

REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE'S AT MUMBAI, HYDEREBAD and CHENNAI.

RFQ Reference No: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025 National Payments Corporation of India The Capital, 1001A, B Wing, 10th Floor, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 Website: www.npci.org.in

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The information contained in this Request for Quote (RFQ) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of National Payments Corporation of India (NPCI), is provided to the Bidder on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided.

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

# Table of Contents

ABBREVIATIONS	, ACRONYMS and DEFINATIONS	5
1. INTRODUCT	ΓΙΟΝ	6
	NPCI	
-	ive of this RFQ	
	the RFQ	
	igence.	
	hip of this RFQ	
2. BID SCHEDU	JLE AND EMAIL ID / ADDRESS FOR SUBMISSION	7
3. BID EARNES	ST MONEY	8
4. PROJECT P	ROFILE	8
5. SCOPE OF V	WORK	9
	cope of work	
	Point of Contact (SPOC)1	
-	ON TO BIDDERS	
	Iding Document	
	1	
	ations of Bidding Documents and Pre-bid Meeting1	
6.1.3 Amendr	ment of Bidding Documents	1
6.2 Prepara	ation of Bid1	2
	: Money Deposit (EMD)1	
	ure of EMD,1	
	of Validity of Bids	
	on of Period of Validity of Bids before expiry1	
	of Bid1	
	rocess1	
	the 3 Envelopes	
	the 3 Envelopes	
	be A - Eligibility Bid1 be B - Technical Bid	
	be C - Commercial Bid1	
	omission1	
	rency1	
	íguagé1	
7.7 Rejection	on of Bid1	6
	e for Submission and Extension1	
	d1	
	ations of Bids1	
-	o Reject, Accept/ Cancel the bid1	
-	andonment	
	pid1	
-	ting NPCI	
	IG AND BID EVALUATION PROCESS1	
	- Envelope 'A'	
	- Envelope 'B'	
	ation of Technical Bids	
	8 -Envelope 'C'	
	- Reverse Auction	
8.5 Penalty	/ clause 1	8
9. General Ter	ms and Condition1	9

9.1 Indemnity	
9.2 Final Completion Certificate	
9.3 Remedy on selected Bidder's failure to carry out work required	
9.4 Safety, Environment and Health Requirements	
10. Force majeure	20
11. Termination of Contract	20
12. Confidentiality	20
13. Resolution of Disputes	20
14. Compliance with Applicable Laws of India	21
15. Legal Compliances	21
16. Compliance of Labour AND Other Laws	22
17. Intellectual Property Rights	22
18. Statutory Compliance	22
19. Applicable Law and Jurisdiction	22
20. No Damage of NPCI Property	23
21. Fraudulent or Corrupt Practice	23
22. Governing Language	23
23. Address for Notices	23
Annexure A - Bid Offer Form (without Price)	
Annexure B- Bidder Information	
Annexure C - Declaration for Clean Track Record	
Annexure D - Declaration for Acceptance of RFQ Terms and Conditions	
Annexure E - Declaration for Acceptance of Scope of Work	
Annexure F - Format Power of Attorney (On Stamp paper of relevant value) or Board resolution	
Annexures G1 - Format of Earnest Money Deposit (DEMAND DRAFT)	
Annexures G2 - Format of Bank Guarantee for Earnest Money Deposit	
Annexure - H: NON-DISCLOSURE AGREEMENT	
Annexure I - Indicative Commercial Bid Form	

# ABBREVIATIONS, ACRONYMS and DEFINATIONS

The following abbreviations and acronyms defined in this RFQ are as under	The following	abbreviations	and acronyms	defined in this	RFQ are as under
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BG	Bank Guarantee		
EMD	Earnest Money Deposit		
NPCI	National Payments Corporation of India		
RFQ	Request for Quote		
PBG	Performance Bank Guarantee		
INR	Indian Rupee		
LD	Liquidated Damages		
LOI	Letter of Intent		
PAN	Permanent Account Number		
TIN	Tax Identification Number		
WO/ PO	Work Order/ Purchase Order		
SOW	Scope of work		

## 1. INTRODUCTION

#### 1.1. 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 five core values: Passion for Excellence, Integrity, Customer Centricity, Respect and Collaboration.

#### 1.2. Objective of this RFQ.

The objective of this RFQ is to invite prospective qualified Installer/Systems Integrators/Partners, hereby also known as 'Bidder or Bidders' to propose and submit a solution to design, install and commission, service and maintain an Access Control Card Readers (RuPay NCMC certified card reader) of NPCI & NPCI Group companies at PAN India Locations.

The shortlisted bidder will be responsible for undertaking end to end solution to design, install and commission, service and maintain an Access Control Card Readers services as per the BOQ and scope defined and other specifications provided in this RFQ by NPCI.

#### 1.3. 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.

#### 1.4. Due Diligence.

The bidder is expected to examine all instructions, terms and specifications stated in this RFQ. The bid shall be deemed to have been submitted by the bidder after careful study and examination of this RFQ document. The bid should be precise, complete and in the prescribed format as per the requirement of this RFQ document. Failure to furnish all information or submission of a bid not responsive to this RFQ will be at the bidders' risk and may result in rejection of the bid. The decision of NPCI on rejection of a bid shall be final and binding on the bidder and the grounds of rejection of bid should not be questioned by the bidder during or after the final declaration of the successful bidder. The bidder is requested to carefully examine the RFQ document, 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 in 2(9) below.

#### 1.5. Ownership of this RFQ

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

## 2. BID SCHEDULE AND EMAIL ID / ADDRESS FOR SUBMISSION

Sr. No	Title	Description
1	Name of the Project	REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE'S AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.
2	RFQ Reference Number	NPCI/RFQ-2024-25/0198 Dated: 13 <sup>th</sup> February 2025
3	Last date of receiving bidders Pre-bid clarifications in writing	Date: 19 <sup>th</sup> February 2025,Wednesday Time: EOD Note: Any and all Pre-Bid queries shall be sent to mail id'S as mentioned in section 2(9) below.
4	Date, VC details and Time for Pre-bid Meeting	Date : 20 <sup>th</sup> February 2025, Thursday Time : 3 pm VC details : Join the meeting now
5	Last date and time for Bid Submission for (Eligibility, Technical and Commercial bids).	Date: 26 <sup>h</sup> February 2025, Wednesday Time: EOD.
7	Date and Time of Eligibility and Technicalbid Opening	Date:- 27 <sup>th</sup> February 2025, Thursday Time:- 12 pm VC Details: <u>Join the meeting now</u>
8	Date and Time of Commercial Bid Opening	Date: - 28 <sup>th</sup> February 2025, Friday Time: - 3 pm VC : - will be shared with successful bidders. Will be informed to the bidders who qualify in the Technical Bid
9	Bid Related Queries	Subodh Vishwasrao Email id: <u>Subodh.vishwasrao@npci.org.in</u> Wasim Lodhi Email id: <u>Wasim.lodhi@npci.org.in</u> Vijay Bandarkar Email id: <u>vijay.bandarkar@npci.org.in</u>
10		National Payments Corporation of India Unit no. 202, 2nd Floor, Raheja Titanium, Off Western Express Highway, Goregaon East, Mumbai 400 063

## 3. BID EARNEST MONEY

Sr. No	Title	Description
1	Bid Security/EMD	Rs 100,000 (Indian Rupees One Lakh only)

The bidder who wishes to participate in this RFQ shall be required to remit the bid security/ EMD as stated above in any one of the following modes. EMD will be returned to the bidders after the finalization of the successful bidder.

Demand draft in favor of "National Payments Corporation of India" payable at Mumbai.

Bank Guarantee valid for a period of 3(Three) months issued by a scheduled commercial bank in favor of "National Payments Corporation of India" in the format as specified in this RFQ document (refer Annexure - G2)

## 4. PROJECT PROFILE

-	REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE'S AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.				
Project Location Scheduled time of Completion	<ul> <li>National Payments Corporation of India</li> <li>1. Unit No.001,002,101, 102,201,202, 301 &amp; 302, Raheja Titanium, Western Express Highway, Goregaon - East, Mumbai - 400 063</li> <li>2. National Payments Corporation of India (NPCI), Survey No.205/1(P) &amp; 205/5 (P), Narsingi Village, Gandipet Mandal, Rangareddy, Hyderabad - 500075, Telangana</li> <li>3. National Payments Corporation of India (NPCI), Plot No.6/D-6, SIPCOT IT PARK, Siruseri, Chennai - 603103, Tamilnadu.</li> <li>4. National Payments Corporation of India 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051</li> <li>5. National Payments Corporation of India, 27th &amp; 28th floor ,Oberoi Commerz III, International Business park ,Oberoi Garden City , Goregaon east , Mumbai 400063.</li> <li>Project to be completed by 31<sup>st</sup> March 2025</li> </ul>				
Bid Evaluation Methodology	<ul> <li>The following four stage evaluation system will be followed in bid evaluation:</li> <li>Stage 1: Eligibility Criteria Bid</li> <li>Stage 2: Technical Bid.</li> <li>Stage 3: Commercial Bid</li> <li>The bidder clearing the eligibility criteria is eligible to participate in technical evaluation.</li> <li>The bidder clearing the technical evaluation is eligible to participate in commercial evaluation.</li> <li>All bidders clearing the technical evaluation will be invited to participate in a reverse auction.</li> <li>I. The L1 Bidder in the reverse auction will be declared as the final bidder.</li> <li>II. Reverse auction will be performed separately.</li> </ul>				
Condition	NPCI does not bind itself to accept the lowest Bidder and reserves the right to reject any or all the bids or cancel this 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.				
Schedule of Payment	Payment Milestone	Payment			
	<ul> <li>PO release</li> <li>Material Delivery at all site</li> <li>Completion of installation and successful testing at all site</li> <li>After Warranty period</li> <li>CAMC services</li> </ul>	<ul> <li>25% advance payment to be released along with PO</li> <li>65% upon delivery of material to all site</li> <li>10% upon completion of installation and successful testing at all site</li> <li>10% after warranty period</li> <li>3 years CAMC services (after warranty period) advance will be released at the beginning of each quarter</li> </ul>			

## 5. SCOPE OF WORK

### 5.1 Broad scope of work

The following are the requirements from the RuPay NCMC certified card reader provider for corporate access control in NPCI in terms of performance, security, connectivity, environmental resilience, and maintenance. All proposals must address these criteria with supporting technical documentation.

The qualified Installer/Systems Integrators/Partners, hereby also known as 'Bidder or Bidders' to propose and submit a solution to design, install and commission, service and maintain an Access Control Card Readers (RuPay NCMC certified card reader) of NPCI & NPCI Group companies at PAN India Locations.

Parameter	Specification		
СРИ	Cortex A7 CPU or higher		
RAM	512MB or above		
Memory	4 GB or above		
External Communications	Debug UART, Data UART, CAN, USB 2.0 Host, USB 2.0 Device, 12C		
Ethernet	10/100 Ethernet		
Audio interface	Buzzer		
Video Interface	RGB display Interface (Optional)		
Contactless interface	Built-in Antenna, ISO/IEC 14443-A, B, NFC, *EMVCO contactless mode L1, L2 RuPay NCMC Certified (9x Series)		
Reading Range	Up to 4cm (As per EMVCo L1)		
RTC	Built-in Real-Time Clock - battery backed		
Operating System	Android 10/Linux OS with full API and device access for developers		
Operating Temperature -20°C to +60°C			
IP and Impact Protection	IP65		
Security	Secure boot provided by ROM Advanced physical tamper security Advanced Public-key hardware with support for RSA and ECC, PCI PTS DES/ AES Side-channel Attack Compliance Evaluation		
Supply Voltage	5V DC		
Communication	Rs 232 Wiegand/ Rs485 Bidirectional		
Output Digits	10 hexadecimal, 16 hexadecimal		
Operating voltage	DC 12V; & Device power supply 5V		
Output	WG26 or WG34		
Dimensions (L X W X D)	Below 100 mm X 100 mm X 70 mm		
Certification	EMVCo L1, RuPay NCMC Contactless (qSPARC 2.0 +), PCI PTS 6.x and higher		
Application Software	Capability to read the OSA as per the OSA structure defined by NPCI. Extract the access data of the employee from OSA data structure defined by NPCI Send the access data to the controller for validation via Wiegand protocol Reader should be able to validate the access data of the employee offline		

#### 1. <u>Card reader/validator</u>

### 2. PoS Machines

Requirement of 10 Nos. of PoS machines, 4 Nos. at Mumbai location, 3 Nos. Chennai, 3 Nos. Hyderabad (inclusive of backup terminals)

Parameter	Specification	
CPU	Cortex A7 CPU or higher	
RAM 512MB or above		
Memory	4 GB or above	
External Communications	4G + WiFi + Bluetooth	
Battery	3350mAh x 7.2V battery with alternative options	
Built-in Antenna, ISO/IEC 14443-A, B, NFC, *EMVCOContactless interfaceL2 RuPay NCMC Certified (9x Series)		
Reading Range	Up to 4cm (As per EMVCo L1)	
RTC	Built-in Real-Time Clock - battery backed	
Operating System	Android 10 or higher	
Operating Temperature	-20°C to +60°C	
IP and Impact Protection IP65		
Security	Secure boot provided by ROM Advanced physical tamper security Advanced Public-key hardware with support for RSA and ECC, PCI PTS DES/ AES Side-channel Attack Compliance Evaluation	
Adapter	Input: 100 - 240V AC, 50Hz / 60Hz   Output: 5.0V DC, 2.0A	
Dimensions (L X W X D)	Below 200 x 80 x 70 mm	
Certification	EMVCo L1, RuPay NCMC Contactless (qSPARC 2.0 +), PCI PTS 6.x and higher	
Displays	Above 5" IPS HD+ 720 x 1440 Pixels Multi-Point Capacitive Touch Screen	
Printer	Below 100mm/sec   Paper roll outer diameter: below 50mm	
SIM	4G or higher (Optional)	
Application Software	Capability to read and update the OSA data as per the OSA structure defined by NPCI.	

### 5.2 Single Point of Contact (SPOC)

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

## 6. INSTRUCTION TO BIDDERS

### 6.1 The Bidding Document

#### 6.1.1 RFQ

RFQ shall mean Request for Quote. Bid, tender and RFQ are used interchangeably to mean the same. Similarly, PO and WO are used interchangeably to mean the same.

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

#### 6.1.2 Clarifications of Bidding Documents and Pre-bid Meeting

A prospective Bidder requiring any clarification of the bidding documents may notify NPCI in writing at NPCI's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 2. BID SCHEDULE AND EMAIL ID /ADDRESS FOR SUBMISSION of this RFQ.

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

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

Replies to all the clarifications, modifications received through mail, email or Prebid meeting queries will be addressed to all bidders via email.

### 6.1.3 Amendment of Bidding Documents

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.

Amendments will be provided in the form of an addendum to the bidding documents, which will be shared with bidders by email. Addendum will be binding on bidders. It will be assumed that the amendments contained in such an addendum had been taken into account by the bidder in its bid.

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 intimated to the bidders by email.

From the date of issue of the addendum, the addendum to the RFQ shall be deemed to form an integral part of the RFQ.

### 6.2 Preparation of Bid

### 6.2.1 Earnest Money Deposit (EMD)

The bidder is required to deposit Rs. 100,000 (Rupees One Lakh only) in any one of the following modes:

- i. in the form of a demand draft / pay order in of "National Payments Corporation of India" payable at Mumbai or
- ii. in the form of Bank Guarantee (as per the format provided in Annexure G2) issued by a scheduled commercial bank and valid for 3 (three) months.

No interest will be paid on the EMD by NPCI.

#### 6.2.2 Forfeiture of EMD,

The EMD made by the bidder will be forfeited if:

- 1. The bidder withdraws its bid before opening of the bids or after opening of the bids but before notification of award or after notification of award.
- 2. Bidder alters its bid during the bid validity period without NPCI's request for change in technical specification.
- 3. Bidder submits any false information in support of its eligibility criteria, technical evaluation criteria or tampers with the RFQ documents.
- 4. The selected bidder fails to submit the PBG within stipulated period from the date of acceptance of the WO. In such instance, NPCI, at its discretion, may cancel the WO placed on the selected bidder without giving any notice.
- 5. If the EMD is forfeited as stated above, the bidder will stand ineligible for further consideration for this RFQ.

#### 6.2.3 Period of Validity of Bids

Bids shall remain valid for a period of 60 (Sixty) days after the date of bid opening as mentioned in Section 2 <u>BID SCHEDULE AND EMAIL ID /ADDRESS FOR SUBMISSION</u> of this RFQ or as may be extended from time to time. NPCI reserves the right to reject a bid valid for a period shorter than 90 (Ninety) days as non-responsive, without any correspondence.

#### 6.2.4 Extension of Period of Validity of Bids before expiry

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may at its own discretionextend the bid validity period. The EMD provided shall also be suitably extended by the bidders.

## 7 Submission of Bid

### 7.1 Bidding Process

Envelope bidding process Signed and stamped hard copies in sealed envelopes should be submitted by the Bidder.

### 7.2 Contents of the 3 Envelopes

The Bid shall be prepared in 3 (three) different envelopes, Envelope A, Envelope B and Envelope C. Each of the 3 (three) Envelopes shall then be sealed and put into an outer envelope marked as

REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE'S AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.RFQ Reference: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025"

The inner and outer envelopes shall be addressed to NPCI at the address mentioned in Section2. hard copies to be handed over by Bidder to NPCI

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 bid's misplacement or premature opening.

## 7.3 Contents of the 3 Envelopes

#### 7.3.1 Envelope A - Eligibility Bid

The following documents as per the sequence listed shall be inserted inside Envelope an Eligibility Criteria Matrix

Sr No	Description	Proof to be attached
1	Registered company under The Companies Act, 1956 or 2013 or Partnership firm/ LLP or Proprietary firm having their office in India in existence for a minimum of 5(five) years	Hard copies for any of the below mentioned proof should be submitted in terms of valid certificate of registration /Incorporation/ commencement/ MOA& AOA/ S&E/partnership deed, etc. Signed and stamped hard copies should be provided in sealed envelope
2	The bidder should have a minimum annual turnover of Rs. 1 Crore (One crore), during any of the last five financial years (2019- 20, 2020- 21, 2021-22, 2022-23 & 2023-24) or calendar years 2019, 2020,2021, 2022, 2023 or bidder's financial years. Annual Turnover will be considered for main bidder firm and not for the Group Company or Subsidiary Company.	<ul><li>A. 3 years Audited Balance Sheet</li><li>B. 3 years' independent Auditors report.</li><li>Signed and stamped hard copies on to be provided in sealed envelope.</li></ul>
3	Complete RFQ document signed by authorized signatory	Signed and stamped hard copies on to be provided in sealed envelope

Sr No	Description	Proof to be attached
		Annexure - A
4	Bid Offer Form without Price	Signed and stamped hard copies on to be provided in sealed envelope
		Annexure - B
5	Bidders Information	Signed and stamped hard copies on to be provided in sealed envelope
	Clean Track record:-The Bidder should not be currently blacklisted by any Government	Annexure - C
6	/ Government agency/ Bank / institution in India or abroad	Signed and stamped Hard copies on bidders letter head to be provided in sealed envelope
7		Annexure - D
	Acceptance of RFQ terms and condition	Signed and stamped hard copies on to be provided in sealed envelope
		Annexure - E
8	Acceptance of RFQ SOW	Signed and stamped hard copies on to be provided in sealed envelope
		Annexure -F
9	Power of attorney / Board resolution	Signed and stamped hard copies on to be provided in sealed envelope
10	Bid Earnest Money Deposit in the form of Demand Draft (DD) or in the form of Bank	Annexure G-1 - DD OR Annexure G-2 Bank Guarantee Format
	Guarantee	Signed and stamped hard copies on to be provided in sealed envelope
		Annexure - H
11	Non-Disclosure Agreement (Rs 500/- stamp paper or franking)	Signed and stamped Hard copies on Rs. 500 Stamp paper/ franking to be provided in sealed

#### Note -

- The bidder is required to submit all necessary supporting documents as mentioned in the Annexures.
- Eligibility Bid or Technical Bid envelope submission shall not include any commercial information. If the Eligibility Bid or Technical Bid envelope submission contains any commercial information, the bid will be rejected.
- If the bidder is not eligible as per the above criteria, the bidder's proposal will be rejected.

### 7.3.2 Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B

#### TECHNICAL CRITERIA MATRIX

Sr. No.	Technical Evaluation Criteria	Supporting Documents (Signed and stamped by authorized signatory)	Vendor to select any one appropriate option given below		
1	Pan India office presence	Declaration to given on letterhead of bidder with office address	> 3 2-3 < 2		
2	Past similar project with peer companies	Declaration to given on letterhead of bidder with peer companies details	Banks/fintech Other sectors None		
3	Overall experience in similar project of service and maintain an Access Control Card Readers	Declaration on bidders company letter heads	>5 years <3<5 years <3 years		
4	Project Execution Timelines	Declaration on bidders company letter heads	March 21-31 April 1-15 Post 15 April		
5	Certification (as per SOW)	Declaration on bidders company letter heads with copy of certificate	Yes No		
6	Application Software (as per SOW)	Declaration on bidders company letter heads with copy of certificate	Yes No		

### 7.3.3 Envelope C - Commercial Bid.

Signed and stamped hard copies on to be provided in sealed envelope.

The following documents shall be inserted inside Envelope C:

i. Indicative Commercial Bid Form and Indicative Bill of Quantities (BOQ) with rates – Annexure I

### 7.4 Bid Submission

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

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

No columns of the RFQ 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.

### 7.5 Bid Currency

All prices shall be expressed in Indian Rupees only.

### 7.6 Bid Language

The bid shall be in English Language.

#### 7.7 Rejection of Bid

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

- Does not bear signature of authorized person.
- Is received through Fax.
- Is received after expiry of the due date and time stipulated for Bid submission.
- Is incomplete / incorrect.
- Does not include requisite documents.
- Is Conditional.
- Does not conform to the terms and conditions stipulated in this RFQ.

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.

#### 7.8 Deadline for Submission and Extension

The last date of submission of bids is given in Section 2. <u>However</u>, the last date of submission may be amended by NPCI and shall be notified to the bidders through email. NPCI may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be informed to the bidder through email, in which case all rights and obligations of NPCI and Bidders will thereafter be subject to the deadline as extended.

#### 7.9 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.

#### 7.10 Modifications of Bids

Bids once submitted will be treated as final and no further correspondence(s) will be entertained regarding the same.

No bid will be modified by the bidder after the deadline for submission of bids except on request made by NPCI for bringing consistency/clarity in the technical differences. NPCI reserves the right to call for such additional information from the bidder as it may deem fit to carry out commercial comparison.

#### 7.11 Right to Reject, Accept/ Cancel the bid.

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

NPCI does not bind itself to accept the lowest bidder and reserves the right to reject any or all the bids 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 a re-issue.

### 7.12 RFQ Abandonment

NPCI may at its discretion abandon the process of the selection of bidder at any time before notification of award without assigning any reason whatsoever.

#### 7.13 Bid Evaluation Process

The bid evaluation will be carried out in 4(Four) stages as prescribed in Section <u>8.BID OPENING</u> <u>ANDBID EVALUATION PROCESS</u> of this RFQ.

#### 7.14 Single bid

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI shall decide to continue with the RFQ process.

#### 7.15 Contacting NPCI

From the time of bid opening to the time of the award of contract, 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 as prescribed in Section 2: BID SCHEDULE AND EMAIL ID / ADDRESS FOR SUBMISSION of this RFQ. Any attempt by the bidder to contact NPCI with a view to canvasing for a bid or put any pressure on any official of the NPCI may entail disqualification of the concerned bidder and/or its bid.

## 8. BID OPENING AND BID EVALUATION PROCESS

The Bid Evaluation will be carried out in 4 (four) stages:

#### 8.1 Stage 1 - Envelope 'A'

#### Envelope 'A'

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

#### 8.2 Stage 2 - Envelope 'B'

#### 8.2.1 Examination of Technical Bids

NPCI will examine the bid so determine whether they are complete (Hard copies to be submitted); whether the required information have been provided as underlined in the bid document.

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 non-conformity. 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.

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

a) Compliance with technical specifications as specified in the RFQ.

b) NPCI reserves the right to call for presentation and discussions on the approach of execution of project from the short-listed bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.

c) Submission of duly signed compliance statement as stipulated in Annexures.

d) To assist in the examination, evaluation and comparison of bids, NPCI may, at its discretion, ask any or all the bidders for clarification and the response shall be in writing. However, no change in the price or substance of the bid shall be sought, offered or permitted.

e) NPCI reserves the right to shortlist bidders based on technical evaluation criteria.

f) Whosoever scores more than **70**% marks in technical bid will be called as successful bidder in technical evaluation.

#### 8.3 Stage 3 - Envelope 'C'

**Envelope 'C'** of those bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing successful bidder.

#### 8.4 Stage 4 - Reverse Auction

Reverse Auction will be performed separately, NPCI at its discretion can further decide to go ahead with Reverse Auction for commercial evaluation.

All participants in reverse auction need to submit itemized rates to NPCI post reverse auction.

#### 8.5 Penalty clause

For delay in completion of the project, Liquidated damages @ 0.5% of the contract value per week will be imposed subject to a maximum of 5% of the total work value of the contract. If the project is delayed beyond these then NPCI has full rights to terminate the PO for balance work as per NPCI's discretion.

In case of uncontrollable circumstances, the decision on the levying of penalty will be at the sole discretion of NPCI management and such decision will be binding on Bidder.

## 9. General Terms and Condition

#### 9.1 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 toor resulting from any act or omission or negligence or misconduct of Bidder and their employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the Bidder, employment claims of employees of the Bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of the Bidder, 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. The extent of liability shall be limited to the Total contract value.

#### 9.2 Final Completion Certificate

The work shall deem to have been finally accepted after authorization of the completion certificate by NPCI, subject tofulfilment of all the following terms by the bidder: -

a. Handing over of the Completion Certificate of All the Access Control Card Reader installation and successful testing to NPCI as per SOW & BOQ.

The works shall be deemed to have been approved and accepted only on authorization of final completion certificate by NPCI team without prejudice to NPCI's rights under the contract.

#### 9.3 Remedy on selected Bidder's failure to carry out work required.

If the selected Bidder fails to do any work as per the BOQ and scope provided in this RFQ, NPCI shall be entitled to employ and pay other Bidder to carry out the same and actual payout shall be borne by the bidder selected through this RFQ.

If the selected Bidder fails to respond during the Defects Liability Period, or attend to the defect rectification within 7(Seven) days (within the defect liability period) of time the same is intimated to him, NPCI reserve the right to get the work done by any other agency at the risk and cost of the Bidder selected through this RFQ, and deduct the actual amount from the Bidder's retention money or even encash the retention BG/DD submitted by the bidder.

#### 9.4 Safety, Environment and Health Requirements

The Bidder shall comply with the safety precautions, protective measures, housekeeping requirements, etc. The project managers / architects with due intimation shall have the right to stop the work at site, if in his opinion, proceeding with the work will lead to an unsafe and dangerous condition. The bidder shall ensure the unsafe condition and unsafe acts are eliminated / minimized at the site and shall provide necessary protective equipment to the workmen as required. The bidder shall ensure that all workmen are aware about the nature of risks involved in their work and have adequate knowledge for carrying out their work safely.

## 10. Force majeure

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

If a force majeure situation arises, the Bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Bidder shall continue to fulfil its obligations under the contract as far as possible. If the event of Force Majeure continues for more than 30(Thirty) days, either party shall be entitled to terminate the contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of the contract as a result of an event of Force Majeure.

## 11. Termination of Contract

NPCI holds the right to terminate the RFQ / contract at any point during the project by a written notice sent to Bidder. If termination happens because of the internal call taken by NPCI, then bidder will be compensated on pro-rata basis for the work completed subject to submission of valid proofs / bills. If termination happens because of breach of terms and condition mentioned in RFQ, then NPCI management will take final call on pay-outs to the bidder.

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

## 12. Confidentiality

The Bidder shall (whether he submits the tender) treat the details of the documents as secret and confidential. The successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure H: NON-DISCLOSURE AGREEMENT hereof on stamp value of Rs 600

### 13. Resolution of Disputes

All disputes or differences between NPCI and the Bidder shall be settled amicably. If, however, NPCI and 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 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 each to be appointed by NPCI and the successful Bidder. The third Arbitrator shall be appointed 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 the Bidder. The cost and expenses of Arbitration proceedings will be paid as determined by mutually appointed 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.

Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

## 14. 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 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 againstall 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 its 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.

## 15. 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 likeProfession 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 and 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.

## 16. Compliance of Labour AND Other Laws

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

## 17. 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 shallnot be entitled to use the same without the express prior written consent of NPCI. Nothing in this RFQ or contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in this RFQ or contract, this clause shall survive indefinitely.

## 18. Statutory Compliance

Bidder shall comply and ensure strict compliance by his employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify NPCI from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against NPCI under Employees" Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, etc. Shop and EstablishmentAct and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto. Bidder shall ensure to keep and maintain all the statutory registers, records as required under provisions of contract of Labour (R&A) Act, 1970, Minimum Wages Act and the rules made thereunder, Employees Provident Fund Act, 1952 and keep the same available for inspection by NPCI and Government Authorities.

## 19. Applicable Law and Jurisdiction

The contract 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 the contract 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.

## 20. No Damage of NPCI Property

Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the project. 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.

## 21. Fraudulent or 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 Bidders (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.

### 22. Governing Language

All correspondences and other documents pertaining to the RFQ, or subsequent documents shall be in Englishonly.

### 23. Address for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:	Bidder's address for notice purpose: (To be
	filled by Bidder)
National Payments Corporation of India1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex,Bandra (East), Mumbai - 400 051	

#### Annexure A - Bid Offer Form (without Price) (Bidder's Letter Head) OFFER LETTER

Date:

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

Dear Sir,

Subject: "REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE'S AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.RFQ Reference: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025"

We have examined the above referred RFQ documents 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/s of this RFQ.

3. We have not induced nor attempted to induce any other bidders 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.

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 all the clauses in the RFQ and agree to abide by them. We also note that NPCI reserves the right to cancel the order and order cancellation clause asper terms and conditions would be applicable.

We agree that the bid shall remain valid for 90 (Ninety) days after the date of bid opening.

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

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.

RFQ for procurement of \_\_\_\_\_\_

\_\_\_\_\_\_valid for 3 (three) months for an amount of INR 1,00,000 (Indian Rupees One Lakh only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

#### 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)								
4	Details of Incorporation of the Company.	Date:							
		Ref#							
5	Valid Sales tax registration no.								
6	Valid Service tax registration no.								
7	Permanent Account Number (PAN)								
8	Goods and Services Tax (GST)								
	Registration Numbers								
9	City								
10	State								
11	Pin Code / State Code								
12	GSTIN Number								
13	HSN Number								
14	Name and Designation of the contact								
	person to whom all references shall be								
	made regarding this RFQ								
15	Telephone No.								
	(Cell # and Landline # with STD Code)								
16	E-Mail of the contact person								
17	Fax No. (with STD Code)								
18	Website								
	Financial Details (as	per audited	Balance She	ets) (in Cr)					
19	Year	2019-20	2020-21	2021-22	2022-23	2023-24			
20	Net worth								
21	Turn Over								

#### Annexure C - Declaration for Clean Track Record

(Bidder's Letter Head)

То

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

Sir,

I have carefully gone through the terms and conditions contained in the "REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE'S AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.RFQ Reference: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025"

I hereby declare that my company has not been debarred/blacklisted by any Government / Quasi Government / Private organizations in India / abroad. I further certify that I am a competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

#### Annexure D - Declaration for Acceptance of RFQ Terms and Conditions

(Bidder's Letter Head)

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

Dear Sir,

I have carefully gone through the terms and conditions contained in the RFQ document for "REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE's AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.RFQ Reference: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025"

I declare that all the provisions of this RFQ 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:

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

Sir,

I have carefully gone through the Scope of Work contained in the RFQ document for "REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE's AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.RFQ Reference: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025"

I declare that all the provisions of this RFQ Document including the Scope of Works to be performed by us are acceptable to us. 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:

#### Annexure F - Format Power of Attorney (On Stamp paper of relevant value) or Board resolution

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 thingsnecessary in connection with or incidental to our proposal for "REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE's AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.RFQ Reference: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025"

In response to the RFQ by NPCI, including signing and submission of all the documents, providing information/responses to NPCI in all the matter in connection with our bid and attending meetings with NPCI on our behalf. We hereby agree and ratify that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

For\_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

(Signature)

(Name Designation)

Date:

#### To be put in Envelope 'A'

Bidder's Letter for EMD (Demand Draft)

To Chief HR and Administration, National Payments Corporation of India 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051

Subject: "REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE'S AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.RFQ Reference: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025"

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

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

National Payments Corporation of India:

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

BANK GUARANTEE No.: \_\_\_\_\_

We have been informed that (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of under RFP No.: dated in response to the RFQ by NPCI-"REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE's AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.RFQ Reference: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025"

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

At the request of the Bidder, we \_\_\_\_\_hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs.\_\_\_\_\_ Rupees\_\_\_\_\_(In words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, as below -

1. Bidder withdraws its bid before opening of the bids or after opening of the bids but before Notification of Award or after notification of award.

2. Bidder alters its bid during the bid validity period without NPCI's request for change in technical specification.

3. Bidder submits any false information in support of their eligibility criteria, technical evaluation criteria or tampers with the RFQ documents.

4. Selected bidder fails to submit the PBG within stipulated period from the date of acceptance of the work order. In such instances, NPCI at its discretion may cancel the order placed on the selected bidder without giving any notice.

5. If the EMD is forfeited as stated above, the bidder will stand ineligible for further consideration for this RFQ.

[Signature]

#### Annexure - H: NON-DISCLOSURE AGREEMENT (To be printed on Rs.500/- Stamp paper/ Franking)

#### NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this ------ day of-----, 2025 ("Effective Date") between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at 1001A, B Wing, 10th Floor, The Capital, Plot 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/ at	and	having	its	registered	office				
_					(Hereinaft	er referred to as				

"Receiving Party", which expression shall mean and include unless repugnant to the context, itssuccessors 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:

Purpose -FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE'S AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.

#### 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 Partyfrom 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.

#### 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, orproducts; or to enter into any other form of business, contract or arrangement. Furthermore, nothingcontained 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 ConfidentialInformation 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 ventureor partnership between the parties.

#### Article 4: DISCLOSURE

- 1. The Receiving Party agrees not to use the Disclosing Party's Confidential Information for any purpose other than for the specific purpose as mentioned in the recital clause. 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 lessthan 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 threatenedbreach 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 breachof this 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 7 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 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 Ninety (90) 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 mediafor any disclosure of findings or otherwise discuss or make reference to Disclosing Partyin any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, withoutDisclosing 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 DisclosingParty, without express consent/approval from Disclosing Party, shall result in breach, andfor 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

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 otherparty 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 thirdbusiness day following dispatch and (c) In the case of mailing, on the seventh working businessday 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 theDisclosing 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 theDisclosing 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	(BIDDER COMPANY NAME )
By:	By:
Name:	Name:
Designation:	Designation:

#### Annexure I - Indicative Commercial Bid Form

(Bidder's Letter Head)

(Documents to be put in Envelope 'C' - Commercial Bid)

To Chief HR and Administration, National Payments Corporation of India 1001A, B wing 10th Floor, 'The Capital', Bandra- Kurla Complex, Bandra (East), Mumbai - 400051

Dear Sir,

Subject : "REQUEST FOR QUOTATION (RFQ) FOR EMPANELMENT OF SUPPLIER FOR PROVIDING SERVICES ON ACCESS CONTROL CARD READER (RuPay NCMC CERTIFIED) FOR NPCI & NPCI GROUP COMPANIES OFFICE'S AT MUMBAI (GOREGAON, BKC), HYDEREBAD and CHENNAI.RFQ Reference: NPCI/RFQ-2024-25/0198 Dated: 13<sup>th</sup> February 2025"

Having examined the Bidding Documents placed along with RFQ, we the undersigned, offer to provide the required infrastructure in conformity with the said Bidding documents for the sum of Rs.\_\_\_\_. (Rupees in word\_\_\_\_\_) (Exclusive of taxes).

We understand that if there is any item which is not deployed as per BOQ, the same will be deducted as per the line item wise cost submitted post Reverse Auction.

We undertake that if our Bid is accepted, to deliver within the stipulated time schedule. We agree toabide 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 all the applicable laws including 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... 2025

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf

Sr. No.	Item Description	Make Model	Model	UOM	Mumbai		Chennai	Hyderabad	Total	Rate Per	Amount (excluding	
			moder		BKC	Raheja	Oberoi	Cherman	Tryactabad	rotur	Unit	taxes)
1	Card reader/validator (as per SOW)			Nos.	10	65	30	111	84	300		
2	PoS Machines (as per SOW)			Nos.		4		3	3	10		
3	CAMC for Card reader/validator for 1st year			lot						1		
4	CAMC for Card reader/validator for 2nd year			lot						1		
5	CAMC for Card reader/validator for 3rd year			lot						1		

• Final quantities may vary at the time of actual order.

- Quantity of supply of materials may increase or decrease. However, in any of the cases per unit rate will remain as per e-bid cost.
- All TLB (travel, lodging & boarding) costs, management fees, labour charges to be considered in the bid cost. Only GST will be extra. Varai (Mathadi) will be in bidder scope.

Dated this..... Day of... 2025

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf