

REQUEST FOR PROPOSAL [RFP]
FOR
SELECTION OF CONSULTANT FOR DEVELOPING
THE ENTIRE BUSINESS MODEL OF
M/S INDIAN DIGITAL PAYMENT INTELLIGENCE CORPORATION

**Issued by: M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building, 8th Floor
A Wing, Bandra Kurla Complex
Mumbai
400051
Phone No: 022-26728513
Email Id: idpic@idpic.in**

SECTION- A
BID SCHEDULE & ABBREVIATIONS

1. BID SCHEDULE

Sl. No.	Description	Details
1.	RFP No. and Date	RFP 01/2026-27 dated 07/04/2026
2.	Department Name	M/S Indian Digital Payment Intelligence Corporation
3.	Brief Description of the RFP	Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation
4.	Company's Address for Communication	M/S Indian Digital Payment Intelligence Corporation, Canara Bank Building A Wing, Bandra Kurla Complex Mumbai 400051 Phone No: 022-26728513 Email Id: idpic@idpic.in
5.	Date of Issue of RFP	07/04/2026
6.	Tender Fee (Non-refundable)	Rs.5,900/- (including 18% GST) The mode of payment can be through DD in favor of M/S Indian Digital Payment Intelligence Corporation payable at Mumbai
7.	Earnest Money Deposit (Refundable)	Rs.3,00,000/-
8.	Performance Security/Bid Security	5.00% of the Total Cost of Ownership (TCO)
9.	Last Date, Time and Venue for Submission of Bids	Date: 28/04/2026, Wednesday 03:00 PM Canara Bank Building A Wing, Bandra Kurla Complex Mumbai 400051
10.	Date, Time & Venue for opening of Part A - Technical Proposals.	Date: 22/04/2026, Wednesday 03:30 PM Canara Bank Building A Wing, Bandra Kurla Complex Mumbai 400051
11.	Date, Time & Venue for opening of Part B - Commercial Proposals	Will be intimated at a later date.
12.	Pre-bid Meeting Date & Time	1. Pre-bid meeting will be held on 17/04/2026, Friday, 03:00 PM

		<p>Venue: Pre-bid meeting will be held Online and participants are requested to attend the meeting Online.</p> <p>Those who are interested in participating the Pre-bid meeting should share the participant details to idpic@idpic.in</p> <p>Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.</p> <p>2. Pre bid queries should be submitted as per format available in clause 1.1 of Section D.</p> <p>3. Pre-bid Queries should be sent to E-mail idpic@idpic.in and must reach us on or before 15/04/2026, Wednesday at 5.00 PM. Subject of the email should be given as “Pre-bid Queries for RFP 01/2026-27 dated 07/04/2026”. Queries reaching afterwards will not be entertained.</p>
13.	Other Details	<p>1. The Bidders must fulfil the Eligibility criteria for being eligible to bid.</p> <p>2. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Company’s website</p> <p>3. No suggestions or queries shall be entertained after pre-bid meeting.</p>
14.	<p>This document can be downloaded from following website https://www.idpic.in/</p> <p>Any Amendments, Modifications, PreBid Replies, Clarifications & any communication etc. will be uploaded in the Company’s website (i.e. https://www.idpic.in/). No individual communication will be sent to the individual bidders.</p>	

The Company reserves the right to withdraw the RFP any time before the execution of the agreement with the successful bidder without incurring any liability towards the successful bidder for the expenses incurred by it in relation to the tender

2. Abbreviations used in this Document:

1.	BG	Bank Guarantee
2.	BOM	Bill of Material
3.	CA	Chartered Accountant
4.	CD	Certificate of Deposit
5.	CIN	Certificate of Incorporation Number
6.	CIRP	Corporate Insolvency Resolution Process
7.	CPSUs	Central Public sector Undertakings
8.	CVC	Central Vigilance Commission
9.	DD	Demand Draft
10.	DIPP	Department of Industrial Policy and Promotion
11.	DPIIT	Department for Industry & Internal Trade
12.	EMD	Earnest Money Deposit
13.	FIs	Financial Institutions
14.	GST	Goods and Service Tax
15.	GSTIN	Goods and Services Tax Identification Number
16.	HR	Human Resources
17.	HSN	Harmonized System of Nomenclature
18.	IDPIC	Indian Digital Payment Intelligence Corporation
19.	IFSC	Indian Financial System Code
20.	IT	Information Technology
21.	KYC	Know Your Customer
22.	LD	Liquidated Damages
23.	LLP	Limited Liability Partnership
24.	LOI	Letter of Intent
25.	MSEs	Micro and Small Enterprises
26.	MSMED	Micro, Small and Medium Enterprises Development
27.	NBFCs	Non-Banking Financial Companies
28.	NEFT	National Electronic Funds Transfer
29.	NI Act	Negotiable Instruments Act
30.	NPA	Non-Performing Asset
31.	NPCI	National Payments Corporation of India
32.	OD/OCC	Overdraft/Open Cash Credit
33.	OEMs	Original Equipment Manufacturers
34.	OSD	Original Software Developer

35.	OSD	Original Software Owner
36.	PO	Purchase Order
37.	POC	Proof of Concept
38.	PP-LC	Purchase Preference linked with Local Content
39.	PSB	Public Sector Bank
40.	QCBS	Quality and Cost Based Selection
41.	RBI	Reserve Bank of India
42.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
43.	RTGS	Real Time Gross Settlement
44.	SC/ST	Scheduled Caste/Scheduled Tribe
45.	SEBI	Securities and Exchange Board of India
46.	SFMS	Structured Financial Messaging System
47.	SOPs	Standard Operating Procedures
48.	UDIN	Unique Document Identification Number
49.	TCO	Total Cost of Ownership
50.	TDS	Tax Deducted at Source

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of M/s Indian Digital Payment Intelligence Corporation (or Company) is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Company to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Company makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Company does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Company reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Company's Website (<https://www.idpic.in/>) and it will become part and parcel of RFP.

The information provided by the bidders in response to this RFP Document will become the property of the Company and will not be returned. This RFP document prepared by Company should not be reused or copied or used either partially or fully in any form.

M/s Indian Digital Payment Intelligence Corporation in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Company reserves the right to reject any or all Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Company shall be final, conclusive and binding on all the parties.

LIST OF CONTENTS

SECTION A - BID DETAILS & ABBREVIATIONS			
Clause No.	Clause Description	Clause No.	Clause Description
1.	Bid Schedule	2.	Abbreviations
SECTION B - INTRODUCTION			
1.	About Company	5.	Requirement Details
2.	Definitions	6.	Participation Methodology.
3.	About RFP	7.	Pre-Qualification Criteria
4.	Objective	8.	Scope of Work
SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS			
1.	Project Timelines	4.	Scope involved during Contract period
2.	Payment Terms	5.	Subcontracting
3.	Penalties/Liquidated Damages	6.	Right to Audit
4.	Documents, Standard Operating Procedures and Manuals	7.	Security
SECTION D -BID PROCESS			
1.	Clarification to RFP & Pre-Bid queries	7.	Documentation
2.	Pre-Bid Meeting	8.	Cost & Currency
3.	Amendment to Bidding Document	9.	Erasures or Alterations
4.	Bid System Offer	10.	Assumptions/Presumptions/Modification
5.	Preparation of Bids	11.	Submission of Bid
6.	Earnest Money Deposit (EMD)/ Bank Guarantee in Lieu of EMD	12.	Bid Opening
SECTION E -SELECTION OF BIDDER			
1.	Preliminary Scrutiny	5.	Normalization of Bids
2.	Clarification of Offers	6.	Intimation to Qualified/Successful Bidders/Consultants
3.	Evaluation of Bids	7.	Selection of successful Bidder/Consultant
4.	Bidders Presentation /Site Visits / Product Demonstration/ POC		
SECTION F - OWNERSHIP & AWARDING OF CONTRACT			
1.	Bid Validity Period	8.	Fixed Price

2.	Proposal ownership	9.	Expenses
3.	Project ownership	10.	Performance Security
4.	Acceptance of offer	11.	Execution of Agreement
5.	Award of Contract	12.	Pricing and Payments
6.	Effective Date	13.	Order Cancellation/Termination of Contract
7.	Project Execution		

SECTION G - GENERAL CONDITIONS

1.	General Terms	15.	Data Processing
2.	Roles & Responsibility during project Implementation	16.	Amendments to Contract
3.	Responsibilities of the Selected Bidder	17.	Indemnity
4.	Inspection of Records	18.	Conflict of Interest
5.	Negligence	19.	Force majeure
6.	Assignment	20.	Responsibilities of the Bidder
7.	General conditions to contract	21.	Corrupt and Fraudulent Practices
8.	Publicity	22.	Amendments to the Purchase Order
9.	Intellectual Property Rights	23.	Amendments to the Agreement
10.	Confidentiality and Non-Disclosure	24.	Modification/Cancellation of RFP
11.	Exit Management Plan	25.	Resolution of disputes
12.	Business Continuity Plan	26.	Legal Disputes and Jurisdiction of the court
13.	Adherence to Regulatory Policies	27.	Bidder Conformity
14.	Protection of Data		

SECTION H - PURCHASE PREFERENCE

1.	Micro & Small Enterprises
2.	Startup
3.	Procurement through Local Suppliers (Make in India)

Annexures (To be submitted with Part A - Technical cum Eligibility)

1.	Bid Covering Letter
2.	Compliance to Pre-Qualification Criteria
3.	Bidder's Profile
4.	Bid Security Declaration

5.	Make in India Certificate
6.	Details of Proposed Team
7.	List of Major Customers of the bidder/ Consultant
8.	Office Details
9.	Compliance to Scope of Work
10.	Technical Evaluation Criteria
11.	Non-Disclosure Agreement
12.	Compliance Statement
13.	Undertaking Letter
14.	Escalation Matrix
15.	Masked Bill of Material
16.	Letter for EMD Return (If applicable)
17.	Financial Performance of Bidder
18.	Undertaking For Not Being NPA
Annexures (To be submitted with Part B - Commercial Bid)	
15.	Bill of Material

APPENDICES	
A.	Instructions to be noted while preparing/submitting Part A - Technical cum Eligibility
B.	Instruction to be noted while preparing/submitting Part B - Commercial Bid
C.	Authorization Letter Format
D.	Bank Guarantee Format for Earnest Money Deposit
E.	Proforma of Bank Guarantee for Contract Performance
F.	Contract Agreement

SECTION B - INTRODUCTION

1. About Company

- 1.1. The Indian Digital Payment Intelligence Corporation (IDPIC) is a new institutional entity incorporated as a not-for-profit Section 8 company under the Company Act 2013.
- 1.2. IDPIC serves as India's Central Fraud Intelligence Hub, fraud detection across the entire payment's ecosystem.

2. Definitions

- 2.1. 'Company' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'M/S Indian Digital Payment Intelligence Corporation', described in more detail in paragraph 1 above and which has invited bids under this RFP and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means Request for Proposal for Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation.
- 2.3. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.4. 'Services' means "Offering Consultancy services for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation" as per RFP terms.
- 2.5. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.6. 'Contract' means the agreement signed by successful Bidder and the Company at the conclusion of bidding process, wherever required.
- 2.7. 'Contract Price or TCO or Total Cost of Ownership' means the total Cost mentioned in the Purchase Order including GST issued by the Company.
- 2.8. 'Successful Bidder' / 'Selected Bidder' / 'H1 Bidder' means the Bidder who is found to be the highest scored Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP

3. About RFP:

- 3.1. Company intends to engage suitable Consultant for augmenting the business in liability segment with primary focus on Developing the Entire Business Model in Company.
- 3.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the consultant, unless a purchase order or notification of award is published by Company if any, as an end result of this RFP process. The provision of the consultancy is subject to compliance to selection process and appropriate documentation being agreed between the Company and selected Bidder as identified by the Company after completion of the selection process.

4. Objective

- 4.1. Company invites bids from reputed bidders to submit their response who fulfills the Pre-Qualification Criteria as per Annexure-2 and having experience in Consultancy services in BFSI sector may respond.
- 4.2. The objective of this RFP is to onboard Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation.

5. Requirement Details

- 5.1. Company invites proposal/offers ('Technical cum Eligibility' and 'Commercial Bid') from prospective Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation as per the terms & conditions, scope of work and described elsewhere in this document.

Sl. No.	Description of Activity	Duration
1	Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation	12 Weeks

- 5.2. The term of contract will be for a period of **12 Weeks**. If the services are found to be unsatisfactory, Company reserves the right to discontinue the Services.
- 5.3. The detailed implementation plan will be discussed and agreed by the Company with the selected Consultant, covering the scope of work and key deliverables as defined in this RFP. However, the selected Bidder have to comply with the timelines explained elsewhere in this document.

6. Participation methodology:

- 6.1. No Bidder shall submit more than one bid. If a Bidder submits or participates in more than one bid, all the bids submitted by the Bidder shall be disqualified.
- 6.2. In the following circumstances, the Company will have discretion to reject the Bid/response or accept the Bid/ response with conditions stipulated by Company.
 - a) Bid / Response submitted by holding company and its subsidiary
 - b) Bid / Response submitted by two or more companies having common Director/s
 - c) Bid / Responses submitted by two or more partnership firm/company / LLPs having common partners
 - d) Bid / Response submitted by two or more companies having the same group of promoters / management
 - e) Any other bid / response in the sole discretion of the Company is in the nature of multiple bids.
- 6.3. Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Company reserves the right to verify / evaluate the claims made by the Bidder/s independently.
- 6.4. The bid, correspondence and communication for the process would be in English only. No other languages, vernacular versions or translations /

transliterations are permitted. The bids which are not in English shall be rejected.

6.5. Bidding in Consortium is not permitted.

7. **Pre-Qualification Criteria**

7.1. Bidders meeting the Pre-Qualification Criteria as mentioned in **Annexure-2** of this RFP may respond.

7.2. Non-compliance to any of Pre-Qualification Criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for Pre-Qualification Criteria evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Pre-Qualification Criteria Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.

7.3. Company, reserves the right to verify/evaluate the claims made by the bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer.

8. **Scope of Work**

8.1. The Broad Scope of work shall include but not be limited as mentioned in **Annexure-9**. Bidder has to confirm compliance to the Scope of Work as mentioned in **Annexure-9**. The bidders are required to go through the complete RFP document thoroughly. The obligation/ responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

8.2. Company reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Consultancy Services during the process of on-boarding of vendor.

8.3. During the course of the project, there might be related areas, which Company would like the selected Bidder/Consultant to undertake which may not have envisaged earlier. Company reserves the right to pause the work at any point of time and use the services for partial delivery of select modules of the project.

8.4. **Project Completion and Management**

8.4.1. For smooth completion of project, the selected Bidder should identify one of its representatives at Mumbai as a single point of contact for the Company.

8.4.2. Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.

SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines

- 1.1 The Bidder should accept the Purchase Order within Seven (7) days from the date of issuance of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.
- 1.2 The selected Bidder should meet the deadlines for completion of the Scope of Work as per RFP terms and conditions.
- 1.3 The entire process for Entire Business Model of M/s Indian Digital Payment Intelligence Corporation within 12 Weeks from the date of acceptance of the PO. Process may be extended if any Company dependency arises.
- 1.4 The entire scope is classified in 3 phases with timelines for each phase defined in the table below for Deliverables: (The below contents are indicative only - The project deliverables, timelines, phases and the content to be modified based on requirements)

Sl. No.	Phases	Content	Project Timelines	Cumulative
1.	Phase-1	Structure & staffing design	3 Weeks from the date of acceptance of PO	3 Weeks
2.	Phase-2	Policies & manuals	5 Weeks from the date of completion of Phase-1	8 Weeks
3.	Phase-3	Operational setup	4 Weeks from the date of completion of Phase-2	12 Weeks

- 1.5 The selected Bidder should meet the deadlines for completion of the Scope of Work as per RFP terms and conditions.
- 1.6 Company reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 1.7 Any extension/modification of the completion date due to unforeseen delays shall be by mutual consent.
- 1.8 If the consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. The Company reserves its right to cancel the order in the event of delay and invoke the Performance security.
- 1.9 The bidder shall indicate the duration of all the activities in the form of a Gantt chart in conformity with stipulated time of completion of work. This Chart shall be discussed and finalized and shall form an integral part of the Contract and will also be linked with the payments proposed to be made.
- 1.10 Consultant must provide professional, objective and impartial advice at all times and hold the Company's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.11 If the Consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of

contract. The Company reserves its right to cancel the order in the event of delay and invoke the Bank Guarantee/Performance Security.

1.12 Company shall reserve the right to change the timelines in order to comply with regulatory guidelines without any additional cost.

1.13 Vendor has to work according to Company working days or as and when required.

2. Payment Terms

2.1. The payment schedule will be as under and will release after execution of contract agreement:

Sl. No.	Payment Stages	% Of Payment	Condition/ Remarks
1.	Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation	20% as per Annexure-15	After completion of Phase-1 as per Caluse-1.4 of Section-C and on submission of Invoice and Acceptance by the Company and on production of relevant documents and after deducting applicable penalties and Liquidated damages (if Any).
		30% as per Annexure-15	After completion of Phase-2 as per Caluse-1.4 of Section-C and on submission of Invoice and Acceptance by the Company and on production of relevant documents and after deducting applicable penalties and Liquidated damages (if Any).
		50% as per Annexure-15	After completion of Phase-3 as per Caluse-1.4 of Section-C and on submission of Invoice and Acceptance by the Company and on production of relevant documents and after deducting applicable penalties and Liquidated damages (if Any).

2.2. No special pay, allowance or freight expenses will be paid by the Company except fees to the consultant. The consultant shall bear all the expenses.

2.3. No additional expenses, whatsoever, would be paid over and above than that prescribed above (except otherwise agreed by the Company). The bills will be submitted to the Company and payment thereof shall be made directly to the corporate account of the consultant.

2.4. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by consultant alone.

2.5. Company will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One paymentCopy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Company officials should be submitted while claiming payment in respect of orders placed.

- 2.6. The Company shall finalize the Sign-off and Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same while claiming payment.
- 2.7. Company will not pay any amount in advance unless otherwise specified in this RFP.
- 2.8. Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 2.9. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any, by Head Office at Mumbai and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

3. Penalties & Liquidated damages

- 3.1. **Penalties/Liquidated damages for delay in completion as per the time lines scheduled would be as under:**
 - 3.1.1. Non-compliance of the Phase wise timelines mentioned in clause 1.4 of Section-C will result in imposing penalty of 0.50% of the total cost as per Annexure-15 on delay in implementation per week or part thereof by the Company for each Phase.
 - 3.1.2. However, the total Penalty/LD to be recovered shall be restricted to 5% of total cost mentioned in Annexure 15.
- 3.2. **Penalties/Liquidated Damages for non-performance:** If the selected bidder does not meet the specifications/terms of the RFP during various tests/stages, the selected bidder shall rectify the same at bidders cost to comply with the specifications/terms of the RFP immediately to ensure the committed terms, failing which the Company reserves its right to withhold the payment, impose penalty and invoke the Bank Guarantee/ nullify the contract/ Performance Security.
- 3.3. The selected bidder shall perform its obligations under the agreement entered into with the Company, in a professional manner.
- 3.4. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Company has to take corrective actions, to ensure functionality of its property, the Company reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 3.5. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Company reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated Damage for non-performance.
- 3.6. Any financial loss to the Company on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Company's reputation and goodwill.
- 3.7. Company may impose penalty to the extent of damage to its any equipment or fine imposed by any regulatory bodies, if the damage was due to the actions attributable to the staff of the selected bidder.

- 3.8. The liquidated damages shall be deducted/ recovered by the Company from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Performance Security or otherwise from the selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Company's right to levy any other penalty where provided for under the contract.
- 3.9. All the above LDs are independent of each other and are applicable separately and concurrently.
- 3.10. LD is not applicable for the reasons attributable to the Company and Force Majeure.

4. Documents, Standard Operating Procedures and Manuals

All related documents, Valuation reports, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the Bidder shall become the property of the Company.

5. Scope involved during Contract period

- 5.1. The Broad Scope of work shall include but not be limited as mentioned in Annexure-9. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-9. The Bidders are required to go through the complete RFP document thoroughly. The obligation/ responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
- 5.2. During the course of the project, there might be related areas which Company would like the selected Bidder to undertake which may not have envisaged earlier. Company reserves the right to pause the work at any point of time and use the services for partial delivery of select modules of the Solution.

6. Subcontracting

- 6.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the COMPANY.
- 6.2. Notwithstanding the above or any written consent granted by the Company for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

7. Right to Audit

- 7.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system

and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

- 7.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 7.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

8. Security

- 8.1. The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- 8.2. The selected bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- 8.3. The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Company.

SECTION D - BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

- 1.1. The Bidder should carefully examine and understand the scope of work, specifications, terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per the below mentioned format.

Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query
1					
2					
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- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to M/S Indian Digital Payment Intelligence Corporation, Canara Bank Building, A Wing, Bandra Kurla Complex, Mumbai, 400051 in email to idpic@idpic.in by the intending Bidders as per the bid schedule.
- 1.3. No queries will be entertained from the Bidders after the due date and time mentioned in the RFP document.
- 1.4. No oral or individual consultation will be entertained.

2. Pre-Bid meeting

- 2.1. A pre-bid meeting of the intending Bidders will be held on the date & time and at the venue specified in the RFP document to clarify any point/doubt raised by them in respect of this tender. No separate communication will be sent for this meeting.
- 2.2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested Bidders shall be present during the scheduled time. In this connection, Company will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.
- 2.3. Company has the discretion to consider any other queries raised by the Bidder's representative during the pre-bid meeting.
- 2.4. Company will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 2.5. The Company will consolidate all the queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Company's website <https://www.idpic.in/>. No individual correspondence shall be made. The clarification of the Company in response to the queries raised by the bidder/s, and any other clarification/ amendments/ corrigendum

furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

- 2.6. Non reply to any of the queries raised by the Bidders during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Company.

3. Amendment to Bidding Document

- 3.1. At any time prior to deadline for submission of Bids, the Company, for any reason, whether, at its own initiative or in response to a clarification requested by prospective Bidder, may modify the bidding document, by amendment.
- 3.2. Notification of amendments will be made available on the Company's website only <https://www.idpic.in/> and will be binding on all Bidders and no separate communication will be issued in this regard.
- 3.3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Company, at its discretion, may extend the deadline for a reasonable period as decided by the Company for submission of Bids.

4. Bid System Offer

This is two bid system which has following 2 (Two) parts:

- 4.1. **Part A-Technical cum Eligibility Proposal:** Indicating the response to the Pre-Qualification Criteria, Scope of Work, Technical Evaluation Criteria and other terms & conditions for Developing the Entire Business Model.
- 4.2. **Part B-Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per **Annexure-15**.

5. Preparation of Bids

5.1. Part A-Technical Proposal

- 5.1.1. Before submitting the bid, the bidders should ensure that they confirm to the Pre-Qualification criteria as stated in Annexure-2 and Technical Evaluation Criteria as per Annexure-10 of this RFP. Only after satisfying themselves of the Pre-Qualification criteria and Technical Evaluation Criteria, the Offer should be submitted.
- 5.1.2. Technical Proposal should be submitted as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 5.1.3. It is mandatory to provide the compliance to Scope of Work in the exact format of Annexure-9.
- 5.1.4. The offer may not be evaluated and may be rejected by the Company without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 5.1.5. If any part of the technical/functional requirements offered by the bidder is different from the technical/functional requirements sought in the RFP, the bidder has to substantiate the same in detail the

reason of their quoting a different technical/ functional requirement than what is sought for, like better feature or non-availability/ feasibility of the technical/functional requirements quoted by Company, invariably to process the technical offer.

- 5.1.6. The Company shall not allow / permit changes in the technical/functional requirements once it is submitted.
- 5.1.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-A. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 5.1.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
 - 5.1.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
 - 5.1.8.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

5.2. Part B -Commercial Bid

- 5.2.1. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-15. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 5.2.2. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 5.2.3. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 5.2.4. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 5.2.5. The bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Company in Annexure-15.

6. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD:

- 6.1. The Bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the RFP document by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of M/S Indian Digital Payment Intelligence Corporation, payable at Mumbai.

- 6.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the bid offer validity with additional claim period of 3 months from the last date for submission of offer. Company at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-E.
- 6.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of M/S Indian Digital Payment Intelligence Corporation shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-E**. Any Bank Guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
- Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.
- 6.4. Non submission of EMD with Technical Proposal leads to rejection of Bid.
- 6.5. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Proposals of the Bidders qualified under Technical Proposal. The EMD of Technically Qualified Bidders except the selected Bidder will be returned within 30 days after opening the Commercial Proposals of the Bidders qualified under Technical Proposal. The EMD of the selected Bidder will be returned within 15 days after submission of Performance Security.
- 6.6. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 6.6.1. If the Bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 6.6.2. If the selected Bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

7. Documentation

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the Company. The Company is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

8. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-15**).

9. Erasures or Alterations

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Company may treat such Offers as not adhering to the RFP guidelines and as unacceptable.

10. Assumptions/Presumptions/Modifications

The Company would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Company and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

11. Submission of Bids

- 11.1. The sealed envelope containing the response to RFP along with the required documents shall be super scribed on the top of the envelope "**Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation**" in response to RFP 01/2026-27 dated 07/04/2026" The Name and address of the bidder should also be specifically mentioned on the top of the sealed envelope. The RFP response should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned in Bid Schedule
- 11.2. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 11.3. Bids sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.
- 11.4. If envelope containing bid documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- 11.5. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official
M/S Indian Digital Payment Intelligence Corporation, Canara Bank Building, 8th Floor A Wing, Bandra Kurla Complex Mumbai 400051 Phone No: 022-26728513 Email Id: jdpic@idpic.in

- 11.6. The Name and address of the Bidder/Consultant, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing physical documents.

12. Bid Opening:

- 12.1. RFP will be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per RFP document.
- 12.2. Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Appendix-C) enclosed.

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

- 12.3. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.
- 12.4. The Bidders may note that no further notice will be given in this regard. Further, in case the Company does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bids will be accepted on the next working day.
- 12.5. The following details will be announced at the time of bid opening.
 - 12.5.1. Name of the Bidders.
 - 12.5.2. Presence or absence of EMD.
 - 12.5.3. Such other details as the Company at its discretion may consider appropriate.
- 12.6. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the Company at its discretion will proceed further with opening of the Part A - Technical Proposal in their absence.

SECTION E - SELECTION OF BIDDER

1. Preliminary Scrutiny

- 1.1. The Company will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 1.2. Prior to detailed evaluation, the Company will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical requirements and bidding document is submitted without any deviations.

2. Clarification of Offers

- 2.1. During the process of scrutiny, evaluation and comparison of offers, the Company may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the Company and submit the relevant proof/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Company.
- 2.2. The Company may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Company's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Company reserves the right for such waivers.

3. Evaluation of Bids

- 3.1. The Company will evaluate the bids submitted by the bidders under this RFP. The bids will be evaluated by a committee of officers of the Company. If warranted, the Company may engage the services of Comprehensive consultants for evaluation of the bids. It is Company's discretion to decide at the relevant point of time.
- 3.2. **Part A - Technical Proposal:**
 - 3.2.1. The technical proposals submitted by the bidders will be evaluated based on the documents submitted as per **Appendix-A**. Company will seek clarifications, if required.
 - 3.2.2. Company will evaluate the responses provided by the bidders for compliance to Scope of Work, Technical and Functional Requirements, Technical evaluation criteria and other terms & conditions as stipulated in the RFP.
 - 3.2.3. The bidders should score minimum 60% marks in Technical evaluation criteria (Annexure-10) to qualify under Technical Proposal evaluation.
 - 3.2.4. The Part B - Commercial Proposal of only those bidders who qualified in **Part A - Technical Proposal** will be opened by the Company.

3.3. Technical Evaluation of Bidders:

- 3.3.1. Bidders will be evaluated technically on the basis of marks obtained in Technical evaluation criteria as mentioned in Annexure-10.
- 3.3.2. The Technical offer submitted by the Bidders shall be evaluated as per various components mentioned:
 - a. Past experience
 - b. Credentials
 - c. Bidder presentation
 - d. Approach methodology & plan
- 3.3.3. Presentation will be an important input to understand quality of the Bidder's capability and experience and other details furnished by the Bidder.
- 3.3.4. Bidder should secure minimum 60% marks under Technical cum Eligibility evaluation to become qualified for opening of Part B - Commercial Bid.

3.4. Part B - Commercial Bid:

The Part B - Commercial Proposals of only those bidders who qualified in **Part A - Technical Proposal** will be opened by the Company. The **Part B - Commercial Bid** submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder.

3.5. Techno Commercial Evaluation process:

- 3.5.1. The Techno-Commercial evaluation process will consist of two stages:
 - 3.5.1.1. Technical Evaluation
 - 3.5.1.2. Commercial Evaluation
- 3.5.2. The evaluation process aims to find out the best fit (based on technical and commercial evaluation) of Bidder/Consultant and can be summarized in the following points.
- 3.5.3. The technical proposal evaluation shall be performed first to identify the list of Bidder as per **clause 3.2.3**.
- 3.5.4. The Bidder scoring less than 60% marks in Technical evaluation criteria (**Annexure-10**) will not be considered for the selection process and their Commercial Bids will not be opened.
- 3.5.5. Each qualified Bidder in Technical Evaluation (i.e., Bidder, who obtain 60% or more marks in Technical evaluation criteria (**Annexure-10**)) shall be assigned a Total Technical score awarded to the Technical Score (T).
- 3.5.6. The Commercial bids of only those bidders, who have been assigned with a Technical Score (T) after technical proposal evaluation, would be opened.

- 3.5.7. The bidders should submit the commercial bill of material covering cost for each Services (for each line item) and total cost for the Company as per Bill of Material (**Annexure-15**).
- 3.5.8. The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 70:30 respectively.
- 3.5.9. After completion of Commercial Bid evaluation. The Commercial Bid will comprise of the Total Cost for Company and break-up of their final price as per **Annexure-15**.
- 3.5.10. The final selection of the bidder will be based on the QCBS (Quality and Cost Based Selection). Weightage for Technical Score and Commercial is explained in 3.5.8.
- 3.5.11. Sample evaluation process is shown below:

Technical Scores:

<u>QCBS Calculation*</u>	
Formula	[$X_t.(T/T_{high}*100) + X_f.(C_{low}/C*100)$]
T	Total Technical score awarded to the Service provider
T _{high}	Highest Technical score achieved for the Bid
C	Price Offered by Bidders
C _{low}	The lowest of all Price offered (L1 Price)
X _t	Weightage for technical evaluation
X _f	Weightage for financial evaluation

Selected Bidder for the Company = H1 (Max of Scores of Bidder 1, 2 ,3 etc.,)

4. Bidders Presentation/Site Visits/Product Demonstration/POC(If required)

- 4.1. The Company reserves the right to call for a presentation on the features and functionalities as a Part of Technical Proposal evaluation.
- 4.2. Bidders/Consultants are further required to be in preparedness to demonstrate the proposed solution/services by arranging for service delivery walk-through at their own installations/principals/ R&D labs duly meeting the specific requirements/issues raised by the Company. As a part of the technical evaluation the Company may at its discretion, request either all Bidders/Consultants or any of them to arrange for the demonstration of their solution/services more than once if felt necessary before.
- 4.3. Setting of evaluation criteria for demonstrations shall be entirely at the discretion of the Company. The decision of Company in this regard shall be final and, in this regard, no correspondence shall be entertained.
- 4.4. Bidder has to complete the Proof of Concept (POC) of the proposed Solution/Services within the time limit which is defined by Company.
- 4.5. All expenses incurred in connection with the above shall be borne by the Bidder. However, Company will bear the travelling, boarding and lodging expenses related to its own personnel and its consultants, if any.

- 4.6. The presentation/document shared during the presentation/POC shall form the integral part of the offer made by the Bidder and features mentioned therein should be delivered as part of the offer by the Bidder at no extra cost to Company, irrespective of the fact that such features are explicitly mentioned in the Bid or not.

5. Normalization of Bids

- 5.1. The Company may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Company feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Company may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Company in the following manner;

- 5.1.1. Incremental bid submission in part of the requested clarification by the Company

OR

- 5.1.2. Revised submissions of the entire bid in the whole

- 5.2. The Company can repeat this normalization process at every stage of bid submission till Company is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Company during this process.

- 5.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

6. Intimation to Qualified/Successful Bidders/Consultants:

The Company will prepare a list of qualified Bidders at each stage on the basis of evaluation of Part A - Technical cum Eligibility Proposal and Part B - Commercial Bid. The names of qualified Bidders/Consultants at each stage would be notified. Commercial Bids of only technical qualified Bidders/Consultants shall be opened. Final list of the Bidders (H1, H2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder..

7. Selection of successful Bidder/Consultant

- 7.1. The H1 (highest Score) bidder will be determined on the basis of the final scores as described under Techno-Commercial evaluation process.

- 7.2. However, the Company does not bind itself to accept the highest scored bidder or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

- 7.3. The Company reserves the right to re-tender without assigning any reasons whatsoever. The Company shall not incur any liability to the affected bidder(s) on account of such rejection. Company shall not be obliged to inform the affected bidder(s) of the grounds for the Company's rejection

- 7.4. The Company reserves the right to modify any terms, conditions and specifications of the RFP and Company reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Company reserves the right to accept any bid in whole or in part.
- 7.5. The Bidder/Consultant who is H1(highest score) will be referred as the selected Bidder/Consultant / successful Bidder.

SECTION F - OWNERSHIP & AWARDING OF CONTRACT

1. Bid Validity Period

The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Company.

2. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Company. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

3. Project Ownership

3.1. If the bidder is offering solutions/ products/ Service from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership which are relevant to this RFP.

3.2. Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.

4. Acceptance of Offer

4.1. The Company reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

4.2. The Company will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

4.3. The bids received and accepted will be evaluated by the Company to ascertain the H1(highest Score) bidder in the interest of the Company. However, the Company does not bind itself to accept the H1 Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Company reserves the right to re-tender the RFP with or without modifications. Company shall not be obliged to inform the affected bidder(s) of the grounds for the Company's rejection.

4.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Company may elect to modify/withdraw the tender.

5. Award of Contract

- 5.1. The bidder who is H1 (highest score) as per calculation QCBS 3.5.11 of 'Section E' sheet will be referred as the selected bidder and it will be display in the Notice Board of the Company.
- 5.2. The contract shall, be awarded and the order shall be placed on selected H1 Bidder. Company may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 5.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 5.4. Company reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 5.5. The Shortlisted bidder/s will be required to provide the service to the Company at the rates not higher than the agreed rate finalized under this RFP.
- 5.6. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Company.

6. Effective Date

- 6.1. The effective date shall be date of acceptance of the order by the selected bidder/consultant. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order.
- 6.2. Failure to accept the order within **seven days** from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Company.

7. Project Execution

The entire project needs to be completed expeditiously. The Company and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Mumbai. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Company as per format, which will be made available to the selected bidder.

8. Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract and as per the RFP terms & Conditions.

9. Expenses

It may be noted that Company will not pay any amount/ expenses/ charges/ fees/ traveling expenses/boarding expenses/lodging/ expenses/conveyance expenses / out of pocket expenses other than the "Agreed Professional/Consultancy Fee".

10. Performance Security

- 10.1.** The successful bidder should submit a Performance Security equivalent to 5% of the Total Cost of Ownership (TCO) within 30 days from the date of acceptance of the Purchase Order with the validity period of 5 month from the acceptance of PO and shall be retained till the completion of Contract period. The guarantee should also contain an additional claim period of 2 months from the last date of validity.
- 10.2.** If the Performance Security is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee/Performance Security. The total penalty under this clause shall be restricted to 2.5% of the TCO.
- 10.3.** The selected bidder shall be responsible for extending the validity date and claim period of the Bank Guarantee as and when it is due, on account of incompleteness of the project and contract period.
- 10.4.** Performance Security Deposit should be submitted by way of Insurance Surety Bond, DD drawn on M/S Indian Digital Payment Intelligence Corporation payable at Mumbai, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form safeguarding the Company's interest in all aspects.
- 10.5.** The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of M/S Indian Digital Payment Intelligence Corporation shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-D. Any Bank Guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 10.6.** The security deposit / Bank Guarantee will be returned to the bidder on completion of Contract Period.
- 10.7.** The Company shall invoke the Bank Guarantee before the expiry of claim period, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. In such case Company reserves the right to invoke the Bank Guarantee /Security Deposit at its entirety and not based on proportion. The Company shall notify the selected bidder in writing before invoking the Bank guarantee/Performance Security.

11. Execution of Agreement

- 11.1.** Within 14 days from the date of acceptance of the Purchase Order/LOI, the selected bidder shall sign a stamped "Agreement" with the Company at Mumbai as per the format provided by the Company. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Company and also rejection of the selected Bidder.
- 11.2.** The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Company receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

11.3. The Pre-Contract Integrity Pact Agreement submitted by the Bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

12. Pricing & Payments

12.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.

12.2. From the date of placing the order till the delivery of the Services, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Company.

13. Order Cancellation/Termination of Contract

13.1. The Company reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.

13.2. The Company reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Company in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

13.2.1. Delay in delivery beyond the specified period for delivery.

13.2.2. Serious discrepancies noted in the items delivered.

13.2.3. Breaches in the terms and conditions of the Order.

13.2.4. Non submission of acceptance of order within 7 days of order

13.2.5. Excessive delay in execution of order placed by the Company

13.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.

13.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.

13.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

13.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.

13.2.10. If deductions on account of liquidated Damages exceeds more than 5% of the total contract price.

13.3. Company shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.

13.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Company reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.

- 13.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Company reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Company may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the Company within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 13.6. The bidder shall not approach the service provider/ colocation service provider with the intention of seeking monetary or non-monetary consideration in exchange for acting or promising to act in favor of the service provider/colocation service provider & shall not solicit, request or accept any form of payment commission or remuneration from the service provider/colocation service provider. The Company reserve the rights to cancel the order in case of any complaint received by Company. Further Bidder is liable to be blacklisted and refrained from bidding and no payment will be due to the bidder.
- 13.7. The Company reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 13.8. In addition to the cancellation of purchase order, the Company reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 13.9. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 13.10. The Company shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Company or its designee to ensure smooth handover and transitioning of the Company's deliverables.

SECTION G - GENERAL CONDITIONS

1. General Terms

Normally, the Order will be placed on the selected Bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the Bidder to the Company immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Company. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Company and the decision of the Company shall be final.

2. Roles & Responsibility during Project Implementation

- 2.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during contract period shall be provided by the selected Bidder at no extra cost to the Company for completing the scope of work as per this RFP.
- 2.2. The selected bidder shall take all steps to ensure safety of bidder's and the Company's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- 2.3. In case of any damage of Company's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

3. Responsibilities of the Selected Bidder

- 3.1. The Selected bidder has to inform change in the management of the company, if any, to the Company within 30 days from the date of such change during the contract period.
- 3.2. The Company will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.
- 3.3. The selected bidder shall submit updated Escalation Matrix for the product/services during contract period.
- 3.4. For smooth completion of project, the selected bidder should identify one or two of its representatives at Mumbai as a single point of contact for the Company.

4. Inspection of Records

Company at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Company under this RFP and the selected bidder shall extend all cooperation in this regard.

5. Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Company, in such eventuality, the Company may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Company shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Company may sustain in this behalf. Thereafter, the Company may make good the failure at the risk and cost of the selected bidder.

6. Assignment

6.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the Company's prior written consent.

6.2. If the Company undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

7. General conditions to contract:

7.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Company.

7.2. The VENDOR/ SERVICE PROVIDER shall adhere to regulatory guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the Company's and its customer's data and report same to the Company, Vendor/Service Provider shall be liable to Company for any event for security breach and leakage of data/information

7.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.

7.4. No forbearance, indulgence, relaxation or inaction by any Party [Company or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.

7.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.

7.6. All remedies of either Company or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.

- 7.7. If any provision of Contract or the application thereof to any person or Party [Company/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [Company and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 7.8. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [Company and VENDOR/ SERVICE PROVIDER] and neither Party [Company nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 7.9. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [Company and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 7.10. Contract shall be executed in English language in 1 (one) original, the Company receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.
- 7.11. The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.
- 7.12. The Vendor/Service Provider shall be liable for any loss caused to the Company due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Company in any manner whatsoever to the extent of such acts and/ or transactions.
- 7.13. Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.
- 7.14. The Schedules and Annexures attached to this Agreement shall form and read as an integral part of this agreement and this agreement, the schedule, instruments, undertakings or otherwise executed presently or in future, herein contemplated to be entered into among, by or with the Parties hereto constitute the entire Agreement between the Parties

8. Publicity

Any publicity by the selected bidder in which the name of the Company/Subsidiary is to be used will be done only with the explicit written permission of the Company.

9. Intellectual Property Rights

9.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the COMPANY shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.

9.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

9.2.1. Procure for Company the right to continue to use such deliverables.

9.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or

9.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse Company for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by Company for procuring equivalent equipment in addition to the penalties levied by Company. However, Company shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the Company to use the proposed solution.

9.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

9.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of Company are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

10. Confidentiality and Non-Disclosure

- 10.1. The selected bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. The selected bidder shall suitably defend, indemnify Company for any loss/damage suffered by Company on account of and to the extent of any disclosure of the confidential information. The selected bidder shall furnish an undertaking as given in **Annexure-11**.
- 10.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Company/Subsidiary, by photographic, electronic or other means.

11. Exit Management Plan:

- 11.1. Successful Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Company.
- 11.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Company.
- 11.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
 - 11.3.1. A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
 - 11.3.2. Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by IDPIC.
 - 11.3.3. Plans for training of the Replacement Service Provider/IDPIC staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by IDPIC. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider. This transition process shall be managed to ensure minimal disruption to the Company's operations and continuity of services.
- 11.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support

products (software/ hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.

- 11.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by IDPIC.
- 11.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Company before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Company.
- 11.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by IDPIC and communicated to Vendor/Service Provider.
- 11.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to IDPIC.
- 11.10. Vendor/Service Provider needs to comply with Company requirements and any statutory or regulatory guidelines during the reverse transition period.
- 11.11. The vendor/service provider shall fully cooperate with relevant authorities in the event of the Company's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.

12. Business Continuity Plan:

- 12.1. The service provider/vendor/ Bidder shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Company and to ensure the agreed upon service level.
- 12.2. The service provider/vendor/ Bidder shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Company may consider joint testing and recovery exercise with the Service provider/vendor.

13. Adherence to Regulatory Policies:

- 13.1. BIDDER/VENDOR/ SERVICE PROVIDER shall comply with Company's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.
- 13.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the Bidder/vendor/Service Provider shall immediately report such incident to the Company.

14. Protection of Data:

- 14.1.** Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Company data occurs as a result of Vendor/Service provider's failure to perform its responsibilities in the RFP / PO/Agreement, Vendor/Service Provider will at Company's request correct or cause to be corrected any loss or damage to Company data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.
- 14.2.** Where the terms of the RFP/PO/Agreement require any data to be maintained by the Company, the Company agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Company data. If any data to be shared between the Company and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at Mumbai. If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Company before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the Company's and its customer's data and report same to the Company. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to Company for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Organsiation as and when required by the Company.
- 14.3.** Data privacy and security of the customer's personal information shared by the Company shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement.
- 14.4.** Vendor/Service Provider shall ensure compliance with all applicable law in relation to the services under this agreement and any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the agreement.
- 14.5.** Vendor/Service Provider shall comply with all Data Protection Laws applicable in relation to the services under this agreement and shall ensure that any data provided by the Party under this Agreement is treated as confidential.
- 14.6.** For the Purpose of this clause, "Data Protection Laws" means all directives, statutes, regulations, orders, decrees, decisions, or any other like legal instrument (whether enacted in India or any other relevant jurisdiction) which pertain to the protection of privacy and confidentiality of Personal Data including Digital Personal Data Protection Act, 2023, Information Technology

Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time

- 14.7. The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Company. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Company and the Service provider. For this purpose “Applicable Law” means all the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.

15. Data Processing

- 15.1. Vendor/Service Provider shall comply with the Data Processing Terms and Conditions as furnished in Annexure-I and any other data protection laws applicable to the Services, which shall form part and parcel of this agreement.
- 15.2. Once the provisions of the Digital Data Protection Act, 2023 are notified, Vendor/service Provider shall be required to execute an addendum to this agreement that complies with the legal provisions envisaged under the Digital Data Protection Act, 2023 and rules framed thereunder

16. Amendments to Contract:

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

17. Indemnity

- 17.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Company indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Company arising out of:
- 17.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 17.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 17.1.3. Fines, penalties, or punitive damages levied on Company resulting from supervisory actions due to breach, default or non-performance of

undertakings, warranties, covenants, or obligations by the Vendor/Service Provider

- 17.2. Vendor/Service Provider shall be liable for any loss caused to the Company due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Company in any manner whatsoever to the extent of such acts and/ or transactions.
- 17.3. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Company against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.
- 17.3.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 17.3.2. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 17.3.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Organisation be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 17.4. The limits specified in above clause shall not apply to claims made by the Company/third parties in case of infringement of Intellectual property rights or confidential information, fraud or gross negligence or wilful misconduct or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be actual claims.

18. Conflict of Interest:

- 18.1. BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- 18.2. BIDDER/VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Company in writing of such conflict.
- 18.3. BIDDER/VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this

Agreement, then the Company may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

19. Force Majeure

- 19.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 19.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 19.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the Company in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the Company, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 19.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Company and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Company shall be final and binding on the VENDOR/ SERVICE PROVIDER.

20. Responsibilities of the Bidder

By submitting a signed bid/response to this RFP the Bidder certifies that:

- 20.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 20.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 20.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 20.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with DIPIC. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 20.5. The Bidder represents and acknowledges to the Company that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the requirement of the solution proposed by

the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Company, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Company. The Bidder also acknowledges that the Company relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Company expects the Bidder to fulfill all the terms and conditions of this RFP.

20.6. The selected bidder should abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services.

20.7. The selected bidder should also abide by the provisions of Digital Personal Data Protection Act.

21. Corrupt and Fraudulent Practices

21.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.

21.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Company.

22. Amendments to the Purchase Order

Once purchase order is accepted by the selected bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

23. Amendments to the Agreement

Once agreement is executed with the selected bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

24. Modification/Cancellation of RFP

The Company reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The Company shall not incur any liability to the affected bidder(s) on account of such rejection. Company shall not be obliged to inform the affected bidder(s) of the grounds for the Company's rejection/cancellation.

25. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the

specific disputes. In the event of parties failing to consent upon a single arbitrator then BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Mumbai, India, which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

26. Legal Disputes and Jurisdiction of the court

26.1. The Company Clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

26.2. All disputes and controversies between Company and selected bidder shall be subject to the exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

27. Bidder Conformity

27.1. Bidder should ensure that, it is complying with applicable guidelines issued by RBI on outsourcing of IT services vide master direction note no: RBI/2023_24/102DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.

27.2. Bidder should ensure to adhere applicable regulatory guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the Company's and its customer's data and report same to the Company, Vendor will be liable to Company for any event for security breach and leakage of data/information.

27.3. Bidder should ensure that, it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.

SECTION H- PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups, Women, SC/ST and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. The terms and conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

- 1.1. From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society . The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.
- 1.2. Under the amended Public Procurement Policy for MSEs, Order 2012, the Central Government Ministries/ Departments/ Public Sector Undertakings shall procure a minimum of 25 per cent of their annual value of goods or services from MSEs. (In accordance with General Financial Rules, 2017, Rule 153-(ii)).
- 1.3. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. MSEs would be treated as owned by SC/ ST or Women entrepreneurs:
 - 1.3.1. In the case of proprietary MSE, proprietor(s) are SC /ST or Woman;
 - 1.3.2. In the case of partnership MSE, the SC/ ST or Women partners hold at least 51% (fifty-one per cent) shares in the unit;
 - 1.3.3. In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% (fifty-one per cent) share.
- 1.4. It is mandatory to disclose the status as SC/ST/Women for in Udyam Registration.
- 1.5. The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/ PSUs.
- 1.6. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.6.1. District Industries Centres or
 - 1.6.2. Khadi Village Industries Commission or
 - 1.6.3. Khadi & Village Industries Board or
 - 1.6.4. Coir Board or National Small Industries Company or
 - 1.6.5. Directorate of Handicrafts & Handloom or
 - 1.6.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.6.7. Udyam Registration Certificate
- 1.7. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.8. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security

before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Organization as per Annexure-4.

1.9. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

1.10. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Start-up:

2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.

2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.

2.3. Relaxation to Startups: As per manual of procurement, the Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by Department for Industry & Internal Trade (DPIIT), subject to meeting of quality & technical specifications. Startups may be MSMEs or otherwise. The decision of the Procuring Entity in this regard shall be final

2.4. Startups are exempted from submission of EMDs.

2.5. For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/firm) and notary public with legible stamp.

2.6. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Organization as per Annexure-4.

3. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

3.1. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- 3.2. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.3. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.4. “Non-Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.5. The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.
- 3.6. The margin of Purchase preference shall be 20%.
- 3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- 3.8. The ‘Class -I Local supplier’/‘Class -II Local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class -I Local supplier’/‘Class-II Local supplier’ as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 3.9. In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I Local supplier’/‘Class -II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 3.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 3.12. The Bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- 3.13. Organization has the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

Annexure-1
Bid Covering Letter

[On Firm's / Company's letter head]

Reference No:

Date:

To,
M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building
A Wing, Bandra Kurla Complex
Mumbai
400051

Dear Sir,

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

We have examined the above-mentioned RFP document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Company and we, the undersigned, offer for subject items are in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the specified scope as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD as per RFP in favour of Company as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 180 days from the date of Commercial Bid opening and for such further period as mutually agreed between the Company and selected Bidder, and agreed to in writing by the selected Bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee/Performance Security in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the contract.

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Company is not bound to accept the lowest or any offer the Company may receive without assigning any reason whatsoever.

We hereby unconditionally accept that Company can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of Bidders.

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Company.

All the details mentioned by us are true and correct and if Company observes any misrepresentation of facts on any matter at any stage, Company has the absolute right to reject the proposal and disqualify us from the selection process. Company reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Company will have the right to disqualify us in case of any such deviations.

Date:

Signature with seal
Name:
Designation:

Annexure-2
Pre-Qualification Criteria

[On Firm's / Company's letter head]

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any and furnish the following information relating to Pre-Qualification Criteria.

Sl. No.	Pre-Qualification Criteria	Documents to be submitted In compliance with Pre-Qualification Criteria	Bidders Response
1.	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2024.	Certificate of local content to be submitted as per Annexure-5.	
2.	<p>The Company operating should be legally compliant company and can be:</p> <p>a. A partnership firm or a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008.</p> <p style="text-align: center;">(OR)</p> <p>b. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.</p>	<p>Copy of Certificate of LLP registration.</p> <p style="text-align: center;">(OR)</p> <p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p> <p style="text-align: center;">(OR)</p> <p>Copy of Certificate of registration under and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p>	
3.	<p>The bidder should submit a declaration</p> <p>a. If not a group of company, Bidder Company is not owned or controlled by any Director, or Key managerial personnel of the Company or their relatives</p>	Letter of Undertaking in company's letter head has to submit in this effect.	

	(or) b. If not a group of company, Bidder Company is owned or controlled by any Director, or Key managerial personnel of the Company or their relatives		
4.	The Bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company connected to bidder directly or indirectly has not participated in the bid process.	The bidder should submit letter of confirmation on the Company's letter head to this effect.	
5.	Bidders should not be under debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of this RFP.	The Bidder should submit self-declaration on the Company's letter head to this effect.	
6.	The bidder should have an average annual turnover of Rs. 80 Lakhs during last 3 financial years (i.e., 2022-23 & 2023-24, 2024-25) from consultancy services in India. This must be the individual company turnover and not of any group of companies.	Bidder should submit Audited Balance Sheet copies for last 3 financial years i.e., 2022-23 & 2023-24, 2024-25 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
7.	The Net Worth of bidder should not be negative as on 31/03/2025 and also should have not been eroded more than 30% in the last three financial years ending on 31/03/2025.	The bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
8.	The bidder should have experience in Developing the Business Model in at least one Schedule Commercial Bank/ NBFCs/ FIs in India/International Companies in past 5 years as on the RFP date.	The bidder has to provide relevant purchase order/ work order / engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization/Email reference from the client clearly specifying the scope /nature of consultancy provided. <i>Kindly note that that Client's</i>	

		<i>Email should be from their official Email IDs only, containing their name, designation & Contact numbers.</i>	
9.	The firm should have a pool of at least 50 professionals with Minimum experience of 3 years or more in consultancy for development of the Business Mode.	Signed letter from HR head stating the profile, experience and confirming that the employee/s are on the payroll of the bidder.	
10.	The Bidder should have in depth knowledge of Statutory and Regulatory guidelines of Reserve Bank of India/ Any other regulatory body pertaining to Digital Payments or similar Company's.	A suitable undertaking/ or certificate/ declaration by Bidder.	
11.	Authorization Certificate - Whether the Bid is authenticated by authorized person.	Bidder to submit a copy of the Board Resolution and the Notarized Power of attorney /Letter of authority if authority is sub delegated as mentioned in Board Resolution and KYC documents evidencing the authority delegated to the authorized signatory.	
12.	The Bidder and Bidder's parent company (applicable if both are different) should not have been declared Non-Performing Asset (NPA), defaulter in repayment of instalments by any BFSI organization and not undergoing Corporate Insolvency Resolution Process (CIRP), liquidation, or Bankruptcy proceedings as on date of submission of the tender, otherwise the bid will not be considered.	Self-Declaration letter signed by Authorized Signatory to be submitted as per Annexure-18 Note: In case, the bidder is having any parent company, then both the Bidder and the Bidder's parent company to submit separate Annexure-18. Otherwise, Bidder alone has to submit Annexure-18.	
13.	Bidder should declare that they are complying with all the regulatory and statutory guidelines issued by the government authorities/RBI from time to time related to the scope of the RFP	Self-Declaration letter by Bidder authorized signatory	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence / certificates confirming compliance to Pre-Qualification Criteria should be part of the RFP.

Date:

Place:

Signature with seal

Name:

Designation:

Annexure-3
Bidder's Profile

(Bidder's Profile has to be submitted in company's letter head)

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

Sl. No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./ Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and / or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
6)	Whether recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Startup guidelines)	
7)	Whether in technical collaboration with Foreign Company? If so give details	
8)	Number of Years in the Business	
9)	Number of years of experience in Handling large projects for Companys.	
10)	Address for Correspondence: Registered Office: Corporate Office:	
11)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Company)	
12)	Domestic Customer Base (Number of Clients where Consultancy Service have been provided in India)	

13)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	
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Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-4
Bid Security Declaration

(Should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person)

To,
M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building
A Wing, Bandra Kurla Complex
Mumbai
400051

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

Dear Sir

We declare that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of two years from being eligible to submit bids for contracts with Company.

Place:
Date:

[Signature of Authorised Signatory]
Name:
Designation:
Seal:

Annexure-5
Make in India Certificate

Bidder's Reference No. _____

Date.....

To,
M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building
A Wing, Bandra Kurla Complex
Mumbai
400051

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 19/07/2024 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Company Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows:
_____.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs, which are locally sourced and cost of inputs, which are imported, directly or indirectly with the commercial proposal.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal

Annexure-6
Details of Proposed team

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

Note: Documentary/Certification proofs are to be enclosed to substantiate the claims made.

Profile of Partners/Members

1. Name of the Person:
2. Office Address:
3. E-mail ID:
4. Contact Details Office/ Mobile:
5. Date since working in the Firm:
6. Professional Qualifications:
7. Present Designation:
8. Experience:

Sl. No.	Nature of implementation of the subject RFP	Brief Details of the implementation of subject RFP and the Organization where assignment was undertaken	Period	
			From	To
1				
2				
3				
4				
5				
6				

Note: The above Format is of minimum requirements and is to be compulsorily furnished.

Respondents may furnish additional details, if any.

Date:

Place:

Signature with seal

Name:

Designation:

Annexure-7
List of Major Customers of the Bidder/Consultant in Last 5 Years

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 5 years	Satisfactory Letter from customer to be Enclosed or Purchase Orders to be enclosed
1	2	3	4	5

(Enclose necessary documentary proof)

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-8
Office Details

(Office Details has to be submitted in Company's Letter Head)

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of Consultant
1.	Mumbai			
2.	Others (specify)			

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-9
Scope of Work

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

1. Concept & Strategy Development

- Understand the mission, objectives, and thematic areas of the organization.
- The strategy and goals should be set in a definite quantifiable and achievable manner with milestones aimed.
- The plan should include a well-defined scoring matrix to mark the progress made by the Company. The Scoring Matrix should include measurable parameters to evaluate the progress made during the implementation phase as well as the post implementation phases.
- Define:
 - Vision and mission statements
 - Strategic focus areas
 - Developing, owning, operating, and maintaining a neutral, robust digital public infrastructure for the purpose of holistic and collaborative not-for-profit organisation
 - Collaborative digital Payment intelligence platform for Bank, financial institutions, payment aggregators, payment system operators, and other regulated entities.
 - Leverage technologies such as Artificial Intelligence, Machine Learning
 - Provide access to anonymized data insights, beneficiary risk scores and threat intelligence.
 - To enable real-time, pre-transaction fraud risk assessment and alerting across the financial ecosystem
 - To enhance financial safety and trust in digital transactions.
 - Formulating and disseminating standards and procedures
 - Undertaking research and consultancy assignments
 - Providing analytical reports, data insights, and related support services to strengthen fraud detection and prevention capabilities across stakeholders.
 - Certifying fraud detection and risk models, disseminating fraud typologies
- Develop a 5-year strategic roadmap.
- Benchmark similar organizations like NPCI, RBI INNOVATION HUB etc.

2. Legal & Regulatory Setup

- Entire Compliance framework setup.
- Empanelment of Legal advisors/Compliance professionals etc.

3. Governance Structure Design

- Board Structure
 - The board structure should emphasise balanced representation:
 - Banking leadership for governance.
 - Technology & fraud experts for operational execution.
 - Regulatory liaisons to ensure compliance.
 - The structure shall ensure strategic oversight, operational efficiency, and regulatory compliance, making IDPIC a robust safeguard for India's digital payments ecosystem.
- Define:

- Number of directors
- Independent members
- Domain experts
- Draft:
 - Board charter
 - Roles and responsibilities
- Committees such as:
 - Audit committee
 - Program committee
 - Finance committee.

4. Organizational Structure & Hierarchy

Design the Management structure in toto.

- To create an effective organisational structure, by defining the company's goals and strategy, then designing roles, reporting lines, and decision-making processes that align with them. The structure should clarify responsibilities, improve communication, and support growth.
 - Board of Directors and their Oversight & policy
 - MD &CEO for Strategic leadership
 - Functional Divisions like Finance, Risk, IT, HR, Operations, Marketing etc.
 - Specialised Committees like Audit, Compliance, Technology, Customer Experience
 - Cross-functional Teams like Digital transformation, innovation.
 - Hierarchy & Span of Control → Define levels of authority and optimal team sizes.
 - Division of Work → Group roles by function, product, geography, or customer segment.
 - Integration Mechanisms → Committees, cross-functional teams, and digital platforms to connect silos.
 - Role Clarity → Defined responsibilities, authority, and reporting lines
 - Competency Mapping → Match skills to organizational needs.
 - Leadership Layers → Ensure balance between strategic leadership and operational management.
- The consultant will provide:
 - Organization chart
 - Reporting structure
 - Departmental mandates.

5. Staffing Plan

- Develop HR blueprint.
- Workforce Planning
 - Define staffing requirements for first 3-5 years.
 - Create job descriptions for all roles.
- Typical positions:[EXAMPLES]
 - Leadership
 - MD &CEO
 - ADVISOR - TECHNICAL
 - ADVISOR - BOARD & COMPANY MATTERS
 - COO
 - CTO
 - HR HEAD

- COMPANY SECRETARY
- Operations
 - Finance Manager
 - HR Manager
 - Admin Manager
- Program staff
 - Program Managers □ Field Coordinators
 - Monitoring & Evaluation Officer
- Support
 - Communications officer
 - IT support
 - Accounts executive.

6. Compensation Framework

Design a pay structure aligned with market benchmarks.

- Includes:
 - Salary bands
 - Compensation policy
 - Benefits structure.
- Typical components:
 - Basic salary
 - HRA
 - Allowances
 - PF & gratuity
 - Insurance
 - Performance incentives (if applicable)
- Also develop:
 - Pay scales
 - Increment policy
 - Recruitment guidelines.
- General:
 - Talent Attraction and Retention:
 - Developing strategies to attract top talent through a well-defined Employee Value Proposition (EVP) and actionable recommendations to bring this EVP to life.
 - Conduct an in-depth analysis of our current EVP.
 - Leverage leading market insights to define a compelling EVP.
 - Develop strategies to effectively disseminate the EVP internally and externally.
 - HR Processes and Policies:

Ensuring HR processes and policies are robust and competitive to attract and retain talent effectively.

 - Evaluate HR processes and policies from the perspective of future readiness and the needs of the target talent.
 - Leverage leading market insights to identify areas for improvement.
 - Provide recommendations to enhance the processes, making them more robust and addressing the identified gaps.
 - Performance Management:

Establishing measurable, business-centric key performance indicators (KPIs) to assess employee performance accurately & objectively.

 - Define clear, measurable, and business-centric KPIs for unique job roles (UJRs) within the organisation.

- Ensure KPIs align with overall business objectives and growth targets.
- Performance-Based Incentives:
 - Creating a clear linkage between performance KPIs and the rewards framework to motivate and retain high performers.
 - For the selected roles, develop an incentive scheme that ties directly to performance metrics.
 - Create guidelines for the effective implementation and communication of this performance-based incentive structure.

7. Premises & Infrastructure Planning

Support identification and setup of office infrastructure.

- Includes:
 - Location strategy [Corporate Office/ Development Centers]
 - Office size planning
 - Lease structure
 - Layout planning.
- Infrastructure requirements:
 - Workstations
 - Meeting rooms
 - IT network
 - Data storage
 - Document management.

Also advise on Regional Centers/Development Centers if required.

8. Financial Systems & Budgeting Establish financial management systems.

- Tasks:
 - Develop accounting framework
 - Chart of accounts
 - Budget template
 - Internal financial controls
 - Procurement policy
- Software recommendation:
 - Accounting software

9. Revenue Generation & Sustainability Strategy

The Indian Digital Payment Intelligence Corporation (IDPIC) is keen to establish a sustainable revenue-generation framework that aligns with its mandate as a Section 8 company (non-profit) while ensuring financial viability.

- Suggestions on:
 - Potential revenue streams (e.g., subscription fees from member banks, service charges for fraud intelligence, partnerships with fin techs, grants, or government support).
 - Models for cost-sharing among participating banks.
 - Opportunities for value-added services (such as advanced analytics, fraud prevention tools, or advisory services).
 - Best practices from similar global fraud intelligence or payment security organizations.
 - Recommendations on balancing financial sustainability with public trust and regulatory compliance.

The insights shall help us design a model that ensures IDPIC remains financially resilient while fulfilling its mission of safeguarding India's digital payments ecosystem.

10. Program Design Framework

- Define program development methodologies on

- Fraud Detection
 - Continuous monitoring across all payment channels. Enhanced Early Warning Systems (EWS) with shared intelligence from every participant.
- Intelligence Sharing Network
 - Centralized hub integrating fraud signals from banks, NPCI, card networks, payment aggregators and fintech platforms.
- Analytics Engine
 - Self-learning models trained on 13 months of anonymized transaction data. Identifies behavioural anomalies and emerging fraud patterns.
- Mule Account Detection
 - Builds on RBI's MuleHunter.ai to track and disrupt fraudulent mule account networks before losses occur.
- Proactive Risk Mitigation
 - Early warning signals and actionable risk scores enabling institutions to act on threats before fraud materializes.
- Regulatory Compliance
 - Full adherence to RBI Fraud Risk Management Directions, DPDP principles and cybersecurity standards.
- BUILD FRAME WORKS ON
 - Central Fraud Intelligence Hub
 - Integrating intelligence across all banks, NPCI, card networks, payment aggregators and fintech apps into a unified national defence layer.
 - Integration
 - Builds on advanced mule detection with 13-month anonymized transaction history and connected account graph analysis.
 - Risk Scoring API
 - Instant transaction risk scores accessible to all ecosystem participants via secure, standardized API infrastructure.
- API requirements
 - Review the list of integrations, including integration methods (such as one-to-one and middleware-based, like ESB/API Gateway).
 - Define and finalize the functional requirements for API cataloging, tracking, management, and potential monetization, aligning with broader business and compliance objectives.
 - Develop:
 - Project proposal templates
 - Monitoring indicators
 - Impact evaluation framework
 - Reporting formats

11. Compliance & Risk Framework

- Develop systems for compliance with:
 - Companies Act
 - Income tax laws
 - GST Guidelines
 - Any other applicable Acts
- POLICIES

Preparing policies for IDPIC to function effectively as India's central fraud intelligence hub, with a comprehensive policy framework that balances regulatory compliance, operational efficiency, and stakeholder trust.

➤ Some of the policies are:

1. Governance & Oversight Policies

- Board Governance Policy - Define roles, responsibilities, and decision-making authority of promoters, independent directors, and regulators.
- Regulatory Compliance Policy - Ensure adherence to RBI, DFS, and other statutory requirements.
- Audit & Accountability Policy - Mandate periodic internal and external audits, with transparent reporting to stakeholders.

2. Data Management & Security Policies

- Data Collection & Sharing Policy - Establish rules for how banks, payment companies, and fintechs share fraud data with IDPIC.
- Data Privacy Policy - Align with India's Digital Personal Data Protection Act (DPDP Act) to safeguard consumer information.
- Cybersecurity Policy - Define standards for encryption, access control, and incident response.
- Data Retention & Disposal Policy - Specify timelines and protocols for storing and securely deleting sensitive data.

3. Fraud Intelligence & Operational Policies

- Fraud Detection & Response Policy - Standardize how fraud alerts are generated, validated, and escalated.
- Real-Time Monitoring Policy - Define thresholds for automated interventions versus manual reviews.
- Collaboration Policy - Enable structured coordination with banks, payment aggregators, and law enforcement agencies.
- Incident Reporting Policy - Ensure uniform reporting formats and timelines across stakeholders.

4. Technology & Innovation Policies

- AI/ML Ethics Policy - Govern responsible use of algorithms, prevent bias, and ensure explainability of fraud detection models.
- Innovation & R&D Policy - Encourage continuous improvement in fraud analytics, sandbox testing, and pilot programs.
- Vendor & Third-Party Policy - Define standards for on boarding technology partners and service providers.

5. Risk Management & Business Continuity Policies

- Enterprise Risk Management Policy - Identify, assess, and mitigate operational, financial, and reputational risks.
- Business Continuity & Disaster Recovery Policy - Ensure resilience against cyber attacks, system outages, or data breaches.
- Crisis Communication Policy - Establish protocols for informing regulators, banks, and the public during major fraud events.

6. Stakeholder & Consumer Protection Policies

- Consumer Awareness Policy - Promote education campaigns on safe digital payment practices.
- Grievance Redressal Policy - Provide mechanisms for consumers and institutions to raise concerns about fraud intelligence operations.
- Transparency & Disclosure Policy - Publish periodic reports on fraud trends, interventions, and outcomes.

7. Ethics & Conduct Policies

- Code of Conduct Policy - Define ethical standards for employees, partners, and stakeholders.
- Conflict of Interest Policy - Prevent misuse of insider information or undue influence from promoters.
- Whistleblower Policy - Protect individuals reporting misconduct or fraud within IDPIC.

8. Compliance Obligations

- Companies Act, 2013: Annual filings (Form AOC-4, MGT-7), board meetings, and statutory registers.
- Income Tax Act, 1961: Policies for tax exemptions under Section 12AA and 80G.
- GST Compliance: If applicable, policies for invoicing, returns, and exemptions.

9. Financial Management Policies

- Fund Utilization Policy: Ensures funds are used strictly for stated objectives.
- Internal Audit & Control: Regular audits to maintain transparency.

10. Operational Policies

- HR Policy: Recruitment, training, and code of conduct for employees/volunteers.
- Data Protection Policy: Safeguarding donor and beneficiary information.
- Sustainability & Impact Policy: Framework for measuring social outcomes and reporting impact.
- ESG Policy

Any other policies applicable to the company to be provided.

- Also establish:
 - Audit systems
 - Annual compliance calendar.

12. Branding & Communications

- Organization name and brand positioning
- Website concept □ Social media strategy
- Communication guidelines.

13. Operational Manuals

- Develop manuals such as:
 - HR manual

- Finance manual
- Procurement manual
- Program operations manual.
- Other relevant manuals

14. Stakeholder responsibilities

For IDPIC, stakeholder responsibilities must be clearly defined across promoters, regulators, participating banks, fintechs, and consumers to ensure accountability, seamless fraud intelligence sharing, and regulatory compliance.

I. Promoters (Banks and Payment Companies)

- Capital & Funding: Provide seed and ongoing financial support
- Governance: Nominate directors, participate in board decisions, and ensure compliance with RBI-approved Articles of Association.
- Operational Support: Facilitate integration of fraud intelligence systems across their networks.
- Technology Adoption: Champion AI/ML-based fraud detection models like MuleHunter.AI within their institutions.

II. Regulators (RBI, Department of Financial Services)

- Policy Oversight: Approve frameworks, Articles of Association, and ensure IDPIC aligns with national payment security goals.
- Supervision: Monitor systemic risks, enforce compliance with data protection and fraud reporting standards.
- Standardization: Issue guidelines for uniform fraud reporting and intelligence sharing across banks and payment companies.

III. Participating Banks & Payment Companies

- Data Contribution: Share real-time fraud transaction data and mule account intelligence with IDPIC.
- Integration: Implement APIs and monitoring systems to feed into IDPIC's central platform.
- Response Coordination: Act on fraud alerts generated by IDPIC, ensuring swift customer protection.
- Capacity Building: Train staff to interpret and act on fraud intelligence insights.

IV. Technology Partners

- AI/ML Development: Build and refine fraud detection models, ensuring explainability and bias-free outcomes.
- Cybersecurity: Provide advanced encryption, secure infrastructure, and resilience against cyberattacks.
- Innovation: Pilot new fraud prevention tools in collaboration with IDPIC's R&D initiatives.

V. Law Enforcement & Government Agencies

- Collaboration: Work with IDPIC to investigate fraud cases, mule accounts, and digital payment crimes.
- Legal Enforcement: Act on intelligence provided by IDPIC to prosecute offenders.
- Policy Feedback: Share insights to strengthen national cybercrime frameworks.

VI. Consumers & Public

- Awareness: Adopt safe digital payment practices promoted by IDPIC.
- Reporting: Use grievance redressal channels to report suspicious transactions.
- Trust Building: Engage with IDPIC's transparency initiatives (fraud trend reports, advisories).

15. Implementation Support

The consultant should support actual operationalization:

- Recruitment of initial staff
- Office setup
- Policy rollout
- Board on boarding
- First-year work plan.
- 2 TO 5 Years Road map

16. Other requirements

- Based on the market and capability analysis, define a comprehensive strategy and business model for IDPIC to achieve its growth aspirations over the next 5 years.
- Set clear and measurable strategic objectives that IDPIC aims to achieve • Create a detailed implementation road map with key initiatives, milestones, and timelines
- Define key performance indicators (KPIs) to monitor the success of the strategy

Cost assessment

- Initial capital required, including infrastructure, technology and other start-up costs
- Support needed in -capital requirement, operational assistance needed, such as access to existing infrastructure, technology platforms, or shared services
- Estimate the recurring operational expenses such as staffing, maintenance, and utilities

Demonstrate the expected return on investment (ROI) and payback period

17. Study, Analysis & Documentation of the present scenario and planning the way forward:

- Understanding of Current Initiatives and benchmarking the Company services, processes, offerings & experiences.
- Conducting a SWOT analysis of Company's goal and processes alongside sentiment analysis to gauge market perception, in order to identify strengths, weaknesses, opportunities, and threats, and determine root causes for targeted improvements.
- Performing an end-to-end analysis of major systems presently deployed within the Company for providing insights on the extent of effectiveness or shortcomings of the current setup and its impact on business.
- Building sustainable short, medium and long-term goals/ roadmaps, operating models, and put in place a strategic plan for a continuous overhaul/re-engineering of working models for the Company, for the next 2 years.
- Drawing new marketing and sales strategies in consultation with the Company for image transformation.

- Drawing and planning the need of new technologies as part of the transformation phases, for the Company to procure and provision, covering digitization, automation, CRM, marketplace, customer engagement platform etc.
- Providing implementation roadmap for EASE Action Points, with respect to their revised process flows, integrations, customer services requirements as well as new technology adoption requirements etc.
- Defining the value proposition, target segments', technology requirements of the Company based on the studies performed and the future perspective.

18. Assistance on the initial set-up:

- Outline and finalize the transformation process and define timelines for achieving the set goals of the Company. Provide end-to-end capability including conceptualization, business-casing and developing POC wherever required.
- Assisting the Company in finalizing the constitution of a specialized team with required skill sets to supervise and monitor the project. The team should comprise of Project Managers, Subject Matter Experts, Design Thinkers with Process Expertise and Business Analysts, as needed by the Company during the project. The team should be constituted involving resources from the Company, Consultant, prospective support partners (i.e. vendors), etc.

Note:

The list is only indicative, and coverage may be widened or shortened by the Company as per requirements

The above Scope is only indicative in nature and Company reserves all rights to include any additional relevant services which is not included above

Bidder has to comply with the Scope of Work and Deliverables mentioned above. Non-compliance to any of the scope of work will lead to disqualification of the bidder in Technical proposal.

Declaration:

We hereby comply with the above Scope of Work without any deviations.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-10
Technical Evaluation Criteria

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

Technical bids will be subjected to following evaluation process. The eligible bidders will be required to give a presentation to the Company for technical evaluation.

Sl. No.	Criteria Description	Rules for awarding points	Max. Points								
1.	<p><u>Expertise and Demonstrated Capability:</u> The bidder must have executed/completed Consultancy projects, with a minimum duration of 12 Weeks with Schedule Commercial Bank/ NBFCs/ FIs in India/International Companies in India in the past 5 years as on 31/03/2025. (i.e., 2020-21,2021-22,2022-23, 2023-24 and 2024-25).</p> <p><u>Document to be submitted:</u> The bidder has to provide relevant purchase order/ work order / engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization/Email reference from the client clearly specifying the scope /nature of consultancy provided.</p> <p><i>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact numbers</i></p>	<table border="1" style="width: 100%;"> <tr> <td>8 or more projects in the last 5 years</td> <td style="text-align: center;">20</td> </tr> <tr> <td>6 to 7 projects in the last 5 years.</td> <td style="text-align: center;">15</td> </tr> <tr> <td>4 to 5 projects in the last 5 years.</td> <td style="text-align: center;">10</td> </tr> <tr> <td>3 projects in the last 5 years</td> <td style="text-align: center;">5</td> </tr> </table>	8 or more projects in the last 5 years	20	6 to 7 projects in the last 5 years.	15	4 to 5 projects in the last 5 years.	10	3 projects in the last 5 years	5	20
8 or more projects in the last 5 years	20										
6 to 7 projects in the last 5 years.	15										
4 to 5 projects in the last 5 years.	10										
3 projects in the last 5 years	5										
2.	<p>Experience in providing consultancy and demonstrated capability in having executed/completed/ongoing projects of similar nature with at least one Schedule Commercial Bank/ NBFCs/ FIs in India/International Companies in the past 5 years as on 31/03/2025. (i.e., 2020-21,2021-22,2022-23, 2023-24 and 2024-25).</p> <p><u>Document to be submitted:</u> The bidder has to provide relevant purchase order/ work order / engagement letter along with satisfactory project completion</p>	<table border="1" style="width: 100%;"> <tr> <td>5 or more projects in the last 5 years</td> <td style="text-align: center;">15</td> </tr> <tr> <td>3 to 4 projects in the last 5 years.</td> <td style="text-align: center;">10</td> </tr> <tr> <td>2 projects in the last 5 years.</td> <td style="text-align: center;">5</td> </tr> <tr> <td>1 project in the last 5 years</td> <td style="text-align: center;">3</td> </tr> </table>	5 or more projects in the last 5 years	15	3 to 4 projects in the last 5 years.	10	2 projects in the last 5 years.	5	1 project in the last 5 years	3	15
5 or more projects in the last 5 years	15										
3 to 4 projects in the last 5 years.	10										
2 projects in the last 5 years.	5										
1 project in the last 5 years	3										

	<p>certificate/ Reference letter from the Concerned Organization/Email reference from the client clearly specifying the scope /nature of consultancy provided.</p> <p><i>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact numbers</i></p>								
3.	<p>The firm should have a pool of at least 50 professionals with Minimum experience of 3 years or more in consultancy for development of the Business Mode.</p> <p><u>Document to be submitted:</u></p> <p>Signed letter from HR head stating the profile, experience and confirming that the employee/s are on the payroll of the bidder.</p>	<table border="1"> <tr> <td>Above 100 professionals with Minimum experience of 3 years</td> <td>15</td> </tr> <tr> <td>More than 50 and upto 100 professionals with Minimum experience of 3 years</td> <td>10</td> </tr> <tr> <td>50 professionals with Minimum experience of 3 years</td> <td>5</td> </tr> </table>	Above 100 professionals with Minimum experience of 3 years	15	More than 50 and upto 100 professionals with Minimum experience of 3 years	10	50 professionals with Minimum experience of 3 years	5	15
Above 100 professionals with Minimum experience of 3 years	15								
More than 50 and upto 100 professionals with Minimum experience of 3 years	10								
50 professionals with Minimum experience of 3 years	5								
4.	<ul style="list-style-type: none"> ISO 9001: 2015 certification 	<p>For the last 3 completed years - 8 Marks</p> <p>Greater than or equal to 1 but less than 3 completed years - 5 marks</p> <p>Less than 1 completed year-0 Marks</p>	15						
	<ul style="list-style-type: none"> ISO/IEC 27001:2013 certification 	<p>For the last 3 completed years - 7 Marks</p> <p>Greater than or equal to 1 but less than 3 completed years - 5 marks</p> <p>Less than 1 completed year-0 Marks</p>							
5.	<p><u>Presentation:</u></p> <p>Presentation representing proposed implementation plan about the detailed approach/ methodology to be adopted for delivering the project milestones and other program deliverables. It should also cover bidder's past experience & citations.</p>	<p>Points will be assigned by an internal committee based on the methodology, work plan, team composition and presentations. As per Table P-1</p>	25						

	(Maximum duration for presentation - 45 minutes)		
Total Marks			90

Bidders who score minimum 60% marks on the Technical evaluation criteria as mentioned above will only be considered for commercial bid. The Commercial bids of the applicants with Technical marks less than 60% will not be considered for commercial/financial evaluation.

Presentation of proposal:

Company will schedule the presentations and intimate the time and locations to the bidders. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.

Table P-1

Sl. No.	Presentation Agenda	Details	Max Marks
1	Quality of understanding of the scope of the engagement demonstrated in response to the RFP.	<ol style="list-style-type: none"> 1. Understanding context of the Company and potential impact and outcomes of the engagement. 2. Understanding the market trends in India and Indian Public/private sector Companies relevant to the engagement. 3. Demonstration of specific ideas and actions which can be implemented based on understanding of starting position and operating context for the Company. 	5
2	Approach, Methodology, Work-plan and expected outcome.	<ol style="list-style-type: none"> 1. Case studies related to RFP. 2. Completeness and robustness of approach and methodology demonstrated in response to this RFP. 3. Outline of Activities/ tasks/ initiatives and project planning. 4. Milestones/ Timelines for completing different activities. 5. Innovativeness of proposed initiatives and tools/methodologies to be deployed to accelerate impact, with a focus on use of next-gen technologies such as Gen AI. 6. Expected outcomes and detailed list of deliverables. 	10
3	Change Management	<p>Roadmap for process revamp and handling of scenarios resulting from changes implemented in existing products/ processes or new products/processes introduced.</p> <p>(Consultant's plan and methodology for handling change related scenarios to avoid any operational, reputational and</p>	5

		other risks involved.	
4	Transfer of knowledge	Roadmap for transfer of analytical tools, engagement platform etc., at the time of de boarding.	5
Maximum Marks for Presentation			25

Terms & Conditions

- a. Company reserves the right to conduct interviews of the proposed team members.
- b. In case of absence of the allotted resource, the standby should perform the job of the absentee.
- c. Company may reject such manpower if Company is not satisfied with his/her performance.

Date:

Place:

Signature with seal

Name:

Designation:

Annexure-11
Non-Disclosure Agreement
[On Firm's / Company's letter head]

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations to Company, having its office at M/S Indian Digital Payment Intelligence Corporation, Canara Bank Building, A Wing, Bandra Kurla Complex, Mumbai, 400051 hereinafter referred to as the Company and,

WHEREAS, the Bidder understands that the information regarding the Company's IT Infrastructure shared by the COMPANY in their Request for Proposal is confidential and/or proprietary to the COMPANY, and

WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Companys properties and/or have access to certain plans, documents, approvals or information of the COMPANY; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the COMPANY to grant the Bidder specific access to the COMPANY's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the COMPANY, unless the Bidder has first obtained the COMPANY's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the COMPANY or, prepared or produced by the Bidder for the purpose of submitting the offer to the COMPANY for the said solution, will not be disclosed during or subsequent to submission of the offer to the COMPANY, to anyone outside the COMPANY.

The Bidder shall not, without the COMPANYs written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the COMPANY in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the COMPANY and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-12
Compliance Statement
[On Firm's / Company's letter head]

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Company. We also agree that the Company reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Description	(Yes / No)	Remarks / Deviations
Compliance to Terms and Conditions		
Compliance to Scope of Work of the subject RFP		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-13
Undertaking Letter
[On Firm's / Company's letter head]

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

- a. We also confirm that we have quoted the services with GST only.
- b. We also confirm that in case of invocation of any Bank Guarantees submitted to the Company, we will pay applicable GST on Bank Guarantee amount.
- c. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- d. We hereby confirm to undertake the ownership of the subject RFP even in case third party is also involved in project execution either fully or partially.
- e. We also confirm that we have not changed the format of BOM.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-14
Escalation Matrix
[On Firm's / Company's letter head]

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

Name of the Bidder Firm:

Service Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
c.		Regional/Zonal Head (If response not recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

Any change in designation, substitution will be informed by us immediately.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-15
Bill of Material

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

Notes	
1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company. 2. The base location for the project execution would be Bangalore. 3. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting. 4. Do not change the structure of the format nor add any extra items. 5. No counter condition/assumption in response to commercial bid will be accepted. Company has a right to reject such bid.	

[Amount in Rupees]

Sl. No.	Project name	Consultancy Cost (excl. of taxes)	Tax for Column a		Total Cost (incl. of taxes)
			Tax %	Tax Amt	
		a	b	c=a*b	d=a+c
1.	Cost of Consultant for Developing the Entire Business Model as per Scope of Work Annexure-9.				
Total Cost of Consultant for Developing the Entire Business Model as per Scope of Work Annexure-9					

Undertaking

- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Company. Company has a right to reject such bid.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-16
Letter for EMD Return (if applicable)
[On Firm's / Company's letter head]

To,
M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building, 8th Floor
A Wing, Bandra Kurla Complex
Mumbai
400051

Dear Sir,

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

We _____ (Company Name) had participated in the Request for Proposal (RFP) for Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation.

Details of EMD submitted are as follows:

Sl. No.	Bidder Name	BG/DD/NEFT/RTGS Ref No.	Drawn on Company Name	Date of BG/DD/NEFT/RTGS	Amount in Rupees

Bank details to which the EMD amount to be returned via NEFT/RTGS are as follows:

Account Title/Name	
Account Number	
IFSC Code	
Account Type	
Name of the Bank with Branch Address	

Declaration:

1. We here by note that the EMD submitted will be returned as per the terms and conditions of the RFP.
2. We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us Company is not liable under any circumstances.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-17
Financial Performance of Bidder

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

<u>Financial year</u>	Annual Revenue from Indian Operation (In Crs)	Net Profit from Indian Operations (In Crs)

Certificate from the Statutory Auditor.

This is to certify that the above Information relating to ----- (name of Bidder) are correct as per the information available in the Books of the Firm/LLP/ Company.

- a. Name of the Audit Firm : _____
- b. Seal of the Audit Firm : _____
- c. Firm registration No. : _____
- d. Membership No : _____
- e. Date : _____

We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us Company is not liable under any circumstances.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-18
Undertaking For Not Being NPA
[On Firm's / Company's letter head]

Date:

To,
M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building
A Wing, Bandra Kurla Complex
Mumbai
400051

Dear Sir,

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

We _____ (Bidder/ Bidder's Parent Company), hereby undertake that-

1. We have not been declared NPA and defaulter in repayment of instalments by any Company/Financial Institute in India.
2. Further, we do not have any pending case with any organization across the globe, which affects our credibility to service the Company.
3. Further, we are not undergoing Corporate Insolvency Resolution Process (CIRP), liquidation, or bankruptcy proceedings.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Appendix -A
Instructions to be noted while preparing/submitting Part A - Technical Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.
- 3) Bid Covering letter as per **Annexure-1**.
- 4) Compliance to Pre-Qualification Criteria declaration as per **Annexure-2** with documentary proof in support of the Pre-Qualification Criteria.
- 5) Bidder's Profile as per **Annexure-3**.
- 6) Bid Security Declaration as per **Annexure-4 (if eligible)**.
- 7) Make in India Certificate as per **Annexure-5**.
- 8) Details of Proposed Team as per **Annexure-6**.
- 9) List of Major Customers as per **Annexure-7**
- 10) Office details as per **Annexure-8**.
- 11) Compliance to the Scope of Work as per **Annexure-9**.
- 12) Documents for Technical Evaluation Criteria as per **Annexure-10**.
- 13) Non-Disclosure Agreement as per **Annexure-11**.
- 14) Compliance Statement as per **Annexure-12**.
- 15) Undertaking Letter as per **Annexure-13**.
- 16) Escalation Matrix as per **Annexure-14**.
- 17) Masked bill of Material as per **Annexure-15**.
- 18) Letter for EMD Return as per **Annexure-16**.
- 19) Financial Performance Of Bidder as per **Annexure-17**.
- 20) Undertaking For Not Being NPA as per **Annexure-18**.

Appendix-B

Instructions to be noted while preparing/submitting Part B - Commercial Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

1. Bill of Material as per Annexure-15.

Appendix-C
Authorization Letter Format

(To be presented by the authorized person at the time of opening of Technical cum Eligibility/ Commercial Bid on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

To,
M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building
A Wing, Bandra Kurla Complex
Mumbai
400051

Dear Sir,

SUB: Selection of Consultant for Developing the Entire Business Model of M/S Indian Digital Payment Intelligence Corporation

Ref: RFP 01/2026-27 dated 07/04/2026.

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our Company.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person at the time of Bid Opening

Appendix-D
Bank Guarantee Format for Earnest Money Deposit

To,
M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building
A Wing, Bandra Kurla Complex
Mumbai
400051

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of _____ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Company" are bound unto the Beneficiary for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Beneficiary, the Company binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
 - (i) fails or refuses to execute the Agreement, if required; or
 - (ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii) This Bank Guarantee is valid up to _____ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 2023.

(SIGNATURE & SEAL OF THE BANK)

<p>This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows Name of the Bank: Name of the Branch: IFSC Code:</p>

Appendix-E
Proforma of Bank Guarantee for Contract Performance

((To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To:
M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building
A Wing, Bandra Kurla Complex
Mumbai
400051

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the Bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to(Description of RFP)as per their Contract..... dated _____with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favor, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE, WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_____ (Rupees_____) an amount equivalent to 5% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs_____ (Rupees_____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, or registered post to our local address as aforesaid or by email preferably to _____ (email ID of the BG issuing Bank) or by SFMS preferably to _____ (IFSC of the BG issuing Bank). If sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii. This guarantee shall be valid up to _____ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Mumbai on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of _____ 2023.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank:

Name of the Branch:

IFSC Code:

Appendix-F
DRAFT CONTRACT AGREEMENT

CONTRACT **AGREEMENT** **FOR**
..... **AS PER THE PURCHASE**
ORDER NO: **DATED:**

THIS AGREEMENT (the Agreement) executed at Mumbai on day of 202.....

BETWEEN

Indian Digital Payment Intelligence Corporation, a section 8 company, having its Office at Canara Bank Building, 8th Floor, A Wing, Bandra Kurla Complex, Mumbai, 400051 in India, represented by the Authorised Signatory of its , Mr , (.....) , (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

AND

M/s , a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at represented by the Authorized Signatory, Mr , (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART:**

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ , (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for (Full description of product/service/solutions) for the sum of Rs..... (Rupees only) exclusive of GST (herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION AND INTERPRETATION:

- 1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/RFQ/EOI/ Amendments/ LOI/ Purchase Order referred to.
- 1.2 Reference to a "Business day" shall be construed as reference to a day generally open for business;
- 1.3 any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.4 In this Agreement, unless the context otherwise requires:

- 1.4.1 words of any gender are deemed to include the other gender;
- 1.4.2 words using the singular or plural number also include the plural or singular number, respectively;
- 1.4.3 the terms “hereof”, “herein”, “hereby”, “hereto” and any derivative or similar words refer to this entire Agreement;
- 1.4.4 headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 1.4.5 reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.4.6 any term or expression used, but not defined herein, shall have the same meaning assigned thereto under the RFP;
- 1.4.7 references to the word “include” or “including” shall be construed without limitation;

1.5 The RFP/RFQ/EOI Document/ Bid No/PO Noas amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes

- a) The Bid Form and the Price Schedule submitted by the Bidder.
- b) The Bill of Material.
- c) The Technical & Functional Specifications.
- d) The Terms and Conditions of the Contract.
- e) The Purchaser’s Letter of Intent/Notification of Award.
- f) Schedule of Dates, Amounts etc.
- g) Pre-Contract Integrity Pact.
- h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

All the above are collectively referred to as "the Transaction Documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

2. SCOPE OF WORK:

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No

3. TERM OF THE CONTRACT:

The contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or

further orders to be released to Vendor/ Service Provider as per the terms and conditions in this contract or till the expiry of the contract whichever is later.

4. PAYMENT TERMS:

The payment terms shall be as specified in the RFP/RFQ/EOI Document/ Bid No/PO No

5. PENALTIES/LIQUIDATED DAMAGES:

As Per RFP/RFQ/EOI Document/ Bid No/PO No

6. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

The Vendor/Service Provider shall submit Security Deposit/Performance Bank Guarantee as specified in the RFP/RFQ/EOI Document/ Bid No/PO No

7. ASSIGNMENT:

7.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, it's obligations to perform under the Contract, except with the Company's prior written consent.

7.2. If the Company undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

8. SUB-CONTRACTING:

8.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the Company.

8.2. Notwithstanding the above or any written consent granted by the Company for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

9. SERVICE LEVELS:

9.1. During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/PO shall be imposed on the Vendor/Service provider.

9.2. In relation to any undertaking and under any circumstances, the service provider shall exercise the degree of skill, diligence, prudence, and foresight that would reasonably be expected from a highly skilled and experienced professional engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such

personnel shall be considered essential and must be available to work on-site during exigencies including but not limited to emergencies and pandemics. The service provider shall provide the Company with a list of these essential personnel and any associated backup arrangements and ensure their availability as required.

9.3. The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfill the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.

9.4. The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.

10. ORDER CANCELLATION/TERMINATION OF CONTRACT:

10.1. The Company reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.

10.2. The Company reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Company in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

10.2.1. Delay in delivery beyond the specified period for delivery.

10.2.2. Serious discrepancies noted in the items delivered.

10.2.3. Breaches in the terms and conditions of the Order.

10.2.4. Non submission of acceptance of order within 7 days of order.

10.2.5. Excessive delay in execution of order placed by the Company.

10.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.

10.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.

10.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.

10.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

10.3. Company shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.

- 10.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Company reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 10.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Company reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Company may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the Company within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 10.6. The Company reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 10.7. In addition to the cancellation of purchase order, the Company reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 10.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 10.9. The Company shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Company or its designee to ensure smooth handover and transitioning of the Company's deliverables.

11. EXIT MANAGEMENT PLAN:

- 11.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Company.
- 11.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Company.
- 11.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
 - 11.3.1 A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to

be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

- 11.3.2 Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Company.
- 11.3.3 Plans for training of the Replacement Service Provider/ Company staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Company. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider. This transition process shall be managed to ensure minimal disruption to the Company's operations and continuity of services.
- 11.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.
- 11.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Company.
- 11.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Company before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Company.
- 11.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Company and communicated to Vendor/Service Provider.
- 11.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Company.
- 11.10. Vendor/Service Provider needs to comply with Company's requirements and any statutory or regulatory guidelines during the reverse transition period.
- 11.11. The vendor/service provider shall fully cooperate with relevant authorities in the event of the Company's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.

12. TRAINING AND HANDHOLDING:

- 12.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Company. The deliverables as indicated below but not limited to:
 - 12.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
 - 12.1.2. Change Request Logs
- 12.2. Assisting the new Service Provider Company with the complete audit of the system including licenses and physical assets
- 12.3. Detailed walk-throughs and demos for the solution
- 12.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 12.5. Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Company.

During Reverse Transition Company will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

13. INTELLECTUAL PROPERTY RIGHTS:

- 13.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the Company shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
- 13.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:
 - 13.2.1. Procure for Company the right to continue to use such deliverables.
 - 13.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or
 - 13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse Company for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by Company for procuring equivalent equipment in addition to the penalties levied by Company. However, Company shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE

PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the Company to use the proposed solution.

13.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

13.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of Company are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

14. INDEMNITY:

14.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Company indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Company arising out of:

- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 14.1.3. Fines, penalties, or punitive damages levied on Company resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider

14.2. Vendor/Service Provider shall be liable for any loss caused to the Company due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Company in any manner whatsoever to the extent of such acts and/ or transactions.

14.3. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Company against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent,

trademarks, copyrights etc. or such other statutory infringements in respect of **Solution** supplied by them.

- 14.3.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
 - 14.3.2. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.
 - 14.3.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 14.4. The limits specified in above clause shall not apply to claims made by the Company/third parties in case of infringement of Intellectual property rights or confidential information, fraud or gross negligence or wilful misconduct or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be actual claims.

15. RIGHT TO AUDIT:

- 15.1. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- 15.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

16. BUSINESS CONTINUITY PLAN:

- 16.1. The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Company and to ensure the agreed upon service level.
- 16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Company may consider joint testing and recovery exercise with the Service provider/vendor.

17. CORRUPT AND FRAUDULENT PRACTICES:

- 17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.
- 17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Company.

18. CONFIDENTIALITY AND NON-DISCLOSURE:

- 18.1. The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Company relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Company and shall be considered to be confidential and proprietary information (“Confidential Information”), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Company. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Company. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.
- 18.2. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify COMPANY for any loss/damage suffered by COMPANY on account of and to the extent of any disclosure of the confidential information.
- 18.3. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the COMPANY, by photographic, electronic or other means.
- 18.4. Provided that the Confidentiality Clause may not be applied to the data or information which;
- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
 - b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
 - c) Is required by law or regulatory compliance to disclose to any third person.
 - d) Is explicitly approved for release by written authorization of the Company.
- 18.5. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information
- 18.6. The vendor/service provider may disclose only the following types of data to the Company's customers and/or third parties with prior written consent of the Company: financial data, sensitive personal data, and other information explicitly permitted by the Company. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the Company is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the Company as and when required by the Company.

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

19. FORCE MAJEURE:

- 19.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 19.2. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 19.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the COMPANY in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the COMPANY, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 19.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the COMPANY and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the COMPANY shall be final and binding on the VENDOR/ SERVICE PROVIDER.

20. ADHERENCE TO REGULATORY POLICIES:

- 20.1. VENDOR/ SERVICE PROVIDER shall comply with Regulatory’s various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.
- 20.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Company.

21. PROTECTION OF DATA:

- 21.1. Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Company data occurs as a result of Vendor/Service provider’s failure to perform its responsibilities in the RFP/PO/Agreement, Vendor/Service Provider will at Company’s request correct or cause to be corrected any loss or damage to Company data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.

- 21.2. Where the terms of the RFP/PO/Agreement require any data to be maintained by the Company, the Company agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Company data. If any data to be shared between the Company and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at _____ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Company before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the Company's and its customer's data and report same to the Company. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to Company for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Company as and when required by the Company.
- 21.3. Data privacy and security of the customer's personal information shared by the Company shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement.
- 21.4. Vendor/Service Provider shall ensure compliance with all applicable law in relation to the services under this agreement and any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the agreement.
- 21.5. Vendor/Service Provider shall comply with all Data Protection Laws applicable in relation to the services under this agreement and shall ensure that any data provided by the Party under this Agreement is treated as confidential.
- 21.6. For the Purpose of this clause, "Data Protection Laws" means all directives, statutes, regulations, orders, decrees, decisions, or any other like legal instrument (whether enacted in India or any other relevant jurisdiction) which pertain to the protection of privacy and confidentiality of Personal Data including Digital Personal Data Protection Act, 2023, Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time
- 21.7. The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Company. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Company and the Service provider. For this purpose "Applicable Law" means all the (a) applicable

provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.

22. DATA PROCESSING

22.1. Vendor/Service Provider shall comply with the Data Processing Terms and Conditions as furnished in Annexure- I and any other data protection laws applicable to the Services, which shall form part and parcel of this agreement.

22.2. Once the provisions of the Digital Personal Data Protection Act, 2023 are notified, Vendor/service Provider shall be required to execute an addendum to this agreement that complies with the legal provisions envisaged under the Digital Personal Data Protection Act, 2023 and rules framed thereunder.

23. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Mumbai, India . Proceedings of the mediation shall be conducted in English language.

24. GOVERNING LAWS AND JURISDICTION OF THE COURT:

All disputes and controversies between Company and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

25. NOTICES:

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

If to Company:

Registered Office Address: M/S Indian Digital Payment Intelligence Corporation,
Canara Bank Building
A Wing, Bandra Kurla Complex
Mumbai
400051
Designated Contact Person:
(Designation)
Phone: 022-26728513
Email: idpic@idpic.in

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: (.....)
Phone: 91+.....
Email:

26. AMENDMENTS TO CONTRACT:

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

27. CONFLICT OF INTEREST:

- 27.1. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- 27.2. VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Company in writing of such conflict.
- 27.3. VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Company may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

28. ESCALATION MATRIX:

The escalation matrix at the Vendor/Service Provider level, shall be provided as below.

In case of any issue with respect to the execution of the Project, Delivery of Hardware, Services etc., the Company can escalate the issue as per the escalation matrix.

Escalation matrix shall be strictly followed to resolve any tickets, whenever raised. `

Escalation Level	Name	Designation	Office Address	Mobile Number	Role & Responsibility	E-mail ID
First Level	-----	-----	-----	-----	-----	-----
Senior Level/Middle Level	-----	-----	-----	-----	-----	-----
Highest Level	-----	-----	-----	-----	-----	-----

29. GENERAL CONDITIONS TO CONTRACT:

- 29.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Company.
- 29.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the Company's and its customer's data and report same to the Company, Vendor/Service Provider shall be liable to Company for any event for security breach and leakage of data/information
- 29.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 29.4. No forbearance, indulgence, relaxation or inaction by any Party [COMPANY or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 29.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 29.6. All remedies of either COMPANY or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 29.7. If any provision of Contract or the application thereof to any person or Party [COMPANY/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and

binding as though such provision had not been included. Further, the Parties [COMPANY and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.

- 29.8. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [COMPANY and VENDOR/ SERVICE PROVIDER] and neither Party [COMPANY nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 29.9. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [COMPANY and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 29.10. Contract shall be executed in English language in 1 (one) original, the COMPANY receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.
- 29.11. The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.
- 29.12. The Vendor/Service Provider shall be liable for any loss caused to the Company due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Company in any manner whatsoever to the extent of such acts and/ or transactions.
- 29.13. Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.
- 29.14. The Schedules and Annexures attached to this Agreement shall form and read as an integral part of this agreement and this agreement, the schedule, instruments, undertakings or otherwise executed presently or in future, herein contemplated to be entered into among, by or with the Parties hereto constitute the entire Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:
Name:
Designation:

Signature:
Name:
Designation:

For & on behalf of:
(COMPANY)

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 2:

Name:
Designation:

For & on behalf of
(VENDOR/ SERVICE PROVIDER)

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 2:

Name:
Designation:

Annexure-I

Data Processing Terms and Conditions

With respect to data processing the parties agree as follows:

1. Definitions and Interpretation:

1.1. Unless otherwise defined herein, terms and expressions used herein shall have the following meaning;

1.1.1. "Agreement" means the Contract Agreement with all schedules and Annexures.

1.1.2. "Client/Data subject" means a customer of Indian Digital Payment Intelligence Corporation.

1.1.3. "Personal Data" means any information relating to Data Subject processed by a Contracted Processor on behalf of Indian Digital Payment Intelligence Corporation pursuant to or in connection with the Agreement in relation to the Services provided.

1.1.4. "Processor" means a data processor providing service to Indian Digital Payment Intelligence Corporation.

1.1.5. "Subprocessor" means any person appointed by or on behalf of processor to process personal Data on behalf of Indian Digital Payment Intelligence Corporation in connection with the Agreement.

1.1.6. "Data Transfer" means a transfer of Personal Data from Indian Digital Payment Intelligence Corporation to a processor; or an onward transfer of Personal Data from a Processor to a Subcontracted Processor, or between two establishments of a Processor in hard copy or in electronic form.

1.1.7. "Services" means the services to be performed by the Processor in the Agreement (as provided in Schedule 1).

1.1.8. "Personal data breach" means a breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

1.1.9. "Personnel" means the personnel of the Processor, Sub processors who provided the applicable Services.

1.1.10. "Terms and Conditions" means the terms and conditions contained herein for the purpose of Data processing.

1.2. Terms used but not defined herein shall have the meanings assigned to them under the agreement.

2. Processing of Personal Data:

2.1. In the course of providing Services to Indian Digital Payment Intelligence Corporation, the Processor may Process Personal Data on behalf of Indian Digital Payment Intelligence Corporation.

2.2. Processor shall:

2.2.1. comply with all applicable Data Protection Laws and the terms and conditions mentioned herein in the Processing of Personal Data; and

2.2.2. not Process Personal Data other than on the relevant documented instructions of Indian Digital Payment Intelligence Corporation.

3. PROCESSOR OBLIGATIONS:

3.1. Processor Personnel:

Processor shall take reasonable steps to ensure the reliability of any employee, agent or sub-processor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.1.1. The Processor shall process Personal Data only on the documented instructions from Indian Digital Payment Intelligence Corporation from time to time. Indian Digital Payment Intelligence Corporation shall notify the Processor of any amendments to existing instructions or additional instructions in relation to the processing of Personal Data in writing and Processor shall promptly comply with such instructions.

3.1.2. Notwithstanding clause 3.1, the Processor (and its Personnel) may process the Personal Data if it is required to do so by any other legal obligations to which it is subject. In Such circumstance, the Processor shall notify Indian Digital Payment Intelligence Corporation of that requirement before it processes Personal Data, unless the applicable law prohibits it from doing so.

3.1.3. The Processor shall immediately notify Indian Digital Payment Intelligence Corporation if, in opinion, Indian Digital Payment Intelligence Corporation's documented data processing instructions breach the Data Protection Legislation. If and to the extent the Processor is unable to comply with any instruction received from Indian Digital Payment Intelligence Corporation, it shall promptly notify Indian Digital Payment Intelligence Corporation accordingly.

3.1.4. The purpose of the Processor processing Personal Data is the performance of the Services pursuant to the Agreement.

3.2. Security:

3.2.1. Taking into account the nature, scope, context and purposes of Processing (provided in **Schedule 2**) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to Personal Data implement appropriate technical and organizational measures (Processor obligations in **Schedule 3**) to ensure a level of security appropriate to that risk.

3.2.2. In assessing the appropriate level of security, Processor shall take into account, in particular, risks related to processing of Personal Data.

3.2.3. The Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of Indian Digital Payment Intelligence Corporation as updated and notified to the Processor by Indian Digital Payment Intelligence Corporation from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of Agreement without Indian Digital Payment Intelligence Corporation's prior consent.

3.3. Sub-Processing:

- 3.3.1. The Processor shall not appoint (or disclose any Personal Data to) any Sub- Processors without prior written authorisation from Indian Digital Payment Intelligence Corporation. The Processor shall provide Indian Digital Payment Intelligence Corporation with (no less than 30 days) prior written (including email) notice before engaging a new Sub processor thereby giving Indian Digital Payment Intelligence Corporation an opportunity to object to such changes. If Indian Digital Payment Intelligence Corporation wishes to object to such new Sub processor, then Indian Digital Payment Intelligence Corporation may terminate the relevant Services without penalty by providing written notice of termination.
- 3.3.2. The processor shall include in any contract with its Sub processor who will process Personal Data on Indian Digital Payment Intelligence Corporation's behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the Processor in the Agreement and terms and conditions mentioned herein. The Processor shall be liable for the acts and omissions of its Sub processors to the same extent to which the processor would be liable if performing the services of each Sub processor directly under the terms of the Agreement.

3.4. Data subject Rights:

If Data subjects whose personal data is processed pursuant to the Agreement request access to and the correction, deletion or blocking of such personal data under DATA Protection Legislation, such requests shall be addressed to and be considered by Indian Digital Payment Intelligence Corporation in accordance with Data Protection Legislation.

- 3.4.1. Taking into account the nature of the Processing, Processor shall assist Indian Digital Payment Intelligence Corporation by implementing appropriate technical and organisational measures (Processor Obligations in Schedule 3), insofar as this is possible, for the fulfilment of Indian Digital Payment Intelligence Corporation's obligations, as reasonably understood by Indian Digital Payment Intelligence Corporation to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 3.4.2. In case Data Subject Requests are received by Processor, then the Processor shall:
 - 3.4.2.1. promptly notify Indian Digital Payment Intelligence Corporation if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and
 - 3.4.2.2. ensure that it does not respond to that request except on the documented instructions of Indian Digital Payment Intelligence Corporation or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws, inform Indian Digital Payment Intelligence Corporation of that legal requirement before the Processor responds to the request.

3.5. Personal Data Breach:

- 3.5.1. Processor shall notify Indian Digital Payment Intelligence Corporation without undue delay upon Processor becoming aware of a Personal Data Breach affecting Personal Data, providing Indian Digital Payment

Intelligence Corporation with sufficient information to allow Indian Digital Payment Intelligence Corporation to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

3.5.2. Processor shall co-operate with Indian Digital Payment Intelligence Corporation and take reasonable commercial steps as are directed by Indian Digital Payment Intelligence Corporation to assist in the investigation mitigation and remediation of each such Personal Data Breach.

3.6. Data Protection Impact Assessment and Prior Consultation:

Processor shall provide reasonable assistance to Indian Digital Payment Intelligence Corporation with any data protection impact assessments, which Indian Digital Payment Intelligence Corporation reasonably considers to be required under Data Protection Laws, in each case solely in relation to Processing of Personal Data by and taking into account information available to, the Processors.

3.7. Audit Rights:

The Processor shall make available to Indian Digital Payment Intelligence Corporation the information necessary to demonstrate its compliance with this Terms and Conditions and allow for and contribute to audits and inspections by allowing Canara to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services { on at least an annual basis (or more frequently to comply with the Data Protection Legislation) and on reasonable notice, in relation to the Processing of Personal Data by the Processor.

3.8. Records:

The Processor shall maintain written records of its data processing activities pursuant to providing the Services to Indian Digital Payment Intelligence Corporation in accordance with Data Protection Legislation.

3.9. Notify:

The Processor shall immediately and fully notify Indian Digital Payment Intelligence Corporation in writing of any communications the Processor (or any or its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or data protection authority or any other regulator (including a financial regulator) or court.

3.10. Deletion or return of Personal data:

Upon expiry or termination of the Agreement or the Services for any reason or Indian Digital Payment Intelligence Corporation's earlier request, the Processor shall promptly within 30 business days: (i) return to Indian Digital Payment Intelligence Corporation and (ii) delete from all computer systems and other data storage systems, all Personal Data, provided that the Processor shall not be required to return or delete all or part of the Personal Data that it is legally permitted to retain. The Processor shall confirm to Indian Digital Payment Intelligence Corporation that it has Complied with its obligation to delete Personal Data under this clause.

Schedule-1

1.1.Services

<<Insert a description of the Services provided by the Data Processor (under the Principle Service Agreement, where relevant)>>.

Schedule-2

Personal Data

Category of Personal data	Category of Data subject	Nature of Processing carried out	Purpose of processing	Duration of Processing

SCHEDULE 3

Technical and Organisational Data Protection Measures

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of INDIAN DIGITAL PAYMENT INTELLIGENCE CORPORATION, it maintains security measures to a standard appropriate to:
 - 1.1. the nature of the Personal Data; and
 - 1.2. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.
2. In particular, the Processor shall:
 - 2.1. have in place, and comply with, a security policy which:
 - 2.1.1. defines security needs based on a risk assessment.
 - 2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to INDIAN DIGITAL PAYMENT INTELLIGENCE CORPORATION on or before the commencement of this Agreement.
 - 2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.
 - 2.1.4. prevent unauthorised access to the Personal Data.
 - 2.1.5. protect the Personal Data using pseudonymisation and encryption.
 - 2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.
 - 2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.
 - 2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.
 - 2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.
 - 2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).
 - 2.1.11. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.
 - 2.1.12. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.
 - 2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.
 - 2.1.14. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:

- 2.1.14.1. having a proper procedure in place for investigating and remedying breaches; and
- 2.1.14.2. notifying INDIAN DIGITAL PAYMENT INTELLIGENCE CORPORATION as soon as any such security breach occurs
- 2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and
- 2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of INDIAN DIGITAL PAYMENT INTELLIGENCE CORPORATION's Information Security Policy and other related policies/guidelines as appropriate.