



# **REQUEST FOR QUOTATION FOR SUPPLY, DELIVERY AND INSTALLATION OF MODULAR WORKSTATION AT BKC, MUMBAI**

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**RFQ Reference Number: NPCI:RFQ:2014-15/024 Dated: 12<sup>th</sup> Dec 2014**

**National Payments Corporation of India**

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

Bandra Kurla Complex, Bandra (East),

Mumbai – 400 051.

Tel: +91-022-26 57 31 50 Fax: +91-022 – 26 57 10 01

Website: [www.npci.org.in](http://www.npci.org.in)

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## **Disclaimer**

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

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

## **Important Detail about RFQ**

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

## **Checklist**

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

1. Both the Eligibility Criteria Response Bid and Commercial Bids prepared in accordance of the RFQ document.
2. Envelope 'A' Eligibility Criteria Response Bid.
3. Envelope 'B' Commercial bid.
4. Copy of this RFQ document duly sealed and signed/stamped by the authorized signatory on every page.
5. All the pages of Eligibility Criteria Response and Commercial Bid duly sealed and signed by the signatory.

6. All relevant certifications, reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
7. All the pages and submitted document as part of Bid must be duly sealed and signed by the signatory.
8. Prices to be quoted in Indian Rupees (INR).

## Contents

<b>SECTION 1 – BID SCHEDULE AND ADDRESS</b>	<b>6</b>
<b>SECTION 2 – INTRODUCTION</b>	<b>7</b>
2.1 ABOUT NPCI:	7
2.2 OBJECTIVE OF THIS RFQ:	7
2.3 SCOPE OF WORK:	7
2.4 DUE DILIGENCE	7
<b>SECTION 3 – ELIGIBILITY CRITERIA</b>	<b>8</b>
3.1 PRE-REQUISITE:	8
3.2 ELIGIBILITY CRITERIA:	8
<b>SECTION 4 – INSTRUCTION TO BIDDERS</b>	<b>9</b>
A. THE BIDDING DOCUMENT	9
4.1 DEFINITION:	9
4.2 CONTENT OF BIDDING DOCUMENT:	9
4.3 CLARIFICATIONS OF BIDDING DOCUMENTS	9
B. PREPARATION OF BID	9
4.4 BID PRICE:	9
4.5 PERIOD OF VALIDITY OF BIDS:	9
4.6 FORMAT OF BID:	9
4.7 SIGNING OF BID:	9
4.8 EARNEST MONEY DEPOSIT (EMD)	10
4.9 RETURN OF EMD	10
4.10 FORFEITURE OF EMD	10
C SUBMISSION OF BID	10
4.11 2-ENVELOPE BIDDING PROCESS:	10
4.12 CONTENTS OF THE 2 ENVELOPES:	11
4.13 BID SUBMISSION:	11
4.14 BID CURRENCY:	11
4.15 BID LANGUAGE:	12
4.16 DEADLINE FOR SUBMISSION:	12
4.17 EXTENSION OF DEADLINE FOR SUBMISSION OF BID:	12
4.18 LATE BID:	12
4.19 MODIFICATIONS AND WITHDRAWAL OF BIDS:	12
4.20 RIGHT TO REJECT, ACCEPT/CANCEL THE BID:	12
4.21 RFQ ABANDONMENT:	12
4.22 BID EVALUATION PROCESS:	12
4.23 CONTACTING NPCI:	12
<b>SECTION 5 – BID OPENING</b>	<b>13</b>
5.1 OPENING OF BIDS:	13
5.2 OPENING OF ELIGIBILITY BIDS:	13
5.3 OPENING OF COMMERCIAL BIDS:	13
<b>SECTION 6 – BID EVALUATION</b>	<b>14</b>
6.1 PRELIMINARY EXAMINATION OF ELIGIBILITY BIDS:	14
6.2 EVALUATION OF COMMERCIAL BIDS:	14
6.3 SUCCESSFUL EVALUATED BIDDER:	15
<b>SECTION 7 – TERMS AND CONDITIONS</b>	<b>16</b>

7.1 NOTIFICATION OF AWARD: .....	16
7.2 PURCHASE ORDER: .....	16
7.3 TAXES AND DUTIES: .....	16
7.4 TERMS OF DELIVERY: .....	16
7.5 PENALTY FOR DEFAULT IN DELIVERY: .....	16
7.6 WARRANTIES: .....	17
7.7 PAYMENT TERMS: .....	17
7.8 PRICE: .....	17
7.9 PERFORMANCE BANK GUARANTEE .....	17
7.10 FORFEITURE OF PERFORMANCE BANK GUARANTEE.....	18
7.11 REPEAT ORDER: .....	18
7.12 INSTALLATION .....	18
7.13 BIDDER'S LIABILITY .....	18
7.14 LIQUIDATED DAMAGES .....	18
7.15 INDEMNITY.....	18
7.16 FORCE MAJEURE:.....	19
7.17 TERMINATION OF CONTRACT .....	19
7.18 CONFIDENTIALITY .....	19
<b>SECTION 8 DOCUMENTS/ FORMS TO BE PUT IN ENVELOPE 'A'</b> .....	<b>21</b>
8.1 ANNEXURE A1- BIDDER'S LETTER FOR EMD (DEMAND DRAFT) .....	21
8.2 ANNEXURE A2 – EMD (BANK GUARANTEE) .....	22
8.3 ANNEXURE B - BID OFFER FORM (WITHOUT PRICE).....	23
8.4 ANNEXURE C – BIDDER'S INFORMATION.....	25
8.5 ANNEXURE D – ELIGIBILITY CRITERIA MATRIX .....	26
8.6 ANNEXURE E – DECLARATION REGARDING CLEAN TRACK BY BIDDER .....	27
<b>SECTION 9 DOCUMENTS/ FORMS TO BE PUT IN ENVELOPE 'B'</b> .....	<b>28</b>
9.1 ANNEXURE F – PRICE FORMAT “TO BE PUT IN ENVELOPE ‘B’” .....	28
9.2 ANNEXURE G – COMMERCIAL BID FORM “TO BE PUT IN ENVELOPE ‘B’” .....	32
9.3 ANNEXURE H - BID SECURITY (PERFORMANCE BANK GUARANTEE) .....	33
<b>SECTION 10 ANNEXURE I: ADVANCE PAYMENT BANK GUARANTEE .....</b>	<b>35</b>
<b>SECTION 11 ANNEXURE J: NON-DISCLOSURE AGREEMENT .....</b>	<b>37</b>

## Section 1 – BID Schedule and Address

S.No.	Description	
1	Name of Project	RFQ for Supply, Delivery and Installation of Modular Workstation
2	Tender Reference Number	NPCI:RFQ:2014-15/24 dated 12 <sup>th</sup> December 2014
3	Date of Commencement of Bidding Document	12 <sup>th</sup> December 2014
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	17 <sup>th</sup> December 2014
	Date of Pre-Bid meeting	Not applicable
5	Last date and time for Submission of Bids	22 <sup>nd</sup> December 2014; 1600 hrs.
6	a) Date and time of Eligibility Bid Opening b) Date and Time of Commercial Bid Opening	22 <sup>nd</sup> December 2014; 1700 hrs.  Will be informed to the qualified Bidders under Eligibility Criteria
7	Place of Bid Submission and Opening of Bids	National Payments Corporation of India, C-9, 8th floor, Reserve Bank of India Premises, Bandra Kurla Complex, Bandra East, Mumbai 400 051
8	Name and Address for communication	<b>MD&amp;CEO</b> <b>National Payments Corporation of India</b> <u><a href="#">C-9, 8<sup>th</sup> floor, Reserve Bank of India Premises,</a></u> <u><a href="#">Bandra Kurla Complex,</a></u> <u><a href="#">Bandra East,</a></u> <u><a href="#">Mumbai 400 051</a></u>
9	Bid Related Queries	Mr. Deepak Ramakrishnan Email id: <u><a href="mailto:deepak.ramakrishnan@npci.org.in">deepak.ramakrishnan@npci.org.in</a></u>
10	Bid Cost	Nil
11	EMD	Rs 50,000/-

Note: 1) Bids will be opened in the presence of the Bidders' representative who chooses to attend.

2) Date and Time of Commercial Bid Opening will be intimated later.

3) Commercial bid opening will be informed to the bidders qualified after eligibility

## Section 2 – Introduction

### 2.1 About NPCI:

National Payments Corporation of India (NPCI) is a registered company under Section 25 of the Companies Act, 1956 with its Registered Office at C-9, 8<sup>th</sup> Floor, RBI Premises, Bandra-Kurla Complex, Bandra (East) Mumbai - 400 051, India. NPCI is promoted by 10 banks in India under the aegis of the Indian Banks Association with majority shareholding by Public Sector Banks.

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

### 2.2 Objective of this RFQ:

National Payments Corporation of India proposes to procure new modular workstation for their upcoming corporate office at Bandra Kurla Complex, Mumbai.

### 2.3 Scope of Work:

- 2.3.1** Supply, delivery and installation of complete modular workstation for its upcoming office at 1001 A, 10<sup>th</sup> floor, The Capital, Bandra Kurla Complex, Bandra East, Mumbai.
- 2.3.2** Coordinate with the fitout contractor for the installation of modular workstations at 1001 A, 10<sup>th</sup> floor, The Capital, Bandra Kurla Complex, Bandra East, Mumbai
- 2.3.3** Specifications of the modular workstations are mentioned in the document.
- 2.3.4** All necessary shop drawings, line marking on site and supply of samples of material, laminate etc. shall be in the scope of the successful bidder. The shop drawings need to be approved by NPCI.

### 2.4 Due Diligence

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

## Section 3 – Eligibility Criteria

### 3.1 Pre-requisite:

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

### 3.2 Eligibility Criteria:

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

- 3.2.1** The Bidder should be a Company either registered under the Companies Act, 1956 or a Proprietary or a Partnership firm.
- 3.2.2** All modular workstations or their components must confirm to the following international standards with respects to safety, strength, design namely BIFMA, CQC, IQNET, UL, CAS, and should be LEED certified. The Bidder shall be LEED certified and must confirm to at least three out of five remaining international standards. The Bidder should either be manufacturer of modular workstations or should be an authorized franchise operating on behalf of the parent company / manufacturer and having a registered office in India. (The bidder should provide all necessary supporting documents to substantiate the above respective claims.)
- 3.2.3** The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad. The bidder should provide declaration to this effect on their company's letterhead
- 3.2.4** The Bidder should provide reference of 2 (two) clients who have procured modular workstations from them during last two financial or calendar years.



## Section 4 – Instruction to Bidders

### A. The Bidding Document

#### 4.1 Definition:

1. RFQ shall mean Request for Quotation
2. Bid, Tender and RFQ are used to mean the same.
3. Goods, equipment, modular workstations, workstations are used to mean the same.

#### 4.2 Content of Bidding Document:

The Bid shall be in 2 separate envelopes, Envelope A, and B. The contents of the Envelopes are mentioned in clause 4.12

#### 4.3 Clarifications of Bidding Documents

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

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

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

### B. Preparation of Bid

#### 4.4 Bid Price:

Prices should include all cost including all taxes, duties levies, whatsoever except VAT and Octroi. Octroi shall be paid at actuals. Original Octroi receipt in the name of NPCI to be submitted for payment of Octroi charges. VAT must be separately mentioned as provided in the commercial bid.

#### 4.5 Period of Validity of Bids:

Bids shall remain valid for a period of 90 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

#### 4.6 Format of Bid:

The Bidders shall prepare one hard copy (marked as 'ORIGINAL') of the Bid.

#### 4.7 Signing of Bid:

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

## 4.8 Earnest Money Deposit (EMD)

**4.8.1** The Bidder shall submit Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty thousand only) in the form of a Demand Draft / Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 120 days, as per format in Annexure A1 or A2 and to be enclosed in the Eligibility bid.

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

## 4.9 Return of EMD

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

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

## 4.10 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

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

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

**4.10.3** In case of successful Bidder, if the Bidder fails to sign or accept the Notification of award/ Purchase Order within the specified date.

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

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

## C Submission of Bid

### 4.11 2-Envelope Bidding process:

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

**4.11.2** Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as ***'RFQ for Supply, Delivery and Installation of complete Modular Workstations at BKC, Mumbai.'***

**4.11.3** The inner and outer envelopes shall

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

## 4.12 Contents of the 2 Envelopes:

**4.12.1** Envelope 'A' Eligibility Criteria Response bid. The following documents shall be inserted inside Envelope A:

Document name	Annexure nos.
1. Bid Earnest Money Deposit in the form of Demand Draft - Or Bid Earnest Money in the form of Bank Guarantee	Annexure A1 - EMD/ - Annexure A2 - Bank Guarantee Format
2. Bid Offer Form (without Price)	Annexure B
3. Bidder's Information	Annexure C
4. Eligibility Criteria Matrix	Annexure D
5. Declaration Clean Track Record	Annexure E
6. RFQ document duly signed by the authorized signatory	NA
7. Manufacturer's letter in case of authorized supplier in India	NA
8. Letter of Authorization in favor of authorized signatory	NA
9. Documentation supporting the confirmation to following international standards namely BIFMA, CQC, IQNET, UL, CAS, and should be LEED certified	Scan documents confirming to International standards
10. DD/Pay Order / Bank Guarantee towards EMD	Original DD or original BG to be provided
11. Customer References	Complete name and address of the organisation and contact personnel name/ contact no and email address

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

Document name	Annexure nos.
1. Price Format	Annexure F
2. Commercial Bid Form	Annexure G
3. Performance Bank Guarantee Format	Annexure H
4. Advance Payment Bank Guarantee Format	Annexure I
5. Non-Disclosure Agreement Format	Annexure J

## 4.13 Bid Submission:

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

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

## 4.14 Bid Currency:

All prices shall be expressed in Indian Rupees only.

#### **4.15 Bid Language:**

The bid shall be in English Language.

#### **4.16 Deadline for Submission:**

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

#### **4.17 Extension of Deadline for submission of Bid:**

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

#### **4.18 Late Bid:**

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

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

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

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

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

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

**4.20.2** NPCI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. NPCI also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue

#### **4.21 RFQ Abandonment:**

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

#### **4.22 Bid Evaluation Process:**

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

#### **4.23 Contacting NPCI:**

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

## Section 5 – Bid Opening

### 5.1 Opening of Bids:

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

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

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

### 5.2 Opening of Eligibility Bids:

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

### 5.3 Opening of Commercial Bids:

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

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

## Section 6 – Bid Evaluation

### 6.1 Preliminary Examination of Eligibility Bids:

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

### 6.2 Evaluation of Commercial Bids:

- 6.2.1 NPCI reserves the right to accept any of the offers of the qualified bidders provided NPCI opines that it is most suitable from all aspects including the price and it serves NPCI's interest due to any reason.
- 6.2.2 Commercial bids of only the qualified bidders under eligibility criteria response will be opened and evaluated to identify the L1 bidder.
- 6.2.3 Arithmetic errors in the Bids submitted shall be treated as follows:
  - 1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - 2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the NPCI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
  - 3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

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

- 6.3.1** Bidders are requested to submit their lowest possible quotes in the commercial bid as only the lowest two bidders will be called for discussing the terms of engagement and it lies to the discretion of NPCI to extend an opportunity to these two bidders to review their commercial offer and resubmit their revised bid in sealed cover only if they foresee downward price reduction with reference to their earlier commercial bid. Otherwise, the earlier bid from the bidder will be considered as the final bid.
- 6.3.2** After completing internal approval process, Bidder whose Bid Price is the lowest will be declared as successful evaluated bidder who will be called L1 Bidder. NPCI shall intimate the successful bidder in due course through email.
- 6.3.3** The successful bidder shall furnish an undertaking stating that the commercials will be valid for a period of 90 days.

## Section 7 – Terms and Conditions

### 7.1 Notification of Award:

- 7.1.1** After selection of the L1 bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award/ Purchase Order to the selected Bidder through email. Within 7 days of receipt of Notification of Award/ Purchase Order, the successful bidder shall provide the acceptance copy of the same to NPCI. Failure of the successful bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award in which case L2 bidder will then be invited for the work of procurement of modular workstations. However NPCI reserves its right to consider at its sole discretion the late acceptance of the award by the successful bidder.

### 7.2 Purchase Order:

- 7.2.1** After receipt of acceptance of Award by the successful bidder, NPCI shall issue the Purchase Order. (Hereinafter referred to as PO).
- 7.2.2** Within three (3) days of receipt of Purchase Order, the successful Bidder shall accept the Purchase Order.
- 7.2.3** Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

### 7.3 Taxes and Duties:

- 7.3.1** All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.
- 7.3.2** Commercial Bid should be inclusive of all taxes, duties, levies except VAT, and Octroi. Octroi shall be reimbursed to the successful bidder by NPCI at actual on production of original receipt in the name of NPCI. VAT must be separately mentioned on the commercial Bid as provided.
- 7.3.3** The benefits realized by the successful bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the supplier to NPCI.

### 7.4 Terms of Delivery:

- 7.4.1** The successful bidder shall complete the delivery within 6 weeks of receipt of Purchase order and installation shall be completed within 1 week from the date of delivery

### 7.5 Penalty for default in delivery:

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



**7.5.2** In the case of delay in compliance with the Purchase Order beyond 10 days of the stipulated time period, NPCI will have the right to cancel the order.

## **7.6 Warranties:**

**7.6.1** All equipment shall have the comprehensive on-site warranty of 36 months from the date of installation of modular workstation.

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

**7.6.3** If during the Warranty Period any Goods are found to be damaged or defective or not acceptable, they shall promptly be replaced or rectified /re-furnished or rendered by Bidder at its own cost (including the cost of dismantling and reinstallation) on the request of NPCI and if removed from the Site for such purpose, Bidder has to provide standby Goods till the original goods are repaired or replaced / re-furnished, rendered. All goods shall be removed and re-delivered to NPCI by Bidder at its own cost. Goods which are so replaced or rectified are guaranteed by Bidder in accordance with the provisions of this Clause for a period of 36 months from the date of replacement or rectification.

## **7.7 Payment Terms:**

The following is the payment terms:

50% Advance Payment shall be released against submission of Advance Payment Bank Guarantee (ABG) as per NPCI format on supply and delivery of the modular workstations. The format of the Advance Payment Bank Guarantee is provided in Annexure I attached hereto.

50% after complete installation of modular workstation within 15 working days from receipt of tax invoice from successful bidder. The completion report to be duly approved/ signed by competent authority which needs to be submitted with the tax invoice. The invoice shall be in the name of National Payments Corporation of India and can be sent to the address as specified under Section 1.

## **7.8 Price:**

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

## **7.9 Performance Bank Guarantee**

Successful Bidder shall submit Performance Bank Guarantee equal to 10% of the PO value valid for one year from the date of acceptance of the Purchase Order with an action period of one month as per NPCI format attached vide Annexure H hereto, within 14 days of receipt of the Notification of Award or Purchase Order.

## **7.10 Forfeiture of Performance Bank Guarantee**

**7.10.1** If the successful bidder fails to supply, delivery or install the modular workstations as per the terms of the Purchase Order.

**7.10.2** After installation and during the warranty period, if the successful bidder does not provide after sales support.

## **7.11 Repeat Order:**

NPCI reserves the right to place Purchase Orders with the Supplier for any or all of the goods at the agreed unit rate, i.e. the rate contract for a period of 90 days from the date of Purchase Order.

## **7.12 Installation**

Installation shall be deemed to be complete only when the modular workstations are fully installed in the specified location mentioned in the Purchase Order and accepted by NPCI.

## **7.13 Bidder's Liability**

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

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

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

## **7.14 LIQUIDATED DAMAGES**

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

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

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

## **7.15 Indemnity**

The bidder shall indemnify, protect and save NPCI and hold NPCI harmless from and

against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

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

#### **7.16 Force Majeure:**

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

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

#### **7.17 Termination of Contract**

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

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

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

#### **7.18 Confidentiality**

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

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

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

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

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

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

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

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

To

MD&CEO  
National Payments Corporation of India,  
C-9 8th Floor, RBI Premises  
Bandra Kurla Complex, Bandra (E)  
Mumbai 400 051

**Subject: NPCI:RFQ:2014-15/024 Dated: 12<sup>th</sup> December 2014 for "Supply, Delivery and Installation of Modular Workstations at BKC, Mumbai**

We have enclosed an EMD in the form of a Demand Draft No.\_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. 50,000/- (Rupees Fifty thousand only). This EMD is as required by clauses 4.8 of the Instructions to Bidders of the above referred RFQ.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business  
Address:

## 8.2 Annexure A2 – EMD (Bank Guarantee)

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

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

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

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 RFQ 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 Form; 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]

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

(Bidder's Letter Head)

#### OFFER LETTER

Date:

Place:

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

Dear Sir,

**Subject: Regarding NPCI:RFQ:2014-15/024 Dated: 12<sup>th</sup> December 2014 for "RFQ for Supply, delivery and Installation of modular workstations"**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

We agree to abide by this offer till 90 days from the last date stipulated by NPCI for submission of bid, and our offer shall remain binding upon us and may be accepted by NPCI any time before the expiry of that period.

Until receipt of Purchase Order, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in

the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.

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

As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_dated \_\_\_\_\_ drawn in favor of "National Payments Corporation of India" or Bank Guarantee valid for 120 days for an amount of Rs. 50,000/- (INR Fifty thousand only) payable at Mumbai

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:



## 8.4 Annexure C – Bidder's information

### Bidder's Information

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

I hereby confirm that the above statement is correct to the best of my knowledge.

Name, Designation and Signature/ Stamp:

## 8.5 Annexure D – Eligibility Criteria Matrix

**Eligibility Criteria Matrix**

Sr. No.	Description	Complied with statements	Proof attached
1	Registered company under the Companies Act, 1956 or Proprietary or Partnership firm		Proof should be submitted in terms of valid registration certificate etc.
3	All modular workstations must confirm to the following international standards namely - BIFMA, CQC, IQNET, UL, CAS, and should be LEED certified.		The Bidder shall be LEED certified and must confirm to at least three out of five remaining international standards. Proof must be provided to substantiate the above claim.
4	Bidder should either be manufacturer of modular workstations or should be an authorized franchise operating and having a registered office in India		Authorization letter from Manufacturer on their letterhead authorizing the bidder to participate in bid process.
6	The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad		Declaration as per Annexure - E
6	References of two companies in India where the modular workstation was supplied in the past two financial years or calendar years.		Valid Purchase Order and Completion certificate/ email confirmation on successful execution of supply, delivery and installation of modular workstations

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

I hereby confirm that the above statement is correct to the best of my knowledge.

Name, Designation and Signature/ Stamp:

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

*(On Company/firm's Letterhead)*

To,

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

Sir,

**Re: RFQ No. NPCI:RFQ:2014-15/024 Dated: 12<sup>th</sup> December 2014 for Supply, Delivery and Installation of Modular Workstations at BKC, Mumbai.**

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

Or

I declare the following

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

(To be included in Commercial Bid Envelope)

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

			Dimension					
S.No	Area / Floor	Description	Quantity / WS	Width	Depth	Height	RATE (INR)	AMOUNT (INR)
1	<b>Workstations</b>							
1.1	<b>L shape workstation</b>	<b>L shape workstation 1-</b> Table top: 25mm thickness E1 standard melamine board with 2mm thickness PVC sealing. Table to have a aluminium flip top wire outlet (330*120mm). Table structure: Triangular steel leg with powder coating finish. (40*50*71*690mm). Bracket made of 2mm thickness steel with powder coating finish. Wire management: Wire slot made of 1mm thickness steel with powder coating finish. Switch holder included with plug cut out for UPS and data. Riser made of 0.7mm thickness steel with powder coating finish. Modesty: Perforated metal modesty between workstation with powder coating finish. Screen: 28mm thickness pinable Fabric covered screen with writing board and name tag. Pedestal: MFC mobile pedestal with Box-Box-File steel drawers and cushion (395W*500D*660H). Pedestal to have aluminium handle with telescopic channels. The wire manager should run across the workstation length from the raiser below the table top	20	1500	1500	1150		

j	Linear Workstation	<p><b>Linear workstation- In Back to Back and single side situation.</b></p> <p>Table top: 25mm thickness E1 standard melamine board with 2mm thickness PVC sealing. Table to have an aluminium flip top wire outlet (330*120mm).</p> <p>Table structure: Triangular steel leg with powder coating finish. (40*50*71*690mm).</p> <p>Bracket made of 2mm thickness steel with powder coating finish.</p> <p>Wire management: Wire slot made of 1mm thickness steel with powder coating finish.</p> <p>Switch holder included with plug cut out for UPS and data.</p> <p>Riser made of 0.7mm thickness steel with powder coating finish.</p> <p>Modesty: Perforated metal modesty between workstation with powder coating finish.</p> <p>Screen: 28mm thickness pinable Fabric covered screen with writing board and name tag.</p> <p>Pedestal: MFC mobile pedestal with Box-Box-File steel drawers (395W*500D*640H). Pedestal to have aluminium handle with telescopic channels. The wire manager should run across the workstation length from the raiser below the table top.</p>	56	1200	600	1150		
2	Café							
2.1	Coffee Table	Coffee Table with SS base & Laminated Top	1	1500	1000	750		
2.2	Coffee Table	Coffee Table with SS base & Laminated Top	2	1200	750	750		
3	Storage							
3.1	Party Storage	MFC customized Medium height Storage Cabinet with Lock	3	1200	450	750		
3.2	Party Storage	MFC customized Medium height Storage Cabinet with Lock	1	1050	450	1150		
3.3	Party	MFC customized Medium	5	1200	450	1150		

	<b>Storage</b>	<b>height Storage Cabinet with Lock</b>						
		<b>Sub Total</b>						
		<b>Tax with value</b>						
		<b>Total</b>						
		<b>Grand Total as above</b>						

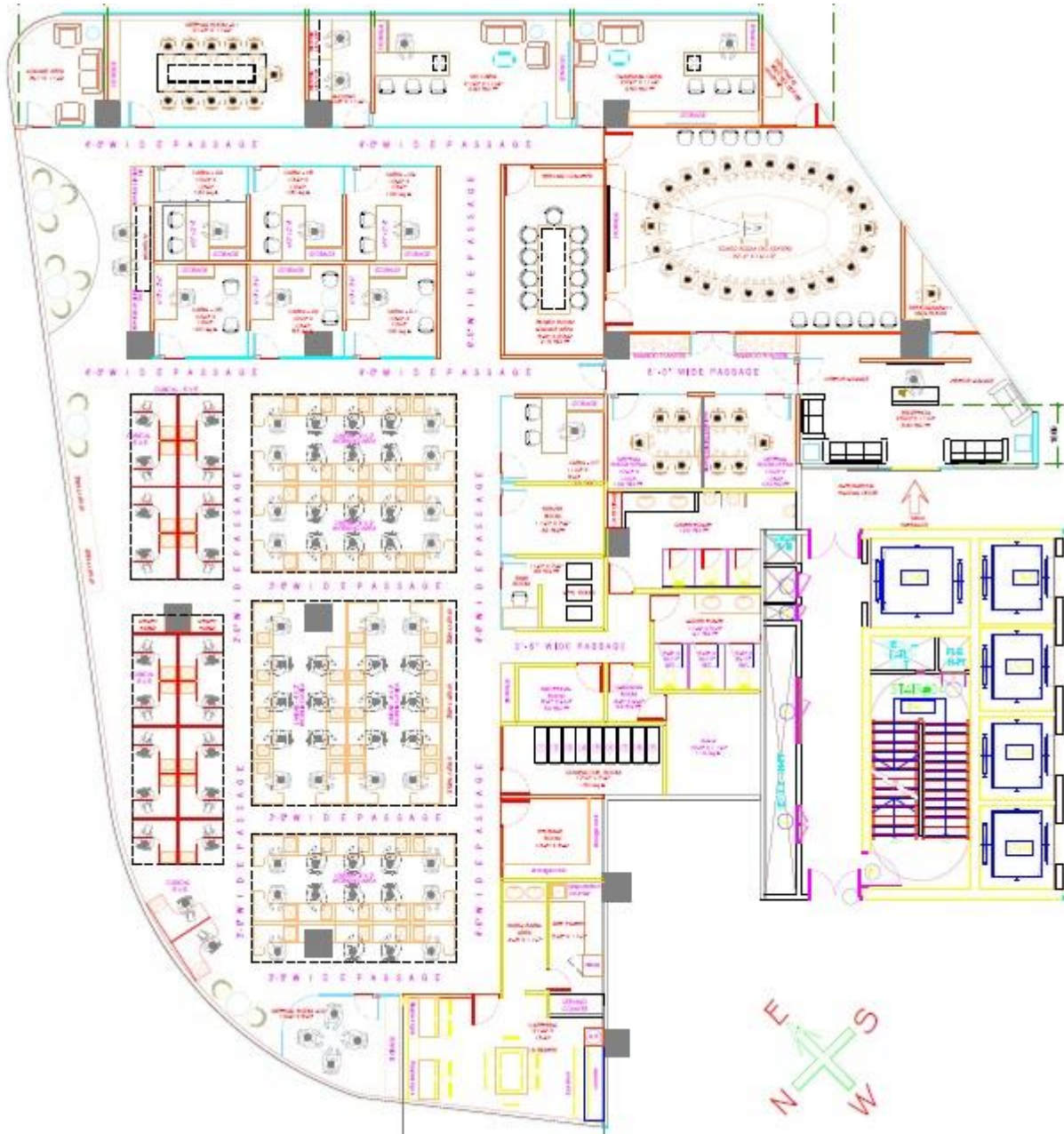
Note: The furniture layout in AutoCad to be provided to the successful bidder after acceptance of Purchase Order.

Name of authorized personnel:

Designation:

Signature and Stamp:

## Furniture Layout of the Proposed Modular Workstations



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

*(On the letterhead of the bidder)*

### **Commercial Bid Form**

**(To be included in Commercial Bid Envelope)**

To:

Date:

NPCI

Dear Sir,

**Re: Request for Quotation vide: RFQ: NPCI: 2014-15/024 dated: 12<sup>th</sup> December 2014  
for Supply, Delivery and Installation of Modular Workstations at Mumbai**

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

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

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

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

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

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



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

#### (PROFORMA OF PERFORMANCE BANK GUARANTEE)

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

C-9, 8th Floor, RBI Premises

Bandra Kurla Complex, Bandra (E)

Mumbai- 400 051.

Performance Bank Guarantee No:

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

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to NPCI.

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

Kindly return the original of this Bank Guarantee to ----- (Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. ----- (Amount in figures & words); (b) Fulfillment of the purpose for which this Bank

Guarantee was issued; or (c) Claim Expiry Date (date should be one year from the date of expiry of this Bank Guarantee).

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

-----

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

{Signature of the Authorized representatives of the Bank}

## Section 10 Annexure I: ADVANCE PAYMENT BANK GUARANTEE

Advance Payment Bank Guarantee

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

C-9, 8th Floor, RBI Premises

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

Advance Payment Bank Guarantee No:

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

Furthermore, we understand that, according to the conditions of the Purchase order, an Advance Payment Bank Guarantee is required to be submitted by the Supplier to NPCI.

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

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

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

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

{Signature of the Authorized representatives of the Bank}

**AGREEMENT****NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered on this ----- day of -----, 2014 (“Effective Date”) between

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at **C-9, 8th Floor, RBI Premises, Bandra-Kurla Complex, Bandra (East) Mumbai-400 051** (Hereinafter referred to as “NPCI”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

\_\_\_\_\_, a company registered under the Companies Act, 1956, and having its registered office at \_\_\_\_\_, (Hereinafter referred to as “\_\_\_\_\_”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the Party disclosing the confidential information to the other Party of this Agreement and the term “Receiving Party” means the Party to this Agreement which is receiving the confidential information from the Disclosing Party.

NPCI and \_\_\_\_\_ 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 NPCI and \_\_\_\_\_ to perform the considerations i.e. supply, delivery and installation of new modular workstations to NPCI for their upcoming corporate office at Bandra Kurla Complex, Mumbai (hereinafter called “Purpose”).

**Article 2: DEFINITION**

For purposes of this Agreement, “Confidential Information” means the terms and conditions, and with respect to either Party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any

information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

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

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

### **Article 4: 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 both Parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any Party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such Party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

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

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

#### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

Both Parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the Parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

#### **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 against such breach or threatened breach by the Party in breach.

#### **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: JURISDICTION**

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each Party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

**Article 10: GOVERNING LAW**

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

**Article 11: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by 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 termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry 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 otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

**Article 14: 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 of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. 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. 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.

**N 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**

XXX

By:

By:

Name:

Name:█

Designation:

Designation:█