

**Request for Proposal to
Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning
of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai**



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Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart
Data Center at Chennai**

RFP Reference No: NPCI/2023-24/DC/019 dated 30.08.2023

**National Payments Corporation of India
Unit no. 202, 2nd floor,
Raheja Titanium, CTS No. 201,
Western Express Highway,
Goregaon East, Mumbai 400 063
Email- itprocurement@npci.org.in
Website: www.npci.org.in**

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

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Checklist

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

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

1. Demand Draft / Pay Order/ Online transfer of Rs. 17,700/- ((Rupees Seventeen Thousand Seven Hundred only inclusive of GST @18%) Rs 17,700/- towards cost of Bid document in Folder – ‘A’
2. Online transfer / Bank Guarantee of Rs. 5,00,000/- (Rupee Five Lakhs only) towards Bid Security in Folder ‘A’- Earnest Money Deposit (EMD)

The bidders shall pay the bid cost & EMD through the above mentioned mode and the remittance proof shall be submitted to NPCI for the same, failing which the bid is liable to be rejected.

Remittance proof in favor of “National Payments Corporation of India” payable at Mumbai” amounting to Rs. 17,700/-(Rs. 15,000/- plus GST @18 %) towards bid purchase cost and Rs.5,00,000/- towards Bid Security.

The electronic / wire transfer can be done to designated NPCI bank account as detailed below:

Account Name: National Payments Corporation of India

Account Name: National Payments Corporation of India

Bank Name: ICICI Bank

Account No: 039305002962

IFSC Code: ICIC0000393

- Demand draft in favour of “National Payments Corporation of India” payable at Mumbai.
- Demand Draft / Banker’s Cheque / Bank Guarantee of INR 5,00,000/- (Rupees Five Lakh Thousand only) towards Bid Security in Envelope ‘A’- Earnest Money Deposit (EMD)
- Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document
- Envelope ‘A’- Eligibility Bid and Technical Bid
- Envelope ‘B’- Commercial Bid with break up detailed as mentioned in Annexure L (Commercial details)
- All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory
- RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope ‘A’
- Prices are quoted in Indian Rupees (INR)
- Non-Disclosure Agreement (NDA) enclosed in Annexure – N, should be duly filled and signed in a Rs.600/- Stamp paper by successful bidder.
- A duly self-attested declaration by the bidder to assure & comply with all standards / norms defined by Electrical Board or local body authorities in carrying out the work
- All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes
- All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory

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Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under

BG	Bank Guarantee
DC	Data Centre
EMD	Earnest Money Deposit
NPCI	National Payments Corporation of India
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
PBG	Performance Bank Guarantee
TANGEDCO	Tamil Nadu Generation and Distribution Corporation Ltd
SITC	Supply, Installation, Testing and Commissioning
CT	Current Transformer
PT	Potential Transformer
TVM	Tri Vector Meter
CMC	Construction Management Consultant (appointed by NPCI for the purpose of overseeing the project)

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Section 1 - Bid Schedule and Address

S.No.	Description	
1	Name of Project	Request for Proposal to Engage the Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai.
2	Tender Reference Number	NPCI/RFP/2023-24/DC/019
3	Date of commencement	30.08.2023
4	Last date of receiving pre-bid clarifications in writing from vendors	02.09.2023
5	Date and Time for Pre-bid Meeting	06.09.2023
6	Last date and time for Bid Submission	18.09.2023
7	Address for Sale of Bidding Document and Place of Bid Submission	National Payments Corporation of India, Survey no. 205/1 (P) & 205/5 (P), Narsingi Village, Gandipet Mandal, Rangareddy District, Hyderabad – 500075, Telangana.
8	Date and Time of Eligibility & Technical bid Opening	18.09.2023
9	Date and Time of Commercial Bid Opening	Bidders to submit their Eligibility & Technical Bid in Envelope A. Bidders to submit their best price in Envelope B with break up detailed as mentioned in Annexure L (Commercial details). NPCI reserves the right to discover the lowest price through <u>Reverse auction OR Price discussion mechanism</u> . NPCI will inform the method of price negotiation to technically qualified bidders.
10	Name and Address for communication	National Payments Corporation of India, Survey no. 205/1 (P) & 205/5 (P), Narsingi Village, Gandipet Mandal, Rangareddy District, Hyderabad – 500075, Telangana.
11	Bid Related Queries	For Technical Queries, please write to: Email id: muthu.krishnan@npci.org.in Muthukrishnan B Contact: +91 73388 39490 Email id: Sathish.kumar@npci.org.in Sathish Kumar Contact: +91 80744 78341 Email id: pankaj.kasturay@npci.org.in Pankaj Kasturay Contact: +91 99082 72447 For Commercial queries, please write to: Email id: charles.d@npci.org.in D J Charles Contact: +91 98499 90809
12	Bid Cost	Rs.17,700/- (Incl. of GST@18%
13	Bid Security	Rs 5,00,000/- (Rs Five Lakhs only)
14	Project Location	National Payments Corporation of India Plot No.6/D-6, SIPCOT IT Park, Siruseri, Thiruporur Taluk, Kanchipuram District, Chennai – 603103, Tamilnadu
15	Scheduled time of Completion	5 (Five) Months from the Date of Issue of Work Order or LOI (whichever is earlier).
16	Bid Evaluation Methodology	Two Stage Evaluation System to be followed for Stage 1: Eligibility & Technical Proposal

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		Construction execution plan, resource deployment schedule, methodology and a brief presentation. Stage 2: Commercial Proposal
17	Right to cancel the RFP	NPCI does not bind itself to accept the lowest or any RFP and reserves the right to reject all or any bid or cancel the RFP without assigning any reason whatsoever. NPCI also reserves the right to re-issue the RFP without the Bidders having the right to object to such re-issue.
18	Commercial Proposal	Detailed offer as per commercial bid format shall be submitted along with Item rate quote. Refer Annexure no. L
19	Site Visit	Bidders shall be deemed to have visited the site before submission of bid
20	Taxation	The quoted price shall be exclusive of GST and all other applicable taxes.
21	Execution of works and resource deployment	Works to be executed in parallel and multiple teams need to be deployed for different tasks/assignments and to complete the Project to be delivered in the defined timelines.

Note:

1. The Bidder shall appoint a single point of contact, with whom NPCI will deal with, for any activity pertaining to the requirements of this RFP
2. NPCI reserves all rights to withdraw any part of the scope during this bid process and is advised bidders to provide their commercials discretely to the category of scope mentioned in Section 3

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Section 2 – Introduction

2.1. About NPCI

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 (Ten) banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. Presently, 54 (Fifty-Four) banks are shareholders of NPCI. Out of which 17 (Seventeen) are Public Sector Banks (PSB), 17 (Seventeen) Private Sector Banks, 3 (Three) Foreign Banks, 10 (Ten) Multi State Cooperative Banks and 7 (Seven) 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 six core values: Passion for Excellence, Collaboration, Customer Centricity, Agility, Security and Innovation.

NPCI, during its journey, has made a significant impact on the retail payment systems in the country. Dedicated to the nation by our former President, Shri Pranab Mukherjee, endorsed by the Hon'ble Prime Minister, Shri Narendra Modi and later made the card of choice for the ambitious Pradhan Mantri Jan Dhan Yojana, RuPay is now a known name. RuPay is an indigenously developed Payment System – designed to meet the expectation and needs of the Indian consumer, banks and merchant eco-system. The alliances with international network partners (Discover Financial Services, Japan Credit Bureau and China Union Pay) provides valuable access to global acceptance footprint and offer world class payment solutions to RuPay cardholders.

NPCI aim is to transform India into a 'less-cash' society by touching every Indian with one or other payment services. With each passing year we are moving towards our vision to be the best payments network globally.

As a sensitive national infrastructure, NPCI has built its own critical, Tier IV Smart Data Center at Chennai on approximately 3.07 acres of land with a minimum built up area of 1.34 Lac sq.ft. (approx.). Another Smart Data Centre is built at Hyderabad of similar capacity and currently both the sites are completely operations and hosting our nations payment products from these two locations. The two respective cities are chosen due to its strategic location and fast growing IT corridors as compared to anywhere in the country, for building its Smart Data Centre Infrastructure.

2.2. Objective of this RFP

National Payments Corporation of India has an existing primary source of power of 2 MVA from Siruseri sub-station and proposes to have a secondary source of power from Sholinganallur sub station to NPCI's Smart Data Centre (SDC) at Siruseri to support 24X7 Data Centre operations. Broad scope is given below, kindly refer Section 3 for detail scope.

The Successful bidder will be responsible for:

- a. Obtaining permissions and establishing Secondary source of permanent power (2 MVA) from the TANGEDCO including all the supply, installation, testing & commissioning works with charging up power to NPCI Smart Data Centre, Chennai.

2.3. Cost of the RFP

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

2.4. Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of NPCI on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned during/after the final declaration of the successful Bidder. The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

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Section 3 –Scope of Work

3.1. Scope of work

TANGEDCO Execution Works

- End to end (SITC) of civil and electrical works including but not limited to cable laying, joining, testing & charging work from Sholinganallur substation to Siruseri NPCI office along with required electrical installations, including ROW charges as per TANGEDCO standards.
- Any temporary civil/lighting/RCC man hole arrangement including statutory permissions wherever required in the path or any locations is in the scope of the successful bidder.
- Installation, testing and commissioning of metering cubicle along with CT/PT, TVM and required accessories duly tested and approved makes as per TANGEDCO standards.
- Supply and installation of all the equipment in substation side and NPCI side also.
- Comprehensive Annual maintenance contract (CAMC) for three years (3rd year to 5th year) after completion of 24 months' defect liability period (DLP). Preventive maintenance of all the equipment with required manpower and material as required.
- Coordination and acquiring Statutory approvals for switching on 33KV Secondary power source from TANGEDCO.
- Coordination and acquiring required approval, final NOC from various other authorities namely CRDC (Chennai Road Development Corporation), CMRL (Chennai Metro Rail Corporation), SIPCOT (State Industries Promotion Corporation of TamilNadu), Traffic Police, and other statutory authorities for cable laying work and charging the panel from Sholinganallur substation to Siruseri NPCI office
- Coordination and getting final NOC from TANGEDCO. Preparation & submission of application for Right of Way procedures, including charges for obtaining the ROW, along with coordination with all applicable government departments for securing their approvals.
- Coordination for CEIG inspection and any other inspections that may be required for the purpose of the 33KV secondary power to be operationalized.
- Proper marking and as-built drawing with Google mapping and co-ordinates is required to be submitted. Road map to be shared with the methodology of construction before executing the said works at the road level. All relevant permissions to be sought before the work commences.
- Indicative quantities given in BOQ, bidder shall be paid on actual quantities executed at site. The Bidder shall be coordinating with NPCI appointed CMC for project coordination, updation of regular status and billing related queries. All requirements in terms of documentation need to be assimilated and complied by the selected bidder as required by CMC.
- Adequate HDD machines (minimum (4) four nos.) for laying and termination cables. The works should be undertaken with all the precautions needed like, the deployment of sufficient manpower to ensure that no inconvenience to the public and to monitor that all digging/excavation works are completed and closed and nothing is left unattended. All the works to be completed as per the norms defined by the respective authorities
- Attending the snag points from TANGEDCO or any other authority and ensuring all snag points are closed and sign off is obtained from all relevant authorities and NPCI appointed CMC consultant.

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- All required hard copies of drawings & documents for statutory approvals & application submission will be in scope of contractor. NPCI will not provide any hard copies.

Note: Statutory charges will be paid by NPCI on receiving the demand note from concerned officials, should not be included in the proposal

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Section 4–Eligibility Criteria

4.1. Eligibility Criteria

The Eligibility Criteria are furnished below:

Sr. No.	MSME	Other than MSME
1	<p>The bidder is a Company registered under the Companies Act/ Partnership Act / LLP at least since last three (3) calendar or financial years or more.</p> <p>a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least two (2) calendar or financial years as on date of submission of the bid.</p> <p>b) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least two (2) calendar or financial years as on the date of submission of bid.</p>	<p>The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last five (5) calendar or financial years.</p> <p>a) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least five (5) calendar or financial years as on date of submission of the bid.</p> <p>a) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least five (5) calendar or financial years as on the date of submission of bid.</p>
2	<p>The bidder should have reported minimum annual turnover of 2 times of estimated RFP value and should have reported profits (profit after tax) as per audited financial statements in at least 2 out of last 3 financial years (years shall be changed according to date of release of RFP). (i.e. 2020-2021,2021-2022 and 2022-2023).</p> <p>In case audited financial statements for 2022-2023 are not ready, then management certified financial statement shall be considered for 2022-2023; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>	<p>The bidder should have reported minimum annual turnover of 3 times of estimated RFP value in each of the last 3 financial years and should have reported profits (profit after tax) as per audited financial statements in last 3 financial years (years shall be changed according to date of release of RFP). (i.e. 2020-2021,2021-2022 and 2022-2023)</p> <p>In case audited financial statements for 2022-2023 are not ready, then management certified financial statement shall be considered for 2022-2023; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.</p>

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3	<p>Period of operations in required domain: Minimum 3 years preceding the bid participation and preferably three or more projects executed in any of the last five years of similar capacity involving work of supply installation commissioning and testing of electrical power supply in Tamil Nadu or any other state and convergent with the rules and regulations of TANGEDCO and other state bye-laws. The Bidder should provide documentation to support such projects undertaken in the last five years anywhere in India.</p>	<p>Period of operations in required domain: Minimum 3 years preceding the bid participation and preferably three or more projects executed in any of the last five years of similar capacity involving work of supply installation commissioning and testing of electrical power supply in Tamil Nadu or any other state and convergent with the rules and regulations of TANGEDCO and other state bye-laws. The Bidder should provide documentation to support such projects undertaken in the last five years anywhere in India.</p>
4	The Bidder should not be currently blacklisted by any Bank or institution in India or abroad	The Bidder should not be currently blacklisted by any Bank or institution in India or abroad

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**Section 5 - Instruction to Bidders
The Bidding Document**

5.1. RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder. The content of this RFP is a copy right material of National Payments Corporation of India. No part or material of this RFP document should be published in paper or electronic media without prior written permission from NPCI.

5.2. Cost of Bidding

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

5.3. Content of Bidding Document

The Bid shall be in 2 separate envelopes, Envelope A and B.

5.4. Clarifications of Bidding Documents and Pre-Bid Queries

A prospective Bidder requiring any clarification of the Bidding Documents may notify NPCI in writing at NPCI's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.

Bidders should submit the queries only in the format given below, in an excel sheet:

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

Replies to all the clarifications, modifications received through mail and email will be posted on NPCI's website. Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.

5.5. Amendment of Bidding Documents

- a.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
- a.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in NPCI's website. The 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.
- a.3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its sole and absolute discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.
- a.4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

5.6. Bid Price

Prices would be exclusive of all taxes. The bidder shall meet the requirements of the applicable Goods & Services Tax (GST).

5.7. Earnest Money Deposit (EMD)

The Bidder is required to deposit Rs.5,00,000/- (Rupees Five thousand only) in the form of a Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2. No interest will be paid on the EMD.

5.8. Return of EMD

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

5.9. Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- a. Bidder withdraws its bid before opening of the bids.
- b. Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c. Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee

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- d. Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e. Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f. Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of acceptance of the Purchase Order. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.10. Period of Validity of Bids

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

5.11. 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.

5.12. Format of Bid

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Technical Bid only. In case of any discrepancy between them, the original shall govern. The commercial bid will be submitted as hard copy only.

5.13. Signing of Bid

The Bid shall be signed by the Bidder or a person or persons as the case may be, 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 (Annexure G) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

5.14. Submission of Bid

The Bid shall be prepared in 2 different envelopes, Envelope A and Envelope B. Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as **“Request for Proposal to Engage the Contractor for Liaisoning to obtain Permissions and Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai**

The inner and outer envelopes shall be addressed to NPCI at the address mentioned in Section 1. The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the bids misplacement or premature opening.

Envelope A - Eligibility & Technical Bid

The following documents as per the sequence listed shall be inserted inside Envelope A:

- 1 Bid Earnest Money in the form of Demand Draft **OR** Bid Earnest Money in the form of Bank Guarantee – format provided in **Annexure A2**
- 2 Bid Offer form (without price) – **Annexure B**
- 3 Bidder Information – **Annexure C**
- 4 Declaration of Clean Track Record by Bidder – **Annexure D**
- 5 Declaration of Acceptance of Terms and Conditions – **Annexure E**
- 6 Declaration of Acceptance of Scope of Work – **Annexure F**
- 7 Power of Attorney for signing of bid – **Annexure G**
- 8 Eligibility Criteria Compliance Matrix – **Annexure H**
- 9 Client References – **Annexure I**
- 10 Technical Compliance – **Annexure J**
- 11 Three years audited Balance Sheet and Profit and Loss Statements, Auditors Reports & Notes to accounts

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- 12 RFP document duly sealed and signed.
- 13 All necessary supporting documents as per Annexures
- 14 Certificate of Incorporation
- 15 MSME Certificate (if applicable)
- 16 Self-declaration stating domain experience **OR** successful client implementation details.
- 17 Self-declaration stating that bidder will not remain associated with this RFP in any other capacity as a part of distribution channel provided such bidder becomes eligible for commercial evaluation as per this RFP.

18 Masked Price Bid (**Annexure K & L**)

Detailed Bill of Material for Software with line item details, giving quantity and functions (**Masked Annexure M**)

Technical Bid envelope shall not include any financial information. If the Technical Bid contains any financial information the entire bid will be rejected

Envelope B - Commercial Bid

- a. Commercial Bid Form – **Annexure K**
- b. Commercial Bid – **Annexure L**
- c. Detailed Bill of Material– **Annexure M**

Bids sealed in accordance with the instructions to Bidders should be delivered at the address as mentioned in the Section 1. The offers should be made strictly as per the formats enclosed. No columns of the tender should be left blank. Offers with insufficient/inaccurate information and offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.15. Bid Currency

All prices shall be expressed in Indian Rupees only.

5.16. Bid Language

The bid shall be in English Language.

5.17. Rejection of Bid

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.
- h. If revised BOM is not shared within 3 days' post technical presentation (**with commercials to IT procurement and BOM without commercials to business user team**)

No bid shall be rejected at the time of bid opening including extensions, if any, except for late bids and those that do not conform to bidding terms.

5.18. Deadline for Submission

The last date of submission of bids is given in Section 1. However, the last date of submission may be amended by NPCI and shall be notified through its website.

5.19. Extension of Deadline for submission of Bid

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

5.20. Late Bid

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

5.21. Modifications and Withdrawal of Bids

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

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

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5.22. Right to Reject, Accept/Cancel the bid

NPCI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. 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 reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

5.23. RFP Abandonment

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

5.24. Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1– Envelope ‘A’ i.e., Eligibility & Technical bid will be evaluated. Only those Bidders who have submitted all the required forms, papers & comply with the RFP requirements and eligibility criteria (Section 4) will be considered for further evaluation.

Stage2– Envelope ‘B’ of those Bidders who qualify the minimum eligible score (70 marks) in the scoring matrix (Section 7.3) will be considered for commercial evaluation. NPCI reserves the right to conduct Reverse Auction (RA) or Price discussion mechanism to arrive the exact price and successful bidder.

5.25. Single bid

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

5.26. Price discovery method:

Bidder to submit their best price. NPCI reserves right to discover the lowest price through the Reverse Auction & may be further deliberated through PDC if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call technically qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders.

5.27. 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 in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact NPCI with a view to canvas for a bid or put any pressure on any official of the NPCI may entail disqualification of the concerned Bidder and/or its Bid.

5.28. Non-Disclosure Agreement (NDA)

Kindly refer Annexure- N for the NDA template. Bidders should accept all the terms in the Articles mentioned in the NDA and duly fill the details required, sign it in INR 600 Stamp paper. The duly signed NDA should also be enclosed and submitted as part of the Bid.

5.29. Safety, Environment and Health Requirements

The instructions issued herein are indicative and not exhaustive. Therefore, the contractor shall be responsible for ensuring that adequate safety measures have been adopted in the course of execution of the contract in accordance with safety standards / statutory regulations, as applicable. The contractor shall be held responsible for non-compliance if any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations or incidents.

5.30. Indemnity and Insurance Policies

The Contractor 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 Contractor and their employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by Contractor, employment claims of employees of Contractor, third party claims arising due to infringement of Intellectual Property Rights, death or personal injury attributable to acts or omission of Contractor, violation of statutory and regulatory provisions including labour laws, laws related to Information Technology and Intellectual Property Rights, breach of confidentiality obligations or breach of representations and warranties.

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.

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Section 6 - Bid Opening

6.1. Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – In the first stage the Eligibility bid & Technical Bid i.e. Envelope 'A' will be opened.

Stage 2 – Sealed Commercial bids i.e. Envelope 'B' will be opened for technically qualified bidders for finalizing the prices through the Reverse Auction or the Price discussion method if so opted by NPCI management.

6.2. Opening of Eligibility and Technical Bids

NPCI will open Technical bids (Envelope 'A') in presence of Bidders or 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. The representatives of the Bidders would be required to 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 or its 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 NPCI. The bidder's representative who is present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

6.3. Opening of Envelope B - Commercial Bids

Bidder to submit their best price. Commercial bids will be opened for either Reverse Auction or Price discussion method with technically qualified bidders if so opted by NPCI management. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e., www.npci.org.in.

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Section 7 - Bid Evaluation

7.1. Preliminary Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete; whether the required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether the bids are generally in order. Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation. 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. 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. NPCI may interact with the Customer references submitted by Bidder, if required.

7.2. Examination of Technical Bids

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

- a. Compliance to Technical Specifications as specified in the RFP.
- b. NPCI reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- c. Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- d. Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed hardware are to be enclosed.
- e. To assist in the examination, evaluation and comparison of bids, NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f. NPCI may interact with the Customer references submitted by bidder, if required.
- g. NPCI reserves the right to shortlist bidders based on technical evaluation criteria.
- h. Bidder should re-submit 2 detailed Bill of material (BOM) (one **with** commercial to IT procurement team and another **without** commercial to user team) within **3 days** if there are any shortfall in BOM found during technical evaluation

7.3. Bidder's Scoring Matrix

Sr. No.	Description	Score
Part – A Financial Scoring		
1	Financial Capability marks) a) Annual Turnover (marks) > Rs. 35 Crores as per audited financial > Rs. 20 Crores and <=20 Crores as per audited financial b) Yearly Profits Profit after tax for last 2 financial years and above Profit after tax in last financial year	
Part – B Customer Reference		
1	Customer reference in Chennai Minimum 1 reference with below details a. Customer name b. Industry (Manufacturing, Insurance, financial, etc.) c. Project Size d. Services offered e. Contact name, title, email and direct telephone number f. Warranty / Support issues	
2	Completion Certificate duly signed by Customer	
Part – C Field Experience		
1	Project Strategy (Presentation required in terms of Bidder's understanding of project and statutory requirements and implementation at site level and need for completion of work where time is essence within five months. Bidder can mention details as required for clear understanding and can mention details like i) Specific Location experience ii) Scale of projects iii) Dedicated feeder distance covered in a project)	
2	Documentation on past work done	
2a	"A" Grade license to execute the works at Chennai	

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2b	Experience in the field	
	No. of electrical sub stations / cable laying from 11 KV upto 33 KV <= 2	
	No. of electrical sub stations / cable laying above 110 KV executed > 2	
	Other industry experience	
	Total Score of Part - A, B and C	

Scoring Matrix: Bidders scoring a minimum of **70%** marks in the scoring matrix would be eligible for the Bidder evaluation. If there are any changes in the BOM, bidders are expected to share the updated BOM with commercials to IT procurement and BOM without commercials to business user team within 3 days, bidders who do not share the BOM within 3 days will be disqualified.

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

7.4. Evaluation of Commercial Bids:

NPCI reserves the right to discover the lowest price through the Reverse Auction & may be further deliberated through PDC if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call technical qualified bidders for price discussion and declare the successful bidder through Price discussion method instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise shall be communicated to technically qualified bidders. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction have been published on NPCI's website i.e. www.npci.org.in

7.5. Selection of bidder:

The bidder with lowest commercial bid identified through reverse auction process or price discussion method as the case maybe will be declared as the successful bidder and will be called L1 bidder for the required quantity. 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.

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Section 8 - Terms and Conditions

8.1. Notification of Award / Purchase Order

After evaluation and selection of the bidder, as given in Clause 7.4 & 7.5, NPCI will send Notification of Award / Purchase Order to the selected Bidder after obtaining internal approvals and prior to expiration of the period of Bid validity. Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

8.2. Term of the Order

The term of the Notification of Award/Purchase Order shall be for a period of 1 year wherein the price of the deliverables as specified in the RFP would be at a fixed rate.

8.3. Acceptance Procedure

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

8.4. Taxes and Duties

- All taxes deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments.
- Prices shall be exclusive of all taxes.
- The bidder shall meet the requirements of applicable Goods & Services Tax (GST)

8.5. Key Deliverables

EB Execution works: Preparation & submission of applications 33kV HT service connection of 2mVA demand for secondary source (Shared / Dedicated feeder) from substation, Liaisoning with EB for getting Load sanction, carrying out all works in compliance to electricity board standards and Availing EB supply, metering & all necessary co-ordination upto completion of the project.

8.6. Delivery schedule

Permanent power: Establishing 2 mVA power at site within 5 months from the date acceptance of PO

8.7. Delivery Address:

CHENNAI

National Payments Corporation of India,
No. 6/D-6, SIPCOT IT Park, SIPCOT Industrial Estate,
Siruseri, Egattur Village, Chennai – 103.

8.8. Penalty for default in delivery

If the successful bidder does not deliver & implement the solution as per the above delivery schedule, or such authorized extension of delivery period as may be permitted in writing by NPCI, NPCI shall impose a penalty as given below:

- Non Delivery of above at NPCI - at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.
- The bidder shall be responsible for the commencement of the Work after the acceptance of the Purchase Order (PO) within one month and if the work is not started without valid reason as per NPCI the penalty is applied at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the commencement period of one month, subject to a maximum of 5%. Further NPCI reserves the right to cancel the Purchase Order.
- In case the delay exceeds 10 days beyond the stipulated delivery period of RFP, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI
- Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

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8.9. Payment Terms:

Sr. No.	Payment	% of value	Amount payable (Rs.)
	For Substation work & cable laying works		
1	Payment shall be released after Supply & deliver of materials	70%	
2	Payment shall be released after installation	20%	
3	Payment shall be released after commissioning & successful testing and after power charge at Site	5%	
4	Retention will released after all the snag points given by TANGEDCO/other statutory authorities involved are rectified to the satisfaction of the TANGEDCO	5%	
	Sub Total (A)		
	Liaisoning works -STATUTORY WORKS		
1	Coordination and getting up to switch on 33KV Secondary power source supply from TANGEDCO	100%	
2	Coordination and getting NOC from TNRDC(Tamilnadu Road Development Corporation) for carry out the Cable laying work from Sholinganallur substation to Siruseri NPCI office (NOC - Pre approvals)	50%	
3	Coordination and getting NOC from TNRDC(Tamilnadu Road Development Corporation) after the Cable laying work is completed from Sholinganallur substation to Siruseri NPCI office (NOC - Post completion approvals)	50%	
4	Coordination and getting final NOC from CMRL(Chennai Metro Rail Corporation) for carry out the Cable laying work from Sholinganallur substation to Siruseri NPCI office	100%	
5	Coordination and getting NOC from SIPCOT(State Industries Promotion Corporation of Tamilnadu) for carry out the Cable laying work from SIPCOT Entrance to Siruseri NPCI office - (NOC - Pre approvals)	50%	
6	Coordination and getting NOC from SIPCOT(State Industries Promotion Corporation of Tamilnadu) after the Cable laying work is completed from SIPCOT Entrance to Siruseri NPCI office - (NOC - Post completion approvals)	50%	
7	Coordination and getting final NOC from any other related authority (Before starting of work, During execution of work and after completion of works). Bidder needs to confirm on the additional statutory approvals is being acquired before carrying out this works. Post completion NOC needs to be submitted from all authorities. Like Police & Traffic ,Metrowater & PWD ,etc.,	100%	
8	Co-ordination with CEIG for obtaining safety certificate	100%	
9	Any other additional/Miscellaneous items to be considered by bidder and provide commercial separately	100%	
	Sub Total (B)		
	AMC WORKS FROM 1st to 5th YEAR(Quarterly in Arrears)		
1	AMC from 1 st Year - Preventive maintenance (Quarterly) or incidental failure of all the equipment with required manpower for rectification including out of pocket expenses (Spare parts at actuals).	LS	
2	AMC from 2 nd Year - Preventive maintenance (Quarterly) or incidental failure of all the equipment with required manpower for rectification including out of pocket expenses (Spare parts at actuals).	LS	
3	AMC from 3 rd Year - Preventive maintenance (Quarterly) or incidental failure of all the equipment with required manpower for rectification including out of pocket expenses (Spare parts at actuals).	LS	

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4	AMC from 4 th Year - Preventive maintenance (Quarterly) or incidental failure of all the equipment with required manpower for rectification including out of pocket expenses (Spare parts at actuals).	LS	
5	AMC from 5 th Year - Preventive maintenance (Quarterly) or incidental failure of all the equipment with required manpower for rectification including out of pocket expenses (Spare parts at actuals).	LS	
	Sub Total (C)		
Grand Total Amount (D) = (A+B+C)			

Above payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized NPCI official.

8.10. Confidentiality

The Bidder shall 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 N hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, bidder shall use all reasonable endeavors to assist NPCI 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 3 years from the date of disclosure of such Confidential Information.

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

8.11. 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, etc.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify NPCI, provided NPCI promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.

8.12. Bidder's Liability

The selected Bidder will be liable for all the deliverables. 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. The Bidder's liability in case of claims against NPCI resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be as per court awarded damages.

8.13. Obligations of the Bidder

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties. **Prohibition of Conflicting Activities:** The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under this RFP.

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8.14. 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;

Delay in initiating the works beyond the two months without assigning any valid reason after the acceptance of Purchase Order or,

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.

8.15. Termination of Purchase Order/Contract

For Convenience: NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three months' prior notice. The notice of termination may 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. NPCI may consider request of the bidder for pro-rata payment till the date of termination.

For Insolvency: NPCI at any time may 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 repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI). The successful bidder is also liable for the supply of faulty cables and poor workmanship during the execution of the works required for Project.

8.16. Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.
- NPCI may make such prorated payment for services rendered by the Bidder and accepted by NPCI at the sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtains discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.
- Default of Contractor in compliance: In case of default on the part of the bidder in carrying out such order within mutually agreed time, NPCI shall be entitled to appoint and pay other bidder/persons (third party) to carry out the same works and all expenses consequent thereon or incidental thereto shall be at the bidder's cost and may be deducted by NPCI from any monies due to or which may become due to the bidder.

**Request for Proposal to
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8.17. Force Majeure

Force Majeure shall mean war, strike, hostility acts of public enemy, civil commotion, sabotage, fires, flood explosion, epidemics, pandemics and acts of God/natural calamities such as fire, flood earthquake and hurricane or any operation of the forces of nature that the Parties could not foresee, or reasonably make provision for or insure against the same.

b) Payment in the event of force majeure

If a war, or other circumstances outside the control of both parties, arises/continues after the contract is made so that either party is prevented from fulfilling his contractual obligations, or under the law governing the contract, the parties are released from further performance, then NPCI shall pay only such amounts which is due and payable to the Contractor for the works done by the Contractor.

c) The Contractor shall give a notice to the NPCI the Contractor's intention to make a claim for an extension of time within 14 (Fourteen) days of the circumstances for such a claim becoming known to the Contractor. The notice shall be followed as soon as possible by the claim with full supporting details.

d) NPCI may at its sole discretion grant such extension of time for completion as may be reasonable and justified. NPCI shall notify the Contractor accordingly

8.18. 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 successful Bidder shall make every effort to resolve amicably by direct informal negotiation; any disagreement or dispute arising between them under or in connection with this RFP.

If, however, NPCI and successful Bidder are not able to resolve them, following dispute resolution mechanism shall be applied:

1. In case of Dispute or difference arising between NPCI and the successful Bidder relating to any matter arising out of or connected with this RFP, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the successful Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the successful 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 NPCI and Successful Bidder. The cost and expenses of Arbitration proceedings will be paid as determined by mutual chosen third Arbitrator. 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.
5. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

8.19. 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 RFP, 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 RFP 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 RFP, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless,

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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.

8.20. 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. Bidder indemnifies and shall keep NPCI indemnified from any of such claims/ losses/ damages and demands by any of its personnel, if any, raised on NPCI.

8.21. 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 this RFP 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 this RFP, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.22. 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.

8.23. No Damage of NPCI Property or any other property

Bidder shall ensure that there is no loss or damage to the property of NPCI nor any state government or local area property while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.

8.24. 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.

8.25. Governing Language

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

8.26. Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director& CEO

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)

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Section 9 - Documents forms to be put in Envelope A

Annexure A-1 Bidder's Letter for EMD

To

The Chief Executive Officer
National Payments Corporation of India,
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Subject: RFP No. NPCI/2023-24/DC/019/ dated .08.2023 "Request for Proposal to Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai"

.

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._____ (Rupees _____). This EMD is as required by clause5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Request for Proposal to
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Annexure A-2 Bid Security (Bank Guarantee)

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

National Payments Corporation of India: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under RFP No.

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, because the Bidder:

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

This guarantee will expire:

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

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

[Signature]

**Request for Proposal to
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Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To
The Chief Executive Officer
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Dear Sir,

Subject: RFP No. NPCI/2023-24/DC/019/ dated .08.2023 "Request for Proposal to Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai"

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

Until a formal contract is prepared and executed with the selected bidder, 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.

**Request for Proposal to
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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 (EMD) 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. _____ (Rs. _____ only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

**Request for Proposal to
Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning
of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai**

Annexure C Bidder Information
(Bidder's Letter Head)

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
5	Permanent Account Number (PAN)			
6	MSME			
7	Goods & Services Tax (GST) Registration Numbers			
8	City			
9	State			
10	Pin Code / State Code			
11	GSTIN Number			
12	HSN Number			
13	Name & Designation of the contact person to whom all references shall be made regarding this tender			
14	Telephone No. (Cell # and Landline # with STD Code)			
15	E-Mail of the contact person:			
16	Fax No. (with STD Code)			
17	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
18	Year	2020-21	2021-22	2022-23
19	Net worth			
20	Turn Over			
21	PAT			

Dated this..... Day of.....2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Request for Proposal to
Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning
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**Annexure D - Declaration for Clean Track Record
(Bidder's Letter Head)**

To

The Chief Executive Officer
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Sir,

RFP No. NPCI/2023-24/DC/019/ dated .08.2023 "Request for Proposal to Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai"

I have carefully gone through the Terms & Conditions contained in the RFP document to engage the Consultants/contractors to establish Permanent Power for proposed Smart Data Centre at Chennai - RFP No. hereby declare that my company has not currently been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

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

**Request for Proposal to
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of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai**

**Annexure E - Declaration for Acceptance of RFP Terms and Conditions
(Bidder's Letter Head)**

To

The Chief Executive Officer
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Dear Sir,

RFP No. NPCI/2023-24/DC/019/ dated .08.2023 "Request for Proposal to Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai"

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor to establish permanent power for NPCI Smart Data Center at Chennai - RFP No. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Request for Proposal to
Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning
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**Annexure F - Declaration for Acceptance of Scope of Work
(Bidder's Letter Head)**

To

The Chief Executive Officer
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051

Sir,

RFP No. NPCI/2023-24/DC/019/ dated .08.2023 "Request for Proposal to Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai"

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for Request for Proposal to establish permanent power for NPCI Smart Data Center at Chennai -. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

**Request for Proposal to
Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning
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Annexure G - Format Power of Attorney
(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (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 **“Request for Proposal to Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai”. RFP. No. NPCI/2023-24/DC/019/ dated .08.2023** in response to the RFP 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 _____ 2023.
For _____.

