



REQUEST FOR QUOTATION FOR SELECTION OF LAISONING ARCHITECT TO ACQUIRE VARIOUS END-TO-END STATUTORY PERMISSIONS FOR CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) AT HYDERABAD

RFQ Reference Number: NPCI:RFQ:2017-18/003 Dated: 15th February 2018

National Payments Corporation of India

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Disclaimer

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

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

Important Detail about RFQ

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

Checklist

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

1. Both the Eligibility Criteria Response Bid and Commercial Bids prepared in accordance of the RFQ document.
2. Eligibility Criteria Response documents to be enclosed in Envelope 'A' Eligibility Criteria Response bid.
3. Envelope 'B' Commercial bid.
4. Copy of this RFQ document and Corrigendum (if issued) duly sealed and signed/stamped by the authorized signatory on every page.
5. All relevant certifications, reports, to be enclosed to support claims made in the Bid must be sent in hard copies or by email.
7. All the pages and submitted document as part of Bid must be duly sealed and signed by the signatory.
8. Prices to be quoted in Indian Rupees (INR).

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Section 1 BID Schedule and Address

S.No.	Description	
1	Name of Project	REQUEST FOR QUOTATION FOR SELECTION OF LAISONING ARCHITECT TO ACQUIRE VARIOUS END-TO-END STATUTORY PERMISSIONS FOR CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) AT HYDERABAD
2	Tender Reference Number	NPCI:RFQ:2017-18/003 Dated: 15 th February 2018
3	Date of Commencement	16 th February 2018
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	22 nd February 2018
5	Date of Pre-Bid meeting	27 th February 2018
6	Last date and time for submission of Eligibility Response Bid and Commercial bid	8 th March 2018 at 1700 hrs.
7	a) Date and time of Eligibility Reponse Bid Opening b) Date and Time of Commercial Bid Opening	8 th March 2018 at 1730 hrs. Will be informed to the bidders who qualify in the Eligibility Response bid.
8	Place of Pre Bid meeting, Bid Submission and Opening of Bids	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
9	Name and Address for communication	Chief Financial Officer National Payments Corporation of India 1001A, 10th floor, B Wing, The Capital, Bandra Kurla Complex, Bandra East, Mumbai 400 051
10	Bid Related Queries	Harinath Reddy Email id: Harinath.reddy@npci.org.in Deepak Ramakrishnan Email id: deepak.ramakrishnan@npci.org.in
11	EMD	Rs 1,50,000/-

*Note: 1) Bids will be opened in the presence of the Bidders' representative who chooses to attend.
2) Date and Time of Commercial Bid Opening will be intimated later.*

Section 2 – Introduction

2.1 About NPCI:

National Payments Corporation of India (NPCI), an umbrella organization for operating retail payments and settlement systems in India, is an initiative of Reserve Bank of India (RBI) and Indian Banks' Association (IBA) under the provisions of the Payment and Settlement Systems Act, 2007, for creating a robust Payment & Settlement Infrastructure in India.

Considering the utility nature of the objects of NPCI, it has been incorporated as a “Not for Profit” Company under the provisions of Section 25 of Companies Act 1956 (now Section 8 of Companies Act 2013), with an intention to provide infrastructure to the entire Banking system in India for physical as well as electronic payment and settlement systems. The Company is focused on bringing innovations in the retail payment systems through the use of technology for achieving greater efficiency in operations and widening the reach of payment systems.

The ten core promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Union Bank of India, Bank of India, ICICI Bank, HDFC Bank, Citibank N. A. and HSBC. In 2016 the shareholding was broad-based to 56 member banks to include more banks representing all sectors.

2.2 Objective of this RFQ:

National Payments Corporation of India proposes to appoint Liaisoning Architectural firm for acquiring all necessary end-to-end statutory approvals/clearances for developing its very own Integrated office building and Tier IV Data Centre on approximately 3.55 acres of land with a minimum built up area of 3.5 Lac sq.ft to a maximum built up area of 6 Lac sq.ft at Narsingi, Hyderabad.

The shortlisted firm will be responsible for providing end to end Liaisoning Architectural services including but not limited to all permissions required for the development of office building and data center from various municipal authorities at Narsingi Hyderabad.

2.3 Summary of requirement:

End to End statutory permissions, approvals including but not limited to Fire NOC at all stages of the project, pre and post construction for developing an IGBC- LEEDS Platinum/ Gold rated Integrated Office building with Tier IV Data Centre with certification from National and International organization and meeting all local, National and International codes/ norms, guidelines with utmost priority for safety and security.

2.4 Pre-requisite:

2.4.1 The Bidder should possess the requisite experience, resources and capabilities in obtaining all necessary statutory approvals to meet the requirements, as described in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the eligibility criteria will not be considered for further evaluation.

2.5 Due Diligence

2.5.1 The Bidders are expected to examine all instructions, terms and specifications stated in this RFQ.

2.5.2 The Bid shall be deemed to have been submitted after careful study and examination of this RFQ document. Failure to furnish all information or submission of a bid not responsive to this RFQ will be at the Bidders' risk and may result in rejection of the bid. NPCI is not bound to disclose the grounds for rejection of Bid. The decision of the NPCI regarding the final declaration of the successful Bidder shall be final.

2.5.3 The Bidder is requested to carefully examine the RFQ documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFQ document, Bidder should seek necessary clarifications through email as mentioned in Section 1.

Section 3 : Infrastructural Brief, Scope of Work, Eligibility Criteria

3.1 Infrastructural Brief

- 3.1.1** Dedicated Data Centre building having a capacity of 600 racks (with scalability) and workstations for approx. 50 employees for NOC Centre to monitor the Data Centre operations.
- 3.1.2** Seating Capacity for back office, operations and IT team etc. for approx. 3000 employees with an efficiency of 100 sq. ft. per person on built up area basis.
- 3.1.3** Minimum built area will be 3.5 Lac sq.ft to a maximum built up area not exceeding 6 Lac sq.ft including parking.
- 3.1.4** Necessary Infrastructure provision in terms of DG, transformer requirements, HVAC requirements etc. for Tier IV Data Centre and Integrated Office building.
- 3.1.5** Building is proposed to be high rise, as abutting road to the plot acquired is 36 m wide on North.
- 3.1.6** HMDA / GHMC is the building plan approving authority as the plot is located in NARSINGI Village.
- 3.1.7** Total Power requirement for entire project: Maximum 10 MVA with two separate lines/ connection.
- 3.1.8** Two separate 33KV METERING KIOSKS Main Receiving substation : 33KV / 11KV, 2 X 10MVA internal distribution at 11KV .

3.2 SCOPE OF WORK

- 3.2.1** All Regulatory approvals required during Project feasibility / Pre sanction stage; During Construction stage & Post construction stage are to be covered. Broad scope of list of approvals are mentioned below
- 3.2.2** Land use plan approval for the plot if required is to be obtained from local body
- 3.2.3** If required, approval for change in land use of the plot is required from local body
- 3.2.4** Advice submission of drawing details, as per HMDA / GHMC development control rules for high rise building& with respect to basic drawings given by NPCI Project Architect etc.
- 3.2.5** Submission of drawings to Fire department for obtaining Provisional Fire NOC (before construction)
- 3.2.6** Submission of drawings to Airport Authority for obtaining NOC/Clearance.
- 3.2.7** Obtaining Environmental Clearance for proposed project (EIA).
- 3.2.8** Submission of drawings to HMDA / GHMC for Building plan/layout approval.
- 3.2.9** Obtaining sanction from HMDA / GHMC for submitted Drawings.
- 3.2.10** Obtaining letter of commencement from HMDA / GHMC.

- 3.2.11 Organizing HMDA / GHMC/any other officials for concerned site visit for checking & approvals e.g. Plinth checking, part completion / completion etc.
- 3.2.12 Any Clearance/NOC required from HMWSB if required
- 3.2.13 Coordinating and getting final fire NOC
- 3.2.14 Coordinating and getting final building completion certificate.
- 3.2.15 Any documents required from Revenue department to be coordinated.
- 3.2.16 Permission/ clearance from state water board (HMWSSB) for construction of Bridge over water channel.
- 3.2.17 Obtaining sanction from authority for Temporary & Permanent potable Water connection for project.
- 3.2.18 Permission from concerned authority for drilling of bore wells
- 3.2.19 Part clearance If required for start of excavation from HMDA / GHMC/approving authority if required by NPCI
- 3.2.20 Obtaining occupancy certificate from competent authority.
- 3.2.21 NOC & License from concerned authority for storage of diesel for DG set.
- 3.2.22 Approval from Pollution control board- Consent to establish, consent to Operate.
- 3.2.23 If required coordinate with TSIC for any clearance / legal document
- 3.2.24 Obtaining Encumbrance certificate if required.
- 3.2.25 Obtaining Non Agricultural Land Assessment Certificate (NALA) from Competent Authority (R.D.O. of Concerned Area) if required.
- 3.2.26 Obtaining NOC from Irrigation department if required.
- 3.2.27 Obtaining Regulatory approvals for sewage treatment plant (STP)& water treatment plant.
- 3.2.28 Applying for temporary power connection (permanent power connection excluded, however feasibility study for permanent power need to be explored by the Laisining architect), obtain all statutory approvals related to temporary power connection, Coordinate & arrange Inspection of electricity board officials. Provide required inputs to NPCI.
- 3.2.29 If required by SEB, net metering facility to be provided and NOC/Permissions for operating the system shall be obtained from the Authorities.
- 3.2.30 All required hard copies of drawings & documents for statutory approval application submission will be in scope of Laisining Architect. NPCI will not arrange for any hard copies.

3.3 METHOD OF WORKING:

- 3.3.1 Co-ordinate the entire process of HMDA / GHMC or Competent Approving authority. Approval with NPCI project architect & authorized representative of NPCI. Close coordination with NPCI project architect is required.

- 3.3.2 Advise NPCI about the formalities required from time to time during the entire process of HMDA / GHMC approval. Time to time information of all details to concerned member of client.
- 3.3.3 Scrutinize and assess plans prepared by NPCI project Architect as per HMDA / GHMC development control rules.
- 3.3.4 Discuss the plans with HMDA / GHMC engineer before submitting to avoid risk of repetitive rejections.
- 3.3.5 Advise required changes to be incorporated accordingly.
- 3.3.6 Advise the Development charges to be paid to HMDA / GHMC on the basis of appropriate calculations.
- 3.3.7 All necessary Legislative documents required for approval of this project shall be given well in advance.
- 3.3.8 Arrange for intermediate site visit of HMDA / GHMC officials. Plans has to be sent for re-approval if there is any change in the existing plan or any change at site.

Note:

- 3.3.9 Official fees /Charges payable for submitting application for statutory clearance /obtaining approval of drawings will be paid by NPCI. This will also include developmental/ local municipality charges or any other charges not mentioned in this tender, which are part of statutory approvals. Preparation/minor changes in the drawings received from project architect to be done by Laisining architect including signature on the drawings to be submitted to regulatory.
- 3.3.10 Expenses related to transportation/ lodging/boarding refreshments for Authorities for site visits will be in scope of Laisining Architect
- 3.3.11 NPCI will not arrange transportation/ lodging/boarding for meeting with Project architect or NPCI. Laisining architect has to make their own arrangements for any number of meetings if NPCI intends mandatory to be attended.

3.4 ELIGIBILITY CRITERIA

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

- 3.4.1** The Bidder should be a Company registered under The Companies Act, 1956/ The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008/ Limited Liability Partnerships Act, 2012 (as applicable) or a Proprietorship firm since the last three years.
- 3.4.2** The Bidder should be registered with local municipal body for the said purpose and should provide a copy of letter of engagement/ empanelment needs to be submitted for our reference.
- 3.4.3** The Bidders should have successfully completed Laisioning services in obtaining building plan approval, obtaining occupancy certificate and other approvals associated with construction of residential/ commercial/IT/ ITES project in and around Hyderabad from local municipal bodies. (Copies of atleast two Work order/ Purchase Order and occupation/ completion certificate in the last 5 - 7 years along with reference names/ contact numbers and email address needs to be submitted).
- 3.4.4** Bidder should not be currently blacklisted from any of the public/ private companies.

The above documents needs to be submitted in Envelope A - Eligibility Criteria, refer to Section 4.12 for further details.

Section 4 Instruction to Bidders

A. The Bidding Document

4.1 Definition:

1. RFQ shall mean Request for Quotation
2. Bid, Tender and RFQ are used to mean the same.
3. Laisining Architectural firm, Laisining Architect firm, Bidder, successful bidder is used to mean the same.

4.2 Content of Bidding Document:

The Bid shall be in 2 separate envelopes, Envelope A, and B. Envelope A - Eligibility Criteria documents in one envelope and Envelope B - commercial bid document in the second envelope. The contents of the Envelopes are mentioned in Section 4.12.

4.3 Clarifications of Bidding Documents

4.3.1 A prospective Bidder requiring any clarification on the Bidding Documents may notify NPCI in writing at NPCI's address or through e-mail any time prior to the deadline for receiving such queries as specified in section 1.

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

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

B. Preparation of Bid

4.4 Bid Price:

Prices should include all cost including all taxes, duties levies, travelling cost, overheads, manpower cost etc. whatsoever except GST. Applicable GST as per prevailing rate should be separately mentioned as provided in the commercial bid.

4.5 Period of Validity of Bids:

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

4.6 Format of Bid:

The Bidders shall prepare one hard copy (marked as 'ORIGINAL') of the Bid.

4.7 Signing of Bid:

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

4.8 Earnest Money Deposit (EMD)

4.8.1 The Bidder shall submit Earnest Money Deposit of Rs. 1,50,000/- (Rupees One lac fifty thousand only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 90 days, as per format in Annexure A1 or A2 and to be enclosed in the Eligibility bid.

4.8.2 No interest shall be payable on the EMD.

4.9 Return of EMD

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

4.9.2 The EMD for successful bidder shall be returned on acceptance of Purchase Order and submission of Performance Bank Guarantee.

4.10 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

4.10.1 If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract

4.10.2 If bidder withdraws/revokes their offer or modifies/changes the same during the validity of the Bid

4.10.3 In case of successful Bidder, if the Bidder fails to sign or accept the Notification of award/ Purchase Order within the specified date. However NPCI reserves its right to consider at its sole discretion the late acceptance of the Purchase Order by the selected Bidder.

4.10.4 Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, NPCI at its discretion may cancel the notification of award to the selected bidder without giving any notice.

4.10.5 Where the bidder being technically qualified, withdraws the bid before the entire commercial evaluation process has been completed.

For greater clarity, where a Bank Guarantee is furnished by the Bidder as EMD, the Bank Guarantee shall be invoked and the EMD amount forfeited forthwith upon happening of any of the events listed out from 4.10.1 to 4.10.5 in clause 4.10 above.

C Submission of Bid

4.11 -Bidding process:

4.11.1 The Bid shall be prepared in two (2) envelopes clearly marking Envelope A - 'Eligibility Criteria' on one envelope and Envelope B - 'Commercial bid' in the second envelope.

4.11.2 Envelopes shall be sealed and put into an outer envelope marked as 'REQUEST FOR QUOTATION FOR SELECTION OF LAISIONING ARCHITECT TO ACQUIRE VARIOUS END-TO-END STATUTORY PERMISSIONS FOR CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) AT HYDERABAD'.

4.11.3 The inner and outer envelopes shall

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

4.12 Contents of the Envelopes:

4.12.1 Envelope 'A' Eligibility Criteria Response bid. The following documents shall be inserted inside Envelope A:

Document name	Refer Annexure nos.
1. Bid Earnest Money Deposit in the form of Demand Draft - Or Bid Earnest Money in the form of Bank Guarantee	Annexure A1 - EMD/ - Annexure A2 - Bank Guarantee Format
2. Bid Offer Form (without Price)	Annexure B
3. Bidder's Information	Annexure C
4. Eligibility Criteria Matrix	Annexure D
5. Declaration Clean Track Record	Annexure E
6. RFQ document duly signed and stamped on all pages by the authorized signatory	NA
10. DD/Pay Order / Bank Guarantee towards EMD	Original DD or original BG to be provided
11. Engagement letter/ appointment letter from local municipal authority	The Bidders needs to be submit engagement letter or appointment letter issued by the local municipal authority needs to be submitted.
11. Customer References	Atleast two (2) valid Purchase Order/ Completion certificate etc. indicating the cost of project/ and successful execution of Laisioning work done in construction of residential/ commercial/ IT/ ITES in the last 5-7 years needs to be provided. Reference names and contact details - name/designation/ contact numbers and

	email address of past client for the purpose of reference checks.
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4.12.1 Envelope ‘B’ Commercial Bid: The following documents shall be inserted inside Envelope B:

Document name	Refer Annexure nos.
1. Commercial Bid Form	Annexure F
2. Non-Disclosure Agreement Format (For successful bidder only)	Annexure G

4.13 Bid Submission:

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

4.13.2 The offers should be made strictly as per the formats enclosed. In case if the commercial details are mentioned under Eligibility Criteria Response then the bid will be rejected at the discretion of NPCI.

4.14 Bid Currency:

All prices shall be expressed in Indian Rupees only.

4.15 Bid Language:

The bid shall be in English Language.

4.16 Deadline for Submission:

The last date of submission of bids is given in Section 1.

4.17 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 to the bidders in which case all rights and obligations of NPCI and Bidders will thereafter be subject to the deadline as extended.

4.18 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.

4.19 Modifications and Withdrawal of Bids:

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

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

4.20 Right to Reject, Accept/Cancel the bid:

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

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

4.20.3 NPCI reserves the right to amend the BOQ in part or full at any point of time as deemed necessary prior to issuance of Purchase Order to the successful bidder.

4.21 RFQ Abandonment:

NPCI may at its discretion abandon the RFQ process anytime before the issuance of the Purchase Order.

4.22 Bid Evaluation Process:

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

4.23 Contacting NPCI:

4.23.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification any matter related to the bid, it should do so in writing.

Section 5 – Bid Opening

5.1 Opening of Bids:

5.1.1 Bids will be opened in 2 stages:

Stage 1 - In the first stage only the Eligibility Bids i.e. Envelope A, will be opened.

Stage 2 - In the second stage the Commercial Bids i.e. Envelope will be opened. Commercial bids of only the successful bidders will be opened in the manner prescribed in clause no 5.3 of this RFQ document.

5.2 Opening of Eligibility Bids:

5.2.1 NPCI will open Envelope 'A' in presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in **Error! Reference source not found.** or as amended by NPCI from time to time.

5.3 Opening of Commercial Bids:

5.3.1 The Commercial bids of Bidders qualified in eligibility bid will be opened and further evaluated.

5.3.2 The Commercial bids will be opened in the presence of Bidder's representative(s) who choose to be present on the date, time and address, which will be intimated to the eligible bidders.

Section 6 – Bid Evaluation

6.1 Preliminary Examination of Eligibility Bids:

- 6.1.1** 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/stamped, and whether bids are generally in order.
- 6.1.2** Eligibility and compliance to all the forms and Annexures would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further commercial evaluation.
- 6.1.3** 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.
- 6.1.4** 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.
- 6.1.5** Envelope A will be evaluated first and those who fulfill the eligibility criteria will be eligible for Commercial evaluation.
- 6.1.6** NPCI may interact with the Customer references submitted by Bidder, if required.
- 6.1.7** NPCI may contact the bidder for providing additional information as deemed fit during the evaluation of eligibility criteria.

6.2 Evaluation of Commercial Bids:

- 6.2.1** NPCI reserves the right to accept any of the offers of the qualified bidders provided NPCI opines that it is most suitable from all aspects including the price and it serves NPCI's interest due to any reason.
- 6.2.2** Commercial bids of only the qualified bidders under eligibility criteria response will be opened and evaluated to identify the L1 bidder.
- 6.2.3** The firms need to provide the commercial bid in the format that is provided in **Section 9** in Envelope A (Commercial bid) only.
- 6.2.4** Arithmetic errors in the Bids submitted shall be treated as follows:
 - 1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - 2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.

3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

6.3 Successful Evaluated Bidder:

- 6.3.1** Bidders are requested to submit their lowest possible quotes in the commercial bid (Envelope B). After evaluating the commercials of qualified bidders, the lowest two bidders on the overall total cost (before GST) will be called for discussing the terms of engagement and it lies to the discretion of NPCI to extend an opportunity to such two bidders to review their respective commercial offer and resubmit their revised bid in sealed envelope only if they foresee downward price reduction with reference to their earlier commercial bid. Otherwise, the earlier bid from the bidder will be considered as the final bid.
- 6.3.2** NPCI reserves the right to place the order with the L2 bidder in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFQ and so on.
- 6.3.3** The successful bidder shall furnish an undertaking stating that the commercials will be valid for a period of 180 days.

Section 7 – Terms and Conditions

7.1 Notification of Award:

7.1.1 After selection of the L1 bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award/ Purchase Order to the selected Bidder through email. Within 2 days of receipt of Notification of Award, the successful bidder shall provide the acceptance copy of the same to NPCI. Failure of the successful bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award in which case L2 bidder will then be invited for the work as details mentioned in Section 6. However NPCI reserves its right to consider at its sole discretion the late acceptance of the award by the successful bidder.

7.2 Purchase Order:

7.2.1 After receipt of acceptance of Award by the successful bidder, NPCI shall issue the Purchase Order. (Hereinafter referred to as PO).

7.2.2 Within one (1) day of receipt of Purchase Order, the successful Bidder shall accept the Purchase Order.

7.2.3 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

7.3 Taxes and Duties:

7.3.1 All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.

7.3.2 Commercial Bid should be inclusive of all taxes, duties, levies, manpower cost, travelling cost, out of pocket expenses etc. except GST. GST must be separately mentioned on the commercial Bid as provided.

7.3.3 The benefits realized by the successful bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the supplier to NPCI.

7.4 Terms of Delivery:

7.4.1 The Successful bidder shall complete the Laisoning services as per the below delivery schedule which shall exclude the time taken by NPCI to review, comment and give feedback:

Sr.No	Approval	Time	Remarks
1	On Obtaining Provisional Fire NOC for the Project	Within 4 weeks from the date of providing all inputs from NPCI	

		required for application	
2	On Obtaining Approval of Building plan/ Layout from HMDA / GHMC/competent authority and Start of Construction	Within 12 weeks from the date of providing all inputs required for application from NPCI	NPCI shall have the sole right to authorize the extension of delivery timeline.
3	On Obtaining Occupancy Certificate for the project	Within 5 weeks from the date of providing all inputs required for application from NPCI	
4	On obtaining EIA(Environmental Impact Assesement from State/ Center MoEF) clearance	Within 5 weeks from the date of providing all inputs required for application from NPCI	

7.4.2 At different stages of design, NPCI shall endeavor for the firm to provide comments, feedback, observations and/or recommendations in part or whole within 3 days from the date of receipt of the designs and drawings.

7.5 Penalty for default in delivery:

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

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

7.6 Payment Terms:

7.6.1 Payment shall be made on per sq.ft (built up) area basis only, and the actual built-up area including parking will be considered for measuring the built up area. The built up area shall be calculated and informed to the successful bidder by NPCI once the plans are finalized. Built up area to be considered is a minimum of 3.5 Lac sq.ft to a maximum area not exceeding 6 Lac sq.ft.

The following is the stage wise payment terms:

Sl. No	Description of Activity	% of total cost payable#
1	On Obtaining Environmental Impact assessment (EIA) clearance from respective Authorities.	10%
2	On obtaining no objection certificate(NOC) from Airport Authority of India (AAI)	5%
3	On obtaining Provisional Fire NOC(Before start of construction)	10%
4	On Obtaining sanction of Construction power (Temporary from Local electricity board required during construction phase) and assisting NPCI in implementation & completion of the job .	15%
5	On Obtaining sanction of portable water permanent connection for entire project and assisting NPCI in implementation & completion of the job.	5%
6	Obtaining Permission for drilling borewell at project site (at 3 locations or less)	5%
7	On Submission of required documents & drawings to HMDA / GHMC for sanction of Building plan	5%
8	On Obtaining Approval of Building plan/ Layout from HMDA / GHMC	15%
9	On obtaining final Fire NOC(After completion of construction)	10%
10	On Obtaining Occupancy Certificate	10%

11	Approval from Pollution control board- Consent to establish & consent to Operate.	5%
12	On obtaining NOC from Competent Authority for construction of culvert/ approach road on the water channel	5%

Taxes additional as applicable. Retention amount equivalent to 5% of the invoice value will be deducted with every invoice and shall be payable after completion and submission of the all statutory approvals and completion certificate from engineer in charge appointed by NPCI.

7.6.2 The completion report at each stage needs to be provided and to be duly approved/ signed by competent authority and submitted with the tax invoice. The invoice shall be in the name of National Payments Corporation of India and can be sent to the address as specified under Section 1. Payment shall be released within 30 days from the date of submission of invoice and all relevant documents/ completion certificate etc. in order to process the invoice.

7.7 Price:

There shall be no increase in price for any reason whatsoever throughout the term of the contract.

7.8 Repeat Order:

NPCI reserves the right to place Purchase Orders with the Supplier for any or all of the goods at the agreed unit rate, i.e. the rate contract for a period of 180 days from the date of Purchase Order.

7.9 Bidder's Liability

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

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

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

7.10 LIQUIDATED DAMAGES

- 7.10.1** In the event of a delay as per the Contract Schedule for which Supplier is solely responsible or such authorized extension in delivery timelines as may be permitted by NPCI in writing, Supplier shall pay Liquidated Damages to NPCI at a rate of a quarter of a percent (0.25%) per day of delay, subject to a maximum of ten percent (10%) of the Purchase Order.
- 7.10.2** Such Liquidated Damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by NPCI due to delay and shall be NPCI's sole recourse for late performance by Supplier under the contract/ Purchase Order.
- 7.10.3** For the purpose of calculating such Liquidated Damages, a grace period of ten (10) days shall be observed, and the contract schedule shall be extended by any additional time or delays outside the sole control of Supplier or delay not caused by Supplier, including but not limited to suspension by NPCI or Supplier in accordance with the contract, weather downtime, delay due to Force Majeure, and any time spent or lost on additional work or standby.

7.11 Indemnity

The bidder shall indemnify NPCI for any direct loss or damage that is caused due to any deficiency in services. The bidder shall take out and maintain adequate professional indemnity insurance (of minimum insurance value of Rs 10 CR and above) and insurance against claims by third parties resulting from acts performed in carrying out the Services. The bidder shall provide a copy of the professional indemnity insurance policy to NPCI for their perusal.

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

7.12 Force Majeure:

Notwithstanding the provisions of the RFQ, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay

in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving NPCI or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the Bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Bidder shall continue to perform its obligations under the contract as far as possible. If the Event of Force Majeure shall continue for more than twenty (20) days, either party shall be entitled to terminate the Contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

7.13 Termination of Contract

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

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

For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's failure to perform the contract/Purchase Order.

7.14 Confidentiality

The Bidder shall (whether or not he submits the tender) treat the details of the documents as secret and confidential.

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

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

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

The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

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

Section 8 Documents/ Forms to be put in Envelope 'A'

8.1 Annexure A1- Bidder's Letter for EMD (Demand Draft)

To

MD&CEO
National Payments Corporation of India,
1001A, B Wing, 10th floor,
The Capital,
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051

Subject: NPCI: RFQ: 2017-18/003 Dated: 15th February 2018 RFQ for "REQUEST FOR QUOTATION FOR SELECTION OF LAISONING ARCHITECT TO ACQUIRE VARIOUS END-TO-END STATUTORY PERMISSIONS FOR CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) AT HYDERABAD".

We have enclosed an EMD in the form of a Demand Draft No. _____ issued by the branch of the _____ Bank, for the sum of Rs. 1,50,000/- (Rupees One lac fifty Thousand only). This EMD is as required by clauses 4.8 of the Instructions to Bidders of the above referred RFQ.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business
Address:

8.2 Annexure A2 – EMD (Bank Guarantee)

“To be put in Envelope ‘A’

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

National Payments Corporation of India:

Date: _____

BID GUARANTEE No.: _____

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

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

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

(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]

8.3 Annexure B - Bid Offer Form (without Price)

To be Put in Envelope 'A'

(Bidder's Letter Head)

OFFER LETTER

Date:

Place:

To

MD&CEO

National Payments Corporation of India,
1001A, 10th floor, B Wing, The
Capital,
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051

Dear Sir,

Subject: Regarding NPCI: RFQ: 2017-18/003 Dated: 15th February 2018 for "REQUEST FOR QUOTATION FOR SELECTION OF LAISONING ARCHITECT TO ACQUIRE VARIOUS END-TO-END STATUTORY PERMISSIONS FOR CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) AT HYDERABAD".

We have examined the above referred RFQ document. As per the terms and conditions specified in the RFQ document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFQ document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFQ.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFQ are for NPCI and its Associates. If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFQ and agree to abide by the same. We also note that NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would

be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of NPCI will be final and binding on us.

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

Until receipt of Purchase Order, 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.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:

8.4 Annexure C – Bidder's information

Bidder's Information - "To be put in Envelope 'A'"

Details of the Bidder		
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Status of the Company (registered company under Company's Act 1956/Partnership/Proprietorship)	
4	Details of Incorporation of the Company. Certificate to be submitted	Date:
		Ref#
5	Details of Commencement of Business	Date:
		Ref#
6	Valid GST registration no.	
7	Valid Council of Architecture member certificate no. (if any)	
8	Permanent Account Number (PAN)	
9	Name & Designation of the contact person (Director) to whom all references shall be made regarding this tender	
10	Telephone No. (with STD Code)	
11	E-Mail of the contact person:	
12	Fax No. (with STD Code)	
13	Website	

I hereby confirm that the above statement is correct to the best of my knowledge.

Name, Designation and Signature/ Stamp:

8.5 Annexure D – Eligibility Criteria Matrix

“To be put in Envelope ‘A’

Sr. No.	Description	Complied with statements - YES/NO	Proof attached
1	The Bidder should be a Company registered under The Companies Act, 1956/ The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008/ Limited Liability Partnerships Act, 2012 (as applicable) or Proprietorship firm registered since the last three years.		Proof should be submitted in terms of valid registration certificate etc. 1) Valid Certificate of Registration/ incorporation/ partnership deed etc. 2) Pan card of company 3) GST/ TIN details and copy of certificate
2	Bidder should be registered with local municipal corporation(s) for the purpose of obtaining end-to-end statutory approvals for construction of office block and data center.		Valid copy of letter of engagement/ empanelment with local municipal corporation(s) needs to be submitted for our reference.
3	Bidders should have successfully completed Laisining services in obtaining building plan approval, obtaining occupancy certificate and other approvals associated with construction of residential/ commercial/IT/ ITES project in and around Hyderabad from local municipal bodies.		Bidders to submit atleast two Work order/ Purchase Order/ Completion certificates in the last 5-7 years received from clients with whom they were associated and completed the Laisining job for residential/ commercial/IT/ ITES project in and around Hyderabad. 2) Reference names and contact information needs to be provided for reference checks.
4	Bidder should not be currently blacklisted from any of the public/ private companies.		Declaration is required from this Bidder on his letter head as per format enclosed.

8.6 Annexure E – Declaration regarding Clean Track by Bidder

“To be put in Envelope ‘A’

(On Company/firm's Letterhead)

To,

MD&CEO
National Payments Corporation of India,
1001A, 10th floor, B Wing, The Capital
Bandra (E), Mumbai - 400 051.

Sir,

Re: RFQ No. NPCI: RFQ: 2017-18/003 Dated: 15th February 2018 for "REQUEST FOR QUOTATION FOR SELECTION OF LAISONING ARCHITECT TO ACQUIRE VARIOUS END-TO-END STATUTORY PERMISSIONS FOR CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) AT HYDERABAD".

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

Or

I declare the following

No.	Country in which the company is debarred/blacklisted/case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Section 9 Documents/ forms to be put in Envelope B

9.1 Annexure F – Commercial Bid form “To be put in Envelope ‘B’”

(To be included in Envelope ‘B’)
(On the letterhead of the bidder)
Commercial Bid Form

To,

Date:

MD&CEO
National Payments Corporation of India,
1001A, 10th floor, B Wing, The Capital
Bandra (E), Mumbai - 400 051.

Dear Sir,

Re: NPCI: RFQ: 2017-18/003 Dated: 15th February 2018 for "REQUEST FOR QUOTATION FOR SELECTION OF LAISIONING ARCHITECT TO ACQUIRE VARIOUS END-TO-END STATUTORY PERMISSIONS FOR CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) AT HYDERABAD".

Having examined the Bidding Documents placed along with RFQ, we, the undersigned, offer to provide the required Laisioning Architectural services in conformity with the said Bidding documents for the rate of Rs. _____ (Rupees in words _____) per sq.ft on actual built up area inclusive of all taxes, levies, duties, manpower cost, travelling cost, overheads etc. and exclusive of GST which shall be paid additional as per the prevailing rate for a minimum built-up area of 3.5 Lac sq.ft to a maximum built up area not exceeding 6 Lac sq.ft. However the final cost shall be determined on the basis of such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide the equipment for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFQ. We understand that you are not bound to accept the lowest or any Bid you may receive.

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Section 10 Annexure G: NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

The format of Non-Disclosure Agreement shall be shared with the successful bidder and shall be executed by the bidder on Rs 100 stamp paper.