



# **REQUEST FOR QUOTATION FOR UNINSTALLATION OF EXISTING CARPET & SUPPLY, DELIVERY, INSTALLATION OF NEW CARPETS AT FULLY FUNCTIONAL OFFICE IN GOREGAON EAST, MUMBAI**

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**RFQ Ref Number: NPCI:RFQ:2018-19/03 dated: 4<sup>th</sup> February 2019**

**National Payments Corporation of India**

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The Capital

Bandra Kurla Complex,

Bandra East

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## **Disclaimer**

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

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

## **Important Detail about RFQ**

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

## **Checklist**

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

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

## Contents

<b>SECTION 1 – BID SCHEDULE AND ADDRESS</b>	<b>5</b>
<b>SECTION 2 – INTRODUCTION</b>	<b>6</b>
2.1 ABOUT NPCI:	6
2.2 OBJECTIVE OF THIS RFQ:	6
2.3 SCOPE OF WORK:	6
2.4 DUE DILIGENCE	7
<b>SECTION 3 – ELIGIBILITY CRITERIA</b>	<b>8</b>
3.1 PRE-REQUISITE:	8
3.2 ELIGIBILITY CRITERIA:	8
<b>SECTION 4 – INSTRUCTION TO BIDDERS</b>	<b>10</b>
A. THE BIDDING DOCUMENT	10
4.1 DEFINITION:	10
4.2 CONTENT OF BIDDING DOCUMENT:	10
4.3 CLARIFICATIONS OF BIDDING DOCUMENTS	10
4.4 AMENDMENT OF BIDDING DOCUMENTS	10
B. PREPARATION OF BID	11
4.5 BID PRICE:	11
4.6 EARNEST MONEY DEPOSIT (EMD)	11
4.7 RETURN OF EMD	11
4.8 FORFEITURE OF EMD	11
4.9 PERIOD OF VALIDITY OF BIDS:	12
4.10 EXTENSION OF PERIOD OF VALIDITY	12
4.11 FORMAT OF BID:	12
4.12 SIGNING OF BID:	12
C SUBMISSION OF BID	12
4.13 2-ENVELOPE BIDDING PROCESS:	12
4.14 CONTENTS OF THE 2 ENVELOPES:	13
4.15 BID SUBMISSION:	14
4.16 BID CURRENCY:	14
4.17 BID LANGUAGE:	14
4.18 DEADLINE FOR SUBMISSION:	14
4.19 EXTENSION OF DEADLINE FOR SUBMISSION OF BID:	14
4.20 LATE BID:	14
4.21 MODIFICATIONS AND WITHDRAWAL OF BIDS:	14
4.22 RIGHT TO REJECT, ACCEPT/CANCEL THE BID:	14
4.23 RFQ ABANDONMENT:	15
4.24 BID EVALUATION PROCESS:	15
4.25 CONTACTING NPCI:	15
<b>SECTION 5 – BID OPENING</b>	<b>16</b>
5.1 OPENING OF BIDS:	16
5.2 OPENING OF ELIGIBILITY BIDS:	16
5.3 OPENING OF COMMERCIAL BIDS:	16
<b>SECTION 6 – BID EVALUATION</b>	<b>17</b>
6.1 PRELIMINARY EXAMINATION OF ELIGIBILITY BIDS:	17
6.2 EVALUATION OF COMMERCIAL BIDS:	17
6.3 SUCCESSFUL EVALUATED BIDDER:	18

<b>SECTION 7 – TERMS AND CONDITIONS .....</b>	<b>19</b>
7.1 NOTIFICATION OF AWARD: .....	19
7.2 PURCHASE ORDER: .....	19
7.3 TAXES AND DUTIES: .....	19
7.4 TERMS OF DELIVERY:.....	19
7.5 PENALTY FOR DEFAULT IN DELIVERY: .....	19
7.6 WARRANTIES:.....	19
7.7 PAYMENT TERMS:.....	20
7.8 REPEAT ORDER: .....	20
7.9 BIDDER’S LIABILITY .....	21
7.10 ORDER CANCELLATION .....	21
7.11 LIQUIDATED DAMAGES .....	21
7.12 RESOLUTION OF DISPUTES.....	22
7.13 INDEMNITY.....	22
7.14 FORCE MAJEURE:.....	23
7.15 TERMINATION OF CONTRACT .....	23
7.16 CONFIDENTIALITY .....	23
7.17 COMPLIANCE WITH APPLICABLE LAWS OF INDIA.....	24
7.18 LEGAL COMPLIANCES:.....	24
7.19 INTELLECTUAL PROPERTY RIGHTS:.....	25
7.20 APPLICABLE LAW AND JURISDICTION APPLICABLE LAW: .....	25
7.21 SOLICITATION OF EMPLOYEES .....	25
7.22 NO DAMAGE OF NPCI PROPERTY.....	26
7.23 FRAUDULENT AND CORRUPT PRACTICE .....	26
7.24 GOVERNING LANGUAGE .....	26
7.25 ADDRESSES FOR NOTICES .....	26
<b>SECTION 8 DOCUMENTS/ FORMS TO BE PUT IN ENVELOPE 'A' .....</b>	<b>27</b>
8.1 ANNEXURE A - BID OFFER FORM (WITHOUT PRICE) .....	27
8.2 ANNEXURE B – BIDDER’S INFORMATION .....	29
8.3 ANNEXURE C – ELIGIBILITY CRITERIA MATRIX .....	30
8.4 ANNEXURE D– DECLARATION REGARDING CLEAN TRACK BY BIDDER .....	32
<b>SECTION 9 DOCUMENTS/ FORMS TO BE PUT IN ENVELOPE 'B' .....</b>	<b>33</b>
9.1 ANNEXURE E – PRICE FORMAT “TO BE PUT IN ENVELOPE ‘B’” .....	33
9.2 ANNEXURE F – COMMERCIAL BID FORM “TO BE PUT IN ENVELOPE ‘B’” .....	36
9.3 ANNEXURE G - BID SECURITY (PERFORMANCE BANK GUARANTEE).....	37
9.4 ANNEXURE H: ADVANCE PAYMENT BANK GUARANTEE .....	39
9.5 ANNEXURE I: NON-DISCLOSURE AGREEMENT .....	41

## Section 1 – BID Schedule and Address

S.No.	Description	
1	Name of Project	REQUEST FOR QUOTATION FOR UNINSTALLATION OF EXISTING CARPETS & SUPPLY, DELIVERY, INSTALLATION OF NEW CARPETS AT FULLY FUNCTIONAL OFFICE IN GOREGAON EAST, MUMBAI
2	Tender Reference Number	NPCI:RFQ:2018-19/03 dated: 4 <sup>th</sup> February 2019
3	Date of Commencement of Bidding Document	4 <sup>th</sup> February 2019
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	8 <sup>th</sup> February 2019
	Date of Pre-Bid meeting	Not applicable
5	Last date and time for Submission of Bids	12 <sup>th</sup> February 2019; 1430 hrs.
6	a) Date and time of Eligibility Bid Opening b) Date and Time of Commercial Bid Opening	12 <sup>th</sup> February 2019; 1530 hrs.  Will be informed to the qualified Bidders under Eligibility Criteria
7	Place of Bid Submission and Opening of Bids	National Payments Corporation of India, 1001A, 10 <sup>th</sup> floor, B Wing, The Capital, , Bandra Kurla Complex, Bandra East, Mumbai 400 051
8	Name and Address for communication	<b>MD&amp;CEO</b> <b>National Payments Corporation of India</b> 1001A, 10 <sup>th</sup> floor, B Wing, The Capital, Bandra Kurla Complex, Bandra East, Mumbai 400 051
9	Bid Related Queries	Mr. Mubeenuddin Mohammed Email id: <a href="mailto:mohammed.mubeen@npci.org.in">mohammed.mubeen@npci.org.in</a> Mr. Deepak Rathod Email id: <a href="mailto:deepak.rathod@npci.org.in">deepak.rathod@npci.org.in</a> Mr. Deepak Ramakrishnan Email id: <a href="mailto:deepak.ramakrishnan@npci.org.in">deepak.ramakrishnan@npci.org.in</a> Mr. Sanjay Saxena Email id: <a href="mailto:sanjay.saxena@npci.org.in">sanjay.saxena@npci.org.in</a>
10	Bid Cost	Nil

*Note: 1) Bids will be opened in the presence of the Bidders' representative who chooses to attend.  
2) Date and Time of Commercial Bid Opening will be intimated later.  
3) Commercial bid opening will be informed to the bidders qualified after eligibility*

## Section 2 – Introduction

### 2.1 About NPCI:

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

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

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

### 2.2 Objective of this RFQ:

- A) NPCI proposes to replace the existing carpets of three units (unit nos.: 202, 301 and 302) at their fully operational facility at Goregaon, Mumbai with new tile/plank carpets from only the top and reputed carpet manufacturers (namely Shaw/ Interface and Mohawk brand of carpets only) having their own offices in India or selling tile/plank carpets through their registered, authorized dealer in India. Unit nos. 202 and 302 are having raised flooring with the carpets installed over them. Bidder needs to ensure that the new carpets installed shall allow maintenance work that may need to be carried out below the false flooring from time to time. Unit no 301 has carpets installed over PCC/ IPS. The bidder needs to ensure that the carpets are uninstalled in a way to avoid least amount of damage to the PCC/IPS.
- B) Successful bidder shall ensure safe disposal of existing carpets in accordance to local municipal and international norms.

### 2.3 Scope of Work:

**2.3.1** The work includes uninstallation, carting away and safe disposal of existing carpets and supply, delivery, installation with new tile or plank or combination of both as per recommended by NPCI for their office units location at 202, 301 and 302, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai 400 063.

Uninstallation of old carpets and reinstallation needs to be planned in advance in coordination with NPCI teams. This is a fully functional office and any work needs to be carried out after office hours (from 1930 hrs. onwards) or during weekends (Friday evening from 1930 hrs to Monday morning till 0800 hrs.). Part delivery and installation may be informed to the bidder in due course of time.

- 2.3.2** Uninstallation of existing carpets and safe disposal of the same as per local municipal norms and international norms. Preference is given to Bidder for disposal of existing carpets.
- 2.3.3** Supply, delivery and installation of new tile/ plank carpets for its existing office at 202, 301 and 302, Raheja Titanium, Western Express Highway, Goregaon East, Mumbai 400 063. Packaging and installation shall be in accordance to the manufacturer's recommendation.
- 2.3.4** The cost of supply, delivery and installation, removal of existing carpets and carting away except repairing of existing flooring is in the scope of the bidder. No separate payment shall be made in this regard. All cost pertaining to delivery (door-to-door) at the above mentioned address shall be borne by the Bidder including mathadi charges, transportation, handling charges etc. Also in case of any breakage during delivery or after delivery at site, before installation, then the bidder shall ensure that the carpet is replaced at the bidder's cost. Payment for uninstallation and installation shall be paid on actual measurement on site, however the payment for supply/ delivery shall be on the actual supplied on site.
- 2.3.5** Specifications of the carpets are mentioned in the document. Approximately 90% shall be two shades of greys (45% + 45%) and 10% shall be inlays of solid colors (three colors). Area of carpet is approximately 2757 sq.mt. (Includes 3% wastage and 2% attic stock – minimum 1 box of each for three solid colors). Bidders are requested to use these measurements as a guide only and are encouraged to visit the site for site survey/actual measurements etc. before submission of bid offer document. Bidders are required to provide two to three rendered design options with NPCI for finalization.

## **2.4 Due Diligence**

- 2.4.1** The Bidders are expected to examine all instructions, terms and specifications stated in this RFQ.
- 2.4.2** The Bid shall be deemed to have been submitted after careful study and examination of this RFQ document. Failure to furnish all information or submission of a bid not responsive to this RFQ will be at the Bidders' risk and may result in rejection of the bid. NPCI is not bound to disclose the grounds for rejection of Bid. The decision of the NPCI regarding the final declaration of the successful Bidder shall be final.
- 2.4.3** The Bidder is requested to carefully examine the RFQ documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFQ document, Bidder should seek necessary clarifications through email as mentioned in section 1.

## Section 3 – Eligibility Criteria

### 3.1 Pre-requisite:

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

### 3.2 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 for the next round.

**3.2.1** The Bidder should be a Company in existence for the past three years under The Companies Act, 1956 or 2013/LLP/Partnership firm or can be operating through a dealer/subsidiary having their office in India which needs to be a Company either under The Companies Act, 1953 or 2013/ LLP/Partnership firm having a valid GST number and office in India. (Incorporation/ certificate of registration/ commencement /MOA & AOA/S&E needs to be submitted; for Proprietary firms additionally, certificate from registered Chartered Accountant needs to be enclosed mentioning a) the firm is in existence for the past three years b) is in the business of selling carpets and c) confirming compliance to statutory & taxation laws in India for the last three years.)

**3.2.2** The Bidder should have successfully completed supply, delivery installation of new tile or plank/hexagonal type carpets having an average density of over 6,000 onc per cu.yard and tufted weight between 18 to 22 onc per sq.yd either in commercial/ ITES offices (not residential) of new or existing offices as follows:

- One jobs of supply, delivery, installation of carpet for an order value over Rs 75 Lac and above in the last three financial years or calendar years.

Or

- Two jobs of supply, delivery, installation of carpet for an order value over Rs 40 Lac and above in the last three financial years or calendar years.

Or

- Three to Four jobs of supply, delivery and installation of carpet of a combined value of over Rs 50 Lacs and above in the last three financial years or calendar years in India.

Invoice details/ Purchase Order and Project Completion report specifying the specification of carpet delivered/ installed issued by the client should be enclosed.

Reference names and contact details of customer substantiating the above claim needs to be submitted. NPCI may call them for reference check



**3.2.3** The Bidder should either be manufacturer of carpet (Original Equipment Manufacturer “OEM”) having a registered office in India or should be an authorized dealer/ subsidiary/ operating on behalf of the parent company / manufacturer and having a registered office in India.

(Authorized dealer to submit Manufacturers Authorization Form issued in favour of NPCI from the OEM mentioning the following

- (i) Authorizing the Bidder to bid for the tender on behalf of the manufacturer.
- (ii) Model of carpet tile/ plank offered is not end of life or end of shelf life with a warranty of minimum 10 years on complete product supplied.

NPCI prefers to place orders directly with the OEM. OEM is welcomed to participate in the bid directly in which case the letter of authorization can be submitted on the OEM letterhead with the name of the personnel who is authorized to take decisions on its behalf along with the model of carpet tile/ plank proposed by the bidders.

**3.2.4** The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad. The bidder should provide declaration to this effect on their company’s letterhead

## Section 4 – Instruction to Bidders

### A. The Bidding Document

#### 4.1 Definition:

1. RFQ shall mean Request for Quotation
2. Bid, Tender and RFQ are used to mean the same.
3. Goods, equipment, carpets, tile/plank carpets, are used to mean the same.

#### 4.2 Content of Bidding Document:

The Bid shall be in 2 separate envelopes, Envelope A, and B. Eligibility bid are to be enclosed in Envelope A and commercial bid only to be enclosed in Envelope B. The contents of the Envelopes are mentioned in clause 4.14.

#### 4.3 Clarifications of Bidding Documents

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

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

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

#### 4.4 Amendment of Bidding Documents

**4.4.1** 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.

**4.4.2** Amendments will be provided in the form of Corrigendum to the Bidding Documents, which will be posted in NPCI's website. Corrigendum will be binding on Bidders. It will be assumed that the amendments contained in such Corrigendum has been taken into account by the Bidder in its bid.

**4.4.3** In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.

**4.4.4** From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFQ.

## **B. Preparation of Bid**

### **4.5 Bid Price:**

Prices should include all cost including all taxes, delivery (part or full delivery), manpower cost, uninstallation of existing carpets, installation of new carpets as per the timing defined in the RFQ document, duties levies, mathadi/ head load laborers cost for loading/ unloading etc. whatsoever except GST. GST must be separately mentioned as provided in the format of the commercial bid only.

### **4.6 Earnest Money Deposit (EMD)**

**4.6.1** The Bidder shall submit **Earnest Money Deposit of Rs. 75,000/- (Rupees Seventy Five Thousand only)** in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 180 days to be enclosed in the Eligibility Criteria.

**4.6.2** No interest shall be payable on the EMD.

### **4.7 Return of EMD**

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

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

### **4.8 Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

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

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

**4.8.3** If bidder fails to provide presentation of carpets/ technical details as per NPCI requirement as mentioned in the bid document.

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

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

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

For greater clarity, where a Bank Guarantee is furnished by the Bidder as EMD, the Bank Guarantee shall be invoked and the EMD amount forfeited forthwith upon happening of any of the events listed out from 4.8.1 to 4.8.6 in clause 4.8 above.

## 4.9 Period of Validity of Bids:

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

## 4.10 Extension of Period of Validity

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

## 4.11 Format of Bid:

The Bidders shall prepare one hard copy (marked as 'ORIGINAL') of the Bid. The Bidder needs to submit soft copy of the Technical Bid. In case of any discrepancy between them, the original shall govern.

## 4.12 Signing of Bid:

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

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

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

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

## C Submission of Bid

## 4.13 2-Envelope Bidding process:

**4.13.1** The Bid shall be prepared in 2 different envelopes, Envelope A and Envelope B.

**4.13.2** Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as **'REQUEST FOR QUOTATION FOR UNINSTALLATION OF EXISTING CARPETS & SUPPLY, DELIVERY, INSTALLATION OF NEW CARPETS AT FULLY FUNCTIONAL OFFICE IN GOREGAON EAST, MUMBAI.'**

**4.13.3** 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.

#### 4.14 Contents of the 2 Envelopes:

**4.14.1 Envelope 'A' Eligibility Bid.** The following documents shall be inserted inside Envelope A:

Document name	Annexure nos.
1. Bid Offer Form (without Price)	Annexure A
2. Bidder's Information	Annexure B
3. Eligibility Criteria Matrix	Annexure C
4. Declaration Clean Track Record	Annexure D
5. RFQ document duly signed by the authorized signatory	NA
6. Manufacturer's Authorization letter	NA
7. Letter of Authorization in favor of authorized signatory	NA
8. Customer References	Complete name and address of the organisation and contact personnel name/ contact no and email address where the carpet has been supplied. Copy of Purchase Order, delivery receipt and completion report duly signed by client to be provided.

**4.14.2 Envelope 'B' Commercial Bid:** The following documents shall be inserted inside Envelope B:

Document name	Annexure nos.
1. Price Format	Annexure E
2. Commercial Bid Form	Annexure F
3. Performance Bank Guarantee (For Successful Bidders only)	Annexure G
4. Advance Payment Bank Guarantee Format (For Successful Bidders only)	Annexure H
5. Non-Disclosure Agreement Format (For Successful Bidders only)	Annexure I

#### **4.15 Bid Submission:**

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

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

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

#### **4.16 Bid Currency:**

All prices shall be expressed in Indian Rupees only.

#### **4.17 Bid Language:**

The bid shall be in English Language.

#### **4.18 Deadline for Submission:**

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

#### **4.19 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.

#### **4.20 Late Bid:**

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

#### **4.21 Modifications and Withdrawal of Bids:**

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

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

#### **4.22 Right to Reject, Accept/Cancel the bid:**

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

**4.22.2** 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

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

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

#### **4.23 RFQ Abandonment:**

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

#### **4.24 Bid Evaluation Process:**

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

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

Stage 2 - Envelope ‘B’ i.e. Commercial bid of those Bidders who qualify the Eligibility Bid will be evaluated further for Commercial evaluation.

#### **4.25 Contacting NPCI:**

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

## **Section 5 – Bid Opening**

### **5.1 Opening of Bids:**

**5.1.1** Bids will be opened in 2 stages:

Stage 1 – In the first stage only the Eligibility Bids i.e. Envelope A, will be opened as per the date/time mentioned in Section 1/ or Corrigendum released thereafter.

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

### **5.2 Opening of Eligibility Bids:**

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

**5.2.2** Only one representative will be allowed to represent each Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

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

### **5.3 Opening of Commercial Bids:**

**5.3.1** Bidders are requested to submit their lowest possible quote in the indicative commercial bid (Envelope B).

**5.3.2** The indicative Commercial bids of Bidders qualified in Eligibility Bid will be opened and further evaluated.

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

**5.3.4** Commercial bids (Indicative) of qualified bidders will be opened as part of the process for arriving at the start price for Reverse Auction. NPCI shall communicate to the shortlisted bidders accordingly.



## Section 6 – Bid Evaluation

### 6.1 Preliminary Examination of Eligibility Bids:

- 6.1.1** NPCI will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.
- 6.1.2** Eligibility and compliance to all the forms and Annexures would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further commercial evaluation.
- 6.1.3** NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 6.1.4** If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NPCI's determination of bid responsiveness will be based on the content of the bid itself.
- 6.1.5** Envelope A will be evaluated first and those who fulfill the eligibility criteria will be eligible for Commercial evaluation.
- 6.1.6** NPCI may interact with the Customer references submitted by Bidder, if required.
- 6.1.7** NPCI may contact the bidder for providing additional information as deemed fit during the evaluation of eligibility criteria.

### 6.2 Evaluation of Commercial Bids:

- 6.2.1** Evaluation of commercial bids (indicative) will be carried out through Reverse Auction Process method of selection for those bidders who have qualified in the eligibility criteria. Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website or shall be provided on request through email.  
  
If the first Reverse Auction is not successful, NPCI reserves the right to seek sealed commercial bids from successful bidders and declare the successful bidder through conventional L1 method instead of conducting the second Reverse Auction.
- 6.2.2** The decision with respect to conduct of second reverse auction or otherwise shall be communicated to the bidders who have qualified in the eligibility criteria.
- 6.2.3** Arithmetic errors in the Bids submitted shall be treated as follows:
  - 1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - 2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
  - 3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

### **6.3 Successful Evaluated Bidder:**

- 6.3.1** The bidder with lowest commercial bid identified through reverse auction process or conventional L1 method as the case may be will be declared as the successful bidder and will be called L1 bidder for the required quantity.
- 6.3.2** If first Reverse Auction does not result in successful selection of L1 Bidder, NPCI reserves the right to seek sealed commercial bids from qualified bidders and declare the successful bidder through conventional L1 method instead of conducting 2nd Reverse Auction. The decision with respect to conducting of second Reverse Auction or otherwise shall be communicated to the qualified bidders.
- 6.3.3** The successful bidder shall furnish an undertaking stating that the commercials will be valid for a period of 180 days.
- 6.3.4** NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder. In case the 2nd lowest bidder is unable to match the L1 price, NPCI reserves the right to place order with the shortlisted L3 bidder and so on.

## **Section 7 – Terms and Conditions**

### **7.1 Notification of Award:**

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

### **7.2 Purchase Order:**

- 7.2.1** After receipt of acceptance of Award by the successful bidder, NPCI shall issue the Purchase Order. (Hereinafter referred to as PO).
- 7.2.2** Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

### **7.3 Taxes and Duties:**

- 7.3.1** All deductible taxes at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.
- 7.3.2** Commercial Bid should be inclusive of all taxes, duties, levies, manpower cost, uninstalation, installation cost, loading/ unloading/ mathadi/ head load workers cost etc. except GST. GST must be separately mentioned on the commercial Bid as provided.
- 7.3.3** The benefits realized by the successful bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the supplier to NPCI.

### **7.4 Terms of Delivery:**

- 7.4.1** The successful bidder shall complete the delivery within 6 (six) to 7 (seven) weeks of receipt of Purchase order. Part delivery is acceptable.

### **7.5 Penalty for default in delivery:**

- 7.5.1** If the Bidder does not deliver the goods as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty @ the rate of 0.5% of the total value of the Purchase Order for each week's delay, subject to a maximum of 5% of the total value of the Purchase Order shall be recovered for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.
- 7.5.2** In the case of delay in compliance with the Purchase Order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order.

### **7.6 Warranties:**

- 7.6.1** The complete carpets (tile/ planks) shall have on-site unconditional warranty of over 10 years from the date of delivery at site for colorfastness, bending at the corners etc. For further details refer to Annexure 9.1.
- 7.6.2** Bidder guarantees the whole of the equipment against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by NPCI).
- 7.6.3** 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. Goods which are so replaced or rectified are guaranteed by Bidder in accordance with the provisions of this Clause for a period as mentioned in 7.6.1 from the date of replacement or rectification.

## **7.7 Payment Terms:**

The following is the payment terms:

Upto maximum of 50% of the payment can be released on the submission of Advance Payment Bank Guarantee (ABG) as per format enclosed in 9.4 herewith enclosed.

40% on complete delivery of carpet at site as mentioned under Section 2.3 (under Scope of Work) within 15 working days from the date of receipt of tax invoice, delivery challan, warranty certificate and completion certification from successful bidder. The invoice shall be in the name of National Payments Corporation of India and can be sent to the address as specified under Section 1.

Balance 10% shall be retained by NPCI for a period of one year or can be released on submission of Performance Bank Guarantee (vide 9.3/Annexure G) of equivalent amount. There shall be no increase in price for any reason whatsoever.

## **7.8 Repeat Order:**

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

## 7.9 Bidder's Liability

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

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

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

## 7.10 Order Cancellation

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

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

In case of order cancellation, any payments made by NPCI to the Bidder for the particular service would necessarily have to be returned to NPCI with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate NPCI for any direct loss incurred by NPCI due to the cancellation of the Purchase Order and any additional expenditure to be incurred by NPCI to appoint any other Bidder. This is after repaying the original amount paid.

## 7.11 LIQUIDATED DAMAGES

**7.11.1** In the event of a delay to the Delivery Completion Date as per the Contract Schedule for which Supplier is solely responsible, Supplier shall pay Liquidated Damages to NPCI at a rate of a quarter of a percent (0.25%) per day of delay, subject to a maximum of ten percent (10%) of the Purchase Order.

**7.11.2** Such Liquidated Damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by NPCI due to delay and shall be NPCI's sole recourse for late performance by Supplier under the contract/ Purchase Order.

**7.11.3** For the purpose of calculating such Liquidated Damages, a grace period of ten (10) days shall be observed, and the contract schedule shall be extended by any additional time or delays outside the sole control of Supplier or delay not caused by Supplier, including but not limited to suspension by NPCI or Supplier in accordance with the contract, weather downtime, delay due to Force Majeure, and any time spent or lost on additional work or standby.

## **7.12 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.

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

## **7.13 Indemnity**

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

including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

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

#### **7.14 Force Majeure:**

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

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

#### **7.15 Termination of Contract**

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

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

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

#### **7.16 Confidentiality**

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

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

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



selling or otherwise disseminating of such information.

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

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

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

### **7.17 Compliance with Applicable Laws of India**

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

### **7.18 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.

### **7.19 Intellectual Property Rights:**

All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI.

Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

### **7.20 Applicable Law and Jurisdiction Applicable Law:**

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

### **7.21 Solicitation of Employees**

Both the Parties should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.

The parties should agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly solicit of this contract for employing the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who

- (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

## **7.22 No Damage of NPCI Property**

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

## **7.23 Fraudulent and Corrupt Practice**

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or a NPCI official in the process of project execution. NPCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

## **7.24 Governing Language**

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

## **7.25 Addresses for Notices**

Following shall be address of NPCI and Bidder NPCI address for notice purpose:

Chief Executive Officer - National Payments Corporation of India 1001A, B wing 10th Floor, ‘The Capital’, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 Supplier’s address for notice purpose: (To be filled by supplier)

## Section 8 Documents/ forms to be put in Envelope 'A'

### 8.1 Annexure A - Bid Offer Form (without Price)

(Bidder's Letter Head)  
OFFER LETTER

Date:

Place:

To  
The Chief Executive Officer  
National Payments Corporation of India,  
1001A, B Wing, The Capital  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

Dear Sir,

**Subject: Regarding NPCI:RFQ:2018-19/03 Dated: 4<sup>th</sup> February 2019 for "REQUEST FOR QUOTATION FOR UNINSTALLATION OF EXISTING CARPETS & SUPPLY, DELIVERY, INSTALLATION OF NEW CARPETS AT FULLY FUNCTIONAL OFFICE IN GOREGAON EAST, MUMBAI"**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

the expiry of that period.

Until receipt of Purchase Order, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.

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

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 Rs. 75,000/- (INR Seventy Five thousand only) payable at Mumbai

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:

## 8.2 Annexure B – Bidder's information

**To be enclosed in Envelope 'A'**

### **Bidder's Information**

<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., Partnership/LLP firm)</b>	
4	<b>Details of Incorporation of the Company. (Certificate to be submitted in Eligibility bid)</b>	Date:
		Ref#
5	<b>Details of Commencement of Business</b>	Date:
		Ref#
6	<b>Valid GST registration no.</b>	
7	<b>Validity in state of</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>	
14	<b>Cancelled Cheque</b>	

### 8.3 Annexure C – Eligibility Criteria Matrix

#### To be enclosed in Envelope 'A'

#### Eligibility Criteria Matrix

Sr. No.	Description	Complied with statements	Proof to be attached
1	Registered company under the Companies Act, 1956/2013 or Partnership firm/ LLP or Proprietary in existence for a minimum of three years		<p>Proof should be submitted in terms of valid certificate of registration / commencement/ MOA&amp; AOA/ S&amp;E/ etc.</p> <p>Additionally for Proprietary firms, certificate from registered Chartered Accountant needs to be enclosed mentioning a) the firm is in existence for the past three years b) is in the business of dealing with carpets/LVT etc. and c) confirming compliance to statutory &amp; taxation laws in India for the last three years.)</p>
2	<p>Successful completion/ongoing orders of supply, delivery installation of new tile or plank/hexagonal type carpets having an average density of over 6,000 onc per cu.yard and between tufted weight 18 to 22 onc per sq.yd either in commercial/ ITES offices (not residential) of new or existing offices as follows:</p> <ul style="list-style-type: none"> <li>One jobs of supply, delivery, installation of carpet for an order value over Rs 75 Lac and above in the last three financial years or calendar years.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Two jobs of supply, delivery, installation of carpet for an order value over Rs 40 Lac and above in the last three financial years or calendar years.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Three to Four jobs of supply, delivery and installation of</li> </ul>		<p>Invoice details/ Purchase Order and Project Completion report specifying the value and PO number issued by the client should be enclosed.</p> <p>Reference names and contact details of customer substantiating the above claim needs to be submitted. NPCI may call them for reference check</p>

	carpet of a combined value of over Rs 50 Lacs and above in the last three financial years or calendar years in India.		
3	Bidder should either be manufacturer of proposed carpet or should be an authorized subsidiary/ dealer and having an office in India		<p>Technical Specifications/ product brochure of the carpet needs to be enclosed.</p> <p>Authorized dealer to submit Manufacturers Authorization Form issued in favour of NPCI from the OEM mentioning the following</p> <p>a)Authorizing the Bidder to bid for the tender</p> <p>b)Model of carpets offered is not end of life or end of shelf for the next 5 years.</p> <p>NPCI prefers to place orders directly with the OEM. OEM is welcomed to participate in the bid directly in which case the letter of authorization can be submitted on the OEM letterhead with the name of the personnel who is authorized to take decisions on its behalf along with the model of carpet tile/ plank proposed by the bidders.</p>
4	The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad		Declaration as per Annexure - D

Note: Apart from the above supporting documents, kindly provide Letter of Authorization in favor of authorized signatory and RFQ document duly signed by authorized signatory under Envelope A.

## 8.4 Annexure D– Declaration regarding Clean Track by Bidder

### **To be enclosed in Envelope 'A'**

*(On Company/firm's Letterhead)*

To,

The Chief Executive Officer  
National Payments Corporation of India,  
1001A, B Wing, The Capital,  
Bandra Kurla Complex,  
Bandra (E), Mumbai – 400 051.

Sir,

**Re: Regarding NPCI:RFQ:2018-19/03 Dated: 4<sup>th</sup> February 2019 for "REQUEST FOR QUOTATION FOR UNINSTALLATION OF EXISTING CARPETS & SUPPLY, DELIVERY, INSTALLATION OF NEW CARPETS AT FULLY FUNCTIONAL OFFICE IN GOREGAON EAST, MUMBAI"**

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

Or

I declare the following

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

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

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



## Section 9 Documents/ forms to be put in Envelope 'B'

(To be included in Commercial Bid Envelope)

### 9.1 Annexure E – Price Format “To be put in Envelope ‘B’”

	S r. N o	Description of carpet	Quantity (A)# Sq.mts	Rate (B)	Base Cost (C=A*B)
DISMANTLING & CARTING AWAY OF EXISTING CARPETS	1	Dismantling/ uninstallation and carting away of existing carpets from Unit nos. 202, 301 and 302. (the bidder must ensure safe disposal of existing carpets after uninstallation. The cost of transportation/ mathadi/ loading/ unloading etc. is in the scope of the Bidder.)	2,575		
SUPPLY DELIVERY OF NEW CARPETS	2	Providing and fixing in position imported carpet of approved shade and brand, Textured Patterned multi coloured loop pile having thickness 7mm-9mm with primary backing of Nylon woven sect and secondary action back, complete as per drawings, specifications and as per the direction of NPCI personnel. Carpet and underlay to be installed with standard as per manufactures advise on adhesives. The carpet to be installed as per manufacturer's specifications and to be installed by its authorized agency or as approved, Minimum 10 year and above warranty from principals from any manufacturing defects. The installation to be in line and level including the cost of all materials, disposal of debris etc., complete to the satisfaction of architect.(Inclusive of SS Profile wherever required)	90% tones of grey shade (2 shades)  10% shall be inlay of solid colours (approx. 3 solid colours) Rate per sq.mt to be quoted accordingly		

		<p>A) PRODUCT SPECIFICATIONS (Carpet Planks) Make: Shaw/ Interface/ Mohawk</p> <p>Construction: Tufted, multi-level/textured patterned multi coloured loop pile (not printed)</p> <p>Fiber Content: 100% Premium Solution Dyed Nylon, Warranty for Colorfastness, Stain, Abrasive Wear, &amp; Static, Type 6 or Type 6.6</p> <p>Sustainability/Recycling Process: 100% Sustainable Program with Manufacturer's Commitment to recycle goods after use (No Waste to Landfill) i.e. Take back Program with no additional cost to customers</p> <p>Tufted Weight: 18 to 22Oz per sq. yard (unit of measurement cannot deviate, i.e. Oz/ sq.yard ( sq.m. is not acceptable) Density Factor: Minimum 6,000 oz per cubic yard</p> <p>Tufted Pile Height:Min. 0.110"</p> <p>Gauge: Minimum 1/12"</p> <p>Stitches per Inch: Min 9.5</p> <p>Primary Backing: Non Woven Synthetic Polypropylene</p> <p>Primary Backing Pre-Coat:High Performance Pre-coat for Maximum Tuft -Bind and Moisture Resistance</p> <p>Secondary Backing: 100% Fiber Glass Reinforced Thermoplastic Polyolefin Compound Made to be PVC-free Recyclable Backing.</p> <p>Protective Treatment: Permanent Fluorocarbon Treatment</p> <p>Anti-Microbial Treatment: Permanent Anti-Microbial (Non-Tropically Applied)</p> <p>Recycled Content: Minimum 30%</p> <p>Warranty: Lifetime Commercial</p> <p>Tile Size: preferable 12" x 36" or equivalent</p> <p>Third party: Certified to NSF 140, 2007 – Platinum/ Gold standard Green Label Plus</p> <p>Take Back Commitment: Carpet manufacturer need to provide the detail of the Take back program at no extra cost. Quantity considered for payment for supply of new carpets shall be on supplied quantity only.</p>		
--	--	--	--	--

		<p><b>B) PRODUCT TESTING INFORMATION PERFORMANCE REQUIREMENTS</b>  All submissions must comply with the following performance testing requirements with support certification documents. ASTM &amp; AATCC are the universally recognized test standards - alternative test standards will not be accepted.</p> <p>Carpet Flammability:  a. Radiant Panel Test: (ASTM E648): &gt; .45 watts/sq cm; Class 1  b. Smoke Density: (ASTM E662): &lt; 450 Flaming Mode  Appearance Retention (ASTM D5252): 4.0 or better  Dimensional Stability: (Aachen Method DIN 54318) &lt; 0.1% change  Static Generation at 70 degrees F: (AATCC 134 w/ neolite): &lt;3.5 kV at 20% R.H.  Lightfastness: (AATCC 16E): 4.0 after 60 hours or better  Crocking: (AATCC 165): 4.0 wet, dry or better  Ozone Fade: (AATCC 109): 4.0 or better  Soil/Stain Protection: (AATCC 175-1991): &gt; 8.0 on the Red 40 Stain Scale  CRI Green Label Air Quality Certification: Passes / CRI Certification with Registration #  TVOC Testing Protocol: Emission rate of &lt; 500 micrograms / sqm / hour (CRI Green Label)</p>			
<b>INSTALLATION</b>	<b>3</b>	<p><b>INSTALLATION AND ADHESIVE INFORMATION :</b> Full Spread Application with approved Pressure Sensitive Adhesive / Water Based / Solvent-Free / Low Odor / CRI Green Label Certified (0 Grams VOC).</p>			
		BASE TOTAL			
		GST% ...			
		GRAND TOTAL			

Note: Payment for uninstallation/dismantling of existing carpets and installation of new carpets shall be made on actual measurement on site. Bidders are requested to use these measurements as a guide only and are encouraged to visit the site for site survey/actual measurements etc. before submission of bid offer document.

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

*(On the letterhead of the bidder)*

### **Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To:

Date:

NPCI

Dear Sir,

**Re: Regarding NPCI:RFQ:2018-19/03 Dated: 4<sup>th</sup> February 2019 for "REQUEST FOR QUOTATION FOR UNINSTALLATION OF EXISTING CARPETS & SUPPLY, DELIVERY, INSTALLATION OF NEW CARPETS AT FULLY FUNCTIONAL OFFICE IN GOREGAON EAST, MUMBAI"**

Having examined the Bidding Documents placed along with RFQ, we, the undersigned, offer to provide the required equipment 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 the equipment for the above purpose within the stipulated time schedule.

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

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

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

Dated this..... Day of.....2019.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

### 9.3 Annexure G - Bid Security (Performance Bank Guarantee)

#### **FOR SUCCESSFUL BIDDER ONLY**

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, 10<sup>th</sup> floor, B Wing,

The Capital

Bandra Kurla Complex, Bandra (E)

Mumbai- 400 051.

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 to be submitted by the Supplier to NPCI.

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

Kindly return the original of this Bank Guarantee to ----- (Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. -----

- (Amount in figures & words); (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) Claim Expiry Date (date should be one year from the date of expiry of this Bank Guarantee).

All claims under this Bank Guarantee will be payable at -----

-----

----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

## 9.4 Annexure H: ADVANCE PAYMENT BANK GUARANTEE

(To be provided by Successful bidder)

### **FOR SUCCESSFUL BIDDER ONLY**

Advance Payment Bank Guarantee

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, 10<sup>th</sup> floor, B Wing, The Capital,

Bandra Kurla Complex, Bandra (E) Mumbai- 400 051.

Advance Payment 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, an Advance Payment Bank Guarantee is required to be submitted by the Supplier to NPCI.

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

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

All claims under this Bank Guarantee will be payable at -----  
-----

----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}



## 9.5 Annexure I: NON-DISCLOSURE AGREEMENT

### FOR SUCCESSFUL BIDDER ONLY

#### NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this ----- day of -----, 2019 (“**Effective Date**”) between

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at **1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra**, CIN: U74990MH2008NPL189067 (Hereinafter referred to as “**Disclosing Party**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

#### AND

\_\_\_\_\_, a company/Partnership/Sole Proprietor/Association of People/ and having its registered office at \_\_\_\_\_ (Hereinafter referred to as “**Receiving Party**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

Disclosing Party and Receiving Party shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

#### NOW THEREFORE

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

#### Article 1: PURPOSE

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between Disclosing Party and Receiving Party to perform the considerations (hereinafter called “Purpose”) set forth in below:

#### Purposes:

- 1.
- 2.

#### Article 2: DEFINITION

For purposes of this Agreement, “**Confidential Information**” means the terms and conditions, and with respect to Disclosing Party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists,

financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving 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.

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

This Agreement does not obligate the Disclosing Party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, 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 to the Receiving Party any rights, license or authority in or to the Confidential Information disclosed to the Receiving Party under this Agreement or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by the Receiving Party for any purpose whatsoever. This Agreement does not create a joint venture or partnership between the parties.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees not to use the Disclosing Party's Confidential Information for any purpose other than for the specific purpose as mentioned in the recital clause. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, **representatives, agents**, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its

own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party does not make any representation or warranty as to the accuracy or completeness of Confidential Information. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

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

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

#### **Article 7: INJUNCTIVE RELIEF**

The Receiving Party hereto acknowledge and agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Receiving Party agrees that in the event of a breach or threatened breach by the Receiving Party of the provisions of this Agreement, the Disclosing Party will have no adequate remedy in money or damages and accordingly the Disclosing Party, in addition to any other right or remedy available, shall be entitled to injunctive relief against such breach or threatened breach by the Receiving Party and to specific performance of any such provisions of this Agreement. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. If the Receiving Party is aware of a suspected or actual breach of this Agreement from Receiving Party's side, it shall (i) promptly notify the Disclosing Party in writing immediately; and (ii) take all reasonable and essential steps to prevent or stop any suspect or actual breach of this Agreement; (iii) Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

#### **Article 8: NON-WAIVER**

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

#### **Article 9: DISPUTE RESOLUTION**

Notwithstanding anything contained in Article 7 and the express rights of the Disclosing party contained and provided thereto, If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed by Disclosing Party Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

## **Article 10: GOVERNING LAW AND JURISDICTION**

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

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

This Agreement shall not be amended, modified, assigned or transferred by Receiving Party without the prior written consent of Disclosing Party.

## **Article 12: TERM**

This Agreement shall remain valid from the effective date till the time the Receiving Party is receiving Confidential Information or until the termination of this Agreement, whichever is later. This Agreement may be terminated by either Party by giving prior written notice of sixty (60) days to the other Party. However, the Receiving Party shall not be entitled to terminate this Agreement if there is subsisting business engagement between the Parties. Irrespective of the termination, the obligation of the Receiving Party to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement and shall remain in effect indefinitely.

## **Article 13: INTELLECTUAL PROPERTY RIGHTS, Media Disclosure, Publicity and Public Interaction**

- 13.1 Receiving Party shall not use or permit the use of Disclosing Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or interact with media for any disclosure of findings or otherwise discuss or make reference to Disclosing Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without Disclosing Party's prior written consent.
- 13.2 Any interaction by the Receiving Party with media for any disclosure of findings, publicity, public interactions for undue advantage and/or any association whatsoever of Disclosing Party, without express consent/approval from Disclosing Party, shall result in breach, and for every incident of breach the Receiving Party shall be liable to pay the Disclosing Party, an amount which Disclosing Party, in its sole and absolute discretion, deems fit. This shall be without prejudice to the right of Disclosing Party to peruse any other right or remedy available to it under law.

## **Article 14: INDEMNITY**

In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided in this agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Receiving Party shall stop its breach of this agreement immediately and indemnify Disclosing party against losses resulting from its default, including the reasonable legal costs, which have been incurred by Disclosing party to investigate the default.

## **Article 15: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

2. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) In the case of personal delivery or electronic-mail, on the date of such delivery, (b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) In the case of mailing, on the seventh working business day following such mailing.
3. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and any additional agreement, if any, shall be binding along with that relevant Agreement in addition to this Non Disclosure Agreement without affecting the provisions of this agreement. In the event where only this agreement is existing than the provisions of this Agreement shall prevail. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement or modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. The remaining provisions will continue in full force and effect.
4. Any breach of any provision of this Agreement by Receiving Party hereto shall not affect the Disclosing party's non-disclosure and non-use obligations under this Agreement.
5. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

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

**NATIONAL  
CORPORATION OF INDIA**

**PAYMENTS**

**TYPE COMPANY NAME**

By:

By:

Name:

Name:

Designation:

Designation: