



भारतीय राष्ट्रीय भुगतान निगम  
NATIONAL PAYMENTS CORPORATION OF INDIA

Request For Quotation for procurement of Desktops

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RFQ Reference No: NPCI/RFQ/2015-16/IT/21 dated 08.02.2016  
National Payments Corporation of India  
8<sup>th</sup> Floor, R Tech Park,  
Off Western Express highway,  
Nirlon Complex, Near Hub Mall ,  
Goregaon-East, Mumbai - 400063  
Tel: +91-22-40508500  
email- [itprocurement@npci.org.in](mailto:itprocurement@npci.org.in)  
Website: [www.npci.org.in](http://www.npci.org.in)

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### Disclaimer

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 quotation. 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 1,145/- (Rs.1,000 / plus Service Tax and Swachh Bharat Cess @14.50%) 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
NPCI	National Payments Corporation of India
RFQ	Request for Quotation in Context
PBG	Performance Bank Guarantee
SLA	Service Level Agreement

## Section 1 - Bid Schedule and Address

S.No.	Description	
1	Name of Project	Request For Quotation for procurement of Desktops
2	Tender Reference Number	NPCI/RFQ/2015-16/IT/21 dated 08.02.2016
3	Date of Publishing RFQ document on the website	08.02.2016
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	18.02.2016
5	Date of Pre bid meeting	Not applicable
6	Last date and time for Bid Submission	29.02.2016 05:00 p.m.
7	Date and Time of Eligibility Bid and Technical Bid Opening	29.02.2016 05:30 p.m.
8	Place of Bid Submission and opening of Bids	National Payments Corporation of India, 8 <sup>th</sup> Floor, R Tech Park, off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
9	Date and Time of Commercial Bid Opening	Would be communicated to qualified bidders. Will be through Reverse Auction.
10	Name and Address for communication	<b>Head - IT Procurement</b> National Payments Corporation of India 8th Floor, R Tech Park, Off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai - 400063
11	Bid Related Queries	Praveen Ratnagiri Contact: +91 8108186543 Email ID - praveen.ratnagiri@npci.org.in Karun Joshi Contact: +91 8879772830 Email ID- Karun.joshi@npci.org.in Prashant Awale Contact:+91 8108108650 Email id: prashant.awale@npci.org.in Benny Joseph Contact : +91 8108122844 Benny.joseph@npci.org.in
12	Bid Cost	Rs 1,145/- (1,000/- plus of Service taxes and Swachh Bharat Cess @ 14.5 %)
13	EMD	Rs.50,000/- (Rupees Fifty Thousand only)

**Note:**

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Commercial evaluation will be through Reverse Auction.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for Rs. 1,145/- (Rs. 1,000/- plus Service Tax@14% basic rate + Swachh Bharat Cess@0.50%) 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 (corresponding to Section 8 of The Companies Act, 2013) 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 vision, mission and values of NPCI are: Vision - To be the best payments network globally, Mission - Touching every Indian with one or other payment services and to make our mission possible, we live and work by five core values: Passion for Excellence, Integrity, Customer Centricity, Respect and Collaboration

### **2.2 Objective of this RFQ:**

National Payments Corporation of India (NPCI) proposes to purchase desktops preloaded with Windows 8 professional 64 bit licensed version or above - English and McAfee anti-virus latest version with DLP for its offices located at Chennai.

### **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 1,145 /- (INR One Thousand One Hundred And Forty Five Only, inclusive of Service Tax and Swachh Bharat Cess), in Envelope A, 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

The scope of the work is Supply and Installation of Desktops as specified in Section 9, located at Chennai office.

- Service Window & Call registration: 9.00 a.m. - 6.00 p.m. (Monday to Saturday)
- Response: Within 4 hours.
- Resolution: Next Business Day.
- Call Registration Process: Via Web, Phone & mail.
- The Vendor shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by NPCI.
- 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.
- Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- 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.
- To co-ordinate with OEMs for support for configuration issues, hardware replacement etc.
- The defective Hard Disks would be degaussed at NPCI Data Centres before being handed over to the bidder.
- Up gradation: - The successful bidder shall guarantee long term availability of upgraded versions of hardware/software to NPCI for the full life of the equipment. The Software operating system shall be updated at the time of installation with all the released patches and service packs.
- The above shall be applicable during the warranty and AMC period free of any additional cost to NPCI.
- Obsolescence: The bidder shall guarantee that the equipment's quoted and supplied shall not be obsolete or proclaimed as "End of Life" and/or "End of Sale" by the OEM during the warranty/AMC Period.
- The bidder shall guarantee that the equipment's shall be supported with necessary spares by the OEM during the warranty/AMC Period.
- To provide support for the desktops in case they are shifted to other locations.

#### 3.2 Single Point of Contact

The short listed L1 Bidder shall appoint a single point of contact with whom NPCI will deal 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 in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to successfully implement, integrate, and support the solution sought by NPCI for the entire period of the contract. The bid must be complete in all aspects 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 since last three years.
  - a) In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.
  - b) In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.
2. The bidder should have minimum annual turnover of Rs 1 Cr during the last three financial years (2012-13, 2013-14 and 2014-15) or calendar years 2012, 2013, 2014 or bidder's financial years.
  - a). In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
  - b). In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
3. The bidder should be a profit (profit after tax) making company in any one of the last three financial years i.e. (2012-13, 2013-14, 2014-15) or Calendar years 2012, 2013, 2014 or the Bidder's financial years.
  - a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
  - b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period

of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.

4. The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
5. The bidder should have authorized service centres and service personnel in Mumbai, Delhi, Chennai & Hyderabad.
6. The bidder shall have direct authorization from the OEM for selling and supporting the hardware and software
7. The Bidder should provide reference of 2 clients, who have procured more than 25 units of Desktops during the last two years as on the date of submission of bids

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

#### **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 Content of Bidding Document**

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

#### **5.4 Clarifications of Bidding Documents and Pre-bid Meeting**

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:

Sr. 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.

#### **5.5 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**

### **5.6 Bid Price**

Prices would be exclusive of all taxes, duties levies, VAT/Sales Tax and fees whatsoever. Octroi, if any, will be paid additionally, at actual on production of receipt.

### **5.7 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 Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

### **5.8 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.

### **5.9 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 / quotation 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 the stipulated period 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.

### **5.10 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.

### **5.11 Extension of Period of Validity**

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidder's 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.

### 5.12 Format of Bid

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

The commercial bid will be submitted as hard copy only.

### 5.13 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

### 5.14 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 procurement of Desktops**'.

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.

### 5.15 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 - refer Annexure A1 **OR** Bid Earnest Money in the form of Bank Guarantee - format as per Annexure A2
- 3 Bid Offer form (without price) - Annexure B
- 4 Bidder Information - Annexure C
- 5 Declaration of 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
- 10 Last three years audited Balance Sheet and Profit and Loss Statements.
- 11 RFQ document duly sealed and signed by the authorized signatory on each page
- 12 Customer reference
- 13 All necessary supporting documents

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

The following documents shall be inserted inside Envelope B:

- 1 Technical Compliance Sheet - Annexure T1
- 2 Client details - Annexure T2
- 3 Line item wise - Annexure L - Price masked
- 4 Commercial Bid Format - Annexure N - Price masked

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

1. Commercial Bid Form- Annexure M
2. Commercial Bid Format - Annexure N
3. Line item wise with prices - Annexure - L

#### **5.16 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.

#### **5.17 Bid Currency**

All prices shall be expressed in Indian Rupees only.

#### **5.18 Bid Language**

The bid shall be in English Language.

#### **5.19 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.

#### **5.20 Deadline for Submission**

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



#### **5.21 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.

#### **5.22 Late Bid**

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

#### **5.23 Modifications and Withdrawal of Bids**

Responses submitted by the bidder to this RFQ represent a firm offer on the terms and conditions described in the RFQ document.

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.

#### **5.24 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

#### **5.25 RFQ Abandonment**

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

#### **5.26 Bid Evaluation Process**

The Bid Evaluation will be carried out in 2 stages:

**Stage 1** - Envelope 'A' i.e. Compliance to Eligibility criteria and Envelope 'B' i.e. Technical bids will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility criteria will be considered for further evaluation.

**Stage 2** - Envelope C of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the start price for Reverse Auction.

#### **5.27 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 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 Bids i.e. Envelope 'B' will be opened.

Stage 2 - Commercial bids, i.e. Envelope 'C' will be opened for qualified bidders only as part of the process for finalizing the start price for Reverse Auction.

### **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') will be opened in the 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/ 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.

The commercial bids of technically qualified bidders only will be opened.

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

**6.3.1** Commercial bids will be opened only as part of the process for finalizing the start price for Reverse Auction.

**6.3.2** Commercial evaluation will be done through Reverse Auction.

**6.3.3** Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website.

## **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:

- 1) Compliance to Technical Specifications as specified in the RFQ.
- 2) NPCI reserves the right to call for presentation and discussions on the features etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- 3) Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- 4) To assist in the examination, evaluation and comparison of bids NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 5) NPCI may interact with the Customer references submitted by bidder, if required.
- 6) Bidders are required to provide documentary evidence, wherever available, for the technical specifications.

Bidder would be evaluated based on the documents submitted in support of the declaration, compliance to the scope of the work, Presentation if any and response to the queries.

### **7.3 Evaluation of Commercial Bids:**

The evaluation of commercial Bids will be done through Reverse Auction Process. Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website.

### **7.4 Successful Evaluated bidder:**

Bidder with the lowest commercial bid identified through the Reverse Auction by NPCI, will be declared as successful evaluated bidder who will be called L1 Bidder.

## Section 8 - Terms and Conditions

### 8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause 7.4, 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 Bidders.

Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

### 8.2 Term of the Order

- The term of the Purchase Order would be 5 years. Within 30 days of receipt of Notification of Award/Purchase Order; the successful Bidder shall execute the Contract with NPCI for a period of 5 years.

### 8.3 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.

### 8.4 Performance Bank Guarantee

The Successful bidder, within 14 working days of receipt of Purchase Order, shall submit Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order, valid for 3 years, 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 provisions in force. In case the successful bidder does not submit the PBG, NPCI shall withhold an amount equal to the value of the PBG from the payments due to the bidder.

### 8.5 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 would be exclusive of all taxes, duties, charges and levies of State or Central Governments as applicable. Octroi, if any, shall be reimbursed to supplier by NPCI at actual on production of original receipt. The variation due to changes in the rates of taxes, duties, charges and levies shall be passed on by the Supplier to NPCI.

### **8.6 Delivery schedule**

The hardware shall be delivered within 6 weeks of receipt of the Purchase Order and installed within 2 weeks from date of delivery.

### **8.7 Delivery Address-**

Chennai DC:

National Payments Corporation of India  
C/o Reliance Communications Infrastructure Ltd,  
Floor IDC Sha 1-A, Reliance House No.6,  
Haddows Road, Nungambakkam Chennai - 600 006  
Contact: Mr. M Ravi- 9962163390

### **8.8 Penalty for default in delivery**

If the Bidder does not deliver the Desktops as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the Purchase Order for each week's delay subject to a maximum of 5% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order.

In the case of delay in compliance with the order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order.

### **8.9 Penalty for Breach of SLA during Warranty and AMC:**

The Bidder shall perform its obligations under the bid/agreement entered into with NPCI, in a professional manner.

If any act or failure by the Bidder under the bid/agreement results in failure or inoperability of systems and if NPCI has to take corrective actions to ensure functionality of its property, NPCI reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

NPCI shall impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, NPCI reserves the right either to cancel the order or to recover up to 10% of the contract amount as deemed reasonable as Penalty for non-performance.

### **8.10 Penalty for breach of SLA Terms**

Penalty of Rs.300.00 per day shall be levied if the call is not resolved within 24 hours or 1 business day. Maximum penalty applicable per year would be 5% of the cost of desktop. NPCI has the right to recover the penalty by invoking the PBG / BG or from any amount payable to the bidder.

### **8.11 Warranties**

The successful bidder shall provide comprehensive on-site warranty for 36 months with back to back arrangements with the respective OEM from the date of installation

#### **8.12 Post-warranty Hardware Maintenance /AMC**

The successful bidder shall provide comprehensive on-site maintenance (AMC) with back to back support with the OEM, for a period of 2 years, after expiry of the warranty period of 3 years.

Cost of AMC should not be more than 8% of the hardware cost.

#### **8.13 Service Level Agreement (SLA) during Warranty and AMC**

As mentioned in Clause 3.1

#### **8.14 Price:**

There shall be no increase in price for any reason whatsoever during the period of **one (1) year** from the date of acceptance of award / Purchase Order.

#### **8.15 Repeat Order:**

NPCI reserves the right to place Purchase Orders with the Supplier for any or all of the services at the agreed unit rate, i.e. the rate contract during the period of 1 year from the date of acceptance of award / Purchase Order.

#### **8.16 Payment Terms**

##### **a. Hardware & Services**

- 20% Payment shall be made to the Bidder after delivery of the Desktops at NPCI's Sites.
- 80% Payment will be made after successful installation and acceptance of the Desktops at NPCI's Sites.

##### **b. AMC**

- AMC payment shall be paid quarterly in arrears after the expiry of Warranty period of 3 years.

Payment will be made within 30 days of receipt of correct Invoices along with Delivery Challan / Installation Certificate / Acceptance Certificate, as the case may be.

#### **8.17 Confidentiality**

The Bidder shall treat the details of the documents as secret and confidential. Within 3 (three) days of the acceptance of the Purchase Order/Notification of Award by the Successful Bidder shall execute separate NDA on the lines of the draft provided in the **Annexure Z** 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.

### **8.18 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. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim

### **8.19 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 willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

### **8.20 Obligations of the Bidder**

8.13.1 Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment's materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties.

8.13.2 Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.

### **8.21 Exit option and contract re-negotiation**

- a) NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the 'Order Cancellation' clause
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at the site.
- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected vendor. The reverse transition mechanism would

facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI.

d) The reverse transition services to be provided by the Bidder shall include the following:

1. The Bidder shall suitably and adequately train NPCI or its designated team for the services scoped in the purchase order.
2. Bidder shall provide adequate documentation thereof.
3. The Bidder shall jointly provide the services required by NPCI or its designated team or its selected vendor for a reasonable period of time.

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f) Warranties:

1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI. The bidder shall execute any and all such documents as may be necessary in this regard.
2. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
3. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.

g) The rates for availing services during reverse transition period would be the same as payable during the contract period for the respective services.

h) During which the existing Bidder would transfer all knowledge, know-how and other things necessary for NPCI or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.

i) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

j) NPCI and the bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.

k) The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to NPCI or its selected vendors as would be required

## **8.22 Extension of Contract**

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this Contract, to the satisfaction of and as decided by the NPCI up to a period of five (5) years reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months' period on the same rates and terms & conditions of the Contract. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI



### 8.23 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. Serious discrepancy in the quality of service expected during deployment process.
- ii. 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 before acceptance of the product or service or both, any payment made by NPCI to the Bidder for the particular product and service would necessarily have to be returned to NPCI, at the option of 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.

### 8.24 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 may 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. NPCI shall consider request of the bidder for pro-rata payment till the date of termination.

For Insolvency: NPCI at any time may 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)

### 8.25 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favourable terms than those contained in this RFQ. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.
- NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

### **8.26 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, acts of terrorism, 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 it's 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.

### **8.27 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.

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

The Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, 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 for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its 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.

#### **8.29 Legal Compliances:**

The Bidder confirms to NPCI that its personnel/ employees/staff as are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act, Employees' Compensation Act, Contract Labour( Regulation and Abolition) Act, 1970, Minimum Wages Act, Employees Provident Fund Miscellaneous Provision Act, Profession Tax Act etc. as applicable are fully protected and that 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 and registers 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.

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 deduct it from its any outstanding or bills.

#### **8.30 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 either vest or 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.

### **8.31 Applicable Law and Jurisdiction**

**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.

### **8.32 Non-Solicitation of Employees**

During the term of the Contract and for 2 (two) years after its expiry or termination, the Successful Bidder, on its own behalf or on behalf of others shall not

- (a) directly or indirectly, hire, engage or employ (as an employee, consultant or otherwise) any officer, director or employee of NPCI, or
- (b) through any director or officer of Successful Bidder, directly or indirectly, solicit for employment or the engagement of services of any NPCI employee or induce or attempt to induce any NPCI employee to leave his or her employment with NPCI, or in any way intentionally interfere with the employment relationship between any NPCI employee and NPCI, in each case for the purpose of employing or engaging the services of such NPCI employee or soliciting such NPCI employee to become an employee or consultant of Successful Bidder or its subsidiaries or any other person.

### **8.33 Facilities provided by NPCI:**

NPCI shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

### **8.34 No Damage of NPCI Property**

Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.

### **8.35 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.

### **8.36 Governing Language**

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

**8.37 Addresses for Notices**

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director& CEO  
**National Payments Corporation of India**  
1001A, B wing 10th Floor,  
'The Capital', Plot C 70, G Block,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

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

## Section 9 - Technical Specifications

**Table A : Specifications**

<b>SN.</b>	<b>Description</b>	<b>Minimum Specifications</b>
1	Make	Bidder to specify
2	Model	Bidder to specify
4	Processor	5th Gen Intel® Core™ i7 (Quad Core) equivalent or higher
5	Cache	Minimum 6 MB or higher
6	Chipset	Mobile Intel QM57 /HM55/C602 Chipset OR Higher
8	Memory	16GB required, support upgrade to 32GB ECC/Non-ECC
9	Monitor	Minimum 18.5" Widescreen Backlit LED LCD Monitor with 1366 x 768 or higher resolution.
10	Graphics Card	Integrated Intel HD graphics card
11	Hard disk	500GB Hard disk or Higher
12	Optical drive	Not Required.
13	Ports	Min. 1 USB 2.0 Port , Min 2 USB 3.0 Port, 1 RJ-45 LAN Interface, 1 Audio Line-in, 1 Audio Line-out, 1 Mic. in, 1 headphone, 1 VGA Port.
16	PCI SLOTS	Min 1 PCI Express Gen3 x8 & Min 1 PCI Express Gen3 x16
17	Keyboard	Wired USB / PS2 Keyboard from same OEM.
18	Mouse	Wired USB / PS2 Scroll Mouse from same OEM
19	Operating system	Windows 8 professional 64 bit licensed version or above preloaded - English
20	Weight	Not more than 10Kg
21	Form Factor	Mini Tower
22	Compliance	Energy Star 6.0 / EPEAT registered / Equivalent.
23	Anti-Virus	McAfee anti-virus latest version with DLP
23	Warranty	3 yrs, on-site, comprehensive, back to back from OEM
25	AMC	AMC - Two years' comprehensive post-warranty AMC.

**Section 10 - 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,  
1001A, B wing 10th Floor,  
'The Capital', Plot C 70, G Block,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.

**Subject: RFQ No. NPCI/RFQ/2015-16/IT/21 dated 08.02.2016 for "Request for Quotation for procurement of Desktops".**

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. \_\_\_\_\_ (Rupees \_\_\_\_\_). This EMD is as required by clause 5.7 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:

**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.10,00,000/- (Rupees Ten lakhs 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 - Performance Bank Guarantee**

(BANK GUARANTEE)

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, B wing 10th Floor,  
'The Capital', Plot C 70, G Block,  
Bandra-Kurla Complex,  
Bandra (East), 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)

**OFFER LETTER**

Date:

To

The Chief Executive Officer  
National Payments Corporation of India  
1001A, B wing 10th Floor,  
'The Capital', Plot C 70, G Block,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.

Dear Sir,

**Subject: NPCI/RFQ/2015-16/IT/21 dated 08.02.2016 for "Request for Quotation for procurement of Desktops"**

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 procurement of Desktops

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. \_\_\_Lakhs 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**

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd/ LLP)			
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. (Cell Number and Landline # 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) (Rupees in Cr)				
14	Year	2012-13	2013-14	2014-15
15	Net worth			
16	Turn Over			
17	PAT			

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

To

The Chief Executive Officer  
National Payments Corporation of India,  
1001A, B wing 10th Floor,  
'The Capital', Plot C 70, G Block,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFQ document for selection of vendor for **NPCI/RFQ/2015-16/IT/21 dated 08.02.2016 - Request for Quotation for procurement of Desktops**. 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**

To

The Chief Executive Officer  
National Payments Corporation of India,  
1001A, B wing 10th Floor,  
'The Capital', Plot C 70, G Block,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFQ document for selection of vendor for **NPCI/RFQ/2015-16/IT/21 dated 08.02.2016- Request for Quotation for procurement of Desktops**. 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**

To

The Chief Executive Officer  
National Payments Corporation of India,  
1001A, B wing 10th Floor,  
'The Capital', Plot C 70, G Block,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051.

Sir,

I have carefully gone through the Scope of Work contained in the RFQ document for selection of vendor for **NPCI/RFQ/2015-16/IT/21 dated 08.02.2016 - Request for Quotation for procurement of Desktops**. 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 relevant value)

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 quotation for **NPCI/RFQ/2015-16/IT/21 dated 08.02.2016 - Request for Quotation for procurement of Desktops** 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 \_\_\_\_\_ 2016.  
For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

Signature)  
(Name Designation)  
Date:  
Business Address:



## Annexure H - Eligibility Criteria Compliance

Sr.No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	<p>The bidder should be a Company registered under the Companies Act since last three years.</p> <p>a) In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.</p> <p>b) In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.</p>		Valid company Registration Certificate
2	<p>The bidder should have minimum annual turnover of Rs 1 Cr during the last three financial years (2012-13, 2013-14 and 2014-15) or calendar years 2012, 2013, 2014 or bidder's financial years.</p> <p>a). In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p> <p>b). In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>		Audited balance sheets to be submitted along with P/L statement.
3	<p>The bidder should be a profit (profit after tax) making company in any one of the last three financial years i.e. (2012-13, 2013-14, 2014-15) or Calendar years 2012, 2013, 2014 or the Bidder's financial years.</p> <p>a) In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be</p>		Audited balance sheets to be submitted along with P/L statement.

## Request for Quotation for procurement of Desktops

	entertained on this. b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this		
4	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.		Both OEM / Technology Partner to provide declaration as per Annexure-D
5	The bidder should have authorized service centers and service personnel in Mumbai, Delhi, Chennai & Hyderabad		Relevant documentary evidence to be provided
6	The bidder shall have direct authorization from the OEM for selling and supporting the hardware and software		Relevant documentary evidence to be provided
7	The Bidder should provide reference of 2 clients, who have procured more than 25 units of Desktops during the last two years as on the date of submission of bids.		Relevant documentary evidence to be provided

## Section 11 - Documents to be put in Envelope 'B'

## Annexure T1- Technical Evaluation Compliance

SN.	Description	Minimum Specifications	Compliance (Yes/No)
1	Make	Bidder to specify	
2	Model	Bidder to specify	
4	Processor	5th Gen Intel® Core™ i7 (Quad Core) equivalent or higher	
5	Cache	Minimum 6 MB or higher	
6	Chipset	Mobile Intel QM57 /HM55/C602 Chipset OR Higher	
8	Memory	16GB required, support upgrade to 32GB ECC/Non-ECC	
9	Monitor	Minimum 18.5" Widescreen Backlit LED LCD Monitor with 1366 x 768 or higher resolution.	
10	Graphics Card	Integrated Intel HD graphics card	
11	Hard disk	500GB Hard disk or Higher	
12	Optical drive	Not Required.	
13	Ports	Min. 1 USB 2.0 Port , Min 2 USB 3.0 Port, 1 RJ-45 LAN Interface, 1 Audio Line-in, 1 Audio Line-out, 1 Mic. in, 1 headphone, 1 VGA Port.	
16	PCI SLOTS	Min 1 PCI Express Gen3 x8 & Min 1 PCI Express Gen3 x16	
17	Keyboard	Wired USB / PS2 Keyboard from same OEM.	
18	Mouse	Wired USB / PS2 Scroll Mouse from same OEM	
19	Operating system	Windows 8 professional 64 bit licensed version or above preloaded -English	
20	Weight	Not more than 10Kg	
21	Form Factor	Mini Tower	
22	Compliance	Energy Star 6.0 / EPEAT registered / Equivalent.	
23	Anti-Virus	McAfee anti-virus latest version with DLP	
23	Warranty	3 yrs, on-site, comprehensive, back to back from OEM	
25	AMC	AMC - Two years' comprehensive post-warranty AMC.	

Dated this..... Day of.....2016

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure T2 - Client Reference**

**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 12 - Documents to be put in Envelope 'C'**

**Annexure M - Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

**Re: NPCI/RFQ/2015-16/IT/21 dated 08.02.2016 - Request for Quotation for procurement of Desktops.**

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 exclusive of taxes) 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.....2016

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure N - Commercial Bid Format**

**NPCI/RFQ/2015-16/IT/21 dated 08.02.2016**

**Commercial Format**

Sr. No	Line Item	Unit Price (Rs)	Sub-Total (Rs)	Qty	Total Price (Rs)
(A1)	Desktops with Windows 8 professional 64 bit licensed version or above - English as per the Technical Requirements vide Section 9			22	
(A2)	McAfee Endpoint Protection with 3 years support.			22	
	<b>TOTAL A = (A1+ A2)</b>				

AMC Rates:

Sr.No.	Line Item	Unit Price (Rs)	Sub-Total (Rs)	Qty.	Total Price (Rs)
	AMC				
(B1)	Hardware AMC for 4 <sup>th</sup> year			22	
(B2)	Hardware AMC for 5 <sup>th</sup> year			22	
	<b>Total B = (B1 + B2)</b>				

**(Total Cost of Ownership) TCO = A + B**

**Please note: The Reverse Auction start price will be declared before the start of the Reverse Auction.**

**(Amount in Rs)**

**All prices are exclusive of taxes.**

Dated this..... Day of.....2016

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure L - Line Item Wise Prices**

**NPCI/RFQ/2015-16/IT/21 dated 08.02.2016**

<b>Line Item</b>	<b>Item Name/Part No</b>	<b>Description</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>
1					
2					
3					
4					
5					
6					

**\*\*All prices are exclusive of taxes.**

**Annexure Z - Non-Disclosure Agreement**

This Agreement is made and entered on this ----- day of -----, 2016 (“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 **1001A, B wing 10th Floor, ‘The Capital’, Plot C 70, G Block, 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:

(State the purpose:-----)

**Article 2: DEFINITION**

For purposes of this Agreement, “Confidential Information” means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without



breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case

Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

### **Article 3: NO LICENSES**

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

### **Article 4: DISCLOSURE**

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

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

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

### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

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

**Article 7: INJUNCTIVE RELIEF**

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

**Article 8: NON-WAIVER**

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

**Article 9: DISPUTE RESOLUTION**

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 & JURISDICTION**

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

**Article 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 five 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**

Request for Quotation for procurement of Desktops

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.

<b>NATIONAL PAYMENTS CORPORATION OF INDIA</b>	<b>Successful Bidder Name</b>
By Name:	By Name:
Designation	Designation