



## Request For Quotation for Supply of Toners

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RFQ Reference No: NPCI/RFQ/2014-15/IT/000036 dated 25.03.2015  
National Payments Corporation of India  
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The information contained in this Request for Quotation (RFQ) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of National Payments Corporation of India (NPCI), is provided to the Bidder on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided.

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

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

**Checklist**

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

1. Demand Draft / Pay Order for Rs 3,371 /-(Rs.3,000/- plus Service Tax@12.36%) towards cost of Bid document in Envelope - ‘A’
2. Demand Draft / Banker’s Cheque / Bank Guarantee of INR 50,000/--(Rupees Fifty thousand only) towards Bid Security in Envelope ‘A’- Earnest Money Deposit (EMD).
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFQ document.
4. Envelope ‘A’ Eligibility Criteria Response.
5. Envelope ‘B’ Technical Response
6. Envelope ‘C’ Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFQ document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - ‘A’.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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**Abbreviations and Acronyms**

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

BG	Bank Guarantee
DC	Data Centre
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
LAN	Local Area Network
NPCI	National Payments Corporation of India
OEM	Original Equipment Manufacturer
RFQ	Request for Quotation in Context
PBG	Performance Bank Guarantee
SAN	Storage Area Network
SLA	Service Level Agreement
WAN	Wide Area Network

## Section 1 - Bid Schedule and Address

Sr. No.	Description	Detailed Information
1	Name of Project	Request for Quotation for Supply of Toners
2	Tender Reference Number	NPCI/RFQ/2014-15/IT/0036
3	Date of publishing the RFQ on NPCI website	25.03.2015
4	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	06.04.2015
5	Date and Time for Pre Bid Meeting	Not applicable
6	Last date and time for Bid Submission	15.04.2015 - 3.00 pm
7	Address of Bid Submission	National Payments Corporation of India, 8th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway, Goregaon (E), Mumbai - 400 063
8	Date and Time of Eligibility Bid and Technical Opening (Envelope A and Envelope B)	15.04.2015 - 3.30 pm
9	Date and time of Commercial Bid Opening (Envelope C)	Technically qualified bidders would be informed.
10	Name and Address for Communication	VP & Head - IT Procurement National Payments Corporation of India 8th Floor, R Tech Park, Off Western Express Highway, Nirlon Knowledge Park, Near HUB Mall, Opp Western Express Highway, Goregaon-East, Mumbai - 400063
11	Bid Related Queries	Praveen Ratnagiri Contact : +91 7506446538 praveen.ratnagiri@npci.org.in Sandeep Sood Contact : +91 8108186543 sandeep.sood@npci.org.in Prashant Awale Contact: +91 8108108650 prashant.awale@npci.org.in Benny Joseph Contact: +91 8108122844 Benny.joseph@npci.org.in
12	Bid Cost	Rs. 3,371 /-(Rs.3,000/- plus Service Tax@12.36%)
13	EMD/Bid Security	Rs 50,000/- (Rupees Fifty thousand only)

**Note:**

- Bids will be opened in the presence of the Bidders' representatives who choose to attend the bid opening meeting.
- Date and Time & Address for Commercial Bid Opening will be intimated later to the qualified Bidders
- Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for Rs. 3,371 /- (Rs.3, 000/- plus Service Tax@12.36%) payable at Mumbai.

## Section 2 - Introduction

### 2.1 About NPCI

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 with its Registered Office in Mumbai, India. NPCI is promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks.

The 10 promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Bank of India, Union Bank of India, ICICI Bank Ltd, HDFC Bank Ltd, Citibank N.A, and HSBC. The core objective of setting up NPCI is to consolidate and integrate the multiple systems with varying service levels into a nation-wide, uniform and standard business process in the retail electronic payments system segment. The vision, mission and objectives of NPCI are to operate for the benefit of all the member banks and the common man at large.

### 2.2 Objective of this RFQ

National Payments Corporation of India proposes to purchase genuine original Cartridges/Toners for use at different NPCI locations i.e. Mumbai, Chennai, Kolkata, Hyderabad and Delhi.

### 2.3 Cost of the RFQ

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

The Bidders can submit the bid response at NPCI's office at 08th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai - 400 063, along with non-refundable amount of Rs 3,371 /- (INR Three thousand three hundred and seventy one only, inclusive of Service Tax), payable in the form of Demand Draft/Pay Order from any Scheduled Commercial bank in India favoring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai.

### 2.4 Due Diligence

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

The Bidder is requested to carefully examine the RFQ documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFQ document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

### 2.5 Ownership of this RFQ

The content of this RFQ is a copy right material of National Payments Corporation of India. No part or material of this RFQ document should be published in paper or electronic media without prior written permission from NPCI.



## Section 3 - Scope of Work

## 3.1 Scope of work

Scope of work includes Supply of genuine original cartridges/Toners (Quantity as per below table) at Mumbai, Chennai, Kolkata, Hyderabad locations as and when required at below address:

Sr.No	Printer Model	Toner Part Code	Colour	Quantity
<b>A) Chennai</b>				
1	HP LASERJET PRINTER WITH DUPLEXER M5035 MFP	Q7570	NA	4
2	HP P2055 (2)	CE505A	NA	1
3	BROTHER MFC-8880DN	TN3250	NA	2
<b>B) Kolkata</b>				
4	HP LaserJet Professional Hotspot M1218nfs MFP	CC 388A	NA	6
<b>C) Mumbai DC</b>				
5	Brother soft MFC 8880DN	TN3250	NA	3
<b>D) Goregaon</b>				
6	HP LJ M1536DNF MFP-Goregaon (10)	78A	NA	60
7	HP LJ P2055D-Goregaon	CE505A	NA	1
8	HP LJ M9050 MFP-Goregaon	43X	NA	3
9	HP HOTSPOT LaserJet Pro M1218 NFS-Goregaon	88A	NA	3
10	HP Colour LJ CP1215-Goregaon	CB540A	Black	1
		CB541A	Cyan	1
		CB542A	Yellow	1
		CB543A	Magenta	1
11	HP LJT 500 CMFP M570 -Goregaon(Ram Rastogi)	CE400A	Black	1
		CE401A	Cyan	1
		CE402A	Yellow	2
		CE403A	Magenta	1
12	Sharp Printer	MX-312AT	NA	1
<b>E) BKC(RBI)</b>				
13	LJM1136 MFP	88A	NA	4
14	HP HOTSPOT Laserjet Pro M1218 NFS	88A	NA	3
15	HP LJ M3035 MFP(2)	51A	NA	3
16	Samsung SCX 4728FD MFP	MLT-D103L	NA	2
17	Sharp Printer	MX-312AT	NA	1
<b>E)Hyderabad</b>				
18	Laser JET Printer 600 M602	CA390A	NA	2
19	HP Laser Jet HP CJ1536	CE278A	NA	2
<b>E)Delhi</b>				
20	HP HotspotM1218nfsMFP	CC388A	NA	2
21	HP LaserJet M5025MFP	Q7570A	NA	2

NPCI addresses are as follows:

a) Mumbai - Head Office - RBI Premises:

National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex,  
Bandra (E), Mumbai-400 051

b) Mumbai - Goregaon Office:

National Payments Corporation of India,  
13th floor, South side in R-Tech (Building No-2),  
Pahadi, Goregaon (East) Mumbai-400 063

c) Mumbai - Datacenter:

National Payments Corporation of India,  
TATA Communications Ltd, Tower A-IDC 4th Floor,  
Bandra Kurla Complex,  
Near MTNL Office,  
Bandra (E)

d) Chennai Office:

National Payments Corporation of India,  
8th Floor, VBC Solitaire, 47 & 49,  
Bazullah Road,  
T Nagar, Chennai-600 017.

e) Delhi Office:

National Payments Corporation of India  
2nd Floor, Gulab Bhawan  
6 Bhadurshah Zafar Marg, ITO  
Near Times of India Building  
New Delhi - 110 002  
9540902035

f) Hyderabad Office:

National Payments Corporation of India  
C/O Reliance Communications IDC,  
Plot No. 20, Survey No. 64,  
Hi-tech City Layout, Madhapur,  
Hyderabad - 500 081,  
Tel. No. : 040 - 67299319

e) Kolkata Office:

National Payments Corporation of India  
13 B Mahim Haldar Street,  
Flat # 1B, First floor,  
Kolkata 700026

Inspection of Toners shall be carried out at NPCI. Bidder shall replace the damaged /rejected Toners to the satisfaction of NPCI without any extra cost.

### 3.2 Single Point of Contact

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

## **Section 4 - Eligibility Criteria**

### **4.1 Pre-requisites**

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

### **4.2 Eligibility Criteria**

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:

1. The bidder should be a Company registered under the Companies Act, 1956/ Partnership / LLP since the last three years.
2. The bidder should have minimum annual turnover of Rs. 40 lakhs during the last three financial years (2011-12, 2012-13, 2013-14 or Calendar years 2011, 2012, 2013 or the Bidder's financial year).
3. The bidder should be a profit (profit after tax) making company in any two of the last three financial years i.e. (2011-12, 2012-13, 2013-14 or Calendar years 2011, 2012, 2013 or the Bidder's financial year).
4. The bidder should not be currently blacklisted by any bank / institution in India or abroad.
5. The bidder must be an authorized dealer of the OEM for sales and service.
6. The Bidder should provide reference of 2 clients who have procured similar toners from them during the last 2 years as on the date of submission of Bid.

### **4.3 Eligibility Criteria Response Sheet**

The Bidders should complete the Eligibility Criteria Response Sheet as given in Annexure - H.

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

## Section 5 - Instruction to Bidders

### **A. The Bidding Document**

#### **5.1 RFQ**

RFQ shall mean Request for Quotation.

Bid, Tender and RFQ are used to mean the same.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

#### **5.2 Cost of Bidding**

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

#### **5.3 Clarifications of Bidding Documents**

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

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

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

Replies to all the clarifications, modifications received through mail and email will be posted on NPCI's website. Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.

#### **5.4 Amendment of Bidding Documents**

1. At any time prior to the deadline for submission of bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
3. In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFQ.

## **B. Preparation of Bid**

### **5.5 Bid Price**

Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi, if any, will be paid additionally, at actual on production of receipt.

The VAT/Sales Tax should be shown separately in the Price Schedule.

### **5.6 Earnest Money Deposit (EMD)**

The Bidder is required to deposit Rs 50,000/- (Rupees Fifty thousand only) in the form of a Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled Commercial Bank, valid for six months with a claim period of **12 months**, after the expiry of validity of the bid or Bank Guarantee as per the statutory provisions in force, as per format in Annexure A1 or A2 as Earnest Money Deposit.

No interest will be paid on the EMD.

### **5.7 Return of EMD**

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFQ.

EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

### **5.8 Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / proposal before furnishing Performance Guarantee.
- d) Bidder violates any of the provisions of the RFQ up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within seven days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Guarantee within stipulated period from the date of execution of the contract. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

### **5.9 Period of Validity of Bids**

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

### **5.10 Extension of Period of Validity**

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

### **5.11 Format of Bid**

The bidder shall prepare two copies of the Technical bid (one hard copy marked as ORIGINAL and one soft copy of the Bid). In case of any discrepancy between them, the original shall govern.

The commercial bid will be submitted only as hard copy.

### **5.12 Signing of Bid**

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

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

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

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

## **C. Submission of Bid**

### **5.13 Envelope bidding process**

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '**Request for Quotation for Supply of Toners**'.

The inner and outer envelopes shall be addressed to NPCI at the address mentioned in Section 1.

The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the bids misplacement or premature opening.

### **5.14 Contents of the 3 Envelopes**

#### **Envelope A - Eligibility Bid**

The following documents shall be inserted inside Envelope A:

- 1 Bid Cost in the form of Demand draft/Pay order
- 2 Bid Earnest Money in the form of Demand Draft - Annexure A1 **OR** Bid Earnest Money in the form of Bank Guarantee - Annexure A2
- 3 Bid Offer form (without price) - Annexure B
- 4 Bidder Information - Annexure C
- 5 Declaration for Clean Track Record - Annexure D
- 6 Declaration of Acceptance of Terms and Conditions - Annexure E
- 7 Declaration of Acceptance of Scope of Work - Annexure F
- 8 Power of Attorney for signing of bid - Annexure G
- 9 Eligibility Criteria Matrix - Annexure H (should be supported with all documentary evidence as prescribed)
- 10 OEM/Manufacturer Authorization Letter - Annexure I
- 11 Last three years audited balanced sheet and profit and loss statements.
- 12 RFQ document duly sealed and signed by the authorized signatory on each page
- 13 All necessary supporting documents

### **Envelope B - Technical Bid**

The following documents shall be inserted inside Envelope B:

- 1 Section 12 - Technical Requirements duly completed - Annexure J
- 2 Client Reference - Annexure K
- 3 Entire commercial bid with price masked.

### **Envelope C - Commercial Bid**

- 1 Commercial Bid Form - Annexure M
- 2 Commercial Bid Format - Annexure N

#### **5.15 Bid Submission**

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

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

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

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

#### **5.16 Bid Currency**

All prices shall be expressed in Indian Rupees only.

#### **5.17 Bid Language**

The bid shall be in English Language.

#### **5.18 Rejection of Bid**

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

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

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

#### **5.19 Deadline for Submission**

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

#### **5.20 Extension of Deadline for submission of Bid**

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

#### **5.21 Late Bid**

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

#### **5.22 Modifications and Withdrawal of Bids**

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

No bid will be modified after the deadline for submission of bids.

#### **5.23 Right to Reject, Accept/Cancel the bid**

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

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

#### **5.24 RFQ Abandonment**

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

#### **5.25 Bid Evaluation Process**

The Bid Evaluation will be carried out in 2 stages.

#### **5.26 Contacting NPCI**

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



## **Section 6 - Bid Opening**

### **6.1 Opening of Bids**

Bids will be opened in 2 stages:

Stage 1 - In this first stage, the Eligibility bid i.e. Envelope 'A' and the Technical Bid i.e. Envelope 'B' will be opened.

Stage 2 - In the second stage the Commercial Bid i.e. Envelope 'C' will be opened.

### **6.2 Opening of Envelope 'A'- Eligibility bids and Envelope 'B'- Technical bids**

NPCI will open Eligibility bid (Envelope 'A') and Technical bids (Envelope 'B') in presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Company Identity card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

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

### **6.3 Opening of Envelope C - Commercial Bids**

Only those Bids that are technically qualified will be eligible for opening of commercial bids i.e. Envelope "C" and will be intimated the date, time and address for opening of Commercial Bids.

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity Cards to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.

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

## Section 7 - Bid Evaluation

### 7.1 Preliminary Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

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

NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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

### 7.2 Evaluation of Technical Bids

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

- a) Compliance to Technical Specifications as specified in the RFQ duly supported by documentary evidence will be evaluated in detail.
- b) Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- c) NPCI may interact with the Customers, whose references have been submitted by the Bidder, if required.

### 7.3 Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders will be opened. Arithmetic errors in the Bids submitted shall be treated as follows:

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

### 7.4 Successful Evaluated bidder:

NPCI proposes to empanel two bidders for Supply of Toners. Bidder whose bid price is the lowest will be declared as the L1 Bidder.

Post selection of the L1 bidder, in order to arrive at the **second bidder** to be **empanelled** for Supply of Toners, L2 bidder will be requested to match the quote of the L1 bidder. If the L2 bidder refuses, then this will continue until the last technically qualified bidder refuses to match the price. If none of the other bidders are willing to match the price quoted by the L1 bidder, the L1 bidder will be considered for selection as the successful evaluated bidder.

## Section 8 - Terms and Conditions

### 8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, it will proceed with obtaining internal approvals and prior to expiration of the period of bid validity, NPCI will send Notification of Award to the selected bidder.

### 8.2 Single Bid Situation

Even if NPCI receives single bid or eventually there is only one bidder who qualifies in the technical evaluation process, NPCI may proceed towards commercial evaluation & subsequent identification of the vendor as mentioned in the RFQ evaluation section.

### 8.3 Term of the Order

The term of the Order will be initially for six (6) months from the date of issuance of Purchase Order. The term of the Order may be extended for an extended six (6) months at the discretion of NPCI after review of prices at the end of the first 6 months.

### 8.4 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- Upon the successful bidder accepting the Purchase Order and signing the contract, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### 8.5 Performance Bank Guarantee

The Successful bidder shall submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order, valid for 6 months, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG) as per statutory provision in force, within 14 working days of receipt of Purchase Order.

In case the successful bidder does not submit the PBG, NPCI shall withhold an amount equal to the value of the PBG from the payment due to the bidder.

### 8.6 Taxes and Duties

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

Prices should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi, if any, shall be reimbursed to supplier by NPCI at actual on production of original receipt. The benefits realized by supplier due to lower rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.

### 8.7 Terms of Delivery

Toners shall be delivered within 2 week for Mumbai locations and within 3 weeks for Chennai, Kolkata, Hyderabad and Delhi locations from the date of receipt of Purchase Order at the aforesaid address

### 8.8 Penalty for default in delivery

If the successful bidder does not deliver the Toners as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below:

- a) Non Delivery of above at NPCI - at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.
- b) In case the delay exceeds 10 days beyond the stipulated delivery period of RFQ, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.
- c) Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

#### 8.9 Prices

There shall be no increase in price for any reason whatsoever during the period of 6 months from the date of acceptance of the Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained

#### 8.10 Repeat Order:

NPCI reserves the right to place Purchase Orders with the Supplier for any or all of the goods at the agreed unit rate, i.e. the rate contract for a period of six months from the date of notification of award / Purchase Order. The prices will be reviewed at the end of the first six (6) months.

NPCI also reserves the right to place repeat orders during the extended term of 6 months after the initial period of 6 months, at the same or revised prices as per Clause # 8.3 above.

#### 8.11 Payment Terms

- 100% payment payable against delivery of material to said locations. Payment shall be made within 30 days from the date of receipt of correct Invoice along with the delivery challan duly accepted by NPCI official.
- Invoice shall contain PAN and registration numbers for Service Tax, VAT, etc.

#### 8.12 Deliverables

Sr.No	Printer Model	Toner Part Code	Colour if any	Quantity
A) Chennai				
1	HP LASERJET PRINTER WITH DUPLEXER M5035 MFP	Q7570	NA	4
2	HP P2055 (2)	CE505A	NA	1
3	BROTHER MFC-8880DN	TN3250	NA	2
B) Kolkata				
4	HP LaserJet Professional Hotspot M1218nfs MFP	CC 388A	NA	6
C) Mumbai DC				
5	Brother soft MFC 8880DN	TN3250	NA	3
D) Goregaon				
6	HP LJ M1536DNF MFP-Goregaon (10)	78A	NA	60
7	HP LJ P2055D-Goregaon	CE505A	NA	1
8	HP LJ M9050 MFP-Goregaon	43X	NA	3

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9	HP HOTSPOT LaserJet Pro M1218 NFS-Goregaon	88A	NA	3
10	HP Colour LJ CP1215-Goregaon	CB540A	Black	1
		CB541A	Cyan	1
		CB542A	Yellow	1
		CB543A	Magenta	1
11	HP LJT 500 CMFP M570 -Goregaon(Ram Rastogi)	CE400A	Black	1
		CE401A	Cyan	1
		CE402A	Yellow	2
		CE403A	Magenta	1
12	Sharp Printer	MX-312AT	NA	1
<b>E) BKC(RBI)</b>				
13	LJM1136 MFP	88A	NA	4
14	HP HOTSPOT Laserjet Pro M1218 NFS	88A	NA	3
15	HP LJ M3035 MFP(2)	51A	NA	3
16	Samsung SCX 4728FD MFP	MLT-D103L	NA	2
17	Sharp Printer	MX-312AT	NA	1
<b>E)Hyderabad</b>				
18	Laser JET Printer 600 M602	CA390A	NA	2
19	HP Laser Jet HP CJ1536	CE278A	NA	2
<b>E)Delhi</b>				
20	HP HotspotM1218nfsMFP	CC388A	NA	2
2	HP LaserJet M5025MFP	Q7570A	NA	2

**8.13 Confidentiality**

The Bidder shall treat the details of the documents as secret and confidential.

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

The Party's obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

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

**8.14 Indemnity**

The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the

bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.

#### **8.15 Bidder's Liability**

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order.

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

#### **8.16 Order Cancellation**

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

- i. Delay in customization / implementation / installation beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service / hardware / functionality of software expected during the implementation, rollout and subsequent maintenance process.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular product would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFQ represent a firm offer to contract on the terms and conditions described in the RFQ document

#### **8.17 Force Majeure**

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to

prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

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

Notwithstanding the provisions of the SOW, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving NPCI or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

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

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

#### **8.18 Resolution of Disputes**

All disputes or differences between NPCI and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

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

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

1. In case of Dispute or difference arising between NPCI and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Supplier. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Supplier.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual agreement between the parties.

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

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI

/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

#### **8.20 Legal Compliances**

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

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

#### **8.21 Compliance of Labour and other Law:**

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

#### **8.22 Intellectual Property Rights**

All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.



### **8.23 Statutory Compliance**

Bidder shall comply and ensure strict compliance by his employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify NPCI from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against NPCI under Workmen Compensation Act, 1923, The Employees Provident Fund Act, 1952, The Purchase Order Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, etc. Shop and Establishment Act and any Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

Bidder shall ensure to keep and maintain all the statutory registers, records as required under provisions of contract of Labour(R&A) Act,1970, Minimum Wages Act and the rules made thereunder, Employees Provident Fund Act, 1952 and keep the same available for inspection by NPCI and Government Authorities.

### **8.24 Applicable Law, Jurisdiction and Governing Language**

**Applicable Law:** The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

### **8.25 Governing Language**

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

### **8.26 Fraudulent and Corrupt Practice**

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

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

NPCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project

### **8.27 Statutory Compliance**

Bidder shall comply and ensure strict compliance by his employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify NPCI from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against NPCI under Workmen Compensation Act, 1923, The Employees Provident Fund Act, 1952, The Purchase Order Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, etc. Shop and Establishment Act and any Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

Bidder shall ensure to keep and maintain all the statutory registers, records as required under provisions of contract of Labour(R&A) Act,1970, Minimum Wages Act and the rules made thereunder, Employees Provident Fund Act, 1952 and keep the same available for inspection by NPCI and Government Authorities.

**8.28 Addresses for Notices**

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director & CEO  
**National Payments Corporation of India**  
C-9, 8th Floor, RBI Building,  
Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051

Supplier's address for notice purpose: (To be filled by supplier)

**Section 9 - Documents forms to be put in Envelope A**

**Annexure A1 - Bidder's Letter for EMD**

To,

The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra(E), Mumbai - 400 051.

**Subject: RFQ No. NPCI/RFQ/2014-15/IT/000036 dated 25.03.2015 for "Request for Supply of Toners"**

We have enclosed an EMD in the form of a Demand Draft No.\_\_\_\_ issued by the branch of the \_\_\_\_\_Bank, for the sum of Rs. 50,000/- (Rupees Fifty thousand only). This EMD is as required by clause 5.6 of the Instructions to Bidders of the above referred RFQ.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure A2 - Bid Security (Bank Guarantee)**

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

**National Payments Corporation of India:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under RFQ No.

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

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs.50,000/- (Rupees Fifty thousand only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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

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

This guarantee will expire:

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

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

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

\_\_\_\_\_  
[Signature]

**Annexure A3 - Bid Security (Performance Bank Guarantee)**

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA  
C-9, 8th Floor, RBI Premises  
Bandra Kurla Complex, Bandra (E)  
Mumbai- 400 051.

Performance Bank Guarantee No:

We have been informed that----- ( hereinafter called “the Supplier”) has received the purchase order no. “-----” dated ----- issued by National Payments Corporation of India (NPCI), for ----- (hereinafter called “the Purchase Order”).

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to NPCI.

At the request of the Supplier, We ----- (name of the Bank , the details of its incorporation) having its registered office at ----- and, for the purposes of this Guarantee and place where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as "Bank" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of Rs.----- (in figures) (Rupees----- (in words)----- only) upon receipt by us of your first demand in writing declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with -(Bank Name & Issuing branch address)-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- (Amount in figures and words).

This bank guarantee is valid upto -----.

The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within twelve months from the date of the expiry of the validity period of this Bank Guarantee.

Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- ( date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to ----- (Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. ----- (Amount in figures & words); (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) Claim Expiry Date (date should be one year from the date of expiry of this Bank Guarantee).

All claims under this Bank Guarantee will be payable at ----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

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

(Bidder's Letter Head)

Date:

To

The Chief Executive Officer  
National Payments Corporation of India  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex, Bandra (East),  
Mumbai - 400 051

Dear Sir,

**Subject: RFQ No. NPCI/RFQ/2014-15/IT/000036 dated 25.03.2015 for "Request for Quotation Supply of Toners".**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.

Request for Quotation for Supply of Toners

We undertake to comply with the terms and conditions of the bid document. We understand that NPCI may reject any or all of the offers without assigning any reason whatsoever.

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of “National Payments Corporation of India” or Bank Guarantee valid for \_\_\_\_days for an amount of Rs (Rs. Fifty thousand only ) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

**Annexure C - Bidder Information**

(Bidder's Letter Head)

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code)			
11	E-Mail of the contact person:			
12	Fax No. (with STD Code)			
13	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
14	Year	201-12	2012-13	2013-14
15	Net worth			
16	Turn Over			
17	PAT			



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

(Bidder's Letter Head)

To,

The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra(E), Mumbai - 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFQ document for selection of vendor for **RFQ No. NPCI/RFQ/2014-15/IT/000036 dated 25.03.2015- Request for Quotation for Supply of Toners**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

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

**Annexure E - Declaration for Acceptance of RFQ Terms and Conditions**

(Bidder's Letter Head)

To,

The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra- Kurla Complex  
Bandra (E), Mumbai - 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFQ document for selection of vendor for RFQ No. **NPCI/RFQ/2014-15/IT/000036 dated 25.03.2015- Request for Quotation for Supply of Toners**. I declare that all the provisions of this RFQ/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure F - Declaration for Acceptance of Scope of Work**  
(Bidder's Letter Head)

To,

The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra(E), Mumbai - 400 051.

Sir,

I have carefully gone through the Scope of Work contained in the RFQ document for selection of vendor for **RFQ No. NPCI/RFQ/2014-15/IT/000036 dated 25.03.2015- Request for Quotation for Supply of Toners.**

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure G - Format Power of Attorney**

(On Stamp paper of Rs 100/-)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **NPCI/RFQ/2014-15/IT/000036 dated 25.03.2015 - Request for Quotation for Supply of Toners** in response to the RFQ by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.  
For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

Signature)  
(Name Designation)  
Date:  
Business Address:

**Annexure H - Eligibility Criteria Compliance**

(Bidder's Letter Head)

Sr.No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	The bidder should be a Company registered under the Companies Act, 1956/ Partnership / LLP since the last three years.		Valid company Registration Certificate
2	The bidder should have minimum annual turnover of Rs. 40 lakhs during the last three financial years (2011-12, 2012-13, 2013-14 or Calendar years 2011, 2012, 2013 or the Bidder's financial year).		Audited balance sheets to be submitted
3	The bidder should be a profit (profit after tax) making company in any two of the last three financial years i.e. (2011-12, 2012-13, 2013-14 or Calendar years 2011, 2012, 2013 or the Bidder's financial year).		Audited balance sheets to be submitted
4	The bidder should not be currently blacklisted by any bank / institution in India or abroad.		As per Annexure-E
5	The bidder must be an authorized dealer of the OEM for sales.		Documentary evidence to be provided
6	The Bidder should provide reference of 2 clients who have procured similar toners from them during the last 2 years as on the date of submission of Bid.		Documentary evidence: 1. Purchase Orders from client 2. Corresponding successful Implementation/ Completion certificate from client as per PO submitted.

**Annexure I - OEM / Manufacturer's Authorization Letter**

(Bidder's Letter Head)

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]*

Date:

To:

WHEREAS

We \_\_\_\_\_, are official manufacturers/OEM vendors of \_\_\_\_\_.  
We \_\_\_\_\_ do hereby authorize M/S \_\_\_\_\_ to submit a bid the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Section 12 - Documents to be put in Envelope 'B'**

(Bidder's Letter Head)

**Annexure J - Technical Evaluation Compliance**

Sr. No	Printer Model	Toner Part Code	Colour if any	Quantity	Compliance (Yes/No)
<b>A) Chennai</b>					
1	HP LaserJet printer with duplexer m5035 MFP	Q7570	NA	4	
2	HP P2055 (2)	CE505A	NA	1	
3	Brother MFC-8880dn	TN3250	NA	2	
<b>B) Kolkata</b>					
4	HP Laserjet Professional Hotspot M1218nfs MFP	CC 388A	NA	6	
<b>C) Mumbai DC</b>					
5	Brother soft MFC 8880DN	TN3250	NA	3	
<b>D) Goregaon</b>					
6	HP LJ M1536DNF MFP-Goregaon (10)	78A	NA	60	
7	HP LJ P2055D-Goregaon	CE505A	NA	1	
8	HP LJ M9050 MFP-Goregaon	43X	NA	3	
9	HP HOTSPOT Laserjet Pro M1218 NFS-Goregaon	88A	NA	3	
10	HP Colour LJ CP1215-Goregaon	CB540A	Black	1	
		CB541A	Cyan	1	
		CB542A	Yellow	1	
		CB543A	Magenta	1	
11	HP LJT 500 CMFP M570 -Goregaon(Ram Rastogi)	CE400A	Black	1	
		CE401A	Cyan	1	
		CE402A	Yellow	2	
		CE403A	Magenta	1	
12	Sharp Printer	MX-312AT	NA	1	
<b>E) BKC(RBI)</b>					
13	LJM1136 MFP	88A	NA	4	
14	HP HOTSPOT Laserjet Pro M1218 NFS	88A	NA	3	
15	HP LJ M3035 MFP(2)	51A	NA	3	
16	Samsung SCX 4728FD MFP	MLT-D103L	NA	2	
17	Sharp Printer	MX-312AT	NA	1	
<b>E) Hyderabad</b>					
18	Laser JET Printer 600 M602	CA390A	NA	2	
19	HP Laser Jet HP CJ1536	CE278A	NA	2	
<b>E) Delhi</b>					

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20	HP HotspotM1218nfsMFP	CC388A	NA	2	
21	HP LaserJet M5025MFP	Q7570A	NA	2	

Dated this..... Day of.....2015

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



**Annexure K - Client Reference**

(Bidder's Letter Head)

**Client Reference Details**

<b>Sr.No</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name)  
Duly authorized to sign Bid for and on behalf of

(In the capacity of)

**Section 13 - Documents to be put in Envelope 'C'**

**Annexure M - Commercial Bid Form**

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

**Re: NPCI/RFQ/2014-15/IT/000036 dated 25.03.2015 for Request for Quotation for Supply of Toners**

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

We undertake, if our Bid is accepted, to provide \_\_\_\_\_ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this..... Day of.....2015

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

## Annexure N - Commercial Bid Format

(Bidder's Letter Head)

Table - A

Sr.No	Printer Model	Toner Part Code	Colour if any	Unit Cost (Rs)	Tax (Rs)	Sub Total (A) (Rs)	Quantity (B)	Total Price (Rs.) (A*B)
<b>A) Chennai</b>								
1	HP LaserJet printer with duplexer m5035 MFP	Q7570	NA				4	
2	HP P2055 (2)	CE505A	NA				1	
3	Brother MFC-8880dn	TN3250	NA				2	
<b>B) Kolkata</b>								
4	HP Laserjet Professional Hotspot M1218nfs MFP	CC 388A	NA				6	
<b>C) Mumbai DC</b>								
5	Brother soft MFC 8880DN	TN3250	NA				3	
<b>D) Goregaon</b>								
6	HP LJ M1536DNF MFP-Goregaon (10)	78A	NA				60	
7	HP LJ P2055D-Goregaon	CE505A	NA				1	
8	HP LJ M9050 MFP-Goregaon	43X	NA				3	
9	HP HOTSPOT Laserjet Pro M1218 NFS-Goregaon	88A	NA				3	
10	HP Colour LJ CP1215-Goregaon	CB540A	Black				1	
		CB541A	Cyan				1	
		CB542A	Yellow				1	
		CB543A	Magenta				1	
11	HP LJT 500 CMFP M570 -Goregaon(Ram Rastogi)	CE400A	Black				1	
		CE401A	Cyan				1	
		CE402A	Yellow				2	
		CE403A	Magenta				1	
12	Sharp Printer	MX-312AT	NA				1	
<b>E) BKC(RBI)</b>								
13	LJM1136 MFP	88A	NA				4	
14	HP HOTSPOT LaserJet Pro M1218 NFS	88A	NA				3	
15	HP LJ M3035 MFP(2)	51A	NA				3	
16	Samsung SCX 4728FD MFP	MLT-D103L	NA				2	
17	Sharp Printer	MX-312AT	NA				1	
<b>E) Hyderabad</b>								
18	Laser JET Printer 600 M602	CA390A	NA				2	
19	HP Laser Jet HP CJ1536	CE278A	NA				2	
<b>E) Delhi</b>								

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20	HP HotspotM1218nfsMFP	CC388A	NA				2	
21	HP LaserJet M5025MFP	Q7570A	NA				2	
<b>Total</b>								

Dated this..... Day of..... 2015

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of