



REQUEST FOR PROPOSAL FOR SELECTION OF CONSTRUCTION MANAGEMENT CONSULTANT (CMC) FOR CONSTRUCTION OF INTEGRATED OFFICE AND DATA CENTRE (IODC) BUILDING AT HYDERABAD

**RFP Reference Number: NPCI: RFP:2018-19/REI/001 Dated: 18th
June 2018**

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Important Detail about RFP

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

Checklist

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

1. The Eligibility Criteria Response Bid, Technical Response Bid and Commercial Bids to be prepared in accordance of the RFP document.
2. Eligibility Criteria Response documents to be enclosed in Envelope 'A'.
Technical Response Bid to be enclosed in Envelope 'B'
3. Envelope 'C' Commercial bid.
4. Copy of this RFP document and Corrigendum (if issued) duly sealed and signed/stamped by the authorized signatory on every page.
5. All relevant certifications, reports, to be enclosed to support claims made in the Bid must be sent in hard copies.
7. All the pages and submitted document as part of Bid must be duly sealed and signed by the signatory.
8. Prices to be quoted in Indian Rupees (INR).

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Section 1 - BID Schedule and Address

S.No.	Description	
1	Name of Project	REQUEST FOR PROPOSAL FOR SELECTION OF CONSTRUCTION MANAGEMENT CONSULTANT FOR CONSTRUCTION OF INTEGRATED OFFICE AND DATA CENTRE (IODC) BUILDING AT HYDERABAD
2	Tender Reference Number	NPCI: RFP:2018-19/REI/001 Dated: 18 th June 2018
3	Date of Commencement	21st June 2018
4	Last date and time of receiving Bidders' Pre-Bid clarifications in writing	27 th June 2018, 17:00 hrs.
5	Date of Pre-Bid meeting	30 th June 2018, 15:00 hrs.
6	Last date and time for submission of Eligibility Response Bid, Technical Bid and Commercial bid	6 th July 2018 15:00 hrs.
7	<p>a) Date and time of Eligibility Responses and Technical Bid Opening</p> <p>Date and time of Presentation</p> <p>b) Date and Time of Commercial Bid Opening</p>	<p>6th July 2018 at 17:30 hrs.</p> <p>Shall be informed to bidders who qualify in the Eligibility Bid.</p> <p>Will be informed to the bidders who qualify in the Technical Bid.</p>
8	Place of Pre Bid meeting, Bid Submission and Opening of Bids	National Payments Corporation of India, Harinath Reddy ICICI Towers, off ISB Road Plot No. 12, 6th Floor, Tower-1 (North Wing) Nanakram Guda, Financial District Hyderabad - 500032, Telangana State
9	Name and Address for communication	MD & CEO National Payments Corporation of India 1001A, 10th floor, B Wing, The Capital, Bandra Kurla Complex, Bandra East, Mumbai 400 051
10	Bid Related Queries	Harinath Reddy Email id: harinath.reddy@npci.org.in Deepak Ramakrishnan Email id: deepak.ramakrishnan@npci.org.in
11	EMD	Rs 2,00,000/-
12	RFP price	Rs 10,000/- inclusive of GST (to be submitted in the form of DD)

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.

Section 2 - Introduction

2.1 About NPCI:

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

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

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

2.2 Objective of this RFP:

National Payments Corporation of India proposes to appoint Construction Management Consultant (CMC) for end-to-end construction management for construction of its very own Integrated office building and (Tier IV) Data Centre (IODC) on approximately 3.55 acres of land with a minimum built up area of 4 Lac sq.ft or up to maximum permissible Floor space index (FSI) as per local authority norms at Narsingi, Hyderabad.

The shortlisted firm will be responsible for providing end to end construction management& construction supervision (including but not limited to) all civil structures, interiors, external development, Façade, MEP services and all allied activities including preparation of EPC tender, bid process management, assist NPCI in selection of EPC contractor right from inception till commissioning including project documentations, for the development of office building and Data Center at Narsingi Hyderabad.

Participation in bid by forming consortium and/or sub-contracting of any part of the scope of work is not permitted.

2.3 Summary of requirement:

End to End construction management consultancy services at all stages of the project, pre-construction, construction and post-construction for developing an IGBC- LEED Platinum/ Gold rated Integrated Office building with Tier IV Data Centre with certification from National and International organization and meeting all local, National and International codes/ norms, guidelines with utmost priority for safety and security.

2.4 Pre-requisite:

- 2.4.1** The Bidder should possess the requisite experience, resources and capabilities in construction of office buildings and infrastructure projects along with assisting client in bid management processes, procurement, construction, commissioning and documentations for obtaining statutory approvals and ensure compliances for green building certifications from time to time, 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 completed in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the eligibility criteria will not be considered for further evaluation.

2.5 Due Diligence

- 2.5.1** The Bidders are expected to examine all instructions, terms and specifications stated in this RFP.
- 2.5.2** The Bid shall be deemed to have been submitted after careful study and examination 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. NPCI is not bound to disclose the grounds for rejection of Bid. The decision of the NPCI regarding the final declaration of the successful Bidder shall be final.
- 2.5.3** The Bidder is requested to carefully examine the 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 through email as mentioned in Section 1 within the set timelines.

Section 3 - Infrastructural Brief, Scope of Work, Eligibility Criteria

3.1 Infrastructural Brief

1. Minimum built up area of 4 Lac sq.ft including parking or up to maximum permissible Floor space index (FSI) as per local authority norms.
2. Two separate buildings one having Tier IV Data Center (captive) and the other for office building for self-use is being planned to be constructed in 3.55 acres of land. Dedicated Data Centre building having a capacity of 600 racks (with scalability) and workstations for approx. 100 employees for NOC Centre to monitor the Data Centre operations and SOC center. Data Center building shall be RCC structure or bomb proof structure and the internal walls to be 2 hours fire rated and all external walls to be 4 hours fire rated. The height of the Data Center to be over 5M and floor loading capacity to be planned for 1,250 kg/sq.mt. to 2,000 kg/sq.mt.
3. Seating Capacity for back office, operations and IT team etc. for approx. 3000 employees with an efficiency of 100 sq. ft. per person on built up area basis.
4. Training rooms, meeting rooms and conference rooms in the Office block, Auditorium/ Multipurpose hall for approximately 150 to 250 pax respectively.
5. Necessary Infrastructure provision in terms of DRUPS/DG, transformer requirements, HVAC requirements and Fire & safety etc. for Tier IV Data Centre and Integrated Office building.
6. Building is proposed to be high rise. The abutting road width to the plot acquired is 36 m wide on North.
7. HMDA / GHMC is the local municipal building plan approving authority. The plot is located in NARSINGI Village, Hyderabad.
8. Total Power requirement for entire project: Maximum 10 mVA with two separate dedicated feeders from EB Substation.
9. Two separate 33kV METERING KIOSKS subject to local EB feasibility. Main Receiving substation: 33kV / 11kV, 2 X 10mVA transformer.
10. Centralized air conditioning with energy efficient technology for Data Center and office building.
11. Data Centre building will be of design, build and operate model and DC will obtain tier certification from Uptime Institute for Design Documents, Constructed Facility& Operational Sustainability. Office building to be certified for LEED Gold standard from Indian Green Building Council - IGBC at Hyderabad.
12. Recreation facilities is also being planned in the office building.
13. The project duration is envisaged to be total 36 months. (6 months pre-construction stage, 27 months Construction stage and 3 months post-construction stage). The final manpower deployment schedule shall be shared with the successful Bidder.

3.2 Current Status of the Project:

- (1) Project Architect is appointed and is working on finalization of concept design/ Masterplan. The inputs required by EPC contractor will be provided by Project Architect.
- (2) Liaisoning consultant for the project is appointed, this consultant will obtain all project related statutory approvals. (Pre & Post construction). This work is in progress.
- (3) Geotechnical Investigation works & Topographic survey is completed for the project.
- (4) Appointment of peer review consultants are also in progress.
- (5) All Architectural, Structural and MEP related construction drawings would be prepared by Architects and other consultants appointed by NPCI

3.3 SCOPE OF WORK

The scope of services of CMC shall include all project management functions that need to be performed for construction of buildings and their commissioning. It shall include but not be limited to the services as listed hereunder including all its sub paras.

GENERAL SERVICES:

1. The Construction Management Consultant (CMC), acting as project manager for and on behalf of NPCI, will monitor, coordinate, manage, evaluate and administer all project management & control processes and activities in accordance with project requirements, Specifications, Schedules, Budget, Quality and Health, Safety & Environment (HSE) parameters. CMC shall ensure that all necessary documentation is prepared, collected, checked, suitably communicated, filed and submitted to NPCI for records.
2. CMC shall act as Engineer - In - Charge of all project works and supervise all the works, check and certify all measurements and bills and recommend for their payment. CMC shall keep NPCI informed through a well-designed Management Information System (MIS) on the physical & financial progress of the Project at regular intervals or as directed by NPCI. CMC shall use competent software for their functions.
3. CMC shall ensure that all project activities comply with the latest applicable IS codes and other relevant statutes.
4. To ensure implementation of all project processes, CMC shall liaise with and provide all requisite information, support and assistance to NPCI, all appointed consultants including their sub- consultants, and all other individuals, agencies and organizations as may be deemed fit by NPCI during the entire period of contract. CMC partner should ensure NPCI's project team approvals in all phases of the project to provide any information to any of the vendors.
5. CMC shall be duty-bound to act on the directions of NPCI in all project matters and shall perform, or cause to be performed all the identified initiatives and milestones strictly in accordance with such directions. Also, NPCI will in no manner whatsoever be bound to act on the advice of CMC in any matter related to the project.

6. NPCI will provide furnished site office with electricity and water to CMC, free of cost. Laptops, Desktops and internet connectivity shall be borne by CMC. Multifunction Printer, Housekeeping and pantry (tea/coffee) services shall be provided by NPCI. All staff appointed and/or stationed at the said office shall need to be to the acceptance of and with the approval of NPCI.
7. CMC shall deploy, for the entire period of contract, the following competent, qualified and experienced technical staff with relevant field experience on similar projects. The bidder will have to submit CV's/ Resume of all key personnel to be deployed. The selection of key personnel of successful bidder will be interviewed by NPCI management. Post award of contract, if required, the Project manager & Contracts manager has to be stationed for 3 to 4 months at NPCI Mumbai corporate office during pre-construction stage for handling the scope of pre-construction works. All expenses related to lodging/Boarding, transportation to be borne by CMC.
 - a. **Project Manager:** B.E. Civil with minimum 15 years of relevant experience in handling any of the large scale IT Park/ITES building, Data Center building, Office building construction projects, the project value being over Rs 150 Cr for each of the above projects. Preference shall be given to candidates who have handled Data Centre projects of similar nature. He needs to well conversant with CVC (Central Vigilance Commission) and CAG (Comptroller and Auditor General of India - CAG) guidelines related to documentation, procurement etc . He will be Overall Incharge reporting to NPCI, Coordination with NPCI Architects-Consultant-Contractors-Planning for timely completion, Monitoring Progress-Safety measures-Labour enforcement- Taking prior written approval of NPCI for quantity of variation/Deviation, Extra items-Cost Control, Testing & Commission and handing over Conducting weekly Progress review meeting. Overall project management.
 - b. **Contracts Manager:** B.E. Civil with minimum 10 years of relevant experience (Data center experience preferred). Shall assist client and Project Manager in Bid management, preparation of EPC tender, compiling tender packages, vendor evaluation, manage instruments for tender process like EMD, security deposits, bank guarantee, etc. and issuing letter of award. Needs to well conversant with CVC (Central Vigilance Commission) and CAG (Comptroller and Auditor General of India - CAG) guidelines.
 - c. **Quantity surveyor cum Billing Engineer:** B.E. Civil Engineer with minimum 8 years of experience in Quantity survey and billing.
 - i. Preparing Detailed measurement of work done for payment of Running/Final Bills.
 - ii. Preparation of RA bills of the work-checking-certification for payment in time.
 - iii. Preparation of Rate analysis, Extra items/deviation items
 - iv. Monthly checking of Items of BOQ and reporting in advance for likely exceeding BOQ quantities
 - v. Submission of Reports & Returns as specified in the contract
 - vi. Maintaining all Files & Registers stipulated for inspection & updating
 - vii. Testing of materials as per specifications & Reporting to NPCI or as

per site requirement
viii. All correspondences related works

- d. **Senior Civil Engineer:** B. E. Civil with minimum 10 years of experience (Data center experience preferable). Shall assist Project Manager and will be responsible for day to day site management, reporting, project documentation, progress and quality monitoring. Engineers should have skill set of drafting the drawings. Should be well conversant with latest drawing drafting tools/ software related to the industry.
- e. **Senior Mechanical Engineer:** B.E. Mechanical with minimum 8 years of experience in HVAC, Firefighting and suppression, Water supply and allied mechanical works. Experience in Chillers, central air-conditioning (high & low side) with all leading & new technology OEMs. Experience in DC fit outs, Fire hydrant systems, Gas suppression systems, STP, Waste Management system, RO system, elevators & escalators, solar PV system, HSD systems, TFA,FA systems, smoke extraction systems. Good knowledge in CAD, ProE, NBC, NFPA guidelines.
- f. **Senior Electrical Engineer:** B.E. Electrical with minimum 10 years of experience in building of Tier-III/Tier-IV Data Centers and large corporate offices. Should have experience in Installation & Commissioning of HT/LT panels, setting up of GIS substations, Transformers, DRUPS,DG Sets, Chillers, PAHU, TFA, FA units, IBMS, UPS, SMPS, Battery banks, Bus ducting, and allied electrical activities. Should have knowledge in PLC systems, control diagrams, SCADA, Fire & Safety systems, elevators & escalators, solar PV system, HSD systems, smoke extraction systems, DCIM etc. Good knowledge in IE standards, TIA-942B & Uptime guidelines, CAD, ProE, NBC, NFPA guidelines. Preference will be given for those who possess global certifications & electrical license.
- g. **Junior Engineers:** B.E / Diploma with Minimum 5 Years of Experience in site management and supervision. Junior engineers should have skill set of drafting the drawings. Should be well conversant with latest drawing drafting tools/ software.
- h. **HSE Engineer:** Minimum 5 Years of Experience in Project HSE management.
- i. **Multi-Skilled Technician:** Minimum 5 years of experience as an electrical wireman and having working knowledge of HVAC, Civil and electrical systems
- j. **Construction Supervisor:** Minimum 7 years of experience in civil construction and interiors
- k. **Electrical Supervisor:** Minimum 7 years of experience in Electrical works, telecommunication works.
- l. **Documentation Officer:** Should have a minimum 7 years of experience in civil construction. Should have handled documentation of large scale construction projects following various CVC, CAG and other government norms. He shall report into the Contract Manager.

8. The status/designation/qualifications of the representative(s) of CMC who will be allowed to deal/interact with NPCI and/or its representatives, The Design Consultant/ Turnkey contractor, other consultants and designated committees/groups etc. shall be the matter of discretion of NPCI; and the decision of NPCI in this regard shall be final and binding on CMC.
9. CMC shall respond to the queries raised by NPCI within a maximum of 7 days and as soon as possible considering the nature of query and its impact on the project.
10. CMC shall comply with CVC (Central Vigilance Commission) and CAG (Comptroller and Auditor General of India - CAG) guidelines at all stages of the project.
11. CMC shall be required to work in close coordination, provide requisite information, and be available for meetings with the Design Consultant/ Turnkey contractor and other persons/ organizations associated with the construction, in all such matters as directed by NPCI.
12. The decision of NPCI will remain final in all matters relating to the interpretation of architectural design and related architectural details; and CMC shall be bound to execute such decisions to the satisfaction of NPCI.
13. The ownership of all the schemes, proposals, documents, drawings, reports, data and communications that shall be generated, processed and/or disseminated by CMC, including their formats of collection, analysis, processing, documentation, and reporting in fulfillment of the scope of services as CMC, shall rest with NPCI and no claim whatsoever shall be admissible on NPCI in respect of any proprietary rights or copyrights of the same on the part of CMC.

PROCUREMENT SERVICES:

1. Aid, recommend and assist NPCI, as and when directed, in selection and appointment of consultants, contractors and suppliers. Which shall include the following activities. CMC shall also comply with CVC and CAG guideline for procurement wherever applicable.
 - a. Preparation of tender document (EOI as well as RFP), including preparation of cost estimates of EPC tender/ various packages ,assist in cost optimization, finalization of the following in discussion with NPCI
 - i. Pre-qualification criteria
 - ii. Bid Data Sheets
 - iii. Instruction to Bidders including Techno Commercial evaluation parameters if any
 - iv. Earnest money deposit requirement
 - v. Performance security requirement
 - vi. Draft Contract Terms and Conditions
 - vii. Bid formats
 - viii. Detailed Scope of work, if required.
 - b. Preparation of draft agreement, including General Conditions of Contract or/and Special Conditions of Contract. Assist NPCI in bid process management, including

- i. Preparation of notice/ advertisement for bid
- ii. Conducting pre-bid meeting
- iii. Compilation and drafting response to pre-bid queries
- iv. Suggesting corrigendum to bid documents
- v. Assistance in receiving and opening of technical bids
- vi. Preparation and submission of technical evaluation report
- vii. Compilation of list of bidders for technical presentation
- viii. Compilation of final combined technical and financial scores
- ix. Drafting letter of award
- x. Assist in Contract Signing

SUPPORT & COORDINATION SERVICES:

Facilitation of communications & information exchange

1. CMC shall be required to organize, conduct, participate in and minute all meetings regarding the project at any date, time and place as directed by NPCI throughout the project period.
2. NPCI expects the CMC to conduct routine monitoring and coordination meetings on daily and weekly basis to help all consultants, contractors, vendors and other agencies in the process of demonstration, review, comments and client inputs on the work progress and to ensure monitoring of project implementation.
3. NPCI expects CMC to conduct periodic Management Review meetings at a minimum interval of every two weeks with NPCI to assess the project status and variances and to approve corrective actions.
4. CMC shall set up and control its own documentation control system for the project.
5. NPCI and/or its authorized representatives shall have access to CMC's project database to the extent as and when desired, without fail.
6. CMC shall, without question or fail, provide knowledge transfer and handover, including transfer and/or cessation and/or conveyance of physical possession and/or custody wherever applicable, of all material or de-materialized project constituents, to NPCI and/or other agencies appointed by NPCI, as and when desired by NPCI.

WORK MANAGEMENT

Field Engineering, Supervision & Design Support:

1. Regularly interact with the project architect, liaison consultant, Design Consultants, Contractors and NPCI to resolve all issues related to project execution before the construction and during the construction till completion of works
2. Review of all package advance copies of good for construction (GFC) drawings

submitted by design consultants to the satisfaction of NPCI and to ensure that extra items are minimized.

3. Arrange for clarifications and/or resolution of conflicts pertaining to contract drawings, specifications and engineering problems.
4. Review or arrange for review by the consultants, of suppliers and contractor's drawings and documents for equipment and services installations, as required.
5. Review or arrange for review by the consultants, of material samples, test reports and other certifications and submittals by suppliers and contractors for conformance to drawings and specifications, as required.
6. Arrange for preparation of as-built drawings by the Design Consultant and/or contractors as applicable and submit to NPCI.
7. Maintain primary survey records and control records of surveys performed by others.
8. CMC shall assist NPCI for the identification of Lay-down areas, identification of areas for plant & machinery required for the project.
9. CMC shall vet the accuracy of the layout demarcation as executed, in accordance with the approved drawings by NPCI
10. In case of any disparities, CMC shall bring the same to the notice of NPCI and the Design Consultant/EPC contractor. CMC shall coordinate the inclusion of the necessary design and/or layout modifications including services etc. on design drawings as per site requirements. CMC shall seek NPCI's approval for any such changes before implementation at site.

Measurements & Bill Checking:

1. Recording of measurements (as per laid down procedures / standards / practices) for all items of work done including extra and declared sub items.
2. Checking and certification of all contractors' bills and forwarding it to NPCI for payment within the agreed timelines as specified in the tender/contract documents. CMC should also recommend all statutory deductions as per prevalent law.
3. Checking and certification of the bills of consultants appointed for the project as and when desired by NPCI.
4. CMC to coordinate with NPCI while verifying bills, invoices and payments.
5. Check and solicit rate analysis for extra items of work and forward the same for approval by NPCI before execution of the same at site.
6. Prepare reconciliation statement of various materials received and consumed at work such as steel, cement etc. consumed and brought to site as per terms of the contract agreement between NPCI & contractors.

7. Check the quantities exceeding the contract quantity and inform the cost implications to NPCI well in advance.

Quality Assurance/Quality Control:

8. CMC shall perform all duties of quality assurance of works and carry out comprehensive technical supervision of the works to ensure conformity with approved designs, specifications for materials and workmanship, adopted QA/QC and HSE procedures, applicable relevant standards and codes and sound engineering practices.
9. CMC shall ensure conductance of suitable & sufficient tests of materials and equipment as required including random checks for conformance with specific requirements of contract documents, and document results of the tests. Besides, assessment and checking in the laboratory and the scheduling, supervision and vetting of field tests carried out by the contractors, CMC may also carry out independent tests as necessary, as and when desired by NPCI, for quality assurance of the works at contractors' own cost. CMC shall maintain completed records of all test results including supplier's material tests.
10. CMC shall review and approve the test results/certificates and wherever tests indicate lack of conformance, it shall initiate action to secure conformance including additional tests as considered necessary to establish quality of the work desired
11. CMC shall note deficiencies in the contractor's work, cause corrections to be made, and check the remedial work and facilitate to rectify the deficiencies as per approved methods / BIS provisions. Moreover, CMC will not be discharged of their responsibility till they get the defects rectified.
12. CMC shall check that various products guarantees are available for sufficient period.
13. CMC shall conduct monthly Quality Audit in co-ordination with NPCI.
14. For the purposes of independent testing, wherever required, all material / Equipment shall be sent for testing / calibration to the Labs that are accredited by NABL (National Accreditation Board for Testing & Calibration Laboratories).
15. CMC may be required to help establish, at the contractors cost, a testing laboratory at the site of construction work equipped with prescribed machinery, tools, plants and equipment as directed per the tender document.

Health, Safety and Environment Requirements:

1. CMC shall ensure that while carrying out the works under the assignment the contractors, if any, shall place due importance and regard to the overall aesthetics, ambience, topography and eco-system of the site.

2. CMC shall also take due precautions to ensure all necessary compliances for Environmental and Health & Safety requirements at site as well as at Contractors labor camps if any in the Campus. CMC shall maintain all Labor and Labor Payment records as per the Labor laws.
3. CMC shall ensure the highest standards of safety, security and health for all workers of all contractors and other agencies and all other persons entering the site in conformance with legal provisions, codes, standards and good practices. CMC shall also conduct training / orientation and briefing of all workers and visitors in this regard.

Contract administration:

CMC shall maintain complete records for contracts orders from award to final acceptance, payment, and close-out including:

1. Contracts and purchase orders along with record of all day to day correspondences and meetings including contractual issues with all the Contractors.
2. Progress payment records.
3. Drawing and specification clarifications including all changes, deviations and substitutions, which have been evaluated, estimated, negotiated, and/or accepted.
4. Maintain the logs for Bank Guarantees, Contracts, Contract Amendments, Change Notices, incoming & outgoing correspondences, workmen compensation policies, PF Challans, Labor license, Health and other Insurance policies, Contract Schedules, Back charges, RFIs, Invoices, etc., for all contractors.
5. CMC shall prepare monthly progress payment estimates and facilitate and administer systematic and reasonable progress payments.
6. CMC shall review, appraise and administer claims for items of extra work or change in the terms of the contracts. CMC shall negotiate with contractors to resolve claims, including documentation of the rationale for resolution, and submit relevant justification notes for any eligible claims to NPCI for approval. CMC shall develop change orders/amendments to incorporate the work covered by claims into the appropriate contract or purchase order after NPCI's approval.
7. CMC to manage and assist NPCI to resolve all the Contractual issues with the Contractors in such a way that there is no cost and time implication to NPCI.
8. CMC shall administer all requests for extension of time from the Contractors. CMC shall negotiate an equitable adjustment in time and submit an approval note to NPCI with detailed schedule analysis, cost impact, if any, for approval.

Project Cost Control:

1. Maintain the hindrances register package/contract wise which shall record any hindrances caused to the progress of the works, duration of such hindrance, date of clearance of such hindrances etc.
2. CMC shall inform NPCI about each such potential change in design and construction from the approved drawings, plan of execution, and construction quantities which may have cost or schedule impact, at least two (2) weeks in advance for identification of change with detailed analysis for acceptance and propose a plan to mitigate the same; and for emergency cases, CMC shall identify the change with analysis to NPCI for approval within 2 days. On acceptance by NPCI, CMC shall prepare and submit a deviation report of identified change/ deviation in cost and schedule within 5 days of approval of change. The report shall include but not be limited to the following: Reason for change, cost and schedule impact, cost analysis report, recovery schedule and recommendations to reduce time and cost impact.
3. Monitor, report and maintain a log of identified and approved changes and submit it to NPCI on regular basis and as and when needed by NPCI

Project Completion:

1. CMC shall engage in verification of the physical construction and installation of the various facilities and systems of the project towards or after completion in coordination with the design consultants and NPCI.
2. CMC shall arrange for, coordinate and verify the contractors or supplier's corrections, modifications and adjustments, if any, to equipment and systems prior to final acceptance/handling over of each facility or system to the satisfaction of NPCI and/or operating staff.
3. CMC shall recommend NPCI's acceptance of facilities or systems from the contractors for operation and use after arranging for sufficient training to the end users /operators at NPCI's facility or system as per the respective contracts.
4. CMC shall establish, effect and monitor a program for identifying and rectifying defects during applicable Defects Liability Period including periodic monitoring and reporting. At the expiry of the defect liability period, CMC shall make a final inspection and list the defects to be rectified prior to issue of completion certificate.
5. CMC to solicit from the contractors to supply trade files, documents, test certificates, performance warranties/guarantees, spare parts list, maintenance manuals, no claim certificate and transmit the same to NPCI in both hard copy and

electronic formats.

6. CMC to solicit the AS BUILT drawings immediately on completion of each area.
7. Reviewing, verifying and approving the “as-built” corrections to all plans, drawings and other documents in coordination with design consultants and to the satisfaction of NPCI.
8. Prepare final project completion report(s), project expenses analysis, estimates and final account of expenditure in the format as desired by NPCI.
9. Ensuring that the constructed works and sites are cleaned and prepared for occupancy and use.
10. Recommend to NPCI to issue completion certificates after the contractors have satisfactorily completed all work under the terms of their contracts and for final payment of the contractors after adjusting any liquidated damages and security Deposits.

STAGEWISE SCOPE OF WORK:

1. PRE-CONSTRUCTION STAGE

- a. **Project Strategy:** Prepare an overall strategic master programme setting out the management approach for the project with basic project structure, role of project participants and mechanism to plan, execute, monitor and review the project development in accordance with the Client's brief, and overall project duration and major milestones.
- b. **Phasing Studies:** Analyze the impact on financial, design, procurement, construction and commission requirement, of various phasing options.
- c. **Conceptual Cost Estimate:** Based on Preliminary Architectural Design and estimates of the Architect prepare an elemental conceptual cost estimate (Project Cost Model). Prepare Cost estimate of various packages required by NPCI.
- d. Advise on the separation of the project into separate contracts. Advise on the method to be used for selecting contractors and awarding contracts. If separate contracts are to be awarded, advise on the co-ordination of the work and ensure that the total scope of the project has been incorporated into the appropriate contract.
- e. **Procurement Strategy:** Develop a strategy of how the work will be procured (contract packaging), taking into consideration specific project condition in terms of time, design, local and international resources, long lead deliveries, local requirement, site-wide purchasing opportunities and

standard contract document. Make recommendations for pre-qualification criteria for bidders, and develop bidders, interest in the project.

- f. **Project Organization:** Prepare project organization plans and structure and define responsibility and reporting relationships.
- g. **Project Procedure Manual:** With the consultants prepare the project procedure manual, to cover project details, reporting, financial matters, meeting, drawings, circulation of correspondence, bid packages, tenders, payments, defects liability certification and insurance requirements.
- h. **Master Planning:** Review the project master plan to ensure that all aspects of the development are covered.
- i. **Construction Strategy:** Develop and monitor an overall construction strategy of the site including phasing and sequencing, logistics, safety plan, security, Industrial relations, quality control, environmental impact plan and handover sequencing.
- j. **Master Scheduling:** Prepare a master Schedule, which forms part of the trade contractors' tender documents and is updated during the procurement and construction period in accordance with the contractors' schedules.
- k. **Design Process Co-ordination:** Through regular monitoring and the provision of advice, facilities on-going design within the framework of the Client's brief, monitoring document control.
- l. **Design Process Management:** With the Design Team, establish detailed design programs and identify design deliverables including drawings, design calculations, specifications and quality control procedures. Monitor design progress, identify program divergence and recommend remedial action. Report on cost and time effects of design changes. Prepare design analyses and advice the client and design team. Set up regular Design Team meetings to resolve outstanding matters.
- m. Investigate and recommend a schedule for NPCIs purchase of materials and equipment requiring long lead times and co-ordinate with the early preparation of the design documents by the Design Consultants.
- n. **Document Control System:** Advice on document control system for all project design and technical documents.
- o. **Document Control Implementation:** Implement document issue, numbering, coding and distribution system, and manage a project-wide document control system.
- p. **Cost Panning Advice:** Advice on the project cost plan compilation into appropriate project cost centers.

- q. **Project Cost Plan:** When the design develops to the degree where the qualities and specification are available, develop the elemental conceptual estimate into a detailed elemental cost estimate which, when agreed with the Client, becomes the project cost plan.
- r. **Project External Relations:** Advice on and if required establish procedure for external relations with the public, trade unions, adjoining property owners and all other interested parties.
- s. **Pre-Construction Works:** Advice and assist the design team and the Client in obtaining all the requisite approval for pre-construction activities. Organize site surveys; establishment of site grid/datums, soil investigation and demolitions.
- t. **Schedule Monitoring:** Recommend on reporting format and co-ordination of design and construction schedules. Review contractor's detailed schedule report and advice the Client.
- u. **Schedule Management:** Establish schedule reporting formats and develop construction programmed, which integrates with the design programmers. Develop detailed trade package schedule and award dates, and subsidiary schedule, which integrate with the construction programmed.
- v. Tender Documents Preparation of N.I.T., general and special conditions of contract in consultation with the Architects. Co-ordination with the Architect and his team of consultants for preparing detailed schedule of quantities, scope of work of all packages, detailed specifications of all items of work.
- w. Advise NPCI and the Design Consultants regarding the assignment of responsibilities for safety precautions, temporary project facilities, and the provision of central equipment / materials / services for common use.
- x. Assist NPCI in providing options for identification & lease of land nearby project plot for allocation of space to EPC contractor for project tenure & other vendors for storage of construction related materials, this will also include cost analysis of various land parcel options, documentation, execution of agreement, NPCI may require about 1.5 to 2 acres of land for lease for a period of 3 to 4 years.
- y. Peer review of all Structural, Architectural & Civil designs (Design basis Reports) prepared by various consultants is in CMC's scope of works.
- z. Proof checking of all Structural design drawings is covered in the scope.
- aa. Peer review of all good for construction (GFC) drawings of Architectural Civil and structural works prepared by various consultants is in PMC's scope of works. PMC will carry out peer review all GFC's and further check

compliance to the comments issued.

- bb. Review of Shop drawings or Vendor drawings or Fabrication drawings prepared by Structural/civil/architectural Contractors is considered in PMC's scope of works.

2. BID AND AWARD STAGE:

- a. **Procurement / Pre-contract & Bidding:** Implement strategies, plans and detailed guidelines for the procurement of all project services. Solicit interest and assist in the development of bid lists, pre-qualification of Contractors and tender schedules, and attend bid clarification meetings.
- b. **Contract Documentation:** Determine scope of contracted elements, advice on the detailed preparation of contractual terms and assemble construction contracts/ purchase order.
- c. **Buildability Review:** Arrange and review buildability and method statement with a view of optimizing methods of construction in terms of cost, time, and quality.
- d. **Buildability analyses:** Undertake buildability analyses and review trade contractor's method statements with a view of optimizing proposed methods of construction in term of cost, time and quality.
- e. **Value Engineering:** Commencing during design development and on tinning through to completion of the project, undertake Value to completion of the project, undertake Value Engineering studies with the objective of maximizing the investment value of the project and evaluate the impact.
- f. Conduct pre-bid conferences to familiarize the bidders with the bidding documents, management techniques and with any special systems, materials and methods.
- g. Assist the Design Consultants with the receipt of question from bidders and with the issuing of Addenda.
- h. Receive bids, prepare bid analysis and make recommendations for award of contracts. Conduct pre-award conferences with successful bidders.
- i. Assist in the preparation of construction contracts. Advise on the acceptability of subcontractors and suppliers proposed by the contractors.

3. CONSTRUCTION STAGE

- a. Provide administrative, management and related technical services as required to co- ordinate the work of the contractors with each other and with the activities and responsibilities of the Project Manager, the Design

Consultants and NPCI in accordance with NPCIs Cost, Schedule and Quality criteria.

- b. Schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems, cost and schedules. Prepare and distribute minutes.
- c. Consistent with the Project Construction Schedule issued with the bidding documents, and consistent with the Construction Contractors Schedule provided by each contractor update the Project Construction Schedule. This will include activity sequences and duration's allocation of resources, status of shop drawings and samples, status of long lead procurement items, etc.
- d. **Project Budget Control:** Recommend and review cost reporting formats and cash flow analyses, attend cost meeting and monitor the project budget. Advise the Client of any variation to the Cost Plan, requirements for additional funding and contingency fund control.
- e. **Cost Management:** Assist the Client in preparing the Project Budget using the Project Conceptual Cost Estimate a cost reporting and coding structure based on the CMIS system. Administer the budget throughout the project life. Provide the Client with information on the financial status of the Project, actual cost against cost plan, cash flow analyses and forecasts, impact of change order and forecast anticipation cost to complete the project. Organize regular cost meeting and establish a contra- change tracking system. Review and advise on payments to trade contractors.
- f. **Liaise with Agencies/Authorities:** Assist the client to liaise with government authorities, statutory agencies and utility companies i.e. planning permits, Building regulations, roads, transportation, telecom and internet service provider, water, gas and power. Monitor statutory approvals. Assist in getting approvals from the authorities that have jurisdiction over the project.
- g. **Project External Relation:** Advise on and establish procedure for external relations with the public, trade unions, adjoining property owners and all other interested parties.
- h. **Risk Analysis and Management:** Assist the Client in identifying all risk elements to the project and advise on methods of managing those risks to minimize their impact on the project by establishing and implementing a formal risk analyses and management procedure of evaluating the cost, time and quality effects, of each risk and establishing an appropriate contingency and then monitoring the effects on the contingency. Receive

copies all insurance documents, maintain log and ensure that they are up to date.

- i. **Site Organization:** On behalf of the Client, monitor progress and performance of the trade Contractor daily. Manage the site with attention to site layout, safety, logistics, material handling, and pollution control, site attendances and temporary utilities and clean up. Organize Pre-construction orientation, weekly site meetings, handle queries, arrange for site datums and manage trade Contractors reporting process.
- j. **Administration of Project Construction:** Following the Project Procedures Manual, monitor the construction process, including document, records, meetings and system management. Advice on safety, fire protection, security, transportation control, pollution control, labor relations, temporary utilities and clean up. Conduct pre- construction orientation conference(s), attend progress meetings, advice on queries, work splits, and all other site matters.
- k. **Management of Construction:** Manage the work of the Trade Contractors and suppliers, in accordance with Trade Contractor purchase agreements. Establish Trade Contractors' procedure manual, monitor material, equipment and labor resources and ensure the work complies with the term of the method statement policies agreed with the Client. Provide administration of the distribution and storage of the appropriate information.
- l. **Site Logistics:** Plan and manage site logistics including site operation not including in contract scopes such as access, storage, site accommodation, welfare, utilities, fire services, medical facilities, safety and emergency routes.
- m. **Safety and Security Management:** Establish guidelines and manage the site safety and Security Programmed. Review the safety program developed by the contractors and co-ordinate.
- n. **Quality Control:** Assist in establishing and monitor the implementation of a Quality Management System which foresees that construction works are carried out in accordance with the specification and quality control procedures.
- o. **Quality Management:** Establish, Implement and manage a quality Management System in accordance with specification and quality control procedure. Arrange for and co-ordinate independent laboratory testing / inspection as require. Implement remedial action as defects are noted.
- p. **Change Order Monitoring:** Advice on the development of a change order

reporting system, monitor implementation and advice on settlement of change orders.

- q. **Change Order Management:** Advice and implement at change Order reporting system. Evaluate proposed changes in term of their impact on design, construction and operation, proposing remedial action where appropriate. Make recommendations on the settlement of Change Orders.
- r. **Performance Monitoring and Measurement:** Monitor and report on progress as the project evolves, in terms of work performed and progress achieved tying together physical progress and financial status. Monitor compliance and assess performance of all project participants. Evaluate and make recommendations on Trade Contractors requests for progress payments. Manage the contractors to achieve satisfactory performance. Recommend courses of action when the contractual requirements are not being met.
- s. **Variation Statements:** Provide regular monitoring of the approved estimate of construction costs, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between budgets and actual.
- t. **Certification of Bills:** Develop and implement procedures for the review and processing of Applications for Payment by the Contractors for progress and final payments.
- u. Assist NPCI in selecting and retaining the professional services of surveys, special consultants and testing laboratories. Co-ordinate their services.
- v. Consult with NPCI and Design Consultant if any contractor requires interpretations of the intent and meaning of the design documents, and assist in the resolution of such questions.
- w. Arrange for the delivery and storage, protection and security of all NPCI-purchased materials, systems and equipment, which are part of the project until they are finally incorporated.
- x. **Claims Management:** Advice the Client on management of claims to minimize or avoid disputes. Establish a Claims log; evaluate claims and advice at negotiations with Trade Contractors.
- y. **Reporting:** Assemble Monthly Report Which include progress photographs, status of design, permits/ license, agreements and negotiation with third parties and bid packages, trade contractor performance, schedule reports, cost/ financial report, bonds, problem areas and recommendations for action. Solicit Trade Contractors to keep accurate written reports on labor, weather, progress, material / equipment, accident and other pertinent

matters.

- z. **Submittal Process:** Monitor and review Contractors' material procurement schedule logs for completeness, accuracy and compliance.
- aa. **Commissioning Management:** With the appropriate Consultants, establish procedure for and manage the commissioning of all services.
- bb. **Final Acceptance Implementation:** Establish Standards for Final Acceptance. Implement remedial action should defects be noted. Advise the Client on acceptance of completion, manage hand over to the Clients' operator and maintenance staff and advice on payment of the trade contractors' final accounts.

4. POST CONSTRUCTION STAGE:

- a. Assist in the preparation of the punch list / snag lists as the contractor's work, or designated portion, is completed and a schedule for their completion.
- b. **Completion Certificate:** Assist in the determination of when a project is substantially complete, and the necessary steps that are required before the certificate can be issued.
- c. **Handing Over:** Assist in the final inspection, secure all guarantees deliver all keys and manuals and records etc. at completion.
- d. **O & M Manuals & "As-Built" Drawings Monitoring:** Monitor the Preparation of all necessary operating and maintenance manual and As Built Drawings and their supply to the Client.
- e. **O & M Manuals & "As-Built" Drawings Collation:** Assemble and collate all operating and maintenance manual, drawing, instruction and procedures provided by the Trade Contractors and suppliers.
- f. **Training of Operational Personnel:** Organize the training of the Clients operations and maintenance personnel.
- g. **Facilities/Building Management:** Provide technical and informational assistance to facility management team of NPCs as and when needed.
- h. **Release of Retention Amounts / Bank Guarantee:** After the successful completion of defects liability period, certify payments of retention amounts and close contracts.

3.4 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.

3.4.1 The Bidder should be registered under The Companies Act, 1956/ The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008/ Limited Liability Partnerships Act, 2012 (as applicable) for over ten years in the field of either one or all of the following categories - construction management consultancy, construction supervision, project monitoring, project management consultancy or Third party inspection, for office building / IT / ITES park/ building / Data Centre building as on 30th April 2018.

3.4.2 The Bidder should have minimum average annual turnover of INR 150 crores during the last three financial years - FY 2014-15, 2015-16, 2016-17 or Calendar years and Bidders Calendar years.

The Bidder should have positive net worth in the last two financial years - FY 2015-16, 2016-17.

3.4.3 Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad. (Declaration is required from the bidder on his letter head.)

3.5 TECHNICAL PROPOSAL

In preparing the Technical Proposal, the Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The technical proposal should clearly demonstrate the Bidders understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the RFP. While preparing the Technical Proposal, the Bidders must give particular attention to the following:

3.5.1 RECENT ONGOING/COMPLETED ASSIGNMENTS

(i) A brief description of the Bidder's organization and an outline of recent experience on completed and/ or ongoing assignments.

(ii) At least one similar project value costing more than INR 250 Crore OR Two (2) similar projects costing more than INR 150 Crores each OR Three (3) similar projects costing more than INR 100 Crores each, all in the last five (5) calendar years or financial years ending previous day of last date of submission of tender. (Project of office building or/and IT/ITES park/ building or/and Data Centre Building will only be considered)

(iii) Out of the above projects, preferably atleast one project, the Bidder should have provided CMC services for Data Center projects which are either/or Tier3/Tier 4 which are uptime/TIA 942 certified projects (Data Center built-up area should be in the range of minimum 20,000 sq.ft to 1,00,000 sq. ft.)

(iv) The projects should have been completed or ongoing during the last five financial years - 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18.

3.5.2 RESOURCES:

(i) The assignment carried out by individual staff member or any associates prior to joining the Bidder cannot be called as the experience of the Bidder firm but may be referred to in the curriculum vita of staff proposed for the services.

(ii) Key professional staff namely Project Manager, Contract Manager, Senior Civil Engineer, Senior Electrical Engineer and Senior Mechanical Engineer proposed shall be permanent/regularized employees of the Bidder or have an extended and stable working relation with it.

(iii) Proposed professional staff must have at least the experience indicated in the Section 3.3

(iv) Alternative professional staff who are currently not employed, shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(v) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in the RFP. It is desirable that the Bidder's personnel has a working knowledge of the local language of Hyderabad.

3.5.3 PRESENTATION AND WORK METHODOLOGY:

The Bidder firm should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the project's required outcome. The shortlisted Bidders shall be invited to deliver a presentation (15 mins presentation + 10 mins for Q&A) on the capability and shall include the following information:

- Organization structure
- Reporting and recording system proposed for the work at the execution stage.
- Bidder's own Quality plan.
- Billing plan that might be used for contractor.
- SWOT of the organization in terms of CMC. Projects completed/ ongoing of similar size and nature.
- Hypothetical execution (work plan) stages in details
- Any other information required to be shared with NPCI.

Date and time of the presentation shall be intimated to all shortlisted bidders.

3.5.4 The Technical Proposal shall not include any financial information.

Refer to Section 4.12 for further details for contents in Envelope A (Eligibility Criteria), Envelope B (Technical Criteria) and Envelope C (Commercial Criteria).

Section 4 - Instruction to Bidders

A. The Bidding Document

4.1 Definition:

Unless the context otherwise requires, the following terms whenever used in this contract will have the following meanings:

1. "NPCI" means National Payments Corporation of India or its authorised representative.
2. CMC shall mean Construction management consultant
3. The Project Architect means the Architectural Consultants to whom NPCI has entrusted the architectural services design of the Project.
4. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
5. "Engineer In Charge" means an Officer NPCI or Architect so appointed by NPCI responsible to direct, supervise and be in charge of the Services to be performed by the Bidder under the Contract.
6. "Services" means the work to be performed by the Bidder pursuant to this contract.
7. "Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof. as described in Appendix -B hereto.
8. "Site" means the property belonging to the NPCI on which the Services will need to be performed.
9. "Month" shall mean a calendar month.
10. RFP shall mean Request for Proposal
11. Bid, Tender and RFP are used to mean the same.
12. Project Management firm, Construction management consultant, firm, Bidder, successful bidder is used to mean the same.
13. "**Built up Area**"- The Ground area covered immediately above the plinth level covered by the building but does not include the space covered by:
 - a. Garden, rockery, well and well structures, plant nursery, water pool, swimming pool (if uncovered), platform round a tree, tank, fountain, bench, chabutra with open top and unenclosed on sides by walls and the like;
 - b. Drainage culvert, conduit, catch-pit, gully-pit, chamber, gutter and the like;
 - c. Compound wall, gate, slide/ swing door, canopy, and areas covered by hajji or similar projections and staircases which are uncovered and open at least on three sides and open to sky. Minimum built up area of 4 Lac sq.ft. including parking or maximum permissible FSI as per local authority norms.

4.2 Content of Bidding Document:

The Bid shall be in 3 separate envelopes, Envelope A, B and C. Envelope A - Eligibility Criteria documents in one envelope, Envelope B - Technical Bid in the second envelope and Envelope C - Commercial bid document in the third envelope. The contents of the Envelopes are mentioned in Section 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 RFP	Clarification sought	Additional Remark (if any)

B. Preparation of Bid

4.4 Bid Price:

Prices should include all cost including all taxes, duties levies, travelling cost, overheads, manpower cost, labour cost etc. whatsoever except GST. Applicable GST as per prevailing rate should be separately mentioned as provided in the Commercial bid format.

4.5 Period of Validity of Bids:

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

4.6 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 Rest. 2,00,000/- (Rupees two lac only) in the form of a Demand Draft/Pay order from a scheduled bank in India in favor of "National Payments Corporation of India" payable at Mumbai or by way of a Bank Guarantee valid for 180 days, 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. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the Purchase Order by the selected Bidder.

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.

For greater clarity, where a Bank Guarantee is furnished by the Bidder as EMD, the Bank Guarantee shall be invoked and the EMD amount forfeited forthwith upon happening of any of the events listed out from 4.10.1 to 4.10.5 in clause 4.10 above.

C Submission of Bid

4.11 Bidding process:

4.11.1 The Bid shall be prepared in three (3) envelopes clearly marking Envelope A - 'Eligibility Criteria' on one envelope and Envelope B - 'Technical Criteria' on second envelope and Envelope C - 'Commercial bid' in the third envelope.

4.11.2 All envelopes shall be sealed and put into an outer envelope marked as 'REQUEST FOR PROPOSAL FOR SELECTION OF CONSTRUCTION MANAGEMENT CONSULTANT FOR CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) BUILDING AT HYDERABAD'.

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 Envelopes:

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

Document name	Refer 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
7. RFP document duly signed and stamped on all pages by the authorized signatory	NA
9. DD/Pay Order towards EMD	Original DD/ Bank Guarantee to be provided

- 4.12.1 Envelope 'B' Technical Criteria Response Bid:** The following documents shall be inserted inside Envelope 'B'

Document name	Refer Annexure nos.
1. RECENT PROJECTS (ONGOING AND/OR COMPLETED)	Annexure F1
2A. RESOURCE DEPLOYMENT	Annexure F2
2B. Curriculum Vitae of the Key Resource	Annexure F3
3. PRESENTATION AND METHODOLOGY	Colour Copy of the presentation in Power Point presentation needs to be submitted

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

Document name	Refer Annexure nos.
I. Commercial Bid Form	Annexure G1 and Annexure G2

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 or Technical 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.

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 to the bidders 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.
- 4.20.3 NPCI reserves the right to amend the requirement in part or full at any point of time as deemed necessary prior to issuance of Purchase Order to the successful bidder.

4.21 RFP Abandonment:

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

4.22 Bid Evaluation Process:

The Bid Evaluation will be carried out in 2 stages.

4.23 Contacting NPCI:

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

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 and those who qualify in the eligibility bid, will be further evaluated in the Technical Bids i.e. Envelope B will be opened. Bidders shall invite the shortlisted Bidders for a presentation.

Stage 2 - In the second stage the Commercial Bids I.e. Envelope C will be opened. Commercial bids of only shortlisted bidders will be opened in the manner prescribed in clause no 5.3 of this RFP document.

5.2 Opening of Eligibility Bids and Technical Bids:

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

5.2.2 The representatives of the Bidders have to produce an authorization letter from the Bidders by way of letter or email to represent them at the time of opening of Eligibility bids. Only one representative will be allowed to represent each Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the NPCI.

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

5.3 Opening of Commercial Bids:

5.3.1 Only shortlisted bids that are technically qualified will be eligible for opening of the Commercial bid i.e Envelope 'C' and will be intimated the date, time and address for opening of Commercial bid.

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

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

Section 6 - Bid Evaluation

6.1 Preliminary Examination of Technical 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.
- 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 Technical 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 TECHNICAL EVALUATION

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

- 6.2.1 Compliance to Technical Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.
- 6.2.2 Technical skill set available, availability of customer support/ onsite support personnel etc., including required qualifications and certifications would be considered.
- 6.2.3 Presentation delivered by the shortlisted bidders for understanding their capability and other parameters as stipulated in the RFP.
- 6.2.4 Written reply, if any, submitted in response to the clarification sought by NPCI, if any, will be reviewed.
- 6.2.5 NPCI may interact with the Customers, whose references have been submitted by the Bidder, if required.

Bidder needs to provide relevant supporting documents for evaluation of all parameters indicated in the table below:

SR.	Criterion	Marks Allotted
A	RECENT PROJECTS EXECUTED (ONGOING/	40 Marks

	COMPLETED)	
A1	Overall projects executed in the capacity of CMC/ PM (reference parameters: name of the project, overall project cost, size in sq.ft, land area) Projects adhering to CVC and CAG guideline (Refer to Annexures enclosed under Technical Criteria)	
A2	No of Data Center projects executed (reference parameters: Built up area of DC floor, size of the project, no of racks, IT power load, cost of the project) Refer to Annexures enclosed under Technical Criteria	
A3	Reference Site and contact details (reference parameters: letter from client for completed projects and/or ongoing projects, contact information, approximate key manpower deployed etc.)	
B	RESOURCE DEPLOYMENT	
B1	Type of resource (permanent/contract), total years of experience, past projects handled, key positions held	40 marks
B2	Qualification of the key resources	
B3	Additional qualification (CDCS/ CDCP/ CDCE or ATD/ ATS, PMP etc.) if any	
C	PRESENTATION AND METHODOLOGY	
C1	Proposed approach, methodology, work plan and project tools in PPT	20 marks
D	TOTAL (D=A + B + C)	100 marks

NOTE:

1. Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, zero (0) marks may be assigned to that parameter/factor.
2. NPCI reserves absolute right to discretion in case of any doubt regarding any evaluation criteria and the award of marks therein.
3. Maximum of top three bidders who score **85 marks** and above in the Technical Evaluation criteria will be declared as Technically Qualified. In case the three bidders do not score 85 marks and above then the qualifying marks shall reduce to 80 marks. The Commercial bids of only the Technically Qualified bidders will be opened for establishing the L1 bidder. In order to assist in the examination, evaluation and comparison of Bids, NPCI may at its discretion ask the Bidder for a clarification

regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. However, while giving a clarification, a Bidder may offer a higher scope of work without any impact on Commercial Bid to be opened subsequently. NPCI may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Normalization of Technical Evaluation criteria scores will not be carried out. Total score evaluated and arrived for each bidder from the Technical evaluation criteria bid will be considered.

6.3 Evaluation of Commercial Bids:

6.3.1 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.

6.3.2 Commercial bids of shortlisted bidders who are technically qualified will be opened and evaluated to identify the L1 bidder. For commercial evaluation, the total cost indicated by the Bidder in the Commercial Proposal (excluding GST) will be considered.

6.3.3 The firms need to provide the Commercial bid in the format that is provided in **Section 10** in Envelope C (Commercial bid) only.

6.3.4 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.

6.4 Successful Evaluated Bidder:

1. The bidder with lowest commercial bid on the overall total cost mentioned in the commercial bid shall be declared as the successful bidder and will be called as L1 bidder. NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the 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.

Note: Arithmetical Errors in Commercial Proposals - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, the bid will be rejected and EMD may be forfeited. Bidder is advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by NPCI.

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 2 days of receipt of Notification of Award, the successful bidder shall provide the acceptance copy of the same to NPCI. Failure of the successful bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award in which case L2 bidder will then be invited for the work as details mentioned in Section 6. 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 one (1) day 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, manpower cost, travelling cost, background check, out of pocket expenses etc. except GST. GST must be separately mentioned on the commercial Bid as provided.
- 7.3.3** The benefits realized by the successful bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Bidder to NPCI.

7.4 Terms of Reference:

- 7.4.1** Successful bidder, within 14 days of receipt of Purchase Order, submit Performance Bank Guarantee equal to 10 % of the PO value valid for duration of project, with a claim period of 12 months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case successful bidder does not submit the PBG, NPCI shall withhold an amount equal to the value of the PBG from the payments due. PBG will be submitted as per NPCI format and shared with the successful bidder.

7.4.2 The Bidder shall employ and provide such qualified and experienced Personnel approved and agreed by NPCI, to carry out the Services. The Bidder shall also bond his Personnel to the confidentiality of the Services performed by them under this Consultancy Contract.

7.4.3 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Bidder's Key Personnel are described in Scope of Work. If any of the Key Personnel has already been approved by NPCI his/her name can be listed as well.

7.4.4 Removals and/or Replacement of Personnel

a) Except as NPCI may otherwise agree no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications. Interview of all such replacement shall be taken by NPCI prior to appointment of the Personnel. Process document for Handover- Takeover needs to be in place prior to such replacement so that NPCI operations is not affected.

NPCI shall consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, NPCI shall have the option either (1) to terminate the Purchase Order in part or as a whole or (2) to request Bidder for prompt replacement within 15 days at the Bidder's cost.

(b) If the Officer-in-charge (I) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the written request of NPCI specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to NPCI. Failure to do so shall be construed to be a default for which NPCI could terminate the Contract.

(c) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

In case any key resource wants to leave from service then Bidder shall take proper handover from the candidate before leaving the job so that NPCI operations shall not be affected.

7.4.5 Facilities to deployed CMC staff:

NPCI will provide furnished site office with electricity and water to CMC, free of cost. Laptops, Desktops and internet connectivity shall be borne by CMC. Multifunction Printer, Housekeeping and pantry (tea/coffee) services shall be provided by NPCI. All staff appointed and/or stationed at the said office shall need to be to the acceptance of and with the approval of NPCI.

The bidder should arrange for safety personal protective equipment, insurances of their personnel to comply with Labour Acts, local transportation of their personnel, accommodation, etc. complete as required for smooth management of work.

- 7.4.6 Working Hours:** The working hours of bidder's personnel shall be minimum 9 hours including lunch break. The Engineers shall work for all days of the month. The bidder and their personnel shall not be entitled to any overtime payment and the same is deemed to have been included in the Contract price. The bidder's personnel working at site shall observe the site construction working days, hours, weekly off, declared holidays and national holidays. It is responsibility of the bidder and his personnel in the event of works being executed during holidays and weekly offs.

7.5 Penalty for default in deployment:

- 7.5.1** In case during the progress of works, engineers remain absent for more than 5 consecutive days at site and bidder is unable to provide equivalent engineer as per contract, NPCI shall impose penalty on bidder which shall be equivalent to the value as per formula = $1.25 \times (A/B) \times C$

where A = Man month rate,

B = Number of Working days of the month and

C = Number of working days the engineer is absent.

The derived value shall be deducted of from the monthly bill subject to a maximum of 5% of the total value of the Purchase Order.

- 7.5.2** In the case of delay in compliance with the Purchase Order beyond 15 days of the stipulated time, NPCI will have the right to cancel the order.

7.6 Payment Terms:

- 7.6.1** Payment shall be made against monthly running bills. Attendance sheet approved by NPCI to be enclosed as supporting document with every invoice. Statutory documents if desired by NPCI needs to be provided. Quarterly certificate from the Bidder's Chartered Accountant confirming to the adherence of all statutory payments paid to the Bidder's personnel working in the project needs to be submitted to NPCI.

- 7.6.2** Payment shall be made within 30 days of submission of acceptance of invoice along with all necessary supporting for payment processing and the same shall be subject to tax deductions at prevailing rates.

7.7 Price:

There shall be no increase in price for any reason whatsoever throughout the term of the contract. NPCI reserves the right to increase/ decrease the tendered quantity to any extent of any or every item and delete any item at any stage of

work at the accepted rates. The Bidder's claim for compensation or damages on account of these shall not be entertained.

7.8 Obligations of the Bidder

7.8.1 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.

7.8.2 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 the contract.

7.9 Accounting, Inspection and Auditing:

The Bidder shall

7.9.1 Keep accurate and systematic account and record in respect of the services to be rendered, with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and

7.9.2 Periodically permit NPCI or its designated representative up to two years from the expiration or termination of the contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by NPCI.

7.10 Reporting Obligations:

The Bidder shall submit to NPCI periodic reports and documents at the scheduled intervals and the final report shall be delivered in CD form in addition to hard copies.

7.11 Exit option and contract re-negotiation:

- 7.11.1 NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the 'Order Cancellation' clause
- 7.11.2 Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at the site.
- 7.11.3 Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of vendors, NPCI will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.

7.12 Extension of Contract and Repeat orders:

- 7.12.1 The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this Contract, to the satisfaction of and as decided by the NPCI up to a period of three (3) years (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 month's period on the same rates and terms & conditions of the Contract. NPCI has right to alter (increase or decrease) the number of resources. NPCI has right to place repeat order to the bidder for any resources, mentioned in the Contract. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI.

7.13 Bidder's Liability

- 7.13.1** The selected Bidder will be liable for all the deliverables and scope of work.
- 7.13.2** The Bidder's aggregate liability about 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 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;

- 7.14.1** Delay in deployment of resources beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- 7.14.2** Serious discrepancy in the quality of service expected during deployment of resources.
- 7.14.3** 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 conceals or suppresses material information.

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

7.15 Termination of Contract

For Convenience: NPCI by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving two 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. NPCI may consider request of the bidder for pro-rata payment till the date of termination.

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 repeated failure (more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI) to perform the contract/Purchase Order.

7.16 Effect of Termination:

- 7.16.1** The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- 7.16.2** Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- 7.16.3** 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 favourable 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.
- 7.16.4** NPCI shall 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.
- 7.16.5** 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 a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of 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.
- 7.16.6** Upon cancellation of contract/completion of period of service, the Bidder should do peaceful handover of the legal possession of all the assets provided and obtain 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.

7.17 LIQUIDATED DAMAGES

- 7.17.1** In the event of discrepancies as per the Contract deliverables for which bidder is solely responsible or such authorized extension in timelines as may be permitted by NPCI in writing, bidder 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.
- 7.17.2** Such Liquidated Damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by NPCI due to discrepancies and shall be NPCI's sole recourse for late performance by Bidder under the contract/ Purchase Order.
- 7.17.3** For 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 Bidder or delay not caused by Bidder, including but not limited to suspension by NPCI or Bidder in accordance with the contract, weather downtime, delay due to Force Majeure, and any time spent or lost on additional work or standby.

7.18 Indemnity

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, employment claims of employees, 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.

7.19 Force Majeure:

Notwithstanding the provisions of the RFP, 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 because of an Event of Force Majeure.

7.20 Confidentiality

The Bidder shall (whether he submits the tender) treat the details of the documents as secret and confidential.

The Bidder and subcontractors if any shall (whether 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 H: NON-DISCLOSURE AGREEMENT hereof on stamp value of Rs 600.

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.

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

7.21 Resolution of Disputes

All disputes or differences arising out of or in connection with the Contract between NPCI and the Bidder shall be settled amicably through good-faith negotiation between senior management of both parties. 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 shall be subject to the exclusive jurisdiction of courts at Mumbai. The Governing Law is of India.

NPCI and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract/Purchase Order. If, NPCI and the Bidder have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

The dispute resolution mechanism to be applied shall be as follows:

1. In case of disputes or difference arising between NPCI and the Bidder relating to any matter arising out of or connected with this Contract, such disputes or difference shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time. Where the value of the Contract is above Rs 1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the Bidder. The third arbitrator shall act as the presiding arbitrator.

2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself;

4. Where the value of the contract is Rs 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

5. In case, during the Arbitration proceedings, the parties hereto mutually settle, compromise or compound their dispute/s or difference/s, the reference to the arbitrator and the appointment of the arbitrator or the arbitrators or the presiding arbitrator, as the case may be, shall stand withdrawn or terminated with effect from the date on which the parties hereto file a joint memorandum of settlement thereof with the arbitrator or the arbitrators and the presiding arbitrator, as the case may be.

7.22 Compliance with Applicable Laws of India

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force 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 all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI /officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NPCI and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

7.23 Legal Compliances:

The Bidder confirms to NPCI that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow NPCI as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. NPCI shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. NPCI shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

7.24 Compliance of Labour and other Law:

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NPCI about all laws in force 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 all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI /officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NPCI and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NPCI will give notice of any such claim or demand of liability within reasonable time to the Bidder.

7.25 Intellectual Property Rights:

All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

7.26 Statutory Compliance:

Bidder shall comply and ensure strict compliance by his employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify NPCI from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against NPCI under Employees' Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, etc. Shop and Establishment Act and Labour Laws which would be

amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

Bidder shall ensure to keep and maintain all the statutory registers, records as required under provisions of contract of Labour(R&A) Act, 1970, Minimum Wages Act and the rules made thereunder, Employees Provident Fund Act, 1952 and keep the same available for inspection by NPCI and Government Authorities.

7.27 No Damage of NPCI Property

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

7.28 Governing Law

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

7.29 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 in the process of project execution.

NPCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

7.30 Governing Language:

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

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,
1001A, B Wing, 10th floor,
The Capital,
Bandar Kurla Complex, Bandar
(E)
Mumbai 400 051

Subject: NPCI: RFP: 2018-19/REI/001 Dated: 18th June 2018 - Request For Proposal
"REQUEST FOR PROPOSAL FOR SELECTION OF CONSTRUCTION MANAGEMENT CONSULTANTS FOR
CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) BUILDING AT HYDERABAD".

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.
2,00,000/- (Rupees Two lacs only). This EMD is as required by clauses 4.8 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:

8.2 Annexure A2 - EMD (Bank Guarantee)

"To be put in Envelope 'A'"

[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 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)

To be Put in Envelope 'A'

(Bidder's Letter Head)
OFFER LETTER

Date:

Place:

To

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

Dear Sir,

Subject: NPCI: RFP: 2018-19/REI/001 Dated: 18th June 2018 - Request For Proposal "
REQUEST FOR PROPOSAL FOR SELECTION OF CONSTRUCTION MANAGEMENT CONSULTANTS FOR
CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) BUILDING AT HYDERABAD".

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 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.

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 - "To be put in Envelope 'A'"

Details of the Bidder		
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Status of the Company (registered company under Company's Act 1956/Partnership/Proprietorship)	
4	Details of Incorporation of the Company. Certificate to be submitted	Date:
		Ref#
5	Details of Commencement of Business	Date:
		Ref#
6	Valid GST registration no.	
7	Valid registration or empanelment number/ certificate number from local municipal body or recognized institution (if any)	
8	Permanent Account Number (PAN)	
9	Name & Designation of the contact person (Director) 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

“To be put in Envelope ‘A’

Sr. No.	Description	Complied with statements - YES/NO	Proof attached
1	Bidder should be registered under The Companies Act, 1956/ The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008/ Limited Liability Partnerships Act, 2012 (as applicable) for over ten years in the field of either one or all of the following categories - construction management consultancy, construction supervision, project monitoring, project management consultancy or Third party inspection, for office building / IT / ITES parks, building / Data Centre building as on 30th April 2018.		Proof should be submitted: 1) Valid Certificate of Registration/ incorporation/ partnership deed etc. 2) Pan card of company 3) GST/ TIN details and copy of certificate 4) Work orders/ Purchase Orders/ Letter from Client for completed and ongoing projects
2	The Bidder should have minimum average annual turnover of INR 150 crores during the last three financial years -2014-15, 2015-16 and 2016-17 The Bidder should have positive net worth in the last two financial years - FY 2015-16, 2016-17.		1) Audited Balance Sheet & Profit and Loss statement for the last three years ending FY 2016-17 or calendar years or Bidders calendar year with CA certificate with CA's registration no/seal and sign. 2) For Positive Net worth, CA certificate with CA's registration no/seal and sign.
3	Bidder should not be currently blacklisted from any of the government, semi-government institutions public/ private companies in India or abroad. (Declaration is required from the bidder on his letter head.)		Annexure E - Declaration regarding Clean Track by Bidder

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

"To be put in Envelope 'A'"

(On Company/firm's Letterhead)

To,

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

Sir,

Re: NPCI: NPCI: RFP: 2018-19/REI/001 Dated: 18th June 2018 - Request For Proposal
"REQUEST FOR PROPOSAL FOR SELECTION OF CONSTRUCTION MANAGEMENT CONSULTANTS FOR
CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) BUILDING AT HYDERABAD".

I have carefully gone through the Terms and Conditions contained in the above referred RFP. 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’

9.1 Annexure F1 – List of ongoing/Completed Projects/ To be put in Envelope ‘B’

“To be put in Envelope ‘B’ - TECHNICAL CRITERIA

Enclosed is the format for providing the list of ongoing projects:

Project Name	
Location: (Within India)	
Built Up area in sq.ft/ Floor plate/ No or floors/ Purpose	
Type of Project (IT Park/ ITES building/ Data Centre etc.)	
Status of the Project - (Ongoing/ Completed)	
No of Professional Staff / Month : Duration of Assignment	
Start Date of the project (dd/mm/yy)	
End Date of the project if completed/ tentative date if ongoing	
Value of the Project in INR (Cr)	
Value of the CMC services rendered in INR	
Name of Senior Staff from the Bidder (Project Director/Coordinator, Team Leader) involved and functions performed :	
Narrative Description of Project:	
Name of the Client	
Address of the Client	
Contact information of the client	
Name:	
Designation	
Email address	
Cell Nos	

Note. :

1) Attached separate sheet for each work if required. (If CMC of Data Centre Building has been carried out then mention the number of racks, size of IT Load, rack density, white and grey space and other technical details to understand the size of the project under Narrative Description of the Project.)

2) Client Reference is to be enclosed on the client letter head along with details of the project, name of Project Leader/ Manager managing the project and the scope of work carried out by the Bidder

3) Work Order/ Purchase Order to be enclosed.

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

Name, Designation and Signature/ Stamp:

9.2 Annexure F2 - PROPOSED KEY PERSONNEL TO BE DEPLOYED FOR IODC PROJECT

“To be put in Envelope ‘B’ - TECHNICAL CRITERIA

Sr. No	Proposed Position	Name of the Personnel to be deployed	Qualification	Date of Joining the Bidder firm	Total No of years of experience/ Past projects handled with position held	Permanent / Contract Employee
1	Project Manager					
2	Contract Manager					
3	Senior Civil Engineer					
4	Senior Mechanical Engineer					
5	Senior Electrical Engineer					

Note: Attach Copy of PF statement for each of the proposed key staff as per the table above.

Only Key staff to be mentioned as per details mentioned in Section 3 (Scope of Work)

Authorized Signatory
Name and Title of the Signatory
Name of the Bidder firm

9.3 Annexure F3 – CURRICULAM VITAE OF KEY PERSONNEL TO BE DEPLOYED FOR IODC PROJECT

“To be put in Envelope ‘B’ - TECHNICAL CRITERIA

1	Proposed Positon		
2	Name of the personnel		
3	Date of Birth/ Age		
4	Nationality		
5	Education (Year in which the qualification were obtained must be stated)		
6	Other professional qualifications achieved if any - CDCS, CDCP, CDCE, ATS, ATD, PMP etc.		
7	Other trainings attended if any		
8	Languages known		
9	Membership to Professional Bodies		
10	Countries/ state of work experience		
11	Employment Record	Stating with the present position. List in reversed order employment held	
	Dates	From	To
	Employer		
	Position Held		
	Description of duties		
12	Detailed Tasks Assigned (List of tasks one by one and support each task by project experience on the right hand side)	Work Undertaken Which Best Illustrates Capability To Handle The Tasks Pertaining To The Proposed Position	
		List project names, locations, years, positions held, i.e. supervision engineer, site inspector, etc. with exact duties rendered and time spent on each project	

I/We understand that any wilful mis-statement described herein may lead to disqualification.

Sign of the personnel whose name is mentioned

Authorized Signatory

Name and Title of the Signatory

Name of the Bidder firm

Section 10 - Documents/ Forms to be put in Envelope 'C'

10.1 Annexure G1 – Commercial Bid form

(To be included in Envelope 'B')

(On the letterhead of the bidder)

Commercial Bid Form

To,

Date:

MD&CEO

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

Dear Sir,

Re: NPCI: RFP: 2018-19/REI/001 Dated: 18th June 2018 - "REQUEST FOR PROPOSAL FOR SELECTION OF CONSTRUCTION MANAGEMENT CONSULTANTS FOR CONSTRUCTION OF OFFICE AND DATA CENTRE (IODC) BUILDING AT HYDERABAD".

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required end to end Construction Management Consultancy in conformity with the said Bidding documents for the total amount of Rs. _____ (Rupees in words

_____) inclusive of all taxes, levies, duties, manpower/management cost, travelling cost, statutory payments, overheads etc. and exclusive of GST which shall be paid additional as per the prevailing rate for a minimum built-up area of 4 Lac sq.ft including parking or up to maximum built up area as per local authority norms. However the final cost shall be determined on the basis of actual deployment of bidder's personnel as communicated by NPCI in writing and shall be final and binding on us.

We undertake, if our Bid is accepted, to provide the services for the above purpose within the stipulated time schedule. This Offer is valid for 180 days from due date of submission of Commercial bid document.

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.....2018.

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

10.2 Annexure G2 - Commercial Bid Form - Schedule of Quantities and Rate

“To be put in Envelope ‘C’

1. The schedule of quantities is to be read for pricing in conjunction with the instructions to tenderer, conditions of contract, terms of reference and scope of work.
2. The price quoted in the schedule of quantities shall be the all-inclusive value of the work described including all costs and expenses which may be required in and for the work described together with all general risk, liabilities and obligation set forth or implied in the documents on which the tender is to be based.
3. The quantities stated are to be considered approximately only and the unit prices entered in the scheduled of quantities shall apply only to the actual quantities measured in the completed work in accordance with specification.
4. The CMC shall fill rates in the schedule of Quantities and Rates in both figures and words and shall also workout the amount for the quantities against the items in the schedule.
5. The prices quoted shall include all taxes, duties, manpower/management cost, travelling cost, statutory payments, background checks, recruitment charges, overheads etc. except GST which shall be additional and paid at prevailing rate.

SR.	DESCRIPTION	UNIT	Total Tenure in Months (A)	MAN MONTH RATE INR (B)	AMOUNT INR C= (A * B)
1	PROJECT MANAGER (1 no.)	Man- Month	36		
2	CONTRACTS MANAGER (1 no.)	Man- Month	36		
3	QUANTITY SURVEY CUM BILLING ENGINEER (1 no.)	Man- Month	32		
4	SENIOR CIVIL ENGINEER (2 nos.)	Man- Month	56		
5	SENIOR MECHANICAL ENGINEER (1 nos.)	Man- Month	26		
6	SENIOR ELECTRICAL ENGINEER (1 nos.)	Man- Month	27		
7	JUNIOR CIVIL ENGINEER (2 nos.)	Man- Month	54		
8	JUNIOR MECHANICAL ENGINEER (2 no.)	Man- Month	51		
9	JUNIOR ELECTRICAL ENGINEER (2 no.)	Man- Month	50		

10	HSE Officer (1 no.)	Man-Month	29		
11	Documentation Officer	Man-Month	27		
12	Multi Skilled Technician (2 nos.)	Man-Month	50		
13	Construction Supervisor (1 no.)	Man-Month	27		
14	Electrical Supervisor (1 no.)	Man-Month	27		
	GRAND TOTAL*				

*GST is additional and shall be paid at prevailing rate.

Total in words (Taxes additional):

Section 11 Annexure H: NON-DISCLOSURE AGREEMENT

(Format of NDA to be executed on Rs 600/- stamp paper is enclosed. No change is permissible unless sought in writing from NPCI.)

This Agreement is made and entered on this ----- day of -----, 2018 ("**Effective Date**") between

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

AND

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

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

NOW THEREFORE

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

Article 1: PURPOSE

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

Purposes:

- 1.
- 2.
- 3.
- 4.
- 5.

Article 2: DEFINITION

For purposes of this Agreement, "**Confidential Information**" means the terms and conditions, and with respect to Disclosing Party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs.

Article 3: NO LICENSES

This Agreement does not obligate the Disclosing Party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring to the Receiving Party any rights, license or authority in or to the Confidential Information disclosed to the Receiving Party under this Agreement or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by the Receiving Party for any purpose whatsoever. This Agreement does not create a joint venture or partnership between the parties.

Article 4: DISCLOSURE

1. Receiving Party agrees not to use the Disclosing Party's Confidential Information for any purpose other than for the specific purpose as mentioned in the recital clause. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, **representatives, agents**, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: DISPUTE RESOLUTION

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

Article 10: GOVERNING LAW AND JURISDICTION

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

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

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

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

Article 14: INDEMNITY

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

Article 15: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) In the case of personal delivery or electronic-mail, on the date of such delivery, (b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) In the case of mailing, on the seventh working business day following such mailing.

3. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and any additional agreement, if any, shall be binding along with that relevant Agreement in addition to this Non Disclosure Agreement without affecting the provisions of this agreement. In the event where only this agreement is existing than the provisions of this Agreement shall prevail. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement or modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. The remaining provisions will continue in full force and effect.
4. Any breach of any provision of this Agreement by Receiving Party hereto shall not affect the Disclosing party's non-disclosure and non-use obligations under this Agreement.
5. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

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

**NATIONAL PAYMENTS CORPORATION OF
INDIA**

TYPE COMPANY NAME

By:

By:

Name:

Name:

Designation:

Designation: