



भारतीय राष्ट्रीय भुगतान निगम
NATIONAL PAYMENTS CORPORATION OF INDIA

REQUEST FOR PROPOSAL FOR PROCUREMENT OF DEGAUSS MACHINES

RFP Reference No: NPCI:RFP:13-14/0035 dated:20.01.2014

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

Important Details 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. Demand Draft /Pay Order of INR 3,371/- (Rupees Three thousand Three hundred and seventy one only)- towards Bid cost in Envelope - ‘A’
2. Demand Draft / Banker’s Cheque / Bank Guarantee of INR 1,00,000/- (Rupees One lakh only)- towards Bid Security in Envelope - ‘A’
3. Envelope ‘A’ Eligibility Criteria Response.
4. Envelope ‘B’ Technical Response.
5. Envelope ‘C’ Commercial bid.
6. RFP document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope - ‘A’.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
8. Prices to be quoted in Indian Rupees. (INR).
9. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
10. All the pages and documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.

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Section 1 - Bid Schedule and Address

S. No.	Description	
1	Name of Project	REQUEST FOR PROPOSAL FOR PROCUREMENT OF DEGAUSS MACHINES
2	Tender Reference Number	NPCI:RFP: 2013-14/0035 dated:20.01.2014
3	Date of publishing of tender documents on NPCI website	20.01.2014
4	Last date and time of receiving vendor Pre-bid clarifications in writing	31.01.2014
6	Date and Time for Pre-bid Meeting	Not Applicable
7	Address for Pre-bid Meeting	Not Applicable
8	Last date and time for Bid Submission	11.02.2014, 3.00PM
9	Place of Bid Submission	National Payments Corporation of India, 08 th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai - 400 063.
10	Date and Time of Eligibility Bid Opening	11.02.2014, 3.30PM
	Date and Time of Technical Bid Opening	Will be informed to the qualified bidders
11	Place of Commercial Bid Opening	Will be informed to technically qualified bidders.
12	Name and Address for communication	The Head - Procurement National Payments Corporation of India, 08 th Floor R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai - 400 063.
13	Bid Related Queries	Mr. Sandeep Sood Phone: 8108186543 Sandeep.sood@npci.org.in Mr. Karun Joshi Phone: 8879772830 karun.joshi@npci.org.in Mr. Prashant Awale Phone: 8108108650 prashant.awale@npci.org.in Mr. Benny Joseph Phone : 8108122844 Benny.joseph@npci.org.in
14	Bid cost	Rs 3,371/- (3,000/- plus taxes)
15	Bid Security	Rs1,00,000/-

Note:

1. Bids will be opened in the presence of the bidders' representatives who choose to attend the bid opening meeting.
2. Date and Time of Technical and Commercial Bids Opening will be intimated later.
3. Bid Cost: DD shall be made in favor of "National Payments Corporation of India" for an amount of Rs. 3,371/- inclusive of taxes (Non-Refundable) payable at Mumbai.

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 in Mumbai, India. 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 objectives of NPCI are to operate for the benefit of all the Member Banks and the common man at large.

2.2 Objective of this RFP:

As part of NPCI internal Information Security and Risk mitigation process, NPCI has decided to have degauss machines at all Data Centers to ensure that all data present in the faulty hard-disk is removed and media destroyed with the help of these machines before moving the hard-disks out of NPCI's premises.

As part of IT Best practices, including Payment Card Industry -Data Security Standards which has focus on data security, Media destruction is required to be undertaken for prevention of data disclosure in due consideration of below factors:

Hard drives returned to vendors as defective can be repaired and be reused again by the vendor with old data intact.

Disposed functional hard drives OR DLT Tapes which are a valuable commodity, present significant risk of data disclosure if not destroyed properly.

Hence NPCI intends to procure a total of 3(three) degauss machines for all its sites i.e Mumbai, Chennai and Hyderabad.

The Bidder should have adequate experience as sought in the RFP to undertake the above activities.

2.3 Cost of the RFP:

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

The Bidders shall submit the Bid response document from NPCI's office at 08th Floor, R- Tech Park, Nirlon Knowledge Park, Near HUB Mall, Opp. Western Express Highway Goregaon (E), Mumbai - 400 063 on payment of non-refundable amount of Rs 3,371/- (INR Three Thousand Three Hundred Seventy One Only, inclusive of Service Tax), payable in the form of Demand Draft/Pay Order from any Scheduled Commercial bank in India favoring "**NATIONAL PAYMENTS CORPORATION OF INDIA**" payable at Mumbai along with Envelope A. This RFP document is non-transferable and cost of RFP document is non-refundable.

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. 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.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications through Pre-Bid queries.

2.5 Ownership of this RFP

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

Section 3 - Scope of Work

3.1 Scope of Work

The RFP is with reference to Supply, Installation and Maintenance of Degauss machines with carry case and trolley at various locations identified by NPCI. The requirement is for Three(3) Degauss Machines. The vendors would be responsible for successful installation and functioning of machines.

1. NPCI will have periodic review of technology. In case any of the models becomes obsolete, then NPCI will consider the alternate model in consultation with the OEM. The Vendor will also provide the latest model available, if there is upward revision in the model offered, at no extra cost to NPCI.
2. NPCI reserves the right to shift the equipment to a suitable location depending upon the need. The Bidder will arrange to shift the equipment and install and commission the same at the shifted location. NPCI would bear the required Expenses for shifting of the required equipment.
3. Bidder should provide comprehensive on-site three year warranty for Degaussers.
4. All the parts of items would be covered under comprehensive warranty. If there is any gap between NPCI's requirement and OEM warranty then it will be the responsibility of bidder to fill up the gap.
5. Bidder should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 6 years for Degaussers from the date of its supply. Comprehensive annual maintenance contract has to be entered into separately with NPCI for this purpose and also have to execute the Master AMC agreement with the Purchaser as per format provided on the due date without any exception.

Single Point of Contact

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

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 herein. 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.

4.2 Eligibility Criteria:

The invitation to Bid is open to all Bidders who qualify the Eligibility Criteria as given below:

1. The Bidder should be a company registered under the Companies Act, 1956 since the last three years.
2. The Bidder should have minimum annual turnover of Rs. 1 Crore during the last three financial years (2010-11, 2011-12, 2012-13) or calendar years 2010, 2011, 2012 or bidder's financial years.
3. The Bidder should be a profit (profit after tax) making company in the financial year i.e. 2012-13 or calendar year 2012 or the Bidder's financial year.
4. The bidder should be authorized business and support Partner for Degauss equipment.
5. The bidder should not be currently blacklisted by any bank / institution in India or abroad.
6. The Bidder must provide references of any two clients for whom the bidder has installed Degauss Equipments during the last 2 years as on the date of submission of the bid.

4.3 Eligibility Criteria Response Sheet

- 4.3.1 The Bidders should complete the Eligibility Criteria Response Sheet as given in Annexure - E.
- 4.3.2 Failure to provide the desired information and documents may lead to disqualification of the Bidder.

Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP:

1. RFP shall mean Request for Proposal.
2. Bid, Tender and RFP are used to mean the same.
3. The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

5.2 Cost of Bidding

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

5.3 Content of Bidding Document:

The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 5.13

5.4 Clarifications of Bidding Documents:

- 5.4.1** A prospective Bidder requiring any clarification of the Bidding Documents may notify NPCI in writing at NPCI's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1. The replies/clarifications will be uploaded on NPCI's website.

- 5.4.2** 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)

5.5 Amendment of Bidding Documents

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

B Preparation of Bid

5.6 Bid Price

- 5.6.1 Prices quoted in the bid should include all costs including all applicable taxes, duties levies, VAT/Sales Tax/Service Tax and fees whatsoever, except Octroi.
- 5.6.2 The VAT/Sales Tax/Service Tax should be shown separately in the final Price Schedule.

5.7 Earnest Money Deposit (EMD) /Bid Security

- 5.7.1 The Bidder shall submit Earnest Money Deposit of Rs1,00,000/- (Rupees One lakh Only) in the form of a Demand Draft / Pay order from a scheduled commercial bank in India drawn in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 180 days, as per format in Annexure A1 or A2.
- 5.7.2 No interest shall be payable on the EMD.

5.8 Return of EMD

- 5.8.1 EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.
- 5.8.2 The EMD of successful Bidder shall be returned / refunded after furnishing Performance Guarantee as required in this RFP.

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- 5.9.1 The Bidder withdraws its Bid before opening of the Bids.
- 5.9.2 The Bidder withdraws its Bid after opening of the Bids but before Notification of Award.
- 5.9.3 Selected Bidder fails to accept the order within 14 days from the date of receipt of the notification of Award. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 5.9.4 The selected Bidder withdraws its Bid / proposal before furnishing Performance Guarantee.
- 5.9.5 The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- 5.9.6 If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

5.10 Period of Validity of Bids:

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

5.11 Format of Bid:

- 5.11.1 The Bidders shall prepare one hard copy (Marked as 'ORIGINAL') and one soft copy of the Technical Bid marking it as "Technical Bid-Soft copy".
- 5.11.2 In case of any discrepancy between them, the original shall govern.

5.12 Signing of Bid:

- 5.12.1 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- 5.12.2 The Bid shall be signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped power of attorney (format given in Annexure H) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.
- 5.12.3 All pages of the Bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the Bid.
- 5.12.4 The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

C Submission of Bid

5.13 Envelope Bidding Process:

- 5.13.1 The Bid shall be prepared in 3 different envelopes, Envelope A, Envelope B and Envelope C.
- 5.13.2 Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as '***Request for Proposal for Procurement of Degauss Machines***'
- 5.13.3 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

5.14 Contents of the 3 Envelopes:

5.14.1 Envelope 'A' should be superscribed as **Eligibility Criteria**. The following documents shall be inserted inside Envelope A:

1. Bid Cost in the form of Demand Draft
2. Bid Earnest Money in the form of Demand Draft - Annexure A1
OR
Bid Earnest Money in the form of Bank Guarantee - Annexure A2
3. Bid Offer form (without price) - Annexure B
4. Bidder Information - Annexure C
5. Manufacturers (OEM) Authorization Form - Annexure D
6. Eligibility Criteria Response Sheet - Annexure E
7. Declaration of Acceptance of Terms and Conditions - Annexure F
8. Declaration of Acceptance of the Scope of Work - Annexure G
9. Power of Attorney format - Annexure H
10. Last three years audited Balance sheet and profit and loss statements.
11. Declaration regarding Clean Track Record - Annexure T2
12. RFP document duly sealed and signed by the authorized signatory on every page.

5.14.2 Envelope 'B' should be superscribed as **Technical Bid**:

The following documents shall be inserted inside Envelope B

1. Compliance to Technical Specifications - Annexure T
2. Bidders Experience - Annexure T1
3. Client Reference - Annexure T3
4. Detailed Bill of materials with line item details, quantity and functional details.
5. Masked Price Bid. Annexure C2, Annexure M and Annexure N **without price**.
6. The solution document for all components which would include hardware, software make, model, etc. with the technical details.

Envelope 'C' should be superscribed as **Commercial Bid**:

1. Commercial Offer Form - Annexure C1
2. Commercial Proposal - Annexure C2, Annexure M, Annexure N.

5.15 Bid Submission:

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

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

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

5.16 Bid Currency:

All prices shall be expressed in Indian Rupees only.

5.17 Bid Language:

The Bid shall be in English Language.

Rejection of Bid

The Bid is liable to be rejected if:

1. The document doesn't bear signature of authorized person.
2. It is received through Fax/E-mail.
3. It is received after expiry of the due date and time stipulated for Bid submission.
4. Incomplete/incorrect Bids, including non -submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by NPCI.
5. No Bid shall be rejected at Bid opening, except for late Bids.

5.18 Deadline for Submission:

The last date of submission of bids is given in Section1, unless amended by NPCI through its website.

5.19 Extension of Deadline for submission of Bid:

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

5.20 Late Bid:

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.

5.21 Modifications and Withdrawal of Bids:

5.21.1 Bids once submitted will be treated as final and no modification or withdrawal thereof is permissible. No further correspondence will be entertained on this and any further correspondence in this regard is liable to disqualify the Bidder and its Bid.

5.21.2 No Bid will be modified after the deadline for submission of Bids.

5.22 Right to Reject, Accept/Cancel the bid:

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

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

5.23 RFP Abandonment:

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

5.24 Bid Evaluation Process:

The Bid Evaluation will be carried out in 3 stages:

Stage 1 - Envelope A: Eligibility Criteria will be evaluated. Only those Bidders, who have submitted all the required forms and papers, duly signed and comply with the eligibility criteria will be considered for further evaluation.

Stage 2 - Envelope B: Technical Criteria would be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the technical criteria will be considered for further evaluation.

Stage 3 - Envelope C: Only those Bids that are technically qualified will be eligible for opening of commercial bids i.e. Envelope „C“. Those Bidders who qualify technically will be intimated the date, time and address for opening of Commercial Bids.

5.25 Contacting NPCI:

From the time of Bid opening to the time of Purchase Order 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 his Bid.

Section 6 - Bid Opening

6.1 Opening of Bids:

Bids will be opened in 3 phases:

Phase 1 - In the first phase only the Eligibility Criteria i.e. Envelope A will be opened.

Phase 2- In the second phase only the technical bids i.e. Envelope B will be opened.

Phase 3- In the third phase the Commercial Bids i.e. Envelope C will be opened.

6.2 Opening of Eligibility Criteria Bids

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

6.2.2 The representatives of the bidders have to produce an authorization letter from the Bidders by way of letter or email 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 the NPCI.

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

6.3 Opening of Technical Bids:

6.3.1 NPCI will open Envelope 'B' in presence of Bidders' who qualify in the eligibility criteria evaluation in the presence of 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.

6.3.2 The representatives of the Bidders have to produce an authorization letter from the Bidders by way of letter or email 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 the NPCI.

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

6.4 Opening of Commercial Bids

6.4.1 The Commercial bids of Bidders qualified in Technical Evaluation will be opened and evaluated further.

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

Section 7 - Bid Evaluation

7.1 Preliminary Examination of Technical Bids:

- 7.1.1 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, and whether Bids are generally in order.
- 7.1.2 Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.
- 7.1.3 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.
- 7.1.4 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
- 7.1.5 Envelope A will be evaluated first and those who fulfill the eligibility criteria will be eligible for technical evaluation.
- 7.1.6 NPCI may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids:

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

- Compliance to Scope of Work.
- Compliance to Technical Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.
- Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- NPCI may interact with the Customers, whose references have been submitted by the Bidder, if required.

7.3 Evaluation of Commercial Bids:

- Commercial bids of only technically qualified short-listed bidders will be opened and evaluated. Arithmetic errors in the Bids submitted shall be treated as follows:
 - Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - 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.
 - 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.

7.4 Successful Evaluated Bidder:

- 7.4.1 After completing internal approval process, Bidder whose Bid Price is the lowest will be declared as successful evaluated bidder, who will be called L1 Bidder.

Section 8 - Terms and Conditions

8.1 Notification of Award/Purchase Order:

- 8.1.1 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.
- 8.2.2 Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.
- 8.2.3 Upon the successful Bidder furnishing the Performance Bank Guarantee, NPCI will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.2 Acceptance of the Purchase Order:

- 8.2.1** Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- 8.2.2** Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

8.3 Taxes and Duties:

- 8.3.1** 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.
- 8.3.2** 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. Octroi shall be reimbursed to supplier by NPCI, at actual, on production of original receipt.
- 8.3.3** The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI.

8.4 Terms of Delivery:

- 8.4.1** The Goods shall be delivered within 8 weeks of acceptance of the Purchase Order.
- 8.4.2** Bidder shall provide warranty for hardware which would be for a period of three Years and if any applicable software for a period of one year from the date of commissioning or acceptance of the entire system, whichever is later and 2nd, 3rd, 4th, 5th and 6th year Annual maintenance support from the date of expiry of warranty.

8.5 Penalty for default in delivery:

- 8.5.1** If the Bidder does not deliver the entire hardware and software, 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 as given below:
- 8.5.2** Non Delivery of above at NPCI - at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.
- 8.5.3** In case the delay exceeds 10 days beyond the stipulated delivery period of RFP, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI.
- 8.5.4** Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the bidder, under this or any other Purchase Order.

8.5.5 Performance Bank Guarantee

Successful Bidder shall submit Performance Bank Guarantee equal to 10 % of the PO value valid for 3 years from the date of acceptance of the Purchase Order with an action period of one year as per NPCI format attached vide Annexure-A2 hereto, within 14 days of receipt of the Notification of Award or Purchase Order. The Bank Guarantee shall be extended till expiry of the warranty period with an action period of one year.

8.6 Warranties and Maintenance

8.6.1 All Goods shall have the comprehensive On-site warranty of 36 months from the date of installation of Goods.

8.6.2 Bidder guarantees the whole of the Goods against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by NPCI).

If during the Warranty Period any Goods are found to be damaged or defective or not acceptable, they shall promptly be replaced or rectified /re-furnished or rendered by Bidder at its own cost (including the cost of dismantling and reinstallation) on the request of NPCI and if removed from the Site for such purpose, Bidder has to provide standby Goods till the original Goods are repaired or replaced / re-furnished, rendered. All goods shall be removed and re-delivered to NPCI by Bidder at its own cost.

Maintenance: The bidder has to provide AMC Support for three years after expiry of warranty period of three years.

Resolution Service Level Agreement (SLA) during Warranty and AMC: The reported issue will be classified as High / Medium / Low by NPCI.

Sensitivity	Definition	Resolution time from the time of reporting the issue
High	If the Degauss Machine is totally Down.	To be resolved within 4 working hours of reporting
Medium	If some of the features are not available and operation continues in restricted fashion which affects productivity in long term	To be resolved within 12 working hours of reporting
Low	Partial or non-critical loss of feature or functionality	To be resolved within 24 working hours of reporting

- Any Failure to resolve the issue within stipulated time will render the vendor liable for levy of liquidated damages @Rs 100/- per working hour subject to a maximum of Rs. 10,000/- for high level issue, Rs. 5,000/- for medium level issue and Rs. 2,000/- for low level issue. The liquidated damages, if any, shall be deductible from the quarterly payment during annual maintenance period. **During warranty period NPCI reserves the right to recover the penalty if any, towards breach of SLA terms from any payment due to the bidder.**

8.7 Payment Terms:

8.7.1.1 Hardware

- 30% of the cost shall be paid after delivery of Goods at the specified location.
- 60% of the cost shall be paid after successful Installation of hardware at specified locations. This would also include sign off obtained from NPCI thereon.
10% of the cost shall be paid after expiry of the warranty period of 3 years or upon submission of separate Bank Guarantee valid till expiry of the warranty period with an action period of one year.

8.7.1.2 AMC of Hardware

- Payment shall be made quarterly in arrears after the expiry of warranty.

8.8 Price:

Price shall remain fixed for a period of 6 months from the date of Notification of award / Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

8.9 Repeat Orders (Optional):

8.9.1 NPCI reserves the right to place Purchase Orders to the Supplier for any or all of the goods at the agreed unit rate, i.e. the rate contract for a period of six months from the date of notification of award / Purchase Order.

8.10 Intellectual Property:

8.10.1 Intellectual Property Rights in all Standard software and all off-the-shelf software shall remain vested in the owner of such rights.

8.10.2 Bidder shall provide warranty for hardware which would be for a period of three Years and if any applicable software for a period of one year from the date of commissioning or acceptance of the entire system, whichever is later. The bidder has to provide software support, if any, for 2nd and 3rd year. Further the bidder is required to provide post warranty maintenance support for 4th, 5th and 6th year.

8.10.3 Confidentiality:

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

The Bidder's obligations under this Section shall extend to the non-publicizing of any dispute arising out of the Purchase Order. The successful Bidder shall execute a non-disclosure agreement with NPCI in the form and manner, determined by NPCI.

8.11 Indemnity

The Bidders 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 directly or indirectly from:

- (i) 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 provided by the Purchase Order,
- (ii) breach of any of the terms of the Purchase Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- (iii) bonafide use of the deliverables and or services provided by the Bidder,
- (iv) 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 fulfill the scope of this project,
- (v) employment claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Purchase Order,
- (vi) breach of confidentiality obligations of the Bidder,
- (vii) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this contract.

The Bidder shall further indemnify NPCI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on NPCI for malfunctioning of the equipment or software or deliverables at all points of time, provided:

- (i) NPCI notifies the Bidder in writing immediately on being aware of such claim,
- (ii) The Bidder has sole control of defense and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc. due to willful misconduct of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The Bidder shall indemnify NPCI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Bidder with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. 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.

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 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 the Bidder in writing as soon as practicable when NPCI becomes aware of the claim however:

- (i) the Bidder has sole control of the defense and all related settlement negotiations;
- (ii) NPCI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above; and
- (iii) 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.

8.12 Compliance with Applicable Laws of India

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI /officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

8.13 Legal Compliances

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

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

8.14 Compliance of Labour and other Laws.

The Bidder shall comply with all the statutory requirements as are applicable from time to time and shall be solely responsible for fulfilment of all legal obligations under various statutes including Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act, Employees' Compensation Act, EPF & Miscellaneous Provisions Act, Shops and Establishments Act etc. Bidder shall keep NPCI indemnified against any dues/compensation or any other liability of any nature whatsoever due to non-fulfilment of any of the statutory provision under any statute/byelaws/ notification etc. including industrial laws. NPCI shall have full right to recover any claim and liability incurred towards payment of any dues, compensation or cost from Bidder and deducts it from its outstanding subsequent bills.

8.15 Replacement of Resources

- NPCI shall consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, NPCI shall have the option either (1) to terminate the Purchase Order in part or as a whole or (2) to request Bidder for prompt replacement within 7 days at bidder's cost.
- In case any key resource working on the project wants to leave from service then Bidder shall take proper handover from the candidate before relieving him/her from the job so that NPCI operations shall not be affected.

8.16 Bidder's Liability: The selected Bidder will be liable for all the deliverables.

8.18.1 The Bidder's aggregate liability in connection with obligations undertaken as part of the Project 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.

8.18.2 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.

8.18.3 Liquidated Damages: The parties hereby agree that if due to negligent act of the Bidder or non-fulfillment of any obligations under the Purchase Order, NPCI suffers any loss or incurs damages the Bidder would be fully liable to the total value of the contract/Purchase Order.

8.17 Force Majeure

8.17.1 Notwithstanding the provisions of the RFP, 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.

8.17.2 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.

8.18 Resolution of Disputes

All disputes or differences arising out of or in connection with the Contract between NPCI and the Bidder shall be settled amicably through good-faith negotiation between senior management of both parties. 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 shall be subject to the exclusive jurisdiction of courts at Mumbai. The Governing Law is of India.

8.18.1 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/Purchase Order.

8.18.2 If, NPCI and the Bidder have been unable to resolve amicably a Contract 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.

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

1. In case of disputes or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with this Contract, such disputes or difference shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory

- modification or re-enactment thereof and rules framed thereunder from time to time. Where the value of the Contract is above Rs 1.00 core, the arbitral tribunal shall consist of 3 .
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
 3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself;
 4. Where the value of the contract is Rs1.00 core or below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.
 5. In case, during the Arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

8.19 Governing Law & Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of the Union of India. The jurisdiction and venue of any action with respect to the subject-matter of this Contract shall be the Courts of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

8.20 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidder’s (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.

Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution.

NPCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

8.21 Order Cancellation

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

- i. Delay in customization / implementation / installation beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service / hardware / functionality of software expected during the implementation, rollout and subsequent maintenance process.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by NPCI to the Bidder for the particular product would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further, the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid. The Bidder should treat the details of the documents as secret and confidential. Responses submitted by the bidder to this RFP represent a firm offer to contract on the terms and conditions described in the RFP document.

8.22 Addresses for Notices

Following shall be address of NPCI and Bidder:

The Chief Executive Officer
C-9, 8th Floor, RBI Premises
Bandra Kurla Complex, Bandra (E)
Mumbai 400 051
BIDDER's address for notice purpose :(To be filled by BIDDER).

Section 9 - Process Requirements

The bidder would preferably to have ISO-27001 OR ISO-9001 Certification with validity as on the date of submission of bid. Valid Certificate is required to be produced at the time of bid.

Section 10 - Technical Requirements.

1. The equipment should be robust and reliable and the performance should be of high quality.
2. The Degausser should successfully Degauss all the media in continuity and no overheating or improper functioning should take place.
3. LCD Display should be provided in the degausser system. All the functions or operations to be undertaken should be visible in the LCD Display.
4. The Magnetic field should be between 0.7 to 0.9 Testla.
5. The degausser should be capable of degaussing different type of magnetic media used in different types of equipment. This includes Hard Drives Standard & Laptop Drives, Hard Disk Drives of Servers and tape cartridges including DLT/ LTO- Cartridges - LTO1,LTO2,LTO3,LTO4,& LTO5, 3590, 3480/3490/3490e, 9840 & T9940 & T10000 tape; DDS- 1,2,3,4 & 5.
6. The degausser should have presence of field failure indicator.
7. The degausser should have Erase Control & ON/OFF Control Switch.
8. The degausser should have separate media compartment.

21. On-site Training: The bidder shall provide one time onsite training of up to 1 day to NPCI personnel; train them on the overall workflow and operation of Degauss machines. The instructions and operations Manual should also be provided separately to NPCI. Training and course schedule will be decided mutually between the finalized bidder and NPCI.

22. Three years technical support:

The bidder shall provide three year technical support to address, analyze and fix any technical glitches within the existing features. This would start after successful go-live and subsequent signoff by NPCI Stake holders.

Technical Specifications:

Make, Model

Sl. No.	Type	Specifications	Compliance(Yes/No)
1	Make/ Model/ Manufacturer	To be mentioned by Bidders	
2.	Erasure Time	Not more than 60 Seconds	
3.	Power Supply	230 V \pm 5%, 50/60 Hz- Standard	
4.	Overall Dimensions	Depth X Width X Height (To be mentioned by the bidders.)	
5.	Degausser System	Capacitive Discharge	
6.	Duty Cycle	Continuous	
7.	Warning indicator	A field failure indicator should be provided to give further reassurance that the degauss field is present.	

8	Display	LCD Display to visually provide the user with erase, power & mode verification & other indications	
9.	Magnetic Field	0.73 to 0.9 Tesla or more	
10	Erasing Area Size	It should be able to erase data on all type of storage Media	
11	Media	Hard Drives Standard & Laptop Drives, Hard Disk Drives of Servers and tape cartridges including DLT/ LTO- Cartridges - LTO1,LTO2,LTO3,LTO4,& LTO5, 3590, 3480/3490/3490e, 3590, 9840 & T9940 & T10000 tape; Ultrium & Redwood SD-3 tape & cartridges; Mammoth 1 & 2, 8mm, AIT1 & 2,M2 tape; DDS 1, 2, 3, 4 & 5, DD-2 & DFT-1 & 2 . (2.5", 3.5" hard drives should also be supported)	
12.	Temperature	37° F - 113° F (3° C - 45° C)	
13.	Humidity	10% H- 40% H (without condensation)	
14.	Erase- File & Data	The degauss machine should be able to erase Data of all the storage media like hard disk drives, DLT and LTO Tapes.	
15.	Safety Standards	The product should have to be covered and in well insulated condition to perform its functions under special safety rules and standards of international stature like PCI, DSS, NIST, HIPAA, PIPEDA, NIST SP 800-36, NIST SP 800-88.	
16	Throughput	Minimum 10- 15 Hard disks/ DLT- LTO CARTRIDGES Per Hour	
17	Controls	Erase Button , ON/OFF Power Switch	
18	Media Compartment Dimensions		

Documents forms to be put in Envelope 'A'

Annexure A1 - Bidder's Letter for EMD/Bid Security

To

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

Subject: RFP No. NPCI: RFP: 2013-14/0035 dated: 20.01.2014 for "RFP for Procurement of Degauss Machines"

We have enclosed an EMD in the form of a Demand Draft No._____ issued by the branch of the _____Bank, for the sum of Rs1 lakh (Rupees One Lakh Only). This EMD is as required by clause 5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

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

Annexure A2 - Bid Security (Bank Guarantee)

FORMAT: PROFORMA OF BANK GUARANTEE

Date

Beneficiary: NPCI [NATIONAL PAYMENTS CORPORATION OF INDIA]

(Please insert complete address)

Performance Bank Guarantee No:

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

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required.

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

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

Notwithstanding anything contained in the foregoing:

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

(ii) This Bank Guarantee is valid upto_____.

(iii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of NPCI within one year of the expiry of the validity period of this Bank Guarantee.

(iv) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date should be one year from the date of expiry of validity period of the Bank Guarantee)

failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

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

{Signature of the Authorized representatives of the Bank}

Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To,

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

Dear Sir,

Subject: RFP No. NPCI: RFP: 2013-14/0035 dated: 20.01.2014 for "RFP for Procurement of Degauss Machines"

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP 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 RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for NPCI and its Associates.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that NPCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of NPCI will be final and binding on us.

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

Until 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.

As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____dated _____ drawn in favor of “National Payments Corporation of India” or Bank Guarantee valid for ____days for an amount of Rs1,00,000/- (INR One Lakh Only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company

Address

Annexure C - Bidder's Information

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name Designation of the contact person 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			
Financial Details (as per audited Balance Sheets) (in Cr)				
14	Year	2010-11	2011-12	2012-13
15	Net worth			
16	Turn Over			
17	PAT			

Signature: _____.

Name: _____.

Designation: _____.

Date: _____, Place _____.

Annexure D - Manufacturer's Authorization Form

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

Date:

To:

Ref: RFP No. NPCI: RFP: 2013-14/0035 dated: 20.01.2014 for "RFP for Procurement of Degauss Machines"

WHEREAS

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

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

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on _____ day of _____, _____

Annexure E - Eligibility Criteria Response

S.NO.	MINIMUM ELIGIBILITY CRITERIA	RESPONSE OF THE BIDDER			DOCUMENTS ATTACHED
1.	The bidder should be a company registered under the Companies Act, 1956 since the last three years	Yes - Date of Incorporation			The bidder should produce proof of documents.
2.	The Bidder should have minimum annual turnover of Rs 1. crore during each of the last 3 financial years(i.e.2010-11, 2011-12, 2012-13)				This must be supported by audited financial statements (Reports) for the financial year 2010-11, 2011-12 and 2012-13 or Calendar year 2010, 2011 and 2012 or the bidder's financial years
		YES/NO	YES/NO	YES/NO	
		Amt in ₹Cr.	Amt in ₹Cr.	Amt in ₹Cr.	
3.	The bidder should be a profit (profit after tax) making company in the last financial year i.e. 2012-13 (or Calendar year 2012 or the Bidder's financial year).	YES/NO			This must be supported by audited financial statements (Reports) for the financial year 2012-13 or Calendar year 2012 or the bidders' last financial year.
		Amt in ₹Cr.			
4.	The bidder should not be currently blacklisted by any bank / institution in India or abroad.	YES/NO			The bidder should produce proof of documents.
5	The Bidder should provide reference of any 2 clients for whom the bidder has installed Degauss Equipment during the last 2 years as on the date of submission of the bid.	Name of Client	Date of Assignment	Approx. order value	The bidder should produce proof of documents.
6	The bidder should be authorized business and support partner for Degauss Equipment.				

Signature: _____Name:_____ -

Designation: _____Date: _____, Place _____

Annexure F - Declaration for Acceptance of RFP Terms and Conditions

To

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

Sir,

Re: RFP No. NPCI: RFP: 2013-14/0035 dated: 20.01.2014 for “RFP for Procurement of Degauss Machines”

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration for making this bid.

Yours faithfully,

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

Annexure G - Declaration for Acceptance of Scope of Work

To

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

Sir,

Re: RFP No. NPCI: RFP: 2013-14/0035 dated: 20.01.2014 for “RFP for Procurement of Degauss Machines”

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

Annexure H - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr. _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “_____” in response to the RFP No. _____ by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2014

For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

Annexure I - Service support details

No.	Address	Support Contact

Annexure J - Authorization Letter

(On company letter head)

The Chief Executive Officer
National Payments Corporation of India
Mumbai

Dear Sir,

Re: Authorization Letter for attending Bid-Opening

Ref: RFP No. NPCI: RFP: 2013-14/0035 dated: 20.01.2014 for “RFP for Procurement of Degauss Machines”

This has reference to your RFP No.____ for _____.

Mr._____is hereby authorized to attend the Bid Opening of the above **RFP:** **dated**
on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority

To be put in Envelope 'B'

Annexure T - Technical Specifications Compliance

Sl. No.	Type	Specifications	Compliance
1	Make/ Model/ Manufacturer	To be mentioned by Bidders	
2.	Erase Time	Not more than 60 Seconds	
3.	Power Supply	230 V \pm 5%, 50/60 Hz- Standard	
4.	Overall Dimensions	Depth X Width X Height (To be mentioned by the bidders.)	
5.	Degausser System	Capacitive Discharge	
6.	Duty Cycle	Continuous	
7.	Warning indicator	A field failure indicator should be provided to give further reassurance that the degauss field is present.	
8	Display	LCD Display to visually provide the user with erase, power & mode verification & other indications	
9.	Magnetic Field	0.73 to 0.9 Tesla or more	
10	Erasing Area Size	It should be able to erase data on all type of storage Media	
11	Media	Hard Drives Standard & Laptop Drives, Hard Disk Drives of Servers and tape cartridges including DLT/ LTO- Cartridges - LTO1,LTO2,LTO3,LTO4,& LTO5, 3590, 3480/3490/3490e, 3590, 9840 & T9940 & T10000 tape; Ultrium & Redwood SD-3 tape & cartridges; Mammoth 1 & 2, 8mm, AIT1 & 2,M2 tape; DDS 1, 2, 3, 4 & 5, DD-2 & DFT-1 & 2 . (2.5", 3.5" hard drives should also be supported)	
12.	Temperature	37° F - 113° F (3° C - 45° C)	
13.	Humidity	10% H- 40% H (without condensation)	

14.	Erase- File & Data	The degauss machine should be able to erase Data of all the storage media like hard disk drives, DLT and LTO Tapes.	
15.	Safety Standards	The product should have to be covered and in well insulated condition to perform its functions under special safety rules and standards of international stature like PCI, DSS, NIST, HIPAA, PIPEDA, NIST SP 800-36, NIST SP 800-88.	
16	Throughput	Minimum 10- 15 Hard disks/ DLT- LTO CARTRIDGES Per Hour	
17	Controls	Erase Button , ON/OFF Power Switch	
18	Media Compartment Dimensions		

Annexure T1- Bidder's Experience**A - Bidder's Organization**

[Provide here a brief description of the background and organization of the firm/company. The brief description should include ownership details, date and place of incorporation of the company, objectives of the company etc.]

B - Bidder's Experience

S. No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of contract/Project cost	
3.	Bank	
4.	Duration of Project (months)	

Note: Please provide documentary evidence from the client wherever applicable. This Annexure has to fill separately for each of the subcontractors

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Annexure T2 - Declaration regarding Clean Track by Bidder

Declaration for Clean Track Record (On Company's Letterhead)

To

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

Sir,

Re: RFP No. NPCI: RFP: 2013-14/0035 dated: 20.01.2014 for "RFP for Procurement of Degauss Machines".

I have carefully gone through the Terms and Conditions contained in the above referred RFP. 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.

Yours faithfully,

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

Annexure T3 - Client Details

Provide details the client details wherever available:

S. No.	Name of Institution	Contact Person Name and Designation	Contact Details with e-mail

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Date: _____, Place _____

To be put in Envelope 'C'

Annexure C1 - Commercial Offer Form

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope only)

To:

Date:

NPCI

Dear Sir,

Re: RFP No. NPCI: RFP: 2013-14/0035 dated: 20.01.2014 for "RFP for Procurement of Degauss Machines"

Having examined the Bidding Documents placed along with the above referred RFP, we, the undersigned, offer to provide the required consultancy services 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 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 signed with the selected bidder, this Bid 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.....2014

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure C2 - Commercial Bid Format

Sl.No	Line Items	Quantity	Unit Cost	Tax	Total Cost
1	Hardware				
1a	Hardware for Mumbai with 3 year warranty	1			
1b	Hardware for Chennai with 3 year warranty	1			
1c	Hardware for Hyderabad with 3 year warranty	1			
Total-1					
2	AMC for Hardware				
2a	4th Year	3			
2b	5th year	3			
2c	6th Year	3			
Total-2					
Total (1+2) =					

All hardware-costs should be detailed with line item wise prices and submitted as Annexure M.

** All hardware details, configurations and specifications should be provided in separately Annexure N.

Dated this Day of2014.

(Signature)

Name

(In capacity of)

Duly authorized to sign bid for and on behalf of

Annexure M - Line Item Wise Commercial Bid Format

Sr. No.	Line Items	Configurations/ Specifications	Unit Price	Tax	Subtotal	Quantity	Total
			(a)	(b)	(a + b = c)	(d)	(c * d)
	Total						
	Grand Total						

Dated this..... Day of.....2014

(Signature)

(Name)

(In the capacity of) Duly authorized to sign Bid

for and on behalf of

Annexure N - Hardware / Software Configuration and Specifications

Sr. No.	Line Item	Configuration/ Specification	Make and Model	Quantity

Dated this Day of2014

(Signature)

(Name)

(In the capacity of) Duly authorized to sign Bid

for and on behalf of