

# REQUEST FOR QUOTATION FOR SUPPLY AND INSTALLATION OF CHAIRS, WORKSTATIONS AND PEDESTALS FOR GOREGAON, MUMBAI OFFICE

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**RFQ Reference Number: NPCI/2020-21/ADMIN/041**

**Dated: 30<sup>th</sup> December 2020**

National Payments Corporation of India  
1001A, 10<sup>th</sup> floor, B Wing,  
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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.

## Checklist

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

1. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFQ document
2. Envelope 'A' - Eligibility Criteria
3. Envelope 'B' - Technical Response
4. Envelope 'C' Commercial bid in sealed envelope. All three envelopes to be enclosed in another envelope and further sealed before submitting the bid document.
5. All the pages of Eligibility Criteria Response, Technical Bid and Commercial bid are duly sealed and signed by the authorized signatory.
6. Prices to be quoted in Indian Rupees (INR).
7. All relevant certifications, audit reports, etc. are to be enclosed to support claims made in the Bid in relevant Envelopes.
8. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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## Section 1 BID Schedule and Address

Sr.No.	Description	
1	Name of Project	REQUEST FOR QUOTATION FOR SUPPLY AND INSTALLATION OF CHAIRS, WORKSTATIONS AND PEDESTALS FOR GOREGAON,MUMBAI OFFICE.
2	Tender Reference Number	<u>NPCI/2020-21/ADMIN/041</u>
3	Date of release of RFQ document	<u>30<sup>th</sup> December 2020</u>
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing preferably as per clause 4.3.2 of RFQ document	<u>5<sup>th</sup> January 2021</u>
5	Date & Venue of Pre-Bid meeting	<u>6<sup>th</sup> January 2021 :: 3 PM</u> <u>VC Details: <a href="https://meet.google.com/xzr-esvq-hcv">https://meet.google.com/xzr-esvq-hcv</a></u>
6	Last date and time for submission of Eligibility, Technical & Commercial bids in sealed envelopes.	<u>12<sup>th</sup> January 2021</u>
7	a) Date and time of Eligibility Bid & Technical Bid Opening:	<u>13<sup>th</sup> January 2021 :: 3 PM</u> <u>VC Details: <a href="https://meet.google.com/jar-oysw-rfh">https://meet.google.com/jar-oysw-rfh</a></u>
	b) Date and Time & VC details of Commercial Bid Opening:	<u>15<sup>th</sup> January 2021 :: 3 PM</u> <u>VC Details: <a href="https://meet.google.com/dqo-xdnu-ayr">https://meet.google.com/dqo-xdnu-ayr</a></u>
8	Place of Pre Bid Meeting Bid Submission and Opening of Bids	<u>National Payments Corporation of India,</u> <u>1001A, 10th floor, B Wing, The Capital,,</u> <u>Bandra Kurla Complex,</u> <u>Bandra East,</u> <u>Mumbai 400 051</u>
9	Name and Address for communication	<u>Chief HR and Administration</u> <u>National Payments Corporation of India</u> <u>1001A, 10th floor, B Wing, The Capital,</u> <u>Bandra Kurla Complex,</u> <u>Bandra East,</u> <u>Mumbai 400 051</u>
10	Bid Related Queries	Subodh.vishwasrao@npci.org.in; Abhishek.upadhyay@npci.org.in
11	EMD	Rs 1,00,000/- (Indian Rupees One Lakh only)

*Note: 1) 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 Company registered under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of The Companies Act, 2013) with its Registered Office in Mumbai, India. NPCI was promoted by 10 banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. Presently 56 banks are shareholders of NPCI. Out of which 19 are Public Sector Banks (PSB), 17 Private Sector Banks, 3 Foreign Banks, 7 Multi State Cooperative Banks and 10 Regional Rural Banks.

The vision, mission and values of NPCI are: Vision - To be the best payments network globally, Mission - Touching every Indian with one or other payment services and to make our mission possible, we live and work by five core values: Passion for Excellence, Integrity, Customer Centricity, Respect and Collaboration.

### 2.2 Objective of this RFQ:

NPCI intent to procure chairs, workstations and pedestals for its Goregaon office.

### 2.3 Cost of the RFQ

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

The Bidders can submit the bid response at NPCI's office at 1001A, 10<sup>th</sup> floor, B Wing, The Capital, Bandra Kurla Complex, Bandra East, Mumbai 400 051.

## 2.4 Pre-requisite:

- 2.4.1** The Bidder should possess the requisite experience, resources and capabilities in obtaining all necessary statutory approvals to meet the requirements, as described in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the eligibility criteria will not be considered for further evaluation.
- 2.4.2** NPCI will not pay any charges like consultancy, mathadi charges, brokerage, liasoning fees, management fees etc or any expenditure to the bidder regarding supply, delivery & installation of chairs, workstations and pedestals.

## 2.5 Due Diligence

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

## 2.6 Eligibility Criteria

- 2.6.1** Bid is open to all Bidders including but not limited to OEM, dealer / distributor and Technical Specification for selection as given in this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFQ document.

For further details, please refer **Annexure D - Eligibility Criteria Matrix** shared in this RFQ document and duly fill the same.

## Section 3 Terms and Conditions

### 3.1 Scope of Work - Supply and Installation of Chairs

- The scope of work covers all aspects of planning and execution of the end to end supply and installation of chairs.
- Bidder to quote Rate per unit. All cost should be included except for applicable taxes.
- Quantity of chairs may vary (may go up or down) at time of issuance of PO to the Bidder.
- Warranty cards should be provided at the time of Handover to NPCI.
- NPCI will perform reverse auction.
- Post reverse auction L1 Bidder should submit line item wise final cost as per BOQ.
- Payment will happen on the actual quantity deployed at site multiplied by itemized rates submitted by L1 Bidder (wherever applicable)
- Material / Product supplied shall be as per the approved makes. No changes in BOQ what so ever. Product Brochures' comprising detailed specification to be shared.

### 3.2 Scope of Work - Supply and Installation of Workstations and Pedestal

- The scope of work covers all aspects of planning and execution of the end-to-end supply and installation of Workstation & Pedestal.
- Bidder to quote Rate per unit. All cost should be included except for applicable taxes.
- Quantity of workstations & pedestal may vary (may go up or down) at time of issuance of PO to the Bidder.
- Warranty cards should be provided at the time of Handover to NPCI.
- NPCI will perform reverse auction.
- Post reverse auction L1 Bidder should submit line item wise final cost as per BOQ
- Payment will happen on the actual quantity deployed at site multiplied by itemized rates submitted by L1 Bidder (wherever applicable)
- Material / Product supplied shall be as per the approved makes. No changes in BOQ what so ever. Product Brochures' comprising detailed specification to be shared.



## Section 4 - Instruction to Bidders

### A. The Bidding Document

#### 4.1 Definition:

1. **RFQ** shall mean Request for Quotation
2. **Bid, Bid Document, Tender and RFQ** are used to mean the same.
3. **Purchase Order (“PO”)**: to facilitate the start of a business deal between the parties involved by identifying the key business and contractual understanding.

#### 4.2 Content of Bidding Document:

The Bid shall be in 3 separate envelopes, Envelope A, B and C. Eligibility bid and Technical bid by bidder are to be enclosed in Envelope A and Envelope B respectively and commercial bid only to be enclosed in Envelope C. The contents of the Envelopes are mentioned in clause 4.13.

#### 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 preferably 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. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had 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 Corrigendum to the tender shall be deemed to form an integral part of the RFQ.

## B. Preparation of Bid

### 4.5 Bid Price:

- 4.5.1** Per unit cost to be mentioned by bidders in the commercial bids only.
- All commercial bid documents must be enclosed under Envelope C only and as per the format provided under Section 10.
- 4.5.2** All applicable taxes to be excluded in the bid cost.

### 4.6 Earnest Money Deposit (EMD)

- 4.6.1** The Bidder shall submit Earnest Money Deposit of Rs. 1, 00,000/- (Rupees One Lakh 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 60 days, as per format in **Annexure A1 or A2** and to be enclosed under **Section 8**.
- 4.6.2** No interest shall be payable on the EMD by NPCI.

### 4.7 Period of Validity of Bids and Extension:

Bids shall remain valid for a minimum period of 60 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 60 days as non-responsive, without any correspondence.

### 4.8 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 as per point number 4.7 of this RFQ. 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.

#### 4.9 Signing of Bid document:

The Bid document shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure F) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid document

All pages of the bid document, shall be initialed by the person or persons signing the bid.

The bid document 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 document.

#### 4.10 Return of EMD

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

#### 4.11 Forfeiture of EMD & Related clause

The EMD made by the bidder will be forfeited &/or further action may be initiated which may lead to Blacklisting if serious deliberate anomalies are observed during RFQ process

**4.11.1** 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.

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

**4.11.3** If bidder fails to provide documents relevant to support the claims made in the bid document.

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

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

**4.11.6** Tampering of RFQ document - Bidder is strictly not allowed to temper/modify RFQ document. If any bidder does the same, then NPCI has full right to discard the submitted bid, forfeit the EMD & may lead to even blacklisting of bidder

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 4.11.1 to 4.11.6 above.

## C Submission of Bid

### 4.12 Envelope bidding process:

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

**4.12.2** Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as ‘Request for Quotation for supply and installation of chairs, workstations and pedestals at Goregaon, Mumbai office’.

**4.12.3** The inner and outer envelopes shall

1. be addressed to NPCI at the address mentioned in Section 1
2. All 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.

### 4.13 Contents of the Envelopes:

**4.13.1 Envelope ‘A’ Eligibility Bid:** The following documents shall be inserted inside

Envelope A:

Document name	Annexure nos.
1. Bid Earnest Money Deposit in the form of Demand Draft Or Bid Earnest Money in the form of Bank Guarantee	Annexure A1 - EMD DD OR Annexure A2 - Bank Guarantee Format
2. Bid Offer Form (without Price)	Annexure B
3. Bidders Information	Annexure C
4. Eligibility Criteria Matrix	Annexure D
5. Declaration regarding Clean Track by Bidder	Annexure E
6. Power of Attorney on Rs 100/- or equivalent stamp paper	Annexure F
7. RFQ document duly signed by the authorized signatory	Authorized Sign and company stamp on All pages of RFQ Document
8. DD/Pay Order / Bank Guarantee/EFT towards EMD	Original DD or original BG to be provided

#### 4.13.2 NPCI BANK DETAILS FOR RTGS / NEFT

- Account Name : National Payments Corporation of India
- Bank Name : HDFC Bank
- Account No. : 00600530001133
- IFSC Code : HDFC0000060
- Branch : Fort, Mumbai

**4.13.3 Envelope ‘B’ Technical Specifications:** The following documents shall be inserted inside Envelope B:

Document name	Annexure nos.
1. Technical Specification - For Evaluation	Annexure G

**4.13.4 Envelope ‘C’ Commercial Bid:** The following documents shall be inserted inside Envelope C:

Document name	Annexure nos.
1. Price Format	Annexure H
2. SPECIFICATION & BOQ	Annexure J

#### 4.14 Bid Submission:

**4.14.1** 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.

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

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

#### 4.15 Bid Currency:

All prices shall be expressed in Indian Rupees only.

#### 4.16 Bid Language:

The bid shall be in English Language.

#### 4.17 Deadline for Submission:

The last date of submission of bids is given in Section 1, unless amended by NPCI through corrigendum published at NPCI’s website.

#### 4.18 Extension of Deadline for submission of Bid:

NPCI may, at its discretion, extend bid submission timeline by issuing corrigendum which will be posted on NPCI’s website, in given case all rights and obligations of NPCI and Bidders will thereafter be subject to the deadline as extended.

#### 4.19 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.

## 4.20 Modifications and Withdrawal of Bids:

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

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

## 4.21 Right to Reject, Accept/Cancel the bid:

**4.21.1** NPCI reserves the right to accept or reject any of the submitted bid without assigning any reason whatsoever.

**4.21.2** 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 bidder having the right to object to such re-issue.

**4.21.3** 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 Quotation.
- h) If the bid document is tampered.

## 4.22 RFQ Abandonment:

NPCI may at its discretion abandon the RFQ process any time.

## 4.23 Contacting NPCI:

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 on mail ID as mentioned in Section 1.

## 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 the Eligibility & Technical Bids will be opened i.e. Envelope A & Envelope B

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

### 5.2 Opening of Eligibility and Technical bids:

**5.2.1** NPCI will open Eligibility bids (Envelope 'A') and Technical Bids (Envelope 'B') 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** The representatives of the Bidders may produce an authorization letter from the Bidder/ Identity Card to represent them at the time of opening of the bids. 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** The Commercial bids of Bidders qualified in Eligibility and Technical bid as mentioned in Section 6 will be opened and evaluated further.

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

## Section 6 - Bid Evaluation

### 6.1 Examination of Technical Bids (Envelope B):

Scoring Matrix: Bidders scoring a minimum of 70% would be eligible for the commercial bid opening.

**6.1.1** Envelope A will be evaluated first and then Envelope B shall be evaluated. Those who fulfill the above mentioned criteria and avail a score of above **70%** in the Technical will be eligible for Commercial evaluation.

**6.1.2** The evaluation of the bid document shall be conducted by NPCI's Committee / Authorities

### 6.2 Evaluation of Commercial Bids:

**6.2.1** NPCI reserves the right to accept any of the offers of the qualified bidders provided NPCI opines that it is most suitable from all aspects including the price, operational & technical criteria's.

**6.2.2** Envelope A will be evaluated first, Envelope B will be evaluated for the successful bidder who have cleared the Eligibility criteria. The bidders who avail a score of above 70% in Technical criteria will be eligible for Commercial evaluation.

**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 Post evaluation & arriving to L1 bidder, NPCI reserves the right to place the order with the L2 bidder in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFQ so on & so forth.
- 6.3.2 NPCI may on its sole discretion may choose or reject any bid based on decision made by NPCI.
- 6.3.3 If bidders fail to achieve  $\geq 70\%$  in technical criteria or if only few bidder's clear said criteria or NPCI chooses to consider more bidders, then NPCI has full right to consider bidders who have scored  $< 70\%$  in Technical evaluation criteria
- 6.3.4 The successful bidder shall furnish an undertaking stating that the commercials will be valid for a minimum period of 60 Days.
- 6.3.5 NPCI at its discretion can further decide to go ahead with **E - Bidding** for commercial evaluation.

## 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 /PO to the selected Bidder through email. Within seven (7) working days of receipt of Notification of Award/ Purchase Order, 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 may then be invited for the work as details mentioned in Section 6. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the PO by the successful bidder.
- 7.1.2** In the case of delay in compliance with the notification of award beyond 10 working days of the stipulated time period, NPCI will have the right to cancel the order and/or levy penalty @ Rs 10,000/- per day subject to maximum of 10% of the total bid value.

### 7.2 Purchase Order:

- 7.2.1** After receipt of acceptance of Award through email by the successful bidder, NPCI shall issue the Purchase Order (PO).

### 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.
- 7.3.2** The benefits realized by the successful bidder due to lower rates of taxes, duties, delivery charges and levies shall be passed on by the Bidder to NPCI.

### 7.4 Timelines & Penalty clause:

- 7.4.1** For delay in supply of materials beyond schedule of 30(Thirty) days from date of issuance of PO, post that 10 days penalty free period will be provided. Penalty shall be levied at the rate of 1% (One Per Cent) of the contract value (excluding taxes) for each week's delay beyond the stipulated delivery period of 40(Forty) days subject to a maximum of 3% (Three Per Cent). If the supply is delayed beyond 61(Sixty-one) days then NPCI has full rights to terminate the PO and Bidder has to return advances (if applicable) given by NPCI.

## 7.5 Payment Terms:

7.5.1 Payment terms will be mentioned in the PO.

## 7.6 Bidder's Liability

7.6.1 The selected Bidder will be liable for all the deliverables as mentioned in terms & Conditions of this document.

7.6.2 The Bidder's aggregate liability in connection with obligations undertaken under the Agreement, 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.

7.6.3 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 limited to the PO value.

## 7.7 Indemnity

The bidder shall indemnify NPCI for any direct loss or damage that is caused due to any deficiency in services.

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 PO, 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 limited to contract value.

## 7.8 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 PO at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this PO as a result of an Event of Force Majeure.

## 7.9 Confidentiality

The Bidder shall (whether or not he submits the tender) treat the details of the documents as secret and confidential and will have to submit NDA on stamp paper of INR 600 or equivalent.

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

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

#### To be put in Envelope 'A'

#### On the letterhead of the bidder

To

**Chief HR & Administration**

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

**Subject: NPCI/2020-21/ADMIN/041 (for Mumbai ) DATED: - 30<sup>th</sup> December 2020 for RFQ FOR SELECTION OF SUPPLY AND INSTALLATION OF CHAIRS, WORKSTATIONS AND PEDESTAL FOR GOREGAON, MUMBAI**

We have enclosed an EMD in the form of a Demand Draft No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. 1, 00,000/- (Rupees One lakh only for Mumbai). This EMD is as required by clauses 4.6 of the Instructions to Bidders of the above referred RFQ.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business  
Address:

## 8.2 Annexure A2 - EMD (Bank Guarantee)

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

National Payments Corporation of India: \_\_\_\_\_

Date: \_\_\_\_\_

BANK GUARANTEE No.: \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under RFQ No.: **Subject: NPCI/2020-21/ADMIN/041 (for Mumbai)**  
**DATED: - 30<sup>th</sup> December 2020 for RFQ FOR SELECTION OF SUPPLY AND INSTALLATION OF CHAIRS, WORKSTATIONS AND PEDESTAL FOR GOREGAON, MUMBAI**

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

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

- 8.2.1** 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.
- 8.2.2** If bidder withdraws/revokes their offer or modifies/changes the same during the validity of the Bid.
- 8.2.3** If bidder fails to provide documents relevant to support the claims made in the bid document.
- 8.2.4** In case of successful Bidder, if the Bidder fails to sign or accept the Notification of award/ PO within the specified date. However NPCI reserves its right to consider at its sole discretion the late acceptance of the PO by the selected Bidder.
- 8.2.5** Where the bidder being technically qualified, withdraws the bid before the entire commercial evaluation process has been completed.
- 8.2.6** Tampering of RFQ document - Bidder is strictly not allowed to temper/modify RFQ document .If any bidder does the same, then NPCI has full right to discard the submitted bid, forfeit the EMD & may lead to even blacklisting of bidder .

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

### 8.3 Annexure B - Bid Offer Form (without Price)

#### To be put in Envelope 'A'

(Bidder's Letter Head)

#### OFFER LETTER

Date:

Place:

To

**Chief HR & Administration**

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

**Subject: NPCI/2020-21/ADMIN/041 (for Mumbai ) DATED: - 30<sup>th</sup> December 2020 for RFQ FOR SELECTION OF SUPPLY AND INSTALLATION OF CHAIRS, WORKSTATIONS AND PEDESTAL FOR GOREGAON, MUMBAI**

Dear Sir,

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. (To be filled by bidder only if applicable only)

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 for minimum period of 60 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 registered Agreement, 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 Number \_\_\_\_\_Dated \_\_\_\_\_ valid for 60 days for an amount of Rs. 1,00,000/- (Rupees One Lakh only) payable at Mumbai

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:



## 8.4 Annexure C - BIDDERS INFORMATION

(On Company/firm's Letterhead)

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

### Bidder's Information

Details of the Bidder		
1	Name of the Bidder firm	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt. Ltd., Partnership/LLP firm/Proprietary)	
4	Details of Incorporation of the Company. (Certificate to be submitted in Eligibility bid)	Date:
		Ref#
5	Details of Commencement of Business	Date:
		Ref#
6	Valid GST registration no.	
7	Validity in state of (mention the state)	
8	Permanent Account Number (PAN)	
9	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10	Telephone No. (with STD Code)	
11	E-Mail of the contact person:	
12	Fax No. (with STD Code) if available	
13	Website	
14	Cancelled Cheque details	

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

## 8.5 Annexure D - ELIGIBILITY CRITERIA MATRIX

(On Company/firm's Letterhead)

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

### Eligibility Criteria Matrix

Sr No	Description	Proof to be attached
1	Registered company under The Companies Act, 1956 or 2013 or Partnership firm/ LLP or Proprietary firm having their office in India in existence for a minimum of 5(five) years	Valid certificate of registration /Incorporation/ commencement/ MOA& AOA/ S&E/partnership deed, etc.  Signed and stamped hard copies should be provided in sealed envelope.
2	A. The bidder should have minimum annual turnover of Rs 50 Crores (fifty crores), during any of the last three financial years (2015-16, 2016-17 ,2017-18,2018-19, 2019-20) or calendar years 2015,2016, 2017,2018,2019 or bidders financial years. Annual Turnover will be considered for main bidder firm and not for the Group Company or Subsidiary Company.	A. 3 years Audited Balance Sheet B. 3 years' independent Auditors report.  Signed and stamped hard copies on to be provided in sealed envelope.
3	Complete RFQ document signed by authorized signatory	Signed and stamped hard copies on to be provided in sealed envelope.
4	Bid Offer Form without Price	Annexure - B  Signed and stamped hard copies on to be provided in sealed envelope.
5	Bidders Information	Annexure - C  Signed and stamped hard copies on to be provided in sealed envelope.
6	Clean Track record :-The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad	Annexure - E  Signed and stamped hard copies on to be provided in sealed envelope.
7	Power of attorney	Annexure -F  Signed and stamped hard copies on to be provided in sealed envelope.

8	Bid Earnest Money Deposit in the form of Electronic Funds Transfer (EFT), Demand Draft (DD) or in the form of Bank Guarantee	Annexure A-1 - EMD, DD, EFT (please refer Annexure M for NPCI Bank Details ) OR Annexure A-2 Bank Guarantee Format  Signed and stamped hard copies on to be provided in sealed envelope.
9	Non-Disclosure Agreement (Rs 600/- stamp paper or franking)	Annexure - I  Signed and stamped hard copies on to be provided in sealed envelope.

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

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

## 8.6 Annexure E - Declaration regarding Clean Track by Bidder

### To be put in Envelope 'A'

(On Company/firm's Letterhead)

To,

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

**Subject: NPCI/2020-21/ADMIN/041 (for Mumbai ) DATED: - 30<sup>th</sup> December 2020 for RFQ FOR SELECTION OF SUPPLY AND INSTALLATION OF CHAIRS, WORKSTATIONS AND PEDESTAL FOR GOREGAON, MUMBAI**

Dear Sir,

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:

## 8.7 Annexure F - Format Power of Attorney

(On Stamp paper of Rs 100/- or equivalent amount)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of

\_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for Subject: NPCI/2020-21/ADMIN/041 (for Mumbai ) DATED: - 30th December 2020 for RFQ FOR SELECTION OF SUPPLY AND INSTALLATION OF CHAIRS, WORKSTATIONS AND PEDESTAL FOR GOREGAON, MUMBAI in response to the RFQ by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

Accepted

Signature) (Name

Designation) Date:

Business Address:

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

### 9.1 Annexure G      Technical Specification - For Evaluation

To be put in Envelope 'B'

On the letterhead of bidder

(Do not mention any commercial details)

Date:

Place:

To

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

**Subject: NPCI/2020-21/ADMIN/041 (for Mumbai )    DATED: - 30<sup>th</sup> December 2020 for RFQ FOR SELECTION OF SUPPLY AND INSTALLATION OF CHAIRS, WORKSTATIONS AND PEDESTAL FOR GOREGAON, MUMBAI**

Dear Sir,

We herewith enclose the following Technical Specification data sheet for your perusal. In case if any additional supporting documents are required to support the below claim then we shall provide the same when asked upon by NPCI.

	Technical Criteria	Supporting Documents	Grading Criteria (Select the appropriate option)
1	Bidders Financial Strength	Audited financial statements for last 3 (Three) years;	1.) 03 Years balance sheet 2.) 02 Years balance sheet 3.) Less than 02 years
2	Bidders Turnover	Last 03 years audited balance sheet	1.) Turnover greater than or equal to 250 crores 2.) Turnover greater than or equal to 150 crores & less than 250 crores 3.) Less than 50 crores

3	Declaration on letter head for supply of chairs / workstations / pedestals to minimum of 3 companies	On bidders letterhead	1.) 3 no's clientele 2.) 2 no's clientele 3.) 1 no's clientele declaration
4	Presence of office in Mumbai	On bidders letterhead	1.) Presence in Mumbai (YES /NO)
5	Technical Specification confirmation	Confirmation of technical specification as mentioned RFQ on bidders letterhead	1.) Yes 2.) No

We hereby confirm that the above statements and declarations are correct to the best of my/our knowledge.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## Section 10 Documents/ forms to be put in Envelope 'C'

(To be included in Commercial Bid Envelope 'C')

### 10.1 Annexure H - Price Format "To be put in Envelope 'C'"

(On Company/firm's Letterhead)

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

**Subject: NPCI/2020-21/ADMIN/041 (for Mumbai ) DATED: - 30<sup>th</sup> December 2020 for RFQ FOR SELECTION OF SUPPLY AND INSTALLATION OF CHAIRS, WORKSTATIONS AND PEDESTAL FOR GOREGAON, MUMBAI**

Having examined the Bidding Documents placed along with RFQ, we the undersigned, offer to provide

- A. Supply and installation of Chairs in conformity with the said Bidding documents for the sum of Rs.\_\_\_\_\_. (Rupees in word\_\_\_\_\_ ) (Exclusive of taxes) - Per chair cost Rs \_\_\_\_\_(Rupees in word\_\_\_\_\_)
- B. Supply and installation of Workstations and Pedestals in conformity with the said Bidding documents for the sum of Rs.\_\_\_\_\_. (Rupees in word\_\_\_\_\_ ) (Exclusive of taxes) - Per Workstation cost Rs \_\_\_\_\_(Rupees in word\_\_\_\_\_ ) and Per Pedestal cost Rs \_\_\_\_\_(Rupees in word\_\_\_\_\_)

We understand that if there is any item, which is not deployed as per BOQ, the same will be deducted as per the line item wise cost submitted post Reverse Auction.

We undertake that if our Bid is accepted, to supply and install 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 PO 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 all the applicable laws including 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.....





(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

## 10.2 Annexure J– SPECIFICATION & BOQ “To be put in Envelope ‘C’

(ON BIDDERS LETTERHEAD)

Sr. No.	Furniture	Description	Picture for representation purpose only	Quantity (in numbers)
1	Chairs - Featherlite (AMAZE) / Godrej (AERO)	<p>Medium Back Arm Chair (Black)</p> <p>AN 70 Mesh Fabric / Mesh fabric with high tenacity yarn</p> <p>Upholstered Cushion Seat</p> <p>Self Calibrating Multi-lock Mechanism / Front Pivot Synchro Mechanism with 4-position locking and anti-shock feature</p> <p>Adjustable Lumbar Support</p> <p>One Way Adjustable Arms (Height)</p> <p>Nylon Base</p>		500
	Workstations - Featherlite / Godrej	<p><b>LINEAR WORKSTATION IN WHITE COLOUR</b></p> <p>Size : 1350 mmW x 600 mmD x 1200mmHT</p> <p>(1200mmHT includes the height of the partition which is 450mmHT)</p> <p><b>SPECIFICATION</b></p> <p>Table Top: 25mm thick Pre laminate particle board with Reverse Waterfall / Chamfer &amp; 2mm PVC edge lipping on all exposed edges or Equivalent</p> <p>Main Screen : AL 30/26 mm Full Fabric Magnetic Screen 450 H x 1050 W (COLOUR WILL BE DECIDED BY NPCI)</p> <p>Support:</p> <p>End Legs: MS powder coated 50 X 50 legs /ERW Tube 50 mm x 25 mm x 1.2 mm thick</p> <p>Intermediate Legs: MS podwer coated 60X40mm legs and supporting MS cross beams (40X20mm) or ERW Tube 40 mm x 20 x 1.2 mm thick</p> <p>Modesty Panel: 12mm Thick PLT 450mmHt on Aisle side. / Wooden modesty is made from 18 mm thick PLT 350 mm HT from worktop, E1 P2 grade board with 2 mm PVC lipping on all edges</p> <p><b>Wire Management</b></p> <p>MS Flipdown cable tray with 450mm Aluminium Flip Up / CRCA Wire Tray with integrated power box along with 365mm Aluminium Access Flap</p> <p>Specifications : MS Powder Coated Horizontal raceway (Cable tray) with separator clips for power and data, Switch plate to mount the switches / sockets as per requirement. Vertical wire entry cover with removable metal cover between the intermediate legs for wire uptake to MS Cable Tray from floor and 450mm Aluminium Flip Up for switch access. / Specifications : CRCA Horizontal raceway (Cable tray) with separator clips for power and data, Switch plate to mount the switches / sockets as per requirement. Vertical wire entry cover with removable metal cover between the intermediate legs for wire uptake to CRCA Cable Tray from floor and 365mm Aluminium Access Flap for switch access.</p>	 	406
3	Pedestal - Featherlite / Godrej	<p>PLB MOBILE PEDESTAL WITH CUSHION TOP / ALL WOOD MOBILE PEDESTAL WITH CUSHION TOP (3 Dr. - Box + Box + File) in WHITE COLOUR</p> <p>SIZE:- 400mm L X 450mm D X 600mm HT / SIZE:- 400mm L X 440mm D X 656mm HT</p> <p>Specifications:</p> <p>Top &amp; Sides: 18mm Thk pre laminated particle board</p> <p>Back: 9mm Thk pre laminated particle board</p> <p>Edge: All exposed area with 2mm thick PVC edge lipping</p> <p>Handle: Finger groove handle</p> <p>Lock: Regular lock / Cyber CAM lock</p>		

## Section 11 **Annexure I: NON-DISCLOSURE AGREEMENT**

**(To be printed on Rs.600/- Stamp paper OR franking)**

### **NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered on this ----- day of -----, \_\_\_\_ (“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:

**Purpose - Supply and installation of chairs, workstations and pedestals for Goregaon, Mumbai office.**

#### **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 Ninety (90) 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 PAYMENTS CORPORATION OF  
INDIA**

**TYPE COMPANY NAME**

By:

By:

Name:

Name:

Designation:

Designation: