

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai



भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

RFQ Reference No: NPCI/2024-25/DC/033 dated 05.12.2024

National Payments Corporation of India
Unit no. 202, 2nd floor,
Raheja Titanium, CTS No. 201,
Western Express Highway,
Goregaon East, Mumbai 400 063
Email- itprocurement@npci.org.in
Website: www.npci.org.in

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1. National Payments Corporation of India along with its subsidiaries and divisions are hereinafter referred to as “NPCI”.
2. NPCI has prepared this document to give background information to the prospective Bidders about RFQ for identifying Bidder **for the purpose of availing the additional demand of 1000 KVA over and above the existing demand of 2000 KVA under 33 KV power source and the Bidder shall be responsible for obtaining the required sanctions from competent authority at Siruseri, Chennai.**
3. The information is not intended to be exhaustive. While NPCI has taken due care in the preparation of the information contained herein and believe it to be accurate, neither NPCI nor any of its authorities or agencies nor any of their respective officers, employees or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Prospective Bidders are required to make their own inquiries and will be required to confirm in writing that they have done so, and they do not rely only on the information provided by NPCI while submitting the response to RFQ.
4. Any clarification sought from NPCI should be sent to the designated email ids mentioned in this document. No new clarifications will be entertained after the pre-bid meeting. Any responses provided by NPCI pursuant to this RFQ to the queries raised/ clarification sought by the Bidders, are non-binding on NPCI or any of its authorities or agencies or any of their respective officers, employees or advisors unless included in the final understanding between NPCI and the shortlisted Bidder.
5. NPCI reserves the right to halt/ postpone/ modify/ cancel this RFQ, whole or in part, at any stage without any answerability to the Bidders. It also reserves the right to decline or discuss the matter further with any Bidder participating in this RFQ. No reimbursement of cost of any type will be paid to Bidders participating in this RFQ except EMD as defined further in this document.

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Checklist

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

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

- Eligibility Criteria, and Commercial Bids are prepared in accordance with the RFQ document
- Envelope 'A'- Eligibility Bid (Refer to Annexures for further information)
- Envelope 'B'- Commercial Bid with break up detailed as mentioned in Annexure I and J (Commercial details)
- All the pages of Eligibility Criteria Response and Commercial Bid are duly sealed and signed by the authorized signatory
- RFQ document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope 'A'
- Prices are quoted in Indian Rupees (INR)
- Non-Disclosure Agreement (NDA) enclosed in Annexure – L, should be duly filled and signed in a Rs.600/- Stamp paper by successful bidder.

- All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes
- All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory

Abbreviations and Acronyms

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

DC	Data Centre
NPCI	National Payments Corporation of India
OEM	Original Equipment Manufacturer
RFQ	Request for Quotation
PBG	Performance Bank Guarantee
TANGEDCO	Tamil Nadu Generation and Distribution Corporation Ltd
SITC	Supply, Installation, Testing and Commissioning
CT	Current Transformer
PT	Potential Transformer
TVM	Tri Vector Meter
CMC	Construction Management Consultant (appointed by NPCI for the purpose of overseeing the project)

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Section 1 - Bid Schedule and Address

S.No.	Description	
1	Name of Project	Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority
2	Tender Reference Number	NPCI/2024-25/DC/033 dated 05.12.2024
3	Date of commencement	5 th December 2024
4	Last date of receiving pre-bid clarifications in writing from vendors	9 th December 2024
5	Date and Time for Pre-bid Meeting	10 th December 2024
6	Last date and time for Bid Submission	13 th December 2024
7	Address for availing the Bidding Document and Place of Bid Submission	National Payments Corporation of India, 6/D6, 1 st Cross, 2 nd Extension, SIPCOT, Siruseri, Chennai 603103.
8	Date and Time of Eligibility bid Opening	16 th December 2024
9	Date and Time of Commercial Bid Opening	Bidders to submit their Eligibility Bid in Envelope A. Bidders to submit their best price in Envelope B with break up detailed as mentioned in Annexure L (Commercial details). NPCI reserves the right to discover the lowest price through <u>Reverse auction OR Price discussion mechanism</u> . NPCI will inform the method of price negotiation to qualified bidders.
10	Name and Address for communication	Deputy Chief – Data Centre Management National Payments Corporation of India, Plot No.6/D-6, 1 st Cross Road, 2 nd Extension, SIPCOT IT Park, Siruseri, Chennai – 603103, Tamil Nadu
11	Bid Related Queries	<u>For Technical Queries</u> , please write to: Email id: muthu.krishnan@npci.org.in Muthukrishnan B Contact: +91 73388 39490 Email id: deepak.ramakrishnan@npci.org.in Deepak Ramakrishnan Contact: +91 9820310390 <u>For any escalation:</u> Email id: pankaj.kasturay@npci.org.in Pankaj Kasturay Contact: +91 99082 72447 <u>For Commercial queries</u> , please write to: Email id: charles.d@npci.org.in D J Charles Contact: +91 98499 90809
14	Project Location	National Payments Corporation of India Plot No.6/D-6, 1 st Cross Road, 2 nd Extension, SIPCOT IT Park, Siruseri, Chennai – 603103, Tamil Nadu
15	Scheduled time of Completion	1 (One) Month from the Date of issuance of Notification of Award through email or Purchase Order (whichever is earlier).
16	Bid Evaluation Methodology	Two Stage Evaluation System shall be followed: Stage 1: Eligibility Submission; Stage 2: Commercial Proposal. Stage 1: Eligibility Submission

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		Documentation to substantiate that the Bidder has the requisite experience to complete the said Works and has the financial capability to carry out such works. Stage 2: Commercial Proposal for availing the additional demand of 1000 KVA over and above the existing demand of 2000 KVA under 33 KV power source and obtaining the required sanctions and all permissions from competent authority at Siruseri, Chennai.
17	Right to cancel the RFQ	NPCI does not bind itself to accept the lowest or any RFQ and reserves the right to reject all or any bid or cancel the RFQ without assigning any reason whatsoever. NPCI also reserves the right to re-issue the RFQ without the Bidders having the right to object to such re-issue.
18	Commercial Proposal	Detailed offer as per commercial bid format shall be submitted along with Item rate quote. Refer Annexure I, J and K
19	Site Visit	Bidders shall be deemed to have visited the site before submission of bid
20	Taxation	The quoted price shall be exclusive of GST and all other applicable taxes.
21	Works and resource deployment	“Works” shall be referred to as the requirement of availing of additional demand of 1000 KVA over and above the existing demand of 2000 KVA under 33 KV and also to obtain sanction from competent authority. Also to be executed in parallel and multiple teams need to be deployed for different tasks/assignments and to complete the Project to be delivered in the defined timelines.

Note:

1. The Bidder shall appoint a single point of contact, with whom NPCI will deal with, for any activity pertaining to the requirements of this RFQ
2. NPCI reserves all rights to withdraw any part of the scope during this bid process and is advised bidders to provide their commercials discretely to the category of scope mentioned in Section 3

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Section 2 – Introduction

2.1. About NPCI

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 was promoted by 10 (Ten) banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. Presently, 54 (Fifty-Four) banks are shareholders of NPCI. Out of which 17 (Seventeen) are Public Sector Banks (PSB), 17 (Seventeen) Private Sector Banks, 3 (Three) Foreign Banks, 10 (Ten) Multi State Cooperative Banks and 7 (Seven) Regional Rural Banks.

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 six core values: Passion for Excellence, Collaboration, Customer Centricity, Agility, Security and Innovation.

NPCI, during its journey, has made a significant impact on the retail payment systems in the country. Dedicated to the nation by our former President, Shri Pranab Mukherjee, endorsed by the Hon'ble Prime Minister, Shri Narendra Modi and later made the card of choice for the ambitious Pradhan Mantri Jan Dhan Yojana, RuPay is now a known name. RuPay is an indigenously developed Payment System – designed to meet the expectation and needs of the Indian consumer, banks and merchant eco-system. The alliances with international network partners (Discover Financial Services, Japan Credit Bureau and China Union Pay) provides valuable access to global acceptance footprint and offer world class payment solutions to RuPay cardholders.

NPCI aim is to transform India into a 'less-cash' society by touching every Indian with one or other payment services. With each passing year we are moving towards our vision to be the best payments network globally.

As a sensitive national infrastructure, NPCI has built its own critical, Tier IV Smart Data Center at Chennai on approximately 3.07 acres of land with a minimum built up area of 1.34 Lac sq.ft. (approx.). Another Smart Data

Centre is built at Hyderabad of similar capacity and currently both the sites are completely operations and hosting our nations payment products from these two locations. The two respective cities are chosen due to its strategic location and fast growing IT corridors as compared to anywhere in the country, for building its Smart Data Centre Infrastructure.

2.2. Objective of this RFQ

National Payments Corporation of India proposes to appoint a contractor for coordinating and executing the need for availing additional demand of 1000 KVA which is over and above the existing demand of 2000 KVA under 33 KV power source and to obtain the required sanction from the competent authority for NPCI's Smart Data Center (SDC) in Chennai. ("Works").

Broad scope is given below, kindly refer Section 3 for detail scope.

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.

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

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and may result in rejection of the bid. Also the decision of NPCI on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned during/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.

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Section 3 –Scope of Work

3.1. Scope of work

- For preparation of documents, coordinating with TANGEDCO authorities for carrying out the following works in relation with obtaining maximum additional demand of 1000 KVA.
- Submission of Application to SE's office, after collection of proper documents from NPCI.
- Follow up of the application with concerned authorities of TANGEDCO and providing infrastructure details, connected load details, demand details etc. with relevant documentations and drawings.
- To send the application for Registration in all respects to SE's office and for making the application got registered with TANGEDCO.
- After submission of HT Application through Online Portal follow up with SE for arranging for Inspection After Inspection Follow up with SE and forward the Application to the concerned subordinates (downstream) for process the same.
- Follow up with AEE general to Acknowledge it to process to SE for approval.
- Follow up with SE to approve HT Application and receive the EMD and Development Advice.
- After the payment of EMD and Development charges follow up with SE to forward the HT Application to O&M to prepare the estimate.
- Follow up with CE, EE, AEE, AE –O&M to prepare the detailed estimate for the above work for addl demand of 1000KVA.
- Submitting the detailed estimate to SE for scrutinizing and sanction.
- Follow up with SE to submit the Feasibility technical report and estimate to CE office for approval.
- 1. Follow up with FR Report from SE Office 2. Scrutinizing the FR/technical specification with EE Technical in SE-office with cost estimation from CE-Commercial.3. After the Cost estimation and technical feasibility is satisfied' the estimate is send to SE-Office for scrutinizing and sanction.5. Then SE will give the Advice for paying the Estimation cost.
- Towards the follow up with TANGEDCO for the Executing the Work with respect to the administrative approval and technical sanction and follow up for completing the work in co-ordination with TANGEDCO –O&M.
- Towards follow up for sending completion report for arranging (SE) for Inspection and follow up with SE to approve the completion report and forward the same to CE.
- Follow up with CE for concurrence and approve the Completed works for energization.
- Submitting the safety certificate to TANGEDCO for Commissioning the Additional Demand (Obtaining Safety certificate-NPCI scope)
- Based on safety certificate with load verification SE Will Issue Final clearance to MRT for Energization.

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- After clearance, co-ordinate with MRT/ O and M to commission the for additional demand of Power Supply, Installation, testing and commissioning of CT as per the TANGEDCO requirement for changing the demand.
- Arrangements for the newly procured 33KV CT Inspection by TANGEDCO officials at manufacturer premises

Note: Statutory charges will be paid by NPCI on receiving the demand note from concerned officials, should not be included in the proposal

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Section 4–Eligibility Criteria

4.1. Eligibility Criteria

The Eligibility Criteria are furnished below:

Sr. No.	MSME	Other than MSME
1	<p>The bidder is a Company registered under the Companies Act/ Partnership Act / LLP/ Proprietorship at least since last three (3) calendar or financial years or more.</p> <p>a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least two (2) calendar or financial years as on date of submission of the bid.</p> <p>b) In case the bidder 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 two (2) calendar or financial years as on the date of submission of bid.</p>	<p>The bidder is a Company registered under the Companies Act/ Partnership / LLP/ Proprietorship at least since last three (3) calendar or financial years.</p> <p>a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least three (3) calendar or financial years as on date of submission of the bid.</p> <p>a) In case the bidder 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 three (3) calendar or financial years as on the date of submission of bid.</p>
2	<p>The bidder should have reported minimum annual turnover of 2 times of estimated RFQ value and should have reported profits (profit after tax) as per audited financial statements (Balance Sheet, Profit & Loss account and any other statement that may be required when asked upon by NPCI) in at least 2 out of last 3 financial years (years shall be changed according to date of release of RFQ). (i.e. 2021-2022, 2022-2023 and 2023-2024) and should have reported profits (profit after tax) as per audited financial statements in at least two of last three financial years (i.e. 2021-2022, 2022-2023 and 2023-2024).</p> <p>In case audited financial statements for 2023-2024 are not ready, then management certified financial statement shall be considered for 2023-2024; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>	<p>The bidder should have reported minimum annual turnover of 3 times of estimated RFQ value in each of the last 3 financial years and should have reported profits (profit after tax) as per audited financial statements (Balance Sheet, Profit & Loss account and any other statement that may be required when asked upon by NPCI) in last 3 financial years (years shall be changed according to date of release of RFQ). (i.e. 2021-2022, 2022-2023 and 2023-2024) and should have reported profits (profit after tax) as per audited financial statements in last three financial years (i.e. 2021-2022, 2022-2023 and 2023-2024).</p> <p>In case audited financial statements for 2022-2023 are not ready, then management certified financial statement shall be considered for 2023-2024; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI</p>

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		will be treated as final and no further correspondence will be entertained on this.
3	<p>Period of operations in required domain: Minimum 2 years preceding the bid participation and preferably three or more projects executed in any of the last five years of similar capacity of demand work for 33KV/11KV in Tamil Nadu or any other state in India and convergent with the rules and regulations of TANGEDCO and other state bye-laws.</p> <p>The Bidder should provide documentation to support such projects undertaken in the last five years anywhere in India.</p>	<p>Period of operations in required domain: Minimum 3 years preceding the bid participation and preferably three or more projects executed in any of the last five years of similar capacity of demand work for 33KV/11KV in Tamil Nadu or any other state in India and convergent with the rules and regulations of TANGEDCO and other state bye-laws.</p> <p>The Bidder should provide documentation to support such projects undertaken in the last five years anywhere in India</p>
4	The Bidder should not be currently blacklisted by any Bank or institution in India or abroad	The Bidder should not be currently blacklisted by any Bank or institution in India or abroad

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**Section 5 - Instruction to Bidders
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 the 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. 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.

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 2 separate envelopes, Envelope A and B.

5.4. Clarifications of Bidding Documents and Pre-bid Queries

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, in an excel sheet:

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

- a.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
- a.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in NPCI's website. The 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.
- a.3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its sole and absolute discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.
- a.4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFQ.

5.6. 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 reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.7. Extension of Period of Validity

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

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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.

5.8. Format of Bid

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Eligibility Bid only. In case of any discrepancy between them, the original shall govern. The commercial bid will be submitted as hard copy only however whenever asked upon to the Bidders, NPCI may instruct the Bidders to submit the soft copies (pdf, excel formats as applicable) of the quotation post opening of the Commercial Bid (in hard copy).

5.9. Signing of Bid

The Bid shall be signed by the Bidder or a person or persons as the case may be, 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 F) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

5.10. Submission of Bid

The Bid shall be prepared in 2 different envelopes, Envelope A and Envelope B. Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as **“Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai”**

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.

Envelope A - Eligibility Bid

The following documents as per the sequence listed shall be inserted inside Envelope A:

- 1 Bid Offer form (without price) – **Annexure A**
- 2 Bidder Information – **Annexure B**
- 3 Declaration of Clean Track Record by Bidder – **Annexure C**
- 4 Declaration of Acceptance of Terms and Conditions – **Annexure D**
- 5 Declaration of Acceptance of Scope of Work – **Annexure E**
- 6 Power of Attorney for signing of bid – **Annexure F**
- 7 Eligibility Criteria Compliance Matrix – **Annexure G**
- 8 Client References – **Annexure H**
- 9 Three years audited Balance Sheet and Profit and Loss Statements has to be submitted and other financial statements as may be asked upon by NPCI namely Auditors Reports & Notes to accounts etc.
- 10 RFQ document duly sealed and signed.
- 11 All necessary supporting documents as per Annexures
- 12 Certificate of Incorporation
- 13 MSME Certificate (if applicable)
- 14 Self-declaration stating domain experience **OR** successful client implementation details.
- 15 Self-declaration stating that bidder will not remain associated with this RFQ in any other capacity as a part of distribution channel provided such bidder becomes eligible for commercial evaluation as per this RFQ.

Envelope B - Commercial Bid

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- a. Commercial Bid Form – **Annexure I**
- b. Commercial Bid – **Annexure J**
- c. Commercial Bid Form (Detailed) – **Annexure K**

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.

5.11. Bid Currency

All prices shall be expressed in Indian Rupees only.

5.12. Bid Language

The bid shall be in English Language.

5.13. 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 Proposal.

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

5.14. Deadline for Submission

The last date of submission of bids is given in Section 1. However, the last date of submission maybe amended by NPCI and shall be notified through its website.

5.15. Extension of Deadline for submission of Bid

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

5.16. Late Bid

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

5.17. Modifications and Withdrawal of Bids

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

5.18. 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 reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

5.19. RFQ Abandonment

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

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5.20. Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1– Envelope ‘A’ i.e., Eligibility bid will be first evaluated. Only those Bidders who have submitted all the required forms, papers & comply with the RFQ requirements (Section 4) will be considered for Stage 2 of the bidding process.

Stage2– Envelope ‘B’ of those Bidders who qualify under the Eligibility Bid by submitting all the requisite documents as per the terms of this RFQ shall be considered for the next stage of commercial evaluation. NPCI reserves the right to conduct Reverse Auction (RA) or Price discussion mechanism to arrive at the exact price and successful bidder.

5.21. Single bid

In the event of only one responsive bidder or only one Bidder emerging after the evaluation process, NPCI may continue with the RFQ process.

5.22. Price discovery method:

Bidder to submit their best price. NPCI reserves right to discover the lowest price through the Reverse Auction & may be further deliberated through PDC if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call the qualified (those who comply with the Eligibility Criteria in accordance to this RFQ) Bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise shall be communicated to qualified (those who comply with the Eligibility Criteria in accordance to this RFQ) Bidders.

5.23. Contacting NPCI

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

5.24. Non-Disclosure Agreement (NDA)

Kindly refer Annexure- N for the NDA template. Bidders should accept all the terms in the Articles mentioned in the NDA and duly fill the details required, sign it in INR 600 Stamp paper. The duly signed NDA should also be enclosed and submitted as part of the Bid.

5.25. Safety, Environment and Health Requirements

The instructions issued herein are indicative and not exhaustive. Therefore, the contractor shall be responsible for ensuring that adequate safety measures have been adopted in the course of execution of the contract in accordance with safety standards / statutory regulations, as applicable. The contractor shall be held responsible for non-compliance if any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations or incidents.

5.26. Indemnity and Insurance Policies

The Contractor 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 Contractor and their employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by Contractor, employment claims of employees of Contractor, third party claims arising due to infringement of Intellectual Property Rights, death or personal injury attributable to acts or omission of Contractor, violation of statutory and regulatory provisions including labour laws, laws related to Information Technology and Intellectual Property Rights, breach of confidentiality obligations or breach of representations and warranties.

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In case of damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.

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Section 6 - Bid Opening

6.1. Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – In the first stage the Eligibility bid i.e. Envelope 'A' will be opened.

Stage 2 – Sealed Commercial bids i.e. Envelope 'B' will be opened for qualified (those who comply with the Eligibility Criteria in accordance to this RFQ) Bidders for finalizing the prices through the Reverse Auction or the Price discussion method if so opted by NPCI management.

6.2. Opening of Eligibility Bids

NPCI will open Eligibility bids (Envelope 'A') in presence of Bidders or 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 would be required 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 or its representative is 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 representative who is present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

6.3. Opening of Envelope B - Commercial Bids

Bidder to submit their best price. Commercial bids will be opened for either Reverse Auction or Price discussion method with qualified (those who comply with the Eligibility Criteria in accordance to this RFQ) Bidders if so opted by NPCI management. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e., www.npci.org.in.

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Section 7 - Bid Evaluation

7.1. Preliminary Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete; whether the required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether the 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 evaluation – Stage 2. NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder. 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. Examination of Eligibility Bids

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

- a. Compliance to Eligibility Specifications as specified in the RFQ.
- b. NPCI reserves the right to call for discussions on the approach of execution of project etc., from the Bidders, if need be. Such discussions and minutes of meetings will become part of the Eligibility bid.
- c. Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- d. Submission of duly signed compliance statement as stipulated in Annexures.
- e. 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.
- f. NPCI may interact with the Customer references submitted by Bidder, if required.
- g. NPCI reserves the right to shortlist bidders based on Eligibility criteria. If the documents are not submitted in accordance to the terms of this RFQ, then the Bidder shall not be considered for the next stage of evaluation.

7.3. Evaluation of Commercial Bids:

NPCI reserves the right to discover the lowest price through the Reverse Auction & may be further deliberated through PDC if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call qualified (those who comply with the Eligibility Criteria in accordance to this RFQ) bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise shall be communicated to qualified (those who comply with the Eligibility Criteria in accordance to this RFQ) bidders. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e. www.npci.org.in

7.4. Selection of bidder:

The bidder with lowest commercial bid identified through reverse auction process or price discussion method as the case maybe will be declared as the successful bidder and will be called L1 bidder for the required quantity. NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFQ, provided the L2 bidder matches the price quoted by the L1 bidder. In case the 2nd lowest bidder is unable to match the L1 price, NPCI reserves the right to place order with the shortlisted L3 bidder and so on.

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Section 8 - Terms and Conditions

8.1. Notification of Award / Purchase Order

After evaluation and selection of the bidder, as given in Clause 7.3 & 7.4, NPCI will send Notification of Award (through email) / Purchase Order (whichever is earlier) to the selected Bidder after obtaining internal approvals and prior to expiration of the period of Bid validity. The Works shall commence immediately upon receipt of Notification of Award through email or Purchase Order whichever is earlier.

8.2. Term of the Order

The term of the Notification of Award/Purchase Order shall be for a period of six (6) months wherein the price of the deliverables as specified in the RFQ would be at a fixed rate.

8.3. Acceptance Procedure

- Within 1 day of receipt of Notification of Award or Purchase Order (whichever is earlier) the successful Bidder shall send the acceptance through email.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

8.4. Taxes and Duties

- All taxes deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments.
- Prices shall be exclusive of all taxes.
- The bidder shall meet the requirements of applicable Goods & Services Tax (GST)

8.5. Key Deliverables

To coordinate and execute the need for availing additional demand of 1000 KVA which is over and above the existing demand of 2000 KVA under 33 KV power source and to obtain the required sanction from the competent authority for NPCI's Smart Data Center (SDC) at Chennai. Delivery schedule

Within one month from the receipt of Notification of Award through email or issuance of Purchase Order whichever is earlier.

8.6. Delivery Address:

CHENNAI

National Payments Corporation of India,
No. 6/D-6, 1st Cross Road, 2nd Extension, SIPCOT IT Park,
Siruseri, Chennai – 603103.

8.7. Penalty for default in delivery of the said Works

If the successful bidder does not deliver & implement the Works as per the agreed schedule (overall completion is within one month from date of receipt of Notification of Award through email or Purchase Order whichever is earlier), or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below:

- Non Delivery of above at NPCI - at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.
- The Bidder shall be responsible for the commencement of the Works upon receipt of the Notification of Award through email or Purchase Order (PO) (whichever is earlier) within five days and if the work is not started without valid reason as per NPCI the penalty is applied at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the commencement period of one month, subject to a maximum of 5%. Further NPCI reserves the right to cancel the Purchase Order.

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- In case the delay exceeds 15 days beyond the stipulated delivery period of RFQ, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI
- Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

8.8. Payment Terms:

Sr. No.	Payment	% of value	Amount payable (Rs.)
For Substation work and cable laying works			
1	Preparation Charges towards Feasibility work with TANGEDCO for Registration of Application For Getting addl demand of 1000 KVA in 33KV Supply	100%	
2	Charges towards processing the application with TANGEDCO for Getting EMD and Development Advice		
3	Preparation for arranging detailed estimate for availing the Additional demand of 1000 KVA in 33 KV and obtaining sanction from the competent authority		
4	Sanctioning of Administrative approval and Technical sanction from TNEB for the Maximum Addl demand of 1000 KVA in upgrading 33KV		
5	Extension work with TANGEDCO 33kv Maximum Demand of 1000 KVA Execution Works		
6	Organizing the Tangedco officials for Inspection for the completed works for effecting Maximum demand of 1000KVA		
7	Arranging for effecting addl demand 1000 KVA in 33 KV from TANGEDCO		
8	Arranging CT as per the TANGEDCO Standards		

Above payment will be released within 30 days of receipt of approved tax invoice along with necessary documents / certificates duly signed by authorized NPCI official.

8.9. Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure L hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, bidder shall use all reasonable endeavors to assist NPCI 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 3 years from the date of disclosure of such Confidential Information.

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

8.10. 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

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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, etc.

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.

8.11. 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 as per court awarded damages.

8.12. Obligations of the Bidder

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 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. **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 this RFQ.

8.13. 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;

Delay in initiating the works beyond the two months without assigning any valid reason after the acceptance of Purchase Order or,

Serious discrepancy in the quality of service expected.

iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular service would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.

8.14. Termination of Purchase Order/Contract

For Convenience: NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ 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 may 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 2 occasions in a month to maintain the service level prescribed by NPCI to the appointment Bidder). The successful bidder is also liable for the supply of faulty cables and poor workmanship during the execution of the works required for Project.

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8.15. 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 favorable 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 may 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 NPCI 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 obtains 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.
- Default of Contractor in compliance: In case of default on the part of the bidder in carrying out such order within mutually agreed time, NPCI shall be entitled to appoint and pay other bidder/persons (third party) to carry out the same works and all expenses consequent thereon or incidental thereto shall be at the bidder's cost and may be deducted by NPCI from any monies due to or which may become due to the bidder.

8.16. Force Majeure

Force Majeure shall mean war, strike, hostility acts of public enemy, civil commotion, sabotage, fires, flood explosion, epidemics, pandemics and acts of God/natural calamities such as fire, flood earthquake and hurricane or any operation of the forces of nature that the Parties could not foresee, or reasonably make provision for or insure against the same.

b) Payment in the event of force majeure

If a war, or other circumstances outside the control of both parties, arises/continues after the contract is made so that either party is prevented from fulfilling his contractual obligations, or under the law governing the contract, the parties are released from further performance, then NPCI shall pay only such amounts which is due and payable to the Contractor for the works done by the Contractor.

c) The Contractor shall give a notice to the NPCI the Contractor's intention to make a claim for an extension of time within 14 (Fourteen) days of the circumstances for such a claim becoming known to the Contractor. The notice shall be followed as soon as possible by the claim with full supporting details.

d) NPCI may at its sole discretion grant such extension of time for completion as may be reasonable and justified. NPCI shall notify the Contractor accordingly

8.17. 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 successful Bidder shall make every effort to resolve amicably by direct informal negotiation; any disagreement or dispute arising between them under or in connection with this RFQ.

If, however, NPCI and successful Bidder are not able to resolve them, following dispute resolution mechanism shall be applied:

1. In case of Dispute or difference arising between NPCI and the successful Bidder relating to any matter arising out of or connected with this RFQ, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one

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each to be appointed by NPCI and the successful Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the successful Bidder.

