



**REQUEST FOR QUOTATION
FOR AMC FOR SERVERS AND DRIVES**

RFQ Reference Number: NPCI/RFQ/2014-15/IT/0028 Dated: 15.01.2015

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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.

Important Detail about RFQ

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. Eligibility, Technical and commercial bids prepared in accordance with the RFQ document.
2. Envelope "A" Eligibility Criteria Response.
3. Envelope "B" Technical Response
4. Envelope "C" Commercial bid.
5. RFQ document duly sealed and signed by the authorized signatory on every page.
6. Demand Draft / Pay Order for Rs.2,247.00 (i.e. Rs.2,000+Service Tax@12.36%) (Rs. Two Thousand Two Hundred and Forty seven only) towards cost of Bid document in Envelope – 'A'
7. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/- (Rupees One Lakh Only) towards Bid Security in Envelope – "A" Earnest Money Deposit (EMD)
8. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
8. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
9. All the pages and documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.
10. Prices to be quoted in Indian Rupees (INR).

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Section 1 – BID Schedule and Address

| | | |
|--------|---|--|
| S. No. | Description | |
| | Name of Project | RFQ for AMC for Servers & Drives |
| 1 | Tender Reference Number | NPCI/RFQ/ 2014-15/0028 Dated: 15.01.2015 |
| 2 | Date of publishing of RFQ Document on the Website | 15.01.2015 |
| 3 | Last date and time of receiving vendor Pre-bid clarifications in writing | 24.01.2015 15.00 Hrs |
| 4 | Date of Pre-bid Meeting | NA |
| 5 | Last date and time for Submission Bids | 05.02.2015 15.00 Hrs |
| 6 | a) Date and Time of Eligibility & Technical Bid Opening b) Date and Time of Commercial Bid Opening | 05.02.2015 15.30 Hrs Will be Informed to the qualified Bidders |
| 7 | Place of Bid Submission and opening of Bids | National Payments Corporation of India, 8th Floor, R Tech Park, off Western Express Highway, Nirlon Complex , Near HUB Mall , Goregaon-East, Mumbai – 400063 |
| 8 | Name and Address for communication | Head-IT Procurement National Payments Corporation of India 8th Floor, R Tech Park, off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai – 400063 E-mail: itprocurement@npci.org.in |
| 9 | Bid Related Queries | 1) Mr. Prashant Awale:+918108108650 Email : prashant .awale@npci.org.in 2) Ms. Minaz Satani: +918879772860 Email: minaz.satani@npci.org.in 3) Ms.Sheetal Dhale:+918108108631 Email: Sheetal.dhale@npci.org.in |
| 10 | Bid Cost | Rs 2,247.00 (Rs 2,000.00 + Service Tax) |
| 11 | EMD | Rs.1,00,000/- |

- Note:
1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
 2. Date and Time & Address for Commercial Bid Opening will be intimated later to eligible qualified Bidder.
 3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" of amount Rs.2, 247.00 (i.e. Rs.2,000+Service Tax@12.36%) (Non-Refundable) payable at Mumbai.
 4. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/- (Rupees One Lakh Only) towards Bid Security in Envelope – "A" Earnest Money Deposit (EMD)

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 at C-9, 8th Floor, RBI Premises, Bandra - Kurla Complex, Bandra (East), Mumbai, India.- 400 051. 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 vision, mission and objective of NPCI is 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 identify a vendor for providing comprehensive maintenance for identified Servers & Drives for a period of 2 years as mentioned in this RFQ document.

SECTION 3 – SCOPE OF WORK

3.1 SCOPE OF WORK FOR SERVERS AND DRIVES:

The Vendor shall provide comprehensive maintenance of Servers and Drives, including spare parts but excluding consumables for a period of 2 years:

3.1.1 Nature of Support required as per Annexure-T 5 (B) Scope of Work Compliance.

3.1.2 Service Window & Call registration: 24*7 Support (All days)

3.1.3 Response: Within 4 hours.

3.1.4 Resolution: within 6 hrs. of call logging

3.1.5 Call Registration Process: Via Web, Phone & mail.

3.1.6 The Vendor shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by NPCI.

3.1.7 Well trained engineers for Hardware and Software (wherever applicable) are to be arranged by the Vendor.

3.1.8 All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealers or Manufacturers.

3.1.9 Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.

3.1.10 The Vendor shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the NPCI official.

3.1.11 To co-ordinate with OEMs for support for configuration issues, hardware replacement etc.

3.1.12 To provide patches / upgrades of IOS during the period of AMC, wherever applicable, without any extra cost to NPCI.

3.1.13 To provide support for the servers and drives devices in case they are shifted to other location.

3.1.14 All the above assets are in working condition and are in use which may be verified before commencement of AMC.

3.1.15 The scope of work is to provide support at the specified offices of NPCI. The addresses are as under:

1. Data Centre – Mumbai, BKC

National Payments Corporation of India
C/o Tata Communications Ltd,
Tower A, 3rd floor and 4th Floor, Plot nos. C21 and C36, G Block,
Bandra Kurla Complex, Bandra – East, Mumbai 400 098.

2. Data Centre - Chennai

National Payments Corporation of India
C/O Reliance communications ltd,
Reliance Internet Data Centre
1st floor, IDC, Reliance house,
No.6, Haddows Road, Nungambakkam,
Chennai – 600 006.

3.2 List of Servers & Drives to be covered under the comprehensive on-site maintenance under this RFQ is as under:

| Sr.No | Assets Name | Location | MAKE & MODEL | Serial No. | Qty | AMC Start Date |
|--------------|-------------|------------|---|------------|-----------|----------------------------|
| 1 | SERVER | MUMBAIDC | DEL R910 | HQ658R1 | 1 | 13-Mar-15 |
| 2 | SERVER | MUMBAIDC | DEL R910 | HP658R1 | 1 | 13-Mar-15 |
| 3 | SERVER | CHENNAI DC | DEL R910 | HGJ78R1 | 1 | 07-Mar-15 |
| 4 | SERVER | MUMBAIDC | DEL R910 | FP658R1 | 1 | 13-Mar-15 |
| 5 | SERVER | CHENNAI DC | DEL R910 | FJKZ7R1 | 1 | 07-Mar-15 |
| 6 | SERVER | CHENNAI DC | Del-R710-Rackmount Del-power Edge™ R710 | CZNN7R1 | 1 | 19-Mar-15 |
| 7 | SERVER | MUMBAIDC | dell rack mount server | JYNN7R1 | 1 | From Date of receipt of PO |
| 8 | Tape Drive | CHENNAI DC | 02R15 | 78P4831 | 1 | From Date of receipt of PO |
| 9 | Tape Drive | CHENNAI DC | 02R15 | 78R5502 | 1 | From Date of receipt of PO |
| 10 | Tape Drive | MUMBAI DC | Dell - Rack-E7 | 378LHF1 | 1 | From Date of receipt of PO |
| 11 | Tape Drive | MUMBAI DC | IBM Rack-E9 | 78R5464 | 1 | From Date of receipt of PO |
| 12 | Tape Drive | MUMBAI DC | Rack-F7 | 78-P4878 | 1 | From Date of receipt of PO |
| TOTAL | | | | | 12 | |

SECTION 4 – ELIGIBILITY CRITERIA

4.1 Pre-requisite:

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFQ document. The Bidder should also possess technical know-how and 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. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

4.2.1 The Bidder should be a Company registered under the Companies Act, 1956 since last three years.

4.2.2 The bidder should have minimum annual turnover of Rs.50 lakhs during the last three financial years 2011-12, 2012-13, 2013-14 or Calendar Years 2011, 2012 and 2013 or the Bidder's financial year.

4.2.3 The Bidder should be a profit (profit after tax) making Company in any one of the last three

financial years i.e.2011-2012,2012-2013,2013-2014 or Calendar years 2011,2012,2013 or the bidder’s financial year.

4.2.4 The Bidder should be an authorised service provider for Dell Equipments.

4.2.5 The Bidder should not be currently blacklisted by any Government/Government agency/ Bank/ institution in India or abroad.

4.2.6 The Bidder should provide references of two clients, who have availed similar services from the bidder during the last 2 years as on date of submission of bids.

4.2.7 The Bidder should be able to provide support at Mumbai and Chennai.

SECTION 5 - DURATION OF AMC:

5.1 Duration of AMC

5.1.1 The duration of the maintenance period shall be two years as mentioned against each asset in clause 3.2 “List of Server and Drives” to be covered under the comprehensive on-site maintenance under this RFQ”.

SECTION 6 – INSTRUCTION TO BIDDERS

A. The Bidding Document

6.1 RFQ:

1. RFQ shall mean Request for Proposal
2. Bid, Tender and RFQ are used to mean the same.

6.2 Content of Bidding Document:

6.2.1 The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 6.11.

6.3 Clarifications of Bidding Documents:

6.3.1 A prospective Bidder requiring any clarification on 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.

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

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

B. Preparation of Bid

6.4 Bid Price:

6.4.1 Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever. Taxes should be shown separately in the Price Schedule.

6.5 Earnest Money Deposit (EMD):

6.5.1 The bidder is required to deposit Rs. 1,00,000/- (Rupees One Lakhs Only) in the form of Demand Draft/ Pay Order in the favor of "National Payments Corporation of India" payable at Mumbai as Earnest Money Deposit or Bank Guarantee as per the format, issued by a scheduled Commercial Bank valid for six months as with the claim period of one year from the date of expiry of the validity of the BG as per the statutory provisions in this regard.

6.5.2 No interest will be paid on the EMD.

6.6 Return of EMD:

6.6.1 The EMD of the successful Bidder/s shall be returned / refunded after furnishing Performance Guarantee as required in the RFQ.

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

6.7 Forfeiture of EMD:

6.7.1 The EMD made by the bidder will be forfeited if:

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

6.8 Period of Validity of Bids:

6.8.1 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.

6.9 Format of Bid:

6.9.1 The bidders shall prepare one hard copy (marked as "ORIGINAL") of the Bid.

6.10 Signing of Bid:

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

C Submission of Bid

6.11 Three-Envelope Bidding process:

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

6.11.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as "Request for Proposal (RFQ) for AMC for Server and Drives"

6.11.3 The inner and outer envelopes shall

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

6.12 Contents of the 3 Envelopes:

6.12.1 Envelope "A" Eligibility Criteria. The following documents shall be inserted in Envelope A:

1. Bidders Letter for EMD-(Annexure-1).
OR
Bid Security (Bank Guarantee)-(Annexure-2-(1))
Performance bank Guarantee-(Annexure-2-(2))
2. Manufacturer's Authorization Form (Annexure-3)
3. Bidder Information – (Annexure-4)
4. Eligibility Criteria Matrix – (Annexure-5)
5. Declaration Regarding Clean Track record by Bidder – (Annexure-6)
6. List of Service Centres.
7. RFQ document duly signed by the authorized signatory
8. Demand Draft / Pay Order for Rs.2,247.00 (i.e. Rs.2,000+Service Tax@12.36%) (Rs. Two Thousand Two Hundred & Forty Seven only) towards cost of Bid document in Envelope – 'A'

6.12.2 Envelope "B" Technical Bid:

The following documents shall be inserted in Envelope B

1. Compliance sheet for Technical Specifications – (Annexure-7).
2. Masked Commercial bid.

6.12.3 Envelope "C" Commercial Bid: (Annexure-C-2).

1. Commercial price format– Annexure-C1-A
 - (I) PRICE FORMAT FOR SERVERS
 - (II) PRICE FORMAT FOR TAPE DRIVES
2. Commercial bid form –Annexure-C 2

6.13 Bid Submission:

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

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

6.14 Bid Currency:

6.14.1 All prices shall be expressed in Indian Rupees only.

6.15 Bid Language:

6.15.1 The bid shall be in English Language.

6.16 Deadline for Submission:

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

6.17 Extension of Deadline for submission of Bid:

6.17.1 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.

6.18 Late Bid:

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

6.19 Modifications and Withdrawal of Bids:

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

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

6.20 Right to Reject, Accept / Cancel the bid:

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

6.20.2 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.

6.21 RFQ Abandonment:

6.21.1 NPCI may at its discretion abandon the RFQ process any time before the issuance of Purchase Order.

6.22 Bid Evaluation Process:

6.22.1 The Bid Evaluation will be carried out in 2 stages.

6.23 Contacting NPCI:

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

SECTION 7 – BID OPENING

7.1 Opening of Bids:

7.1.1 Bids will be opened in 2 stages:

Stage 1 – In the first stage only the Eligibility and Technical Bids i.e. Envelope A and Envelope B, will be opened.

Stage 2 – In the second stage the Commercial Bids i.e. Envelope C will be opened.

7.2 Opening of Technical Bids:

7.2.1 NPCI will open Envelopes “A” and “B” in the presence the of Bidder’s representatives who choose to be present on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time.

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

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

7.3 Opening of Commercial Bids:

7.3.1 Only those Bids that are technically qualified will be eligible for opening of commercial bids.

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

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

SECTION 8 – BID EVALUATION

8.1 Preliminary Examination of the Bids:

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

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

8.1.3 If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

8.2 Evaluation of the Bids:

8.2.1 Compliance to Requirement stipulated in the RFQ, duly supported by documentary evidence will be evaluated in detail.

8.2.2 Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.

8.2.3 NPCI may interact with the Customer references submitted by bidder, if required.

8.3 Evaluation of Commercial Bids:

8.3.1 Commercial bids of only the technically qualified shortlisted bidders will be opened and evaluated.

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

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

8.4 Successful Evaluated Bidder:

8.4.1 Bidder who has quoted the lowest will be declared as successful evaluated bidder who will be called L1 Bidder. NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order, or otherwise gets disqualified as per the terms of the RFQ, provided the L2 bidder matches the price quoted by the L1 bidder.

SECTION 9 – TERMS AND CONDITIONS

9.1 Notification of Award/Purchase Order:

- 9.1.1 After selection of the L1 bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award /Purchase Order to the selected Bidder

9.2 Single Bid Situation

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

9.3 Performance Bank Guarantee (PBG)

- 9.3.1 The Successful bidder shall submit a Performance Bank Guarantee (PBG), in the format prescribed by the NPCI, valid for 1 year to be renewed on yearly basis, with claim period of one year as per the statutory provisions in force, within 14 working days of the receipt of Purchase Order. The PBG should be for an amount equal to 10% of the value of the Purchase Order for the relevant year, i.e. 1st, 2nd year.
- 9.3.2 If the successful bidder does not submit this PBG, value of the PBG will be deducted from the payment to be made by NPCI.

9.4 Signing of Purchase Order:

- 9.4.1 Within 3 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order.
- 9.4.2 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient ground for the annulment of the award.

9.5 Taxes and Duties:

- 9.5.1 All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rate.
- 9.5.2 Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc.
- 9.5.3 The benefits realized by bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the bidder to NPCI.

9.6 Penalty for delay in services:

Penalty will be levied, if the calls are not resolved within 24 hours or one business day, as given below:

1. Servers & Drives-Rs.1000/- per equipment per day with the maximum of 5% of quarterly billing.

9.7 Payment Terms:

- 9.7.1 Payment for AMC shall be made quarterly in arrears, within 30 days from the date of receipt of correct Invoice along with the supporting documents.
- 9.7.2 Payment for AMC shall commence from the AMC start date as given in the clause no.3.1 respectively.
- 9.7.2 PAN card details should be furnished before claiming payment.

9.8 Price:

9.8.1 There shall be no increase in price for any reason whatsoever.

9.9 Confidentiality and Publicity

9.9.1 The Bidder and subcontractors if any shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure 8 hereof.

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 Parties '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.

9.10. Indemnity

9.10.1 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.

9.10.2 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.

9.11 Bidder's Liability

9.11.1 The selected Bidder will be liable for all the deliverables.

9.11.2 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.

9.11.3 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.

9.12 Termination of Contract

For Convenience: NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective.

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

For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).

9.13 Force Majeure

- 9.13.1 Notwithstanding the provisions of the RFP, 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 an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving NPCI or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
- 9.13.2 If force majeure situation arises, the Bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Bidder shall continue to perform its obligations under the contract as far as possible. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

9.15 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.

9.16 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.

9.17 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

Bidder's address for notice purpose:
(To be filled by bidder)

Section 10: Documents forms to be put in Envelope 'A'

ANNEXURE -1 BIDDER'S LETTER FOR EMD

(Envelope-'A')

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: 14-15/0028 dated 15.01.2015 for selection of vendor for the “RFQ for AMC for Servers and Drives”

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.1,00,000/- (Rupees One Lakh Only). This EMD is as required by clauses 6.5, 6.6 and 6.7 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:

(Envelope-‘A’)

ANNEXURE 2-(1) 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. _____ Rupees _____ 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:

(3) 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]

[Bank’s Name, and Address of Issuing Branch or Office]

ANNEXURE 2-(2) PROFORMA OF BANK GUARANTEE

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA
C-9, 8th Floor, RBI Premises
Bandra Kurla Complex, Bandra ©
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:

- (i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- (Amount in figures and words).
- (ii) This bank guarantee is valid upto -----.
- (iii) 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.
- (iv) 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- 3 Manufacturers/OEM Vendor Authorizations Form

(Envelope-'A')

[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 _____ having factories at _____ do hereby authorize _____ to submit a bid the purpose of which is to provide support service for the Goods, manufactured by us ____, and to subsequently negotiate and sign the Contract.

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

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on _____ day of _____, _____

ANNEXURE-4 BIDDER'S INFORMATION

| Details of the Bidder | | | | |
|---|---|---------|---------|---------|
| 1 | Name of the Bidder | | | |
| 2 | Address of the Bidder | | | |
| 3 | Status of the Company (Public Ltd/ Pvt. Ltd.) | | | |
| 4 | Details of Incorporation/Registration of the Company. Certificate to be submitted in Technical bid | Date: | | |
| | | Ref # | | |
| 5 | Details of Commencement of Business, if applicable | 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 | 2011-12 | 2012-13 | 2013-14 |
| 15 | Net worth | | | |
| 16 | Turn Over | | | |
| 17 | PAT | | | |

ANNEXURE-5 ELIGIBILITY CRITERIA MATRIX

(ENVELOPE-'A')

| Sr. No. | Description | Complied with statements | Proof attached |
|---------|---|--------------------------|--|
| 1. | Registered Company under the Companies Act, 1956 since the last Three years. | Yes/No | Proof should be Submitted |
| 2. | The bidder should have minimum annual turnover of Rs.50 lakhs during the last three financial years (2011-12, 2012-13 and 2013-14 or Calendar Years 2011, 2012 and 2013 or the Bidder's financial year). | Yes/No | Audited balance sheets & Profit /loss statement to be submitted. |
| 3. | The Bidder should be a profit (profit after tax) making Company in any one of the last three financial years (2011-12, 2012-13 and 2013-14 or Calendar Years 2011, 2012 and 2013 or the Bidder's financial year). | Yes/No | Audited balance sheets & Profit /loss statement to be submitted. |
| 4. | The Bidder should be authorized service provider for Dell equipments. | Yes/No | Manufacturers/OEM Vendor Authorizations form to be attached.(Annexure-3) |
| 5. | The Bidder should not be currently blacklisted by any Government/Government agency/ Bank/ institution in India or abroad. | Yes/No | Bidder submit clean track declaration separately(Annexure-6) |
| 6. | The Bidder should provide references of two clients, who have availed similar services from the bidder during the last 2 years as on date of submission of the bid. | Yes/No | Proof should be submitted |
| 7. | The Bidder should be able to provide support at Mumbai and Chennai. | Yes/No | Provide List Of Service Centres |

ANNEXURE-6 –DECLARATION REGARDING CLEAN TRACK RECORD BY BIDDER (Envelope-‘A’)

(On Company’s Letterhead)

To

The Chief Executive Officer
 National Payments Corporation of India
 13th Floor, South Side in R-Tech (Building 2),
 Pahadi, Goregaon (East),
 Mumbai – 400063
 Sir,

Re: Ref. No. NPCI: RFQ: 2014-15/0028 (RFQ for AMC for Servers and Drives) dated 15.01.2015.

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

Or

I declare the following

| No. | Country in which the Company debarred/blacklisted/case pending | Black listed/debarred By Government/ Semi Government organizations/ Institutions | Reason | Since when and for how long |
|-----|--|--|--------|-----------------------------|
| | | | | |

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

Yours faithfully,

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

ANNEXURE-7 COMPLIANCE SHEET FOR SCOPE OF WORK

(Envelope-'B')

1. Compliance and Scope of Work for Server and Drives details as under:

| SR.NO | ASSETS NAME | QTY | MAKE & MODEL | SERVICE WINDOW | YES\NO | RESOLUTION | YES\NO |
|-------|-------------|-----|---|------------------------|--------|-------------------|--------|
| 1 | SERVER | 1 | DEL R910 | (24*7) Monday-Saturday | | Next Business Day | |
| 2 | SERVER | 1 | DEL R910 | (24*7) Monday-Saturday | | Next Business Day | |
| 3 | SERVER | 1 | DEL R910 | (24*7) Monday-Saturday | | Next Business Day | |
| 4 | SERVER | 1 | DEL R910 | (24*7) Monday-Saturday | | Next Business Day | |
| 5 | SERVER | 1 | DEL R910 | (24*7) Monday-Saturday | | Next Business Day | |
| 6 | SERVER | 1 | Del-R710-Rackmount Del-power Edge™ R710 | (24*7) Monday-Saturday | | Next Business Day | |
| 7 | SERVER | 1 | dell rack mount server | (24*7) Monday-Saturday | | Next Business Day | |
| 8 | Tape Drive | 1 | 02R15 | (24*7) Monday-Saturday | | Next Business Day | |
| 9 | Tape Drive | 1 | 02R15 | (24*7) Monday-Saturday | | Next Business Day | |
| 10 | Tape Drive | 1 | Dell - Rack-E7 | (24*7) Monday-Saturday | | Next Business Day | |
| 11 | Tape Drive | 1 | IBM Rack-E9 | (24*7) Monday-Saturday | | Next Business Day | |
| 12 | Tape Drive | 1 | Rack-F7 | (24*7) Monday-Saturday | | Next Business Day | |
| | | 12 | | | | | |

SECTION 11 – DOCUMENTS TO BE PUT IN ENVELOPE 'C'

(Envelope 'C')

ANNEXURE-8 PRICE FORMAT FOR C1-A:

(I) PRICE FORMAT AMC FOR SERVER:

| SERVER | | | | | | |
|-------------------------|-------------------------|-------------------|-------------|-----|-------------------------------------|-------------------------------------|
| Sr. No. | Location | Make & Model Name | Description | QTY | 1 st year AMC Cost (Rs.) | 2 nd year AMC Cost (Rs.) |
| 1 | MUMBAI DC CHENNAI DC | DELL | SERVERS | 7 | | |
| TOTAL | | | | 7 | | |
| VAT/Sales Tax | | | | | | |
| Service Tax | | | | | | |
| SUB TOTAL | | | | | | |
| TOTAL A (1st Yr+2nd Yr) | | | | | | |

(II) PRICE FORMAT AMC FOR DRIVES:

| DRIVES | | | | | |
|-------------------------|-------------------------|-------------|-----|-------------------------------------|-------------------------------------|
| Sr. No. | Location | Description | QTY | 1 st year AMC Cost (Rs.) | 2 nd year AMC Cost (Rs.) |
| 1 | MUMBAI DC CHENNAI DC | TAPE DRIVES | 5 | | |
| TOTAL | | | 5 | | |
| VAT/Sales Tax | | | | | |
| Service Tax | | | | | |
| SUB TOTAL | | | | | |
| TOTAL B (1st Yr+2nd Yr) | | | | | |

(I) SUMMARY OF C1-A:

| SUMMARY FOR PRICE (INCLUSIVE OF TAXES) | | | | |
|--|----------------------------|-----|--------|--------|
| Sr.No | PRICES | QTY | Year 1 | Year 2 |
| 1 | TOTAL PRICE FOR SERVER | 7 | | |
| 2 | TOTAL PRICE FOR TAPE DRIVE | 5 | | |
| SUB TOTAL | | 12 | | |
| GRAND TOTAL | | | | |

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE- C2 COMMERCIAL BID FORM

(Envelope 'C')

(To be included in Commercial Bid Envelope)

To

Date:

The Chief Executive Officer
National Payments Corporation of India
13th Floor, South Side in R-Tech (Building 2)
Pahadi, Goregaon (East),
Mumbai – 400063

Dear Sirs,

Re: REF No. NPCI/RFQ/2014-15/0028 (RFQ for AMC for Servers & Drives) dated 15.01.2015.

Having examined the Bidding Documents placed along with RFQ, we, the undersigned, offer to provide the required maintenance support 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-8 NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this ----- day of -----, 2015 ("Effective Date") between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at C-9, 8th Floor, RBI Premises, Bandra-Kurla Complex, Bandra (East) Mumbai-400 051 (Hereinafter referred to as "NPCI", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

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

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

NPCI and ---- shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between NPCI and ----- to perform the considerations (hereinafter called "Purpose") set forth in below:

RFQ for AMC for Servers & Drives.

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source

having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the

Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

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

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

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

Article 9: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 10: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the Effective Date until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party’s names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.

Article 14: GENERAL

- 1.Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
- 2.This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
- 3.Any breach of any provision of this Agreement by a party hereto shall not affect the other party’s non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

NATIONAL PAYMENTS CORPORATION OF INDIA

Bidders Name

By:

Name:

Designation:

By:

Name:

Designation: