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**REQUEST FOR PROPOSAL FOR EMPANELMENT OF DIGITAL MEDIA AGENCY FOR  
NPCI GROUP (MEDIA STRATEGY, MEDIA PLANNING AND BUYING).**

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**RFP Reference No: NPCI/RFP/2024-2025/02 dated: 18.10.2024**

National Payments Corporation of India  
Unit no. 301, 3rd floor,  
Raheja Titanium,  
Western Express Highway,  
Goregaon East, Mumbai 400 063  
Tel: +91-022 - 40 50 85 00 Fax: +91-022 – 40 50 86 50  
EMAIL : [npcisocialmedia@npci.org.in](mailto:npcisocialmedia@npci.org.in)  
Website: [www.npci.org.in](http://www.npci.org.in)

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## **Checklist**

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

- a. Eligibility criteria response with valid supporting documents (Envelope A), Technical pitch Evaluation (Strategy and approach submission towards scope of work) (Envelope B) and Commercials in the required format (service charges/fees/agency commission) (Envelope C) prepared in accordance with the RFP document.
- b. Envelope ‘A’ Eligibility Criteria Response
- c. Envelope ‘B’ Pitch Evaluation (Strategy and approach submission towards media brief)
- d. Envelope ‘C’ Commercials (service charges/fees/agency commission)
- e. RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope – ‘A’.
- f. All the pages of Eligibility Criteria Response, Technical pitch Evaluation and Commercials were duly sealed and signed by the authorized signatory.
- g. Commercials to be quoted in Indian Rupees (INR) for envelope - ‘Envelop C’.
- h. All relevant certifications and audit reports to support claims made in the Bid must be placed in the relevant Envelopes.
- i. All the pages of the documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.

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## Section 1 – Bid Schedule and Address

Sr. No	Description	Detailed Information
1	Name of Project	RFP for empanelment of Digital media agency for NPCI Group.
2	Tender Reference Number	NPCI/RFP/2024-2025/02
3	Date of release of Bidding Document (Document can be downloaded from NPCI website - <a href="https://www.npci.org.in/tenders-notices">https://www.npci.org.in/tenders-notices</a> )	18.10.2024
4	Last date of submission of Pre-Bid queries	25.10.2024
5	Last Date and Time of submission of Bids	08.11.2024
6	a) Date and Time of Eligibility Bid opening b) Date and Time of Technical Pitch Bids opening and face to face presentation c) Date and Time of opening commercial bid	a) Till 15.11.2024 b) Will be informed to the eligible bidders c) Will be informed to the eligible bidders after stage 2.
7	Place of Bid submission and opening of Bids	National Payments Corporation of India Unit no – 301, 3 <sup>rd</sup> Floor, Raheja Titanium, Off Western Express Highway, Goregaon (East), Mumbai– 400063.
8	Name and Address for communication.	Same as above
9	Bid related queries	Email – <a href="mailto:npcisocialmedia@npci.org.in">npcisocialmedia@npci.org.in</a>

Note:

- Bids opening for the Technical Pitch Evaluation (Media Strategy and approach submission towards 2 key media briefs) will be opened in the presence of the bidders' representative in form of a face-to-face presentation who will be eligible for the stage 2 post clearing the eligibility criteria.
- Date and Time of opening of the commercial bids will be intimated later.

## 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 (section 8 of the Companies Act, 2013) having its Registered Office 1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, CIN: U74990MH2008NPL189067. NPCI was promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks. Presently 56 banks are shareholders of NPCI. Out of which 19 are Public Sector Banks (PSB), 17 Private Sector Banks, 3 Foreign Banks, 7 Multi State Cooperative Banks and 10 Regional Rural Banks.

### 2.2 Objective of this RFP:

This RFP is being issued by NPCI for empanelment of Digital Media Agency for NPCI and its subsidiaries. The agency/bidder will work with NPCI for the scope of work detailed in Section 3.

### 2.3 Cost of the RFP:

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

The Bidders shall submit the bids through both postal at NPCI's office at Unit No – 301, 3<sup>rd</sup> floor, Raheja Titanium, off. Western Express Highway Goregaon (E), Mumbai 400063 along with **Envelope A, Envelope B and Envelope C** and through email on "[npcisocialmedia@npci.org.in](mailto:npcisocialmedia@npci.org.in)" each envelopes in a password-protected file. This RFP document is non-transferable.

### 2.4 Due Diligence

The Agencies/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 application not responsive to this RFP will be at the agencies/Bidder's risk and may result in rejection of the Bid. The decision of NPCI on rejection of bid shall be final and binding on the Bidder's.

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 a copyright material of National Payments Corporation of India. No part or material of this RFP document should be published on paper or electronic media without the prior written permission from NPCI.

## Section 3 - Eligibility Criteria

### Pre-requisite

The bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. Bidder not meeting the **Eligibility Criteria** will not be considered for further evaluation.

### Eligibility Criteria for Digital Media Agency:

The invitation for empanelment is open to all media agencies who qualify the Eligibility Criteria as given below:

Sr. No	Criteria	Supporting document
1.	Should be a company registered under the Companies Act or LLP/Partnership firm (registered under the respective Acts) for the last 3 years.	Company incorporation certification
2.	Should have a revenue* of at least ₹50 crores every year for the past 2 financial years.	Company's Audited Balance-sheet and Profit-Loss statements
3.	Should have made profits (after tax) for 1 year out of the last 2 financial years in succession across the India Operations.	Company's Audited Balance-sheet and Profit-Loss statements
4.	The Company should have never been blacklisted/ barred/ disqualified by any regulator/ statutory body.	The Company should provide an undertaking for same
5.	Should have undertaken a similar work as detailed in the scope of work for at least one client in the last two (2) years as on the date of submission for the quotation.	Provide client certificate or the contract with client indicating the scope of project as desired
6	The agency should not have worked with NPCI Group continuously for the last 3 financial years at a stretch (FY21 – FY24).	Submit a declaration on the company letter head
7	Any independent agency who does not qualify as per the above criteria is not allowed to apply for their participation by either forming a Consortium company or apply their participation through any other leader.	Submit a declaration on the company letter head
8	Agencies should either be based out of Mumbai or should have a team (branch) operating in Mumbai.	Submit a declaration on the company letter head confirming the same

\*Revenue as mentioned in point no 2 in the above table constitutes the revenue made by the agency. Revenue is not the annual billing value but is the value that is made basis agency commission/any other revenue sources.

### 3.1 Eligibility Criteria Response Sheet

3.1.1 The Agencies/Bidders should complete the Eligibility Criteria Response Sheet as given in **Annexure A3**.

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

3.1.3 All the supporting documents should be sealed in an envelope/ password protected file (not more than 9MB size) and should be marked as envelope 'A'.



## Section 4 Media Brief

All the supporting documents should be sealed in an envelope & password protected file (not more than 9MB size) and should be marked as Envelope 'B'.

### **Brief for Technical Pitch Evaluation (Media Strategy and approach submission towards scope of work):**

#### **1. PRODUCT: UPI**

**BRIEF:** UPI Safety and Awareness Campaign

#### **Background:**

While the rise of UPI and digital payments has transformed the financial / payment ecosystem, there has also been a surge in transactional frauds perpetrated by scammers exploiting innocent people. Scammers play on people's emotional vulnerability by means of threat, manipulation and greed, thus raising apprehensions among users, creating a perceptual challenge for UPI acceptance as a credible mode of payment.

While UPI is inherently safe, the association of the platform with fraudulent activities has led to a perceived vulnerability among users. This has necessitated a proactive and strategic approach to reinforce UPI's safety and empower users with the knowledge needed for secure digital transactions.

NPCI's key objective is to create mass awareness about digital payment related frauds to help people safeguard their hard-earned money and enable fence-sitters (non-users of UPI), to whom safety is a concern, to start using UPI. In alignment with this objective, NPCI has been creating high impact creative assets for 360-degree media promotion (such as TV, Digital, Print, Radio, OOH and influencer strategy).

The key insight for the previous UPI Safety Awareness campaign FY 23-24, was that human emotional vulnerability leads to people falling prey to scams. Pankaj Tripathi was on-boarded as the brand ambassador for the campaign given his credibility and mass affinity. The campaign theme was articulated as #GyaanSeDhyaanSe and high impact creative assets based on the top 6 modus operandi used by scamsters were made in 11 Indian languages. Relevant actors with negative shades in reel-life were casted in each advertisement film to create memorability with humour and pop culture. This campaign assets were dispensed to the viewers through a large (360 degree) media campaign.

This year, we have created 6 films, 6 KVs and 6 radio spots on the top 6 Modus Operandi used by scammers currently to scam people. These assets will be available in Hindi + 11 regional languages (Marathi, Bengali, Gujarati, Tamil, Telugu, Kannada, Malayalam, Odia, Punjabi, Bhojpuri and Assamese)

#### **Task at hand:**

- Reach 700 Mn + Indian citizens
- Innovation in media to propel shareability for the films / campaign theme

- Ensure balance in media frequency to ensure that all 6 films based on different MO's are viewed once by the audiences reached
- Digital-first campaign
- Research outcomes substantiate the above task at hand

**Reasons to believe:**

The MO's have been delivered in the films in a simple and clear way to leave behind the audiences with the core thought to not fall prey to scamsters tricks based on emotional vulnerabilities.

**What do we know about the target customer we are trying to target?**

Details	UPI Users	Non-UPI users
Age Group	15 yrs +	
Gender Split (M:F)	60:40	70:30
Cohort	<ul style="list-style-type: none"> <li>- People who own a phone and a bank account</li> <li>- People paying through cash and/or digital methods (cards, wallets, net banking)</li> </ul>	<ul style="list-style-type: none"> <li>- Digital averse and happy with traditional modes of payment (like cash, visiting bank branches)</li> </ul>
Geography	Pan India	Pan India

**Outcomes**

- Shareability of the films
- High reach with optimum frequency
- An individual views all / most of the 6 films during the campaign period

**Indicative Deliverable / Campaign Information**

Platform	Assets	Particulars	Remarks and comments
<b>TV / Cinema</b>	<ul style="list-style-type: none"> <li>• 6 Master TVC</li> <li>• L / I / J Aston bands</li> <li>• Mute Tags</li> </ul>	ACD: 30 sec	HINDI MASTER.  Other languages: Marathi, Bengali, Tamil, Telegu, Kannada, Malayalam, Gujarati, Oriya, Punjabi, Bhojpuri and Assamese
<b>PRINT</b>	<ul style="list-style-type: none"> <li>• Innovation ideas on print</li> </ul>	Key visual – one for each MO and one for teaser	HINDI MASTER.  Other languages: Marathi, Bengali, Tamil, Telegu, Kannada, Malayalam, Gujarati, Oriya, Punjabi, Bhojpuri and Assamese

<b>RADIO</b>	<ul style="list-style-type: none"> <li>• Radio jingles</li> <li>• Ideas on Radio integrations / innovations</li> </ul>	<p>6 Jingles</p> <p>ACD: 30 sec</p>	<p>HINDI MASTER.</p> <p>Other languages: Marathi, Bengali, Tamil, Telegu, Kannada, Malayalam, Gujarati, Oriya, Punjabi, Bhojpuri and Assamese</p>
<b>Digital – Media</b>	<ul style="list-style-type: none"> <li>• Digital first campaign with YouTube &amp; Instagram being key channels (YT Shorts and Insta Reels are important)</li> <li>• Key Influencer strategy for non HSM markets</li> <li>• Ideas on digital innovation / integrations</li> </ul>	<p>06- 30sec ACD for pre-rolls, mid-rolls</p> <p>MO scripts to be integrated by the key influencers</p>	<p>HINDI MASTER.</p> <p>Other languages: Marathi, Bengali, Tamil, Telegu, Kannada, Malayalam, Gujarati, Oriya, Punjabi, Bhojpuri and Assamese</p> <p>Influencers for NON HSM Markets to be Celebs, Pan India and regional</p>
<b>Digital – Social</b>	<ul style="list-style-type: none"> <li>• Statics creatives, GIFs, Engagement stories, Memes, Thumb-stoppers</li> </ul>	<p>For the campaign duration</p>	<p>Hindi / Hinglish</p>

**Indicative Deliverable / Campaign Information:**

- Developing effective media plan and execution for the chosen TG across
  - TV (regular FCT, Impact)
  - Radio – RJ mentions / show integrations (as value adds)
  - Cinema (including single screens for deeper penetration)
  - Print (with suggestions for deeper penetration)
  - Digital (Programmatic, social media, impact buys, influencers)
  - OTT
- Plan and propose campaigns and promotions can include
  - Media tie-ups
  - Product / campaign asset placement
  - Below the line (BTL) activities/ Events
  - Media innovations like (and not limited to same)

- associations with OTTs
- integrations with apps / other platforms

**Media Budget: INR 93 Crores (including agency comm) + taxes as applicable**

## 2. BHIM – Brand Campaign Media Brief

### Background:

**BHIM:** Bharat Interface for Money (BHIM) is a payment app that enables simple, easy, and quick transactions using Unified Payments Interface (UPI). One can make direct bank payments to anyone on UPI using their UPI ID or scanning their QR with the BHIM app. One can also request money through the app from a UPI ID. Pioneered and developed by NPCI, BHIM has been conceived and launched by the Hon'ble Prime Minister of India, Narendra Modi on 30<sup>th</sup> December 2016 to bring in financial inclusion to the nation and a digital empowered society.

In the past, no brand building campaign has been launched since the inception and hence the awareness and reach has been limited. Most of the current users are believers of government backed platforms as they can't trust financial transactions with other TPAPs.

### Our Brand Values:

BHIM stands for the values of Safe, Stable, Secure, Seamless and Scalable payment options for the customers.

- **Safe:** BHIM app is built on robust security guidelines and on multi factor authentication which only ensures that the app can be used by authenticated users only
- **Stable:** BHIM app is backed by NPCI which itself is a sign of stability wherein product is launched to promote digital transaction and enable entire India to do UPI transaction via BHIM
- **Secure:** All data and information on the app is encrypted which means that highest data protection is given from unauthorized access.
- **Seamless:** The design principle of BHIM app is quite simple and easy for customers to navigate. Compatible with different devices and enabling seamless integration with different bank accounts makes it quite minimal and comfortable in user journey.
- **Scalable:** Tech developed for BHIM is compatible to other apps and any further integration is possible with quick updates on the existing platform

### Business Goal:

*Increase Downloads, Retention, and target Families to make 20 Transactions in a month.*

*Addition of 15Mn new monthly active BHIM users.*

*30Mn new downloads*

### Promote Inclusion:

BHIM aims to provide a one stop destination for our regular part of life. This inclusion of being a super app needs a high level of brand awareness to the target customers.

*BHIM aims to become a Super App. This will have overarching business functions of different PODS.*

Example 1: A nuclear family where in both (Husband & Wife) are working doing daily, monthly transactions at Metro, Mall, Traveling, Paying utility bills, Recharges, Ordering Food & Groceries, Purchasing Clothing & Accessories, Buying Gadgets, Paying Kids School & Tuition fees, Paying house help salaries etc. would be able to transact all these from BHIM App and their expenses recorded and will be managed through our BHIM App.

Example 2: A member of the family can send money to her husband, her husband can do a fuel refill at the power station and they can send some money to their daughter to get a cab.

Example 3: A father can give pocket money to their children on a monthly basis which they can spend on movies, online food ordering, OTT recharges etc. Man of the family can also pay salary to his driver, wherein driver can buy his groceries from a nearby Kirana store

### Who is our target audience?

#### Common Man:

- S/he belongs to many Bharats, aged between 18 - 45+ years, hustling every day to earn livelihood within progressing India
- S/he overcome many challenges in day-to-day life to fulfill personal + professional dreams and upgrading themselves with changing surroundings and technology to compete with peers
- Upgrading herself/himself with knowledge and products/services they use to ease their standard of living

E.g.: From bullock-carts to hi-end automated farming equipment, from hand pumps to submersible pumps, from chullas to electric inductions, from textbooks to digital notebooks, from normal electric lights to LED fittings, from motor bikes to electric vehicles, from Color TV to Smart TV, from Feature phone to Smart phone & from Cash transaction to Digital transaction...

Particulars	Details
Primary Market	Tier 1 (only A2), Tier 2, Tier 3, Tier 4 cities, Rural India
Age	18-45 yrs., all genders
Segmentation	NCCS A2, B1, B2, C, D
Geography	Semi urban, Rural, and Urban centers
Demographics & Psychographics	Single / Double Income Couple
	Family person having kids
	Value seekers
	Smartphone users
	Convenience & value seeker

	Tech savvy to somewhat tech savvy individuals
	Security Conscious Minded
	Financially informed
	Salaried individuals at mid/senior level
	Family & Households
	Commercials Est: Restaurants, Hotels, Schools, colleges, business owners from rural market
	Government Employees: People believing in BHIM from govt. trusted app angle, reliable quotient
	Shoppers
<b>Campaign Period</b>	15 <sup>th</sup> Sept – 30 <sup>th</sup> Sept (phase 1), 1 <sup>st</sup> Oct – 31 <sup>st</sup> Dec 2024 (fully active phase)

**Problem Statements:**

**A) Brand Challenges**

1. Low reach & awareness: No brand level campaign done till date to reach the last mile audience
2. Increase download & active users:
  - a. Currently, BHIM has a limited market share of 0.19% and active user based of 2.5 M
  - b. Need to increase market share to 20% and active users to 140 M in 3 years
3. Establish BHIM as Super APP: Beyond payments a lot many other features will be included in BHIM like E-commerce, Conversations etc. for day-to-day activities for a user, which works as Super App.

**B) Category & Market Challenges**

1. Complexity of Understanding Digital Payments: Digital payments have come into the market for 6-7 years until now and there is a huge lack of awareness of understanding of the digital payments process. The TG we are dealing with has very low information and awareness level also w.r.t adoption of such digital payment methods.
2. Plus, India has been a cash centric economy over years now, and the trend towards the digital payment is relatively new approach which has its own inhibitions and challenges.
3. Limited access to Banking: The rural and rest of Z cities (from Tier 3 and down) has still limited access to bank services, awareness of the overall digital payment category is substantially low. Also, low network reach or poor internet facility is also a challenge.

**What do we wish to achieve through mainline media, digital and social media?**

1. **Awareness & Expansion:** Primary goal is to increase brand awareness of BHIM. Mainline media will be a catalyst for this build up. TV commercial, Print to build up the brand positioning. TOMA is key here.
2. **Drive adoption:** Digital is catalyst for driving consideration set and downloads.
3. **Engagement:** BHIM aims to engage users with informative and engaging content on social mediums. Examples include guides, tips, testimonials, as well as any new upgrades in features and promotions.
4. **Build Brand Equity:** BHIM - a product of NPCI which is backed by government has its own credibility. Digital payments are conducted under strict surveillance and with all KYC compliances in place. Thus, BHIM can reinforce trust and credibility amongst user base by doing regular communication, prompt customer care and transparent information sharing mechanisms.

**Indicative Role of different media vehicles:**

Media	Role of Media
TV	Imagery & Brand Building: Maximize Reach & Frequency
Print	Builds Credibility & Imagery
Social	Reach & Consideration
OLV	Reach & Imagery
Display + Search	Consideration
Influencer	Engagement
Content Partnership	Imagery & Engagement
Performance Marketing	Conversion
OOH + Cinema	Imagery & Brand Recall
Radio	Frequency & Reminder medium
Innovations	Engagement
Activations/On-Ground	Engagement

**Objectives:**

- 30Mn new downloads
- Addition of 15Mn new monthly active BHIM users.
- Increase transaction to 20 Txns in a month from every family
- Need to increase awareness and reach within target markets
- Increase brand power score by +0.5
- Achieve to maintain consistent app ranking within top 5 free apps in finance category between Oct to Mar.
- Increase Downloads, Retention, and target Families to make 20 Transactions in a month.

### Who are the major competitors in the market?

- Phone Pe
- Google Pay
- PayTm
- Amazon Pay
- Cred
- PayZap by HDFC
- Jio Pay (upcoming)

### What is the source of business we expect to grow from?

- TARGETED NCCS / SEC GRID
- A3, B1, B2, C1, C2, D1, D2
- New users from T2 & down markets including Rural
- Existing user of competitor's TPAP, who were disappointed with current UI/UX of BHIM

Platform	Assets	Particulars	Remarks and comments
TV	<ul style="list-style-type: none"> <li>• 2 Master</li> <li>• L / I / J Aston bands</li> <li>• Mute Tag</li> </ul>	ACD: 30 sec	Hindi / Hinglish Master Tamil, Telugu, Kannada, Malayalam, Marathi, Bengali, Gujarati
Print/OOH	<ul style="list-style-type: none"> <li>• Innovation ideas on OOH/print</li> <li>• Print /OOH Ads</li> </ul>	3 Key visual	Hindi, English, Tamil, Telugu, Kannada, Malayalam, Marathi, Bengali, Gujarati
Digital – Media	<ul style="list-style-type: none"> <li>• 15s, 30s, 45s edits of TVCs for pre-rolls, mid-rolls</li> </ul>	As per media plan and required publisher file formats 9:16 version for mobile consumptions	Hindi / Hinglish Master English, Tamil, Telugu, Kannada, Malayalam, Marathi, Bengali, Gujarati
Digital – Social	<ul style="list-style-type: none"> <li>• Statics creatives, GIFs, Engagement stories, Memes, Thumb-stoppers,</li> <li>• Influencer activities</li> </ul>	For the campaign duration	English, Hinglish
OTT	<ul style="list-style-type: none"> <li>• 20s, 30s, 45s edits of TVCs</li> </ul>	As per media plan and required	Hindi / Hinglish Master



		publisher file formats	English, Tamil, Telugu, Kannada, Malayalam, Marathi, Bengali, Gujarati
On-ground	<ul style="list-style-type: none"> <li>Activation ideas to create awareness and amplification on digital</li> </ul>	Tier 2 & down market	Primarily: Hindi
Performance	<ul style="list-style-type: none"> <li>Brand awareness &amp; visibility</li> <li>App download campaign</li> <li>Retargeting campaign</li> </ul>	Tier 2 & down market	Hindi / Hinglish English, Tamil, Telugu, Kannada, Malayalam, Marathi, Bengali, Gujarati

**Media Budget: 60 Cr. (including agency comm) + taxes as applicable**

#### Additional Information

- Plan and propose campaigns and promotions including
  - Media tie-ups
  - Product placement
  - Below the line (BTL) activities/ Events
  - Activation Ideas
  - Media innovations like (and not limited to same)
    - associations with OTTs

#### Learnings

- Conduct Workshops to discuss and understand new platforms, innovations & mediums of promotion which can enhance brand goals every quarter
- Sharing Industry level trends and Reports with NPCI to be in line with developments every month
- Website/App Traffic trends (Comscore, App Annie) for top 10 categories related to NPCI products

#### Review

- Periodic reports as and when required basis the campaigns
- Tracking progress and optimizing the campaign basis the media plan
- Suggesting way forward / next steps / changes to the strategy
- Review with internal & external auditors related to campaign performance & delivery
- Meeting with Senior management of the agency for growth & expansion every month

## Section 5 – Commercials (service charges/fees/agency commission)

All the supporting documents should be sealed in an envelope/ password protected file (not more than 9MB size) and should be marked as envelope 'C'. However, agencies qualifying the pitch round will only be selected for stage 3 of opening their commercials.

PROJECT TYPE	MEDIUM/SLAB	FEES %
<b>Branding Campaigns</b> (Static, video, etc.)	-	
<b>Performance Marketing / Optimisation</b>	Upto ₹30 cr	
	₹ 30- ₹ 55 cr	
	> ₹ 55 cr	
<b>Content collaboration</b>		
<b>Influencer Collaboration</b>		
<b>Media Innovations / Impact</b>		
<b>Media Deals / Associations</b>		

## Section 6 – Contents for the envelope

6.1.1 **Envelope ‘A’** should be super scribed as **Eligibility Criteria**. The following documents shall be inserted inside Envelope A:

1. Bid Offer form (without price) – Annexure A1
2. Bidder Information - Annexure A2
3. Eligibility Criteria Response Sheet – Annexure A3
4. Undertaking-cum-Indemnity – Annexure A4
5. Declaration of Acceptance of Terms and Conditions – Annexure A5
6. Power of Attorney or Board Resolution for Signing of Application – Annexure A6
7. Declaration regarding Clean Track Record – Annexure A7
8. RFP document duly sealed and signed by the authorized signatory on every page
9. All necessary supporting documents and documents to verify the address of the office or branch in Mumbai.
10. Declaration and client reference.

6.1.2 **Envelope ‘B’** should be super scribed as **Technical Pitch (strategy and approach submission towards scope of work) Bid**:

The following documents shall be inserted inside Envelope B

1. Qualifications and credentials of individuals proposed to work on NPCI account. Individual awards / rewards / testimonials should be attached with Annexure B2. Awards / rewards won by the organization should be enclosed additionally.
2. Supporting documents as per the requirements of technical evaluation matrix as per clause 9.3.

5.10.3 **Envelope ‘C’** should be super scribed as **Commercial/Quotation**.

## Section 7 Instruction to Bidders

### The Bidding Document

#### 7.1 RFP:

7.1.1 RFP shall mean Request for Proposal.

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

7.1.3 The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

#### 7.2 Content of Bidding Document:

The Bid shall be in 3 separate envelopes, Envelope A,B and C. The contents of the Envelopes are mentioned in Section-6.

#### 7.3 Clarifications of Bidding Documents:

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

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

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

7.3.3 Agencies/Bidders are welcome to send their one-round queries regarding the issues related to the requirements of the RFP through email keeping the pre-bid date in mind mentioned in the section 1. Replies to all the clarifications, queries will be communicated through mail or will be posted on NPCI's website.

#### **7.4 Amendment of Bidding Documents**

7.4.1 At any time prior to the deadline for submission of Bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding documents.

7.4.2 Amendments will be provided in the form of Addenda / Corrigenda to the Bidding documents, which will be published on NPCI's website. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda / Corrigenda had been taken into account by the Bidder in its Bid.

7.4.3 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 submission of the Bids, in which case, the extended deadline will be published on NPCI's website.

7.4.4 From the date of issue, the Addenda / Corrigenda to the tender shall be deemed to form an integral part of the RFP.

Preparation of Bid:

#### **7.5 Period of Validity of Bids:**

Bids shall remain valid for a period of 21 calendar days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a bid valid for a period shorter than 21 calendar days as non-responsive, without any correspondence.

#### **7.6 Extension of period of validity:**

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

## 7.7 Format of Bid:

7.7.1 The Agencies/Bidders shall prepare two copies one should be shared through a hard copy (Marked as 'ORIGINAL') and other through a soft copy of the Technical Pitch Evaluation in a password protected file marking it as "Technical Pitch Bid-Soft copy".

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

## 7.8 Signing of Bid:

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

7.8.2 The Bid shall be signed by a person, or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped power of attorney (format given in **Annexure A6**) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.

7.8.3 All pages of the Bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the Bid.

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

### Submission of Bid

## 7.9 Envelope Bidding Process:

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

7.9.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '**Request for proposal (RFP) for Empanelment of Digital Media agency for NPCI Group**'.

7.9.3 The inner and outer envelopes shall

- Be addressed to NPCI at the address mentioned in Section 1.
- The inner envelopes shall indicate the name and address of the Bidder.
- If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the Bid's misplacement or premature opening.

### **7.10 Bid Submission:**

7.10.1 Bids sealed in accordance with the Instructions to Bidders should be sent by both through postal to be delivered at the address as mentioned in the Section 1 and has to be mailed on the above-mentioned ID in section 1.

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

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

7.10.4 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.

### **7.11 Bid Currency:**

All prices shall be expressed in Indian Rupees only.

### **7.12 Bid Language:**

The Bid shall be in English Language.

### **7.13 Rejection of Bid**

The Bid is liable to be rejected if:

- The document doesn't bear the signature of authorized person.
- It is received only through E-mail or only through post.
- It is received by Fax.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.
- Is conditional.
- Does not confirm to the terms and conditions stipulated in this RFP.

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

### **7.14 Deadline for Submission:**

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

### 7.15 Extension of Deadline for submission of Bid:

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

### 7.16 Late Bid:

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

### 7.17 Modifications and Withdrawal of Bids:

7.17.1 Bids once submitted will be treated as final and no amendment, modification or withdrawal thereof is permissible. No further correspondence shall be entertained on this.

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

### 7.18 Right to Reject, Accept/Cancel the bid:

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

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

### 7.19 RFP Abandonment:

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

### 7.20 Bid Evaluation Process:

The Application Evaluation will be carried out in 2 stages:

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

**Stage 2 – Envelope B** will be evaluated for those Bidders who qualify the Eligibility Criteria in Stage 1.

**Stage 3 – Envelope C** will be evaluated for those Bidders who qualify the technical pitch round in Stage 2.



### 7.21 Timelines for bid presentation:

All qualifying agencies are required to adhere to the following timeline for their pitch presentations during the technical evaluation round:

- **Introduction and team structure:** 10 minutes
- **Pitch Presentation:** 40 minutes
- **Q&A Session:** 5 minutes
- **Summary & conclusions:** 5 minutes

Strict adherence to this schedule is expected to ensure a smooth and efficient bidding process. Agencies not adhering to the timelines will be disqualified from the bidding process.

### 7.22 Contacting NPCI:

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

## Section 8 – Bid Opening

### 8.1 Opening of Bids

After stage 1 of eligibility criteria, eligible bidders will be notified of the second round for a face-to-face presentation. Both, the Technical Pitch Bid and commercials, respectively, i.e. envelope B & C shall be opened, as per the process mentioned in clause 7.19.

### 8.2 Opening of Eligibility and Technical Pitch Bids

8.2.1 NPCI will open Envelope 'B' in presence of Bidders' representative(s) who have cleared stage 1 of eligibility criteria and choose to be present on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.

8.2.2 The representatives of the Bidders have to produce an authorization letter from the Bidders by way of letter or email to represent them at the time of opening of technical pitch bids. In case the Bidders' representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

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

8.2.4 The scoring model will be used for evaluation of the applications that are found eligible for the Empanelment.

## Section 9 – Bid Evaluation

### 9.1 Preliminary Examination:

- 9.1.1 The evaluation process would consider whether the Agency/Bidder has requisite prior experience and expertise to address NPCI's requirements and objectives. The evaluation process will gauge the extent of thought process that has gone behind the preparation of the RFP response, the degree of clarity, understanding of NPCI's stated objectives and the level of commitment exhibited by the Agencies/Bidders. The demonstration of the Agencies/Bidder's capability to meet NPCI's objectives and deliver as per NPCI's expectations shall also be considered.
- 9.1.2 NPCI will examine the Bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether Bids are generally in order.
- 9.1.3 Eligibility and compliance with all the forms and Annexure would be the first level of evaluation. Only those Bids which comply with the eligibility criteria will be taken up for further evaluation.
- 9.1.4 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.
- 9.1.5 If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NPCI's determination of Agency's responsiveness will be based on the content of the RFP response itself.

### 9.2 Evaluation of Technical Pitch Bids:

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

- CVs of the team allocated to NPCI account as per the format attached in Annexure B3.
- Note on proposed quality of service
- Presentation in person

NPCI will call for a presentation (intimation will be sent to eligible bidders) on the proposal submitted from the short-listed bidders. The Evaluation Committee will review the application of all shortlisted agencies on the basis of the following broad parameters and the presentation of the applicant must consist of the following:

- Proposed media delivery metrics for each channel.
- Effective usage of proposed media spread and budget.
- Strategy to be followed in the advertising and branding campaign to consolidate the proposed brand positioning and media plan.
- Innovative ideas, Quality of service and approaches in media investment strategy which would fulfill the expectation of NPCI effectively
- 3 Case studies on campaign executions- Campaign brief, innovation, execution & effectiveness
- Prior experience of the Agency & team in undertaking projects of similar nature.
- Capability in implementing scope of work and knowledge of Indian media ecosystem.

9.2.1 NPCI may interact with the Customer references submitted by Agency/Bidder, if required.

9.2.2 Agency/Bidder shall be required to provide documentary evidence, wherever applicable, for the scope of work stated in RFP.

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

9.2.4 Detailed evaluation scoring for technical evaluation shall be as per Clause 9.3 mentioned herein under.

To assist in the examination, evaluation and comparison of applications, NPCI may, at its sole and absolute discretion, ask any or all the Agencies/Bidders for a written clarification and response to the RFP.

### 9.3 Bid Evaluation Matrix:

AREA	EVALUATION PARAMETERS	MEASURES OF PERFORMANCE / DETAILED PARAMETERS	SCORES
<b>Team</b>	Functional Experience	Relevant experience in Media planning & strategy	20
	Category Experience	Experience of tech / fintech / BFSI	
	Stability	Average time spent in agency / account	
	Leadership Experience	Team leading & handling experience (average of account leadership team)	
<b>Planning &amp; Strategy</b>	Media Planning approach and process	Adherence to the brief	25
		Quality and robustness of the approach note for plan creation	
		Selection process of media vehicles	
	Planning Tools	Use of essential tools for media planning i.e. TGI, etc.	5
		Use of planning and behavioural analysis tools for Digital and other mediums	
		Subsequent Dashboards & measurement of Digital, other mediums & related frequency	
	Innovations	Innovative ideas for content and associations to engage with the target customer	10

Buying	Quality - Reach/Channel Mix/ etc	Maximum Benefit (Visibility/Salience) / Value adds	40
	Rates	Lowest Rates across markets within the quality parameters defined in brief	
<b>Total</b>			<b>100</b>

#### 9.4 Multiple Successful Evaluated Bidders:

Top three (3) agencies / bidders will be declared as multiple successful evaluated Agency/Bidder.

#### 9.5 Negotiations

9.5.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation will be communicated to the selected/successful Agency/Bidder.

9.5.2 **Negotiation will include:** a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Agencies/Bidders; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided and e) Provisions of this RFP/the contract.

9.5.3 The financial negotiations will include clarification on the tax liability, applicability of GST (as and when made applicable by Government of India), and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services.

9.5.4 Having selected the successful agency/bidder based on, among other things, an evaluation of proposed key professional staff, Agencies/Bidders expects to negotiate a contract on the basis of the experts named in the proposal.

9.5.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.

## Section 10 – Terms and Conditions

### 10.1 Definitions

- 10.1.1 **“Agency(ies)”** means the successful Bidder who has been notified the Award of the Empanelment.
- 10.1.2 **“Business Day”** means Monday to Saturday excluding public holidays.
- 10.1.3 **“Contract”** means the Contract Agreement related to Empanelment of Mainline Media agency, as shall entered between NPCI and the Agency.
- 10.1.4 **“Contract Period”** means the period as shall be mentioned in the Contract.
- 10.1.5 **“Contract Price”** means the price or prices for the services to be Project which will be specified in the Purchase Order or the Contract. Contract Price shall remain fixed for the Contract Period. 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.
- 10.1.6 **“Intellectual Property Rights” “IPR”** means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.
- 10.1.7 **“Laws”** means all statutes, enactments, and acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, treaties and orders of any authority which may have jurisdiction as amended or supplemented from time to time including but not limited rules and regulations laid down by Ministry of Electronics and Information Technology (MeitY), Department of Telecommunications, Advertising Agencies Association of India (AAAI), Indian Broadcasting Federation (IBF), Indian Outdoor Advertising Association (IOAA), Indian Newspaper Society (INS), Prasar Bharati – Doordarshan (DD), Internet & Mobile Association of India (IAMAI), All India Radio (AIR) and the rules laid down by the Joint Working Committee of AAAI-IBF and AAAI-INS.
- 10.1.8 **“Purchase Order” “PO”** means the individual work order for required brief / assignment at each point of time which will be a subset of the Contract.
- 10.1.9 **“Project”** shall mean sum of work defined by NPCI from time to time.

### 10.2 Notification of Empanelment:

- 10.2.1 After selection of minimum of 3 (three) Agencies and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Empanelment to the Agencies.

### 10.3 Signing of Contract

10.3.1 Within 60 (sixty) days of receipt of Notification of Empanelment the Agencies shall execute the Contract with NPCI and such other documents as may be notified by NPCI from time to time.

10.3.2 Failure of the Agencies to comply with the above requirements shall constitute sufficient grounds for the annulment of the empanelment.

10.3.3 NPCI reserves the right to include/exclude any other clause as it may deem fit at the time of awarding the contract.

#### **10.4 Allocation of work**

10.4.1 NPCI will release Media Brief for any specific Project and will invite limited applications from empaneled Agencies for the specific Projects. The selection of Agency (out of the Agencies) for these Projects will happen based on representation and presentation made by Agencies in front of the evaluation committee for the Project.

10.4.2 A separate Contract / Purchase Order will be signed for each Project.

10.4.3 Empanelment does not guarantee allocation of work. The timeline for various assignments associated with the allocated work shall be intimated along with the creative brief for the work.

#### **10.5 Prices**

10.5.1 The price for each Project shall be agreed in the relevant Contract/Purchase Order and shall remain fixed for the period of engagement. 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.

#### **10.6 Taxes and Duties:**

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

10.6.2 Prices shall be exclusive of all taxes.

10.6.3 The Agency shall meet the requirements of the applicable Goods & Services Tax (GST).

10.6.4 The Agency shall at all times ensure compliance with applicable Laws in relation to Goods and Services Tax ("GST") Laws and shall meet its requirements.

#### **10.7 Terms of Delivery:**

10.7.1 The Agency shall deliver the work assigned to the Agency in each Project within the timeline defined by NPCI.

#### **10.8 Delivery Address:**

10.8.1 Delivery should be done at NPCI locations in Mumbai, or such other locations as shall be intimated / informed by NPCI from time to time.

#### **10.9 Liquidated Damages:**

10.9.1 If the Agency does not deliver the scope of work/Deliverables within stipulated period from the date of receipt of Purchase Order, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall be entitled to liquidated damages calculated in the manner below:

10.9.2 Non-Delivery of above - at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.

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

#### **10.10 Performance Bank Guarantee**

10.10.1 The Agency shall submit to NPCI a Performance Bank Guarantee ("PBG") for an amount as specified in the Contract/Purchase Order ("PBG Value"). The PBG shall be valid for the tenure of empanelment of the Agency with NPCI and shall have a claim period and expiry date as mentioned in the contract as per statutory provisions in force.

10.10.2 NPCI reserves the right to invoke PBG in case of breach of any of the terms by the Agency including in case of any deficiency in the services provided by the Agency.

#### **10.11 Extension of empanelment:**

10.11.1 NPCI in its sole and absolute discretion reserves the right to extend the period of engagement.

#### **10.12 Payment terms:**

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

10.12.2 Advance payment will not be considered.

10.12.3 The final payment shall be released only after completion of the required work for the Project and on submission of a statement of work along with relevant reports to NPCI, however NPCI reserves the right to withhold 1% of the total payment payable to the Agency which will be released after the completion of internal audit process of NPCI.

10.12.4 Payment shall be made within [45] days after receipt of correct invoice along with necessary supporting documents / certificates duly signed by authorized NPCI official.

#### **10.13 Confidentiality and Publicity**

10.13.1 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 as being confidential and discloses, whether directly or indirectly through a designee, to Agency ("**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 writing, oral, graphic, electronic, 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.

Provided however that, Confidential Information shall not include information that: (i) is in the public domain at the time of its use or disclosure through no fault of the Receiving Party; (ii) was lawfully in the possession of or demonstrably known by the Receiving Party prior to its receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (iv) becomes known by the Receiving Party from a third party that is not subject to an obligation of confidentiality to the Disclosing Party; or (v) is disclosed by the Receiving Party in accordance with the prior written approval of the Disclosing Party.

10.13.2 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 RFP/Contract; 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 the RFP and/or the Contract/Purchase Order issued under this RFP by itself, or by its representatives.

10.13.3 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.

10.13.4 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 the Receiving Party in relying on the Disclosing Party's Confidential Information. The Disclosing Party assumes no responsibility for any loss or damage which may be suffered by the Receiving Party, its customers or any third parties on account of or arising from the Confidential Information.

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

10.13.6 Upon expiry or earlier termination of the Contract executed pursuant to this RFP, 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.

10.13.7 Without foregoing the generality of the above, the Agency shall keep the deliverables/reports, documentation created by Agency /submitted by NPCI and its group Companies hereunder as confidential, for perpetuity and will not disseminate or allow access to any reports and other deliverable prepared by the Agency) and any documents and information received from NPCI and its group companies thereto to any third party. Agency will be solely responsible for ensuring compliance of this clause.

#### **10.14 Intellectual Property:**

10.14.1 It is hereby clarified that all Intellectual Property Rights in any content, materials, information, and data provided by NPCI (“**Content**”) to the Agency pursuant to this RFP shall, at all times, solely belong to NPCI. Any access provided to the Agency to such content, materials, information, media channels and data shall not result in grant, transfer of ownership, assignment, license of any Intellectual Property Rights or Confidential Information thereunder.

10.14.2 NPCI hereby grants to the Agency a revocable, non-sub-licensable, non-exclusive and royalty-free license to use its Content for the purpose of promoting its own business (for example, but without limitation, on its corporate websites and in entering materials for industry awards) with prior written consent from NPCI.

10.14.3 The Agency shall not adapt, use, or attempt to register any Intellectual Property Rights that is identical or similar to Intellectual Property Rights provided pursuant to this RFP.

10.14.4 The Agency agrees to keep NPCI fully informed of any activities of third parties which the Agency believes may infringe on the Intellectual Property Rights of NPCI.

10.14.5 All works and inventions made, created, developed or produced by the Agency or its subcontractors, consultants, employees, agents or representatives in connection, whether directly or indirectly, pursuant to its engagement with NPCI shall inure and belong exclusively to NPCI as ‘work for hire’. The Agency shall make prompt written disclosure to NPCI and shall hold in trust for the sole right and benefit of NPCI all such works and inventions, intellectual property created/in-process during term of the Contract executed pursuant to this RFP.

10.14.6 The Agency along with its subcontractors, consultants, employees, agents or representatives agree to irrevocably and unconditionally waive all their rights to the fullest extent permissible under the applicable Laws in connection with its authorship of any existing or future copyright work generated under the Contract executed pursuant to this RFP, in whatever part of the world such rights may be enforceable.

## 10.15 Indemnity

10.15.1 The Agency shall indemnify, NPCI and its group companies, and their respective employees, directors and representatives (“**Indemnified Parties**”) and hold the Indemnified Parties harmless from and against all direct claims, losses, costs, damages, expenses, action suits, and other proceedings, (including reasonable attorney fees), relating to or resulting from:

10.15.1.1 Any act or omission or negligence or misconduct or fraud by the Agency and/or its, its employees, directors, officers, consultants, contractors and other representatives (“**Personnel**”).

10.15.1.2 Breach of the terms and conditions of this RFP and/ or the Contract or representation and warranties (express, implied or statutory) under the RFP and / or the Contract and each Purchase Order issued under the Contract.

10.15.1.3 Employment claims of the employees of the Agency.

10.15.1.4 Claims arising due to infringement of Intellectual Property Rights of third party(ies)

10.15.1.5 Death, personal injury or property damage attributable to acts or omission of Agency or its Personnel.

10.15.1.6 False statement by the Agency or its Personnel.

10.15.1.7 Any loss incurred by the Indemnified Parties due to breach or lapse of security of Confidential Information or any data.

10.15.1.8 Any breach of Intellectual Property Rights of Indemnified Parties by the Agency and/or its Personnel.

10.15.1.9 Any non-compliance or violation of applicable Laws and regulations by the Agency and its Personnel.

10.15.2 Indemnified Parties shall not be liable for any loss of profits, loss of business, loss of contracts, loss of goodwill or reputation and/or lost profits (whether direct or indirect in nature) and/or for any indirect or consequential or punitive or exemplary loss or damage of any kind, in case howsoever arising, whether such loss was foreseeable or in the contemplation of the Agency and whether arising under statute or arising under breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.

10.15.3 Agency shall be liable for performance of Services and all work product created pursuant thereto.

The total liability of NPCI under the RFP/ Contract shall not exceed an amount equal to the Fee only paid to Agency.

## 10.16 Limitation of Liability

10.16.1 The Agency shall be responsible for the provision of all the deliverables/services in accordance with the terms hereof.

10.16.2 The aggregate liability of NPCI and its group companies in connection with obligations undertaken under the RFP and/ or the Contract / Purchase Order executed pursuant to this RFP, 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 relevant Purchase Order issued under the Contract.

## 10.17 Termination of Contract

10.17.1 **For Convenience:** NPCI by a written notice sent to the Agency, may terminate the Contract executed pursuant to this RFP in whole or in part at any time for its convenience by giving one month's prior notice. The notice of termination may specify that the termination is for convenience, the extent to which performance of the Agency under the Contract is terminated and the date upon which such termination becomes effective.

10.17.2 **For Insolvency:** NPCI may at any time terminate the Contract executed pursuant to this RFP by giving written notice to the Agency, if Agency closes its office in India or becomes bankrupt or insolvent. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NPCI.

### 10.17.3 For Non-performance

NPCI reserves its right to terminate the Contract executed pursuant to this RFP in the event the Agency fails to deliver in accordance with the scope of work given in the RFP/Contract.

10.17.4 **For Unauthorized Assignment:** NPCI at any time may terminate the Contract executed pursuant to this RFP with immediate effect if Agency assign or delegate or attempt to assign or delegate the Contract or any part thereof and/or the services provided hereunder, in full or in part, without the prior written consent in writing of NPCI.

10.17.5 **For Breach of applicable Law:** NPCI at any time may terminate the Contract executed pursuant to this RFP immediately with notice the Agency, if Agency or its staff, personnel, employees, consultants, representatives, and agents breach any of the provisions of the said Contract or applicable laws or of any other contractual or legal obligation to NPCI.

## 10.18 Effect Of Termination

10.18.1. The Agency agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the said Contract.

10.18.2. The Agency shall immediately discontinue and refrain from all conduct and activity which would give the appearance that the Agency is still a service provider of NPCI.

10.18.3. Upon termination NPCI shall immediately pay Agency such undisputed outstanding amount for the completed services by the Agency.

10.18.4. The Agency agrees that after completion of the term of the said Contract or upon earlier termination of the said Contract, the said Contract shall if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in the Contract. Further, upon termination, if required by NPCI, the Agency shall, provide necessary assistance to NPCI to facilitate orderly transitioning of services and data forming a subject matter of this RFP or the Contract to such third party as required by NPCI.

- 10.18.5. Termination shall be without prejudice to any other rights or remedies either Parties 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.
- 10.18.6. Upon termination of the Contract, the Agency should peacefully handover the legal possession of all the Confidential Information, Intellectual Property Rights provided by NPCI, and any unutilized advertisement amount and shall obtain a discharge from NPCI.

### 10.19 Liquidated Damages

Due to negligent act of the Agency, if NPCI suffers losses, and incurs damages, the quantification of which may be difficult, the amount shall be specified in the agreed contract as reasonable estimate of the damages and the Agency shall agree to pay such liquidated damages as defined hereunder:

10.19.1 If the deliverables are not submitted as per the mutually agreed schedule and project phasing or extensions in writing as may be given by NPCI, the Agency shall be liable to pay the amount as specified in the agreed contract towards the relevant deliverable.

10.19.2 If the deliverables are not acceptable to NPCI, the Agency shall replace and rectify the defects to the satisfaction of NPCI. If the defects as stated in the notice by NPCI are not rectified by the Agency within the timeline as specified in the contract, or such extensions in writing as may be given by NPCI, the Agency shall be liable for liquidated damages amount or % which will be specified in the agreed contract.

### 10.20 Force Majeure

10.20.1 Notwithstanding the provisions of the RFP, the Agency or NPCI shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of as event of Force Majeure. For purposes of this clause, "**Force Majeure**" means an unforeseeable event beyond the control of the Agent and not involving NPCI or the Agency's fault or negligence.

10.20.2 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 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 not be liable for non-performance of 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 Contract/RFP.

10.20.3 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, NPCI shall be entitled to terminate the Contract/Purchase Order at any time thereafter by giving written notice to the other party.

## 10.21 Resolution of Disputes

10.21.1 NPCI and the Agency shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract/Purchase Order.

10.21.2 If, NPCI and the Agency have been unable to resolve amicably a Contract dispute even after a reasonably long period, the dispute resolution mechanism to be applied shall be as follows:

10.21.2.1 In case of disputes or difference arising between NPCI and the Agency relating to any matter arising out of or connected with this RFP, such disputes or difference shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Agency. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Agency. The third arbitrator shall act as the presiding arbitrator.

10.21.2.2 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.

10.21.2.3 The decision of the presiding arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. 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.

10.21.2.4 In case, during the arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

## 10.22 Obligations of the Agencies

- 10.22.1 **Standard of Performance:** The Agency 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 Agencies shall always act in respect of any matter relating to this 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 subcontractors or third parties.
- 10.22.2 Agencies should not benefit from Commissions, Discounts etc.: (i) The payment of the Agencies shall constitute the Agency's only payment in connection with this RFP and subject to Liquidated Damages, the Agencies shall not accept for its own benefit any trade commissions, discount or similar payment in connection with activities pursuant to this RFP or in the discharge of its obligations and the Agency shall use its best efforts to ensure that any subcontractor, as well as the personnel and agents of either of them shall similarly not receive any such additional payments. (ii) Furthermore, if the Agency, as part of the services, has the responsibility of advising NPCI on the procurement of goods, works or services, the Agency shall comply with NPCI's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of NPCI. Any discounts or commissions obtained by the Agencies in the exercise of such procurement shall belong to the account of NPCI.
- 10.22.3 **Prohibition of Conflicting Activities:** The Agencies shall not engage and shall cause their personnel as well as their Subcontractors and 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/ Contract.
- 10.22.4 **Accounting, Inspection and Auditing:** The Agencies shall
- 10.22.4.1 Keep accurate and systematic account and record in respect of the services to be rendered, with standard applicable accounting principles, and
  - 10.22.4.2 Periodically permit NPCI or its designated representative to inspect the same and make copies thereof as well as to have them audited by auditors appointed by NPCI.
  - 10.22.4.3 Reporting Obligations: The Agencies shall submit to NPCI daily/weekly report, in reports and documents at the scheduled times, the final report as provided in this RFP and the relevant Purchase Order.

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

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

10.23.2 The Agency shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project 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 and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Agency .

### **10.24 Governing Law**

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



## 10.25 Fraudulent and Corrupt Practice

- 10.25.1 **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Agency’s (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.
- 10.25.2 **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or NPCI official in the process of project execution.
- 10.25.3 NPCI will reject a proposal for award if it determines that the Agency recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

## 10.26 Order Cancellation

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

- 10.26.1. Delay in implementation and execution of the Campaign beyond the specified period as set out in the Agreement, or any PO issued.
- 10.26.2. A material discrepancy in the quality of Service.
- 10.26.3. If the Agency makes any statement or encloses any form which turns out to be false, incorrect, and/or misleading or information submitted by the Agency turns out to be incorrect and/or Agency conceal or suppress material information.
- 10.26.4. In case of order cancellation, the unutilized advertisement amount would have to be refunded to NPCI. Further, the Agency would also be required to compensate NPCI for any direct loss incurred by it due to the cancellation of the Project hereunder, and any additional expenditure to be incurred by NPCI to appoint any other service provider for Project.

## 10.27. Addresses for Notices

Following shall be address of NPCI:

Chief Marketing Officer  
National Payments Corporation of India  
Unit no – 301, 3rd Floor,  
Raheja Titanium,  
Off Western Express Highway,  
Goregaon (East),  
Mumbai– 400063.  
Agency’s address for notice purpose: (To be filled by Agency)

## Section 11 - Documents forms to be put in Envelope "A"

### To be put in Envelope A

#### Annexure A1 – Bid Offer Form (Without Price)

Date:

To

The Chief Marketing Officer  
National Payments Corporation of India,  
Unit no – 301, 3rd Floor,  
Raheja Titanium,  
Off Western Express Highway,  
Goregaon (East),  
Mumbai– 400063.

Dear Sir,

**Re: RFP No. NPCI/RFP/2024-2025/02 dated 18.10.2024 for empanelment of Digital media agency for NPCI Group.**

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

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

Addendum No./ Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
3. We agree that the rates / quotes, terms and conditions furnished in this RFP are for NPCI and its Associates.

If our offer is accepted, we undertake to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that NPCI

reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of NPCI will be final and binding on us.

We agree to abide by this offer till 21 calendar 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 A2 – Bidders Information

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd / Partnership firm / LLP)			
4	Details of Incorporation	Date:		
		Ref#		
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code) & mobile number			
11	E-Mail of the contact person:			
12	Fax No. (with STD Code)			
13	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
14	Year	2021-22	2022-23	2023-24
15	Turnover/Revenue/Profit Before Tax			
16	PAT			

### Annexure A3 – Eligibility Criteria Matrix

Sr. No	Criteria	Supporting document	Status
1.	Should be a company registered under the Companies Act or LLP/Partnership firm (registered under the respective Acts) for the last 3 years.	Company incorporation certification	Submitted/ Non-submitted
2.	Should have a revenue* of at least ₹50 crores every year for the past 2 financial years.	Company's Audited Balance-sheet and Profit-Loss statements	Submitted/ Non-submitted
3.	Should have made profits (after tax) for 1 year out of the last 2 financial years in succession across the India Operations.	Company's Audited Balance-sheet and Profit-Loss statements	Submitted/ Non-submitted
4.	The Company should have never been blacklisted/ barred/ disqualified by any regulator/ statutory body.	The Company should provide an undertaking for same	Submitted/ Non-submitted
5.	Should have undertaken a similar work as detailed in the scope of work for at least one client in the last two (2) years as on the date of submission for the quotation.	Provide client certificate or the contract with client indicating the scope of project as desired.	Submitted/ Non-submitted
6	The agency should not have worked with NPCI Group continuously for the last 3 financial years at a stretch (FY21 – FY24).	Submit a declaration on the company letter head	Submitted/ Non-submitted
7	Any independent agency who does not qualify as per the above criteria is not allowed to apply for their participation by either forming a Consortium company or apply their participation through any other leader.	Submit a declaration on the company letter head	Submitted/ Non-submitted
8	Agencies should either be based out of Mumbai or should have a team (branch) operating in Mumbai.	Submit a declaration on the company letter head confirming the same	Submitted/ Non-submitted

\*Revenue as mentioned in point no 2 in the above table constitutes the revenue made by the agency. Revenue is not the annual billing value but is the value that is made basis agency commission/any other revenue sources.

## Annexure-A4 – Undertaking Cum Indemnity

(To be executed on RS. 300/ Non-Judicial Stamp Papers)

### UNDERTAKING CUM INDEMNITY

I \_\_\_\_\_ the authorized person on behalf of \_\_\_\_\_ having its registered office at \_\_\_\_\_ as a part of response of RFP No. NPCI/RFP/2024-

2025/02 date 18<sup>th</sup> October, 2024 floated by **National Payment Corporation of India (NPCI)** for “**Empanelment of Media/Advertisement Agencies**” do hereby undertake as follows:

I undertake and agree to provide the services as mentioned in RFP.

I further undertake that all notes and memoranda of any trade secrets, Intellectual property or confidential business information concerning the business of the NPCI and its affiliates or any of their agency “s, agents, distributors, or customers which shall be acquired, received or made by me/my company/my firm during the period of my tenure shall be the exclusive property of the NPCI and shall be surrendered by me to any person duly authorized in that behalf immediately after the termination of my/my company “s/my firm’s agreement or at the request of NPCI at any time during my tenure and shall keep all the records and materials acquired during the tenure strictly to my confine and shall not misuse or allow it to be misused for any purpose commercial or otherwise other than for which it was intended.

I further undertake that I/my company/my firm will at all times maintain and keep secret and in confidence the confidential information of the NPCI and shall not disclose or divulge the same or any part thereof to any third party and shall not reverse engineer, decompile, disassemble, copy, republish, reproduce or modify confidential information or material or data.

I undertake that I/my company/my firm agree to transfer the Intellectual Property Rights of all the deliverables (including any advertisements, creative work, promotions, analysis, documentation, policy, rules etc.) provided to NPCI for this project and NPCI will be the sole and exclusive owner of the IPR. I further undertake that neither myself nor my firm nor any subcontractor if employed for this project will claim any intellectual property right over any deliverables provided to NPCI. I further agree that in the event of me/my company/my firm or any of my sub-contractor refuses to transfer Intellectual Property Right (IPR) of the any advertisements, creative work, promotions, analysis, documentation, policy, rules etc. delivered, NPCI will have the right to disqualify/blacklist me/my company/ my firm.

I undertake and agree that, If at any stage, it transpires that there is a conflict of interest between me/my Firm or any subcontractor with NPCI or (with possibility of) hindering NPCI business pursuit in any way, NPCI reserves the right to reject my empanelment.

I further undertake that our company/firm will not work with any third party against or affecting the interest of the NPCI during my tenure.

I undertake and further agree that I or my firm’s Employees/Subject Matter Expertise whose names are provided as a response to this RFP will be available in Mumbai for the project.

I have gone through all the conditions of RFP, and I agree that I shall be liable to any punitive action for furnishing false information / documents. I also agree that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist my company/firm.

I further undertake to keep NPCI indemnified against any claims, all losses, costs, and damages occurred, or caused to the NPCI due to willful acts or omissions or carelessness or negligence, fraud or noncompliance of terms and conditions of the said Agency Agreement or laws or violation of statutory provisions etc. I/my company/my firm

shall pay to the NPCI all such amount immediately on demand. This **Undertaking cum Indemnity** has been executed without prejudice to any other rights available to the NPCI.

This **Undertaking cum Indemnity** shall continue to remain in force and in effect all through my/my company's/my firm's tenure with the NPCI.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

Witnesses:

Name:

Address:

**Annexure A5 – Declaration for Acceptance of RFP Terms and Conditions**

**To**

The Chief Marketing Officer  
National Payments Corporation of India,  
Unit no – 301, 3rd Floor,  
Raheja Titanium,  
Off Western Express Highway,  
Goregaon (East),  
Mumbai– 400063.

Sir,

**Re: RFP No. NPCI/RFP/2024-2025/02 dated 18.10.2024 for empanelment of Digital media agency for NPCI Group.**

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



### Annexure A6 – Power of Attorney Format

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr. \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “\_\_\_\_\_” in response to the RFP No. **NPCI/RFP/2024-2025/02** by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid.

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

Dated this \_\_\_ day of \_\_\_\_\_ 2024.

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

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

**Annexure A7 – Declaration Regarding Clean Track by Bidder**

(On Company/Firm’s letter head)

To

The Chief Marketing Officer  
National Payments Corporation of India,  
Unit no – 301, 3rd Floor,  
Raheja Titanium,  
Off Western Express Highway,  
Goregaon (East),  
Mumbai– 400063.  
Sir

**Re: RFP No. NPCI/RFP/2024-2025/02 dated 18.10.2024 for empanelment of Digital media agency for NPCI Group.**

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

Or

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## Section 12 – To be put in Envelope “B”

### Annexure B1 – Client Details

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

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

Envelope B will be considered as final submission for the pitch. However, the bidder may have flexibility to modify some bit of the content for presentation. The modification should not exceed beyond 20% of the previously submitted envelope.

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_ -

Designation: \_\_\_\_\_

Company's Name:

Date: \_\_\_\_\_, Place \_\_\_\_\_

## Annexure B2 – Curriculum Vitae

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

1. Proposed Position:

2. Name of Agency [*Insert name of firm proposing the staff*]:

3. Name of Staff [*Insert full name*]:

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

5. Membership of Professional Associations:

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

From [Year]: To [Year]:

Employer:

Positions held:

7. Detailed Tasks Assigned

a) Current responsibilities

(ii) Year:

(iii) Location:

(iv) Clients handled:

(v) Main project features:

(vi) Positions held:

8. Awards / Recognition / Rewards won in individual capacity

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

Signature & Date (Individual's Name & Signature)

Verified by (Company Name)

### Annexure B3 – Details of top 3 Projects

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

## Annexure B4 – Non-Disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is made and entered on this ----- day of -----, 2024 (“**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 and its Affiliates (*defined later*), 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 or enforcement of any other right, remedy or power.

#### **Article 8: 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 9: 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 10: 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 11: 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 12: 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: