

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops



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Desktops and Laptops

RFP Reference No: NPCI/RFP/2018-19/IT/09 dated 06.11.2018
National Payments Corporation of India
Unit no. 202, 2nd floor,
Raheja Titanium, CTS No. 201,
Western Express Highway,
Goregaon East, Mumbai 400 063
Website: www.npci.org.in

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The information contained in this Request for Proposal (RFP) 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 RFP document and all other terms and conditions subject to which such information is provided.

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

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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Checklist

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

1. Demand Draft / Banker's Cheque / Bank Guarantee of INR 5,00,000/- (Rupee Five Lakhs only) towards Bid Security in Envelope 'A' - Earnest Money Deposit (EMD)
2. Eligibility Criteria and Technical Bids are prepared in accordance with the RFP document.
3. Envelope 'A' - Eligibility Criteria Response.
4. Envelope 'B' - Technical Response
5. All the pages of Eligibility Criteria Response and Technical Bid are duly sealed and signed by the authorized signatory.
6. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - 'A'.
7. Prices are quoted in Indian Rupees (INR).
8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
9. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

CHECKLIST.....	3
ABBREVIATIONS AND ACRONYMS	7
SECTION 1 - BID SCHEDULE AND ADDRESS.....	8
SECTION 2 - INTRODUCTION	9
2.1 ABOUT NPCI.....	9
2.2 OBJECTIVE OF THIS RFP:	9
2.3 COST OF THE RFP	9
2.4 DUE DILIGENCE	9
2.5 OWNERSHIP OF THIS RFP.....	9
SECTION 3 – SCOPE OF WORK.....	10
3.1 SCOPE OF WORK:.....	10
3.2 SINGLE POINT OF CONTACT	10
SECTION 4 - INSTRUCTION TO BIDDERS	11
SECTION 5 - INSTRUCTION TO BIDDERS	12
A. THE BIDDING DOCUMENT	12
5.1 RFP	12
5.2 COST OF BIDDING	12
5.3 CONTENT OF BIDDING DOCUMENT	12
5.4 CLARIFICATIONS OF BIDDING DOCUMENTS AND PRE-BID MEETING	12
5.5 AMENDMENT OF BIDDING DOCUMENTS	12
B. PREPARATION OF BID	13
5.6 BID PRICE	13
5.7 EARNEST MONEY DEPOSIT (EMD)	13
5.8 RETURN OF EMD	13
5.9 FORFEITURE OF EMD.....	13
5.10 PERIOD OF VALIDITY OF BIDS	13
5.11 EXTENSION OF PERIOD OF VALIDITY	13
5.12 FORMAT OF BID	13
5.13 SIGNING OF BID	13
C. SUBMISSION OF BID	14
5.14 ENVELOPE BIDDING PROCESS.....	14
5.15 CONTENTS OF THE 3 ENVELOPES	14
5.16 BID SUBMISSION	15
5.17 BID CURRENCY.....	15
5.18 BID LANGUAGE	15
5.19 REJECTION OF BID	15
5.20 DEADLINE FOR SUBMISSION.....	15
5.21 EXTENSION OF DEADLINE FOR SUBMISSION OF BID.....	15
5.22 LATE BID.....	15
5.23 MODIFICATIONS AND WITHDRAWAL OF BIDS.....	15
5.24 RIGHT TO REJECT, ACCEPT/CANCEL THE BID.....	16
5.25 RFP ABANDONMENT	16
5.26 BID EVALUATION PROCESS	16
5.27 CONTACTING NPCI.....	16
SECTION 6 - BID OPENING.....	17
6.1 OPENING OF BIDS.....	17

Request for Proposal for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops

6.2 OPENING OF ELIGIBILITY BIDS	17
6.3 OPENING OF ENVELOPE B - TECHNICAL BIDS.....	17
SECTION 7 - BID EVALUATION	18
7.1 PRELIMINARY EXAMINATION OF ELIGIBILITY BIDS	18
7.2 EXAMINATION OF TECHNICAL BIDS.....	18
7.3 SUCCESSFUL EVALUATED BIDDER	18
SECTION 8 - TERMS AND CONDITIONS	19
8.1 LETTER OF EMPANELMENT / PURCHASE ORDER	19
8.2 TERM OF THE EMPANELMENT	19
8.3 ACCEPTANCE PROCEDURE	19
8.4 BANK GUARANTEE AGAINST EMPANELMENT LETTER	19
8.5 PERFORMANCE BANK GUARANTEE AGAINST PO (AFTER RECEIPT OF ORDER BY SUCCESSFUL BIDDER).....	19
8.5 KEY DELIVERABLES:.....	19
8.6 DELIVERY ADDRESS:	19
8.8 INCENTIVIZING THE SERVICE PROVIDERS.....	20
8.9 PENALTY FOR DEFAULT IN DELIVERY & INSTALLATION	21
8.10 SERVICE LEVEL REQUIREMENTS:	21
8.11 PENALTY ON NON-ADHERENCE TO SLAS:.....	21
8.12 PRODUCT UPGRADES	21
8.13 CONFIDENTIALITY	22
8.14 INDEMNITY.....	22
8.15 BIDDER'S LIABILITY	22
8.16 OBLIGATIONS OF THE BIDDER.....	22
8.17 EXIT OPTION AND CONTRACT RE-NEGOTIATION	23
8.18 EXTENSION OF CONTRACT	24
8.19 ORDER CANCELLATION	24
8.20 TERMINATION OF CONTRACT	24
8.21 EFFECT OF TERMINATION	25
8.22 FORCE MAJEURE	25
8.23 RESOLUTION OF DISPUTES.....	26
8.24 COMPLIANCE WITH APPLICABLE LAWS OF INDIA	26
8.25 LEGAL COMPLIANCES:	27
8.26 INTELLECTUAL PROPERTY RIGHTS:.....	27
8.27 APPLICABLE LAW AND JURISDICTION	27
8.28 SOLICITATION OF EMPLOYEES.....	27
8.29 FACILITIES PROVIDED BY NPCI:	28
8.30 NO DAMAGE OF NPCI PROPERTY.....	28
8.31 FRAUDULENT AND CORRUPT PRACTICE	28
8.32 GOVERNING LANGUAGE.....	28
8.33 ADDRESSES FOR NOTICES.....	28
SECTION 9 - TECHNICAL SPECIFICATIONS	29
SECTION 10 - DOCUMENTS FORMS TO BE PUT IN ENVELOPE A.....	31
ANNEXURE A1 - BIDDER'S LETTER FOR EMD	31
ANNEXURE A2 - BID SECURITY (BANK GUARANTEE)	32
ANNEXURE A3 - BID SECURITY (PERFORMANCE BANK GUARANTEE)	33
ANNEXURE B - BID OFFER FORM (WITHOUT PRICE)	34

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

ANNEXURE C - BIDDER INFORMATION.....	36
ANNEXURE D - DECLARATION FOR CLEAN TRACK RECORD	37
ANNEXURE E - DECLARATION FOR ACCEPTANCE OF RFP TERMS AND CONDITIONS	38
ANNEXURE F - DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK	39
ANNEXURE G - FORMAT POWER OF ATTORNEY.....	40
ANNEXURE H - ELIGIBILITY CRITERIA COMPLIANCE.....	41
ANNEXURE I - OEM / MANUFACTURER'S AUTHORIZATION LETTER	42
SECTION 11 - DOCUMENTS TO BE PUT IN ENVELOPE 'B'	43
ANNEXURE K – FUNCTIONAL AND TECHNICAL COMPLIANCE	43
ANNEXURE L - CLIENT REFERENCE.....	44
SECTION 12 - DOCUMENTS TO BE PUT IN ENVELOPE 'C'	46
ANNEXURE Z - NON-DISCLOSURE AGREEMENT	46

Abbreviations and Acronyms

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

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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Section 1 - Bid Schedule and Address

Sr. No.	Description	Detailed Information
1	Name of Project	RFP for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops
2	Tender Reference Number	NPCI/RFP/2018-19/IT/09
3	Date of release of this RFP	06.11.2018
4	Last date and time for receiving Bidder's Pre-Bid clarifications in writing	15.11.2018
5	Date and Time for Pre Bid Meeting	NA
6	Last date and time for Bid Submission	29.11.2018 04.00 pm
7	Address of Bid Submission	National Payments Corporation of India, Unit no. 202, 2nd Floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400 063
8	Date and Time of Eligibility bid (Envelope A) and Technical bid (Envelope B) opening	29.11.2018 04.30 pm
9	Name and Address for Communication	Head - IT Procurement National Payments Corporation of India, Unit no. 202, 2nd Floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400 063
10	Bid Related Queries	Praveen Ratnagiri Contact: 7506446538 Email Id : praveen.ratnagiri@npci.org.in Vilas Ambetkar Contact: 7045958877 Email id : vilas.ambetkar@npci.org.in Rohan Vaidya Contact: 7506446533 Email id : rohan.vaidya@npci.org.in Prashant Awale Contact: 8108108650 Email id : prashant.awale@npci.org.in Benny Joseph Contact: 2240503363 Email id : Benny.joseph@npci.org.in
11	Bid Cost	Rs.11,800/- (Rs.10,000.00 plus applicable GST@18%) (Bid cost should be in Indian Rupees only)
12	EMD/Bid Security	Rs 5,00,000 (Rupees Five Lakhs)

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.

Section 2 - Introduction

2.1 About NPCI

National Payments Corporation of India (NPCI) is a Company registered under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of The Companies Act, 2013) with its Registered Office in Mumbai, India. NPCI was promoted by 10 banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks. Presently 56 banks are shareholders of NPCI. Out of which 19 are Public Sector Banks (PSB), 17 Private Sector Banks, 3 Foreign Banks, 7 Multi State Cooperative Banks and 10 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.

2.2 Objective of this RFP:

The objective of the RFP is to empanel vendors for a period of 2 years for supply, installation and maintenance of Desktops and Laptops.

NPCI reserves the right to empanel vendors identified other than this RFP at any point in time for supply, installation and maintenance of Desktops and Laptops for a period of 2 years.

A separate enquiry as per requirement will be floated among empanelled bidders for commercial bid evaluation. The successful bidder will be derived through Reverse Auction process among the empanelled bidders.

2.3 Cost of the RFP

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

The Bidders can submit the bid response at NPCI's office at Unit no. 202, 2nd floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400 063 along with non-refundable amount of Rs.11,800 (Rs Ten thousand plus GST@18%) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favouring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai.

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk 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 RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

2.5 Ownership of this RFP

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

Section 3 - Scope of Work

3.1 Scope of work:

National Payments Corporation of India proposes to empanel vendors for supply of Desktops and Laptops at all NPCI locations i.e. Mumbai, Chennai, Bangalore, Hyderabad & Delhi over a period of two (2) years on need basis. The estimated quantity during the two year period would be between 300 to 500 units of Desktops and around 300 units of Laptops. The Desktops and Laptops should be preloaded with Windows 10 professional 64 bit licensed version or above - English with 3 years on-site comprehensive warranty with back to back support from OEM and extended comprehensive post-warranty support for the 4th and 5th year which starts at the from the end of warranty period.

The software and/or hardware quoted by bidder should not be declared as End of Sale by the OEM at the time of bidding for the RFP. In the event the bidder quotes for software and/or hardware which is declared as End of Sale by the OEM, NPCI reserves the right to disqualify the bidder from further bidding process.

The software and/or hardware quoted by bidder in this RFP should not be obsolete or proclaimed as End of Life (EOL) and/or End of Support (EOS) by the OEM during the 5 years of Purchase order / contract period (warranty/AMC Period). In the event of the supplied equipment being declared End of support and/or End of Life during the contract period of 5 years, the bidder has to replace the equipment with equipment having equivalent or higher configurations without any additional cost to NPCI.

The bidder is required to provide exhaustive list of the hardware, software, etc to implement the project.

3.2 Single Point of Contact

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

Section 4 - Instruction to Bidders

4.1 Eligibility Criteria

The Eligibility Criteria are furnished below:

1. The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last three years.
 - 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 3 years as on date of submission of the bid.
 - 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 3 years as on the date of submission of bid.
2. The bidder should have reported minimum annual turnover of Rs. 5 Crores as per audited financial statements in each of the last three financial years (i.e., 2015-2016, 2016-2017 & 2017-2018) and should have reported profits (profit after tax) as per audited financial statements in at least two of last three financial years (i.e., 2015-2016, 2016-2017 & 2017-2018). In case audited financial statements for 2017-2018 are not ready, then management certified financial statement shall be considered for 2017-2018, however, this exception is not available in case of previous financial years. In case of a JV / Consortium / Strategic partnership, the bidder should have reported profits as per above criteria.
 - a. In case the bidder is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
 - b. In case the bidder is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
3. The bidder should be authorized to quote for the OEM products and support. Further, the bidder shall submit the declaration stating that bidder will not remain associated with this RFP in any other capacity as a part of distribution channel provided such bidder has become eligible for commercial evaluation as per this RFP.
4. The Bidder should not be currently blacklisted by any bank / institution in India or abroad.

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

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

5.2 Cost of Bidding

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

5.3 Content of Bidding Document

The Bid shall be in 2 separate envelopes, Envelope A and B.

5.4 Clarifications of Bidding Documents and Pre-bid Meeting

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

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

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

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

5.5 Amendment of Bidding Documents

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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

B. Preparation of Bid

5.6 Bid Price

Prices quoted among empanelled bidders would be exclusive of all taxes. The bidder shall meet the requirements of the applicable Goods & Services Tax (GST).

5.7 Earnest Money Deposit (EMD)

The Bidder is required to deposit Rs 5, 00,000/- (Rs Five Lakhs only) in the form of a Demand Draft / Pay order in favor of “National Payments Corporation of India” payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

5.8 Return of EMD

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

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

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

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

5.10 Period of Validity of Bids

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

5.11 Extension of Period of Validity

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

5.12 Format of Bid

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

5.13 Signing of Bid

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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

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

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

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

C. Submission of Bid

5.14 Envelope bidding process

The Bid shall be prepared in 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 Proposal for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops'.

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

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

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

5.15 Contents of the 3 Envelopes

Envelope A - Eligibility Bid

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

- 1 Bid Earnest Money in the form of Demand Draft - Annexure A1 OR Bid Earnest Money in the form of Bank Guarantee - Annexure A2
- 2 Bid Offer form (without price) - Annexure B
- 3 Bidder Information - Annexure C
- 4 Declaration of Clean Track Record - Annexure D
- 5 Declaration of Acceptance of Terms and Conditions - Annexure E
- 6 Declaration of Acceptance of Scope of Work - Annexure F
- 7 Power of Attorney for signing of bid - Annexure G
- 8 Eligibility Criteria Matrix - Annexure H along with supporting documentary proof for each criterion as stipulated.
- 9 Three years audited Balance Sheet and Profit and Loss Statements.
- 10 RFP document duly sealed and signed
- 11 All necessary supporting documents

Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B:

- 1 Section 11 - Technical Requirements duly completed - Annexure K
- 2 Client Reference - Annexure L

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

5.16 Bid Submission

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

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

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

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

5.17 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.18 Bid Language

The bid shall be in English Language.

5.19 Rejection of Bid

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

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

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

5.20 Deadline for Submission

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

5.21 Extension of Deadline for submission of Bid

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

5.22 Late Bid

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

5.23 Modifications and Withdrawal of Bids

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.

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

5.24 Right to Reject, Accept/Cancel the bid

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

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

5.25 RFP Abandonment

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

5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

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

Stage 2 - Envelope 'B' i.e. Technical bid of those Bidders who qualify the eligibility evaluation will be evaluated further for technical evaluation.

5.27 Contacting NPCI

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

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 - In the second stage Technical Bid i.e. Envelope 'B' will be opened for qualified bidders

6.2 Opening of Eligibility Bids

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

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

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

6.3 Opening of Envelope B - Technical Bids

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

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

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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops
Section 7 - Bid Evaluation

7.1 Preliminary Examination of Eligibility Bids

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

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

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

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

7.2 Examination of Technical Bids

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

- a) Compliance to Technical Specifications as specified in the RFP.
- b) NPCI reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- 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. Details / Brochures containing details about the proposed solution are to be enclosed.
- 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. 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.

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

7.3 Successful Evaluated bidder

NPCI will inform the technically qualified bidder as being empanelled for future requirements of supply, installation and maintenance of Desktops and Laptops. The empanelment will be valid for 2 years from the date of issuance of empanelment letter by NPCI.

NPCI will float the enquiry for Commercial bids among the empanelled bidders. The successful bidder shall be derived through Reverse Auction for each requirement.

If 1st Reverse Auction does not result successful, NPCI reserves the right to seek sealed commercial bids from the technically qualified bidders and declare the successful bidder through conventional L1 method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders.

Section 8 - Terms and Conditions

8.1 Letter of empanelment / Purchase Order

After selection of the bidders for empanelment as mentioned in Clause 7.3, and after obtaining internal approvals and prior to expiration of the period of bid validity, NPCI will send Letter of empanelment to the selected Bidders.

Once the selected Bidder accepts the Letter of Empanelment, the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

8.2 Term of the Empanelment

The term of the empanelment shall be for a period of two years from the date of issuance of empanelment letter from NPCI.

However, the purchase orders will be placed for the required units of Desktops/Laptops at intervals on need basis for a period of two (2) years from date of acceptance of first purchase order.

8.3 Acceptance Procedure

- Within 5 days of receipt of empanelment letter, the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

8.4 Bank Guarantee against empanelment letter

The Security Deposit of Rs 5 lakhs should be furnished within 15 days from the issuance of Letter of Empanelment and should be valid till the entire term of the empanelment i.e.2 years with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the duration of the empanelment is extended by NPCI then the successful bidder will have to extend the Bank Guarantee by that period.

8.5 Performance Bank Guarantee against PO (After receipt of order by successful bidder)

Additionally, the successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 2 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder is not in a position to submit the PBG for any reason, the successful bidder has to submit a Demand Draft drawn in favour of NPCI for equivalent amount or electronically transfer equivalent amount for credit in NPCI's account. Details of the NPCI's bank account will be furnished on request.

8.5 Key Deliverables:

Desktops and Laptops to be delivered at mentioned locations as per Technical and Functional Specifications as mentioned in Section 9.

8.6 Delivery Address:

1. National Payments Corporation of India,
C/o, Reliance Communications Plot No.20,
Survey No.64, opp. Mahindra Satyam Hi-tech City Layout,
Madhapur, Hyderabad - 500081
2. National Payments Corporation of India, 2nd floor IDC,
Reliance Communication, Opposite to Shastri Bhavan,

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops
Haddows Road, Nungambakkam Chennai - 600034

3. National Payments Corporation of India,
202, 2nd Floor, Raheja Titanium,
Off Western Express Highway,
Goregaon(E), Mumbai -400063
4. National Payments Corporation of India,
1001A, "The Capital", B Wing, 10th Floor,
Bandra Kurla Complex, Mumbai- 400 051
5. National Payments Corporation of India
8th Level, VBC Solitaire
47 & 49 Bazullah Road, T. Nagar,
Chennai - 600 017
6. National Payments Corporation of India,
ICICI Towers, off ISB Road
Plot No. 12, 6th Floor, Tower-1 (North Wing),
Nanakram Guda, Financial District, Hyderabad - 500032,
Telangana State
7. National Payments Corporation of India,
2nd Floor, Gulab Bhawan
6 Bhadurshah Zafar Marg, ITO
New Delhi - 110 002
8. National Payments Corporation of India,
M/s 91 Spring Board,
2, 3rd Floor, Padmavati Complex,
Nanjappa Reddy Layout, Koramangala,
Koramangala 8th Block, Koramangala,
Bengaluru, Karnataka 560095

8.8 Incentivizing the Service Providers

a. Delivery of hardware / software / services - in case of delivery of the deliverables earlier than the stipulated delivery schedule as per the Purchase Order - 0.25% per week, for every week of early delivery, with a maximum of 2.5%, of the Order value of the respective component, i.e. hardware / software / services, as the case may be, provided the saving in delivery timeline / early delivery is not less than 20% of the prescribed delivery schedule, otherwise incentive will not be applicable. Vendors will not be eligible for any incentive if delivery happens as per the terms of the PO.

b. Incentive will not be applicable in case the original delivery schedule is extended for any reason

c. Liquidated damages will continue to be levied for delays in delivery as per the terms of the PO, if the delays are attributable to the vendors.

b) (i) Installation / Implementation - in case of installation of hardware/software/services before the project time line defined in the Purchase Order - 0.25% per week, for every week of early installation, with a maximum of 1%, of the Order value of the respective component, i.e. hardware / software / services, as the case may be, provided the saving in installation/ implementation timeline / early installation / implementation is not less than 20% of the prescribed installation / implementation schedule, otherwise incentive will not be applicable.

(ii) Vendors will not be eligible for any incentive if installation happens as per the terms of the PO.

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

8.9 Penalty for default in delivery & Installation

If the Bidder does not comply as per clause 8.6 as per the above delivery & installation period, or such authorized extension of delivery & installation period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ 0.5% of the total value of the Purchase Order for each week's delay subject to a maximum of 5% of the total value of the Order, without prejudice to any other right or remedy available under the Purchase Order.

If the bidder delivers with High priority defects, NPCI shall impose a penalty from certain percentage of the total value of the purchase order as decided from time-to-time.

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

8.10 Service Level Requirements:

Service Window & Call registration: 9.00 a.m. - 6.00 p.m. (Monday to Saturday).

- Response: Within 4 hours.
- Resolution: Same Business Day.
- Call Registration Process: Via Web, Phone & mail.
- Bidder shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by NPCI.
- All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealers or Manufacturers.
- Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- Bidder shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the NPCI official
- The Vendor shall co-ordinate with OEMs for support for configuration issues, hardware replacement etc.
- The Vendor shall provide support for the Desktops/Laptops in case they are shifted to other location.

8.11 Penalty on non-adherence to SLAs:

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

8.12 Product Upgrades

At any time during term of the purchase order / performance of the RFP/Contract, should technological advances be introduced by the OEM/ Bidder for information technologies originally offered by the bidder in its bid and still to be delivered, the bidder shall be obliged to offer to NPCI the latest version of the available technologies having equal or better performance or functionality at the same or lesser unit prices.

During performance of the RFP/Contract, the Bidder shall offer to NPCI all new versions, releases and updates of standard software, Firmware as well as related technical support within 30 days of their availability from the OEM free of cost.

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

8.13 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 Z** hereof.

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

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

The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.

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

8.14 Indemnity

The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. 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.

8.15 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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

8.16 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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops 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 the contract.

8.17 Exit option and contract re-negotiation

- a) NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at the site.
- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of vendors, NPCI will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) The reverse transition services to be provided by the Bidder shall include the following:
 1. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Solution.
 2. Bidder shall provide adequate documentation thereof.
 3. The Bidder shall jointly manage the Solution with NPCI or designated team for a reasonable period of time
- e) **Knowledge Transfer:** The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this Agreement.
- f) **Warranties:**
 1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of NPCI. The bidder shall execute any and all such documents as may be necessary in this regard.
 2. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
 3. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
 4. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

- g) The rates for availing services during reverse transition period would be the same as payable during the contract period for the respective services.
- h) During which the existing Bidder would transfer all knowledge, know-how and other things necessary for NPCI or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- i) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- j) NPCI and the bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.
- k) The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to NPCI or its selected vendors as would be required

8.18 Extension of Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this Contract, to the satisfaction of and as decided by the NPCI up to a period of two (2) years (empanelment period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months period on the same rates and terms & conditions of the Contract. NPCI has right to alter (increase or decrease) the number of resources. NPCI has right to place repeat order to the bidder for any resources mentioned in the Contract. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI.

8.19 Order Cancellation

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

- i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service 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.

8.20 Termination of Contract

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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

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

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

8.21 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 RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.
- NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and 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.

8.22 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20)

days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

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

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

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

8.23 Resolution of Disputes

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

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

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

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

8.24 Compliance with Applicable Laws of India

The Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops
default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

8.25 Legal Compliances:

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

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

8.26 Intellectual Property Rights:

All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.27 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.

8.28 Solicitation of Employees

Both the Parties should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties should agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly solicit of this contract for employing the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a

Request for Proposal for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops
publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.29 Facilities provided by NPCI:

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

8.30 No Damage of NPCI Property

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

8.31 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.

8.32 Governing Language

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

8.33 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)

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Section 9 - Technical Specifications

The bidders need to provide the Desktop/Laptop with the following Functional and Technical Capability

Desktop:

SN.	Description	Minimum Specifications
1	Make	Bidder to specify
2	Model	Bidder to specify
3	Processor	7 th Gen Intel® Core™ i7 (Quad Core) or higher
4	Cache	8 MB
5	Memory	16GB required, support upgrade to 32GB ECC/Non-ECC
6	Monitor	Minimum 19" Full HD LED Monitor.
7	Hard disk	500GB Hard disk with minimum 7200 RPM or Higher
8	Ports	Min. 1 USB 2.0 Port , Min 2 USB 3.0 Port, 1 RJ-45 LAN Interface, 1 Audio Line-in, 1 Audio Line-out, 1 Mic. in, 1 headphone, 1 VGA Port.
9	PCI SLOTS	Min 1 PCI Express Gen3 x8 & Min 1 PCI Express Gen3 x16
10	Keyboard	Wired USB Keyboard from same OEM.
11	Mouse	Wired USB Scroll Mouse from same OEM
12	Operating system	Windows 10 professional 64-bit licensed version with license Copy-English
13	Compliance	Energy Star 6.0 / EPEAT registered / Equivalent.
14	Warranty	3 years, on-site, comprehensive, back to back from OEM
15	AMC	AMC - Two years' comprehensive post-warranty AMC

Laptop:

Sr.No.	Description	Technical Specifications
1	Make	Bidder to specify
2	Model	Bidder to specify
3	Processor	8 th Gen Intel® Core™ i7 (Quad Core) or higher
4	Cache	8 MB
5	Memory	8 GB with upgradable slots
6	Display	LED Minimum 12.5" or above
7	Camera	720P HD Webcam

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

8	Hard disk	1 TB sata
9	Ports	Min. 1 nos USB 2.0 Port
10	Gigabit Ethernet	Required on-board
11	Speaker Out	Required
12	Microphone Jack	Required
13	HDMI	Required on-board
14	Keyboard	Standard Full Size Keyboard with spill resistant, US key Layout
15	Pointing device	Required on-board
16	Battery	Should provide minimum 6 hours in standby mode
17	Wireless	Integrated 802.11 b/g/n Wireless and Bluetooth
18	Operating system	Windows 10 professional 64 bit preloaded
19	Weight	Less than 1.8 kg
20	Carry Bag	Back Pack carry case
21	Warranty	3 years, on-site, comprehensive, back to back from OEM
22	AMC	AMC - Two years' comprehensive post-warranty AMC

Obsolescence: The software and/or hardware quoted by bidder should not be declared as End of Sale by the OEM at the time of bidding for the RFP. In the event the bidder quotes for software and/or hardware which is declared as End of Sale by the OEM, NPCI reserves the right to disqualify the bidder from further bidding process.

The software and/or hardware quoted by bidder in this RFP should not be obsolete or proclaimed as End of Life (EOL) and/or End of Support (EOS) by the OEM during the 5 years of Purchase order / contract period (warranty/AMC Period). In the event of the supplied equipment being declared End of support and/or End of Life during the contract period of 5 years, the bidder has to replace the equipment with equipment having equivalent or higher configurations without any additional cost to NPCI.

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops
Section 10 - Documents forms to be put in Envelope A

Annexure A1 - Bidder's Letter for EMD

To

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

Subject: RFP No. NPCI/RFP/2018-19/IT/09 dated 06.11.2018 for "Request for Proposal for supply, installation and maintenance of Desktops and Laptops".

We have enclosed an EMD in the form of a Demand Draft No.____ issued by the branch of the _____Bank, for the sum of Rs. _____ (Rupees _____). This EMD is as required by clause 5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops
Annexure A2 - Bid Security (Bank Guarantee)

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

National Payments Corporation of India: _____

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

This guarantee will expire:

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

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

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

[Signature]

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Annexure A3 - Bid Security (Performance Bank Guarantee)

(BANK GUARANTEE)

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

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

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

{Signature of the Authorized representatives of the Bank}

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To

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

Dear Sir,

Subject: RFP No. NPCI/RFP/2018-19/IT/09 dated 06.11.2018 for "Request for Proposal for supply, installation and maintenance of Desktops and Laptops".

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, we acknowledge having received the following addenda / corrigenda to the RFP 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 RFP.
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 RFP 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 RFP and agree to abide by the same. We also note that NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of NPCI will be final and binding on us.

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

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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops
Annexure C - Bidder Information

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 & Services Tax (GST) Registration Numbers			
9	City			
10	State			
11	Pin Code / State Code			
12	GSTIN Number			
13	HSN Number			
14	Name & Designation of the contact person to whom all references shall be made regarding this tender			
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 Sheets) (in Cr)				
19	Year	2015-16	2016-17	2017-18
20	Net worth			
21	Turn Over			
22	PAT			

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Annexure D - Declaration for Clean Track Record

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,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **Request for Proposal for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops - RFP No. NPCI/RFP/2018-19/IT/09 dated 06.11.2018**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Annexure E - Declaration for Acceptance of RFP Terms and Conditions

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,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **Request for Proposal for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops - RFP No NPCI/RFP/2018-19/IT/09 dated 06.11.2018**. I declare that all the provisions of this RFP/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 Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Annexure F - Declaration for Acceptance of Scope of Work

To

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **Request for Proposal for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops - NPCI/RFP/2018-19/IT/09 dated 06.11.2018**. I declare that all the provisions of this RFP / 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 Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Annexure G - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **Request for Proposal for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops - NPCI/RFP/2018-19/IT/09 dated 06.11.2018** in response to the RFP 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 _____ 2018.
For _____.

(Signature)

(Name Designation and Address)

Accepted

(Signature)
(Name Designation)
Date:
Business Address:

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Annexure H - Eligibility Criteria Compliance

Sr.No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	<p>The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last three 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 3 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 3 years as on the date of submission of bid.</p>		Documentary Proof should be submitted
2	<p>The bidder should have reported minimum annual turnover of Rs. 5 Crores as per audited financial statements in each of the last three financial years (i.e., 2015-2016, 2016-2017 & 2017-2018) and should have reported profits (profit after tax) as per audited financial statements in at least two of last three financial years (i.e., 2015-2016, 2016-2017 & 2017-2018). In case audited financial statements for 2017-2018 are not ready, then management certified financial statement shall be considered for 2017-2018, however, this exception is not available in case of previous financial years. In case of a JV / Consortium / Strategic partnership, the bidder should have reported profits as per above criteria..</p> <p>a. In case the bidder is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p> <p>b. In case the bidder is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this</p>		Standalone financial Audited balance sheets & Profit /loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted.
3	The bidder should be authorized to quote for the OEM products and support. Further, the bidder shall submit the declaration stating that bidder will not remain associated with this RFP in any other capacity as a part of distribution channel provided such bidder has become eligible for commercial evaluation as per this RFP.		1.Self-Declaration from OEM on company letterhead 2.Declaration from bidder.
4	The Bidder should not be currently blacklisted by any bank / institution in India or abroad.		Self-Declaration as per Annexure D

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

Annexure I - OEM / Manufacturer's Authorization Letter

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

Date:

To:

WHEREAS

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

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

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on _____ day of _____, _____

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

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

Annexure K - Functional and Technical Compliance

NPCI want to empanel NPCI want to empanel vendors with following Functional and Technical Capability.

Desktop:

SN.	Description	Minimum Specifications	Compliance (Yes/No)
1	Make	Bidder to specify	
2	Model	Bidder to specify	
3	Processor	7 th Gen Intel® Core™ i7 (Quad Core) or higher	
4	Cache	8 MB	
5	Memory	16GB required, support upgrade to 32GB ECC/Non-ECC	
6	Monitor	Minimum 19" Full HD LED Monitor.	
7	Hard disk	500GB Hard disk with minimum 7200 RPM or Higher	
8	Ports	Min. 1 USB 2.0 Port , Min 2 USB 3.0 Port, 1 RJ-45 LAN Interface, 1 Audio Line-in, 1 Audio Line-out, 1 Mic. in, 1 headphone, 1 VGA Port.	
9	PCI SLOTS	Min 1 PCI Express Gen3 x8 & Min 1 PCI Express Gen3 x16	
10	Keyboard	Wired USB Keyboard from same OEM.	
11	Mouse	Wired USB Scroll Mouse from same OEM	
12	Operating system	Windows 10 professional 64-bit licensed version with license Copy-English	
13	Compliance	Energy Star 6.0 / EPEAT registered / Equivalent.	
14	Warranty	3 years, on-site, comprehensive, back to back from OEM	
15	AMC	AMC - Two years' comprehensive post-warranty AMC	

Laptop:

Sr.No.	Description	Technical Specifications	Compliance (Yes/No)
1	Make	Bidder to specify	
2	Model	Bidder to specify	
3	Processor	8 th Gen Intel® Core™ i7 (Quad Core) or higher	

**Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops**

4	Cache	8 MB	
5	Memory	8 GB with upgradable slots	
6	Display	LED Minimum 12.5" or above	
7	Camera	720P HD Webcam	
8	Hard disk	1 TB sata	
9	Ports	Min. 1 nos USB 2.0 Port	
10	Gigabit Ethernet	Required on-board	
11	Speaker Out	Required	
12	Microphone Jack	Required	
13	HDMI	Required on-board	
14	Keyboard	Standard Full Size Keyboard with spill resistant, US key Layout	
15	Pointing device	Required on-board	
16	Battery	Should provide minimum 6 hours in standby mode	
17	Wireless	Integrated 802.11 b/g/n Wireless and Bluetooth	
18	Operating system	Windows 10 professional 64 bit preloaded	
19	Weight	Less than 1.8 kg	
20	Carry Bag	Back Pack carry case	
21	Warranty	3 years, on-site, comprehensive, back to back from OEM	
22	AMC	AMC - Two years' comprehensive post-warranty AMC	

Dated this..... Day of.....2018

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure L - Client Reference

NPCI/RFP/2018-19/IT/09 dated 06.11.2018

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

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)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

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

Annexure Z - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 2018 ("Effective Date") between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 (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 "NPCI", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

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

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

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

NOW THEREFORE

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

Article 1: Purpose

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

RFP for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops

Article 2: DEFINITION

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

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from

Request for Proposal for empanelment of vendors for supply, installation and maintenance of
Desktops and Laptops

developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: DISPUTE RESOLUTION

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

Article 10: GOVERNING LAW 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 11: NON-ASSIGNMENT

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

Article 12: TERM

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other 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 such other Party's prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or

Request for Proposal for empanelment of vendors for supply, installation and maintenance of Desktops and Laptops
provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

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

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