Facebook Messenger for RuPay, BHIM, NPCI, UPI, *99#, BBPS, IMPS 2. Twitter Messages for RuPay, BHIM, NPCI, UPI, *99#, BBPS, IMPS 3. NPCI website and product microsites "including and not restricting such other websites/microsites as shall be developed/launched by NPCI from time to time". 4. BHIM app and other Apps developed / launched by NPCI. 5. Platforms like Whatsapp, Hike, WeChat, Line, Skype, Telegram etc. 6. Support e-mail **The solution should provide for 100 log-ins to start with.**

3	Input mode	Text, Audio and Images
4	Input capture	All mentions on above platforms should happen real time without any time lag.
5	Incident capture accuracy	The application should be able to capture all incidents across all the sources at 95% accuracy levels (only 5% misses) for first 2 months post this settle-in period the accuracy should be 100%. (Compared to NPCI analytics reports) If the accuracy is below the desired levels then the bidder will be liable for a penalty of 5% of the retainer fee for every month / quarter.
6	Other Functions	1. Auto Escalation 2. Feedback Mechanism 3. Assignment of tickets 4. Report generation
	Ticketing mechanism	1. Omni channel solution of ticketing 2. Ticket Classification: Any complaint, query or feedback from channels like, website (NPCI, BBPS, RuPay and BBPS), web forms, app, social media,e-mail etc. to be classified as a ticket 3. Assignment ability: To assign specific tickets to specific people and teams 4.SLA definition: to escalate basis agreed SLA and specific TAT defined, customisable escalation matrix 5. Ticket Routing Rules can be set 6. The agents should receive mails on their official e-mail id about the status of tickets assigned to them (tickets pending, resolved, new tickets assigned etc.) The tool to prompt the agents on pending tickets requiring their action. 7. Response should be done by agents on the platforms directly
7	Bank Involvement	1. Separate logins would be provided to different member banks if needed 2. SLA of different departments of banks to be incorporated 3. Banks should be able to receive tickets and share responses using the tool
8	Report generation	1. Report on agents' performance 2. Report on TAT, response quality, ticket categorization, ticket catering to similar issues, ticket status and other parameters 3. Proactive Analysis/suggestion basis the tickets raised 4. Segregating Bank wise Queries 5. General Trend on Queries 5. Report on inputs from different channels and performance of specific channels 6. Daily and weekly reports

9	Customer Assessment	1. To show past history of any customer and his engagement with products 2. Ability to identify the same customer on different channels and the frequency of his contact 3. Profiling of customer
10	App Performance	1. To respond to reviews on Google Playstore and App store 2. To be able to reduce TAT on app and Playstore
11	Bulk response	1. Bulk mail sending 2. Bulk SMS sending 3. Bulk response on app stores
12	Other channels	1. To be able to respond on blogs etc. 2. To be able to respond on public forums like consumer complaints etc.
13	Third Party integration	1. To be able to integrate with database provided by company 2. To be able to integrate with third party APIs, chat bots, IVR etc.
Risk Inputs		
14	Downtime and SLAs of the application	How the same shall be handled. Esp. critical cases like accounting software or Enterprise Resource Planning software downtime; But this becomes critical from end user perspective. No system downtime for the application or the components. Backup system to be in place since 1st day.
15	Information security	CRM systems contains their customer list and their information. Ensuring information security around these assets is paramount. To control environment around this to provide management a reasonable assurance from information security perspective
16	System integration	The solution should be able to integration with our existing systems(help desk system. xml, json and database. Multiple pull/push connectors should be provided) with minimal efforts / cost.
17	TCO	We have observed that customization cost moves to substantial amount. This should be kept at predictable expenses (as shall be approved by NPCI).
18	Pricing model	With the increase in business, we foresee increased usage of CRM. The pricing strategy should consider the fact that cost-saving benefits should not disappear as demand grows.
19	Storage on cloud	Many firms have been wary about the cloud as it makes it very easy for the US government to see their information. The Patriot Act has often been cited as the key concern, as it means that any data stored in the US can be taken by the government for examination. Possibility of vendor using US based cloud solution for PR / DR setup is not recommended to ensure that other countries should not view our data. **Data should be on private cloud with servers and Point-of presence being in India at all times.**

20	Exit strategy	Exit strategy of agency if NPCI plans to in house / other cloud based solution provider.
21	Data Encryption	Encryption of chatbot communication is of utmost importance and should be explained by the Successful Bidder in solution document. All data collected (Mainly the end user details like, Name, Mobile no. etc.) needs to be encrypted/ hashed with irreversible encryption as per regulation and global compliance practices.
22	Data Storage and Archival	The Bidder should explain where and how long the chat related information will be stored, how it will be used, and who will have access to it in solution document.
23	Prevention of Fraud	The Bidder should explain in the solution document on how to identify and intercept malicious chatbots deploying phishing schemes and social engineering hacks so that users do not interact with any fraudulent chatbots.
24	Code Review and Audit	Regular Code review and audit of chatbots should be done by the successful bidder and provide evidences of the same to NPCI every 3 months.

25	• Others	• The CRM system should be aligned to NPCI business processes as will be defined / updated from time to time
		• Data organization, processing, backup and recovery part should be planned and explained to NPCI by Successful Bidder
		• DR should be in 15 mins with RTO / RPO of < 30 mins.
		• Categorization to be done by vendor as a part of profiling based on the Complaints, queries and feedback received and respond accordingly
		• The below capabilities are recommended to have in the tool:
		  o Ability to find and merge duplicate contacts
		  o Ability to import/upload contacts from a previous system
		  o Integration with email clients (Ex. Outlook, Gmail)
		  o Knowledge base
		  o Live chat
		  o Surveys
		• The vendor resources deployed should be given role based access

	Operations Inputs	

26	MIS Details	For every complaint ticket should be generated and send to the respective departments at 1st level, 2nd level 3rd level of escalation if the response to the complaint is not given within TAT. Banks will be given admin right to create escalation matrix in the CRM accordingly complaints will be moved to the higher levels if the complaints are not closed within TAT. CRM should generate MIS report for banks with Total complaints received, responded and pending status.
27	MIS Analysis	**Analysis MIS from CRM:** Top banks which has more complaints (Count & Percentage) Complaints on response codes wise (Count & Percentage) Other ad hoc MIS which should be easily customised as per the requirement. Duplicate complaints (ex:- Facebook, twitter, BHIM app etc.) Single customer raising more complaints

Section 5 Technical Requirements

Technical requirements of the CRM tool and Chatbot solution are as below:

Need an ON-CLOUD solution.

	Technical Requirements
ID	**Requirements**
1	**General**
1.1	Client software for system users should be browser based or smart client based supporting Microsoft Internet Explorer/Mozilla Firefox/Google Chrome
1.2	Should provide for: - Scalability/Clustering (Workflow/Rule Engine servers) - Fail Over
1.3	system should provide APIs for interoperability of the product with other systems
1.4	provide options to integrate with middleware environments
1.5	Should be able to inter-operate with other back-office systems
1.6	The system should have a robust BCP architecture whereby no data loss should occur in case of a failure.
1.7	Should provide a console tab for monitoring the tool functionality performance and connectivity stability
2	**Architecture**
2.1	The proposed solution should be implemented as Open API compliant architecture

2.2	The proposed solution implementation should be in such a way that integration between various Line Of Business (LOB) applications must not create another interim physical database for storing or processing any transactions or data except maintaining the state of the information as per the business logic.
2.3	The proposed solution should be built on an Industry standard technology platform
2.4	The proposed solution should provide technical tools to configure & customize the technical features of the product.
2.5	The proposed solution should be based on an object model framework with technical features to review & configure each layer of the framework.
2.6	All objects involved in the delivery of the solution should be managed through a unified technical tool set
2.7	The platform should enable the extension of The proposed solution to create new objects and link the same with existing objects within the unified tool
2.8	The technical tool should support creation of all elements of The proposed solution through a user interface approach.
2.9	Configuration of user interface forms, tables, business rules, dashboards & searches should be possible in the technical tool.
2.10	User interface design should cover addition of fields, controls, tabs & grouping into flexible sets of functions on each form.
2.11	The platform should support end user personalization of key elements such as dashboards, column orders & searches.
2.12	The reporting platform used in the solution should leverage industry standard products which support basic & advanced reporting features.
2.13	The proposed solution must use reputed & proven open source stack wherever possible and should clearly mention the use of the same
2.14	The proposed solution should be implemented as Open API compliant architecture
3	**System Administration & Security**
3.1	Should provide a UI for System Administration
3.2	Should provide for remote server administration
3.3	Should support LDAP, NIS, MS Active Directory for user management
3.4	Should support single sign-on
3.5	Should encrypt user passwords
3.6	Should support archival which is automated (scheduled) by administrators
3.7	Should maintain audit trail
3.8	Should maintain log for all transactions/changes
3.9	Restricted read/write(create/update) access to menus based on user profiles
3.10	Should facilitate defining security (read, write, delete, edit) at multiple levels e.g. User, Role / Group, Menu, Menu Item, Form/Page, Field, etc.
3.11	Should maintain error log
3.12	Should maintain unique error codes

3.13	Complete and comprehensive security from unauthorized access and misuse should be available along with necessary audit trail detailing every user's activity.
3.14	Password policies should be configurable in The proposed solution.
3.15	Passwords should be stored in the database in an encrypted format
3.16	System must provide Maker/Checker facility for critical modules
3.17	System must support many levels of users
3.18	System must provide for data confidentiality/integrity
3.19	The system should be available in active mode in Primary data center & passive mode in disaster recovery site
3.20	Should ensure data synchronization between PR, HA & DR. Data should always be in synch between three systems without any lag
3.21	Should be able to restrict access by users, by groups and to specific computers as per requirement.
3.22	Should be able to protect the document / email itself during storage, transmission and while it is being used
4	**Audit Capabilities**
4.1	Should support for web based audit trail for user activities.
4.2	Should support for flexible activity searching and reporting.
4.3	Should be able to export logs as a file OR syslog for analysis, supporting log file formats such as raw, csv, etc.
4.4	Should capture all activity information as part of audit logging.
4.5	Support for a mechanism to audit information of protected content.
4.6	Bidder to allow 3rd party process and compliance audit as per NPCI requirements.
4.7	Bidder should disclose the certification / standards they comply with in the Eligibility documents and audit for same will be done every 6 months. The application / solution should comply with PCIDSS standards.
5	**Dependency on plugin or other Software**
5.1	The solution MUST not require additional software plug-ins or agents on client or server hosts.
6	**Cloud Requirements**
6.1	Solution should support virtualization.
6.2	Solution should be capable of "dynamic-Scaling", vertical and horizontal scaling.
6.3	Solution should be stateless and loosely coupled.
6.4	Solution should support FQDN.
6.5	The data center and cloud environment needs to have below considerations: - Adequate physical security controls & physical access controls to protect infrastructure on which solution is hosted (which includes below but not limited to) a. Segregated areas inside data center b. Multi factor role based physical access controls c. Employee background checks d. Other physical security controls like visitor management etc.
6.6	The data center and cloud environment needs to have below considerations:

	Adequate physical security controls & physical access controls to protect infrastructure on which solution is hosted (which includes below but not limited to) a. Segregated areas inside data center b. Multi factor role based physical access controls c. Employee background checks d. Other physical security controls like visitor management etc.
6.7	Adequate network security & logical access control on the network level (which includes below but not limited to) a. Firewall between network segments b. Intrusion detection and intrusion prevention c. Protection against denial of service
6.8	Adequate logical access control on system, cloud management and virtualization level (which includes below but not limited to) a. Micro segmentation at VM level b. Hypervisor privilege access control and monitoring
6.9	Adequate security controls on system, cloud management and virtualization level (which includes below but not limited to) a. VM encryption b. Automatic VM snapshot, backup & migrations
6.10	Adequate security controls on application and data level a. Application hardening against OWASP top 10 vulnerabilities b. Field level encryption in database
7	**Reporting**
7.1	The business intelligence capabilities must cut across all modules in the CRM application with integrated reporting and analytics.
7.2	The proposed solution must provide an integrated reporting tool for new reports to be created as required.
7.3	The proposed solution must have comprehensive reports for various activities in CRM.
7.4	Additional reports or changes to existing reports must be easily created by end users and should not require major effort from IT department.
7.5	Reports must have restricted access based on user responsibility.
7.6	The solution MUST have the capability to provide centralized reporting
7.7	The solution MUST support SSL for access to the management web GUI
7.8	The solution MUST have the capability of reporting information on an hourly, daily, weekly, or monthly basis.
7.9	The solution MUST include a comprehensive logging capability to log all the system events
7.10	All reports MUST be exportable in CSV format and PDF format
7.11	The reports content SHOULD be user-selectable
7.12	The solution MUST be able to perform time synchronization (NTP, etc.)
7.13	The solution MUST provide one common interface to access both user-level performance analytics and administrative platform functions
8	**Analytics**
8.1	The proposed solution must provide CRM analytic capabilities that provide complete scenario analysis to measure the effectiveness of current activities and generate performance details.

8.2	The proposed business intelligence must provide a set of pre-built dashboards which can be easily configured to meet specific requirements
8.3	Pre-built dashboards should include key operational metrics for executive, sales, service and marketing
8.4	Example of prebuilt dashboard such as Issue dashboard
8.5	The integrated business intelligence analysis and dashboards must have restricted access based on user responsibility.
8.6	The proposed business intelligence must be able to drill down from the summary level to the transaction level details.
8.7	The proposed solution must be capable of incorporating KPIs which can be assessed during appraisal and can be monitored and tracked by authorized users enterprise wise.
8.8	The proposed solution must provide these KPIs monitoring in scorecards formats with advanced controls such as traffic light, gauge and meters to track achievement status.
9	**Storage requirements**
9.1	The solution MUST be able to store the historical captures for a minimum period of 60 days. All incidents above this date range can be achieved for retrieval when required.
9.2	The solution MUST have a minimum of 1 TB storage capacity and should be scalable
9.3	The solution MUST be capable of having built-in storage as well as the ability to use the storage over the network or extended storage
9.4	The solution MUST provide security for data collected
9.5	The solution MUST have store all data locally
9.6	The solution SHOULD provide storage resiliency (ex - hot-swappable drives, RAID5/ RAID 6, etc.)
9.7	The solution MUST have the capability to mask the card information available in the captured data when it is stored
9.8	The solution MUST include all the required database licenses required for storing the data captures
9.9	The stored data MUST NOT be readable by any other means other than the management console
10	**Languages for the Chatbot**
10.1	Hindi, English, Tamil, Marathi, Assamese, Bengali, Malayalam, Gujarati, Oriya, Kannada, Telugu, Punjabi and Urdu.
	The resources team employed by the bidder should be proficient in Hindi, English, Tamil, Malayalam, Marathi, Telgu, Kannada (including and not restricting such other language(s), if any, as shall be informed by NPCI from time to time).
11	**Mobile Support**
11.1	Solution should allow recipients to access the system on mobile devices and this should be configurable.
11.2	Support for i-pad, Android, blackberry, windows iOS smartphones and tablets.
11.3	iOS app, android app, windows app etc. required should be available for free.

Section 6 Other Information Related to Scope of Work

- The Successful Bidder responsible for the implementation of CRM tool and Chatbot solution must be available at NPCI Mumbai office on a short notice for support services.
- The deployment of the CRM tool and Chatbot solution with procurement of relevant licenses within NPCI premises shall be done within the timelines as shall be conveyed by NPCI to the Bidder from at the time of deploying the CRM tool and Chatbot solution.
- Application Security assessment needs to be done before accepting the application for NPCI use

Project Plan

The kickoff meeting shall be held with the successful Bidder and relevant stakeholders of NPCI, post grant of the Bid as per the process laid down herewith. The successful Bidder shall be required to submit the detailed project plan and requirement document post the kickoff meeting, which will include all the requirements, such as defined timelines for each stage of implementation detailed in, technical specifications of CRM tool and Chatbot solution, functional specifications of CRM tool and Chatbot solution, proposed hardware and software licenses with DR Solution, backup solution, project lifecycle details, workflow, etc. It would be confirmed and signed off by relevant stakeholders in NPCI.

On-site Training

The Bidder shall provide (a) One time onsite full-time training for 10 days to NPCI and member bank personnel, in three batches of maximum 15 participants in each batch, and shall train them on the overall workflow of the developed solution; (b) One time training to the backend teams of NPCI like Technology, Cloud, Network etc. on technical aspects of the CRM tool and Chatbot solution. The Successful bidder shall make all arrangements for providing training. The training shall inter alia, cover software training on the CRM tools and Chatbot solution / technology used etc . The instructions and operations manual shall also be provided to NPCI and member banks attending the training. Training and course schedule will be decided mutually between the Successful Bidder and NPCI.

Four years technical support

The bidder shall provide four year technical support to address, analyze and fix any technical glitches within the existing features including change management. This would start after successful go-live and subsequent signoff by NPCI Stakeholders. The scope of technical support includes rectification of errors within the already developed solution. Any changes would be incorporated in form of change requests. The bidder to provide per man day cost for any new enhancements, change requests etc. required by NPCI.

Single Point of Contact

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

Section 7 Eligibility Criteria

7.1 Pre-requisites

a. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. The Bidder should also possess

the technical know-how and the financial wherewithal that would be required to complete the scope of work. The Bid must be complete in all respects and should cover the entire Scope of Work as stipulated in the document. Bidder not meeting the Eligibility Criteria (NPCI's sole discretion being binding) will not be considered for further evaluation.

b. The Bidder should be competent to provide both the solutions (CRM & Chatbot); in the event the Bidder is not able to provide both the solutions the Bidder should endeavor to have strategic tie ups with such other vendor who is competent to provide the solution which the Bidder is not able to provide as per the Scope of Work of the RFP. The Bidder tying up with the other vendor (with-in or outside India) shall be considered as the Principal Bidder who would provide the complete holistic solution (CRM & Chatbot) to NPCI as per Scope of Work of the RFP, who would be the one point contact for NPCI.

c. The Principal Bidder shall be solely responsible for providing the complete solution to NPCI. Further such Principal Bidder shall at all times ensure that no lacuna/deficiency/shortcoming of any nature is faced by NPCI due to such strategic tie up. The Principal Bidder shall indemnify NPCI for and against any claims/losses/damages/expenses, if any, claimed or levied on NPCI by any third party or vendor with whom the Bidder will have strategic tie up to meet the purpose of the RFP.

d. For purpose of abundant clarity, the Bidder/Principal Bidder interchangeably as the case may be shall be read and interpreted as Bidder.

7.2 Eligibility Criteria

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. Bidder not meeting the **Eligibility Criteria** will not be considered for further evaluation. The invitation for engaging agency for Implementing CRM and Chatbot Solution for NPCI is open to all Bidders who qualify the Eligibility Criteria as given below:

1. The Bidder should be a Company registered under the Companies Act/ Partnership / LLP since the last three years.
    a) In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.
    b) In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.

2. The Bidder should have minimum annual turnover of INR 5 Crores and should have reported profits (profit after tax) as per audited financial statements for any two out of last three Financial Years (one of which shall be the latest financial year, though unaudited). In case of a JV / Consortium / Strategic partnership, the Principal Bidder should have reported profits as per above criteria.

    a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

    b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

3. In case the bidder is a start-up / SME registered under MSME program, it can avail concession in the eligibility criteria as per Sr. No. 2 above for one financial year. However, in such scenario, the criteria shall apply only for audited financial statements.
4. The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
5. The Bidder should be authorized to quote for the OEM products and support.
6. The Bidder must provide reference of two clients for whom the Bidder has implemented CRM and Chatbot solution respectively in the last two years.

7.3 Eligibility Criteria Response Sheet

The Bidders should complete the Eligibility Criteria Response Sheet as given in Annexure – A 5.

Failure to provide the desired information and documents may lead to disqualification of the Bidder.

Section 8 – *Instruction to Bidders*

8.1 The Bidding Document

- RFP shall mean Request for Proposal.
- Bid, Tender and RFP are used to mean the same.
- The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

8.2 Cost of Bidding

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

8.3 Content of Bidding Document

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

8.4 Clarification of Bidding Documents

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. The replies/clarifications will be uploaded on NPCI's website/tenders.

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)

8.4.1 Replies to all the clarifications, modifications received through mail and email will be shared with the Bidders on email. Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.

8.4.2 NPCI may in its sole and absolute discretion, call for a pre-bid meeting (if required), with the Bidders providing notice of 48 hours.

8.5 Amendment of Bidding Documents

8.5.1 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, in its sole and absolute discretion, amend the Bidding Documents.

8.5.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be put up on the NPCI website and advised to the Bidder via e-mail. Addenda would be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

8.5.3 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.

8.5.4 From the date of issue, the Addenda to this RFP tender shall be deemed to form an integral part of the RFP.

Preparation of Bid

8.6 Bid Price

Prices should be in Indian Rupees and i all cost exclusive of all taxes, if any, which will be paid extra, at actuals on production of original tax invoices in name of National Payments Corporation of India. The Taxes, if any, shall be shown separately in the format attached herewith as Anenxure – C1.

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.

8.7 Earnest Money Deposit (EMD)

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

No interest will be paid on the EMD.

8.8 Return of EMD

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

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

8.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

1. Bidder withdraws its bid before opening of the bids.

2. Bidder withdraws its bid after opening of the bids but before Notification of Award.

3. If the information provided by the Bidder is found to be incorrect.

4. Selected Bidder withdraws its bid / proposal before furnishing Performance Guarantee.

5. Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.

6. Successful Bidder fails to accept the Purchase Order within five days from the date of receipt of the Purchase Order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

7. Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution/award of the RFP. In such instance, NPCI at its discretion may cancel the Purchase Order placed on the selected Bidder without giving any notice.

8.10 Period of Validity of Bids:

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

8.11 Extension of Period of Validity

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

8.12 Format of Bid

The Bidders shall prepare one hard copy (Marked as 'ORIGINAL') and one soft copy of the Technical Bid marking it as "Technical Bid-Soft copy".

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

8.13 Signing of Bid

8.13.1 The Bid shall be signed by Bidder or any person or persons duly authorized to sign on behalf of the Bidder.

8.13.2 All pages of the bid, except for printed instruction manuals and specification sheets shall be initialized by the Bidder or person or persons authorized by the Bidder to sign the bid.

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

8.13.4 The bid shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to the RFP/contract.

8.13.5 Such authority (as stated in this Clause 9.13, including and not restricting anywhere elsewhere stated in this RFP) shall be either in the form of a written and duly stamped Power of Attorney (Annexure G) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

8.14 Envelope Bidding Process

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

8.14.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as *'Request for Proposal (RFP)* for Engaging Agency for Implementing CRM and Chatbot Solution for NPCI

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

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

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

8.15 Contents of the 3 Envelopes:

Envelope A - Eligibility Bid

The following documents shall be inserted inside Envelope A:

1. Bid Cost in the form of Demand draft/Pay order
2. Bid Earnest Money in the form of Demand Draft - Annexure A1 **OR** Bid Earnest Money in the form of Bank Guarantee – Annexure A2
3. Performance Bank Guarantee – A3
4. Bid Offer form (without price) – Annexure A4
5. Bidder Information – Annexure A5
6. Declaration of Clean Track Record – Annexure A6
7. Declaration of Acceptance of Terms and Conditions – Annexure A7
8. Declaration of Acceptance of Scope of Work – Annexure A8
9. Power of Attorney for signing of bid – Annexure A9
10. Eligibility Criteria Matrix – Annexure A 10
11. Last three years audited Balance Sheet and Profit and Loss Statements.
12. RFP document duly sealed and signed by the authorized signatory on each page
13. Credential documents of Bidder
14. Customer reference - All necessary supporting documents
15. Details on authorization to quote for OEMs

Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

1. Technical Compliance Sheet – Annexure B1
2. Client reference – Annexure B2
3. Line item wise Price - Annexure B3- Price masked
4. CVs of the team allocated to NPCI account as per the format attached in Annexure B4.
5. The solution document for all components which would include procuring relevant software with the detailed steps for implementation including the project plan on how the CRM and Chatbot solution would be implemented.
6. CD which includes all the above information.

Envelope C - Commercial Bid

1. Price Format – Annexure C1
2. Commercial Bid Form– Annexure C2
3. Non-Disclosure Agreement-C3

8.16 Bid Submission:

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

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

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

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

All prices shall be expressed in Indian Rupees only.

The bid shall be in English Language.

8.17 Rejection of Bid

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

Note: No bid shall be rejected at bid opening, except for late bids

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

8.18 Deadline for Submission of Bid

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

8.19 Late Bid

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.

8.20 Modifications and Withdrawal of Bids

8.20.1 Bids once submitted will be treated, as final and no modification or withdrawal thereof is permissible. No further correspondence will be entertained on this, since any further correspondence is liable to disqualify the Bidder and his Bid.

8.20.2 No Bid will be modified after the deadline for submission of Bids.

8.21 Right to Reject, Accept/Cancel the bid

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

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

8.22 RFP Abandonment:

NPCI may at its discretion abandon the RFP process any time before the issuance of Purchase Order.

8.23 Bid Evaluation Process:

The Bid Evaluation will be carried out in 3 stages:

Stage 1 – *Envelope A*: Eligibility Criteria will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility will be considered for further evaluation.

Stage 2 – *Envelope B*: Bidders who have submitted all the documents related to technical evaluation and cleared eligibility criteria will be invited for a presentation and Bidders scoring minimum of 50% will be eligible for commercial evaluation. If number of qualified Bidders are less than two, then NPCI reserves the right to reduce minimum required score to 40%.

Stage 3 – *Envelope C:* Commercial bids of the Bidders who qualify in the technical evaluation would be opened and evaluated.

NPCI will continue with the processes for bid evaluation and selection of successful Bidder even if only one bid is received or only one bid qualifies after technical evaluation.

8.24 Contacting NPCI:

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 by seeking such clarifications from an authorized person. Any attempt to contact NPCI with a view to canvas for a bid or put any pressure on any official of the NPCI may entail disqualification of the concerned Bidder or its Bid.

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Section 9 – *Bid Opening*

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9.1 Opening of Bids:

Bids will be opened in 3 stages:

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

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

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

9.2 Eligibility bids

9.2.1 NPCI will open Envelope 'A' in presence of Bidder's 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.

9.2.2 The representatives of the Bidder have to produce a valid authorization from the Bidder, as is more particularly contained and provided elsewhere in this RFP to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.

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

9.3 Opening of Technical Bids

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

9.3.2 The representatives of the Bidder have to produce an authorization from the Bidders (as contained and provided elsewhere in this RFP) and Identity Card to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidder or Bidders' representative(s) is/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.

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

9.4 Commercial Bids

9.4.1 The commercial bids of technically qualified Bidder only will be opened.

9.4.2 Only those Bids that are technically qualified will be eligible for opening of commercial bids i.e. Envelope 'C' and such Bidders will be intimated the date, time and address for opening of Commercial Bids.

9.4.3 The representatives of the Bidder have to produce an authorization from the Bidder and Identity Cards to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidder or Bidder representative(s) is/are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.

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

Section 10 - *Bid Evaluation*

10.1 Preliminary Examination:

10.1.1 Bid will be invited only from Bidder that have been qualified by the Technical Committee of NPCI under the guidance of the NPCIs committee of executives.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 Envelope A will be evaluated first and those who fulfill the eligibility criteria will be eligible for technical evaluation

10.1.6 NPCI may interact with the Customer references submitted by Bidder, if required.

10.2 Evaluation of Technical Bids

Compliance to technical specifications as specified in the RFP.

Scoring of the Technical Bids will be of 200 marks.

It is divided in two parts:

- Evaluation scoring matrix - 100 marks (Clause 11.3)
- Presentation in person - 100 marks

NPCI will form an Evaluation Committee to evaluate the applicants for the Empanelment of Agency. Technical bid has to be submitted in the following formats to the NPCI.

NPCI will call for a presentation (intimation will be sent to eligible Bidders) on the proposal submitted from the shortlisted Bidders. The Evaluation Committee will review the application of all shortlisted agencies on

the basis of the following broad parameters and the presentation of the applicant must consist the details in Part C of the Scoring Matrix of clause 11.3.

Bidder scoring more than or equal to 75% will be technically qualified and eligible for commercial bid opening.

10.2.1 If number of qualified Bidders is less than two, then NPCI reserves the right to reduce minimum required score from 75% to 65%.

10.2.2 Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.

10.2.3 If required, NPCI may interact with the Customers, whose references have been submitted.

10.3 Scoring Matrix

Technical Evaluation		
Description		**Score**
Part – A		**50**
1	Bidder credentials	
2	Designing and functional Requirements compliance	
3	Team suggested for implementation of solutions	
4	No. of tickets/reviews/mentions to be handled per resource per day	
5	Data analytics and reports	
Proposed Solution Part – B		**50**
6	Technical specification compliance	
7	Architecture of Solution	
8	Ease of operations and extension to other platforms for the proposed solution.	
9	Scalability of proposed solution	
10	Integration with 3rd party APIs, internal platforms	

		RFP Presentation Part – C	100
1		Credentials, team structure, manpower details etc.	
2		Solution proposed with architecture, functional and technical requirements	
3		Case studies of live CRM implementation	
4		Demo of live chatbots	
5		Accuracy of responses of chatbots and resources	
6		Data analytics and reports	
7		Quality Control and Assurance	
8		Q and A	
Total Score of Parts - A, B and C			**200**

10.4 Evaluation of Commercial Bids

- Commercial bids of only the technically qualified short-listed Bidders will be opened and evaluated.

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

    o Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

    o 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.

    o 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.

10.5 Successful Evaluated Bidder

After completing internal approval process, Bidder whose bid price is the lowest will be declared as successful evaluated bidder, who will be called L1 Bidder. NPCI reserves the grant the bid to 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.

The Bidder whose bid price is the lowest will be declared as successful evaluated bidder, who will be called L1 Bidder.

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Section 11 – *Terms and Conditions*

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11.1 Notification of Award/Purchase Order

11.1.1 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 Bidder.

11.1.2 Selected Bidder shall furnish within 14 days of the Notification of Award the Performance Bank Guarantee to NPCI from a scheduled Bank in India.

11.1.3 Upon the successful Bidder furnishing the Performance Bank Guarantee, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

11.1.4 Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.

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

11.2 Taxes and Duties

11.2.1 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.

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

11.2.3 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.

11.3 Terms of Delivery

11.3.1 Bidder shall also update necessary Patches and should support the software for the period of five years from the date of commissioning and/ or acceptance of the entire system, whichever is later. Any defective software supplied by Bidder shall be replaced by Bidder at no additional cost to NPCI, including all incidental cost like the upgrades, new releases (Minor/major) versions; bug fixes etc. for system software will be supplied to NPCI at no extra cost, with the necessary documentation during warranty period of one year and AMC period of 4 years.

11.3.2 At each stage of implementation the bidder is required to take approval from NPCI. Approvals would be given on workflow, designing of solution, flow of the information etc. by NPCI. Bidder might have to make changes at each level of approval without charging any extra cost apart from mentioned in the Purchase order.

11.3.3 Indicative Schedule

Major Activities S.no.	Milestone	Deliverables (Incremental Weeks)
1	Acceptance of Purchase Order by the bidder	T*
2	Designing and Submission of Wireframe designs for CRM & Chatbot solution	T + 2
3	Procurement of relevant software with licenses including detailed project roadmap for implementation	T+7
4	Approval of wireframe and any changes/ modifications thereof	T + 9
6	Product Customization and System integration testing	T+ 13
7	User Acceptance Testing	T+14
8	Quality Assurance and 3rd Party Security Audit with bug fixing	T + 19
9	Deployment & pilot run	T + 21
10	Uploading & Hosting and Handover to NPCI	T +24
11	Annual Maintenance of CRM & Chatbot solution	After one year expiry of warranty for software.
12		

11.4 Penalty for default in delivery

11.4.1 If the Bidder does not deliver the entire CRM and Chatbot solution, as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.

11.4.2 In case the delay exceeds 10 days beyond the stipulated delivery period of RFP, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.

11.4.3 Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the penalty, if any, accruing to NPCI, as above, from any amount payable to the Bidder, as per this RFP.

11.5 Term of Order

The term of the Purchase Order would be 5 years and the Successful Bidder shall ensure to provide the CRM and Chatbot solution as per the timelines provided by NPCI.

11.6 Acceptance of Purchase Order

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

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

11.7 Performance Bank Guarantee

The Successful Bidders shall submit Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order, valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG) as per statutory provisions in force, within 14 working days of receipt of Purchase Order.

11.8 No Damage of NPCI Property

Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the terms of this RFP. 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.

11.9 Liquidated Damages

Due to negligent act of the Bidder, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder shall agree to pay such liquidated damages of 5% of the total value of the Purchase Order as shall be raised by the successful Bidder.

11.10 Termination of Purchase Order

a. For Convenience: NPCI by written notice sent to Bidder may terminate the RFP/contract 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/contract is terminated and the date upon which such termination become effective

b. For Insolvency: NPCI may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.

c. For Non-Performance: NPCI reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year) to maintain the service level prescribed by NPCI.

11.11 Resolution of Disputes

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

1. Each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint a third arbitrator who shall act as the presiding arbitrator.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of presiding Arbitrator shall be final and binding upon NPCI and Bidder.
4. The cost and expenses of Arbitration proceedings will be paid as determined by presiding Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

11.12 Applicable Law

The RFP, Purchase Order and Contract to be executed between NPCI and successful Bidder shall be governed and interpreted in accordance with the laws of the Union of India and shall be subject to exclusive jurisdiction of courts at Mumbai, India.

11.13 Warranties and Maintenance

11.13.1 The Bidder represents and warrants that neither the Bidder nor its resources (as shall be deployed by the Bidder) does not and will not knowingly: (a) violate any law or regulation,; (b) be defamatory or trade libelous; (c) be pornographic or obscene; or (d) contain any viruses, Trojan horses, worms, time bombs or other computer programming devices which are intended to damage a user's system or data or prevent the user from using same.

11.13.2 The bidder further represents and warrants that (a) it will use commercially reasonable efforts to ensure that the CRM tool and Chatbot solution will substantially meet the requirements of NPCI conform to the Acceptance Criteria (b) there is no outstanding contract, commitment, or agreement to which the Bidder is a party or legal impediment of any kind known to the Bidder which conflicts this RFP or might limit, restrict or impair the rights granted hereunder. (c) the CRM tool and Chatbot solution shall be error free.

11.13.3 If the CRM tool and Chatbot solution infringes a presently existing proprietary right of a third party and the claim is based to any extent upon an alleged infringement by any portion of CRM tool and Chatbot solution, the Bidder, with respect to the claim pertaining to the CRM tool and Chatbot solution, shall indemnify and defend such claim at its expense and pay any costs or damages, including any attorney's fees and/or expert witness or consulting fees, that may be incurred or finally awarded against NPCI.

11.13.4 The Bidder's liability to NPCI for any reason and upon any cause of action, whether sounding in tort, contract, or any other legal theory, shall at all times be unlimited.

11.13.5 The entire solution shall have the comprehensive On-site warranty of 12 months from the date of installation.

11.13.6 If during the Warranty Period any bugs are found in the solution, they shall promptly be rectified or rendered by Bidder at its own cost on the request of NPCI.

Maintenance: The Bidder has to provide AMC Support for Four Years after expiry of warranty period of One year.

Resolution Service Level Agreement (SLA) during Warranty and AMC: The reported issue will be classified as High / Medium / Low by NPCI.

• **High level issue:** to be attended and resolved within 04 working hours from the time of reporting.

• **Medium level issue: to** be attended and resolved within 12 working hours from the time of

• **Low level issue:** to be attended and resolved within 24 working hours from the time of reporting.

Any Failure to resolve the issue within stipulated time will render the Bidder liable for levy of liquidated damages @Rs. 100/- per working hour subject to a maximum of Rs.10,000/- for high level issue/ Rs.5,000/- for medium level issue / Rs. 2,000/- for low level issue. The liquidated damages, if any, shall be deductible from the quarterly payment during annual maintenance period.

The bidder should also address appropriate automated backup solution. The bidder needs to ensure that the backup solution being proposed and implemented has ease in restoration of data wherein required.

11.14 Payment terms

The Payment will be divided in 2 broad categories i.e. **Capital Expenditure** including License costs, software development and coding, set-up and equipment costs and the **Operational Expenditure** including manapower, AMC and servicing. The bidder needs to bifurcate costs accordingly for each year (for 5 years) while submitting the Commercial proposal. For the capital expenditure, 30 % of the payment shall be released after UAT, 60% after 'Go Live' and balance 10% shall be released after 3 months from the date of installation of software. The Billing may be raised accordingly. The billing should be compliant to GST requirements for input availability as and when notified by Government. The Operational cost for the 1st year will be paid every quarter post go live date.

11.15 AMC of Application Software / Work Product (CRM tool & Chatbot solution)

The payment of software support for CRM tool and Chatbot Solution for a period of 4 years after expiry of the warranty period of 1 year shall be payable quarterly in arrears. Payment of AMC charges software shall be made quarterly in arrears during 2nd, 3rd, 4th and 5th years. The quarterly invoices along with call log sheets/change requests sheet duly certified by the authorized officials of NPCI should be submitted within 10 days of the last day of the relevant month.

PAN card details need to be furnished before claiming payment.

Price shall remain fixed for the period of the project (CRM and Chatbot solution) period from the date of issuance of Purchase Order. There shall be no increase in price for any reason whatsoever. Therefore no request for any escalation of the cost / price shall be entertained. NPCI reserves rights to place repeat order during the price validity.

11.16 Exit clause

If the agreement between NPCI and the selected bidder falls apart / is cancelled due to any reason during the project period, the bidder needs to create a clear exit plan containing the exit fees for each year where the asset ownership is transferred to NPCI in a mutually agreed timeline. The exit fees will be calculated considering WDV @ 25% every year.

11.17 Renewal of contract

NPCI has the right to renew the contract with the selected Bidder after the project term at its sole discretion. If the bidder is not in apposition to support the project after expiry of the project period (5 years), they will give NPCI 6 months notification for making alternative arrangements.

11.18 Intellectual Property

11.18.1 NPCI is and will be the sole and exclusive owner of all right, title and interest in and to CRM and Chatbot solution, including all Intellectual Property Rights **for the solution created for NPCI therein.** In furtherance of the foregoing, the Bidder agrees that the Bidder shall, and hereby does, immediately on its creation, assign, transfer and otherwise convey to NPCI, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to such CRM and Chatbot solution, including all Intellectual Property Rights therein. Bidder shall, and hereby does, irrevocably waive, and shall cause the Bidder's resources/personnel to irrevocably waive in signed written instruments acceptable to NPCI any and all claims such bidder's resources/personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the CRM and Chatbot solution.

11.18.2 Bidder shall, and shall cause all Bidder resources/personnel and permitted subcontractors to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by NPCI to effectuate or otherwise as may be necessary for NPCI to prosecute, register, perfect or record its rights in or to any CRM tool and Chatbot solution or any Intellectual Property Right therein. The Bidder shall be solely responsible for all the acts attributed by its resources/personnel and permitted subcontractors. The Bidders resources/personnel and permitted subcontractors shall be governed and confined to adhere to the similar confidential obligations as the Bidder has agreed and consented. Bidder hereby appoints NPCI as Bidder's attorney-in-law with full irrevocable power and authority to take any such actions and execute any such documents if bidder refuses or, within a period deemed reasonable by NPCI, otherwise fails to do so.

11.18.3 Bidder shall indemnify, defend and hold harmless NPCI and NPCI's officers, directors, employees, agents, successors and assigns (each, a **"NPCI Indemnitee"**) from and against all any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including [reasonable] attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, that are incurred by a NPCI Indemnitee, arising out of or resulting from any claim, suit, action or proceeding (each, an **"Action"**) alleging that the CRM tool and Chatbot solution is found to be infringing or if any use of such tool or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim.

11.18.4 The Bidder and its subcontractor must own the responsibility to transfer the Intellectual Property Rights (IPS) to NPCI for the solution created including the source code, documentation, customizations, strategy, policies, guidelines, rules and regulation etc., done for NPCI. NPCI will have the sole and exclusive right to this IPR.

11.18.5 Bidder shall, at its option and sole cost and expense:

(b) modify or replace the materials that infringe or are alleged to infringe (**"Allegedly Infringing Materials"**) to make the Website and all of its components non-infringing while providing fully equivalent features and functionality. If neither of the foregoing is possible notwithstanding Bidder's [best/commercially reasonable] efforts then bidder may request to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that bidder shall refund to NPCI

(i) all amounts paid by NPCI in respect of such Allegedly Infringing Materials [and any other aspects of the Website that NPCI cannot reasonably use as intended under this RFP]; and

(ii) In any case, at its sole cost and expense, secure the right for NPCI to continue using the Infringing Materials for a transition period of up to 12 (twelve) months to allow NPCI to replace the affected features of the Website without disruption. The foregoing is in addition to, and not in lieu of, all other remedies that may be available to NPCI under this RFP or otherwise, including but not limited to NPCI's right to be indemnified for such Actions.

11.18.6 All Software licenses would be procured by the bidder in the name of NPCI. Bidder shall provide warranty for software for a period of one year from the date of commissioning or acceptance of the entire system, whichever is later and 2nd, 3rd, 4th and 5th year Annual maintenance support from the date of expiry of warranty. Bidder shall also update necessary Patches and should support the software for the period of five years from the date of commissioning and/ or acceptance of the entire system, whichever is later. Any defective software supplied by Bidder shall be replaced by Bidder at no additional cost to NPCI, including all incidental cost like transport costs, etc. the upgrades, new releases(Minor/major) versions; bug fixes etc. for the system software will be supplied to NPCI at no extra cost, with the necessary documentation during warranty and AMC period.

11.19 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure C3 hereof.

In the event of disclosure of Confidential Information to a third party in default of the provisions of this Clause, Bidder the defaulting party shall use all reasonable endeavors to assist NPCI the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

Bidder obligations under this Section shall extend to the non-publicizing of any dispute arising out of this RFP.

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

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

11.20 Indemnity

The Bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the Bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the Bidder, employment claims of employees of the Bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would also include court or arbitration awarded damages and all indirect, consequential and incidental damages and compensation levied upon NPCI.

11.21 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.

11.22 Compliance with Labour Law.

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

The resources as shall be deployed by the Bidder shall be employees of Bidder, even if they are deployed at NPCI's sites / locations, if any. In no event would NPCI would be treated as Principal Employer to these resources and shall not be liable for any claims, payments to them. Bidder further ensures that it shall comply with all applicable and statutory obligations related to engaging and deploying of the resources under this RFP. The Bidder shall indemnify and keep NPCI indemnified from any/all claims, expenses, losses, damages, if any, raised/levied by the resources deployed by Bidder.

11.23 Replacement of Resources

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

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

11.24 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

11.24.2 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.

11.24.3 Liquidated Damages: The parties hereby agree that if due to negligent act of the Bidder or non-fulfillment of any obligations under the Purchase Order, NPCI suffers any losses or incurs damages the Bidder would be fully liable to unlimited liability.

11.25 Force Majeure

11.25.1   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 RFP is the result of as 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. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

11.25.2   If force majeure situation arises, the Bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Bidder shall continue to perform its obligations under the RFP as far as possible. If the Event of Force Majeure shall continue for more than twenty 20 days either party shall be entitled to terminate the RFP at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

11.26 Fraudulent and Corrupt Practice

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

Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution.

NPCI reserves it right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the RFP.

11.27 Order Cancellation

NPCI reserves its right to cancel the order in the event of one or more of the following situations;

i. Delay in customization / implementation / installation beyond the specified period as set out in the RFP/Purchase Order before acceptance of the CRM solution; or,

ii. Serious discrepancy in the quality of service/ functionality of software expected during the implementation, rollout and subsequent maintenance process.

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

In case of order cancellation, any payments made by NPCI to the Bidder for the CRM tool and Chatbot solution 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 RFP / Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.

NPCI further reserves its right to levy a penalty equivalent to the Bid Amount, in the event it is ascertained / brought to the knowledge of NPCI, that Bidder has made any statement and/or submitted any document which turns out to be false, incorrect and/or misleading and/or conceals or suppresses any material information.

11.28   Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

The Chief Executive Officer
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 BIDDER).

Section 12 - Documents forms to be put in Envelope A

Annexure A1 - Bidder's Letter for EMD

To

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

Subject: NPCI/RFP/2017-18/BD/06 dated 12.09.2017 **for** *Engaging Agency for Implementing CRM and Chatbot Solution 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. _____ (Rupees _____). This EMD is as required by clause 5.8 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Printed Name:
Designation:
Seal:
Date:
Business Address:

Annexure A2 - Bid Security (Bank Guarantee)

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

National Payments Corporation of India: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that_____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____under RFP No. NPCI/RFP/2017-18/BD/06 dated 12.09.2017

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs.1,00,000/-(INR One lakh only) upon

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

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

(b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

(a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.

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

_____

[Signature]

Annexure A3 - Performance Bank Guarantee
(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 Bank Guarantee No:
We have been informed that--------------------(hereinafter called "the Supplier") has received the purchase order no. "-------------------" dated --------------- issued by National Payments Corporation of India (NPCI), for -- (hereinafter called "the Purchase Order").

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

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

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

Notwithstanding anything contained in the foregoing:
The liability of -------------- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----------(Amount in figures and words).
This bank guarantee is valid upto -------------------.
The liability of ---------- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within twelve months from the date of the expiry of the validity period of this Bank Guarantee.
Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ---------- (Bank)-- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ------------------ (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and --------------- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.
This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

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

{Signature of the Authorized representatives of the Bank}

Annexure A4 - Bid Offer Form (without Price)
(Bidder's Letter Head

OFFER LETTER

Date:

To

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

Dear Sir,

Subject: NPCI/RFP/2017-18/BD/06 dated 12.09.2017 **for** *Engaging Agency for Implementing CRM and Chatbot Solution 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 of this RFP.

3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.

4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for NPCI and its Associates.

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

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

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.

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

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____dated _____ drawn in favor of "National Payments Corporation of India" or Bank Guarantee valid for ____days for an amount of Rs   (Rs. ___Lakhs only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure A5 - Bidder Information

		Details of the Bidder		
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd/ LLP)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
5	Permanent Account Number (PAN)			
6	GSTIN number			
7	Name & Designation of the contact person to whom all references shall be made regarding this tender			
8	Telephone No. (Cell Number and Landline # with STD Code)			
9	E-Mail of the contact person:			
10	Fax No. (with STD Code)			
11	Website			
	Financial Details (as per audited Balance Sheets) (INR in Cr)			
12	Year	2015-16	2016-17	2017-18 (if available)
13	Net worth			
14	Turn Over			
15	Profit after Tax			

<p align="center">Annexure A6 - Declaration for Clean Track Record</p>

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for NPCI/RFP/2017-18/BD/06 dated 12.09.2017 for *Engaging Agency for Implementing CRM and Chatbot Solution for NPCI*. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Annexure A7 - 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,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for NPCI/RFP/2017-18/BD/06 dated 12.09.2017 *Engaging Agency for Implementing CRM and Chatbot Solution 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 A8 - 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/2017-18/BD/06 dated 12.09.2017 *Engaging Agency for Implementing CRM and Chatbot Solution 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 A9 - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for NPCI/RFP/2017-18/BD/06 dated 12.09.2017 *Engaging Agency for Implementing CRM and Chatbot Solution for NPCI.*

In response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2017.
For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)
(Name Designation)
Date:
Business Address:

Annexure A10 - Eligibility Criteria Compliance

S.No.	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1.	The bidder should be a Company registered under the Companies Act/ Partnership / LLP since the last three years.		Certificate of Incorporation/Registration
2.	The bidder should have minimum annual turnover of INR 5 Crores during any of the two of the last three financial years. Concession of one year in case the bidder is a start-up / SME registered under the MSME program.		Bidder's Audited Balance-sheet and Profit-Loss statements of the financial years 2015-16 and 2016-17. If the balance sheet for 2016-17 has not yet been audited, the bidder may submit audited balance sheet for 2013-14 along with unaudited balance sheet for 2016-17.
3.	The Bidder should be a profit (profit after tax) making Company in any two of the last three Financial Years". In case of a JV / Consortium / Strategic partnership, the Principal Bidder needs to be a profit making company. Concession of one year in case the bidder is a start-up / SME registered under the MSME program.		Bidder needs to provide audited balance sheet.
4.	The entity should have never been blacklisted / barred / disqualified by any regulator / statutory body in India or abroad.		The Bidder should provide an undertaking for same
5.	The Bidder should be authorized to quote for the OEM products and support.		Details
6.	Bidder should have experience of implementing Chatbot and CRM solutions for other BFSI clients and steady source of investment		Bidder credentials documents
7.	Should have undertaken a similar work in implementing the CRM & Chatbot solution for at least 2 clients during the last 2 years.		Provide client certificate or the contract with client indicating the scope of project as desired

Section 13 Documents to be put in Envelope 'B'

Annexure B1 - Compliance to Functional and Technical Specifications

Functional Requirements for Chatbots		
Sl no.	**Description**	**Compliance (Y / N)**
1	Ability to integrate with Facebook Messenger	
2	Ability to integrate with Twitter	
3	Ability to integrate with websites	
4	Ability to integrate with app	
5	Ability to integrate with CRM Solution	
6	Ability to integrate with NPCI backend system	
7	Ability to integrate with third party modules	
8	Machine Learning	
9	Deep Learning	
10	customer management	
Functional Requirements for CRM Tool		
Sl no.	**Description**	**Compliance (Y / N)**
1	Ability to integrate with websites	
2	Ability to integrate with chatbots	
3	Ability to integrate with NPCI backend system	
4	Ability to integrate with third party modules	
5	Ability to integrate with app	
6	Ability to integrate with Twitter (inclusive of ticketing Direct messages)	
7	Ability to integrate with e-mail channels	

8	Ability to identify a customer reaching out on multiple platforms	
9	Defining multiple SLAs	
10	Reminder on pending tickets on e-mail to agents	
11	Report generation	
12	Defining different user types with separate dashboards	
13	Workflow engine with Auto Escalation mechanism	
14	Channel Management	

Annexure B2 - Client Reference Details

Provide details the client details wherever available:

Sl. No.	Name of Institution	Scope of Work for the Client	Contact Person Name and Designation	Contact Details with e-mail	Preferable time to contact

Signature: _____.

Name: _____-

Designation: _____

Date: _____, Place _____

Date: _____, Place _____

Annexure B3 - Indicative Line Item Wise Prices

(On Bidder's Letterhead)

Price needs to be masked below:

Line Item	Item Name/Part no.	Description	Unit Price	Quantity	Total Price
1					
2					
3					
4					
5					
6					

**All prices are exclusive of taxes.

Annexure B4 - Curriculum Vitae & Team Structure

Team Structure:

Detailed team structure of teams for implementing chatbot and CRM solutions and manpower deployed.

The team structure should include the below for each team member:

- Name
- Role
- Experience in specific role

Curriculum Vitae:

Curriculum Vitae (CV) for proposed professional staff dedicated for NPCI. Please fill different forms for every person in the teams for implementing CRM and Chatbot solutions. Also, the manpower deployed for the CRM tool.

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. Other Training [Indicate significant training since degrees under 4 - Education were obtained]:

7. Languages Known [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

8. 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 [Year]: To [Year]: Employer: Positions held:

9. Detailed Tasks Assigned

List all tasks to be performed under current assignment

>   (i) Name of assignment or project:

>   (ii) Year:

>   (iii) Location:

>   (iv) Client:

>   (v) Main project features:

>   (vi) Positions held:

>   (vii) Activities performed:

10. Awards / Recognition / Rewards won in individual capacity

11. Awards / recognition / Rewards won as a part of the team

Signature & Date (Individual's Name & Signature)

Verified by (Company Name)

>   12. Experience of Response Management in BFSI/Insurance sector

Section 14 - Documents to be put in Envelope 'C'

Annexure C1 - Price Format

On cloud solution	3.42 lkh incidents / Year	34.20 lkh incidents / Year	68.40 lkh incidents / Year	137 lkh incidents / Year
Capital exp				
Year 1				
Operation exp - Manpower				
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Operation exp - AMC / Servicing				
Year 2				
Year 3				
Year 4				
Year 5				
Total cost On Cloud (Cap + Ops expenditure				
Total Cost per incident (Total cost / number of incidents)				

*Including 3rd Party integration for existing NPCI products

**As per assessment of agencies

Additional Costs if any (optional):

	Description	Unit Price (Rs.)	Applicable Taxes (Rs.)	Total(Rs.) B
	Implementation of additional chatbots on other platforms			
	Other 3rd party Integration			

Annexure C2 - Commercial Bid Form

(To be included in Commercial Bid Envelope)

To: Date:

NPCI

Dear Sir,

Re: *Request for Proposal (RFP) for Engaging Agency for Implementing CRM and Chatbot Solution*
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 is prepared
and executed, this Bid, together with your written acceptance thereof and your notification of award,
shall constitute a binding Contract between us.

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

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

Dated this…………………… Day of………………………..2017.

(Signature)

(Name)   (In the capacity of)

Duly authorized to sign Bid for and on behalf of

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 _____ (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. Capturing customer complaints / comments / requests and through social media, digital properties and other sources and sharing the same with NPCI / assigned teams.

2. Ticketing all incidents and maintain data for each incident customer wise / product wise etc.

3. Providing incident resolution / required information to the customers as per inputs from NPCI / assigned teams or pre-programed self-learning DB.

4. Providing analytical reports on incidents, volumes, customers, products topics of discussions, etc. to NPCI as per agreed schedule

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 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: