

REQUEST FOR PROPOSAL FOR ONBOARDING MARKET RESEARCH AGENCY - RuPay BRAND HEALTH CHECK STUDY

RFP Reference Number: NPCI/RFP/2018-19/MK/02

Dated 06.06.2018

National Payments Corporation of India, 301, 3rd Floor, Raheja Titanium Off Western Express Highway, Goregaon(E),Mumbai -400063 email- abhay.thakur@npci.org.in Website: <u>www.npci.org.in</u>

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

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

Important detail about RFP

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

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

- BG Bank Guarantee
- EMD Earnest Money Deposit
- IPR Intellectual Property Rights
- NPCI National Payments Corporation of India
- RFP Request for Proposal in Context
- PBG Performance Bank Guarantee
- SLA Service Level Agreement
- VOC Voice of Customer

S.No.	Description	
1	Name of Project	RFP FOR ONBOARDING MARKET RESEARCH AGENCY - RuPay BRAND HEALTH CHECK STUDY
2	Tender Reference Number	NPCI/RFP/2018-19/MK/02
3	Date of release of Bidding Document	Date: 06/06/2018 Day: Wednesday
4	Last date of submission of Pre Bid queries	Date: 13/06/2018 Time: 01.00pm
5	Date of Pre-Bid Meeting	Date: 21/06/2018 Time: 01.00pm
6	Last date and time for Submission Bids	Date: 02/07/2018 Time: 01.00pm
7	Place of Bid Submission and opening of Bids	National Payments Corporation of India, Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai - 400063 Phone- 022 40508500
8	Name and Address for communication	ABHAY THAKUR
		National Payments Corporation of India Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon east, Mumbai - 400063 Phone- 022 40508500 E-mail: abhay.thakur@npci.org.in SWETA AGGARWALL National Payments Corporation of India
		Unit no. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon east, Mumbai - 400063 Phone- 022 40508500 E-mail: abhay.thakur@npci.org.in
9	Bid Related Queries	ABHAY THAKUR Mobile: +91-8291248793 Email: <u>abhay.thakur@npci.org.in</u>
		SWETA AGGARWALL Mobile: +91-8879760278 Email: <u>sweta.aggarwall@npci.org.in</u>
10	Bid cost	Rs. 5,000 plus applicable GST @18%
11	EMD/Bid Security	Rs. 5,00,000 (Rupees Five Lakh Only)

Section 1 – BID Schedule and Address

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

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

Section 2 – Introduction

2.1 About NPCI

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

The vision, mission and values of NPCI are:

Vision - To be the best payments network globally

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

NPCI is currently present on below mentioned platforms:

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

2.2 **Objective of this RFP**

This bid is being issued for onboarding market research agency having the requisite competency to conduct a brand health check research once every quarter on demand for NPCI's RuPay product. The Market Research Agency will work with NPCI for the scope of work detailed in Section 3

2.3 Cost of RFP

The Bidder shall bear all costs associated with the preparation and submission of its bid and NPCI will, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The Bidders shall submit the bids at NPCI's office at Unit No. 301, 3rd Floor, Raheja Titanium, Off Western Express Highway, Goregaon (East), Mumbai – 400063 along with non-refundable amount of ₹ 5,900 (INR Five Thousand Nine Hundred and only), payable in the form of Demand Draft/Pay order from any Scheduled Commercial bank in India favoring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai along with Envelope A. This RFP document is nontransferable and cost of RFP document is non-refundable.

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 RFP

The content of this RFP is a copyright material 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

3.1 Scope of Work:

- 3.1.1 RuPay, a card payment scheme launched by the National Payments Corporation of India (NPCI), has been conceived to fulfill Reserve Bank of India (RBI)'s vision to offer a domestic, open-loop, multilateral system which will allow all Indian banks and financial institutions in India to participate in electronic payments.
- 3.1.2 NPCI is planning to launch campaigns at regular interval to positively impact the brand KPIs (Key Performance Indicators). These are following but not limited to:
- 3.1.3 Awareness, Familiarity, Consideration, Preference, Recommendations. It also important for NPCI to know brand perception, brand persona, change in customer base over the period etc
- 3.1.4 NPCI will be assigning successful bidder to conduct a market research exercise to understand brand's health vis-à-vis competition in terms of salience, consumption & disposition as well as Perception to brand's health at regular intervals as specified in section 3.2

3.2 Detailed scope of work:

3.2.1 Research Objectives:

- To track the brand's health vis-à-vis competition in terms of salience, consumption & disposition and perception to brand's health
- Understand the mindshare (Awareness & Consideration) of RuPay in the minds of the target audience, and its progress...
- Identification of Core Brand Values What does the brand RuPay currently stand for in terms of consumer perception?
- Determining the brand persona of RuPay Who and what does RuPay stand for? Which type of user personalities does it gets associated with?
- Measurement of current equity in competitive context
- To evaluate the attributes that connects the brand with the people
- Measure the RuPay brand KPIs vis-à-vis the competition
- Understand the impact of the campaign by measuring the brand KPIs
- Understanding factors driving usage and acceptance of RuPay and other card schemes
- Consumer usage patterns as well as preferred category wise spending patterns (RuPay vis-à-vis Competition)

3.2.2 Research Methodology:

The continuous brand health check will have 4 waves (once in quarter on demand) in a year to keep track of improvement over the period. Detailed methodology adopted for the study has to be submitted by the agency for technical evaluation. Add-on services to track brand performance on real time will also be taken in to consideration during technical evaluation. The brand KPIs will be the key parameters to evaluate along with the promotional campaigns.

The city will be divided in to 5 zones and purposive sampling will be followed and equal number of interviews to be conducted in each zone. Interview Methodology: Structured Face-to-Face, CAPI (Computer Aided Personal Interview)

3.2.3 Target Group:

- Working Males and Females
- Age: 21 50 yrs
- 21-35 years : Quotas to be maintained
- 36-50 years : Quotas to be maintained
- SEC A ,B, C, (if required D in case of PMJDY account holders)
- Key / joint decision maker in the household with respect to opening a bank account
- Currently has a savings bank account in his/her name
- Currently uses at least one debit card/ Credit cards/Prepaid cards (Quotas to be maintained)

3.2.4 Sampling:

Zone	Cities	Town Class	Sample size
North	Delhi	Metro	200
North	Jaipur	Mini Metro	200
North	Lucknow	Mini Metro	200
North	Ludhiana	Tier 1	200
East	Bhubaneshwar	Tier 1	200
East	Kolkata	Metro	200
East	Patna	Tier 1	200
East	Guwahati	Tier 1	200
West	Indore	Tier 1	200
West	Mumbai	Metro	200
West	Pune	Mini Metro	200
West	Ahmedabad	Tier 1	200
South	Chennai	Metro	200
South	Hyderabad	Mini Metro	200
South	Bangalore	Mini Metro	200
South	Cochin	Tier 1	200
	Total		3200

3.2.5 Time Scales/ Activity schedule:

Activity per wave	Working duration Cumulative workir time		
Go ahead from NPCI every Quarter post issuance of PO	-	-	
First draft of questionnaire to be shared	0.5 weeks	0.5 weeks	
Confirmation on the questionnaire	0.5 weeks	1 week	
Field set-up (Translations, briefing, mock calls, etc.)	1 week	2 weeks	
Fieldwork	2.5 weeks	4.5 weeks	
Data Processing and Analysis	1.5 weeks	6 weeks	
Report for the Quarter (Wave)	1 week	7 weeks	

Aforesaid is the indicative schedule, which is subject to such change as NPCI may in its sole and absolute discretion shall deem fit and proper. Intimation of which shall be provided to successful Bidder in timely manner, if in the event there is any variation/ change.

3.2.6 Resource Allocation:

Bidder will allocate dedicated client service executive for the study. Reallocation of the same will be done as per clause 7.21.

3.2.7 Deliverables:

- Successful bidder need to submit a detailed report of the study containing all the insights related to the description stated in Clause 3.1 and 3.2 herein above, including and not restricting such additional activities which NPCI may require the successful Bidder to undertake/carry out, as per NPCI's sole and absolute discretion (which shall be mutually discussed and agreed).
- Successful bidder need to present detailed insights per wave to NPCI management in person. Such presentation will be expected per wave
- Starting Points planned (Before start of the Study) and actual covered (Along with Deliverables)
- Field work status update twice a week.
- Quality control measures
- Successful bidder needs to submit credentials of the respondent to NPCI (as per the format prescribed in Annexure A10
- Raw data/ Data tables
- In the event any/all of the aforesaid deliverables are assigned by the successful Bidder to any subcontractor; the successful Bidder shall be solely responsible for the all acts, actions of such sub-contractor. Successful Bidder shall ensure that the sub-contractor(s) adhere to the confidentiality terms of this RFP at the same degree as shall be maintained by the successful Bidder

NPCI will be assigning successful bidder to conduct a market research exercise to understand the brand health as well as perception and impact of promotional campaigns over the period (there will be 4 waves, once in a quarter on demand).

3.3 **Obligations of the Bidder**

3.3.1 Standard of Performance:

The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology. The Bidder shall always act in respect of any matter relating to this RFP to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties.

3.3.2 Prohibition of Conflicting Activities:

The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under this RFP.

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

Section 4 - Eligibility Criteria

The bidder 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.

- 4.1.1 Bidder should be a Company registered under the Companies Act or LLP / firm (registered under the respective Acts) for last 3 years.
- 4.1.2 Bidder should have minimum annual turnover of ₹ 2 crores during each of last three (3) financial years i.e. 2014- 15, 2015- 16 and 2016 17 (or Calendar year 2015, 2016, 2017 or the bidder's financial years).
- 4.1.3 Bidder should be profit (after tax) making Company in any one of the last three (3) financial years, i.e. 2014-15, 2015- 16 and 2016 - 17 (or Calendar year 2015, 2016, 2017).
- 4.1.4 Bidder should have full-fledged office/branch in India having permanent staff for research analysis/ methodology strategy creation /client service persons etc. and all required infrastructure for the market research including CAPI (Computer aided personal interview) capabilities and structured face-to-face interview.
- 4.1.5 The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
- 4.1.6 The agency should have been performing similar work as detailed in the scope of work for at least 3 clients (banking & finance, Non-banking space) for last two (2) year as on the date of submission of the bids. (At least 3 ongoing brand tracks for 3 clients)
- 4.1.7 The bidder should not have incurred any loss in the business for last three years
- 4.1.8 Provide contact details of other clients
- 4.1.9 Provide details mention any Standards/ Certifications that is compliant to
- 4.1.10 RFP say that bidders must disclose any proprietary tools needed in procurement
- 4.1.11 The bidder should provide the statement including personnel background and experience information, of the contractor's proposed project staff
- 4.1.12 The bidder should provide a statement of corporate financial resources, a history of prior involvement in similar projects, and information regarding pending litigation, debarment or suspension, etc

Section 5 – Instruction to Bidders

A. <u>The Bidding Document</u>

5.1 **RFP:**

5.1.1 RFP shall mean Request for Proposal.

- 5.1.2 Bid and Tender are used to mean the same.
- 5.1.3 The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in 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.

5.2 Cost of Bidding:

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

5.3 Content of Bidding Document:

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

5.4 Clarifications of Bidding Documents:

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

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

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

5.5 Amendment of Bidding Documents:

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

5.6 Bid Price:

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

5.7 Earnest Money Deposit (EMD) Bid Security:

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

5.8 Return of EMD:

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

5.9 Forfeiture of EMD:

The EMD made by the bidder will be forfeited if:

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

5.10 Period of Validity of Bids:

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

5.11 Format of Bid:

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

5.12 Signing of Bid:

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

C. Submission of Bid

5.13 Three-Envelope Bidding process:

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

5.14 Contents of the 3 Envelopes:

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

5.14.2 Envelope 'B' – should be super scribed as "Technical Bid"

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

5.14.3 Envelope 'C' - Commercial Bid:

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

NPCI/RFP/2018-19/MK/02

5.15 Bid Submission:

- 5.15.1 Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in Section 1.
- 5.15.2 The offers should be made strictly as per the formats enclosed.

5.16 Bid Currency:

5.16.1 All prices shall be expressed in Indian Rupees only.

5.17 Bid Language:

5.17.1 The bid shall be in English Language.

5.18 Rejection of Bid:

The Bid is liable to be rejected if:

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

5.18.2 It is received through Fax/E-mail.

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

- 5.18.4 Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.
- 5.18.5 No Bid shall be rejected at Bid opening, except for late Bids.

5.19 Deadline for Submission:

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

5.20 Extension of Deadline for submission of Bid:

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

5.21 Late Bid:

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

5.22 Modifications and Withdrawal of Bids:

- 5.22.1 Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- 5.22.2 No bid will be modified after the deadline for submission of bids

5.23 Right to Reject, Accept/Cancel the bid:

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

5.24 RFP Abandonment:

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

5.25 Contacting NPCI:

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

Section 6 – Bid Evaluation

6.1 **Opening of Bids:**

- 6.1.1 NPCI will open Envelope 'A' and 'B' in presence of Bidder's or Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time and uploaded on the website.
- 6.1.2 The representatives of the Bidders have to produce an authorization letter from the Bidders to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidder or Bidders' representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

6.2 Preliminary Examination of Technical Bids:

- 6.2.1 Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which will comply to the eligibility criteria will be taken up for further technical evaluation.
- 6.2.2 NPCI will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.
- 6.2.3 NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 6.2.4 If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 6.2.5 NPCI will form an Evaluation Committee to evaluate the applicants to onboard market research agency. Technical bid has to be submitted in the following formats to the NPCI.
 - 6.2.5.1 Research proposal 2 hard copies and a soft copy in CD
 - 6.2.5.2 Commercials in separate envelope
 - 6.2.5.3 Presentation in person
- 6.2.6 NPCI will call for a presentation (intimation will be sent to eligible bidders) on the proposal submitted from the short-listed applicants. The presentation of the applicant must consist, but not limited to:
 - 6.2.6.1 Research Methodology and process
 - 6.2.6.2 Deliverables of research (Add-on services or deliverables e.g. A Dashboard, data tables etc)
 - 6.2.6.3 Quality and accuracy proposed
 - 6.2.6.4 Timelines
- 6.2.7 The Evaluation Committee will review the application of all shortlisted agencies on the basis of above mentioned parameters.
- 6.2.8 Written replies submitted in response to the clarifications sought by NPCI, if any, will be reviewed.

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

6.3 Evaluation of Commercial Bids:

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

6.4 Successful Evaluated Bidder:

- 6.4.1 Bidder who has quoted the lowest will be declared as successful evaluated Bidder who will be called L1 Bidder.
- 6.4.2 NPCI reserves the right to place the order with the L2 bidder, in case the L1 Bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 Bidder matches the price quoted by the L1 Bidder.

Section 7 Terms and Conditions

7.1 Notification of Award/Purchase Order:

- 7.1.1 After selection of the L1 Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award/Purchase Order to the selected successful Bidder.
- 7.1.2 Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI
- 7.2 Signing of Purchase Order (Acceptance Procedure)
- 7.2.1 Within 5 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order.
- 7.2.2 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.
- 7.2.3 Upon the successful Bidder accepting the Purchase Order and signing the contract/RFP, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

7.3 Terms of Delivery:

7.3.1 The Final deliverables of each wave shall be submitted/ delivered on quarterly basis (per wave) post receipt of the Purchase Order

7.4 Penalty for default in delivery:

- 7.4.1 If the Bidder does not deliver the agreed deliverables (Clause 3.2.7) as per the above mentioned activity scheduled (Clause 3.2.6) or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ the rate of 0.5% of the total value of the Purchase Order for each week's delay to a maximum of 5% of the total value of the Purchase Order, which shall be recovered for delayed deliveries, this shall be without prejudice to any other right or remedy available to NPCI under this RFP / Purchase Order as shall be issued to the successful Bidder.
- 7.4.2 In the case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the Purchase Order, as shall be issued to the successful Bidder.
- 7.4.3 Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the penalty, if any, accruing to NPCI, as above, from any amount payable to the Bidder/Agency, as per the Purchase Order(s)

7.5 Performance Bank Guarantee

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

7.6 Taxes and Duties:

- 7.6.1 Commercial Bid should be in Indian Rupees exclusive of all taxes which will be paid extra, at actuals on production of original tax invoice in name of National Payments Corporation of India. Such taxes shall be mentioned separately in the Price Schedule.
- 7.6.2 The Bidder shall meet the requirements of Goods & Services Tax (GST) Act and rules made thereunder from time to time.
- 7.6.3 If the transaction is of such nature which requires deduction of tax at source as per prevailing Income Tax Act then such taxes shall be deducted from the payment at rates prevailing from time to time. In case, you are eligible for "No deduction" or "Lower rate for deduction" of applicable tax at source than the rate prescribed by the Income Tax Act then, you shall submit the necessary certificate issued by competent Income Tax authority valid for the period pertaining to the payment.

7.7 Payment Terms:

- 7.7.1 Payment shall be done after completion of work and submission of deliverables certified by NPCI Officer, within 30 working days from the date of receipt of correct Invoice.
- 7.7.2 PAN card and GST details need to be furnished before claiming payment.

7.8 Price:

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

7.9 Term of Order/Engagement and Extension

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

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

7.10 Legal Compliances:

- 7.10.1 The Bidder confirms to NPCI that its personnel/employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.
- 7.10.2 The Bidder shall allow NPCI as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. NPCI shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

7.11 Compliance of Labor and other Law:

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

7.12 No Damage of NPCI Property

Successful Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the terms of contract/Purchase Order. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.

7.13 Intellectual Property:

7.13.1 All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in RFP including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to this RFP shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in RFP, this clause shall survive indefinitely, even after termination of this Purchase Order.

7.14 Confidentiality:

7.14.1 The Bidder shall (whether or not he submits the bid) treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in Annexure 5 hereof.

7.15 Indemnity

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

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

- 7.15.11 Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.
- 7.15.12 Bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software or other systems supplied by them to NPCI from whatsoever source, provided NPCI notifies the Bidder in writing as soon as practicable when NPCI becomes aware of the claim however,
 - a) the Bidder has sole control of the defense and all related settlement negotiations
 - b) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above.
 - c) NPCI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where NPCI is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

7.16 Bidder's Liability

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

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

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

7.17 Liquidated Damages

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

7.18 Fraudulent and Corrupt Practice

- 7.18.1 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Scope of work/ Deliverables and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.
- 7.18.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of Scope of work/ Deliverables execution.
- 7.18.3 NPCI will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the Scope of work/ Deliverables.

7.19 Force Majeure

Notwithstanding the provisions of the RFP, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the proposed Purchase Order is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving NPCI or bidder's fault or negligence and not foreseeable including and not restricting: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

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

7.20 Compliance with Applicable Laws of India

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

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the RFP, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NPCI and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder confirms to NPCI that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow NPCI as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. NPCI shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

7.21 Replacement of Resources:

- 7.21.1 NPCI shall consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, NPCI shall have the option either (1) to terminate the Purchase Order in part or as a whole or (2) to request Bidder for prompt replacement within 7 days at Bidder's cost.
- 7.21.2 In case any key resource working on the project wants to leave from service then Bidder shall take proper handover from the candidate before relieving him/her from the job so that NPCI operations shall not be affected.

7.22 Purchase Order cancellation

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

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

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

In case of order cancellation, any payments made by NPCI to the Bidder would necessarily have to be returned to NPCI with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the proposed Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.

7.23 Termination of Purchase Order

- 7.23.1 For Convenience: NPCI by written notice sent to Bidder may terminate the Purchase Order/ this RFP in whole or in part at any time for its convenience giving one months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the RFP / Purchase Order / this RFP/contract is terminated and the date upon which such termination become effective
- 7.23.2 For Insolvency: NPCI may at any time purchase order by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI.
- 7.23.3 For Non-Performance: NPCI reserves its right to terminate purchase order /this RFP in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year) to maintain the service level prescribed by NPCI.

7.24 Effects of Termination:

- 7.24.1 In the event of termination of the RFP/Purchase order, the Bidder shall immediately return all the confidential information that he may be in position of or under his direct or indirect control, and shall destroy all memoranda notes, and other writings available with Bidder and promptly certify such destruction.
- 7.24.2 Bidder will submit the completed work as on the date of termination
- 7.24.3 Payment of undisputed invoices shall be made by NPCI as on the date of the termination.
- 7.24.4 Bidder shall continue to abide with confidentiality terms of this RFP/ Purchase order
- 7.24.5 Bidder shall provide all the information and data related to assignments pending as on the date of termination, thereby enabling NPCI to take further appropriate actions in completing the same, in mode and manner as NPCI shall deem fit and proper in its sole and absolute discretion.

7.25 Resolution of Disputes

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

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

7.26 Governing Law

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

7.27 Applicable Law

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

7.28 Governing Language:

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

7.29 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose: The MD & Chief Executive Officer National Payments Corporation of India, 1001A, B wing, 10th Floor, The Capital, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

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

Section 8 : To be put in Envelope A

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

Annexure A1 Bidder's Letter for EMD/Bid Security

То

The Chief Executive Officer

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

Re: RFP No. NPCI/RFP/2018-19/MK/02dated 06.06.2018 for Onboarding Market Research agency for NPCI.

We have enclosed an EMD in the form of a Demand Draft No.______ issued by the branch of the ______Bank, for the sum of Rs. <> This EMD is as required as defined in Section 1 – Bid Schedule and Address. Thanking you, Yours faithfully, (Signature of the Bidder(s)) Printed Name: Designation: Seal: Date: Business Address:

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

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

National Payments Corporation of India: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that______ (hereinafter called "the Bidder(s)") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of ______ under RFP No. NPCI/RFP/2018-19/MK/02

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

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

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

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

This guarantee will expire:

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

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

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

[Signature]

Annexure A 1.3 – Bid Security (Performance 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 - 400 051

Performance Bank Guarantee No:

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.

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)------ (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).

NPCI/RFP/2018-19/MK/02 RFP FOR ONBOARDING MARKET RESEARCH AGENCY – RuPay BRAND HEALTH CHECK STUDY

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:

То

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

Dear Sir,

Re: RFP No. NPCI/RFP/2018-19/MK/02 dated for Onboarding Market Research agency for NPCI.

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

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

Addendum No./ Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.

2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder(s) of this RFP.

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

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

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

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

Until a formal contract/ purchase order is prepared and executed with the selected bidder(s), this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.
NPCI/RFP/2018-19/MK/02 RFP FOR ONBOARDING MARKET RESEARCH AGENCY – RuPay BRAND HEALTH CHECK STUDY

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	Details of the Bidder(s)						
1	Name of the Bidder(s)						
2	Address of the Bidder(s)						
3	Status of the Compan Partnership firm / LLP)	y (Public Ltd/ Pvt. Ltd	d /				
4	Details of Incorporation		Date:				
			Ref#				
6	Valid GST registration no.						
7	Permanent Account Num	Permanent Account Number (PAN)					
8	Name & Designation of t all references shall be ma		lom				
9	Telephone No. (with STD Code) & mobile number						
10	E-Mail of the contact pers	son:					
11	Fax No. (with STD Code)						
12	2 Website						
	Financial D	etails (as per audited Bala	ance Sheets) (in Cr)				
13	Year	2014-15	2015-16	2016-17			
14	Turnover						
15	PAT (Profit After Tax)						

Annexure A4 – Eligibility Criteria Matrix

Sr. No.	Criteria	Supporting document	Status
------------	----------	---------------------	--------

1.	The bidder(s) should be a Company registered under	Company incorporation	Submitted / Not
1.	the Companies Act/ Partnership / LLP since the last three years.	certification	Submitted / Not
2.	Bidder should have minimum annual turnover of ₹ 2 crores during each last three (3) financial years i.e. 2014- 15, 2015- 16 and 2016 - 17 (or Calendar year 2015, 2016, 2017).	Company's Audited Balance-sheet and Profit- Loss statements	Submitted / Not Submitted
3.	Bidder should be profit (after tax) making Company in any one of the last three (3) financial years, i.e. i.e. 2014- 15, 2015- 16 and 2016 - 17 (or Calendar year 2015, 2016, 2017).	Company's Audited Balance-sheet and Profit- Loss statements	Submitted / Not Submitted
4.	The Company should have never been blacklisted / barred / disqualified by any bank/institution in India or aboard.	The Company should provide an undertaking for same	Submitted / Not Submitted
5.	The agency should have been performing similar work as detailed in the scope of work for at least 3 clients (banking & finance, Non-banking space) in the last two (2) year as on the date of submission of the bids. (At least 3 ongoing brand tracks for 3 clients)	Provide client certificate or the contract with client indicating the scope of project as desired	Submitted / Not Submitted
6.	Bidder(s) should have full-fledged office/branch having permanent staff for media analysis/strategy creation/client service persons etc. and all required infrastructure including computers, laptops, printers, software etc in Mumbai.	Supporting document for existence [Telephone, internet, electricity bill etc.]	Submitted / Not Submitted
7.	All the activities during the engagement should be performed by company or lead company (in case of consortium) directly. Any specialized work through other agency should be detailed along with agency name & scope of work.	Details of specialized agency and scope of work	Submitted / Not Submitted
8.	In case of consortium lead bidder must comply with all eligible criteria.	Details of all the companies participating in consortium has to be submitted	Submitted / Not Submitted

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for NPCI/RFP/2018-19/MK/02 dated 06.06.2018 *Onboarding Market Research agency for NPCI*.

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

Yours faithfully,

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

Annexure A6 – Declaration for Acceptance of RFP Terms and Conditions

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

Sir,

Re: RFP No. NPCI/RFP/2018-19/MK/02dated for Onboarding Market Research agency for NPCI.

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

Yours faithfully, (Signature of the Bidder(s)) Printed Name Designation Seal Date:

Business Address:

Annexure A7 – Power of Attorney Format

(On Stamp paper of relevant value)

Know all men by the present, we ______ (name of the company and address of the registered office) do hereby appoint and authorize Mr. ______ (full name and residential address) who is presently employed with us holding the position of ______ as our attorney, to do in our name

NPCI/RFP/2018-19/MK/02

and on our behalf, deed and things necessary in connection with or incidental to our proposal for "_____" in response to the RFP No. **NPCI/RFP/2018-19/MK/02**by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid.

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

Dated this _____ day of _____ 2016.

For ______.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

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

То

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

Re: RFP No. NPCI/RFP/2018-19/MK/02 dated for Onboarding Market Research 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	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(s))

Printed Name

Designation

Seal

Date:

Business Address:

Annexure A9 – NON-DISCLOSURE AGREEMENT

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

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 (Section 8 of the Companies Act, 2013) and having its registered office at 1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051,

Maharashtra, CIN: U74990MH2008NPL189067 (Hereinafter referred to as **"NPCI"**, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

______, a company registered in _____and having its registered office at ______ (Hereinafter referred to as "------", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

NPCI and ------ 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 NPCI and ------ to perform the considerations (hereinafter called "Purpose") set forth in below:

To conduct consumer research to check RuPay brand health at regular interval. The study will be conducted India by devising India in to four zones east, west, north, south, center and select 3 towns in each zone. 200 face to face interviews will be conducted per town. Total sample size of 3200 will be conducted per wave (Once a quarter) to understand

- To track the brand's health vis-à-vis competition in terms of salience, consumption & disposition and perception to brand's health
- Understand the mindshare (Awareness & Consideration) of RuPay in the minds of the target audience, and its progress...
- Identification of Core Brand Values What does the brand RuPay currently stand for in terms of consumer perception?
- Determining the brand persona of RuPay Who and what does RuPay stand for? Which type of user personalities does it gets associated with?
- Measurement of current equity in competitive context
- To evaluate the attributes that connects the brand with the people
- Measure the RuPay brand KPIs vis-à-vis the competition before the campaign
- Understand the impact of the campaign by measuring the brand KPIs
- Understanding factors driving usage and acceptance and their for payment network?
- Consumer usage patterns as well as preferred category wise spending patterns (RuPay vis-à-vis Competition)

Analyze the collected data post quality checks and deliver the findings. Deliverable includes:

- Successful bidder need to submit raw data/ data tables and a detailed report of the study containing all the insights related to the description stated in herein above, including and not restricting such additional activities which NPCI may require the successful Bidder to undertake/carry out, as per NPCI's sole and absolute discretion (which shall be mutually discussed and agreed).
- Successful bidder need to present detailed insights per wave to NPCI management in person. 2 Such presentation will be expected per wave
- Starting Points planned (Before start of the Study) and actual covered (Along with Deliverables)
- Field work status update twice a week.

• Quality control measures

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either 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 either 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 by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

- 1. 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 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 parties 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

NPCI/RFP/2018-19/MK/02 RFP FOR ONBOARDING MARKET RESEARCH AGENCY – RuPay BRAND HEALTH CHECK STUDY

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

Article 6: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 7: NON-WAIVER

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

Article 8: DISPUTE RESOLUTION

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 mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 9: GOVERNING LAW AND JURISDICTION

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

Article 10: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 11: TERM

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

Article 12: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other 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 such other Party's prior written consent.

Article 13: 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. 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. 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.

3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

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

NATIONAL INDIA	PAYMENTS	CORPORATION	OF	TYPE COMPANY NAME
By:				Ву:
Name:				Name:

Designation:

Designation:

Annexure A10 – Format for Respondent details submission

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

Section 9 – To be put in Envelope "B"

Annexure B1 – Client Details

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

RFP FOR ONBOARDING MARKET RESEARCH AGENCY – RuPay BRAND HEALTH CHECK STUDY

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

Signature: ______.

Name:_____-

Designation:_____

Company's Name:

Date: _____, Place _____

Annexure B2 – Curriculum Vitae

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

- 1. Proposed Position:
- 2. Name of Agency [Insert name of firm proposing the staff]:
- 3. Name of Staff [Insert full name]:

4. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

5. Membership of Professional Associations:

6. Employment Record [Starting with present position, list in reverse order every employment held since graduation, giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:

From[Year]:To[Year]:Employer:Positions held:Image: Comparison of the second s

7. Detailed Tasks Assigned

a) Current responsibilities

(ii) Year:

- (iii) Location:
- (iv) Clients handled:
- (v) Main project features:

(vi) Positions held:

8. Awards / Recognition / Rewards won in individual capacity

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

Signature & Date (Individual's Name & Signature)

Verified by (Company Name)

Annexure B3 – Details of top 3 Projects

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

S.No.	Particulars	Details
1.	Name of the Project	

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

Signature:		
Name:		
Designation:		
Date:	, Place	

Section 10 – To be put in Envelope "C"

Annexure 3: Price Format

					TOTAL
SR NO	PERIOD	DESCRIPTION	QTY	UNIT PRICE	
				(Rs.)	(Rs.)
А					
1	From MMYYYY to MMYYYY)	Professional service charge for conducting a market research to check brand health for RuPay and understand the effectiveness of RuPay campaigns (Wave #)	1		
	CGST @ 9%				Rs.
			SGST @ 9%		Rs.
		C	Grand Total		Rs.
СОМРА	NY'S NAME				
OFFER RE	F. AND DATE				
SIGI	NATURE				
DESIG	GNATION				

Annexure 4: Commercial Bid Form - - To be put in Envelope 'B'

(To be included in Commercial Bid Envelope)

To:

Date:

NPCI

Dear Sir,

Re: RFP No. NPCI/RFP/2018-19/MK/02dated 06/06/2018 for Onboarding Market Research Agency for NPCI

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

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

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

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

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

Dated this.....2015.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of