(Signature)

(Name Designation and Address)

Accepted

(Signature)

(Name Designation)

Date:

Business Address:

**Request for Proposal to
Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI
Smart Data Center at Chennai**

Annexure H - Eligibility Criteria Compliance
(Bidder's Letter Head)

Eligibility Criteria				
Sr. No.	MSME	Other than MSME	Compliance Yes/No	Documentary proof to be attached
1	<p>The bidder is a Company registered under the Companies Act/ Partnership Act / LLP at least since last three (3) calendar or financial years or more.</p> <p>c) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least two (2) calendar or financial years as on date of submission of the bid.</p> <p>In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least two (2) calendar or financial years as on the date of submission of bid.</p>	<p>The bidder is a Company registered under the Companies Act/ Partnership / LLP at least since last five (5) calendar or financial years.</p> <p>b) In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least five (5) calendar or financial years as on date of submission of the bid.</p> <p>c) In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least five (5) calendar or financial years as on the date of submission of bid.</p>		<p>1. Certificate of incorporation</p> <p>2. MSME registration certificate (if applicable)</p>
2	<p>The bidder should have reported minimum annual turnover of 2 times of estimated RFP value and should have reported profits (profit after tax) as per audited financial statements in at least 2 out of last 3 financial years (years shall be changed according to date of release of RFP). (i.e. 2020-2021,2021-2022 and 2022-2023)</p> <p>In case audited financial statements for 2022-2023 are not ready, then management certified financial statement shall be considered for 2022-2023; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past</p>	<p>The bidder should have reported minimum annual turnover of 3 times of estimated RFP value in each of the last 3 financial years and should have reported profits (profit after tax) as per audited financial statements in last 3 financial years (years shall be changed according to date of release of RFP). (i.e. 2020-2021,2021-2022 and 2022-2023)</p> <p>In case audited financial statements for 2022-2023 are not ready, then management certified financial statement shall be considered for 2022-2023; however, this exception is not available in case of previous financial years.</p> <p>In case the bidder is the result of a merger or acquisition or demerger or hive off, due consideration shall be given to the past</p>		Standalone financial Audited balance sheets & Profit /loss statement
				Signed Statutory Auditor's Report
				Notes to Accounts and Schedules forming part of accounts to be submitted.

**Request for Proposal to
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	financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.	financial results of the merging entity or demerged entity as the case may be for the purpose of determining the minimum annual turnover for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 2 financial years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.		Complete financial statements duly signed / approved by Auditor
3	<p>Period of operations in required domain: Minimum 3 years preceding the bid participation and preferably three or more projects executed in any of the last five years of similar capacity involving work of supply installation commissioning and testing of electrical power supply in Tamil Nadu or any other state and convergent with the rules and regulations of TANGEDCO and other state bye-laws.</p> <p>The Bidder should provide documentation to support such projects undertaken in the last five years anywhere in India.</p>	<p>Period of operations in required domain: Minimum 3 years preceding the bid participation and preferably three or more projects executed in any of the last five years of similar capacity involving work of supply installation commissioning and testing of electrical power supply in Tamil Nadu or any other state and convergent with the rules and regulations of TANGEDCO and other state bye-laws.</p> <p>The Bidder should provide documentation to support such projects undertaken in the last five years anywhere in India</p>		Self-declaration to be provided by SI along with customer references
4	The Bidder should not be currently blacklisted by any Bank or institution in India or abroad	The Bidder should not be currently blacklisted by any Bank or institution in India or abroad		Declaration letter from the bidder as per Annexure D

Dated this..... Day of.....2023

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

**Request for Proposal to
Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI
Smart Data Center at Chennai**

Annexure I - Client Reference

(Bidder's Letter Head)

Sr.No	Particulars	Details
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

**Request for Proposal to
Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI
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Annexure – J Technical Compliance

Sl.No	Description of Works	Compliance yes/no	Remarks
A	SUB STATION WORKS & CABLES WORKS		
1	SITC of Substation works as per TANGEDCO standards		
a	Supply & installation of 33 KV VCB Indoor Panel (including Breaker 1250A, 25KA – 1Nos ,33KV /110PT 0.2S CLASS ,CT AS PER TANGEDCO requirements, protection relays)		SITC is applicable
b	Bus - Adapter(Fabrication of Box with powder coating and copper busbar for linking the existing breaker bus with new type breaker bus)		SITC is applicable
c	Earth pit & related earthing works as per TANGEDCO substation requirements		SITC is applicable
d	Control Cable works as per TANGEDCO substation requirements		SITC is applicable
B			
1	Supply, Laying, Testing and commissioning of of 33 KV 3R X1COREX 630 sqmm cable as per EB standard (IS:7098-part-2-2011 as amended upto date, cable type A2Wa2Y, voltage grade 19/33Kv(E)) with all accessories as required(the qtys is inclusive of 3Runs & Spl clamp for fixing of cable wherever required) Make-Polycab/KEI/Finolex		SITC is applicable
2	Charges for arranging inspection of cable for 5 persons, at Manufacturer's point for witnessing testing (FAT) the cable as per TANGEDCO standard/norms.		SITC is not applicable
3	Drilling , Reaming for 33KV Cable (3Nos.) using Trenchless Technology Method at a depth of about 1.5m or more (As per TANGEDCO standards/norms) by using directional drilling unit equipped with automated pipe handling system (Horizontal Directional Drilling Machine), using bentonite mud mixing system and all necessary accessories using pulling the cable carefully without damaging other service like telephone, internet cables, water pipes etc., installation including cost of pipe, hire charges for all the accessories and equipment etc. taking the necessary drive pit for drilling & laying the cable, remove the excavated earth and refilling the same in well compaction. The rate quoted for including the charge of GPR (Ground Penetrating radar) Survey for identifying the existing utility in the proposed bore path. (opening & closing). Bidder needs to ensure that adequate HDD machines (minimum four nos. or more) should be deployed at various locations to speedup up the work.		SITC is applicable
4	Supply, Laying of HDPE pipe (suitable size for 1c x 630sqmm HT cable 33kv)		SITC is applicable
5	Excavation of cable trench 33KV 1COREx630 SQMM(3 RUNS cables) sq. mm 33 KV XLPE UG cable by means of winch over rollers provided by contractor using open cut or laying in duct .,complete		SITC is applicable
6	Supply and erection of straight through Heat shrinkable 33KV outdoor type 1X630 Sq.mm Cable joint kit including cost of all materials lead ,lift, erection and testing etc., complete		SITC is applicable
7	Supply and erection of Heat shrinkable 33KV indoor type 1X630 Sq.mm Cable termination kit including cost of all materials lead ,lift, erecting and testing etc., complete.(MAKES – Raycham,3M)		SITC is applicable

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8	Supply and erection of Heat shrinkable outdoor type 1X630 Sq.mm Cable termination kit including cost of all materials lead ,lift, erecting and testing etc., complete. (MAKES – Raycham,3M)		SITC is applicable
9	Supplying & Erection of double pole structure with 33KV B switch & 33KV LAS (provision for 33KV UG cable 1X630 sqmm) including cost of all materials, such as bus bar arrangement, lead, lifting,fixing and termination of cables (In and Out) both ends, and commissioning etc.,		SITC is applicable
10(a)	Casting and placing of RCC offset slab (cable route indication slab) of size 750x750x60 mm casting in RCC 1:3:6 using 12 to 20 mm HBG metal with necessary reinforcement, piling, shuttering, curing, transport from cast yard to various locations & fixing the slab along 33 KV cable. (a)Cable route marker for every 100m (engraving TANGEDCO Power Cable)		SITC is not applicable
10(b)	(b) Cable joint location marker (engraving TANGEDCO Cable Joint)		SITC is not applicable
11	Supply & Laying RCC cover slab(60cmx40cmx5cm) including cost of slab, stenciling and laying carefully as directed by the Engineer including cost of all materials, labour, leads, lift etc., complete as per TANGEDCO standard		SITC is not applicable
12	Supply, Installation, testing and commissioning of metering cubicle along with CT/PT,TVM and required accessories duly tested and approved makes as per EB standards.		SITC is applicable
13	SITC of 33KV HT static trivector meter 110/5A (ABT Meter) and test terminal box		SITC is applicable
14	Electrical & Mechanical interlock in RMG panel existing incomer & New incomer(as per TANGEDCO requirements)		SITC is applicable
C	STATUTORY WORKS		SITC is applicable
15	Coordination and getting up to switch on (charging the power) 33KV Secondary power source supply from TANGEDCO		SITC is not applicable
16	Coordination and getting final NOC from TNRDC(Tamilnadu Road Development Corporation) for carry out the Cable laying work from Sholinganallur substation to Siruseri NPCI office		SITC is not applicable
17	Coordination and getting final NOC from CMRL(Chennai Metro Rail Corporation) for carry out the Cable laying work from Sholinganallur substation to Siruseri NPCI office		SITC is not applicable
18	Coordination and getting final NOC from SIPCOT(State Industries Promotion Corporation of Tamilnadu) for carry out the Cable laying work from SIPCOT Entrance to Siruseri NPCI office		SITC is not applicable
19	Coordination and getting final NOC from any other related authority (Before starting of work, During execution of work and after completion of works) . Bidder needs to confirm on the additional statutory approvals is being acquired before carrying out this works. Post completion NOC needs to be submitted from all authorities. Like Police & Traffic ,Metrowater & PWD ,etc.,		SITC is not applicable
20	Co-ordination with CEIG for obtaining safety certificate		SITC is not applicable
D	AMC WORKS (after first year) FROM 3rd to 5th YEAR		
21	Scope of AMC from 3rd to 5th Years - Preventive maintenance of all the equipment with required manpower (SITC is not applicable

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22	Any other additional/Miscellaneous items to be considered by bidder and provide commercial separately		SITC is not applicable
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(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

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Section 10 - Documents to be put in Envelope 'B'

**Annexure K–Commercial Bid Form
(Bidder's Letter Head)**

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

Re: RFP No. NPCI/2023-24/DC/019/ dated .08.2023 for "Request for Proposal to Engage Contractor for Liaisoning and to obtain Permissions, Supply, Installation, Testing and Commissioning of 33kv Secondary Source Permanent Power for NPCI Smart Data Center at Chennai".

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

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

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

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

Dated this..... Day of.....2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Request for Proposal to
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Annexure L –Commercial Bid Details

(Bidder's Letter Head)

S.NO	DESCRIPTION	AMOUNT
1	33KV SUB STATION WORKS & CABLE WORKS	
2	STATUTORY WORKS	
3	AMC after 3rd year to 5th Year (on actuals on call basis)	
	Total (Exclusive of taxes)	

(Amount in Rs)

All prices are exclusive of taxes.

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**Annexure M–Commercial Bid Form
(Bidder's Letter Head)**

Sl.No	Description of Works	Unit	Quantity	Supply		Installation		Testing & Commissioning	
A	SUB STATION WORKS & CABLES WORKS			Rate	Amount	Rate	Amount	Rate	Amount
1	SITC of Substation works as per TANGEDCO standards	Nos	1						
a	Supply & installation of 33 KV VCB Indoor Panel (including Breaker 1250A, 25KA – 1Nos ,33KV /110PT 0.2S CLASS ,CT AS PER TANGEDCO requirements, protection relays)	Nos	1						
b	Bus - Adapter(Fabrication of Box with powder coating and copper busbar for linking the existing breaker bus with new type breaker bus)	Ls	1						
c	Earth pit & related earthing works as per TANGEDCO substation requirements	Ls	1						
d	Control Cable works as per TANGEDCO substation requirements								
B									
1	Supply, Laying, Testing and commissioning of of 33 KV 3R X1COREX 630 sqmm cable as per EB standard (IS:7098-part-2-2011 as amended upto date, cable type A2Wa2Y, voltage grade 19/33Kv(E)) with all accessories as required(the qty is inclusive of 3Runs & Spl clamp for fixing of cable wherever required) Make- Polycab/KEI/Finolex	Meters	35000						
2	Charges for arranging inspection of cable for 5 persons, at Manufacturer's point for witnessing testing (FAT) the cable as per TANGEDCO standard/norms.	Ls	1						
3	Drilling , Reaming for 33KV Cable (3Nos.) using Trenchless Technology Method at a depth of about 1.5m or more (As per TANGEDCO standards/norms) by using directional drilling unit equipped with automated pipe handling system (Horizontal Directional Drilling Machine), using bentonite mud mixing system and all necessary accessories using pulling the cable carefully without damaging other service like telephone, internet cables, water pipes etc., installation including cost of pipe, hire charges for all the accessories and equipment etc. taking the necessary drive pit for drilling & laying the cable, remove the excavated earth and refilling the same in well compaction. The rate quoted for including the charge of GPR (Ground Penetrating radar) Survey for identifying the existing utility in the proposed bore path. (opening & closing). Bidder needs to ensure that adequate HDD machines (minimum four nos. or more) should be deployed at various locations to speedup up the work.	Meters	35000						

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4	Supply, Laying of HDPE pipe (suitable size for 1c x 630sqmm HT cable 33kv)	Mtrs	35000						
5	Excavation of cable trench 33KV 1COREx630 SQMM(3 RUNS cables) sq. mm 33 KV XLPE UG cable by means of winch over rollers provided by contractor using open cut or laying in duct .,complete	Meters	2000						
6	Supply and erection of straight through Heat shrinkable 33KV outdoor type 1X630 Sq.mm Cable joint kit including cost of all materials lead ,lift, erection and testing etc., complete	Nos	90						
7	Supply and erection of Heat shrinkable 33KV indoor type 1X630 Sq.mm Cable termination kit including cost of all materials lead ,lift, erecting and testing etc., complete.(MAKES – Raycham,3M)	Nos	10						
8	Supply and erection of Heat shrinkable outdoor type 1X630 Sq.mm Cable termination kit including cost of all materials lead ,lift, erecting and testing etc., complete. (MAKES – Raycham,3M)	Nos	30						
9	Supplying & Erection of double pole structure with 33KV B switch & 33KV LAS (provision for 33KV UG cable 1X630 sqmm) including cost of all materials, such as bus bar arrangement, lead, lifing.fixing and termination of cables (In and Out) both ends, and commissioning etc.,	Sets	4						
10(a)	Casting and placing of RCC offset slab (cable route indication slab) of size 750x750x60 mm casting in RCC 1:3:6 using 12 to 20 mm HBG metal with necessary reinforcement, piling, shuttering, curing, transport from cast yard to various locations & fixing the slab along 33 KV cable. (a)Cable route marker for every 100m (engraving TANGEDCO Power Cable)	M3	5						
10(b)	(b) Cable joint location marker (engraving TANGEDCO Cable Joint)	Nos	30						
11	Supply & Laying RCC cover slab(60cmx40cmx5cm) including cost of slab, stenciling and laying carefully as directed by the Engineer including cost of all materials, labour, leads, lift etc., complete as per TANGEDCO standard	Nos	250						
12	Supply, Installation, testing and commissioning of metering cubicle along with CT/PT,TVM and required accessories duly tested and approved makes as per EB standards.	Set	1						
13	SITC of 33KV HT static trivector meter 110/5A (ABT Meter) and test terminal box	Nos	1						
14	Electrical & Mechanical interlock in RMG panel existing incomer & New incomer(as per TANGEDCO requirements)	Sets	1						
C	STATUTORY WORKS								
15	Coordination and getting up to switch on (charging the power) 33KV Secondary power source supply from TANGEDCO	Ls	1						

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16	Coordination and getting final NOC from TNRDC(Tamilnadu Road Development Corporation) for carry out the Cable laying work from Sholinganallur substation to Siruseri NPCI office	Ls	1						
17	Coordination and getting final NOC from CMRL(Chennai Metro Rail Corporation) for carry out the Cable laying work from Sholinganallur substation to Siruseri NPCI office	Ls	1						
18	Coordination and getting final NOC from SIPCOT(State Industries Promotion Corporation of Tamilnadu) for carry out the Cable laying work from SIPCOT Entrance to Siruseri NPCI office	Ls	1						
19	Coordination and getting final NOC from any other related authority (Before starting of work, During execution of work and after completion of works) . Bidder needs to confirm on the additional statutory approvals is being acquired before carrying out this works. Post completion NOC needs to be submitted from all authorities. Like Police & Traffic ,Metrowater & PWD ,etc.,	Ls	1						
20	Co-ordination with CEIG for obtaining safety certificate	Ls	1						
D	AMC WORKS (after first year) FROM 3rd to 5th YEAR								
21	Scope of AMC from 3rd to 5th Years - Preventive maintenance of all the equipment with required manpower (On Actuals on call basis	1						
22	Any other additional/Miscellaneous items to be considered by bidder and provide commercial separately	Ls	1						

Note:

- Cable make should be KEI / POLYCAB / FINOLEX
- Cable LUGs and GLANDs should be DOWELLS / COMET
- Termination kit should be RAYCHEM / BIRLA 3 M / M-SEAL
- Any Other MAKE / Material specifications should be confirmed with NPCI before execution
- Factory acceptance test

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**Annexure N - Non-Disclosure Agreement
NON-DISCLOSURE AGREEMENT (NDA) on Stamp paper value of Rs.600/-**

This Non-Disclosure Agreement ("**Agreement**") is made and entered on this ----- day of -----, 2023 ("**Effective Date**") between

NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporated in India under Section 25 of the Companies Act, 1956 (corresponding to Section 8 of the Companies Act, 2013) 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 _____ CIN: _____ (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

1. For purposes of this Agreement, "**Confidential Information**" means with respect to either Party, any and all information, documents, data and materials in written, representational, electronic, verbal or any 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, business, operations, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists of the Disclosing Party or its Affiliates (defined below), financial or technical or service matters or data relating to existing and new businesses or a proposed transaction, products, technology, know-how, patents, computer software and programs, employee/agent/ consultant/officer/director related personal or sensitive data of the Disclosing Party or its Affiliates and any information of the Disclosing Party or its Affiliates which might reasonably be presumed to be proprietary or confidential in nature) disclosed by the Disclosing Party to the Receiving Party pursuant to the terms of this Agreement. Without foregoing the generality of the above, the terms and existence of this Agreement, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a potential business relationship involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this Agreement.

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Article 3: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except a Party may disclose any Confidential Information to its Affiliates, its or its Affiliates' directors, officers, employees or advisors ("Representatives") only on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the Purpose; provided that such persons have been informed of, and they have agreed to be bound by confidentiality obligations which are at least as strict as the confidentiality obligations of the Receiving Party hereunder. The Receiving Party agrees that it shall be solely and entirely responsible for any breach of the terms of this Agreement by itself, or by its Representatives. For the purpose of this Agreement, Affiliates shall mean, with respect to a Party, any other entity which directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies (whether through ownership or voting securities by contract 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. Receiving Party shall, under no circumstances, decompile, disassemble or in any manner reverse engineer, either on its own or through any other third party, any Confidential Information provided to it by the Disclosing party hereunder.
4. All Confidential Information is provided by the Disclosing Party "as is" without any express or implied representation or warranty as to the accuracy or completeness of the 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. The Disclosing Party assumes no responsibility for any loss or damages which may be suffered by the Receiving Party, its customers or any third parties on account of or arising from the Confidential Information.

Article 4: OWNERSHIP AND NO LICENSES

All Confidential Information disclosed or made available shall be and shall remain the property of the Disclosing Party and the Disclosing Party retains all right, title, and interest in the Confidential Information. This Agreement does not obligate either Party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose off any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained in this Agreement shall be construed as creating, conveying, transferring, granting or conferring by one Party on the other Party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 5: EXCLUSIONS

The obligations set out in this Agreement shall not extend to Confidential Information that (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 Confidential Information; (iii) was known to the Receiving Party or in possession of the Receiving Party prior to its disclosure under this Agreement without the obligation to maintain confidentiality; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed pursuant to any order or direction of any statutory, regulatory or judicial authority, or to the extent necessary pursuant to applicable laws or regulations, in which case Receiving Party shall use reasonable efforts to ensure that such Confidential Information is accorded confidential treatment and give the Disclosing Party prompt written notice, where ever possible in order to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs.

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Article 6: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon expiry or earlier 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 Representatives based on the Confidential Information and promptly certify such destruction.

Article 7: INJUNCTIVE RELIEF

The Parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the Party not in breach will have no adequate remedy in money or damages and accordingly the Party not in breach shall be entitled to injunctive relief, specific performance or other equitable relief against such breach or threatened breach by the Party in breach. The Disclosing Party shall also be entitled to claim or recover from the Receiving Party any losses, damages, costs and expenses suffered/incurred by the Disclosing Party as a result of the breach by the Receiving Party or its Representatives of any obligations hereunder.

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

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 and the rules framed thereunder. The arbitral tribunal shall comprise of a sole arbitrator appointed as mutually agreed between the Parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitral tribunal comprising of three arbitrators, out of which one arbitrator to be appointed by each Party and the said two arbitrators shall appoint the third arbitrator who shall act as a presiding arbitrator. The seat of arbitration shall be Mumbai, India. The proceedings of arbitration shall be conducted in the English language. The award passed by the arbitral tribunal 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 subject to Article 10 above, the jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

This Agreement shall remain valid from the effective date until the Parties mutually terminate this Agreement. Either Party may terminate this Agreement by giving the other Party a prior written notice of thirty (30) days. The obligations of each Party hereunder will continue and be binding irrespective of the termination of this Agreement for a period of five (5) years after expiry or earlier termination of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe patent, copyrights or otherwise discuss or make reference to other Party in any notices to third

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parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without other Party's prior written consent.

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 indemnify, defend and hold the Disclosing party harmless against losses, damages, claims and actions 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. This Agreement and the confidentiality obligations contained herein supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Unless and until a definitive Agreement with respect to the Purpose or any related transaction involving the Parties has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters expressly agreed to herein.
4. Each Party represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party. The Parties further agree not to disclose or to use on behalf of the other Party any confidential information belonging to any third party, unless sufficient written authorization from the third party is provided.
5. If any provision of this Agreement is deemed or held by a court of competent jurisdiction, to be contrary to law or otherwise unenforceable, it shall be enforced to the extent legally permissible and as necessary to reflect the intent of the Parties and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
6. Each Party represents and warrants that it is complying with, and undertakes that it shall continue to comply with, all the applicable data protection, privacy and information technology laws and policies of the jurisdictions applicable to it in the course of receiving, handling and processing personal data in connection with or for the purpose of this Agreement, which obligations shall continue to apply as long as it is receiving or is possession of such personal data.
7. This Agreement may only be amended by a writing executed by duly authorised representatives of the Parties hereto.
8. Any breach of any provision of this Agreement by a Party hereto shall not affect the other Party's non-disclosure and non-use obligations under this Agreement.

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

NATIONAL PAYMENTS CORPORATION OF INDIA	COMPANY NAME
By:	By:
Name:	Name:
Designation:	Designation: