



**Request for Proposal for RuPay Lounge Access Program for RuPay Cards 2022-23**

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**RFP Reference No: NPCI/RFP/2022-23/RuPay/01 dated 22.12.2022**

**National Payments Corporation of India**

**Unit no. 301, 3rd floor,**

**Raheja Titanium,**

**Western Express Highway,**

**Goregaon East, Mumbai 400063**

**Website: [www.npci.org.in](http://www.npci.org.in)**

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## **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidders (defined below) or applicants whether verbally or in documentary form by or on behalf of National Payments Corporation of India (NPCI), is provided to the Bidders or applicants 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" / "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 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 Details about RFP**

Please note that:

1. This is a RFP to enable relevant bidders who are in business of providing domestic and international airport lounge access services either directly / or through tie ups along with railway lounges, to bid in this RFP.
2. In addition to above, bidders will also be required to provide quotations for additional services, which they have, for RuPay customers.
3. Commercial Bids will be opened in the presence of the Bidder and/or Bidders' authorized representative who chooses to attend Bid-opening meeting.

### **Checklist**

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

1. Both the eligibility and commercial Bids prepared in accordance of RFP document.
2. Envelope 'A' Eligibility Criteria Response-For both Domestic and International Lounge Program
3. Envelope 'B' Commercial bid - B1 for Domestic Lounge and additional services Program and B2 for International Lounge Program
4. Copy of the RFP document duly sealed and signed by the signatory.
5. All the pages of eligibility criteria response and commercial bid duly sealed and signed by the signatory.
6. All relevant certifications, audit reports, to be enclosed to support claims made in the bid must be in relevant envelopes.
7. All the pages and submitted documents as part of bid must be duly sealed and signed by the signatory.
8. Prices to be quoted in Indian Rupees (INR) for Domestic Lounge Program & extended services and in US Dollars (USD) for International Lounge Program.

## Contents

Copyright Notice.....	2
Disclaimer.....	2
Important Details about RFP .....	2
Checklist .....	3
Abbreviation and Acronyms.....	6
Section 1 – BID Schedule and Address .....	7
Section 2 – Introduction .....	8
2.1 About NPCI: .....	8
2.2 Objective of this RFP: .....	8
2.3 Cost of the RFP .....	8
2.4 Due Diligence.....	8
2.5 Ownership of this RFP .....	9
Section 3 – Scope of Work .....	10
3.1 Scope of work: .....	10
3.2 Single Point of Contact .....	11
Section 4 – Eligibility Criteria .....	12
4.1 For Domestic Lounge Program: .....	12
4.2 For International Lounge Program: .....	13
Section 5 – Instruction to Bidders .....	14
5.1 The Bidding Document .....	14
5.2 Preparation of Bid.....	15
5.3 Submission of Bid.....	16
5.3.1 Envelope Bidding process: .....	16
5.3.2 Contents of the 2 Envelopes: .....	16
5.3.4 Bid Currency: .....	17
5.3.6 Rejection of Bid .....	17
5.3.7 Deadline for Submission: .....	17
5.3.8 Extension of Deadline for submission of Bid:.....	18
5.3.9 Late Bid:.....	18
5.3.10 Modifications and Withdrawal of Bids: .....	18
5.3.11 Right to Reject, Accept/Cancel the bid: .....	18
5.3.12 RFP Abandonment: .....	18
5.3.13 Bid Evaluation Process: .....	18
5.3.14 Contacting NPCI: .....	18
Section 6 – Bid Opening .....	19
6.1 Opening of Bids: .....	19
6.2 Acceptance of Eligibility & Commercial Bids: .....	19
6.3 Opening of Commercial Bids: .....	19
Section 7 – Bid Evaluation.....	20
7.1 Preliminary Examination of Eligibility Bids: .....	20
7.2 Evaluation of Commercial Bids: .....	20
7.3 Successful Evaluated Bidder: .....	20
7.3.1 For the Domestic Lounge Program .....	20
7.3.2 For the International Lounge Program .....	21
Section 8 – Terms and Conditions .....	22
8.1 Notification of Award: .....	22
8.2 Term of the Order .....	22
8.3 Taxes and Duties:.....	22
8.4 Delivery Schedule: .....	22
8.5 Payment Terms: .....	22
8.6 Service Level Agreement (SLA) / Deliverables.....	23
8.7 Price: .....	24
8.8 Confidentiality: .....	25
8.9 Indemnity .....	25

8.10 Obligations of the Bidder.....	25
8.11 Execution of detailed definitive agreement:.....	26
8.12 Renewal / Extension of detailed definitive agreement:.....	26
8.13 Bidder's Liability.....	26
8.13.1 Liability.....	26
8.13.2 Exit option and contract re-negotiation .....	27
8.14 Termination of Contract.....	27
8.15 Effect of Termination.....	28
8.16 Force Majeure.....	29
8.17 Resolution of Disputes.....	30
8.18 Compliance with Applicable Laws of India .....	30
8.19 Legal Compliances: .....	31
8.20 Intellectual Property Rights: .....	31
8.21 Applicable Law and Jurisdiction .....	32
8.22 Solicitation of Employees .....	32
8.23 No Damage of NPCI Property .....	32
8.24 Fraudulent and Corrupt Practice.....	32
8.25 Order Cancellation .....	33
8.26 Governing Language .....	33
Addresses for Notices .....	33
Annexure A - Bid Offer Form (without Price) .....	34
Annexure B - Bidder Information .....	36
Annexure C - Declaration for Clean Track Record .....	37
Annexure D - Declaration for Acceptance of RFP Terms and Conditions.....	38
Annexure E - Declaration for Acceptance of Scope of Work.....	39
Annexure F - Format Power of Attorney.....	40
Annexure G - Eligibility Criteria Compliance .....	41
Annexure H – Domestic Lounge access availability confirmation on below mentioned Lounges (confirmation to be provided by the Bidder on their Letter Head) .....	42
Annexure I: B1-Commercial Bid for Domestic Lounge Access & Additional Services .....	43
Annexure J – NDA .....	46
Annexure K – International Lounge access availability confirmation on below mentioned Countries (confirmation to be provided by the Bidder on their Letter Head) .....	51

**Abbreviation and Acronyms**

The abbreviations and acronyms given in the RFP is given below.

NPCI	National Payments Corporation of India
RFP	Request for Proposal
IIN	Issuer Identification Number

**Section 1 – BID Schedule and Address**

Sr. No.	Description	
1	Name of Project	Request for proposal for RuPay Lounge Access Program for RuPay Cards 2022-23
2	Tender Reference Number	NPCI/RFP/2022-23/RuPay/01 dated 22.12.2022
3	Date of releasing RFP to Bidders	22 <sup>nd</sup> December, 2022
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	29 <sup>th</sup> December, 2022
5	Last date and time for Submission Bids	13 <sup>th</sup> January, 2023 15:00 hrs
6	a) Date and Time of Commercial Bid Opening	Will be communicated to qualified bidders
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, India
8	Name and Address for communication	Head - RuPay Product National Payments Corporation of India Unit No. 301, 3rd Floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai-400063, India E-mail: <a href="mailto:denny.thomas@npci.org.in">denny.thomas@npci.org.in</a>
9	Bid Related Queries	Mr. Ashish Gupta Email id: <a href="mailto:ashish.gupta@npci.org.in">ashish.gupta@npci.org.in</a> Contact No: 8657990618  Mr. Writaj Dhar Contact No: 8552938549 Email id: <a href="mailto:writaj.dhar@npci.org.in">writaj.dhar@npci.org.in</a>

*Note: Commercial bids will be opened in the presence of the Bidders' representative who chooses to attend.*

## **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 has been promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks. Presently 54 banks are shareholders of NPCI. Out of which 17 are Public Sector Banks (PSB), 17 Private Sector Banks, 3 Foreign Banks, 10 Multi State Cooperative Banks and 7 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 six core values: Passion for Excellence, Collaboration, Customer Centricity, Agility, Security and Innovation

### **2.2 Objective of this RFP:**

This RFP is being issued by NPCI for soliciting offers and rates from the bidder in order to provide seamless offering of Lounge Access as per defined service level agreement (SLA – defined below) to RuPay card holders & managing lounge access program for RuPay Cards.

### **2.3 Cost of the RFP**

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

The Bidders can submit the bid response at NPCI's office at Unit no. 301, 3rd floor, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai 400 063.

### **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. The bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. In addition, the decision of NPCI on rejection of bid shall be final and binding on the Bidder and grounds of rejection of bid should not be questioned during/after the final declaration of the successful Bidder.

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 by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries as given in Section-1 will not be considered.

## **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 in paper or electronic media without prior written permission from NPCI.

### Section 3 – Scope of Work

#### 3.1 Scope of work:

For Domestic Lounge program, the Bidder should be able to provide seamless access to participating lounges at:

1. All Indian Airport Terminals
2. All Indian Railway Stations
3. Through UPI QR code for RuPay Credit Card holders at Indian airports and railway stations (to be developed in case if not ready within mutually agreed timelines)
4. Bidder should also be able to provide additional services like F&B, meet & greet, transfers etc. on-boarded for a particular program, variant or an issuer, as per the rates quoted in the commercial bid

For International Lounge program, the Bidder should be able to provide seamless access to the participating lounges at:

1. International airports (airports in foreign countries) at all their available terminals
2. Through payment card (to be developed in case if not ready within mutually agreed timelines)

to RuPay Cardholders as per defined Service Level Agreement and deliverables (Clause 8.6) and as per agreed commercials which will be agreed up on selected LI Bidder (**“RuPay Lounge Access Program”**).

The L1 bidder will be chosen independently for Domestic as well as International programs. Therefore, bidders will have to provide their respective commercial bids for Domestic and International program separately.

For the purpose of clarity of this clause RuPay card shall mean all such variants of RuPay Card/ OTG (personalized / non personalized), issued by a RuPay member bank on an IIN assigned by RuPay and RuPay Cardholder shall mean such customer/s who are RuPay member Bank's customers; and to whom a RuPay Card / OTG (personalized / non personalized) has been issued and who is authorized to hold the card.

For Domestic Lounge program, the Bidder should have the arrangement with domestic airport and railway lounge operators for providing access to the lounges on all airports as well as all railway stations in India respectively (As per the Enclosed List – Annexure H)

For International Lounge program, the Bidder should have the arrangement with International airport lounge operators for providing access to the lounges on all airports abroad (at least as per the Enclosed List – Annexure K)

Bidder should be able to provide technical support for end-to-end management of RuPay Lounge Access for all the programs

The details of the SLA / Deliverables are mentioned in clause 8.6 in the RFP below.

### **3.2 Single Point of Contact**

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

## **Section 4 – Eligibility Criteria**

The invitation to bid is open to all Bidders who qualify the eligibility criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

### **4.1 For Domestic Lounge Program:**

#### **1. Business**

- The Bidder must be entity incorporated for doing business in India & should be able to provide services / access to the lounges at least in the cities as mentioned in the Annexure H.
- The Bidder (s) must have a track record of providing lounge access services for at least two years.
- The bidder should be able to provide seamless access to the lounge as per Annexure H (table A and B) at any point of time (if not currently providing access from the list of lounge as per table A and B) within 15 days of receiving a written intimation from NPCI
- The bidders must have an existing relationship with at least two clients (Banks/networks), regarding provision of similar services.
- The bidder should be profitable in at least 2 years, out of the last 3 years of business
- The bidder should have the turnover of at least 50 Cr.
- The bidder should have the current net worth of at least 100 Cr.

#### **2. Technical**

- The bidder must have the capability to manage the IIN/Card based limits for utilization of the lounge program on real time basis.
- The Bidder should not be currently blacklisted by Government/Government Agency/ Bank/ Institution in India.
- The Bidder should also offer flexibility in pricing, (city, lounge type, lounge traffic) as well as should be able to facilitate inclusion and exclusion of lounges based on the requirement from time to time.
- The bidder should be able to provide the lounge access via Payment card (Credit/Debit/Prepaid), without the requirement of any new card for the same.
- The bidder should also be able to provide the lounge access via UPI QR code (and maintaining the visit count via UPI Id or mobile number etc. based on the approach that would be formulated) to facilitate the customers for the usage of Credit Card payments linked to UPI feature of RuPay Credit Cards (to be developed in case if not ready within mutually agreed timelines)

Only such Companies / Entities / Partnership firms/ Limited Liability Partnerships, which satisfy all the above mandatory provisions, will be considered as eligible and only such company/s Commercial Bids will be opened for final selection.

#### **4.2 For International Lounge Program:**

##### **1. Business**

- The Bidder must be entity incorporated for doing business in India & should be able to provide services / access to the lounges at least in the countries as mentioned in the Annexure K.
- The Bidder (s) must have a track record of providing lounge access services for at least two years.
- The bidder should be able to provide seamless access to the lounge as per Annexure K at any point of time within 15 days of receiving a written intimation from NPCI
- The bidders must have an existing relationship with at least two clients (Banks/networks), regarding provision of similar services.
- The bidder should be profitable in at least 2 years, out of the last 3 years of business
- The bidder should have the turnover of at least 50 Cr.
- The bidder should have current the net worth of at least 100 Cr.

##### **2. Technical**

- The bidder must have the capability to manage the IIN/Card based limits for utilization of the lounge program on real time basis.
- The Bidder should not be currently blacklisted by Government/Government Agency/ Bank/ Institution in India.
- The Bidder should also offer flexibility in pricing, (country, city, lounge type, lounge traffic) as well as should be able to facilitate inclusion and exclusion of lounges based on the requirement from time to time.
- The bidder should be able to provide the lounge access via Payment card (Credit/Debit/Prepaid) only, without the requirement of any new card for the same. (to be developed in case if not ready within mutually agreed timelines)

Only such Companies / Entities / Partnership firms/ Limited Liability Partnerships, which satisfy all the above mandatory provisions, will be considered as eligible and only such company/s Commercial Bids will be opened for final selection.

## Section 5 – Instruction to Bidders

### 5.1 The Bidding Document

#### 5.1.1 RFP:

1. RFP shall mean Request for Proposal,
2. Bid, Tender and RFP are used to mean the same.
3. The Bidder is expected to examine all instructions, forms, terms, conditions, and specifications mentioned in this RFP document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the Bidder. For the purpose of abundant clarity of this clause, the Bidding document shall mean and include this RFP, the Bid response as shall be submitted by the Bidder & its related documents as specified in this RFP

#### 5.1.2 Cost of Bidding

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

#### 5.1.3 Content of Bidding Document:

The bid shall be in 2 separate envelopes, Envelope A (Eligibility Criteria) and Envelope B (B1-Commercial Bid for Domestic-Airport, Railway lounges and additional services and B2-Commercial Bid for International Lounges) for RuPay Lounge Program.

#### 5.1.4 Clarifications of Bidding Documents and Pre-bid Meeting:

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.

Bidders should submit the queries through email only in the format given below:

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

NPCI shall provide suitable reply to all the clarifications, modifications sought by the Bidders through the email. Any modification to the Bidding documents, which may become necessary, shall be made by NPCI by issuing an Addendum.

### **5.1.5 Amendment of Bidding Documents**

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.
2. Intimation of the amendments, if any to the RFP will be provided to the Bidders in the form of Addenda to the Bidding Documents, through email. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be communicated through email
4. From the date of issue, the Addenda to this RFP shall be deemed to form an integral part of the RFP and shall be read in conjunction with this RFP.

## **5.2 Preparation of Bid**

### **5.2.1 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 reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

### **5.2.2 Extension of Period of Validity**

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request Bidders consent for an extension of the validity period. The request and response shall be made in writing.

### **5.2.3 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 reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

### **5.2.4 Format of Bid:**

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

### **5.2.5 Signing of Bid:**

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

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the Bidder signing the bid or person / persons authorized to sign on behalf of the Bidder.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder or person / persons authorized to sign on behalf of the Bidder, in which case such corrections shall be initialed by Bidder signing the bid or person / persons authorized to sign on behalf of the Bidder.

The bid shall be signed by a person or persons duly authorized to bind the bidder to this RFP. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure F) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

### **5.3 Submission of Bid**

#### **5.3.1 Envelope Bidding process:**

The Bid shall be prepared in 2 different envelopes, Envelope A and Envelope B- B1 & B2 for RuPay Lounge program, domestic as well as international respectively.

Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as

***“REQUEST FOR PROPOSAL FOR RuPay Lounge Access Program for RuPay Cards 2022-23”***

The inner and outer envelopes shall be addressed to NPCI as 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.

#### **5.3.2 Contents of the 2 Envelopes:**

- Envelope 'A' Eligibility Criteria.

The following documents shall be inserted inside Envelope A:

1. Bid Offer form (without price) – Annexure A
2. Bidder Information – Annexure B
3. Declaration of Clean Track Record – Annexure C
4. Declaration of Acceptance of Terms and Conditions – Annexure D
5. Declaration of Acceptance of Scope of Work – Annexure E
6. Power of Attorney for signing of bid – Annexure F
7. Eligibility Criteria Matrix – Annexure G along with supporting documentary proof for each criterion as stipulated.
8. Three years audited Balance Sheet and Profit and Loss Statements.
9. RFP document duly sealed and signed
10. All necessary supporting documents
11. Confirmation of presence of bidder for providing domestic lounge access as per the list of cities attached as Annexure – H



12. Confirmation of presence of bidder for providing international lounge access as per the list of countries attached as Annexure – K

- Envelope 'B' Commercial Bid

1. B1-Commercial Proposal for Domestic Lounge Program and additional services-Annexure I
2. B2-Commercial Proposal for International Lounge Program– Annexure L

### **5.3.3 Bid Submission:**

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

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

The bid should be provided strictly as per the formats enclosed.

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

### **5.3.4 Bid Currency:**

All prices shall be expressed in Indian Rupees only, for Domestic Lounge Program & additional services and in USD (US Dollars) for the International Lounge Program.

### **5.3.5 Bid Language:**

The bid shall be in English Language.

### **5.3.6 Rejection of Bid**

The bid is liable to be rejected if the bid document:

- a) Does not bear signature of Bidder or the authorized person of the Bidder.
- b) Is received through Fax / E-mail.
- c) Is received after expiry of the due date and time stipulated for bid submission.
- d) Is incomplete / incorrect.
- e) Does not include requisite documents.
- f) Is conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

### **5.3.7 Deadline for Submission:**

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

#### **5.3.8 Extension of Deadline for submission of Bid:**

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

#### **5.3.9 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.

#### **5.3.10 Modifications and Withdrawal of Bids:**

- a) Bids once submitted will be treated as final and no further correspondence will be entertained on the same.
- b) No bid will be modified after the deadline for submission of bids.

#### **5.3.11 Right to Reject, Accept/Cancel the bid:**

- a) NPCI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.
- b) NPCI does not bind itself to accept the lowest or any tender 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 bidders having the right to object to such re-issue.

#### **5.3.12 RFP Abandonment:**

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

#### **5.3.13 Bid Evaluation Process:**

The Bid Evaluation will be carried out in 2 stages as detailed in section 6 & 7.

#### **5.3.14 Contacting NPCI:**

From the time of bid opening to the time of awarding the contract to the successful Bidder, if any Bidder wishes to contact NPCI for seeking any clarification in any matter related to the bid, they 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 the NPCI may entail disqualification of the concerned Bidder and/or its Bid.

## **Section 6 – Bid Opening**

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

Bids will be opened in 2 stages for both the programs:

Stage 1 – In the first stage for the Eligibility Assessment of Bidders Only Envelope A will be opened.

Stage 2 – In the second stage for the Commercial Bids Assessment Envelope B (B1 & B2) will be opened.

### **6.2 Acceptance of Eligibility & Commercial Bids:**

NPCI will accept bids (Envelope 'A' & Envelope 'B') in presence of Bidders' 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.

The Bidder or Bidder's representatives, who are present at the time of submission, shall sign the register evidencing their attendance.

In the event of the specified date of bid submission being declared a holiday for NPCI, the bids shall be submitted at the appointed time and place on next working day.

### **6.3 Opening of Commercial Bids:**

The commercial bid shall be opened only for eligibility-qualified bids

NPCI will open Commercial bids (Envelope 'B') in presence of Bidders' 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.

Where representatives of the Bidders appear and represent the Bidder at the time of opening of the Bid, the representatives of the Bidders would be required to produce an authorization letter from the Bidder/ Identity Card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case either the Bidder or Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

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

## **Section 7 – Bid Evaluation**

### **7.1 Preliminary Examination of Eligibility Bids:**

**7.1.1** 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.

**7.1.2** 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.

**7.1.3** 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 non-conformity.

### **7.2 Evaluation of Commercial Bids:**

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

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

### **7.3 Successful Evaluated Bidder:**

#### **7.3.1 For the Domestic Lounge Program**

Bidder who has quoted the lowest bid based on the assessment made by NPCI will be declared as the successful evaluated bidder who will be called L1 Bidder.

NPCI reserves the right to issue the notification of award to the L2 bidder, in case the L1 bidder refuses to accept notification of the award provided by NPCI or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder.

Subject to provisions of this clause 7.3.1 a detailed agreement will be executed with the final Bidder detailing about the RuPay Lounge Access Program

### **7.3.2 For the International Lounge Program**

Bidder who has quoted, the lowest bid on price and maximum coverage, based on the assessment made by NPCI will be declared as the successful evaluated bidder who will be called L1 Bidder.

NPCI reserves the right to issue the notification of award to the L2 bidder, in case the L1 bidder refuses to accept notification of the award provided by NPCI or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price and coverage quoted by the L1 bidder.

Subject to provisions of this clause 7.3.2 a detailed agreement will be executed with the final Bidder detailing about the RuPay Lounge Access Program

## **Section 8 – Terms and Conditions**

### **8.1 Notification of Award:**

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 to the selected Bidder separately for Domestic as well as International Lounge program

### **8.2 Term of the Order**

#### **Acceptance Procedure**

**8.2.1** Within 5 days of receipt of notification of award, the successful Bidder shall acknowledge the same by providing an intimation in writing to NPCI on their letter head

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

### **8.3 Taxes and Duties:**

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

**8.3.2** Commercial Bid should be exclusive of GST & other taxes (if any / applicable)

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

### **8.4 Delivery Schedule:**

**8.4.1** The successful Bidder should be able to provide its service related to providing lounge access to RuPay cardholders, pursuant to the terms of this RFP with effect from the date communicated by NPCI

### **8.5 Payment Terms:**

Upon receipt of monthly transaction details (as per the format prescribed by NPCI) along with the payment invoice of lounge access transaction fee and processing fee from the successful Bidder on monthly basis, NPCI shall process the payout post verification of the details along with invoice (as per the format prescribed by NPCI) submitted by the successful Bidder. NPCI reserves its right to withhold payment of any invoice submitted by the successful Bidder, if the same is not as per the prescribed format and/or is not provided with suitable and substantial supporting thereto. The same is applicable for both the programs.

## **8.6 Service Level Agreement (SLA) / Deliverables**

1. Bidder shall provide:
  - (a) Access of participating lounge(s) (under RuPay Lounge Access Program) to RuPay cardholders, through tie-ups with the participating lounges both, in India as well as abroad.
  - (b) Access of participating lounge(s) (under RuPay Lounge Access Program) through Electronic Data Capture terminal / scanners / mobile application to RuPay cardholders.
  - (c) Access of participating domestic lounge(s) (under RuPay Lounge Access Program) through UPI QR Code to RuPay credit cardholders.
  - (d) Access of participating International Lounge(s) (under RuPay Lounge Access Program) through Payment card to RuPay cardholders
  - (d) Access to additional services basis the agreed timelines
2. Successful Bidder should inform NPCI at least 7 working days in advance about maintenance downtime. Successful Bidder should also ensure that downtime for maintenance for its services shall be carried out only during non-peak hours.
3. Successful Bidder should provide the authorized signatory of NPCI, a monthly report at the beginning of each month, providing details of all transaction pertaining to RuPay cards being accessed at various airport lounges, during the preceding month.
4. Successful Bidder should ensure to provide un-interrupted access to the lounge to the RuPay Cardholders. In the event there are any system issues at the lounge(s) including but not limited to upgrading, replacement etc., the successful Bidder shall ensure to get the same rectified within 24 hrs. from the same being brought to the notice of the successful Bidder.
5. Successful Bidder shall provide a 24X7 support for all clarifications, resolutions and communications at all time.
6. Successful Bidder shall ensure that the application / system at the lounge(s) accepting RuPay cards, is compliant with PCI DSS and relevant Reserve Bank of India (RBI) mandate related to acceptance of cards (including RuPay cards)
7. Successful bidder shall ensure that they follow all the RBI guidelines with respect to the data related to the cards and ensure that standards are being followed with respect to the storage and usage of data.
8. The Bidder shall build & operate an application to be used by RuPay Cardholders to avail the benefits under the program.
9. Bidder shall at all times ensure to maintain accurate information about the RuPay Cardholder, including, without limitation, non-receipt important information. Bidder shall adhere to all the data privacy norms & rules under the applicable law(s) and /or as per Reserve Bank of India (RBI) guidelines/mandate at all times.

10. Bidder shall be solely responsible for all issues/claims/disputes/complaints from the RuPay cardholders or such other third parties on issues arising out of or in connection with the RuPay Lounge Access Program.
11. Bidder may assign or transfer its duties / obligations, either in whole or in part to any sub-contractor with prior written consent to NPCI. Bidder agrees and confirm that such sub-contractors (s), shall have similar roles and responsibilities of the Bidder as are contained and provided in this RFP and that such sub-contractors shall abide with the confidentiality terms specified in this RFP and shall further comply with the SLA terms/provisions contained and provided in this RFP. However, the Bidder shall be solely and exclusively liable and responsible for all the acts/actions of such sub-contractor(s).
12. Subject to prior written intimation of 7 days by NPCI, Successful Bidder should provide flexibility for addition and/or deletion of lounges under the RuPay Lounge Access Program as requested from time to time.
13. Successful Bidder shall abide by the applicable rules and regulatory compliance issued from time to time from the regulatory bodies / law enforcement agencies related to end-to-end management of lounge access.
14. Successful Bidder for Domestic Lounge Program shall provide the photographs of RuPay branding at all participating lounges (Domestic Airport as well as Railways) on a Monthly basis.
15. Successful Bidder for International Lounge Program shall provide the photographs of RuPay branding at all participating lounges (International Airports) on a Quarterly basis.
16. Successful bidder for Domestic as well as International Lounges shall support NPCI's endeavor of enabling technological advancements under the said program, from time to time.
17. The Successful Bidder in compliance with the aforesaid activities / SLA's shall ensure the uptime as detailed in the table herein under:

Service Level Criteria	Target
Minimum no of hours during a month during which the host application (hardware / software) will process airport/railway lounge access transaction on RuPay cards without any errors and in a timely manner	99.99%
Bidder to send and receive files with a newly contacted lounge and with the acquiring bank within 15 days of receiving a written intimation from NPCI	99%

### 8.7 Price:

There shall be no increase in agreed commercials for all programs, for at least a period of 18 months from the date of commencement of services, for any reason whatsoever. In the event of



price escalation (post 24 months' period), in the agreed commercial contained and provided in the proposed definitive agreement, the same shall be mutually agreed amongst NPCI and successful Bidder. In addition, to be noted, price once reset/renewed/revised, cannot be changed for a period of at least 12 months from the date of last revision, for both the programs.

### **8.8 Confidentiality:**

The successful Bidder shall treat the details of this RFP as secret and confidential. The successful Bidder shall execute separate Non-Disclosure Agreement on the lines of the draft provided in the Annexure J hereof.

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

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

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

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

### **8.9 Indemnity**

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

Indemnity would exclude indirect, consequential and incidental damages and compensation.

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

Standard of Performance: The successful 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 and safe and effective equipment materials and methods. The successful Bidder shall always act in respect of any matter relating to RFP or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The successful 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 the RFP.

#### **8.11 Execution of detailed definitive agreement:**

Subject to provisions of clause 7.3.1 and 7.3.2 above and this Clause 8.11, a detailed agreement will be executed with the final L1 Bidder detailing about the RuPay Lounge Access Program, separately for Domestic as well as International programs. The said detailed agreement shall inter alia, contain the terms of this RFP and such other terms as shall be mutually agreed amongst NPCI and the successful Bidder. The terms of proposed detailed agreement shall not be changed/amended unless the same seems to be vital for change/modification. In the event of any change/modification, the same shall be covered through and amendment/ addendum to the proposed agreement and the said amendment / addendum shall be integral part and be read in conjunction to the proposed detailed agreement.

#### **8.12 Renewal / Extension of detailed definitive agreement:**

NPCI reserves the right to renew / extend the term of the detailed definitive agreement for a maximum period of 3 years from the date of notification of award or as NPCI shall deem proper, subject to successful performance of the successful Bidder as per NPCI's expectations.

#### **8.13 Bidder's Liability**

##### **8.13.1 Liability**

The selected Bidder will be liable for all the deliverables as specified in clause 8.6 herein above.

The successful Bidder's aggregate liability in connection with obligations undertaken under the proposed definitive agreement, 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 as shall be contained and provided in the proposed definitive agreement.

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

### **8.13.2 Exit option and contract re-negotiation**

- a) NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the successful Bidder should continue to provide the agreed deliverables (as specified in clause 8.6 above) to NPCI
- c) Reverse transition mechanism would be activated in the event of cancellation of the proposed definitive agreement or exit/termination/sooner determination of the proposed definitive agreement by NPCI and successful Bidder prior to expiry of the proposed definitive agreement. The successful Bidder should perform a reverse transition mechanism to NPCI or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of deliverables to NPCI or to an alternative 3rd party / vendor nominated by NPCI. Where NPCI elects to transfer the responsibility for deliverables of the successful Bidder to a number of vendors, NPCI will nominate a vendor who will be responsible for all dealings with the successful Bidder regarding the delivery under the reverse transition mechanism.
- d) The reverse transition services to be provided by the successful Bidder shall include the following:
  - 1. The successful Bidder shall provide details of the RuPay Lounge Access Program (Clause 3.1) deliverables (Clause 8.6) and adequate documentation related to the same.
  - 2. The successful Bidder shall jointly manage the RuPay Lounge Access Program (Clause 3.1) with NPCI or designated team for a reasonable period of time
- e) Knowledge Transfer: The successful Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the RuPay Lounge Access Program. The successful Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting and managing the RuPay Domestic Lounge Access Program.

### **8.14 Termination of Contract**

- 1. For Convenience: NPCI, by written notice sent to Bidder / the successful Bidder, may terminate either this RFP or the proposed definitive agreement in whole or in part at any time for its convenience giving three (3) months prior notice. The notice of termination may specify that the termination is for convenience to the extent to which Bidder / the successful Bidder's performance under the RFP or proposed definitive agreement is terminated and the date upon which such termination become effective.

2. For Insolvency: NPCI at any time may terminate this RFP / proposed definitive agreement by giving written notice to Bidder / successful Bidder, if either the Bidder / successful Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder / successful 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.
3. For Non-Performance: NPCI reserves its right to terminate this RFP / proposed definitive agreement in the event of Bidder / successful Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI in Clause 8.6)
4. Notwithstanding, what is contained and provided herein above, NPCI shall further be entitled to terminate in the event of the following situations:
  - i. failure to deliver the agreed deliverables as contained and provided in this RFP.
  - ii. Serious discrepancy in the quality of deliverables set forth in this RFP.
  - iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or Bidder conceals or suppresses material information.
5. In case of termination, 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/indirect loss incurred by NPCI due to the termination under this Clause, and any additional expenditure incurred by NPCI to appoint any other Bidder.

#### **8.15 Effect of Termination**

- a) The successful Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism as contained and provided in Clause 8.13.2(c), (d) and (e) hereinabove.
- b) Same terms (including payment terms) which shall be captured / contained and provided in the proposed definitive agreement would be applicable for reverse transition mechanism as specified in clause 8.13.2(c), (d) and (e)
- c) The successful Bidder agrees that after completion of the agreed term (including extension, if any, as per the Clause 8.12 of this RFP), of the proposed definitive agreement or upon its termination or earlier determination, successful Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in this RFP / proposed definitive agreement.

- d) NPCI shall make such prorated payment for services rendered by the successful Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the successful Bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed by the successful Bidder, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the Bidder.
- e) NPCI may make payments of undisputed amounts to the successful Bidder in respect of the invoice submitted by successful Bidder under the RuPay Lounge Access Program (Clause 3.1) till the effective date of termination. Termination shall be without prejudice to any other rights or remedies. NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of NPCI nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- f) NPCI also reserves the right to enter into the definitive agreement with any third party upon cancellation / termination / sooner determination of the proposed definitive agreement.

#### **8.16 Force Majeure**

For purposes of this clause, “Force Majeure” means an event beyond the control of the successful bidder/NPCI and not involving NPCI or the successful bidder’s fault or negligence.

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, natural disasters, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate this RFP / the proposed definitive agreement at any time thereafter without notice.

Notwithstanding the provisions of this RFP, neither the successful Bidder nor NPCI shall 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 / proposed definitive the Agreement is the result of Force Majeure.

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

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.

#### **8.17 Resolution of Disputes**

All disputes or differences between NPCI and the successful Bidder shall be settled amicably. If, however, the parties are not able to resolve them,

The dispute resolution mechanism to be applied shall be as follows:

1. In case of Dispute or difference arising between NPCI and the Bidder / successful Bidder, relating to any matter arising out of or connected with this RFP / proposed definitive agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 (or any statutory modification or re-enactment thereof and rules framed thereunder from time to time) by a sole arbitrator 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. The arbitrator's award shall be final and binding on the parties.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The arbitrator's award shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the 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; and

#### **8.18 Compliance with Applicable Laws of India**

The Bidder / successful Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, 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 for all purposes of this RFP, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its directors/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 / successful 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 providing lounge access to RuPay cardholders or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force to enable the Bidder to participate in this RFP / during the term of the proposed definitive agreement, 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; provided however, NPCI will give notice of any such claim or demand of liability within reasonable time to the successful Bidder.

#### **8.19 Legal Compliances:**

The successful 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 successful Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The successful 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 successful 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 successful Bidder.

#### **8.20 Intellectual Property Rights:**

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 Successful 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 successful Bidder or its respectively employed resources pursuant to RFP shall either vest or shall be construed so that to vest any proprietary rights to the successful Bidder. Notwithstanding, anything contained in RFP, this clause shall survive indefinitely, even after termination of this RFP.

**8.21 Applicable Law and Jurisdiction**

**Applicable Law:** This RFP shall be governed by and interpreted in accordance with the Indian Law. 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 successful Bidder submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

**8.22 Solicitation of Employees**

Both the parties (NPCI and successful Bidder) should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this RFP during the period of the proposed definitive agreement, and one year thereafter, except as the parties may agree on a case-by-case basis. The parties (NPCI and successful Bidder) agree that for the period of the proposed definitive agreement, and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly about the RuPay Domestic Lounge Access Program for employing the key personnel of the other Party working on the RuPay Domestic Lounge Access Program except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

**8.23 No Damage of NPCI Property**

Successful Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the deliverables of RuPay Lounge Access Program and / or the proposed definitive agreement. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel of the successful Bidder, the amount of loss/damage so fixed by NPCI shall be recovered from successful Bidder.

**8.24 Fraudulent and Corrupt Practice**

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or a NPCI official in the process of execution of this RFP.

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 RFP



### **8.25 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;

- i. Delay in services is beyond the specified period as set out in clause 8.6 or,
- ii. Serious discrepancy in the quality of service expected.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular service 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.

### **8.26 Governing Language**

All correspondences and other documents pertaining to this Agreement shall be in English only.

### **Addresses for Notices**

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director& CEO

**National Payments Corporation of India**

1001A, B wing 10th Floor,

'The Capital', Bandra-Kurla Complex,

Bandra (East), Mumbai - 400 051

Bidders address for notice purpose: (To be filled by bidder)

**Annexure A - Bid Offer Form (without Price)**

(Bidder's Letter Head)

**OFFER LETTER**

Date:

To

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

Dear Sir,

**Subject: Request for Proposal No. NPCI/RFP/2022-23/RuPay/01 for "RuPay Lounge Access Program for RuPay Cards 22-23" (RFP)**

We have examined the above-referred RFP document. As per the terms and conditions specified in the RFP document, 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 for Domestic Program and in USD for International Program.
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 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.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

**Annexure B - Bidder Information**

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
5	Valid Sales tax registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Goods & Services Tax (GST) Registration Numbers			
9	City			
10	State			
11	Pin Code / State Code			
12	GSTIN Number			
13	HSN Number			
14	Name & Designation of the contact person to whom all references shall be made regarding this tender			
15	Telephone No. (Cell # and Landline # with STD Code)			
16	E-Mail of the contact person:			
17	Fax No. (with STD Code)			
18	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
19	Year	2019-20	2020-21	2021-22
20	Net worth			
21	Turn Over			
22	PAT			

**Annexure C - Declaration for Clean Track Record**

To

The Managing Director & Chief Executive Officer

National Payments Corporation of India

1001A, B wing 10th Floor,

'The Capital', Bandra-Kurla Complex,

Bandra (East), Mumbai - 400 051

Sir,

I have carefully gone through the Terms & Conditions contained in the **Request for Proposal No. NPCI/RFP/2022-23/RuPay/01 for "RuPay Lounge Access Program for RuPay Cards 22-23"**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure D - Declaration for Acceptance of RFP Terms and Conditions**

**To**

The Managing Director & 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,

I have carefully gone through the Terms & Conditions contained in **Request for Proposal No. NPCI/RFP/2022-23/RuPay/01 for "RuPay Lounge Access Program for RuPay Cards 22-23"**. 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 E - Declaration for Acceptance of Scope of Work**

To

The Managing Director & 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 **Request for Proposal No. NPCI/RFP/2022-23/RuPay/01 for "RuPay Lounge Access Program for RuPay Cards 22-23"**. 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 F - Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **Request For Proposal No. NPCI/RFP/2022-23/RuPay/01 for “RuPay Lounge Access Program for RuPay Cards 22-23” (RFP)** in response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

**(Signature)**

(Name Designation and Address)

**Accepted**

**(Signature)**

(Name Designation)

Date:

Business Address:



**Annexure G - Eligibility Criteria Compliance**

<b>Sr. No.</b>	<b>Description</b>	<b>Complied with statement</b>	<b>Proof Attached</b>
1	The bidder must be entity incorporated for doing business in India & should be able to provide services / access to the lounges at least in the cities mentioned in Annexure H for Domestic program and at least in the countries as mentioned in Annexure K for International program		Bidders confirmation on their letter head
2	The Bidder should be able to provide Domestic airport and Railway Lounge as well as International Lounge access based on the agreed commercials		Bidders confirmation on their letter head
3	The bidder (s) must have a track record of providing lounge access services for at least two years		Bidders confirmation on their letter head
4	The bidder(s) must have an existing relationship with at least two clients (Banks/networks), regarding the provision of similar services		Bidders confirmation on their letter head
5	The bidder(s) should be profitable in at least 2 years, out of the last 3 years of business, should have a turnover of at least 50 Cr. and current net worth of at least 100Cr.		Bidders confirmation on their letter head
6	The bidder must have the capability to manage the IIN/Card based limits for utilization of the lounge program on real time basis		Bidders confirmation on their letter head
7	The Bidder should not be currently blacklisted by Government/Government Agency/ Bank/ Institution in India		Declaration as per Annexure C
8	Declaration that the bidder should be able to provide seamless access to the lounge as per Annexures at any point of time (if not currently providing access from the list of lounge as per Annexures) within 15 days of receiving a written intimation from NPCI & availability of Lounge as per Annexures		Declaration on their letter Head
9	The Bidder should also offer flexibility in pricing, (basis segmentation, lounge type, lounge traffic) as well as inclusion and exclusion of lounges based on the requirement.		Declaration on their letter Head
10	The bidder should be able to provide the lounge access via Payment card, without the requirement of any new card, for domestic lounge access program		Declaration on their letter Head
11	The bidder should be able to provide lounge access via UPI QR Code for domestic lounge access. In case the same is not ready, the bidder must develop it within mutually agreed timelines, with NPCI		Declaration on their letter Head
12	The bidder should be able to provide the lounge access via Payment Card only for International Lounge Access. In case the same is not ready, the bidder must develop it within mutually agreed timelines, with NPCI		Declaration on their letter Head

**Annexure H – Domestic Lounge access availability confirmation on below mentioned****Lounges** (confirmation to be provided by the Bidder on their Letter Head)**TABLE A: Airport Lounges**

City	Lounge	Terminal Type	Terminal	Availability
Mumbai	Travel Club Lounge	Domestic	Terminal 2	
	Travel Club Lounge	Domestic	Terminal 1c	
	Loyalty Lounge	International	Terminal 2	
New Delhi	Plaza Premium Lounge	Domestic	Terminal 3	
	Plaza Premium Lounge	Domestic	Terminal 2	
	Plaza Premium Lounge A	International	Terminal 3	
	Encalm Lounge	Domestic	Terminal 1	
Bangalore	BLR Domestic Lounge	Domestic	Terminal 1	
	BLR International Lounge	International	Terminal 1	
Chennai	Travel Club Lounge	International	Terminal 4	
	Travel Club Lounge A	Domestic	Terminal 1	
	Travel Club Lounge B	Domestic	Terminal 1	
	Travel Club Lounge	International	Terminal 3	
	Travel Club Lounge Extn	International	Terminal 3	
Kochi	Earth Lounge	Domestic	Terminal 1	
	Earth Lounge	International	Terminal 3	
Hyderabad	Plaza Premium Lounge	Domestic	Terminal 1	
	Plaza Premium Lounge	International	Terminal 1	
Kolkata	Travel Club Lounge	International	Terminal 2	
	Travel Club Lounge	Domestic	Terminal 1	
Ahmedabad	The Lounge	Domestic	Terminal 1	
	The Lounge	Domestic	Terminal 2	
	The Lounge	International	Terminal 2	
Pune	Earth Lounge	Domestic	Terminal 1	
Lucknow	The Lounge	Domestic	Terminal 2	
Nagpur	Mandarin Lounge	Domestic	Terminal 1	

*Note: In case the above-mentioned Lounges are not available at the particular airport, the bidder has to provide the name and other details of the lounges that are being operated by the same, at the mentioned airports and terminals.*

**TABLE B: Railway Lounges**

City	Lounge	Name of the Station	Availability
Agra	IRCTC Executive Lounge	Agra Cantt Railway Station	
Ahmedabad	IRCTC Executive Lounge	Ahmedabad Railway Station	
Jaipur	IRCTC Executive Lounge	Jaipur Railway Station	
Madurai	IRCTC Executive Lounge	Madurai Railway Station	
New Delhi	IRCTC Executive Lounge	New Delhi Railway Station- Pahad Ganj	
	IRCTC Executive Lounge	New Delhi Railway Station - Ajmeri Gate	
Sealdah	IRCTC Executive Lounge	Sealdah Railway Station	

*Note: In case the above-mentioned Lounges are not available at the particular railway stations, the bidder has to provide the name and other details of the lounges that are being operated by the same, at the mentioned railway stations*

**To be put in Envelope “B”****Annexure I: B1-Commercial Bid for Domestic Lounge Access & Additional Services**

L1 for Domestic Lounges will be derived as follows:

1. Weightage will be provided on price quoted by the bidder as per the list of the city – Table A categorized in 3 sections and Table B categorized in a single section as below.
2. Lowest summation of the weightage price (quoted) will be declared as L1

Type of city	Weightage
Type A	60%
Type B	20%
Type C	10%
Type D	10%

**TABLE A: Airport Lounges**

TABLE A: Airport Lounges						
City	Lounge	Terminal Type	Terminal	Weightage	Type	Price Per Lounge Usage
New Delhi	Plaza Premium Lounge	Domestic	Terminal 3	30%	A	
	Plaza Premium Lounge	Domestic	Terminal 2			
	Plaza Premium Lounge A	International	Terminal 3			
	Encalm Lounge	Domestic	Terminal 1			
Bangalore	BLR Domestic Lounge	Domestic	Terminal 1	25%		
	BLR International Lounge	International	Terminal 1			
	080 Domestic Lounge	Domestic	Terminal 1			
	080 International Lounge	International	Terminal 1			
Mumbai	Travel Club Lounge	Domestic	Terminal 2	20%		
	Travel Club Lounge	Domestic	Terminal 1c			
	Loyalty Lounge	International	Terminal 2			
Kochi	Earth Lounge	Domestic	Terminal 1	15%		
	Earth Lounge	International	Terminal 3			
Chennai	Travel Club Lounge	International	Terminal 4	10%		
	Travel Club Lounge A	Domestic	Terminal 1			
	Travel Club Lounge B	Domestic	Terminal 1			
	Travel Club Lounge	International	Terminal 3			
	Travel Club Lounge Extn	International	Terminal 3			
Hyderabad	Plaza Premium Lounge	Domestic	Terminal 1	30%	B	
	Plaza Premium Lounge	International	Terminal 1			
Kolkata	Travel Club Lounge	International	Terminal 2	20%		
	Travel Club Lounge	Domestic	Terminal 1			
Goa	Good Times Lounge And Bar	Domestic	Terminal 1	15%		
Ahmedabad	The Lounge	Domestic	Terminal 1	15%		
	The Lounge	Domestic	Terminal 2			
	The Lounge	International	Terminal 2			
Guwahati	Primus Lounge	Domestic	Terminal 1	5%		
Jaipur	Primus Lounge	Domestic	Terminal 1	5%		
Srinagar	Pahun Lounge	Domestic	Terminal 1	5%		
Pune	Earth Lounge	Domestic	Terminal 1	5%		

Indore	Primus Lounge	Domestic	Terminal 1	Equal weightage	C	
Amritsar	Primus Lounge	Domestic	Terminal 1			
	Plaza Premium Lounge	International	Terminal 1			
Chandigarh	Plaza Premium	Domestic	Terminal 1			
	Plaza Premium	International	Terminal 1			
	The Cram Bar	Domestic	Terminal 1			
	The Cram Bar	International	Terminal 1			
Kannur	Pearl Lounge	Domestic	Terminal 1			
	Pearl Lounge	International	Terminal 1			
Agartala	Primus Lounge	Domestic	Terminal 1			
Allahabad	Zesto Lounge	Domestic	Terminal 1			
Bhopal	Primus Lounge	Domestic	Terminal 1			
Bhubaneswar	Bird Lounge	Domestic	Terminal 1			
Calicut/Kozhikode	Bird Lounge	International	Terminal 1			
Coimbatore	BlackBerry Lounge	Domestic	Terminal 1			
Dehradun	Bird Lounge	Domestic	Terminal 1			
Jammu	Paahun The Executive Lounge	Domestic	Terminal 1			
Lucknow	The Lounge	Domestic	Terminal 2			
Madurai	Primus Lounge	Domestic	Terminal 1			
Nagpur	Mandarin Lounge	Domestic	Terminal 1			
Patna	Zesto Executive lounge	Domestic				
Ranchi	Food Hangar	Domestic	Main Terminal			
Trivandrum/Thiruvananthapuram	Bird Lounge	International	Terminal 1			
	Merlot Executive Lounge	Domestic	Terminal 1			
Vadodara	Premium Lounge	Domestic	Main Terminal			
Varanasi	Take Off Bar	Domestic	Main Terminal			

Note:

1. In case the above-mentioned Lounges are not available at the particular airport, the bidder has to provide the name, quotes and other details of the lounges that are being operated by the same, at the mentioned airports and terminals
2. The Bidder should also be informed that NPCI would discontinue the lounges at the particular airport terminal, where NPCI establishes its exclusive lounges, within 3 months of the commencement of operations at the same.

**TABLE B: Railway Lounges**

City	Name of the Lounge	Name of the Station	Weightage	Type	Price per Lounge Usage
Agra	IRCTC Executive Lounge	Agra Cantt Railway Station	Equal weightage	D	
Ahmedabad	IRCTC Executive Lounge	Ahmedabad Railway Station			
Ernakulam	Food Stop Dinner	Ernakulam Railway Station			
Jaipur	IRCTC Executive Lounge	Jaipur Railway Station			
Madurai	IRCTC Executive Lounge	Madurai Railway Station			
New Delhi	IRCTC Executive Lounge	New Delhi Railway Station- Pahad Ganj			
	IRCTC Executive Lounge	New Delhi Railway Station - Ajmeri Gate			
Asansol	Premium Lounge	1st Floor, Platform No 2,			

		Asansol Railway Station			
	Beverage Lounge	Near RMS Office, Platform No 5, Asansol Railway Station			
Durgapur	Premium Lounge	Main Entrance, Near Enquiry Office, Durgapur Railway Station			
Varanasi	Irctc Executive Lounge	Varanasi Cantt Railway Station			
Sealdah	IRCTC Executive Lounge	Sealdah Railway Station			

*Note: In case the above-mentioned Lounges are not available at the particular railway stations, the bidder has to provide the name, quotes and other details of the lounges that are being operated by the same, at the mentioned railway stations*

TABLE C: Additional Services			
Name of the Service	Description	No of Airports	Price per Utilisation
Meet & Assist			
Airport Transfer			
Food & Beverages			
Wheelchair Assistance			
Others			

*Note:*

- 1. The bidder has to provide all the details of the service, with respect to type of service, and other details in the "Description" column of the above table*
- 2. The bidder has to provide the coverage of the service, by providing the number and list of airports where that particular service can be availed, in the "No of Airports" column*
- 3. The bidder can extend the list of the above table by describing all the services that they provide, by including them in the "others" row. The format of the extension remains the same as per the above table and points 1& 2 are applicable for those services as well*

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 NPCI & L1 Bidder.

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.....2022.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure J – NDA****NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is made and entered on this ----- day of -----, 2022 (“**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 \_\_\_\_\_ CIN: \_\_\_\_\_ (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:

**(STATE THE PURPOSE)**

**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 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 (or any statutory modification or re-enactment thereof and rules framed thereunder from time to time) 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 PAYMENTS CORPORATION OF INDIA**      **TYPE COMPANY NAME**

By:

By:

Name:

Name:

Designation:

Designation:

**Annexure K – International Lounge access availability confirmation on below mentioned****Countries** (confirmation to be provided by the Bidder on their Letter Head)

The bidders have to confirm the availability of Lounges in the following countries as well as provide the list of cities and airports in which the same is available

<b>TABLE A: List of Countries</b>				
<b>S. No</b>	<b>Country</b>	<b>No of Cities</b>	<b>No of Airports</b>	<b>Availability</b>
1	United Arab Emirates			
2	Saudi Arabia			
3	USA			
4	Qatar			
5	Thailand			
6	Singapore			
7	Oman			
8	United Kingdom			
9	Kuwait			
10	Canada			
11	Malaysia			
12	Australia			
13	Bangladesh			
14	Bahrain			
15	Maldives			
16	Sri Lanka			
17	Germany			
18	Indonesia			
19	China			
20	Nepal			
21	Italy			
22	Hong Kong			
23	Netherlands			
24	Japan			
25	New Zealand			
26	Spain			
27	Turkey			
28	Switzerland			
29	South Africa			
30	Vietnam			
31	Nigeria			
32	Kenya			
33	Philippines			
34	Mauritius			
35	France			
36	Ireland			
37	Sweden			
38	Egypt			
39	South Korea			
40	Ukraine			

**To be put in Envelope “B”****Annexure L: B2-Commercial Bid for International Lounge Program**

L1 for International Lounges will be derived as follows:

1. Weightage will be provided on coverage (maximum coverage in terms of countries, cities, airports and lounges) as well as price (lowest price in each lounge) quoted by the bidder
2. The bidder has to provide the list of lounges as per the below format prescribed in Table A and evaluation will be done as per Table B and Table C based on the criterias mentioned in point 1

**TABLE A: Format of Submission**

Lounge Name	Terminal	Airport	City	Country	Lounge Location	Member Price	Lounge Region	Lounge Category
-------------	----------	---------	------	---------	-----------------	--------------	---------------	-----------------

**TABLE B: Category Weightage**

Type of Country	Weightage
Type A	60%
Type B	30%
Type C	10%

**TABLE C**

TABLE C							
Country	Weightage	Type	Coverage*(40%)				Price per Visit (60%)
			No of Lounges	No of Airports	No of cities	Coverage Score	
United Arab Emirates	50%	A					
Saudi Arabia							
USA							
Qatar	30%						
Thailand							
Singapore							
Oman							
United Kingdom							
Kuwait							
Canada	20%						
Malaysia							
Australia							
Bangladesh							
Bahrain							
Maldives							
Sri Lanka							
Germany							
Indonesia							
China							
Nepal							
Italy	50%	B					
Hong Kong							
Netherlands							
Japan							
Russian Fed.							

New Zealand							
Spain							
Turkey							
Switzerland							
South Africa							
Vietnam							
Nigeria	30%						
Kenya							
Philippines							
Mauritius							
France							
Ireland							
Sweden							
Egypt							
South Korea							
Bhutan							
Ukraine							
Belgium							
Jordan							
Tanzania							
Denmark							
Israel							
Greece							
Azerbaijan							
Austria							
Myanmar			20%				
Kazakhstan							
Poland							
Pakistan							
Mexico							
Portugal							
Czech Republic							
Norway							
Finland							
Cambodia							
Hungary							
Brazil							
Argentina							
Others	Equal Weightage	C					

\*The vendor should have at least one lounge at each airport in each city and in each country mentioned in the coverage column.

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 NPCI & L1 Bidder.

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.....2022.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of