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 NPCI and Successful Bidder. The cost and expenses of Arbitration proceedings will be paid as determined by mutual chosen third Arbitrator. 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 consent between the parties.
5. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

8.18. 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 RFQ, 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 RFQ 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 RFQ, 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.

8.19. Legal Compliances:

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

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

8.20. 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 this RFQ 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

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

any proprietary rights to the Bidder. Notwithstanding, anything contained in this RFQ, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.21. 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.

8.22. No Damage of NPCI Property or any other property

Bidder shall ensure that there is no loss or damage to the property of NPCI nor any state government or local area property 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.

8.23. 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 or a NPCI 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.

8.24. Governing Language

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

8.25. 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’, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051

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

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Section 9 - Documents forms to be put in Envelope A

Annexure A - 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', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Dear Sir,

Subject: RFQ No. NPCI/2024-25/DC/033 dated 05.12.2024 "Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai."

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

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Annexure B Bidder Information
(Bidder's Letter Head)

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Pvt. Ltd/ LLP or Proprietary)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
5	Permanent Account Number (PAN)			
6	MSME			
7	Goods & Services Tax (GST) Registration Numbers			
8	City			
9	State			
10	Pin Code / State Code			
11	GSTIN Number			
12	HSN Number			
13	Name & Designation of the contact person to whom all references shall be made regarding this tender			
14	Telephone No. (Cell # and Landline # with STD Code)			
15	E-Mail of the contact person:			
16	Fax No. (with STD Code)			
17	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
18	Year	2021-22	2022-23	2023-24
19	Net worth			
20	Turn Over			
21	PAT			

Dated this..... Day of.....2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Annexure C - Declaration for Clean Track Record
(Bidder's Letter Head)

To

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

Sir,

Subject: RFQ No. NPCI/2024-25/DC/033 dated 05.12.2024 "Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai"

I have carefully gone through the Terms & Conditions contained in the RFQ document vide - RFQ No. mentioned above and hereby declare that my company has not currently 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:

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Annexure D - Declaration for Acceptance of RFQ Terms and Conditions
(Bidder's Letter Head)

To

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

Dear Sir,

Subject: RFQ No. NPCI/2024-25/DC/033 dated 05.12.2024 "Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai"

I have carefully gone through the Terms & Conditions contained in the RFQ document for selection of Bidder for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority for your office at Siruseri Chennai. RFQ reference no. mentioned above.

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:

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

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

To

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

Sir,

Subject: RFQ No. NPCI/2024-25/DC/033 dated 05.12.2024 "Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai."

I have carefully gone through the Scope of Work contained in the RFQ document bearing the reference no. mentioned above for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority.

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

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Annexure F - 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 proposal for **“Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai”**. NPCI/2024-25/DC/033 dated **05.12.2024** 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 _____ 2024.
For _____.

(Signature)

(Name Designation and Address)

Accepted

(Signature)

(Name Designation)

Date:

Business Address:

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Annexure G - Eligibility Criteria Compliance

(Bidder's Letter Head)

Eligibility Criteria				
Sr. No.	MSME	Other than MSME	Compliance Yes/No	Documentary proof to be attached
1	<p>The bidder is a Company registered under the Companies Act/ Partnership Act / LLP/ Proprietorship at least since last three (3) calendar or financial years or more.</p> <p>c) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least two (2) calendar or financial years as on date of submission of the bid.</p> <p>In case the bidder 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 two (2) calendar or financial years as on the date of submission of bid.</p>	<p>The bidder is a Company registered under the Companies Act/ Partnership / LLP/ Proprietorship at least since last three (3) calendar or financial years.</p> <p>b) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least three (3) calendar or financial years as on date of submission of the bid.</p> <p>c) In case the bidder 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 three (3) calendar or financial years as on the date of submission of bid.</p>		<p>1. Certificate of incorporation</p> <p>2. MSME registration certificate (if applicable)</p>
2	<p>The bidder should have reported minimum annual turnover of 2 times of estimated RFQ value and should have reported profits (profit after tax) as per audited financial statements (Balance Sheet, Profit & Loss account and any other statement that may be required when asked upon by NPCI) in at least 2 out of last 3 financial years (years shall be changed according to date of release of RFQ). (i.e. 2021-2022, 2022-2023 and 2023-2024) and should have reported profits (profit after tax) as per audited</p>	<p>The bidder should have reported minimum annual turnover of 3 times of estimated RFQ value in each of the last 3 financial years and should have reported profits (profit after tax) as per audited financial statements (Balance Sheet, Profit & Loss account and any other statement that may be required when asked upon by NPCI) in last 3 financial years (years shall be changed according to date of release of RFQ). (i.e. 2021-2022, 2022-2023 and 2023-2024) and should have reported profits (profit after tax) as per</p>		<p>Standalone financial Audited balance sheets & Profit /loss statement</p> <p>Signed Statutory Auditor's Report</p> <p>Notes to Accounts and Schedules forming part of accounts to be submitted.</p>

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

	<p>financial statements in at least two of last three financial years (i.e. 2021-2022, 2022-2023 and 2023-2024).</p> <p>In case audited financial statements for 2023-2024 are not ready, then management certified financial statement shall be considered for 2023-2024; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>	<p>audited financial statements in last three financial years (i.e. 2021-2022, 2022-2023 and 2023-2024).</p> <p>In case audited financial statements for 2022-2023 are not ready, then management certified financial statement shall be considered for 2023-2024; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>		<p>Complete financial statements duly signed / approved by Auditor</p>
3	<p>Period of operations in required domain: Minimum 2 years preceding the bid participation and preferably three or more projects executed in any of the last five years of similar capacity of demand work for 33KV/11KV in Tamil Nadu or any other state in India and convergent with the rules and regulations of TANGEDCO and other state bye-laws.</p> <p>The Bidder should provide documentation to support such projects undertaken in the last five years anywhere in India.</p>	<p>Period of operations in required domain: Minimum 3 years preceding the bid participation and preferably three or more projects executed in any of the last five years of similar capacity of demand work for 33KV/11KV in Tamil Nadu or any other state in India and convergent with the rules and regulations of TANGEDCO and other state bye-laws.</p> <p>The Bidder should provide documentation to support such projects undertaken in the last five years anywhere in India</p>		<p>Self-declaration to be provided by Bidder along with customer references</p>
4	<p>The Bidder should not be currently blacklisted by any Bank or institution in India or abroad</p>	<p>The Bidder should not be currently blacklisted by any Bank or institution in India or abroad</p>		<p>Declaration letter from the bidder as per Annexure D</p>

Dated this..... Day of.....2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Annexure H - Client Reference

(Bidder's Letter Head)

Sr.No	Particulars	Details
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)

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Section 10 - Documents to be put in Envelope 'B'

Annexure I-Commercial Bid Form

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

Subject: RFQ No. NPCI/2024-25/DC/033 dated 05.12.2024 "Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai."

Having examined the Bidding Documents placed along with RFQ, we, the undersigned, offer to provide the required services for the completion of Works in conformity with the said RFQ Bidding documents for the sum of Rs.....(Rupees _____) (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.....2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Section 10 - Documents to be put in Envelope 'B'

Annexure J –Commercial Bid Details

(Bidder's Letter Head)

S.NO	DESCRIPTION	AMOUNT
A	Preparation Charges towards Feasibility work with TANGEDCO for Registration of Application For Getting addl demand of 1000 KVA in 33KV Supply	
B	Charges towards processing the application with TANGEDCO for Getting EMD and Development Advice	
C	Preparation for arranging detailed estimate for availing the Additional demand of 1000 KVA in 33 KV and obtaining sanction from the competent authority	
D	Sanctioning of Administrative approval and Technical sanction from TNEB for the Maximum Addl demand of 1000 KVA in upgrading 33KV	
E	Extension work with TANGEDCO 33kv Maximum Demand of 1000 KVA Execution Works	
F	Organizing the TANGEDCO officials for Inspection for the completed works for effecting Maximum demand of 1000KVA	
G	Arranging for effecting addl demand 1000 KVA in 33 KV from TANGEDCO	
H	Arranging CT as per the TANGEDCO Standard	
	Total (Exclusive of taxes)	

(Amount in Rs)

All prices are exclusive of taxes.

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Section 10 - Documents to be put in Envelope 'B'

Annexure K–Commercial Bid Form (Detailed)
(Bidder's Letter Head)

S.NO	Description	Qty	Unit	Unit Rate	Total Amount
A	Preparation Charges towards Feasibility work with TANGEDCO for Registration of Application For Getting addl demand of 1000 KVA in 33KV Supply	1	LS		
1	For preparation of documents, coordinating with TANGEDCO authorities for carrying out the following works in relation with obtaining maximum addl demand of 1000 KVA				
2	Submission of Application to SE's office , after collection of proper documents from NPCI				
3	Follow up of the application with concerned authorities of TANGEDCO and providing infrastructure details, connected load details, demand details etc with relevant documentations and drawings.				
4	To send the application for Registration in all respects to SE's office and for making the application got registered with TANGEDCO				
B	Charges towards processing the application with TANGEDCO for Getting EMD and Development Advice	1	LS		
1	After submission of HT Application through Online Portal follow up with SE for arranging for Inspection to site				
2	After Inspection Follow up with SE and forward the Application to the concern subordinates				

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

	(downstream) for process the same.				
3	Follow up with AEE general to Acknowledge it to process to SE for approval				
4	Follow up with SE to approve HT Application and receive the EMD and Development Advice				
C	Preparation for arranging detailed estimate for availing the Additional demand of 1000 KVA in 33 KV and obtaining sanction from the competent authority	1	LS		
1	After the payment of EMD and Development charges follow up with SE to forward the HT Application to O&M to prepare the estimate.				
2	Follow up with EE, AEE, AE -O and M to prepare the detailed estimate for the above work for addl demand of 1000KVA				
3	Submitting the detailed estimate to SE for scrutinizing and sanction.				
4	Follow up with SE to submit the Feasibility technical report and estimate to CE office for approval.				
D	Sanctioning of Administrative approval and Technical sanction from TNEB for the Maximum Addl demand of 1000 KVA in upgrading 33KV	1.00	LS		
1	1.Follow up with FR Report from SE Office 2.Scrutinizing the FR/technical specification with EE Technical in SE-office with cost estimation from CE-Commercial.3.After the Cost estimation and technical feasibility is satisfied' the estimate is send to SE-Office for scrutinizing and sanction.5.Then SE will give the Advice for paying the Estimation cost.				

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

E	Extension work with TANGEDCO 33kv Maximum Demand of 1000 KVA Execution Works	1.00	LS		
1	Towards the follow-up with TANGEDCO for the Executing the Work With respect to the administrative approval and technical sanction				
2	Follow up for completing the work in co-ordination with TANGEDCO -O and M				
F	Organizing the Tangedco officials for Inspection for the completed works for effecting Maximum demand of 1000KVA	1.00	LS		
1	Towards follow up for sending completion report for arranging (SE) for Inspection				
2	Follow up with SE to approve the completion report and forward the same to CE				
3	Follow up with CE for concurrence and approve the Completed works for energization.				
G	Arranging for effecting addl demand 1000 KVA in 33 KV from TANGEDCO	1.00	LS		
1	Towards the Charges for follow up with TNEB Official for getting final clearance from CE /SE				
2	Submitting the safety certificate to Tangedco for Commissioning the Additional Demand (Obtaining Safety certificate-NPCI scope)				
3	Based on safety certificate with load verification SE Will Issue Final clearance to MRT for Energization.				
4	After clearance, co-ordinate with MRT/ O and M to commission the for additional demand of Power				
H	Arranging CT as per the TANGEDCO Standard				

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

1	Supply, Installation, testing and commissioning of CT as per the TANGEDCO requirement for changing the demand	1.00	Ls		
---	---	------	----	--	--

Request for Quotation for selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority at Siruseri Chennai

Annexure L - Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (“**Agreement**”) is made and entered on this ----- day of -----, 2023 (“**Effective Date**”) between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of the Companies Act, 2013) and having its registered office at **1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra**, CIN: U74990MH2008NPL189067 (Hereinafter referred to as “**Disclosing Party**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

_____, a company/Partnership/Sole Proprietor/Association of People/ and having its registered office at _____ CIN: _____ (Hereinafter referred to as “**Receiving Party**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

Disclosing Party and Receiving Party 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 Disclosing Party and Receiving Party to perform the considerations (hereinafter called “**Purpose**”) set forth in below:

Purposes:

1. For selection of contractor for availing the Additional demand of 1000 KVA over and above the Existing Demand of 2000 KVA in 33 KV and obtaining sanction from competent authority

Article 2: DEFINITION

For purposes of this Agreement, “**Confidential Information**” means the terms and conditions, and with respect to Disclosing 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.

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Article 3: NO LICENSES

This Agreement does not obligate the Disclosing 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 to the Receiving Party any rights, license or authority in or to the Confidential Information disclosed to the Receiving Party under this Agreement or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by the Receiving Party for any purpose whatsoever. This Agreement does not create a joint venture or partnership between the parties.

Article 4: DISCLOSURE

1. Receiving Party agrees not to use the Disclosing Party's Confidential Information for any purpose other than for the specific purpose as mentioned in Article 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, representatives, agents, 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 does not make any representation or warranty as to the accuracy or completeness of Confidential Information. 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 Receiving party agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INJUNCTIVE RELIEF

The Receiving Party hereto acknowledge and agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Receiving Party agrees that in the event of a breach or threatened breach by the Receiving Party of the provisions of this Agreement, the Disclosing Party will have no adequate remedy in money or damages and accordingly the Disclosing Party, in addition to any other right or remedy available, shall be entitled to injunctive relief against such breach or threatened breach by the Receiving Party and to specific performance of any such provisions of this Agreement. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. If the Receiving Party is aware of a suspected or actual breach of this

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Agreement from Receiving Party's side, it shall (i) promptly notify the Disclosing Party in writing immediately; and (ii) take all reasonable and essential steps to prevent or stop any suspect or actual breach of this Agreement; (iii) Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

Article 7: NON-WAIVER

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

Article 8: DISPUTE RESOLUTION

Notwithstanding anything contained in Article 6 and the express rights of the Disclosing party contained and provided thereto, 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 (or any statutory modification or re-enactment thereof and rules framed thereunder from time to time) by a sole arbitrator appointed by Disclosing Party 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 9: GOVERNING LAW AND JURISDICTION

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

Article 10: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by Receiving Party without the prior written consent of Disclosing Party.

Article 11: TERM

This Agreement shall remain valid from the effective date till the time the Receiving Party is receiving Confidential Information or until the termination of this Agreement, whichever is later. This Agreement may be terminated by either Party by giving prior written notice of sixty (60) days to the other Party. However, the Receiving Party shall not be entitled to terminate this Agreement if there is subsisting business engagement between the Parties. Irrespective of the termination, the obligation of the Receiving Party to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement and shall remain in effect indefinitely.

Article 12: INTELLECTUAL PROPERTY RIGHTS, Media Disclosure, Publicity and Public Interaction

12.1 Receiving Party shall not use or permit the use of Disclosing Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or interact with media for any disclosure of findings or otherwise discuss or make reference to Disclosing Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without Disclosing Party's prior written consent.

12.2 Any interaction by the Receiving Party with media for any disclosure of findings, publicity, public interactions for undue advantage and/or any association whatsoever of Disclosing Party, without express consent/approval from Disclosing Party, shall result in breach, and for every incident of breach the Receiving Party shall be liable to pay the Disclosing Party, an amount which Disclosing Party, in its sole and absolute discretion, deems fit. This shall be without prejudice to the right of Disclosing Party to peruse any other right or remedy available to it under law.

Article 13: INDEMNITY

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In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided in this agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Receiving Party shall stop its breach of this agreement immediately and indemnify Disclosing party against losses resulting from its default, including the reasonable legal costs, which have been incurred by Disclosing party to investigate the default.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) In the case of personal delivery or electronic-mail, on the date of such delivery, (b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) In the case of mailing, on the seventh working business day following such mailing.
3. 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 and any additional agreement, if any, shall be binding along with that relevant Agreement in addition to this Non Disclosure Agreement without affecting the provisions of this agreement. In the event where only this agreement is existing than the provisions of this Agreement shall prevail. 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 or modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. The remaining provisions will continue in full force and effect.
4. Any breach of any provision of this Agreement by Receiving Party hereto shall not affect the Disclosing party's non-disclosure and non-use obligations under this Agreement.
5. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

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

NATIONAL PAYMENTS CORPORATION OF INDIA	COMPANY NAME
By:	By:
Name:	Name:
Designation:	Designation: