



REQUEST FOR PROPOSAL FOR EMPANELMENT OF NPCI OFFERS & LOYALTY PLATFORM AGENCY

RFP Reference No: NPCI/RFP/2017-2018/MK/11 dated: 07-03-2018

National Payments Corporation of India

Unit No. 301, 3rd Floor, Raheja Titanium,
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Notice

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Disclaimer

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

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

Important Detail of RFP

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

Checklist

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

- a. **Eligibility Criteria Response** (Envelope A), **Technical Bid** (Envelope B) and **Commercial Bid** (Envelope C) prepared in accordance with the RFP document.
- b. Demand Draft / Pay Order for ₹ 5,900 (i.e. ₹ 5,000 + GST) in Envelope – ‘A’ towards cost of RFP.
- c. Demand Draft / Banker’s Cheque / Bank Guarantee for ₹ 10,00,000 towards Bid Security in Envelope – ‘A’ Earnest Money Deposit (EMD)
- d. Envelope ‘A’ Eligibility Criteria Response
- e. Envelope ‘B’ Technical Response
- f. Envelope ‘C’ Commercial bid
- g. RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope – ‘A’.
- h. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
- i. Prices to be quoted in Indian Rupees (INR).
- j. All relevant certifications, audit reports to support claims made in the Bid must be placed in the relevant Envelopes.
- k. All the pages of the documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.

Section 1 Bid Schedule and Address

Sr. No	Description	Detailed Information
1	Name of Project	RFP for empanelment of NPCI Offers & Loyalty Platform.
2	Tender Reference Number	NPCI/RFP/2017-2018/MK/11
3	Date of release of Bidding Document (Document can be downloaded from NPCI website)	07-03-2018, Wednesday
4	Last date of submission of Pre Bid queries	14-03-2018, Wednesday
5	Date of Pre-Bid Meeting	22-03-2018, Thursday
6	Last Date and Time of submission of Bids	05-04-2018, Thursday, 01:00 PM
7	a) Date and Time of Eligibility and Technical Bids opening b) Date and Time of Commercial Bid opening	a) 05-04-2018, Thursday, 02:30 PM b) Will be informed to the eligible bidders
8	Place of Bid submission and opening of Bids	National Payments Corporation of India Unit No. 301, 3 rd Floor, Raheja Titanium, Off Western Express Highway, Goregaon (East), Mumbai– 400063.
9	Name and Address for communication.	National Payments Corporation of India Unit No. 301, 3 rd Floor, Raheja Titanium, Off Western Express Highway, Goregaon (East), Mumbai– 400063.
10	Bid related queries	Mr. Vishal Mehta Email – Vishal.mehta@npci.org.in Mr. Randell D'souza Email – Randell.dsouza@npci.org.in
10	Bid Cost	₹ 5,900 (₹ 5,000 plus GST@18.00%)
11	EMD	₹ 10,00,000

Note:

1. *Bids will be opened in the presence of bidders or their bidders' representative who chooses to attend the bid opening meeting.*
2. Date and Time of opening of the commercial bids will be intimated later.
3. Bid Cost: DD shall be made in favor of “National Payments Corporation of India” for an amount ₹ 5,900 inclusive of taxes (Non-Refundable) payable at Mumbai.

Section 2 – Introduction

2.1 About NPCI:

National Payments Corporation of India (NPCI) is a company registered under Section 25 of The Companies Act, 1956 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, 17 Private Sector Banks, 3 Foreign Banks, 7 Multi State Co-Operative Banks and 10 Regional Rural Banks. The vision, mission and objectives of NPCI are to operate for the benefit of all the member banks and the common man at large.

2.2 Objective of this RFP:

This RFP is being issued by NPCI for empanelment of Offers & Loyalty platform for NPCI (**"Platform"**). The Offers & Loyalty platform agency will work with NPCI for the scope of work detailed in Section 3.

2.3 Cost of the RFP:

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

The Bidders shall submit the bids at NPCI's office at Unit No. 301, 3rd Floor, Raheja Titanium, Off Western Express Highway, Goregaon (East), Mumbai – 400063 along with non-refundable amount of ₹ 5,900 (INR Five Thousand Seven Hundred and Fifty only), payable in the form of Demand Draft/Pay order from any Scheduled Commercial bank in India favoring **"NATIONAL PAYMENTS CORPORATION OF INDIA"** payable at Mumbai along with Envelope A. This RFP document is non-transferable and cost of RFP document is non-refundable.

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. 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.

2.5 Ownership of this RFP

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

Section 3 Scope of Work

NPCI proposes to empanel NPCI Offers & Loyalty platform Vendor for the term mentioned below and execute following activities:

A. Technology Provider for Offers & Loyalty Platform

- a) The bidder should be able to deliver a secure technology platform to NPCI with Web and Mobile IOS & Android platform, interface (website, m-site, mobile app, USSD, SMS, Instant messaging & E-mail).
- b) The platform should be able to customize as per NPCI and member banks requirements.
- c) The platform should allow NPCI to add merchant partners, host offers made available by vendors, NPCI or Banks directly.
- d) The platform should have capability of integrating loyalty engine, campaign management engine and analytics
- e) The platform should allow NPCI or member banks to do campaign management i.e. selecting target segment, create communication copy and deploy communications via push notifications, SMS & E-mailer, Web, App, m-site, instant messaging)
- f) The bidder should have both primary Data Center and DR center with full back up arrangement.
- g) Bidder should have capability to extend white labeled solution with Banks as well.

B. Sourcing Lucrative Offers

B.1 Offer Sourcing & Management

- a. The bidder should be able to source merchant funded offers in several categories* and should be maintained properly with validity date, terms and conditions, eligibility, brand locations, offers management, contracts etc.
- b. The bidder should be able to source merchant funded offers exclusive for RuPay or UPI or BHIM Platform users which should be better or same as prevailing in the market.
- c. The bidder should provide insights on offers enhancement as per market trends and upcoming brands & source offers as per the analysis
- d. NPCI holds the sole authority to add/modify offer categories and to accept/reject offers if not as per market expectation. The bidder should be able to host offers sourced by NPCI & Banks directly
- e. Bidder should be able to show personalized offers to NPCI & Bank Platform users basis the preference set by the Platform user (defined below).

*Categories to constitute following (indicative and not exhaustive)

Apparels & Accessories	Aviation	Automobile	Automobile Accessories	Books & Magazines
Travel	Health Care	Wellness	Education	Electronics
Entertainment & Music	Watches & Eyewear	Food & Beverages	Footwear	Fuel
Gifts & Artifacts	Government	Handicrafts	Home Décor	Online
Hotels	Insurance	Jewelry	Mobile & Mobile Accessories	Cinema/Theatre
Recharges	Pubs & Nightlife	Railways	Lifestyle Brands	Salon & Spa
Lifestyle	Sports	Telecom & Bill Payments	Social Offers	Experiences & Adventures

- f. Platform should have the provision to include 'Social' offers, where the platform user can choose from various social causes and be able to make desired donations for the same. e.g.: Army Welfare Fund, CRY, Flood Victim Relief, Prime Minister's Relief Fund, etc.

B.2 Offer Fulfillment:

- The Bidder has to create and maintain a dedicated interactive secure online website for the rewards program with Secure Sockets Layer (SSL) – https with TLS1.2 enabled Layer which enables Platform users to register, inquire and request for offer
- The Bidder should offer attractive merchant funded offers and reward options to Platform users which could include the following. *(The list is not exhaustive but indicative and the Bidder may include more options. Any addition or deletion of the redemption options should be done at NPCI or member bank's discretion).* For purpose of abundant clarity of this clause (including mentioned anywhere else in this document) the term Platform users shall deem to mean and include – Bank Customers.
 - Gift Vouchers
 - Merchandise
 - Utilization of Movie ticket offer
 - Utilization of Air ticket offer

- Utilization of Bus ticker offer
- Utilization of Mobile recharge offer
- Utilization of DTH recharge offer
- Utilization of Grocery offer
- Utilization of Charity Products
- Utilization of various subscriptions
- Utilization of Events, Experiences, Health and Wellness offer
- Plug-in for Frequent Flier Programs
- Utilization of Shopping offer
- Utilization of E-commerce offer
- And MORE
- The Bidder should be able to provide the capabilities for plugging-in the conversion of frequent flier points against the merchant funded offers.
- Bidder should be able to manage the entire offer utilization process from sourcing to shipping of the goods to the Platform user address.
- The Platform user should be provided with tracking number to track the progress of his /her shipment online and SMS alerts for the same should be provided.
- Bidder should ensure an efficient and effective delivery of gift redeemed by Platform user within timelines as shall be prescribed by NPCI from time to time on case to case basis.
- Bidders should ensure that the platform users are provided with best in class products and services.
- Bidder should also have capability of generating unique codes for any merchant funded offers whenever required for redemption purpose, as per requirements of NPCI, from time to time.

B.3 Rewards Catalogue

- Platform Creation
 - The bidder is required to develop an interactive rewards platform for listing of merchandise, gift cards, experiences & so on
 - The platform should allow Platform users to redeem rewards either by utilizing points or making purchases
 - The platform should also be enabled with ticketing and booking mechanism or such other services/offers as shall be intimated by NPCI from times to time.

- Vendor Management
 - Tying up and Enrollment of vendors, enabling them to offer products /services to platform user from multiple categories as indicated in this RFP.
 - Inventory Management of stocks and discontinued products
 - Adding new vendors to portfolio to offer merchandise from new categories
 - Payment Gateway
 - **Acceptance of All Payment Types** – Accept payments in the mode and manner banks want, including online, point of sale (POS), UPI/BHIM, mail order/telephone order and mobile credit card, and other payments medium of NPCI.
 - **Real-time and Batch** – Flexibility to process payments transactions in real-time or batch processing for efficiency
 - **Fraud and Risk Management (FRISK)** - A customizable fraud and risk management system that can maximize redemptions and minimize risk.
 - Order Management
 - Order Processing – Interactive dashboard for all incoming orders available to all Platform users.
 - Order Dispatches – Maintenance of orders to be dispatched as per date of delivery
- Logistics Supply – Enrollment of logistic partners for delivery of orders across member pin codes

B.4 Platform user Management

- On-boarding
 - The bidders technology platform should be able integrate with NPCI or member banks Platform user database.
 - The bidder's technology platform should have a facility of Platform user registration through secured login and password for Platform Users.
 - For the purpose of clarity of this clause platform users/ offer platform users shall mean & include all the users who have registered with NPCI/BANK offers platform technology
- Hot-listed or blocked accounts/Account closure
 - Platform users whose accounts have either been hot-listed or blocked for any reason by Banks should be barred from the platform. NPCI can apply discretion as required.

- The platform user account on the platform should cease to exist till the time he chooses to de-register or unsubscribe

B.4 Reports

- Bidder shall provide reports at Category level /Merchant Level / Store level/Offer Level/Order Level
- Bidder should provide all reports, MIS, analytics etc. as desired by NPCI, in the requested format at any required periodicity or as and when required by the Bank. The indicative list of the required reports are as follows:
 - Monthly report on Platform users' profile created
 - Monthly report on offers availed by Platform user
 - Monthly report on the number of offer requests
 - Monthly report on the number of offer redemptions serviced
 - Quarterly report on offer redemption requests received but not redeemed
 - Program Analytics
 - Insights into the program for better decision management and campaign management
 - Identify the next best action
 - Appropriate Platform user segmentation for personalization of offer, etc.

B.5 Database Storage

- Should have the capacity to effectively and efficiently store the data about the Platform user, transactions history, campaign record, effect after a certain campaign, etc. The bidder should have both primary Data Center and DR center with full back up arrangement.

B.6 Database Security & Protection

- The Bidders should have signed Non-Disclosure Agreement ("NDA") with NPCI (in the format prescribed in "**Annexure D**", hereto) and ensure data security accordingly
- The Bidder should maintain NPCI's data in dedicated servers and should have Disaster Recovery Site.
- The Bidder should submit Business Continuity Plan (BCP) to NPCI.

- The Vendor should retain only the non-confidential data related to platform users post approval from NPCI & Banks to ensure timely restoration of the data. data as per the Data Retention Policy specified by NPCI

B.7 Software/Hardware Upgrades

- The bidder in effectively maintaining the platform should ensure a 99.9% uptime and smoothly managing Downtimes etc.

C. Marketing, Creative development and Campaign Management

- Conducting basic research for understanding Platform user spending behavior. Appropriate analytics on RuPay/BHIM/UPI Platform user data will have to be done for identifying Platform user base for campaigns
- All design of catalogues for campaigns should be managed by the Bidder
- Digital Marketing of the program – Bidder shall deploys regular push notifications to Platform users registered on platform, email, instant messaging and SMS communications to the RuPay/BHIM/UPI Platform users towards on boarding, awareness of platform and communicating exciting offers, etc. according to direction and input from NPCI/Bank
- Launch various campaigns during festive season to accelerate spends of RuPay/BHIM/UPI Platform users.
- Provide information on latest trends in managing offers and deals across diverse industries
- Study and report the impact of the campaigns/ strategies implemented by it. A detailed report on each campaign as well as a daily, weekly, monthly, quarterly and yearly report will have to be provided to gauge campaign performance

D. Creating Merchant Network

- Set up Bidder
 - Bidder will create the network of Merchants Establishments and vendors under the supervision of NPCI or Banks where Platform users can enjoy special offers, discounts & privileges
 - Bidder will continuously add more partner organizations to enhance the offerings, reward and appeal of the RuPay/BHIM/UPI& new products of NPCI as and when required, subject to NPCI's consent and approval for the same
 - Bidder should also bring in local flavor in the offering by adding regional offers in consultation and post seeking due approval from NPCI.
 - Bidder should add partners for different target segments keeping in view the Platform user profile and characteristics in consultation and post seeking due approval from NPCI.

- Bidder should create / onboard Partners onto the Program for discounted offers, exclusive deals, subscriptions, etc. in consultation and post seeking due approval from NPCI.
- Bidder has to create content such that Platform users experiencing first time have sufficient options, should cater to varying taste of members from varying geographies of India, and should be exhaustive to offer an enticing attraction to members to use the offer.
- For the purpose of clarity of this clause Bidder shall involve & mean all the vendors dealing in the products and services as indicated in this RFP (Subject to such changes/additions as NPCI may in its sole and absolute discretion shall deemed fit).
- The bidder needs to ensure that there is an equal spread of merchants/brands across all categories, regions, & as per redemption trend. There cannot be a concentration of offers & merchants to one particular region or category. NPCI will hold the sole authority on acceptance & rejection of offers.
- The bidder in consultation/confirmation from NPCI, needs to continuously work on adding new upcoming categories as per market trends.
- All merchant relationships in regards to offer fulfillment, offer exclusivity, Terms & conditions, query resolution, and all legal documentations shall be bidders responsibility
- The bidder needs to keep a track of offer validity and replace expired offers with new offers before the last date of the offer
- The bidder needs to ensure that at any given point of time the offers list should have an existing network of at least 1000 Brands/Merchant funded offers with the overall Outlets reach of atleast 2500 merchant outlets (national & regional) initially and should have capability for expansion of merchant funded offer network by adding 500 Brands/Merchant funded offer with overall outlets reach of 1000 merchants outlets year on year as per NPCI's

E. Technology Platform

a. Processing Capacity

- Bidder should be able to process multiple activities at the same time on the platform which may include request for offers, purchase of offer, personalization of offers, loyalty points accrual and burn, Platform user grievances redressal etc.

b. Algorithms

- The Loyalty Engine should have the ability to apply all rules & logic that program managers at NPCI desire. Ex: - Top 400 people in a certain variant of debit card who maintain a certain balance with the Bank will be communicated a desired offer from a merchant that could not be offered to others of same variant
 - In case of loyalty engine upgrading or downgrading of Platform user account the necessary calculation and adjustment for the reward points, manual adjustment of loyalty points should be done by the Engine
 - In case a Platform user's debit card/mobile number is blocked/hot listed the engine should disallow any download of offer
- c. Intelligence
- The Engine should have the ability to produce models when fed with algorithms and data by program managers. These models should be easily readable, easy to navigate, easy to modify, and be easily sharable with others if so desired
- d. Bidder should enable the member to access offers or redeem rewards from different platforms such as Mobile, Internet, USSD & any other advance technology.
- e. Bidder should be able to provide offers to RuPay/BHIM/UPI and other NPCI payments Platform users for transactions on PoS terminals and for e-commerce and any other channels as decided by the NPCI
- f. Bidder should be able to provide a website / mobile application for Platform users to browse through offers, make transaction and also check their status of reward points
- Note: Bidder should follow all the relevant TRAI guidelines while contacting Platform users through SMS/calls.*
- g. Bidder should provide complete integration/development/maintenance & support for any technology related improvement and the associated costs should be clearly defined at the time of the bid. The support provided can be utilized as per the sole discretion of NPCI for the core enhancement of the platform or customization for any participating banks program.
- Bidder needs to provide the complete man-hour costs for 4000 man-hours as part of the commercial bid to ensure transparency in costs for modules and functionalities that maybe required for any customization or requirements by the banks post taking the platform live. Man-hours would not be counted for the initial development or integration.
 - The number of man-hours will solely be utilized on specific requests or requirements which will be considered on case-to-case basis during the course of the 3 years. The total number of man-hours assigned is indicative and NPCI does not guarantee the utilization of the

complete duration of the man-hours.

- All development and customization of the core enhancement of the platform will be complimentary to NPCI utilized during the course of the 3 years to accommodate functionalities and modules to be added/edited on the platform basis.
- Platform integrations with Banks in its standard form will not bear any additional costs during the complete term of the agreement.

F. Interactive Platform user Interface

Bidder will also build, deploy and manage an online interactive website portal and mobile application. The features of the same are described below:

- a. Design
 - Should be aligned as per NPCI or member bank requirements be user friendly, modifiable with smooth navigation, etc.
- b. Traffic Management
 - The Platform user platform should have the ability to handle traffic smoothly with a rich Platform user experience
- c. Language Support
 - The website should be navigable by members/Platform users in English
 - Should have the capability for the website, App, Mobile Site to be in regional languages
- d. Features
 - Features such as Login, Logout, Offers Data View, Detailed Loyalty Point Statement, Forgot Password, History, Grievance Request Status etc. should be made available to NPCI or member banks
- e. Management
 - The Web Site / App coding should be flexible to incorporate changes to Platform user interface for promoting and managing campaigns & for any other purposes as and when required by NPCI or with the approval of NPCI
- f. Security
 - Privacy & Secure Storage of Platform user Profile/Data is of paramount importance and should be maintained effectively & efficiently

G. Call Centre Management

- a. Grievance Management

- Should maintain a call center set up to handle inbound/ outbound Platform user calls for queries on offers, Loyalty Program management, redemption, accrual and any other issues or feedback from the Platform users.
 - Grievance Management should also have digital channel approach: To handle/outbound Platform user queries on offers, loyalty program management, redemption, feedback via Email, App & Web
 - TAT should be defined to respond to Platform user query as per the guidelines set by NPCI
- b. Interface
- The Platform user Information should be visible to select NPCI staff or member banks as decided by NPCI
- c. List of Information in Interface to staff
- The Bidder's call center interface should provide any information as required by NPCI

H. Fraud Detection

- a. The Bidder shall also provide audit trail of offers availed or points earned and redeemed by the Platform users (RuPay, BHIM, UPI, and other NPCI payment products, currently existing or has may be introduced in future.)
- Audit trail of member activity within the proposed software e.g. changes to addresses etc.
 - Audit trail should be accessible from outside of the proposed software and should be available to NPCI on request
 - Provision for Audit information to be fed back to NPCI
 - Provision for maintaining audit trail information for member journeys/ transactions/ channels for a period of 1 year
- b. The bidder should have automated fraud detection alerts, reports and triggers driving consequential actions in consultation with and approval from NPCI.

Apart from the Offers technology platform, Bidder should have expertise in creating a Loyalty and Reward solution on the platform for NPCI covering the following aspects -

I. Loyalty Program Management

On the platform, additional to the offer section, there should be a provision to host and manage a loyalty/rewards program for NPCI /member banks covering the following:

- a. Point accrual rules

- Bidder should define and implement configurable rules for how base points are awarded based on characteristics of transactional data fed into the loyalty solution, Platform user profiles, tiers and different product base
- b. Point expiry rules
 - The loyalty solution should set all points awarded to expire at the appropriate point in time & should expire unredeemed points from Platform user accounts at the configured frequency
 - The loyalty solution should also support revocation of the expired loyalty points in exceptional situations
- c. Tier structure
 - Bidder should be able to design multi-level Platform user tier engine:
 - The first tiers of Platform users should be designed for different Card/ product base as defined and implemented by NPCI from time to time
 - The subsequent levels of tier should be defined for different categories within the card/ product base
 - The bidder should be able to design a Platform user tier engine which permits user-definable tier structure and real-time, automated movement between tiers upon passing qualification criteria
- d. Point redemption rules
 - Configurable rules for how reward points may be redeemed for products & services including partners with an option for cash back, redemption of points against Bank's Fee/charges etc. as well
 - Rules should be configured in case of reversal or cancellation of reward points
- e. Renewals
 - The Bidder should be able to assign relevant new period and correct tier automatically when Platform user is due for renewal or downgrade or upgrade of the loyalty solution

J. Platform user Management

- a. On-boarding
 - The bidders technology platform should be able integrate with NPCI or member banks user database. Source user related data for onboarding onto the platform.
 - The bidder technology platform should have a facility of Platform user registration through secured login and password for onboarding the users
- b. Hot-listed or blocked accounts

- Platform users whose user accounts have either been hot-listed or blocked for any reason should be barred from the platform. NPCI can apply discretion as required.
- c. Transfer of Points
- In case of migration of points to another tier depending on upgrading or downgrading of Platform user account the necessary adjustment calculation should be done by the Engine
- d. Closure of Account
- The Platform user account on the platform should cease to exist till the time he chooses to de-register or unsubscribe

K. Multiple Scoping/ Consortium

- a. In instances where the scope of work provided falls out of the purview of the bidder, NPCI will allow the bidder to set-up and construct an external team/consortium of alliances (Third Party agencies) that will come together to service the complete expected scope of work.
- b. In case of involvement of multiple service providers, setting up of the alliances and all liabilities to external partners would be the sole responsibility of the bidder.
- c. In case of multiple partners involved, as part of the bidding process for NPCI the bidder will be the only party involved for the commercial bid.
- d. NPCI will be in charge of assigning an evaluation matrix for the measurement of performance of all the partners involved.
- e. The Consortium leader which is the bidder in this case, will be required to fulfill all the eligibility criteria independently. All parties involved in the consortium would be required to have operations in India.

Section 4 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.

4.1 Eligibility Criteria

The invitation for empanelment is open to all Bidders/Vendors who qualify the Eligibility Criteria as given below:

- 4.1.1 The bidder should be a company incorporated in India and should have been in operation for a period of at least 3 years in India as on date of the RFP.
- 4.1.2 Bidder should be showing profits of INR 10 Lakhs or more (after tax) for at least one (1) year in last three (3) financial years i.e. 2014 - 15, 2015 – 16 and 2016 – 17. (Or Calendar year 2014, 2015 and 2016 or the bidder's financial years) and the net worth of the company or LLP should not be eroded.
- 4.1.3 The bidder should have a turnover of INR 3 Crores or more during any 2 (two) years of the previous 3 (three) financial years.
- 4.1.4 The Bidder should have expertise and experience in Implementation & Management of Offers/Rewards Platform/Loyalty Program Or any such project specific assignments undertaken for at least 1 Scheduled Commercial/Co-operative Banks during any of the past 3 financial years. If not for Bank, then for any company (in India) where they are carrying out complete offers technology platform solution/rewards platform & catalog/loyalty program.
- 4.1.5 All infrastructures including hardware pertaining to NPCI's offer platform shall be housed in India.
- 4.1.6 The Bidder should have complete access and capabilities to make any changes to the platform as per NPCI requirement.
- 4.1.7 The bidder must have the capability of managing and maintaining a minimum of 10 million Platform user accounts at the time of submission of this RFP and should be able to ramp up the capacity further in the future as per NPCI's requirement.
- 4.1.8 The bidder should have the infrastructure for providing 24x7 support and attending timely to the Platform user grievances about the offers and platform with uptime of 99.9%

- 4.1.9 The bidder should have the capability of providing offer redemption on transactions at Partner Merchant outlets with an existing network of at least 1000 Brands/Merchant funded offers with the overall Outlets reach of at least 2500 merchant outlets (national & regional) initially and should have capability for expansion of merchant funded offer network by adding 500 Brands/Merchant funded offer with overall outlets reach of 1000 merchants outlets year on year as per NPCI's requirements.
- 4.1.10 The bidder should not have been blacklisted by any Govt. / Govt. Agency /Bank(s) / Financial Institutions in India or overseas in the last three years.
- 4.1.11 Bidder should be strong in POS & E-commerce merchant funded offer sourcing that will support all NCPI Payments products and should be able to bring/board Minimum 1000 Brands/Merchants offer with overall outlets of 2500 merchant outlets on NPCI
- 4.1.12 The Bidder should be competent to manage merchant relationships for offer fulfillment, offer exclusivity, query resolution, and all offers related agreements with merchants.

Section 5 Technical Evaluation

5.1 Preliminary Examination

- 5.1.1 The Technical evaluation process would consider whether the Bidder has requisite prior experience and expertise to meet/address NPCI's requirements and objectives. The evaluation process will gauge the extent of thought process that has gone behind the preparation of the RFP response, the degree of clarity and the level of commitment exhibited by the Bidders for participation in the RFP .
- 5.1.2 NPCI will examine the application to determine whether the documents submitted are complete, whether required information has been provided as underlined in the RFP response documents, whether the documents have been properly signed, and whether response to RFP is generally in order.
- 5.1.3 Compliance to all the forms and annexures would be the next level of evaluation.
- 5.1.4 If an application is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the bidder by correction of the non-conformity.

5.2 Evaluation of Technical Response of Bids

NPCI will form an Evaluation Committee to evaluate the Bidders/applicants for the empanelment of Offers & Loyalty platform. Technical bid has to be submitted in the following formats to the NPCI.

- Presentation Document in CD or DVD
- Demonstration & Presentation in Person
- Platform user reference of previous similar projects to be shared via mail & CD
- NPCI account handling-Team structure details to be shared via mail & CD

NPCI will call for a presentation (intimation will be sent to eligible bidders) on the proposal submitted from the short-listed Bidders/applicants. The presentation of the Bidder/applicant must consist the following:

- Technical features of the platform & access mode from Merchant, Bank & NPCI point of view
- Technical promotional capability to run campaigns on the Offers platform. For the purpose of clarity of this clause. Offers platform shall mean and include the technology platform with various offers sourced and implemented by the bidder

The Evaluation Committee will review the application(s) of all shortlisted Bidders/agencies on the basis of the following broad parameters:

- Capability in implementing scope of work and knowledge of the project. For the purpose of clarity of this Clause the term project shall deem to mean and include

implementation of offers platform & sourcing of the offer according to the scope of work defined.

- Bidder should provide documentary evidence of all certifications and compliances currently held.
- As per the scope of work, the bidder is required to be (i) PCI-DSS 3.2 Certified OR (ii) PCI-DSS 3.2 Compliant, in event it is not compliant NPCI may in its sole and absolute discretion may allow to secure such certification within 180 days from the date of acceptance of purchase order for this RFP.
- Experience and knowledge of the team that would be undertaking the project upon empanelment.
- Prior experience of the Bidder/applicant in undertaking projects of similar nature.
- Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed.

5.2.1 NPCI may interact with the Platform user references submitted by Bidder/applicant, if required.

5.2.2 The Bidder/applicant is required to provide documentary evidence, wherever applicable for the scope of work stated in RFP.

5.2.3 Post empanelment, any change to the team proposed to work on NPCI's account should be approved by NPCI.

To assist in the examination, evaluation and comparison of applications, NPCI may, at its discretion, ask any or all the applicants for clarification and response shall be in writing and no change in the substance of the RFP response shall be sought, offered or permitted.

Section 6 Commercial Evaluation

6.1 Eligibility Criteria

Commercial bids of only the technically qualified short-listed bidders who have scored a minimum of 70% technical score (as per the technical evaluation matrix given in Annexure B2) will be opened and evaluated. In the event that lesser than 2 bids qualifying technically, based on the minimum qualifying threshold of 70%, then the bids scoring more than 60% may be considered as technically qualified.

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- 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.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

6.3 Successful Bidder Criteria

- Royalty Fee for Banks & NPCI- H1 Bidder to be selected: Weightage 50%
- NPCI one time investment cost - L1 bidder to be selected: Weightage 30%
- Man-Hour rates for customization (4000 Man-Hours) - L1 bidder to be selected: Weightage 20%
- Bidder with the highest royalty fee model & lowest one time investment cost for NPCI will be declared as successful Bidder who will be called H1 Bidder, the model for Royalty Fee would be only in absolute amount.
- H1 Bidder should also be the bidder with lowest commercial for one time investment fee for NPCI.
- In case where H1 Bidder is not qualifying to be L1 bidder , H1 bidder will be asked to deliver at the price of L1
- NPCI reserves the right to place the Order with the H2 bidder; in case the H1 bidder refuses to accept the Order or otherwise gets disqualified as per the terms of the RFP subject to H2 is ready to deliver at the H1 & L1 price.
- For the purpose of clarity of the above clause Royalty Fee shall mean and include fee charged by NPCI form merchant partners through successful bidder for providing access to NPCI product users/offers technology platform users, the model for Royalty Fee would be only in absolute amount.

- For the purpose of clarity of this clause Royalty Fee will be a perpetual value for the purpose of calculation and evaluation of this RFP:
 - $N = 3$ years and discount rate is 8% for calculating NPV of Royalty.
- For the purpose of clarity of the above clause one time investment cost shall mean & Include cost that is proposed by the bidders to be incurred for NPCI to set up the overall project as defined under section 5.2 Evaluation of technical response of bids
- For the purpose of clarity of above clause H1 bidder shall mean & include the bidder with highest Royalty fee model or bidder who commits to share high royalty fee with NPCI, the model for Royalty Fee would be only in absolute amount.
- For the purpose of clarity of the above clause H1 bidder shall mean & include the bidder with highest Royalty fee model or bidder who commits to share high royalty fee with NPCI on an annual basis during the complete term of this agreement, the model for Royalty fee would be only in absolute amount.
- For the purpose of clarity of above clause L1 bidder shall mean & include the bidder who charge lowest one time investment fee from NPCI for closure of the project defined in RFP.
- For the purpose of clarity all development and customization of the core enhancement of the platform will be complimentary to NPCI utilized during the course of the 3 years as defined under section 3.
- For the purpose of clarity the platform integrations with Banks in its standard form will not bear any additional costs during the complete term of the agreement as defined under section 3

Section 7 Instruction to Bidders

The Bidding Document

7.1 RFP:

7.1.1 RFP shall mean Request for Proposal.

7.1.2 Bid, Tender and RFP are used to mean the same.

7.1.3 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.

7.2 Cost of Bidding

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

7.3 Content of Bidding Document:

The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 7.14

7.4 Clarifications of Bidding Documents:

7.4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify NPCI in writing at NPCI's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1. The replies/clarifications will be uploaded on NPCI's website/tenders.

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

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

7.5 Amendment of Bidding Documents

- 7.5.1 At any time prior to the deadline for submission of Bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding documents.
- 7.5.2 Amendments will be provided in the form of Addenda / Corrigenda to the Bidding documents, which will be published on NPCI's website. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda / Corrigenda had been taken into account by the Bidder in its Bid.
- 7.5.3 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.
- 7.5.4 From the date of issue, the Addenda / Corrigenda to the tender shall be deemed to form an integral part of the RFP.

Preparation of Bid

7.6 Bid Price

- 7.6.1 Prices quoted in the bid should be exclusive of taxes. All applicable taxes, duties levies, GST (Goods & Services Tax) and fees whatsoever will be extra.
- 7.6.2 The Applicable Tax, GST (Goods & Services Tax) should be shown separately in the final bid Price

7.7 Earnest Money Deposit (EMD) /Bid Security

- 7.7.1 The Bidder shall submit Earnest Money Deposit of ₹ 10, 00,000 (Rupees Ten lac only) in the form of a Demand Draft / Pay order from a scheduled bank in India drawn in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 180 days with a claim period of an additional 12 months from the date of expiry of the Bank Guarantee, as per format in Annexure A1.1 or A1.2.
- 7.7.2 No interest shall be payable on the EMD.

7.8 Return of EMD

- 7.8.1 All unsuccessful Bidders will be returned the EMD's as furnished by them as per terms of this RFP, either on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
- 7.8.2 The EMD of successful Bidder shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

7.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

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

7.10 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.

7.11 Format of Bid:

- 7.11.1 The Bidders shall prepare two hard copies (Marked as 'ORIGINAL') and one soft copy of the Technical Bid marking it as "Technical Bid-Soft copy".
- 7.11.2 In case of any discrepancy between them, the original shall govern.

7.12 Signing of Bid:

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

Submission of Bid

7.13 Envelope Bidding Process:

- 7.13.1 The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.
- 7.13.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as ***'Empanelment of NPCI Offers & Loyalty Platform Agency'***.
- 7.13.3 The inner and outer envelopes shall
- Be addressed to NPCI at the address mentioned in Section 1
 - The inner envelopes shall indicate the name and address of the Bidder.
 - If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the Bid's misplacement or premature opening.

7.14 Contents of the 3 Envelopes:

7.14.1 **Envelope 'A'** should be super scribed as **Eligibility Criteria**. The following documents shall be inserted inside Envelope A:

1. Bid Earnest Money in the form of Demand Draft – Annexure A1.1
OR
- 1A. Bid Earnest Money in the form of Bank Guarantee – Annexure A1.2
2. Bid Offer form (without price) – Annexure A2
3. Bidder Information - Annexure A3
4. Eligibility Criteria Response Sheet – Annexure A4
5. Declaration of Acceptance of Terms and Conditions – Annexure A5
6. Declaration of Acceptance of the Scope of Work – Annexure A6
7. Power of Attorney format – Annexure A7
8. Last three years audited Balance sheet and profit and loss statements.
9. Declaration regarding Clean Track Record – Annexure A8
10. RFP document duly sealed and signed by the authorized signatory on every page
11. A supporting document to verify the address of the office or branch in Mumbai.
12. Client reference as stated in eligibility criteria 4.1.6.
13. Cost of bid document in the form of DD drawn in favor of National Payments Corporation of India for ₹ 5,900.
14. Relevant support documents with case studies for section 4.1.6

7.14.2 **Envelope 'B'** should be super scribed as **Technical Bid**:

The following documents shall be inserted inside Envelope B

1. Presentation containing the pitch for technical evaluation in CD/DVD and 2 hard copies.
2. Client reference with for whom similar scope of work was undertaken – Annexure B1
3. Provide details of the best 3 projects undertaken in last three years; as per terms specified in this RFP.
4. Qualifications and credentials of individuals proposed to deliver the scope of work and duties committed for NPCI. Individual awards / rewards / testimonials should be attached with Annexure B3. Awards / rewards won by the organization should be enclosed additionally.

7.14.3 **Envelope 'C'** should be super scribed as **Commercial Bid**:

1. Commercial Bid Form – Annexure C1
2. Price Format – Annexure C2

7.15 Bid Submission:

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

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

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

7.16 Bid Currency:

All prices shall be expressed in Indian Rupees only.

7.17 Bid Language:

The Bid shall be in English Language.

7.18 Rejection of Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person along with relevant document (Board Resolution/power of Attorney/letter of Authority to authorize the signatory) .It is received through Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete/incorrect Bids, including non -submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.
- No Bid shall be rejected at Bid opening, except for late Bids.

7.19 Deadline for Submission:

The last date of submission of bids is given in Section1, unless amended by NPCI through its website.

7.20 Extension of Deadline for submission of Bid:

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

7.21 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.

7.22 Modifications and Withdrawal of Bids:

7.22.1 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.

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

7.23 Right to Reject, Accept/Cancel the bid:

7.23.1 NPCI reserves the right to accept or reject, in full or in part, any or all the proposal of the bidder related to the RFP without assigning any reason whatsoever.

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

7.24 RFP Abandonment:

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

7.25 Contacting NPCI:

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

Section 8 – Bid Opening

8.1 Opening of Bids

8.1.1 Bids will be opened in 2 stages:

Stage 1 – In the first stage the Eligibility Bid i.e. Envelope A will be opened. Post qualification of eligibility criteria, technical bid i.e. Envelope B will be opened on the same day

Stage 2 –Commercial Bids i.e. envelope C will be opened post qualification in the technical bid.

8.2 Opening of Eligibility and Technical Bids

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

8.2.2 The representatives of the Bidders have to produce an authorization letter from the Bidders by way of letter or email (and carry the Original at the time of Opening of Bid) to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidders’ representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

8.2.3 The Bidder / Bidders’ 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.

8.3 Opening of Commercial Bids

8.3.1 Only those Bids that are technically qualified will be eligible for commercial evaluation. The date and time of opening of the commercial bids will be intimated to the eligible bidders.

8.3.2 The representatives of the Bidders have to produce an authorization letter from the Bidders by way of letter or email (and carry the Original at the time of Opening of Bid) to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders’ representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI. The Bidder/ Bidders’ 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.

8.3.3 The Bidder/ Bidders' 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 9 – Bid Evaluation

9.1 Preliminary Examination of Technical Bids:

- 9.1.1 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.
- 9.1.2 Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which will comply to the eligibility criteria will be taken up for further technical evaluation.
- 9.1.3 NPCI may, in its sole and absolute discretion, 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.
- 9.1.4 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.
- 9.1.5 Envelope A will be evaluated first and those who fulfill the eligibility criteria will be eligible for technical evaluation.
- 9.1.6 NPCI may interact with the Platform user references submitted by Bidder, if required.

9.2 Evaluation of Technical Bids:

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

- 9.2.1 Compliance to Technical Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.
- 9.2.2 Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- 9.2.3 NPCI may interact with the Platform users, whose references have been submitted by the Bidder, if required.
- 9.2.4 The technical evaluation will be based on the criteria and score give in the Scoring Matrix [Annexure B2].
- 9.2.5 The minimum score for qualifying Technical Evaluation will be 70%. The commercial bids of technically qualified bidders will be opened. In the event that lesser than 2 bids qualify technically, based on the minimum qualifying threshold of 70% then the bids scoring more than 60% may be considered as technically qualified.

9.3 Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated through the H1-L1 process.

Arithmetical errors in the Bids submitted shall be treated as follows:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b. 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.
- c. 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.

9.4 Successful Evaluated Bidder:

- Bidder who is about to contribute highest Royalty fee for NPCI & charging Lowest one-time set up fee from NPCI will be declared as successful evaluated Bidder who will be called H1, L1 Bidder, the model for Royalty Fee would be only in absolute amount, payable on an annual basis to NPCI during the complete term of this agreement.
- If H1 Bidders does not qualify to be the L1 bidder, NPCI reserve rights to place the order with H1 bidder at the cost of L1.
- NPCI reserves the right to place the Order with the H2 bidder, in case the H1 bidder refuses to accept the Order or otherwise gets disqualified as per the terms of the RFP

The Commercial Score will be arrived using following formula:

1. Part A:

$$\text{Commercial Score} = \frac{\text{Bidder Commercial}}{\text{Max(Bidder Commercial)}} \times 50$$

+

2. Part B:

$$\text{Commercial Score} = \frac{\text{Min(Bidder Commercial)}}{\text{(Bidder Commercial)}} \times 30$$

+

3. Part C:

$$\text{Commercial Score} = \frac{\text{Min(Bidder Commercial)}}{\text{(Bidder Commercial)}} \times 20$$

Section 10 – Terms and Conditions

10.1 Definitions

- 10.1.1 “Contract” means the Purchase order as shall entered and executed into between NPCI and the Successful Bidder, post completion of the entire section process as laid down in this RFP.
- 10.1.2 “Contract Period” means the period as shall be mentioned in the Contract.
- 10.1.3 “Contract Price” means the price or prices arrived at which shall form the Contract.
- 10.1.4 “Intellectual Property Rights (IPR)” means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, solely and exclusively belonging to NPCI...
- 10.1.5 “Business Day” means Monday to Saturday excluding public holidays as applicable to NPCI Mumbai. The Bidder/Agency will have to extend its support to NPCI as and when needed on public holidays and weekends
- 10.1.6 “Purchase Order (PO)” means the individual work order for required brief / assignment at each point of time which will be a subset of the Contract Price.

10.2 Notification of Award for Empanelment:

- 10.2.1 After selection of the H1 Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award to the selected Bidder – i.e. successful Bidder.
- 10.2.2 Once the selected successful Bidder accepts the Notification of Award, the selected successful Bidder shall furnish the Performance Bank Guarantee to NPCI.
- 10.2.3 Upon the successful Bidder furnishing the Performance Bank Guarantee, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

10.3 Acceptance of the Purchase Order:

10.3.1 Within 7 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.

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

10.4 Taxes and Duties:

10.4.1 All taxes, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates.

10.4.2 Commercial Bid should be exclusive of all taxes, duties, charges and levies of State or Central Governments as applicable Taxes (GST). Octroi if applicable shall be reimbursed to Bidder by NPCI at actual on production of original receipt.

10.4.3 The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI.

10.5 Terms of Delivery:

10.5.1 The successful Bidder shall deliver the work assigned to the successful Bidder within the timelines as shall be defined by NPCI. The indicative schedule is more particularly defined in Clause 10.6 hereto.

10.6 Indicative Schedule

Activities Sr.No	Milestones	Deliverables (Incremental Weeks)
1.	Acceptance of Purchase Order by the bidder	T*
2.	Designing and Submission of Wireframe designs for Offers Platform and Loyalty Engine	T + 2
3.	Procurement of relevant software with licenses including details project roadmap for implementation	T + 4
4.	Approval of Wireframes and any changes/modifications thereof	T + 5
5.	Product Customization and System integration testing	T + 7
6.	User Acceptance Testing	T + 9
7.	Quality Assurance and 3 rd Party Security Audit with bug fixing	T + 10

8.	Deployment & pilot run	T + 12
9.	Uploading & Hosting and Handover to NPCI	T + 13
10.	Annual Maintenance of Offers Platform Solution	Annually

10.7 Penalty for default in delivery:

10.7.1 If the Bidder does not deliver the agreed deliverables and/or fail to adhere to the scope of work within stipulated period (as shall be specified in the Purchase Order) from the date of receipt of Purchase Order, 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 15%

10.7.2 In case the delay exceeds 10 days of the stipulated delivery period, NPCI reserves the right to cancel the brief without prejudice to other remedies available to NPCI.

10.8 Performance Bank Guarantee

Performance Bank Guarantee shall be equal to 10% of the Purchase order valid for 1 year with an action (claim) period of 12 months as per the statutory provisions in force. Successful Bidder shall submit Performance Bank Guarantee as per NPCI format attached vide Annexure-A1.3 hereto, within 14 days of receipt of the Notification of Empanelment. The Performance Bank Guarantee shall be renewed for further period (as stipulated in Clause 10.9 below) with similar action (claim) period, if the engagement is extended after the initial period of one year. 10% of the order/retainer value shall be withheld from the payments due to the successful bidder, in case of non-submission of the Performance Bank Guarantee.

10.9 Term of Empanelment and Extension:

The empanelment shall be for a period of 3 years from the date of notification award and issuance of Purchase Order subject to mutual review on the basis of performance after every year, on the same terms and conditions and at the discretion of NPCI.

- (i) Subject to satisfactory performance rendered by the successful Bidder during the 3 years, the Purchase Order may be extended for a further period of 3 (three) years, the decision and duration on the extension will be at the sole and absolute discretion of NPCI.

10.10 Successful Bidder/Price:

Price shall remain fixed during the complete tenure from the date of empanelment. On the extension of empanelment based on satisfactory performance of the successful Bidder, the

price may be increased by up to a maximum of 10% of the fees (excluding taxes), at the sole and absolute discretion of NPCI.

10.11 Payment terms:

Payment of the work will be given as per the terms given below:

- Payment shall be released to successful bidder on the monthly basis in arrears.
- Payment shall be made within 30 days after receipt of correct and un-disputed invoice along with necessary supporting documents / certificates duly signed by authorized NPCI official.
- Related to any invalid invoice -The rectified invoice (related to any disputed invoice) shall be duly provided by the successful Bidder within 07 (seven) days of receipt of intimation from NPCI about the invoice so raised by the successful Bidder/Agency as incorrect. The payment of such rectified invoice shall be made within 15 days upon receipt of the same.

10.12 Confidentiality and Publicity

10.12.1 Successful Bidder undertakes at all times to hold in confidence the Confidential Information of NPCI, and use only for the purposes hereof and not to print, publicize or otherwise disclose to any third party. "Confidential Information" of NPCI shall mean and include in this RFP, any agreement, purchase order issued to the successful bidder (hereinafter referred to as "Agreement"), document, material, idea, data or other information which relates to NPCI's research and development, trade secrets or business affairs or which is marked as confidential and disclosed or may be disclosed by NPCI to the successful Bidder for the purposes hereof. "Confidential Information" shall however not include any document, material, idea, data, or other information which:

1. Is known to successful Bidder, under no obligation of confidence, at the time of disclosure by NPCI; or
2. Is or becomes publicly known through no wrongful act of successful Bidder; or
3. Is lawfully obtained by successful Bidder from a third party who in making such disclosure breaches no obligation of confidence to the other party; or
4. Is independently developed by the successful Bidder; or
5. Is required to be disclosed by law or regulatory authority.

10.12.2 Nothing in this RFP shall be construed to prevent or restrict NPCI from disclosing or using in the course of its business any technical knowledge, skill or expertise of a generic nature acquired from this RFP.

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

The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of the Agreement.

The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

In the event of termination of the Agreement, upon written request of NPCI the successful Bidder shall immediately return the NPCI's Confidential Information, or at NPCI's option destroy any remaining Confidential Information and certify that such destruction has taken place. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure D hereof.

10.13 Intellectual Property:

The bidder and their subcontractor, if any, appointed by Bidder (Bidder shall be directly responsible and accountable for any/all acts, omissions, actions of the subcontractor, which shall directly/indirectly effect NPCI) must own the responsibility to transfer the Intellectual Property Rights (IPR) to NPCI for all the documentation, customizations, strategy, policies, guidelines rules and regulations etc., done for NPCI. NPCI will have the sole and exclusive right to this IPR. Intellectual Property Rights in all standard products shall remain vested in the owner of such rights.

10.14 Indemnity

The Bidders shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- i. an act of omission or commission of the successful Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the deliverables agreed to be provided by the successful Bidder on the basis of the Purchase Order as shall be raised by NPCI,
- ii. breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- iii. Bonafide use of the deliverables and or services as shall be provided by the successful Bidder

- iv. Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the deliverables specified in this RFP.
- v. employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this RFP/Purchase Order (subsequently raised),
- vi. breach of confidentiality obligations of the Bidder,
- vii. Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this RFP.

The Successful Bidder shall further indemnify NPCI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NPCI for malfunctioning of the equipment or software or deliverables at all points of time which are required to be provided by successful Bidder. Bidder shall be responsible for any loss of data, loss of life, etc. due to willful misconduct of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk.

The Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- i. Non-compliance of the Bidder with Laws / Governmental Requirements.
- ii. Intellectual Property infringement or misappropriation.
- iii. Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
- iv. Breach of any terms of Agreement, Representation or Warranty.
- v. Act of omission or commission in performance of service.
- vi. Loss of data.

Indemnity would not be limited to court awarded damages and shall include all indirect, consequential and incidental damages, damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its Platform users and/or regulatory authorities.

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

- i. The Bidder has sole control of the defense and all related settlement negotiations
- ii. NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and

Bidder's Liability

10.14.1 The selected Bidder will be liable for all the deliverables.

10.14.2 The Bidder's aggregate liability in connection with obligations undertaken as part of the Project 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.

10.14.3 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.

10.14.4 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 the total value of the contract/Purchase Order.

10.15 Liquidated Damages

The selected bidder shall indemnify NPCI and be liable for loss due to malfunctioning of the equipment or any software as supplied and installed by them. The total liability of the selected successful bidder under this RFP or subsequent Purchase Order as shall be released by NPCI, shall not exceed the total value of the Purchase Order placed on the successful bidder_____.

10.16 Force Majeure

- 10.16.1 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 its delay in performance or other failure to perform its obligations under this RFP/Purchase Order is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving NPCI or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
- 10.16.2 If force majeure situation arises, the Bidder/NPCI shall promptly notify NPCI/Bidder 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 contract 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 this RFP / the Purchase Order (as shall be granted to the successful Bidder), at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this RFP / Purchase Order as a result of an Event of Force Majeure.

10.17 Termination of RFP/PO

Notwithstanding anything contained and provided elsewhere in this RFP, NPCI reserves the right to terminate this RFP/the Purchase Order on the basis of NPCI terms and conditions. The termination can be done on the basis of non-performance of duties, not fulfilling the expectations, etc.

- a. For Convenience: NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience by giving one month's prior notice. The notice of termination shall specify that the termination is for convenience, the extent to which Bidder's performance under the contract is terminated and the date upon which such termination becomes 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 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.

10.18 Resolution of Disputes

All disputes or differences arising out of or in connection with this RFP/the Purchase Order between NPCI and the Successful 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, following dispute resolution mechanism shall be applied:

- (i) In case of disputes or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with this RFP/ Purchase Order, such disputes or difference shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time.
- (ii) NPCI and the Bidder shall each appoint an Arbitrator. The two appointed Arbitrators shall appoint a third Arbitrator. The third arbitrator shall act as the presiding arbitrator.
- (iii) 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;
- (iv) The decision of presiding Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the presiding Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its 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;
- (v) In case, during the arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.
- (vi) Any appeal shall be subject to the exclusive jurisdiction of courts at Mumbai. The Governing Law is of India.

10.19 Compliance with Applicable Laws of India

- 10.19.1 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 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.
- 10.19.2 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.

10.20 Governing Law

This RFP shall be governed by and interpreted in accordance with the laws of the Union of India. The jurisdiction and venue of any action with respect to the subject-matter of this RFP shall be the Courts of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

10.21 Fraudulent and Corrupt Practice

10.21.1 “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.

10.21.2 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.

10.21.3 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 deliverables of this RFP/ project.

10.22 Order Cancellation

NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone;

- Delay in customization / implementation / installation beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- Serious discrepancy in the quality of service / hardware / functionality of software expected during the implementation, rollout and subsequent maintenance process.
- 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 this Project would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. 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.

10.23 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

MD & Chief Executive Officer

1001A, B Wing, 10th Floor, The Capital, Bandra - Kurla Complex,
Bandra (East), Mumbai - 400051

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

To be put in Envelope A

Annexure A1.1- Bidder's Letter for EMD/BID Security

Annexure A1 Bidder's Letter for EMD/Bid Security

To

The Chief Executive Officer

National Payments Corporation of India,

1001A, B Wing, 10th Floor, The Capital, Bandra - Kurla Complex,

Bandra (East), Mumbai - 400051

Re: RFP No. NPCI/RFP/2017-2018/MK/11 dated: 07-03-2018 for empanelment of NPCI Offers & Loyalty platform agency.

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Annexure A 1.2 - Bid Security (Bank Guarantee- EMD)

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

National Payments Corporation of India: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under RFP No. **NPCI/RFP/2017-2018/MK/11**

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

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

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

(b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract 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 A 1.3 - Bid Security (Performance Bank Guarantee)

(PROFORMA OF BANK GUARANTEE)

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, B Wing, 10th Floor, The Capital, Bandra - Kurla Complex,
Bandra (East), Mumbai - 400051

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

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

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

{Signature of the Authorized representatives of the Bank}

Annexure A2 – Bid Offer Form (Without Price)

Date:

To

The Chief Executive Officer

1001A, B Wing, 10th Floor, The Capital, Bandra - Kurla Complex,
Bandra (East), Mumbai - 400051

Dear Sir,

Re: RFP No. NPCI/RFP/2017-2018/MK/11 dated: 07-03-2018 for empanelment of NPCI Offers & Loyalty platform agency.

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 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. < > payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure—A3 - Bidders Information

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

Annexure – A4 Eligibility Criteria Matrix

S.NO.	MINIMUM ELIGIBILITY CRITERIA	RESPONSE OF THE APPLICANT			DOCUMENTS ATTACHED
1	The bidder should be a company incorporated in India and should have been in operation for a period of at least 3 years in India as on date of the RFP.	2014-2015	2015-2016	2016-2017	Certified copy of Certificate of Incorporation in case of a private limited company and Certificate of Commencement of Business in case of a public limited company.
		YES/NO	YES/NO	YES/NO	
2	Bidder should be showing profits of INR 10 Lakhs or more (after tax) for at least one (1) year in last three (3) financial years i.e. 2014 - 15, 2015 – 16 and 2016 – 17. (Or Calendar year 2014, 2015 and 2016 or the bidder's financial years) and the net worth of the company or LLP should not be eroded.	2014-2015	2015-2016	2016-2017	This must be supported by audited financial statements (Reports) for the financial year 2014-15, 2015-16 and 2016-17. (or Calendar year 2014, 2015 and 2016). In lieu of published reports the applicants may submit financial details certified by a chartered accountant or an auditor
		YES/NO	YES/NO	YES/NO	
		Amt. in Rs Crore	Amt. in Rs Crore	Amt. in Rs Crore	
3	The bidder should have a turnover of INR 3 Crores or more during any 2 (two) of the previous 3 (three) financial years.	2014-2015	2015-2016	2016-2017	A Self-declaration to this effect has to be submitted.
		YES/NO	YES/NO	YES/NO	
4	The Bidder should have expertise and experience in Implementation & Management of Offers/Rewards Platform/Loyalty Program Or any such project specific assignments undertaken for at least 1 Scheduled Commercial / Co-operative Banks during any of the past 3 financial years. If not for Bank, then for any company (in India) where they are carrying out complete offers	YES/NO			The Bidder should submit a certificate issued by the respective Banks or Company for the same.

	technology platform solution/rewards platform & catalog/loyalty program.		
5	All infrastructures including hardware pertaining to NPCI's offer platform are to be housed in India.	YES/NO	Copy of documentary proof to be submitted
6	The Bidder should have complete access and capabilities to make any changes to the platform as per NPCI requirement.	YES/NO	Declaration to this effect has to be submitted.
7	The bidder must have the capability of managing and maintaining a minimum of 10 million Platform user accounts at the time of submission of this RFP and should be able to ramp up the capacity further in the future as per NPCI's requirement.	YES/NO	Declaration to this effect has to be submitted by the bidder.
8	The bidder should have the infrastructure for providing 24x7 support and attending timely to the Platform user grievances about the offers and platform with uptime of 99.9%	YES/NO	A Self-declaration to this effect has to be submitted by the bidder.
9	The bidder should have the capability of providing offer redemption on transactions at Partner Merchant funded offer outlets with an existing network of at least 1000 Brands/Merchant funded offers with the overall Outlets reach of at least 2500 merchant outlets (national & regional) initially and should have capability for expansion of merchant funded offer network by adding 500 Brands/Merchant funded offer with overall outlets reach of 1000 merchants outlets year on year as per NPCI's	YES/NO	Proof to this effect with supporting has to be submitted by the bidder.

10	The bidder should not have been blacklisted by any Govt. / Govt. Agency /Bank(s) / Financial Institutions in India or overseas in the last three years.	YES/NO	The bidder has to be submitted by the bidder.
11	Bidder should be strong in POS & E-commerce merchant funded offer sourcing that will support all NCPI Payments products. Minimum 1000 Brands/Merchants offer with overall outlets of 2500 merchant outlets to be on boarded for NPCI Offers technology platform	YES/NO	The bidder has to submit self-certification on its letterhead.
12	The Bidder should be competent to manage merchant relationships for offer fulfillment, offer exclusivity, query resolution, and all offers related agreements.	YES/NO	A Self-declaration to this effect has to be submitted by the bidder

Annexure A5 – Declaration for Acceptance of RFP Terms and Conditions

To

The Chief Executive Officer
National Payments Corporation of India,
1001A, B Wing, The Capital, Bandra – Kurla Complex,
Bandra (East), Mumbai - 400051

Sir,

Re: RFP No. NPCI/RFP/2017-2018/MK/11 dated: 07-03-2018 for Empanelment of NPCI Offers & Loyalty platform agency for NPCI.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure A6 – Declaration for Acceptance of Scope of work

To

The Chief Executive Officer
National Payments Corporation of India,
1001A, B Wing, The Capital, Bandra – Kurla Complex,
Bandra (East), Mumbai - 400051

Sir,

Re: RFP No. NPCI/RFP/2017-2018/MK/11 dated: 07-03-2018 for Empanelment of NPCI Offers & Loyalty platform agency for NPCI.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address

Annexure A7 – Power of Attorney Format

(On Stamp paper of relevant value)

Know all men by the present, I _____(name and designation) of _____ (name of the company and address of the registered office), pursuant to the powers granted to me vide _____ do hereby appoint and authorize Mr _____ (full name and residential address) who is presently employed with _____(name of Company) holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “_____” in response to the RFP No. **NPCI/RFP/2017-2018/MK/11 dated: 07-03-2018** 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.

I 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 _____ 2018.

For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

Annexure – A8 Declaration Regarding Clean Track by Bidder

(On Company/Firm's letter head)

To

The Chief Executive Officer
1001A, B Wing, The Capital, Bandra – Kurla Complex,
Bandra (East), Mumbai - 400051

Sir

Re: RFP No. NPCI/RFP/2017-2018/MK/11 dated: 07-03-2018 for Empanelment of NPCI Offers & Loyalty platform agency for NPCI.

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

Or

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure B1 – Client Details

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

Sr. No.	Name of Institute	Scope of work in brief	Contact Name & Designation	Contact Details with e-mail	Preferable time to contact
1					
2					
3					

Signature: _____.

Name: _____ -

Designation: _____

Company's Name:

Date: _____, Place _____

Annexure –B2– Technical Evaluation Matrix

S. No.	Evaluation Criteria	Weightage	Score
Subjective (60)			
1	Quality of the merchant funded offers to be sourced along with road Map for the offers campaigns & communication program	25	
2	Technology back up, security features & Innovative visionary idea to scale up the platform	15	
3	Provide brief scope of work currently undertaken for 3 important clients of your organization along with client reference	10	
4	Presentation – Defining the Strategy & Plan on the execution of the scope of work stated in this RFP.	10	
Descriptive (40)			
5	Please provide details of best 3 completed projects undertaken in last 3 years by your firm.	15	
6	Qualification and credentials of individuals in the team proposed to work on NPCI account	15	
7	Awards / Rewards / Testimonials won by the individuals in the team proposed to work on NPCI account	5	
8	Awards / Rewards / Testimonials, suggestions and words of support provided by your past clients for your organization	5	
	Total	100	

Bidders scoring 70% and above in the Technical evaluation will be assessed for commercial evaluation. In the event that lesser than 2 bids qualify technically, based on the minimum qualifying threshold of 70% then the bids scoring more than 60% may be considered as technically qualified.

Annexure B3 – Curriculum Vitae

Curriculum Vitae (CV) for proposed professional staff dedicated for NPCI. Please fill different forms for every person in the team. 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 [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
a) 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)

Annexure C1 – COMMERCIAL BID FORM

(To be included in Commercial Bid Envelope)

To

Date:

NPCI

Dear Sir,

RFP: NPCI/RFP/2017-2018/MK/11 dated: 07-03-2018 for Empanelment of NPCI Offers & Loyalty platform agency for NPCI.

With reference to your RFP for “Empanelment of NPCI Offers technology platform agency for NPCI” we have carefully studied its scope of work and deliverables and based on these we submit our best price for carrying out the desired scope of work:

The scope of work will be completed for the sum of Rs..... (Amount in words, exclusive of all taxes for the entire empanelment period).

Note: Fee for the work during the period of empanelment i.e. 1 year will be paid as one time set-up fee post implementation of the Full & Final required Offers technology platform.

AFFIRMATION

We affirm that the total price given above represents the entire cost to complete the work in accordance with the RFP and is inclusive of manpower cost, hardware cost, telephone expenses, other related hardware/software requirement for successful completion of the project, out-of-pocket expenses and incidentals etc. and no claim will be made on account of any increase in expenses to be incurred to complete this Project.

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.....2018.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure C 2 – COMMERCIAL PRICE FORM

(To be included in Commercial Bid Envelope)

Sr.No	Location	Description	Cost (INR)			Total Cost (INR)
A.	Mumbai	Royalty Fee to be paid by the agency to NPCI for the 'scope of work' as mentioned in 'RFP for empanelment of NPCI Offers technology platform agency for NPCI [NPCI/RFP/2017-2018/MK/11]	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
B.	Mumbai	One time setup fee charged by the agency to NPCI for the 'scope of work' as mentioned in 'RFP for empanelment of NPCI Offers technology platform agency for NPCI [NPCI/RFP/2017-2018/MK/11]				
C.	Mumbai	Man-Hour rates for 4000 man-hours charged for customization/requirements of the platform by Banks for the 'scope of work' as mentioned in 'RFP for empanelment of NPCI Offers technology platform agency for NPCI [NPCI/RFP/2017-2018/MK/11]	<u>Per Hour</u>	<u>4000 Man-Hours</u>		
		Total				
		Taxes				
		Grand Total				

Dated this..... Day of.....2018.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure D NON-DISCLOSURE AGREEMENT

This 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 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.
- 2.
- 3.
- 4.
- 5.

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, 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: INDEPENDENT DEVELOPMENT AND RESIDUALS

Nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development or indulge into any reverse engineering activities.

Article 7: 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 8: 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 9: DISPUTE RESOLUTION

Notwithstanding anything contained in Article 7 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 10: 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 11: NON-ASSIGNMENT

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

Article 12: 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 13: INTELLECTUAL PROPERTY RIGHTS, Media Disclosure, Publicity and Public Interaction

- 13.1 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.
- 13.2 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 equivalent to sum of Rs.10,00,000/- (Rupees Ten Lakhs Only). This shall be without prejudice to the right of Disclosing Party to peruse any other right or remedy available to it under law.

Article 14: 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 15 : 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: