



# **REQUEST FOR PROPOSAL FOR AMC FOR COMPUTER PERIPHERALS**

**RFP Reference Number: NPCI:RFP:2013-14/0022. Dated:29.11.2013**

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## Important Detail about RFP

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

## Checklist

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

1. Both the technical and commercial bids prepared in accordance of RFP document.
2. Envelope "A" Eligibility Criteria Response.
3. Envelope "B" Technical Response
4. Envelope "C" Commercial bid.
5. RFP document duly sealed and signed by the authorized signatory on every page.
6. Demand Draft / Pay Order for Rs.1,124.00 (i.e. Rs.1,000+Service Tax@12.36%) (Rs. One Thousand One Hundred & Twenty Four Only) towards cost of Bid document in Envelope – 'A'
7. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/- (Rupees One Lakhs Only) towards Bid Security in Envelope – "A" Earnest Money Deposit (EMD)
8. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
8. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
9. All the pages and documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.
10. Prices to be quoted in Indian Rupees (INR).

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**Section 1 – BID Schedule and Address**

S. No.	Description	
	Name of Project	<b>Maintenance of Computer Peripherals</b>
1	Tender Reference Number	NPCI:RFP: 2013-14/0022 Dated: 29.11.2013
2	Date of publishing of RFP Document on the Website	29.11.2013
3	Last date and time of receiving vendor Pre-bid clarifications in writing	10.12.2013 15.00 Hrs
4	Date of Pre-bid Meeting	NA
5	Last date and time for Submission Bids	17.12.2013 15.00 Hrs
6	a) Date and Time of Eligibility & Technical Bid Opening b) Date and Time of Commercial Bid Opening	17.12.2013 15.30 Hrs  Will be Informed to the qualified Bidders
7	Place of Bid Submission and opening of Bids	<b>National Payments Corporation of India,</b> 13th Floor, R Tech Park, off Western Express Highway, Nirlon Complex , Near HUB mall , Goregaon-East, Mumbai – 400063
8	Name and Address for communication	<b>Head-IT Procurement</b> <b>National Payments Corporation of India</b> 13th Floor, R Tech Park, off Western Express Highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai – 400063 E-mail: <a href="mailto:itprocurement@npci.org.in">itprocurement@npci.org.in</a>
9	Bid Related Queries	1) Mr. Prashant Awale:+918108108650 Email : <a href="mailto:prashant.awale@npci.org.in">prashant.awale@npci.org.in</a> 2) Ms. Minaz Satani: +918879772860 Email: <a href="mailto:minaz.satani@npci.org.in">minaz.satani@npci.org.in</a> 3) Ms. Sheetal Dhale:+918108108631 Email: <a href="mailto:sheetal.dhale@npci.org.in">sheetal.dhale@npci.org.in</a>
10	Bid Cost	Rs 1,124.00 (Rs 1,000.00 + Service Tax)
11	EMD	Rs.1,00,000/-

**Note:**

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend
2. Date and Time & Address for Commercial Bid Opening will be intimated later to eligible qualified Bidder.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" of amount Rs.1,124.00 (i.e. Rs.1,000+Service Tax@12.36%) (Non-Refundable) payable at Mumbai.
4. Demand Draft / Banker's Cheque / Bank Guarantee of INR 1,00,000/- (Rupees One Lakhs Only) towards Bid Security in Envelope – "A" Earnest Money Deposit (EMD)

## **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 with its Registered Office at C-9, 8th Floor, RBI Premises, Bandra - Kurla Complex, Bandra (East), Mumbai, India.- 400 051. NPCI is promoted by 10 Banks in India under the aegis of the Indian Banks' Association with majority shareholding by Public Sector Banks.

The 10 promoter banks are State Bank of India, Punjab National Bank, Canara Bank, Bank of Baroda, Bank of India, Union Bank of India, ICICI Bank Ltd, HDFC Bank Ltd, Citibank N.A., and HSBC. The vision, mission and objective of NPCI is to operate for the benefit of all the Member Banks and the common man at large.

### **2.2 Objective of this RFP:**

National Payments Corporation of India proposes to identify a vendor for providing comprehensive maintenance for identified Computer Peripherals for a period of 3 years as mentioned in this RFP document.



### **SECTION 3 – SCOPE OF WORK**

#### **3.1 Scope of Work:**

The Vendor shall provide comprehensive maintenance including spare Parts but excluding consumables for a period of 3 years:

**3.1.1 Nature of Support required as per Annexure-T 5 Scope of Work Compliance.**

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

**3.1.3 Response:** Within 4 hours.

**3.1.4 Resolution:** Next Business Day.

**3.1.5 Call Registration Process:** Via Web, Phone & mail.

**3.1.6** The Vendor shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by NPCI. Sufficient spares to be maintained by the bidder.

**3.1.7** Well trained engineers for Hardware and Software (wherever applicable) are to be arranged by the Vendor.

**3.1.8** 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.

**3.1.9** Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.

**3.1.10** The Vendor shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the NPCI official.

**3.1.11** To co-ordinate with OEMs for support for configuration issues, hardware replacement etc.

**3.1.12** To provide patches / upgrades of IOS during the period of AMC, wherever applicable, without any extra cost to NPCI.

**3.1.13** To provide support for the Computer Peripherals in case they are shifted to other location.

**3.1.14** All the above assets are in working condition and are in use which may be verified before commencement of AMC.

**3.1.15** The scope of work is to provide support at specified NPCI Office. The address is as under :

**1. Data Centre – Mumbai, BKC**

- a. National Payments Corporation of India  
C/o Tata Communications Ltd,  
Tower A, 3rd floor,  
Plot nos. C21 and C36, G Block,  
Bandra Kurla Complex,  
Bandra – East  
Mumbai 400 098.
- b. National Payments Corporation of India  
C/o Tata Communications Ltd,  
Tower A, 4th floor,  
Plot nos. C21 and C36, G Block  
Bandra Kurla Complex,  
Bandra – East  
Mumbai 400 098.

- 2. Registered Office – Mumbai, RBI Premises**  
National Payments Corporation of India  
C-9, 8th Floor,  
RBI Premises, BKC,  
Bandra East, Mumbai-400051.
- 3. NPCI Office – Mumbai, RBI Premises**  
National Payments Corporation of India  
C-9, 2nd Floor,  
RBI Premises, BKC,  
Bandra East, Mumbai-400051.
- 4. NPCI Office – Mumbai, Goregaon**  
National Payments Corporation of India  
C/o R TECH PARK on the 13<sup>th</sup> floor Half South Side  
(Romell Real Estate Pvt. Ltd)  
Off Western Express Highway,  
Goregaon (East), Mumbai: 400063.
- 5. Data Centre - Chennai**  
National Payments Corporation of India  
C/O Reliance communications ltd,  
Reliance Internet Data Centre  
1st floor, IDC, Reliance house,  
No.6, Haddows Road,  
Nungambakkam,  
Chennai – 600 006.
- 6. NPCI Office – Chennai**  
National Payments Corporation of India  
8th Level, VBC Solitaire 47 & 49 Bazullah Road,  
T. Nagar,  
Chennai – 600 017
- 7. Data Centre – Hyderabad**  
National Payments Corporation of India  
C/o Reliance Communications Ltd.,  
Plot No 20, Survey No 64,  
Opp. Mahindra Satyam,  
HITEC City Layout, Madhapur,  
R.R. Dist. - Hyderabad - 500 019
- 8. NPCI Office - New Delhi RBI Premises**  
National Payments Corporation of India  
Cheque Truncation System(CTS)  
NCC, Reserve Bank of India,  
Connaught Place, New Delhi – 110001

3.2 List of Computer Peripherals to be covered under the comprehensive on-site Maintenance under this RFP is as under.

Sl. No	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERIAL NO.	LOCATION	CITY
1	DESKTOP	1	HP Pro 3090	INA0290505	MUM-BKC RBI PREMISES	MUMBAI
2	DESKTOP	1	HP Pro 3090	INA02904ZW	MUM-BKC RBI PREMISES	MUMBAI
3	DESKTOP	1	HP Pro 3090	INA02904ZQ	MUM-BKC RBI PREMISES	MUMBAI
4	DESKTOP	1	HP Pro 3090	INA02904ZV	MUM-BKC RBI PREMISES	MUMBAI
5	DESKTOP	1	HP COMPAQ LE1711	INA02904Z4	MUM-BKC RBI PREMISES	MUMBAI
6	DESKTOP	1	HP COMPAQ LE1711	INA02904ZB	MUM-BKC RBI PREMISES	MUMBAI
7	DESKTOP	1	HP COMPAQ LE1711	INA02904Z3	MUM-BKC RBI PREMISES	MUMBAI
8	DESKTOP	1	HP COMPAQ LE1711	INA02904ZG	MUM-BKC RBI PREMISES	MUMBAI
9	DESKTOP	1	HP COMPAQ LE1711	INA02904ZC	MUM-BKC RBI PREMISES	MUMBAI
10	DESKTOP	1	HP COMPAQ LE1711	INA02904ZJ	MUM-BKC RBI PREMISES	MUMBAI
11	DESKTOP	1	HP COMPAQ LE1711	INA02904YF	MUM-BKC RBI PREMISES	MUMBAI
12	DESKTOP	1	HP COMPAQ LE1711	INA02904YW	MUM-BKC RBI PREMISES	MUMBAI
13	DESKTOP	1	HP COMPAQ LE1711	INA02904YJ	MUM-BKC RBI PREMISES	MUMBAI
14	DESKTOP	1	HP COMPAQ LE1711	INA02904YR	MUM-BKC RBI PREMISES	MUMBAI
15	DESKTOP	1	HP COMPAQ LE1711	INA02904YG	MUM-BKC RBI PREMISES	MUMBAI
16	DESKTOP	1	HP COMPAQ LE1711	INA02904YQ	MUM-BKC RBI PREMISES	MUMBAI
17	DESKTOP	1	HP COMPAQ LE1711	INA02904YD	MUM-BKC RBI PREMISES	MUMBAI
18	DESKTOP	1	HP COMPAQ LE1711	INA02904YV	MUM-BKC RBI PREMISES	MUMBAI
19	DESKTOP	1	HP COMPAQ LE1711	INA02904ZH	MUM-BKC RBI PREMISES	MUMBAI
20	DESKTOP	1	HP COMPAQ LE1711	INA02904ZO	MUM-BKC RBI PREMISES	MUMBAI
21	DESKTOP	1	HP COMPAQ LE1711	INA02904Z5	MUM-BKC RBI PREMISES	MUMBAI
22	LAPTOP	1	HP IDS 2540p	CND0290H1C	MUM-BKC RBI PREMISES	MUMBAI
23	LAPTOP	1	HP IDS 2540p	CND0290H87	MUM-BKC RBI PREMISES	MUMBAI
24	LAPTOP	1	HP IDS 2540p	CND0290MZ9	MUM-BKC RBI PREMISES	MUMBAI
25	LAPTOP	1	HP IDS 2540p	CND0290H3Z	MUM-BKC RBI PREMISES	MUMBAI
26	LAPTOP	1	HP IDS 2540p	CND0290H1F	MUM-BKC RBI PREMISES	MUMBAI
27	LAPTOP	1	HP 2540	CNDO431WTK	MUM-BKC RBI PREMISES	MUMBAI
28	LAPTOP	1	HCL ME	A101AE280112	MUM-BKC RBI PREMISES	MUMBAI
29	LAPTOP	1	HCL ME	A101AE280115	MUM-BKC RBI PREMISES	MUMBAI

## RFP for AMC for Computer Peripherals

SI. No	ITEM DESCRIPTION	QT Y	MAKE & MODEL NAME	SERIAL NO.	LOCATION	CITY
30	LAPTOP	1	HCL ME	A101AE280117	MUM-BKC RBI PREMISES	MUMBAI
31	LAPTOP	1	HCL ME	A101AE280118	MUM-BKC RBI PREMISES	MUMBAI
32	PRINTER	1	SamsungML2245	144TBBKDQ70052 4E	MUM-BKC RBI PREMISES	MUMBAI
33	PRINTER	1	Samsung SCX 4300	9N67BFBZ300473 N	MUM-BKC RBI PREMISES	MUMBAI
34	PRINTER	1	Laser Jet M3035	CNRJB18594	MUM-BKC RBI PREMISES	MUMBAI
35	PRINTER	1	Laser Jet M3035	CNRJB18590	MUM-BKC RBI PREMISES	MUMBAI
36	PRINTER	1	PRINTER CANNON	GRS15336	MUM-BKC RBI PREMISES	MUMBAI
37	PRINTER	1	CANNON L11121E	MBGA500317	MUM-BKC RBI PREMISES	MUMBAI
38	PRINTER	1	CANNON L11121EMBGA500219	MBGA500219	MUM-BKC RBI PREMISES	MUMBAI
39	PRINTER	1	HP LaserJet Pro M1536 MFP	CNG7CC6K8P	MUM-BKC RBI PREMISES	MUMBAI
40	DESKTOP	1	Desktop E7500	INA9500632	GOREGAON	MUMBAI
41	DESKTOP	1	Desktop E7500	INA950067Z	GOREGAON	MUMBAI
42	DESKTOP	1	HP Pro 3090	SGH84404KL	GOREGAON	MUMBAI
43	DESKTOP	1	HP Pro 3090	INA02904Z2	GOREGAON	MUMBAI
44	DESKTOP	1	HP Pro 3090	INA0290501	GOREGAON	MUMBAI
45	DESKTOP	1	HP Pro 3090	INA0290507	GOREGAON	MUMBAI
46	DESKTOP	1	HP Pro 3090	INA0290504	GOREGAON	MUMBAI
47	DESKTOP	1	HP Pro 3090	INA02904ZX	GOREGAON	MUMBAI
48	DESKTOP	1	HP Pro 3090	INA0290500	GOREGAON	MUMBAI
49	DESKTOP	1	HP Pro 3090	INA02904ZR	GOREGAON	MUMBAI
50	DESKTOP	1	HP Pro 3090	INA02904ZM	GOREGAON	MUMBAI
51	DESKTOP	1	HP Pro 3090	INA02904ZS	GOREGAON	MUMBAI
52	DESKTOP	1	HP Pro 3090	INA02904ZP	GOREGAON	MUMBAI
53	DESKTOP	1	HP Pro 3090	INA0290502	GOREGAON	MUMBAI
54	DESKTOP	1	HP Pro 3090	INA02904ZY	GOREGAON	MUMBAI
55	DESKTOP	1	HP Pro 3090	INA0290506	GOREGAON	MUMBAI
56	DESKTOP	1	HP Pro 3090	INA0290503	GOREGAON	MUMBAI
57	DESKTOP	1	HP Pro 3090	INA02904ZN	GOREGAON	MUMBAI
58	DESKTOP	1	HP Pro 3090	INA02904ZL	GOREGAON	MUMBAI
59	DESKTOP	1	HP COMPAQ LE1711	INA02904Z6	GOREGAON	MUMBAI
60	DESKTOP	1	HP COMPAQ LE1711	INA02904Z8	GOREGAON	MUMBAI
61	DESKTOP	1	HP COMPAQ LE1711	INA02904ZK	GOREGAON	MUMBAI
SI. No	ITEM DESCRIPTION	QT Y	MAKE & MODEL NAME	SERIAL NO.	LOCATION	CITY

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62	DESKTOP	1	HP COMPAQ LE1711	INA02904ZF	GOREGAON	MUMBAI
63	DESKTOP	1	HP COMPAQ LE1711	INA02904Z1	GOREGAON	MUMBAI
64	DESKTOP	1	HP COMPAQ LE1711	INA02904Z9	GOREGAON	MUMBAI
65	DESKTOP	1	HP COMPAQ LE1711	INA02904YP	GOREGAON	MUMBAI
66	DESKTOP	1	HP COMPAQ LE1711	INA02904YH	GOREGAON	MUMBAI
67	DESKTOP	1	HP COMPAQ LE1711	INA02904YL	GOREGAON	MUMBAI
68	DESKTOP	1	HP COMPAQ LE1711	INA02904YZ	GOREGAON	MUMBAI
69	DESKTOP	1	HP COMPAQ LE1711	INA02904YY	GOREGAON	MUMBAI
70	DESKTOP	1	HP COMPAQ LE1711	INA02904ZZ	GOREGAON	MUMBAI
71	LAPTOP	1	HP IDS 2540p	CND0290H1D	GOREGAON	MUMBAI
72	LAPTOP	1	HP IDS 2540p	CND0290H8L	GOREGAON	MUMBAI
73	LAPTOP	1	HP IDS 2540p	CND0351F9B	GOREGAON	MUMBAI
74	LAPTOP	1	HP IDS 2540p	CND0290H42	GOREGAON	MUMBAI
75	LAPTOP	1	HP IDS 2540p	CND0290MG4	GOREGAON	MUMBAI
76	LAPTOP	1	HP 2540	CNDO431WWD	GOREGAON	MUMBAI
77	LAPTOP	1	HP 2540	CNDO431WWJ	GOREGAON	MUMBAI
78	LAPTOP	1	HCL ME	A101AE280111	GOREGAON	MUMBAI
79	LAPTOP	1	HCL ME	A101AE280116	GOREGAON	MUMBAI
80	LAPTOP	1	HCL ME	B101AE387044	GOREGAON	MUMBAI
81	LAPTOP	1	HCL ME	B101AE387046	GOREGAON	MUMBAI
82	MONITOR	1	HP Compaq LCD Monitor	CNCO2358RN	GOREGAON	MUMBAI
83	MONITOR	1	HP Compaq LCD Monitor	CNC845R64R	GOREGAON	MUMBAI
84	PRINTER	1	Samsung ML 2245	144TBKNQ70064B A	GOREGAON	MUMBAI
85	PRINTER	1	SAMSUNG565AR	9F67BAJQA00138 J	GOREGAON	MUMBAI
86	PRINTER	1	Samsung SCX 4300	9N67BFEZ403757 V	GOREGAON	MUMBAI
87	PRINTER	1	LaserJet M3035	CNRJB18593	GOREGAON	MUMBAI
88	PRINTER	1	HP Printer 1536	CNC9C5ZYFB	GOREGAON	MUMBAI
89	PRINTER	1	HP DESKJET 0801	CN17F1COVN	GOREGAON	MUMBAI
90	PRINTER	1	HP Printer 1536	CNC9C7SB06	GOREGAON	MUMBAI
91	PRINTER	1	HP LaserJet Pro M1136 MFP	CNC9CDRD2Y	GOREGAON	MUMBAI
92	PRINTER	1	HP LaserJet Pro M1536 MFP	CNC9CDRD35	GOREGAON	MUMBAI
93	PRINTER	1	HP LaserJet Pro M1536 MFP	CND9D2NB6H	GOREGAON	MUMBAI
94	DESKTOP	1	Desktop E7500	INA95006Y1	MUMBAI DC	MUMBAI
Sl. No	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERIAL NO.	LOCATION	CITY

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95	DESKTOP	1	HP Pro 3090	INA02904YS	MUMBAI DC	MUMBAI
96	DESKTOP	1	HP Pro 3090	INA02904Z7	MUMBAI DC	MUMBAI
97	DESKTOP	1	HP Pro 3090	INA02904YM	MUMBAI DC	MUMBAI
98	DESKTOP	1	HP COMPAQ LE1711	INA02904YK	MUMBAI DC	MUMBAI
99	DESKTOP	1	HP COMPAQ LE1711	INA02904YT	MUMBAI DC	MUMBAI
100	DESKTOP	1	HP COMPAQ LE1711	INA02904YX	MUMBAI DC	MUMBAI
101	DESKTOP	1	HP COMPAQ LE1711	INA02904YN	MUMBAI DC	MUMBAI
102	DESKTOP	1	HP COMPAQ LE1711	INA02904ZD	MUMBAI DC	MUMBAI
103	MONITOR	1	HPLEM886AAHP Compaq	CNCO2358ST	MUMBAI DC	MUMBAI
104	MONITOR	1	HPLEM886AAHP Compaq	CNCO235927	MUMBAI DC	MUMBAI
105	MONITOR	1	HPLEM886AAHP Compaq	CNCO23S7LL	MUMBAI DC	MUMBAI
106	MONITOR	1	HP Compaq LCD Monitor	CNC02357DM	MUMBAI DC	MUMBAI
107	DESKTOP	1	HP DX2480	INA02904ZT	CHENNAI OFFICE	CHENNAI
108	LAPTOP	1	HCL ME	A101AE280119	CHENNAI OFFICE	CHENNAI
109	LAPTOP	1	HCL ME	A101AE280113	CHENNAI OFFICE	CHENNAI
110	LAPTOP	1	HCL ME	A101AE280114	CHENNAI OFFICE	CHENNAI
111	PRINTER	1	HP Laser jet M1536dnf MFP	CNC9D1GBG3	CHENNAI OFFICE	CHENNAI
112	PRINTER	1	HP Laser jet Pro M1536 DNF	CND9D53C13	CHENNAI OFFICE	CHENNAI
113	LAPTOP	1	HCL ME	A101AE280110	CHENNAI DC	CHENNAI
114	LAPTOP	1	HCL ME	B101AE387045	DELHI DC	DELHI
115	PRINTER	1	HP Laser Jet Prom1536 DNF Printer	CND9D2QBR7	HYDERABAD DC	HYDERABAD
116	PRINTER	1	Epson LQ1150	G8CY147634	MUMBAI	MUMBAI
117	PRINTER	1	Brother Electronic Label Printer PT 2730	G2Z847448	GOREGAON	GOREGAON
118	PRINTER	1	Brother Electronic Label Printer PT 2731	HH2Z192965	MUMBAI	MUMBAI
119	PRINTER	1	Brother Electronic Label Printer PT 2732	H2Z192982	CHENNAI DC	CHENNAI
120	DESKTOP	1	HP PAVILION P6570ININA0320STQ	INA0320STQ	HYDERABAD	HYDERABAD
		<b>120</b>				

## **SECTION 4 – ELIGIBILITY CRITERIA**

### **4.1 Pre-requisite:**

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. The Bidder should also possess technical know-how and 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.

### **4.2 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

**4.2.1** The Bidder should be a Company registered under the Companies Act, 1956 since last three years.

**4.2.2** The bidder should have minimum annual turnover of Rs.50Lakhs during the last three financial years (2009-10, 2010-11, 2011-12 or Calendar Year 2009, 2010 and 2011 or the Bidder's Financial Year)

**4.2.3** The Bidder should be a profit (profit after tax) making Company in the last Financial Year i.e. 2011- 2012 (or Calendar year 2011 or the Bidder's Financial Year).

**4.2.4** The Bidder should not be currently blacklisted by any Government/Government agency/ Bank/ institution in India or abroad.

**4.2.5** The Bidder should provide references of two clients, who have availed services from the bidder.

**4.2.6** The Bidder should be able to provide support at Mumbai, Delhi, Hyderabad and Chennai.

## **SECTION 5 - DURATION OF AMC:**

### **5.1 Duration of AMC**

**5.1.1** The duration of the maintenance period shall be three years from the date of acceptance of the Purchase Order.

## **SECTION 6 – INSTRUCTION TO BIDDERS**

### **A. The Bidding Document**

#### **6.1 RFP:**

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

#### **6.2 Content of Bidding Document:**

**6.2.1** The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 6.9

#### **6.3 Clarifications of Bidding Documents:**

**6.3.1** A prospective Bidder requiring any clarification on 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.

**6.3.2** 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 Remark (if any)

#### **B. Preparation of Bid**

#### **6.4 Bid Price:**

**6.4.1** Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever. Taxes should be shown separately in the Price Schedule.

#### **6.5 Earnest Money Deposit (EMD):**

**6.5.1** The bidder is required to deposit Rs. 1,00,000/- (Rupees One Lakhs Only) in the form of Demand Draft/ Pay Order in the favor of "National Payments Corporation of India" payable at Mumbai as Earnest Money Deposit or Bank Guarantee issued by a scheduled Commercial Bank valid for six months as per the format.

**6.5.2** No interest will be paid on the EMD.

#### **6.6 Return of EMD:**

**6.6.1** The EMD of the successful Bidder/s shall be returned / refunded after furnishing Performance Guarantee as required in the RFP.

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

#### **6.7 Forfeiture of EMD:**

**6.7.1** The EMD made by the bidder will be forfeited if:

- The bidder withdraws its bid before opening of the bids.
- The bidder withdraws its bids after opening of the bids but before the Notification of the Award.
- The selected bidder withdraws its bid / proposal before furnishing Performance Guarantee.
- The bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- Failure to accept the order by the selected Bidder within seven days from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of NPCI. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- Failure to submit the Performance Guarantee within stipulated period from the date of execution of the contract makes the EMD liable for forfeiture. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

#### **6.8 Period of Validity of Bids:**

**6.8.1** Bids shall remain valid for a period of 90 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 90 days as non-responsive, without any correspondence.



## **6.9 Format of Bid:**

**6.9.1** The bidders shall prepare one hard copy (marked as “ORIGINAL”) of the Bid.

## **6.10 Signing of Bid:**

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

### C Submission of Bid

## **6.11 Three-Envelope Bidding process:**

**6.11.1** The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.

**6.11.2** Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as **“Request for Proposal (RFP) for AMC of Computer Peripherals”**

**6.11.3** 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 misplacement of the Bid or premature opening.

## **6.12 Contents of the 3 Envelopes:**

**6.12.1** Envelope “A” Eligibility Criteria. The following documents shall be inserted in Envelope A:

1. Bidders Letter for EMD-(Annexure-1).
2. Bid Security (Bank Guarantee)-(Annexure-2)
3. Bidders Information – (Annexure-3)
4. Eligibility Criteria Matrix – (Annexure-4)
5. Declaration Regarding Clean Track by Bidder – (Annexure-5)
6. List of Service Centres.
7. RFP document duly signed by the authorized signatory
8. Demand Draft / Pay Order for Rs.1,124.00 (i.e. Rs.1,000+Service Tax@12.36%) (Rs. One Thousand One Hundred & Twenty Four Only) towards cost of Bid document in Envelope – ‘A’

**6.12.2** Envelope “B” Technical Bid:

The following documents shall be inserted in Envelope B

1. Compliance sheet for Technical Specifications – (Annexure-6).
2. Un-priced Commercial Bid -

**6.12.3** Envelope “C” Commercial Bid:

1. Commercial price format- Annexure-C 1
  - (a) Price format for HP Product
  - (b) Price format for HCL Product
  - (c) Price format for Dell Product
  - (d) Price format for Other Products
2. Commercial bid form –Annexure-C 2

## **6.13 Bid Submission:**

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

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

**6.14 Bid Currency:**

**6.11.1** All prices shall be expressed in Indian Rupees only.

**6.15 Bid Language:**

**6.15.1** The bid shall be in English Language.

**6.16 Deadline for Submission:**

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

**6.17 Extension of Deadline for submission of Bid:**

**6.17.1** 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.

**6.18 Late Bid:**

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

**6.19 Modifications and Withdrawal of Bids:**

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

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

**6.20 Right to Reject, Accept / Cancel the bid:**

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

**6.22.2** 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

**6.23 RFP Abandonment:**

**6.23.1** NPCI may at its discretion abandon the RFP process any time before the issuance of Purchase Order.

**6.24 Bid Evaluation Process:**

**6.24.1** The Bid Evaluation will be carried out in 2 stages.

**6.25 Contacting NPCI:**

**6.25.1** From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact NPCI for seeking any clarification on any matter related to the Bid, it 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 or its Bid.

## ***SECTION 7 – BID OPENING***

### **7.1 Opening of Bids:**

#### **7.1.1** Bids will be opened in 2 stages:

Stage 1 – In the first stage only the Technical Bids i.e. Envelope A and Envelope B, will be opened.

Stage 2 – In the second stage the Commercial Bids i.e. Envelope C will be opened.

### **7.2 Opening of Technical Bids:**

**7.2.1** NPCI will open Envelope “A” and “B” in presence of Bidder’s 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.

**7.2.2** The representatives of the Bidders have to produce an authorization letter from the Bidders to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidders’ 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.

### **7.3 Opening of Commercial Bids:**

**7.3.1** Only those Bids that are technically qualified will be eligible for opening of commercial bids.

**7.3.2** The representatives of the Bidders have to produce an authorization letter from the Bidders to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders 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.

## ***SECTION 8 – BID EVALUATION***

### **8.1 Preliminary Examination of the Bids:**

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

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

**8.1.3** 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.

### **8.2 Evaluation of the Bids:**

**8.2.1** Compliance to Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.

**8.2.2** Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.

**8.2.3** NPCI may interact with the Customer references submitted by bidder, if required.

### **8.3 Evaluation of Commercial Bids:**

8.3.1 Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated.

8.3.2 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 totalling the line items in the Commercial Bid will govern.

### **8.4 Successful Evaluated Bidder:**

8.4.1 Bidder who has quoted the lowest will be declared as successful evaluated bidder who will be called L1 Bidder.

## **SECTION 9 – TERMS AND CONDITIONS**

### **9.1 Notification of Award/Purchase Order:**

- 9.1.1 Upon the successful Bidder accepting the Purchase Order and signing the contract, if required, and NDA, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### **9.2 Single Bid Situation**

- 9.2.1 Knowing the complexity of the subject, even if NPCI receives single bid or eventually there is only one bidder who qualifies in the technical evaluation process, NPCI will proceed towards commercial evaluation & subsequent identification of the vendor as mentioned in the RFP evaluation section.

### **9.3 Performance Bank Guarantee**

- 9.3.1 The bidder shall submit Performance Guarantee equal to 10% of total price of purchase order, valid for 1 year to be renewed on yearly basis, within 14 working days of receipt of Purchase Order.

### **9.4 Signing of Purchase Order:**

- 9.4.1 Within 3 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order.
- 9.4.2 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

### **9.5 Taxes and Duties:**

- 9.5.1 All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rate while making any payment.
- 9.5.2 Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc.
- 9.5.3 The benefits realized by bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the bidder to NPCI.

### **9.6 Penalty for delay in services:**

- 9.5.1 Penalty of Rs. 100.00 per day shall be levied if the call is not resolved within 24 hrs. or 1 business day, subject to maximum 10 % of the Purchase Order Value.

### **9.7 Payment Terms:**

- 9.7.1 Payment for AMC shall be made quarterly in arrears, within 30 days from the date of receipt of correct Invoice alongwith the supporting documents.
- 9.7.2 PAN card details should be furnished before claiming payment.

### **9.8 Price:**

- 9.8.1 There shall be no increase in price for any reason whatsoever.

### **9.9 Confidentiality and Publicity**

- 9.9.1. Each party undertakes at all times to hold in confidence the Confidential Information of the other party, and use only for the purposes hereof and not to print, publicize or otherwise disclose to any third party. "Confidential Information" of the other party means this RFP, any agreement, purchase order issued to the successful bidder (hereinafter referred to as "**Agreement**"), document, material, idea, data or other information which relates to either the bidder's or NPCI's research and development, trade secrets or business affairs or which is marked as

confidential and disclosed or may be disclosed by either party to the other for the purposes hereof. "Confidential Information" of the other party does not however include any document, material, idea, data, or other information which:

1. is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or
2. is or becomes publicly known through no wrongful act of the receiving party; or
3. is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; or
4. is independently developed by the receiving party; or
5. is required to be disclosed by law or regulatory authority.

Nothing in the Agreement shall be construed to prevent or restrict the bidder or NPCI from disclosing or using in the course of its business any technical knowledge, skill or expertise of a generic nature acquired in the performance of this Agreement.

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 endeavours 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 the 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 the 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. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure 2 hereof.

## **9.10. Indemnity**

9.10.1. The bidder hereby indemnifies, protects and saves NPCI (including its employees, directors or representatives) and holds NPCI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from,

1. an act of omission or commission of the bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services as detailed in the Agreement.
2. breach of any of the terms of the Agreement or breach of any representation or false statement or false representation or inaccurate statement or assurance or covenant by the bidder,
3. bonafide use of the deliverables and or services provided by the bidder,
4. misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project,
5. claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the bidder, under the Agreement,
6. breach of confidentiality obligations of the bidder,
7. Gross negligence or gross misconduct solely attributable to the bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under the Agreement. The bidder shall further indemnify NPCI against any loss or damage or other intellectual property, and third-party claims on NPCI for malfunctioning of the links at all points of time, provided however,

1. NPCI notifies the bidder in writing immediately on being aware of such claim,

2. The bidder has sole control of defence and all related settlement negotiations.

8. Loss of Data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

The bidder shall indemnify, protect and save NPCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or the Information Technology Act, 2000 in respect of all the hardware, software and network equipment's or other systems supplied by them to NPCI from whatsoever source, provided NPCI notifies bidder in writing as soon as practicable when NPCI becomes aware of the claim however,

1. The bidder has sole control of the defence and all related settlement negotiations.
2. NPCI provides the bidder with the assistance, information and authority reasonably necessary to perform the above and
3. NPCI does not make any statements or comments or representations about the claim without the prior written consent of the bidder, except where NPCI is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities.

The Parties agree that the bidder's total liability under the Agreement shall be limited to a maximum of the total value of the Agreement.

#### **9.11 Liability**

The selected bidder shall indemnify the NPCI and be liable for loss due to malfunctioning of the equipment or any software as supplied by them. The total liability of the selected bidder under the Agreement shall not exceed the total order value placed on the said vendor.

#### **9.12 Termination of Contract**

##### **For Convenience**

NPCI by written notice sent to the bidder may terminate the Agreement in whole or in part at any time for its convenience giving six months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which performance of the bidder under the Agreement is terminated and the date upon which such termination become effective.

##### **For Insolvency**

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

##### **For Non-performance**

NPCI reserves its right to terminate the Agreement in the event the bidder repeatedly fails to maintain the service levels prescribed by NPCI in scope of work of this RFP.

##### **Effect of Termination:**

In the event of termination of the Agreement hereunder, NPCI shall pay the bidder all undisputed fees as specified in the SOW/ Purchase Order, for all deliverables until the termination.

#### **9.13 Liquidated Damages**

The selected bidder shall indemnify NPCI and be liable for loss on account of non-performance of its services in conformity with the conditions stipulated in the bid document or purchase order or due to

malfunctioning of the equipment or any software as supplied and installed by them. The total liability of the selected bidder under the contract shall not exceed the total order value placed on the said vendor.

#### **9.14 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 labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the SOW, the successful bidder or NPCI shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement 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 the Agreement as a result of an Event of Force Majeure.

#### **9.15 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 bidder 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.

If, NPCI and the bidder have been unable to resolve amicably a dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

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

1. In case of Dispute or difference arising between NPCI and the bidder relating to any matter arising out of or connected with the Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of sole arbitrator appointed jointly by both the parties.
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 arbitrator 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.



#### **9.16 Applicable Law**

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 the 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.

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

#### **9.17 Addresses for Notices**

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director & CEO  
National Payments Corporation of India  
C-9, 8th Floor, RBI Building,  
Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051

Bidder's address for notice purpose:  
(To be filled by bidder)

**Section 10: Documents forms to be put in Envelope 'A'**

**ANNEXURE -1 BIDDER'S LETTER FOR EMD**

**(Envelope-'A')**

**To**

**The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8th Floor, RBI Premises,  
Bandra Kurla Complex  
Bandra(E), Mumbai – 400 051.**

**Subject: RFP No.13-14/0022 dated 29.11.2013 for selection of vendor for the "AMC for Computer Peripherals"**

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, 00,000/- (Rupees One Lakh Only). This EMD is as required by clauses 6.5,6.6 and 6.7 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:

**ANNEXURE 2 BID SECURITY (BANK GUARANTEE)**

**(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 RFP No.13-14/0022 dated 29.11.2013.

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.1,00,000/- (Rupees One Lakhs only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) three months after the expiration of the Bidder's Bid.

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

\_\_\_\_\_  
*[Signature]*

**ANNEXURE-3 BIDDER'S INFORMATION****(Envelope-'A')**

<b>Details of the Bidder</b>				
1	<b>Name of the Bidder (Prime)</b>			
2	<b>Address of the Bidder</b>			
3	<b>Status of the Company (Public Ltd/ Pvt. Ltd.)</b>			
4	<b>Details of Incorporation/Registration of the Company. Certificate to be submitted in Technical bid</b>		Date:	
			Ref #	
5	<b>Details of Commencement of Business</b>		Date:	
			Ref #	
6	<b>Valid Sales tax registration no.</b>			
7	<b>Valid Service tax registration no.</b>			
8	<b>Permanent Account Number (PAN)</b>			
9	<b>Name &amp; Designation of the contact person to whom all references shall be made regarding this tender</b>			
10	<b>Telephone No. (with STD Code)</b>			
11	<b>E-Mail of the contact person:</b>			
12	<b>Fax No. (with STD Code)</b>			
13	<b>Website</b>			
<b>Financial Details (as per audited Balance Sheets) (in Cr)</b>				
14	<b>Year</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
15	<b>Net worth</b>			
16	<b>Turn Over</b>			
17	<b>PAT</b>			

**ANNEXURE-4 ELIGIBILITY CRITERIA MATRIX****(ENVELOPE-‘A’)**

<b>Sr. No.</b>	<b>Description</b>	<b>Complied with statements</b>	<b>Proof attached</b>
1.	Registered company under the Companies Act, 1956 since the last Three years.	Yes/No	Proof should be Submitted
2.	The bidder should have minimum annual turnover of Rs.50Lakhs during the last three financial years (2009-10, 2010-11 and 2011-12).	Yes/No	Audited balance sheets & Profit /loss statement to be submitted.
3.	The Bidder should be a profit (profit after tax) making Company in the last Financial Year i.e. 2011- 2012 (or Calendar year 2011 or the Bidder's Financial Year).	Yes/No	Audited balance sheets & Profit /loss statement to be submitted.
4.	The Bidder should not be currently blacklisted by any Government/Government agency/ Bank/ institution in India or abroad.	Yes/No	Bidder submit clean track declaration separately(Annexure –E4)
5.	The Bidder should provide two references from clients who have availed services from them.	Yes/No	Proof should be submitted
6.	The Bidder should be able to provide support at Mumbai , Delhi, Hyderabad and Chennai.	Yes/No	Provide List Of Service Centres

**ANNEXURE-5 –DECLARATION REGARDING CLEAN TRACK BY BIDDER (Envelope-‘A’)****(On Company’s Letterhead)**

To

The Chief Executive Officer  
 National Payments Corporation of India  
 13th Floor, South Side in R-Tech (Building 2),  
 Pahadi, Goregaon (East),  
 Mumbai – 400063  
 Sir,

**Re: Ref. No. NPCI: RFP: 2013-14/0022 (RFP for AMC for Computer Peripherals) dated 29.11.2013.**

I have carefully gone through the Terms and Conditions contained in the above referred RFP for AMC for Computer Peripherals. I hereby declare that my company 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 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 was blacklisted previously, please provide the details regarding Period for which the company was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**ANNEXURE-6 COMPLIANCE SHEET FOR SCOPE OF WORK****(Envelope-‘B’)**

<b>HP PRODUCT</b>							
<b>SR. No.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>MAKE &amp; MODEL NAME</b>	<b>SERVICE WINDOW</b>	<b>YES/ NO</b>	<b>RESOLUTION</b>	<b>YES/ NO</b>
1	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
2	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
3	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
4	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
5	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
6	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
7	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
8	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
9	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
10	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
11	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
12	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
13	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
14	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
15	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
16	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
17	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
18	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
19	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
20	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	

## RFP for AMC for Computer Peripherals

SR. No.	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERVICE WINDOW	YES/ NO	RESOLUTION	YES/ NO
21	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
22	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
23	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
24	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
25	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
26	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
27	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
28	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
29	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
30	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
31	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
32	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
33	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
34	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
35	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
36	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
37	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
38	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
39	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
40	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
41	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
42	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
43	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
44	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	



## RFP for AMC for Computer Peripherals

SR. No.	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERVICE WINDOW	YES/ NO	RESOLUTION	YES/ NO
45	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
46	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
47	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
48	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
49	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
50	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
51	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
52	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
53	DESKTOP	1	HP Pro 3090	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
54	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
55	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
56	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
57	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
58	DESKTOP	1	HP COMPAQ LE1711	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
59	DESKTOP	1	HP DX2480	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
60	MONITOR	1	HP Compaq LCD Monitor	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
61	MONITOR	1	HP Compaq LCD Monitor	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
62	MONITOR	1	HPLEM886AAHP Compaq	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
63	MONITOR	1	HPLEM886AAHP Compaq	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
64	MONITOR	1	HP LEM886AAHP Compaq	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
65	MONITOR	1	HP Compaq LCD Monitor	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
66	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
67	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
68	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	

## RFP for AMC for Computer Peripherals

SR. No.	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERVICE WINDOW	YES/ NO	RESOLUTION	YES/ NO
69	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
70	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
71	LAPTOP	1	HP 2540	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
72	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
73	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
74	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
75	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
76	LAPTOP	1	HP IDS 2540p	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
77	LAPTOP	1	HP 2540	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
78	LAPTOP	1	HP 2540	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
79	PRINTER	1	HP Laser Jet M3035	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
80	PRINTER	1	HP Laser Jet M3035	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
81	PRINTER	1	HP LaserJet Pro M1536 MFP	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
82	PRINTER	1	HP LaserJet Jet M3035	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
83	PRINTER	1	HP Printer 1536	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
84	PRINTER	1	HP DESKJET 0801	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
85	PRINTER	1	HP Printer 1536	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
86	PRINTER	1	HP LaserJet Pro M1136 MFP	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
87	PRINTER	1	HP LaserJet Pro M1536 MFP	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
88	PRINTER	1	HP LaserJet Pro M1536 MFP	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
89	PRINTER	1	HP Laser Jet Prom1536 DNF Printer	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
90	PRINTER	1	HP Laser jet Printer - M1536 DNF MFP	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
91	PRINTER	1	HP Laser jet Pro M1536 DNF Printer	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
92	DESKTOP	1	HP pAVILION P6570ININA0320STQ	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
		<b>92</b>					

HCL PRODUCT							
SR. No.	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERVICE WINDOW	YES/ NO	RESOLUTION	YES/ NO
1	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
2	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
3	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
4	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
5	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
6	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
7	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
8	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
9	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
10	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
11	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
12	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
13	LAPTOP	1	HCL ME	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
		<b>13</b>					

DELL PRODUCTS							
SR. No.	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERVICE WINDOW	YES/ NO	RESOLUTION	YES/ NO
1	DESKTOP	1	DELL Desktop E7500	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
2	DESKTOP	1	DELL Desktop E7500	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
3	DESKTOP	1	DELL Desktop E7500	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
		<b>3</b>					

OTHER PRODUCTS							
SR. No.	ITEM DESCRIPTION	QTY	MAKE & MODEL NAME	SERVICE WINDOW	YES/ NO	RESOLUTION	YES/ NO
1	PRINTER	1	CANNON L11121E	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
2	PRINTER	1	CANNON L11121E	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
3	PRINTER	1	PRINTER CANNON	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
4	PRINTER	1	SAMSUNG ML2245	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
5	PRINTER	1	SAMSUNG SCX 4300	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
6	PRINTER	1	SAMSUNG ML 2245	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
7	PRINTER	1	SAMSUNG 565AR	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
8	PRINTER	1	SAMSUNG SCX 4300	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
9	PRINTER	1	EPSON LQ1150	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
10	PRINTER	1	BROTHER ELECTRONIC LABEL PRINTER PT 2730	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
11	PRINTER	1	BROTHER ELECTRONIC LABEL PRINTER PT 2731	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
12	PRINTER	1	BROTHER ELECTRONIC LABEL PRINTER PT 2732	9-00 hrs.18-00 hrs. Monday-Saturday		Next Business Day	
		<b>12</b>					

## Section 11 – Documents to be put in Envelope ‘C’

### ANNEXURE-7 PRICE FORMAT

(Envelope ‘C’)

#### (a) Price format for HP Product

Sr. No.	Location	Make & Model Name	Description	QTY	1 <sup>st</sup> year AMC Cost (Rs.)	2nd year AMC Cost (Rs.)	3rd year AMC Cost (Rs.)
1	MUMBAI	HP COMPAQ LE1711	DESKTOP	34			
2	MUMBAI	HP Pro 3090	DESKTOP	24			
3	CHENNAI	HP DX2480	DESKTOP	1			
4	MUMBAI	HP IDS 2540p	LAPTOP	13			
5	MUMBAI	HP LEM886AAHP Compaq	MONITOR	3			
6	MUMBAI	HP Compaq LCD Monitor	MONITOR	3			
7	MUMBAI/HYDERABAD/ CHENNAI	HP Printer 1536	PRINTER	8			
8	MUMBAI	HP Laser Jet M3035	PRINTER	3			
9	MUMBAI	HP DESKJET 0801	PRINTER	1			
10	MUMBAI	HP Laser Jet Pro M1136 MFP	PRINTER	1			
11	MUMBAI	HP PAVILION P6570ININA0320STQ	DESKTOP	1			
				92			
		TOTAL					
		VAT/Sale Tax					
		Service Tax					
		SUB TOTAL					
	GRAND TOTAL (1st Yr+2nd Yr+3rd Yr)						

#### (b) Price format for HCL Product:

Sr. No.	Location	Make & Model Name	Description	QTY	1 <sup>st</sup> year AMC Cost (Rs.)	2nd year AMC Cost (Rs.)	3rd year AMC Cost (Rs.)
1	MUMBAI/CHENNAI/DELHI	HCL ME	LAPTOP	13			
		TOTAL					
		VAT/Sale Tax					
		Service Tax					
		SUB TOTAL					
	GRAND TOTAL (1st Yr+2nd Yr+3rd Yr)						

**(c) Price format for Dell Product:**

Sr. No.	Location	Make & Model Name	Description	QTY	1 <sup>st</sup> year AMC Cost (Rs.)	2nd year AMC Cost (Rs.)	3rd year AMC Cost (Rs.)
1	MUMBAI	Dell Desktop E7500	DESKTOP	3			
		TOTAL					
		VAT/Sale Tax					
		Service Tax					
		SUB TOTAL					
	GRAND TOTAL (1st Yr+2nd Yr+3rd Yr)						

**(d) Price format for Other Product:**

Sr. No.	Location	Make & Model Name	Description	QTY	1 <sup>st</sup> year AMC Cost (Rs.)	2nd year AMC Cost (Rs.)	3rd year AMC Cost (Rs.)
1	MUMBAI	SAMSUNG ML2245	PRINTER	2			
2	MUMBAI	SAMSUNG SCX 4300	PRINTER	2			
3	MUMBAI	SAMSUNG 565AR	PRINTER	1			
4	MUMBAI	CANNON L11121E	PRINTER	3			
5	MUMBAI	EPSON LQ1150	PRINTER	1			
6	MUMBAI	BROTHER ELECTRONIC LABEL PRINTER PT 2730	PRINTER	1			
7	CHENNAI	BROTHER ELECTRONIC LABEL PRINTER PT 2731	PRINTER	1			
8	HYDERABAD	BROTHER ELECTRONIC LABEL PRINTER PT 2732	PRINTER	1			
				12			
		TOTAL					
		VAT/Sale Tax					
		Service Tax					
		SUB TOTAL					
	GRAND TOTAL (1st Yr+2nd Yr+3rd Yr)						

Dated this..... Day of.....2013

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**ANNEXURE- 8 COMMERCIAL BID FORM**

**(Envelope 'C')**

(To be included in Commercial Bid Envelope)

To

Date:

The Chief Executive Officer  
National Payments Corporation of India  
13th Floor, South Side in R-Tech (Building 2)  
Pahadi, Goregaon (East),  
Mumbai – 400063

Dear Sirs,

**Re: REF No. NPCI: RFP: 2013-14/0022 (RFP for AMC for Computer Peripherals) dated 29.11.2013.**

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required maintenance support in conformity with the said Bidding documents for the sum of Rs.....(Rupees all inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

Dated this..... Day of.....2013

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

## ANNEXURE-9 NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this ----- day of -----, 2013 ("**Effective Date**") between

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at **C-9, 8th Floor, RBI Premises, Bandra-Kurla Complex, Bandra (East) Mumbai-400 051** (Hereinafter referred to as "NPCI", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

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

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

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

### **NOW THEREFORE**

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

### **Article 1: Purpose**

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

RFP for AMC for Computer Peripherals

### **Article 2: DEFINITION**

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



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

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

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

### **Article 4: DISCLOSURE**

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

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

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

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

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

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**

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

#### **Article 11: NON-ASSIGNMENT**

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

#### **Article 12: TERM**

This Agreement shall remain valid from the Effective Date until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

#### **Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

**Article 14: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

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

**NATIONAL PAYMENTS CORPORATION OF INDIA**

**Bidders Name**

By:

Name:

Designation:

By:

Name:

Designation: