



भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

Request for Quotation for Appointment of Media and Communications Agency for NPCI Group

RFQ Reference Number: NPCI/2023-24/CEO/001

NPCI Group of companies

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This RFQ document is not an agreement and is not an offer or invitation by NPCI & Its Group Companies to any parties other than the Bidders/ applicants who are qualified to submit the bids (“Bidders”). The purpose of this RFQ document is to provide Bidder with information to assist the formulation of their Proposals. This RFQ 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 RFQ document and where necessary obtain independent advice. NPCI & Its Group Companies 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 RFQ document. NPCI & Its Group Companies may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ document.

Checklist

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

1. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFQ document.
2. Envelope 'A' - Eligibility Criteria Response
3. Envelope 'B' - Technical Response
4. Envelope 'C' - Commercial Bid.
5. RFQ document duly signed and sealed by the authorized signatory on each page is enclosed in Envelope - 'A'.
6. Prices to be quoted in Indian Rupees (INR).
7. All relevant certifications, credentials, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
8. All the pages of documents submitted as part of Bid are duly signed and sealed by the authorized signatory.

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Abbreviations and Acronyms

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

NPCI	National Payments Corporation of India
NIPL	NPCI International Payments Limited
NBBL	NPCI Bharat Billpay Limited
RFQ	Request for Quotation
NeTC	National Electronic Toll System
LLP	Limited Liability Partnership
IMPS	Immediate Payment System

Section 1 - Bid Schedule and Address

Sr. No.	Description	Detailed Information
1	Name of Project	Request for Quotation for Appointment of Media and Communications Agency for NPCI Group
2	Tender Reference Number	NPCI/2023-24/CEO/001
3	Date of RFQ	22 August 2023
4	Last date and time for receiving Bidder's Pre-Bid clarifications in writing (Email)	31 August 2023
5	Last date and time for Bid Submission	11 September 2023, 6 PM IST
6	Date and time of bid Opening	12 September 2023, 12 PM IST
7	Name and Address for Communication	Ankur Dahiya National Payments Corporation of India (NPCI) Raheja Titanium, Western Express Highway, Geetanjali Railway Colony, Ram Nagar, Goregaon, Mumbai, Maharashtra 400063
8	Bid Related Queries	Email: ankur.dahiya@npci.org.in Phone No: +91 98609 98788
9	NPCI Website	https://www.npci.org.in/

Section 2 - Introduction

2.1 About NPCI and its group companies

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

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

NPCI's visionary management had foreseen this growth and identified need to expand its wings outside of India. It started with setting up of vision of 'becoming best global payment network', NPCI successfully established partnerships with Discover Financial Services (DFS) USA, Japan Credit Bureau (JCB) Japan, Union Pay International China, Royal Monetary Authority (RMA) of Bhutan and Network for Electronic Transfers (NETS), Singapore. However looking at the growth potential as well as scope in global market and NPCI's capability of providing easy, cost-effective & secure payment services, NPCI's board identified the need of dedicated resources allocation to international expansion and directed to establish separate entity dedicated for internationalization of RuPay & UPI. Hence, International Alliance team at NPCI which was working on international alliances for NPCI's products became a separate entity with few more offerings. In pursuance of NPCI Board & RBI approval, NPCI International Payments Limited (“NIPL”) has been incorporated on April 3, 2020 as a wholly owned subsidiary of National Payments Corporation of India (NPCI). NIPL is devoted for deployment of RuPay (domestic card scheme) and UPI (mobile payment solution) outside of India. NIPL is focused on transforming payments across the globe with use of technology and innovation. It will not only enable payment for Indians but also uplift other countries by enhancing their payment capabilities through technological assistance, consulting and infrastructure. These countries have potentials but lack in resources i.e. financial, technological etc. NIPL is ready to fill this gap with its rich experience and advance understanding of payments.

NPCI Bharat BillPay Limited (NBBL) is a Wholly Owned Subsidiary of National Payments Corporation of India. NBBL was incorporated on 10th December 2020, under the provisions of the Companies Act, 2013. The registered office of NBBL is situated in the state of Maharashtra. NBBL was incorporated, inter alia, to operationalise Bharat Bill Payment Central Unit (BBPCU) under the Bharat Bill Payment System (BBPS) or any activity similar to operationalise such unit to provide an integrated bill payment system to participants that offers interoperable and accessible bill payment services or invoice based payments or non- invoice based payments including recharges, etc. to billers and customers through network of entities. Bharat Bill Payment System is a Reserve Bank of India (RBI) conceptualised ecosystem which offers integrated, accessible and interoperable recurring payment services to consumers across geographies with certainty, reliability and safety of transactions. Consumers can make payments from convenience of smartphones/mobile app, website etc. across more than 250+ digital channels and also through nearly 2 lakh unique agent touch-points i.e. Kirana shops, Business Correspondents and Bank-Branched. Consumers can also use multiple payment modes both cash and digital modes i.e. UPI, net-banking, debit cards, credit cards, wallet, IMPS, Aadhaar based payments etc. Consumers can pay their bills of multiple category of Billers “All at one place” via any channel which is enabled with Bharat BillPay. The categories includes utility payments like Electricity, Gas, Mobile Postpaid, Broadband Postpaid, Landline Postpaid, DTH, Water and other repetitive payments like Insurance, Loan repayments, FASTag Recharge, Municipality taxes, Subscription fees, Hospital, Housing Society, Cable TV, Credit Card, Clubs and Association etc.

NBBL and NIPL are for profit organizations and are wholly owned subsidiaries (“WOS”) of NPCI. **Thus NPCI group of companies constitute - NPCI (Holding Company) and NIPL and NBBL (WOS).**

2.2 Objective of this RFQ:

2.1 para above briefly explains the business/strategies/vision/mission of NPCI and its group companies. NPCI and its Group Companies now wish to build the brand and increase its brand's visibility for its products through public relations and communications in the online and offline space. For this purpose, NPCI and its Group Companies wishes to engage a media and communications agency to assist NPCI and its Group Companies in this endeavour. The scope of work as defined below is a

broad projection of the services required by NPCI and its Group Companies and NPCI and its Group Companies reserves a right to modify, increase, reduce or delete the tasks listed, and, if appropriate, prior to and during the term of contemplated contract.

Successful Bidder should help NPCI and its Group Companies to accomplish its objectives by building and driving communication strategy and thereby managing corporate reputation, financial communication, crisis communication, media relations and allied activities.

2.3 Cost of the RFQ

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

2.4 Due Diligence of this RFQ

The Bidders are expected to examine all instructions, terms and specifications stated in this RFQ. The Bid shall be deemed to have been submitted after careful study and examination of this RFQ document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFQ document. Failure to furnish all information or submission of a Bid not responsive to this RFQ will be at the Bidders' risk and may result in rejection of the Bid. Also the decision of NPCI & its Group Companies on rejection of bid shall be final and binding on the Bidder and grounds of rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFQ document and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFQ 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 RFQ

The content of this RFQ is a copy right material of NPCI & its group companies. No part or material of this RFQ document should be published in paper or electronic media without prior written permission from NPCI & its Group Companies.

Section 3 - Scope of Work

3.1 Scope of work:

Scope of work includes execution of engagements as broadly defined below and the Bidder is expected to carry out the engagement as per the broad objectives stated in section 2.2 above. Outcome of the engagements shall be in the form of the public relations and external communication as contemplated in the purchase orders issued by NPCI and the Group Companies from time to time including but not limited to the following:

- Visibility
 - Create visibility and build preference for NPCI and its Group Companies, among key target groups such as media, regulators, government & policy makers, customers & other opinion influencers.
 - Position the NPCI and its Group Companies' senior management and spokespersons as thought leaders.
 - Create awareness about various products, initiatives and technologies developed by NPCI and its group companies including but not limited to RuPay, UPI, NETC, etc.
 - Highlight the work done with the government by Payment Card Industry (PCI) on financial inclusion front including Direct Benefit Transfer (DBT) and Pradhan Mantri Jan-Dhan Yojana (PMJDY)
 - Assist in managing media crisis
- Opportunity Analysis and Consultancy
 - Conduct ongoing research to identify communication opportunities and concerns
 - Build strategic narrative for key stakeholders aligned with NPCI and its Group Companies' brand's vision and business propositions
 - Provide consultancy on all aspects of the NPCI and its Group Companies' communication needs that impacts corporate reputation
 - Prepare proactive strategy for crisis communication and chalk out key messages and communication plan, and ensure effective implementation to achieve the desired outcome
 - Develop proactive communication strategy for potential crises
 - Develop an events' calendar to include credible events which represent public relation (PR) opportunities
- Media Relations & Content Management
 - Define the target media universe relevant to the PR programme
 - Identify and maintain lists of media professionals (national and regional media) relevant to NPCI and its Group Companies and engage with them proactively.
 - Build one-on-one relationships with media professionals
 - Assist in developing relevant content for PR activities including press releases, responses, pitch notes, information kits, backgrounders, features, authored articles, quotes, statements, talking points/ narrative etc.
 - Manage media and related events including press conferences, Global Fintech Fest, speakership opportunities, webinars, conferences and select briefings for disseminating information
- Profiling key spokespersons
 - Identify Interviews and profiling opportunities in relevant publications (print, broadcast, online, etc.)
 - Placement of authored articles in leading publications
 - Speaking opportunities in relevant industry events & forums
 - Participation in industry / trend-based stories pertaining to digital payments, financial inclusion, new technology initiatives, products, online & offline payment trends, etc.
- Media Training

- Provide media training for identified spokespersons, once a year.
- The training must include:
 - Understanding media universe: how journalists react and report on different situations / developments
 - Communicating effectively with the media
 - Dos and don'ts while communicating with the media and related events
 - In-camera simulation of a media interaction
 - Customizations as per NPCI and its group companies' needs
- Media Intelligence and Reporting
 - Provide details of media reporting / news related to NPCI and its group companies' daily, at regular intervals
 - Daily coverage updates for news related to NPCI and its group companies', Competition, Industry, etc.
 - Weekly Work In Progress (WIP) status report for deliverables
 - Provide monthly report of PR activities conducted with measurable outcomes
 - Quarterly and yearly review to monitor progress and effectiveness of the PR programme
 - Suggesting way forward / changes to the strategy

****Important Note 1:** Detailed activities/areas will be specified by the NPCI and its Group Companies before commencement of every engagement. Activities / areas so specified should be mandatorily covered in the engagements at no additional cost. Successful Bidder, however, is free to add activities to be covered in the engagement based on its experience, expertise etc. at no additional costs. Brief description of business of NPCI and its Group Companies is already provided in sub section 2.2. Further details can be obtained from website <https://www.npci.org.in/>. It will be mandatory on successful Bidder to carry out the engagement of such other new product / department /function/activities, as per cost agreeable to NPCI.

Based on the above scope of work following minimum resources must be deployed by successful Bidder for execution of the engagement. It is made clear hereby that successful Bidder will solely be responsible to ensure resources deployed are sufficient and if need be successful Bidder must deploy appropriate additional resources and ensure engagements are carried out:

- In the manner envisaged in this RFQ
- Are Effective and Efficient
- Proficiently and with due professional care
- As per the standards specified by NPCI from time to time
- Value Adding, Considers Future Impact and Offers new insights
- Contributes towards continuous improvement of public relations activities for NPCI and its Group Companies
- As per the engagement objectives agreed with NPCI and its Group Companies
- In compliance with all applicable laws

Thus, it's clear while NPCI and its Group Companies is only mandating minimum resource requirement it is the duty of the successful Bidder to ensure resource deployment is sufficient to ensure the objectives of engaging successful Bidder is met as brought out in this RFQ. Bidder may, inter alia, be required to engage various third party agencies for activities to be undertaken pursuant to this RFQ. Sub-contracting is strictly prohibited.

NPCI reserves the right to appoint more than one agency pursuant to this RFQ and nothing contained herein shall be considered as a commitment from NPCI to engage the Bidder for any particular marketing activity.

Successful Bidder(s) shall ensure to implement the monitoring and supervision mechanism to ensure that engagements are progressing as per the requirements of NPCI and its Group Companies and within defined TAT. Any foreseen slippages must be immediately flagged to NPCI and its Group Company's External Communication Department.

Successful Bidders will be required to discuss/hold meeting with diverse stakeholders, hence they must maintain high level of professionalism and communication skills.

Important Note 3: Before starting any engagement, successful Bidder must submit complete team details with experience and qualifications. Once engagement is commenced there should not be any deletion of any team member without prior written consent of NPCI.

3.2 Representations, warranties and undertaking

The Bidder represents and acknowledges to NPCI and its Group Companies that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations under this RFQ. If any services, functions or responsibilities not specifically described in this RFQ or Purchase Order are an inherent, necessary or customary part of the deliverables or services and are required for provision of the deliverables or services in accordance with this RFQ/ Purchase Order, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFQ and shall be provided by the Bidder at no additional cost to NPCI and its Group Companies. The Bidder also acknowledges that the NPCI and its Group Companies relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFQ, NPCI and its Group Companies expects the Bidder to fulfill all the terms and conditions of this RFQ.

Section 4 -Pre- requisites

4.1 Pre-requisites and Eligibility Criteria

Sr. No.	Qualifying Requirement	Documents required
1.	The Bidder should be registered in India with proven track record of at least 5 years in the public relations (PR) industry	Certificate of Incorporation or Letter of Incorporation to be submitted
2.	The Bidder should not be blacklisted by any Central or State Government	Self-certification on letter head to be provided
3.	The Bidder should be servicing at least 30 retainer* clients including 10 or more BFSI / Fintech clients in each of the last three financial years (FY 2023, FY 2022, FY2021)	Self-certification on letter head to be provided along with suitable certification by Auditors. Lists of retainer clients to be shared for each year.
4.	Bidder should have made profits in any two out of the last four financial years (FY 2023, FY 2022, FY 2021, FY 2020)	Self-certification on letter head to be provided along with suitable certification by Auditors
5.	The Bidder should have produced revenue exceeding INR 15 crore from PR services in any two out of the last four financial years (FY 2023, FY 2022, FY 2021, FY 2020).	Self-certification on letter head to be provided along with suitable certification by Auditors

* Excluding Projects (Assignments completed within a period of less than one year)

Section 5 - Contract Period

5.1 Contract Period:

Contract Period shall be for one (1) year starting from October 1, 2023, subject to yearly review. NPCI and any of its Group Companies can cancel the contract / Purchase Order by giving 1 months' notice. Successful Bidder can cancel the contract / purchase order by giving 3 months' prior notice in writing.

Section 6 - Instruction to Bidders

6.1 RFQ

RFQ shall mean Request for Quotation. Bid, Tender and RFQ are used to mean the same. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the Bidder.

6.2 Cost of Bidding

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

6.3 Content of Bidding Document

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

6.4 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify NPCI & its Group Companies in writing at NPCI and its Group Company'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 only in the format given below in an **excel sheet**:

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

Replies to all the clarifications received through mail and email will be sent to the respective Bidders. Any modification to the bidding documents which may become necessary shall be made by NPCI & its group companies by issuing an Addendum.

6.4 Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, NPCI & its group companies may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent to all Bidders or will be published at the website of NPCI. 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 & its group companies may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be intimated to all Bidders.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFQ.

6.5 Bid Price

- Prices would be exclusive of all taxes. The Bidder shall meet the requirements of the applicable Goods & Services Tax (GST).
- All costs mentioned should be for the Scope of work, no further costs will be accepted / entertained
- All costs mentioned are subject to audit and negotiation.
- Details for each parameter of cost for corresponding service/deliverables to be shared separately.

- The final deliverables should be flexible to support the future needs of NPCI and its group companies

6.6 Period of Validity of Bids

Bids shall remain valid for a period of 60days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI & its group companies reserves the right to reject a bid valid for a period shorter than 7 days as non-responsive, without any correspondence.

6.7 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, NPCI & its group companies may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.

6.8 Format of Bid

The Bidder shall submit all the bid related documents

The information requested in clause 4.1 shall be on Bidder's Letter Head - duly stamped and signed by authorized person only.

6.9 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid shall be initialled by the person or persons signing the bid.

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

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

6.11 Envelope bidding process

The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C. Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as **'RFQ for appointment of Media and Communications agency for NPCI Group'**

6.12 Contents of the 3 Envelopes

Envelope A - Eligibility Bid

The following documents as per the sequence listed 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. Eligibility criteria Compliance-Annexure-F
7. RFQ document duly sealed and signed by the authorized signatory on each page
8. All necessary supporting documents

Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

1. Sample pitch material
2. Documents supporting Technical Evaluation parameters mentioned in Section 10 (except commercials which is part of Envelope C)

Important Note: Sample pitch material submitted in conflict of any provisions of this RFQ shall automatically disqualify a Bidder.

Envelope C -Commercial Bid

The following documents shall be inserted inside Envelope C:

1. Commercial Bid Form - Annexure G
2. Commercial Bid - Annexure H

6.13 Bid Currency

All prices/rate shall be expressed in **Indian Rupees only**.

6.14 Bid Language

The bid shall be in English Language.

6.15 Rejection of Bid

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

- a) Does not bear signature of authorized person.
- b) Is received through facsimile or email.
- 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 RFQ.
- h) No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

6.13 Deadline for Submission

The last date of submission of bids is given in Section 1. However, the last date of bid submission may be amended by NPCI & its group companies and shall be notified through its website.

6.14 Late Bid

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

6.18 Modifications and Withdrawal of Bids

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

6.19 Right to Reject, Accept/Cancel the bid

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

NPCI & its Group Companies does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. NPCI & its Group Companies also reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

6.20 RFQ Abandonment

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

6.21 Bid Evaluation Process

The Bid Evaluation will be carried out in 3 stages:

Stage 1 -Envelope 'A' i.e. Eligibility Bid will be evaluated. Only those Bidders who have submitted all the required forms and documents and comply with the eligibility criteria will be considered for technical evaluation.

Stage 2 - Envelope 'B' i.e. Technical Bid will be evaluated. Only those Bidders who qualify the evaluation criteria and submit all the required documents for technical bid will be required to give a presentation of 60 minutes (Pitch 45 mins + Q&A 15 mins)

Stage 3 - Envelope 'C' i.e. Commercial Bid of those Bidders who qualify the eligibility and technical criteria will be evaluated. NPCI & its Group Companies reserves the right to conduct price discussion mechanism to arrive the exact price and successful Bidder.

6.19 Contacting NPCI and its Group Companies

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NPCI and its Group Companies 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 and its Group Companies with a view to canvas for a bid or put any pressure on any official of the NPCI and its Group Companies or for influencing a decision may entail disqualification of the concerned Bidder and/or its Bid and including permanent blacklisting.

Section 8 - Bid Evaluation

8.1 Preliminary Examination of Eligibility Bids

NPCI and its Group Companies 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.

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

NPCI & Its Group Companies 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.

If a Bid is not substantially responsive, it will be rejected by NPCI & Its Group Companies and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NPCI & Its Group Company's determination of bid responsiveness will be based on the content of the bid itself. NPCI & Its Group Companies may interact with the Customer references submitted by Bidder, if required.

8.2 Evaluation of Technical Bids

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

- a. Compliance to Technical Specifications as specified in the RFQ.
- b. Presentation of 60 minutes each divided into 45 minutes of pitch and 15 minutes of question and answer round.
- c. Review of written reply, if any, submitted in response to the clarification sought by NPCI & its Group Companies, if any.
- d. To assist in the examination, evaluation and comparison of bids, NPCI & Its Group Companies may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- e. NPCI and its Group Companies may interact with the Customer references submitted by Bidder, if required.
- f. NPCI and its Group Companies reserves the right to shortlist Bidders based on technical evaluation criteria.

Important Note: NPCI and its Group Companies shall have right to call for documents to substantiate any data and numbers submitted by Bidders. ***In the event it is found where Bidder have misstated any data or numbers, it shall be disqualified and blacklisted by NPCI and its Group Companies.***

8.3 Successful Evaluated Bidder:

The Bidder with the maximum overall score as per Clause 8.2 will be declared as the successful Bidder.

In case such successful Bidder fails to start performing the work required under the Purchase order/Contract, NPCI & Its Group Companies reserves the right to cancel the Purchase Order/Contract and de-bar such Bidder from participating in future RFQs/ enquiries, if thought fit so to do by NPCI and its Group Companies. NPCI and its Group Companies decision in this respect shall be final and binding on the Bidders.

NPCI and its Group Companies reserves the right to select multiple Bidders as L1 bidders and place the orders with either of such Bidders. NPCI and its Group Companies further reserves the right to place the order with the L2 Bidder, in case the L1 Bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFQ, provided the L2 Bidder matches the price quoted by the L1 Bidder. In case the 2nd lowest Bidder is unable to match the L1 price, NPCI & Its Group Companies reserves the right to place order with the shortlisted L3 Bidder and so on.

Section 9 - Terms and Conditions

9.1 Notification of Award / Purchase Order

After selection of L1 Bidder(s), as given in Clause 8.4, and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI and its Group Companies will send Purchase Order to the successful Bidder(s) and issue a purchase order (hereinafter “Purchase Order”) for engaging the successful Bidder from time to time, as per the requirements of NPCI and its Group Companies.

9.2 Term of the Order

The term of the Purchase Orders shall be for a period of one year i.e. from **from 1 October 2023 to 30 September 2024** wherein the price of the deliverables as agreed between the parties, basis the Bid submitted by the Bidder would be fixed.

9.3 Acceptance Procedure

- Within 5 days of receipt of Purchase Orders the successful Bidder(s) shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the ***annulment of the award and for debarment and blacklisting***.

9.4 Taxes and Duties

- All taxes deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments.
- Prices shall be exclusive of all taxes.
- The Bidder shall meet the requirements of applicable Goods & Services Tax (GST).

9.5 Key Deliverables:

Assisting NPCI and its Group Companies with focus on building and driving communication strategy for NPCI and its group companies and thereby managing corporate reputation, financial communication, crisis communication, media relations and allied activities, as specified in the Purchase Order from time to time.

9.6 Delivery Address:

NPCI and its Group Companies

1001A, 10th Floor, B wing, The Capital Building, Plot No. - C- 70, G Block,

Bandra Kurla Complex, Bandra (East), Mumbai - 400 051. Tel: +91-022-40009100

Mobile No.: +91 98609 98788

Email- ankur.dahiya@npci.org.in.

9.7 Support

The successful Bidder(s) shall provide complete support with respect to the scope of work. Support includes resolution of doubts, clarifications, status updates, updates on the market trends and marketing strategies and all other aspects required by NPCI & its Group Companies for successful execution of engagements.

The Bidder shall for the purpose of the Bid/ Purchase Order designate one of its personnel who shall be the single point of contact for NPCI and its Group Companies. In the event of change of such personnel, the Bidder shall intimate to NPCI about such change at least 7 days prior to such change.

9.8 Prices

Price shall remain fixed for the period of engagement i.e. **from 1 October 2023 to 30 September 2024**. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained. No out of pocket expense / conveyance or any expense/cost necessary for engagement shall be paid/reimbursed.

9.9 Payment Terms:

Payment terms for each engagement shall be specified in the relevant Purchase Order. However, 100% payment will be released only after delivery of end services as contemplated in the relevant Purchase Order and pursuant to receipt of correct and undisputed tax invoices. Invoice shall contain

all details regarding PAN & registration number for GST. In the event there is any discrepancy in the invoice and/or any in case of any incorrect invoice sent to NPCI by successful Bidder; successful Bidder shall be suitably informed by NPCI to send a rectified invoice. The payment of such rectified invoice shall be made within 30 days from the date of receipt of the same.

9.10 Confidentiality

Definition of Confidential Information. “Confidential Information” means information and data, of whatever nature, in whatever medium, whether now or hereafter developed, owned or acquired by NPCI or its Group Companies (“Disclosing Party”) that the Disclosing Party designates in writing as being confidential and discloses, whether directly or indirectly through a designee, to successful Bidder (“Receiving Party”) or which, under the circumstances surrounding the disclosure ought in good faith to be treated as confidential by the Receiving Party and includes, without limitation, information in tangible or intangible form, including, information relating to Disclosing Party’s trade secrets (including program source code, object code and documentation, specifications, configurations), information related to Disclosing Party’s business and finances, products or services, pricing, business plans, business processes, policies or practices, technology and systems. Confidential Information shall not include any information that (i) is or becomes publicly available without Receiving Party’s breach of confidentiality obligation owed to the Disclosing Party hereunder; (ii) became known to Receiving Party, without obligation of confidentiality, prior to the Disclosing Party’s disclosure of such information to Receiving Party pursuant to the terms of this Purchase Order; (iii) became known to Receiving Party on a non-confidential basis from a source that was authorized in writing to disclose the information publicly; and/or (iv) is independently developed by Receiving Party without reference to the Confidential Information; provided that the Receiving Party can demonstrate, by written record, that it lawfully developed the information at issue with no access to and without the benefit of the Confidential Information. Confidential Information shall include any non-public personal information and data.

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 a Party may disclose any Confidential Information to its directors, officers and employees (“Representatives”) only on a “need to know” basis to enable them to evaluate such Confidential Information in connection with the purpose of the RFQ/Purchase Order; provided that such persons have been informed of, and they have agreed to be bound by confidentiality obligations which are at least as strict as the confidentiality obligations of the Receiving Party hereunder. The Receiving Party agrees that it shall be solely and entirely responsible for any breach of the terms of this Purchase Order by itself, or by its Representatives.

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.

All Confidential Information is provided by the Disclosing Party “as is” without any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party’s Confidential Information. The Disclosing Party assumes no responsibility for any loss or damages which may be suffered by the Receiving Party, its customers or any third parties on account of or arising from the Confidential Information.

All Confidential Information disclosed or made available shall be and shall remain the property of the Disclosing Party and the Disclosing Party retains all right, title, and interest in the Confidential Information.

Upon expiry or earlier termination of the Purchase Order issued pursuant to this RFQ, or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly return 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 Representatives based on the Confidential Information and promptly certify such destruction.

Without foregoing the generality of the above, the successful Bidder shall keep the deliverables/reports, deliverables created by successful Bidder/submitted by NPCI & Its Group Companies hereunder as confidential, for perpetuity and will not disseminate or allow access to the

deliverable prepared by successful Bidder) and any documents and information received from NPCI & Its Group Companies thereto to any third party. Successful Bidder will be solely responsible for ensuring compliance of this clause.

9.11 Indemnity

The successful Bidder shall indemnify, protect and save NPCI & Its Group Companies and hold NPCI & Its Group Companies harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from (i) any act or omission of successful Bidder, its employees, directors, officers, consultants, contractors and other representatives ('Personnel'), (ii) negligence, misconduct or fraud of successful Bidder or its Personnel, (iii) breach of the terms and conditions of the RFQ/Purchase Order by successful Bidder or its Personnel, (iv) false statements by successful Bidder or its Personnel, (v) employment claims of the employees of successful Bidder, (vi) claims arising due to infringement of intellectual property rights of third party(ies), (vii) death, personal injury or property damage attributable to acts or omission of successful Bidder or its Personnel, (viii) violation of applicable statutory and/or regulatory laws/regulations including labour laws, laws related to information technology and intellectual property rights, (ix) breach of confidentiality obligations contained herein by successful Bidder or its Personnel, (x) breach of the representations and warranties (express, implied or statutory), contained in this RFQ/subsequent Purchase Order.

9.12 Bidder's Liability

The successful Bidder will be responsible for provision of all the Deliverables/services in accordance with the terms hereof and the agreement to be entered into between NPCI and the successful Bidder(s).

Each party's aggregate liability in connection with obligations undertaken under the Purchase Order issued to successful Bidder pursuant to this RFQ, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be limited to the value of the Purchase Order.

Notwithstanding the above, the successful Bidder's liability arising out of (i) claims resulting from infringement of patents, trademarks, and copyrights or any other intellectual property rights by Bidder or its Personnel, (ii) breach of confidentiality obligations enumerated hereunder, (iii) successful Bidder or its Personnel's wilful and gross misconduct, gross negligence or (iv) fraud on the part of successful Bidder, or its Personnel, shall be unlimited.

Neither Party shall be liable for any indirect, special, consequential, punitive and exemplary damages arising from or resulting from this Purchase Order/ subsequent Purchase Order or termination hereof (including arising on account of tort, contract or otherwise) and even if the other party was informed prior to occurrence of such damages. This exclusion shall not apply to the indemnification obligations of successful Bidder towards NPCI as enumerated hereunder.

9.13 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's materials and methods. The successful Bidder shall always act in respect of any matter relating to this Purchase Order/RFQ or to the services as faithful advisor to NPCI & Its Group Companies and shall at all times support and safeguard NPCI & Its Group Company's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The successful Bidder shall not engage and shall cause their personnel to not engage in any business or professional activities that would come in conflict with the activities and obligations assigned to them under the Purchase Order/RFQ.

9.14 Exit option:

NPCI & Its Group Companies reserve its right to cancel the Purchase Order in the event of happening of one or more of the situations as mentioned in the 'Order Cancellation' clause.

9.15 Order Cancellation:

NPCI & Its Group Companies reserve the right to cancel the Purchase 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 & Its Group Companies alone;

- i. Serious discrepancy in the quality of Deliverables/service during engagement period.
- ii. If the successful Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the successful Bidder turns out to be incorrect and/or the successful Bidder conceals or suppresses material information.

In case of Purchase Order cancellation before acceptance of the deliverables or services or both, any payment made by NPCI & Its Group Companies to the successful Bidder for the particular deliverable and service shall necessarily have to be returned to NPCI & Its Group Companies, at the option of NPCI & Its Group Companies, with interest @ 15% per annum from the date of each such payment. In addition to the refund as stipulated above, the successful Bidder shall also compensate NPCI & Its Group Companies for any direct loss incurred by NPCI & Its Group Companies due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI & Its Group Companies to appoint any other party for the provision of deliverables/services in place of the successful Bidder.

9.16 Termination of Contract

For Convenience: NPCI & Its Group Companies and successful Bidder, may terminate the Purchase Order by giving one month's prior written notice to the successful Bidder, in whole or in part at any time for its convenience. The notice of termination may specify that the termination is for convenience, the extent to which the successful Bidder's performance under the Purchase Order is terminated and the date upon which such termination becomes effective. Subject compliance with other clauses of this RFQ, NPCI & Its Group Companies may consider request of the successful Bidder for payment for deliverables till the date of termination.

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

For Non-Performance: NPCI & Its Group Companies reserves its right to terminate the Purchase Order in the event of the successful Bidder's failure/default in meeting the terms of this RFQ/Purchase Order.

9.17 Effect of Termination

The successful Bidder agrees that it shall not be relieved of its obligations notwithstanding the termination of the Purchase Order/RFQ.

The successful Bidder agrees that after completion of the Term or upon earlier termination of the Purchase Order the successful Bidder shall, if required by NPCI & Its Group Companies, continue to provide services to NPCI & Its Group Companies at no less favorable terms than those contained in this Purchase Order/RFQ.

NPCI & Its Group Companies shall make such payment for services rendered by the successful Bidder and accepted by NPCI & Its Group Companies at the sole discretion of NPCI & Its Group Companies 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 to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the successful Bidder.

NPCI & Its Group Companies may make payments of undisputed amounts to the successful Bidder for Deliverables or services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party 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.

Upon cancellation of Purchase Order/completion of period of service, the successful Bidder shall handover the legal possession of all the NPCI & its group company's assets in its possession and obtain proper discharge from NPCI & Its Group Companies. NPCI & Its Group Companies also reserves the right to assign or allot or award the Purchase Order to any third party upon cancellation of the availed services. Successful Bidder shall continue to ensure the confidentiality of all records, documents, reports, information submitted by NPCI & Its Group Companies till perpetuity (refer confidentiality clause)

9.18 Force Majeure

For purpose of this clause, “Force Majeure” means an unforeseeable event beyond the control of the successful and not involving NPCI & Its Group Companies 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, 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 labour 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 not be liable for non-performance or delay in performance of its obligations contained herein provided the party so affected uses its best efforts to remove such cause of non-performance, and when such cause is removed the party shall continue performance in accordance with the terms of the Purchase Order/RFQ.

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 continues for more than twenty (20) days, either party shall be entitled to terminate the Purchase Order at any time thereafter by giving written notice to the other party

9.19 Applicable Law and Resolution of Disputes

This Agreement shall be governed in all respects by the laws of India and in case of any dispute arising out the terms of this Purchase Order and related documentation, the parties submit to the exclusive jurisdiction of the courts of Mumbai, India. Nothing in this Agreement shall prevent either party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief in relation to its intellectual property rights and Confidential Information.

9.20 Compliance with Applicable Laws of India

The successful Bidder confirms to NPCI & Its Group Companies that it complies with and shall continue to comply with all Central, State, Municipal and local laws, rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI & Its Group Companies about compliance with all applicable laws, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI & Its Group Companies and its officers/staff/personnel/ representatives /agents from and against all claims or demands of liability and all consequences that may occur or arise from any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

The 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 performance of this Purchase Order or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NPCI & Its Group Companies 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 from any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom. NPCI & Its Group Companies will endeavour to give notice of any such claim or demand of liability within a reasonable time to the successful Bidder.

9.21 Legal Compliances:

The successful Bidder confirms to NPCI & its group companies that its personnel/ employees/staff as 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, Employees’ Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, Employees Provident Fund Miscellaneous Provision Act, Profession Tax Act etc. as applicable are fully protected and that

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

9.22 Intellectual Property Rights:

All rights, title and interest of NPCI & Its Group Companies in and to its trade names, trademark, service marks, logos, products, copy rights and other Intellectual Property Rights shall remain the exclusive property of NPCI & Its Group Companies and the successful Bidder shall not be entitled to use the same in any manner, including for publicity, without the express prior written consent of NPCI & Its Group Companies.

The Bidder recognizes that all the Intellectual Property Rights including but not limited in respect of ideas, concepts, improvements, know how, trade or business secrets; trademarks, service marks, designs, audio visual utilities, devices, models, methods, procedures, flowcharts, drawings, sketches, proprietary techniques and other confidential information and proprietary information, data, documents in either human-readable or machine-readable form, whether copyrightable or patentable or not, including all statutory and common law rights throughout the world, arising out of or associated therewith, of NPCI or its Group Companies or prepared by the Bidder in connection with performance of its obligations hereunder/ Purchase Order, including all copies thereof, are and shall be the sole property of NPCI and its Group Companies, and Bidder shall keep the same at all times in its custody for NPCI and its Group Companies. Bidder does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Intellectual Property Rights disclosed to it by NPCI and its Group Companies.

All work made or produced by Bidder in connection with the services hereunder/ Purchase Order during the term hereof shall inure and belong exclusively to NPCI and its Group Companies as 'work for hire'. In so far as such work is protected by copyright or design or other intellectual property rights, the Bidder hereby irrevocably transfers and assigns to NPCI and its Group Companies the entire worldwide right, title and interest in and to such work including, without limitation, all intellectual property rights embodied in such works, in perpetuity without payment of any additional consideration. The rights assigned to NPCI and its Group Companies by the Bidder under this clause shall remain valid and subsisting in perpetuity, and shall not lapse, even if NPCI and its Group Companies does not exercise those rights within any statutory period of time that may be prescribed by law, rule or regulation, and it shall be irrefutably presumed that NPCI and its Group Companies has exercised the copyright and other intellectual property rights assigned to NPCI and its Group Companies as of the time that each and every such copyright comes into existence.

Notwithstanding anything contained in Purchase Order/RFQ, this clause shall survive indefinitely, even after expiry or termination of the Purchase Order.

The successful Bidder shall indemnify, hold harmless and defend NPCI and its Group Companies for any and all actions against NPCI and its Group Companies to the extent that such action is based on a claim that the deliverables or any part thereof, including the successful Bidder infringes any third party copyright, patent or any other Intellectual Property Rights and the successful Bidder shall be liable to pay all costs associated therewith, including but not limited to legal expenses, and settlements and damages arising out or related to such action.

9.24 No Damage of NPCI & its Group Companies' Property

The successful Bidder shall ensure that there is no loss or damage to the property of NPCI and its Group Companies or injury, death or harm to any person while executing the Purchase Order. In case it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel of the successful Bidder, the amount of loss/damage so ascertained by NPCI and its Group Companies shall be recovered from the successful Bidder.

9.25 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of this RFQ/Purchase Order and includes fraudulent practices adopted by the successful Bidder designed to establish the Purchase Order prices at artificial non-competitive levels and to deprive NPCI and its Group Companies of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value and/or pressurizing to influence the action of a public official or an NPCI and its Group Companies official in the process of execution of this Purchase Order/RFQ.

NPCI and its Group Companies shall be entitled to reject this Purchase Order, if NPCI and its Group Companies determines that the successful Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing this Purchase Order / subsequent purchase order(s) as shall be issued by NPCI and its Group Companies pursuant to this Purchase Order

9.26 Publicity:

- (a) The successful Bidder shall not, without the prior written consent of NPCI & its Group Companies, use or permit the use of name, logos or any other Intellectual Property of NPCI & Its Group Companies. The successful Bidder shall not interact with media for any disclosure of findings or any information or otherwise discuss or make any reference to NPCI & Its Group Companies save and except as explicitly permitted in this clause below, the arrangement/reports/documents, services provided under this Purchase Order or any other association with NPCI and its Group Companies including in any replies, notices to third parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without NPCI and its Group Companies’ prior written consent. The successful Bidder is hereby authorised to refer to NPCI and its Group Companies as its client.
- (b) Any interaction by the successful Bidder with media for any disclosure of findings or any information, publicity, advertisement, or any public interactions, in any form or manner, concerning or in relation to NPCI and its Group Companies, its products, technology, systems, or the solution and the services provided by the successful Bidder under this RFQ/Purchase Order any other association between NPCI & its Group Companies and the successful Bidder, without prior express consent/approval from NPCI & its Group Companies, except as permitted by NPCI & its Group Companies, shall result in breach of this Purchase Order/RFQ, and for which NPCI & its Group Companies will have recourse to remedies as available under law.

9.27 Governing Language

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

9.28 Addresses for Notices

Following shall be address of NPCI & Its Group Companies and Bidder

NPCI & Its Group Companies address for notice purpose:

National Payments Corporation of India (NPCI)

Raheja Titanium, Western Express Highway,

Geetanjali Railway Colony, Ram Nagar,

Goregaon, Mumbai, Maharashtra 400063

Bidder’s address for notice purpose: (To be furnished by Bidder)

9.29 Invoice Instructions

The original invoice along with the supporting document shall be submitted at below mentioned address:

National Payments Corporation of India (NPCI)

Raheja Titanium, Western Express Highway,

Geetanjali Railway Colony, Ram Nagar,
Goregaon, Mumbai, Maharashtra 400063

Section 10 -Technical Specifications

Technical requirements and evaluation parameters are as below:

Sr.No	Criteria	Weightage %
1	Overall PR strategy	30%
2	Crisis Monitoring / Reputation Management Strategy	20%
3	Experience and expertise in BFSI/ Fintech sector (case-studies)	20%
4	Pan India presence*	15%
5	Cost of the proposal	15%
	Total	100%

* *Stringer locations to be mentioned separately*

Annexure A - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To

[•]

Dear Sir,

Subject: RFQ No. [•] dated [•] for "RFQ for appointment of Media and Communications Agency for NPCI Group"

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other Bidder of this RFQ.
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 price, terms and conditions furnished in this RFQ are for NPCI & Its Group Companies.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFQ and agree to abide by the same. We also note that NPCI & Its Group Companies reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable.

We agree to abide by this offer till [•] days from the last date stipulated by NPCI & Its Group Companies for submission of bid, and our offer shall remain binding upon us and may be accepted by NPCI & Its Group Companies 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 & Its Group Companies will have the right to disqualify /blacklist us and take a legal action.

We undertake to comply with the terms and conditions of the bid document. We understand that NPCI & Its Group Companies 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/LLP:

Address

Annexure B - Bidder Information
(Bidder's Letter Head)

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Constitution of the Entity (Public Ltd/ Pvt Ltd/ Firm/LLP)			
4	Details of Incorporation of the Company/Entity	Date:		
		Ref#		
5	Valid GST no.			
6	Permanent Account Number (PAN)			
7	Name & Designation of the contact person to whom all references shall be made regarding this tender			
8	Telephone No. (Cell # and Landline # with STD Code)			
9	E-Mail of the contact person:			
10	Fax No. (with STD Code)			
11	Website			
Financial Details (as per audited Balance Sheets) (in Lakhs)				
13	Year	2019-20	2020-21	2021-22
14	Net worth			
15	Turn Over			
16	PAT			

**Annexure C - Declaration for Clean Track Record
(Bidder's Letter Head)**

To
[•]

Sir,

I have carefully gone through the Terms & Conditions contained in the RFQ document for selection of Media and Communications Agency for RFQ No. [•] for "RFQ for appointment of Media and Communications Agency for NPCI Group". I hereby declare that my company/entity is not currently blacklisted in India or abroad by any entity.

I certify that my firm/company/LLP is eligible to be appointed as Media and Communications Agency for NPCI and its Group Companies under all the applicable laws.

I agree that any resources that will be deployed for any NPCI or its Group Companies' engagement will be after thorough background verification of such resources.

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 RFQ Terms and Conditions
(Bidder's Letter Head)**

To
[•]

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFQ document for selection of Media and Communications Agency for RFQ No. [•] for "RFQ for appointment of Media and Communications Agency for NPCI Group". I declare that all the provisions of this RFQ/Tender Document are acceptable to my company/LLP/Firm. I further certify that I am an authorized signatory of my company/LLP/Firm, 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
(Bidder's Letter Head)**

To
[•]

Sir,

I have carefully gone through the Scope of Work contained in the RFQ document for selection of vendor for RFQ No. [•] for "RFQ for appointment of Media and Communications Agency for NPCI Group". I declare that all the provisions of this RFQ / 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 - Eligibility Criteria Compliance
(Bidder's Letter Head)**

[•]

Annexure G- Commercial Bid Form
(To be included in Commercial Bid Envelope)

To
[•]

Re: RFQ No. [•] for “RFQ for appointment of Media and Communications Agency for NPCI Group”.

Dear Sirs,

Having examined the Bidding Documents placed along with RFQ, we, the undersigned, offer to provide the required service in conformity with the said Bidding documents as per the commercials provided in Schedule of Prices to this Form (exclusive of taxes) and made part of this Bid.

We undertake, if our Bid is accepted, to abide by the Bid and the price quoted therein for the orders awarded by NPCI & its Group Companies 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 awards, shall constitute a binding Contract between us.

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

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

Dated this..... Day of.....2023.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Schedule of Prices

[The commercials are required to be submitted on Bidder's letterhead in the format as below:]

Sr no	Period	Description	Total price (Rs.) + taxes as applicable per month	Total price (Rs.) + taxes as applicable per year
1	From 1/10/2023 To 30/9/2024	(include the list of deliverables for the quoted cost)	(breakup of cost for each line item given in description if relevant)	(breakup of cost for each line item given in description if relevant)

Annexure H - Commercial Bid

RFQ No. [•] dated [•]

(On Bidder's Letter head)

[•]

Price are exclusive of taxes and including all the out of pocket expenses/any other cost necessary for execution of engagements.

Dated this..... Day of.....2023

(Signature)

(Name)

(In the capacity of) Duly authorized to sign Bid for and on behalf of

Annexure I - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 2023 (“Effective Date”) between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Companies Act, 2013 and having its registered office at 1001A, B wing 10th Floor, ‘The Capital’, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 (Hereinafter referred to as “NPCI & ITS GROUP COMPANIES”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

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

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

NATIONAL PAYMENTS CORPORATION OF INDIA/NPCI INTERNATIONAL PAYMENTS LIMITED / NPCI BHARAT BILLPAY LIMITED 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 NATIONAL PAYMENTS CORPORATION OF INDIA 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/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, tools or techniques that are similar to or compete with the products, concepts, tools or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: 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 8: NON-WAIVER

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

Article 09: 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 or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of five years after the termination / expiry 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 otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, 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	Successful Bidder Name
By Name:	By Name:
Designation	Designation

Annexure J - Declaration of acceptance of being included in the list of empaneled Media and Communications Agency

(To be included in Eligibility Bid Envelope, On the letter head of Bidder)

To

[•]

Dear Sirs,

Re: RFQ No. [•] for “RFQ for appointment of Media and Communications Agency for NPCI Group”

We hereby accept to be part of list of empanelled Media and Communications Agency of NPCI and its Group Companies if the NPCI and its group companies so declares us - as per the clause [•] of this RFQ.

We hereby further accept that if we are empanelled we shall carryout the engagements (if allotted by NPCI and its group companies) in accordance with scope of work and terms and conditions defined in this RFQ and the Purchase Orders issued from time to time.

Commercials of every engagement shall be mutually decided and as per the NPCI’s policies.

Dated this..... Day of.....2023

(Signature)

(Name)

(In the capacity of) Duly authorized to sign Bid for and on behalf of