



## REQUEST FOR QUOTATION FOR SUPPLY OF LTO- 4 & LTO- 5 TAPES

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**RFQ Reference Number: NPCI:RFQ:2012-13/0022 Dated 07.12.2012**

**National Payments Corporation of India**

C-9 8<sup>th</sup> Floor RBI Premises,

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### Disclaimer

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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 ("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 RFP

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 technical and commercial Bids prepared in accordance of RFQ document.
2. Envelope 'A' Eligibility Criteria Response.
3. Envelop 'B' Commercial bid.
5. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the signatory.
6. All relevant certifications, audit 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).

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**Section 1 – BID Schedule and Address**

<b>S.No.</b>	<b>Description</b>	
1	Name of Project	RFQ for Supply of LTO Tapes
2	Tender Reference Number	NPCI:RFQ:2012-13/0022 dated 07.12.2012
3	Date of Commencement of sale of Bidding Document	07.12.2012
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	19.12.2012
5	Last date and time for Submission Bids	27.12.2012
6	a) Date and Time of Technical Bid Opening b) Date and Time of Commercial Bid Opening	27.12.2012
7	Place of Bid Submission and opening of Bids	National Payments Corporation of India, 13th Floor, R Tech Park, off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai – 400063
8	Name and Address for communication	<b>Head - IT Procurement</b> <b>National Payments Corporation of India</b> 13th Floor, R Tech Park, off western express highway, Nirlon Complex, Near HUB mall , Goregaon-East, Mumbai – 400063 E-mail: <a href="mailto:itprocurement@npci.org.in">itprocurement@npci.org.in</a>
9	Bid Related Queries	Mr.Prashant Awale Email id: <a href="mailto:prashant.awale@npci.org.in">prashant.awale@npci.org.in</a> Contact No:+91 8108108650 Mr.Rajesh Joshi Email id: <a href="mailto:rajesh.joshi@npci.org.in">rajesh.joshi@npci.org.in</a> Contact No:+91 8108122819 Ms.Sheetal Dhale Email:sheetal.dhale@npci.org.in Contact No: +91 810810631
10	Bid Cost	Nil
11	EMD	Nil

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

## **Section 2 – Introduction**

### **2.1 About NPCI:**

National Payments Corporation of India (NPCI) is a registered company under Section 25 of the Companies Act, 1956 with its Registered Office in Mumbai, India. NPCI is promoted by 10 banks in India under the aegis of the Indian Banks Association with majority shareholding by Public Sector Banks.

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

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

National Payments Corporation of India proposes to procure LTO Tapes.

### **2.3 Scope of Work:**

- 1) The Scope of the work is Delivery of LTO 4 Tapes (Qty-165) & LTO 5 Tapes (Qty-70) for Mumbai & Chennai locations.

## **Section 3 – Eligibility Criteria**

### **3.1 Pre-requisite:**

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the 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.

- 3.2.1** The Bidder should be a Company registered under the Companies Act, 1956 since the last three years.
- 3.2.2** The Bidder should be an authorized dealer to quote for their products. (Proof should be provided for the same)
- 3.2.3** The Bidder should have minimum annual turnover of Rs.50 lakhs during the last three financial years. (2009-10, 2010-11, and 2011-12). (If financial accounts for the year 2011-12 are not audited then the bidder should provide balance sheet for the years 2008-09 also, along with unaudited statements for 2011-12. The figures of audited balance sheets only will be reckoned for the purpose of eligibility.)
- 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 (Annexure- 4) on their company's letterhead
- 3.2.5** The Bidder should provide reference of 2 clients who have procured LTO Tapes from them

## ***Section 4 – Instruction to Bidders***

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

#### **4.1 RFQ:**

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

#### **4.2 Content of Bidding Document:**

- 4.2.1** The Bid shall be in 3 separate envelopes, Envelope A, B and C. The contents of the Envelopes are mentioned in clause 5.9

### **B Preparation of Bid**

#### **4.3 Bid Price:**

- 4.3.1** Prices should include all cost including all taxes, duties levies, VAT/Sales Tax and fees whatsoever, except Octroi. Octroi will be paid additionally, at actual on production of receipt.

#### **4.4 Period of Validity of Bids:**

Bids shall remain valid for a period of 30 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 30 days as non-responsive, without any correspondence.

#### **4.5 Format of Bid:**

- 4.5.1** The Bidders shall prepare one hard copies (marked as 'ORIGINAL') of the Bid.
- 4.5.2** In case of any discrepancy between them, the original shall govern.

#### **4.6 Signing of Bid:**

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

### **C Submission of Bid**

#### **4.7 3-Envelope Bidding process:**

- 4.7.1** The Bid shall be prepared in 2 different envelopes, Envelope A and Envelope B.
- 4.7.2** Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as ***'Request for Quotation (RFQ) for Supply of LTO Tapes.'***
- 4.7.3** 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.

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

- 4.8.1** Envelope 'A' Eligibility Criteria. The following documents shall be inserted inside Envelope A:
1. Bidders Information – Annexure 1
  2. Eligibility Criteria Matrix – Annexure 2
  3. Declaration Clean Track Record-Annexure 3

**4.8.2 Envelope 'B' Commercial Bid:**

1. Price Format – Annexure 4
2. Commercial Proposal – Annexure 4

**4.9 Bid Submission:**

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

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

**4.10 Bid Currency:**

All prices shall be expressed in Indian Rupees only.

**4.11 Bid Language:**

The bid shall be in English Language.

**4.12 Deadline for Submission:**

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

**4.13 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.

**4.14 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.

**4.15 Modifications and Withdrawal of Bids:**

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

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

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

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

**4.16.2** 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

**4.17 RFQ Abandonment:**

NPCI may at its discretion abandon the process of the selection of vendor for supplying IPads NPCI at any time before notification of award.



#### **4.18 Bid Evaluation Process:**

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

#### **4.19 Contacting NPCI:**

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

### ***Section 5 – Bid Opening***

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

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

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

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

#### **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.

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

**5.3.1** Only those Bids that are eligibility qualified their commercial bid shall be opened.

**5.3.2** The representatives of the Bidder have to produce an identity proof from the Bidders to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidder's representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.

### ***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** 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.

**6.1.3** If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### **6.2 Evaluation of Commercial Bids:**

**6.2.1** 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.

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

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

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

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

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

- 7.1.1** After selection of the L1 bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award /Purchase Order to the selected Bidder.

### **7.2 Purchase Order:**

- 7.2.1** Within 5 days of receipt of Notification of Award the successful Bidder shall accept the Purchase Order.
- 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 taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.
- 7.3.2** Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc. Octroi shall be reimbursed to supplier by NPCI at actual on production of original receipt.
- 7.3.3** The benefits realized by supplier 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 Goods shall be delivered within 4 weeks of receipt of the Purchase Order.

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

- 7.5.1** If the Bidder does not deliver the LTO Tapes 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 to a maximum of 5% of the total undelivered value of the Goods 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 order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order.

### **7.6 Warranties:**

- 7.6.1** All Goods shall have the comprehensive On-site warranty of 12 months from the date of delivery of Goods.
- 7.6.2** Bidder guarantees the whole of the Goods against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by NPCI).
- If during the Warranty Period any Goods are found to be damaged or defective or not acceptable, they shall promptly be replaced or rectified /re-furnished or rendered by Bidder at its own cost (including the cost of dismantling and reinstallation) on the request of NPCI and if removed from the Site for such purpose, Bidder has to repair or replace / re-furnish, 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 of 12 months from the date of replacement or rectification.

#### **7.7 Payment Terms:**

100% Payment shall be paid to Bidder after delivery of product at NPCI Site.

#### **7.8 Price:**

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

#### **7.9 Intellectual Property:**

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

#### **7.10 Confidentiality:**

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

#### **7.11 Bidder's Liability**

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

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

**7.11.3** The Bidder's liability in case of claims against NPCI 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.

**7.11.4** Liquidated Damages: The parties hereby agree that due to negligence of act of the Bidder or non-fulfillment of contract obligations, if NPCI suffers losses, damages the Bidder would be fully liable to the total value of the contract.

***Section 8 – Technical Requirements***

<b>S.No.</b>	<b>Description of the Product proposed</b>
<b>1.</b>	<b>Linear Tape Open – (LTO)-4</b>
<b>2.</b>	<b>Linear Tape Open – (LTO)-5</b>

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

**Annexure 2****Eligibility Criteria Matrix**

<b>Sr. No.</b>	<b>Description</b>	<b>Complied with statements</b>	<b>Proof attached</b>
1	Registered company under the Companies Act, 1956 since the last 3 years.		Proof should be submitted
2	The Bidder should have minimum annual turnover of Rs.50 lakhs during the last three financial years. (2009-10, 2010-11, and 2011-12). (If financial accounts for the year 2011-12 are not audited then the bidder should provide balance sheet for the years 2008-09)		
3	The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad		Declaration as per Annexure-3
4.	The Bidder should provide reference of 2 clients who have procured LTO Tapes from them		

## Annexure-3

**Declaration regarding Clean Track by Bidder****(On Company/firm's Letterhead)**

To,

The Chief Executive Officer  
National Payments Corporation of India,  
C-9, 8<sup>th</sup> Floor, RBI Premises,  
Bandra (E), Mumbai – 400 051.

Sir,

**Re: RFQ No. NPCI: RFQ: 2012-13/0022 dated 7<sup>th</sup> December 2012 for “RFQ for Supply of LTO 4 & LTO 5 Tapes”.**

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 11 – To be put in Envelope “B”****Annexure 4****Price Format**

	<b>Job: Request for Quotation for Supply of LTO-4 &amp; LTO-5 Tapes</b>						
<b>SR NO</b>	<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>Make &amp; Model</b>	<b>QTY</b>	<b>UNIT PRICE (Rs.)</b>	<b>TOTAL(Rs.)</b>	
1		Supply of LTO-4 Tapes		165			
2		Supply of LTO-5 Tapes		70			
<b>Total</b>							
3	<b>Taxes</b>					Rs.	
4	<b>Grand Total</b>					Rs.	
	COMPANY'S NAME	:					
	OFFER REF. AND DATE	:					
	SIGNATURE	:					
	DESIGNATION	:					

**Annexure 5**

**Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To:

Date:

NPCI

Dear Sir,

**Re: Request for Quotation for Supply LTO-4 & LTO-5 Tapes.**

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

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

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

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

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

Dated this..... Day of.....2012.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of