



**Request for Proposal for Selection of Construction Management Consultant (CMC)  
for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai**

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RFP Reference No: NPCI/RFP/2018-19/IT/18dated 27.02.2019  
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This RFP document is not an agreement and is not an offer or invitation by NPCI to any parties other than the Bidders/ applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. NPCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. NPCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

**Note:** Bids will be opened in the presence of the Bidders' representatives who choose to attend Bid opening meeting.

### Checklist

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

1. Demand Draft / Pay Order Rs. 11,800 (Rs Eleven thousand eight hundred only inclusive of GST@18%) towards cost of Bid document in Envelope - 'A'
2. Demand Draft / Banker's Cheque / Bank Guarantee of INR 25,00,000/- (Rupee Twenty Five lakhs only) towards Bid Security in Envelope 'A'- Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope 'A'- Eligibility Criteria Response.
5. Envelope 'B'- Technical Response
6. Envelope 'C'- Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope - 'A'.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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**Abbreviations and Acronyms**

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

BG	Bank Guarantee
CDC	Captive Data Center
CMC	Construction Management Consultant
EMD	Earnest Money Deposit
NPCI	National Payments Corporation of India
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
CDCP	Certified Data Center Professional
CDCS	Certified Data Center Specialist
CDCE	Certified Data Center Expert
ATD	Accredited Tier Designer
ATS	Accredited Tier Specialist
PMP	Project Management Professional
NEBOSH	National Examination Board in Occupational safety and health
NICMAR	National Institute of Construction Management and Research
RFP	Request for Proposal
SOW	Scope of Work
SLA	Service Level Agreement
OLA	Operational Level Agreement
EMD	Earnest Money Deposit
DC	Data Center
MVA	Mega Volt Ampere
KVA	Kilo Volt Ampere
KL	Kilo Litre
SFT	Square Feet
EB	Electricity Board

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Section 1 - Bid Schedule and Address

S.No.	Description	
1	Name of the Project	Request for Proposal for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai.
2	Tender Reference Number	RFP Reference No: NPCI/RFP/2018-19/IT/18 dated 27.02.2019
3	Last date of receiving vendor Pre-bid clarifications in writing	8th March 2019, 18:00 hrs.
4	Date and Time for Pre-bid Meeting	14th March 2019, 18:00 hrs.
5	Last date and time for Bid Submission	22nd March 2019, 18:00 hrs
6	Address and Place of Bid Submission	IT- Procurement National Payments Corporation of India C/o Reliance Communications IDC, Plot No.20, Survey No.64,Opp.Tech Mahindra, Hi-tec City, Madhapur, Hyderabad - 500081
7	Date and Time of Eligibility & Technical bid Opening	25th March 2019, 15:00 hrs
8	Date and Time of Commercial Bid Opening	Will be informed to the bidders who qualify in the Technical Bid.
9	Name and Address for communication	IT- Procurement National Payments Corporation of India C/o Reliance Communications IDC, Plot No.20, Survey No.64,Opp.Tech Mahindra, Hi-tec City, Madhapur, Hyderabad - 500081
10	Bid Related Queries	Arulraj Somasundaram      Contact :+91 9908011905 Email id: arulraj.somasundaram@npci.org.in Prashant Awale              Contact :+91 8108108650 Email id: prashant.awale@npci.org.in Charles.D                      Contact :+91 9849990809 Email Id: Charles.d@npci.org.in
11	Bid cost	₹. 11,800/- (Rs. 10,000/- plus GST @18 %)
12	Bid Security	₹25,00,000/- (Rs One Twenty Five lakhs only)

**Note:**

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

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

### 2.2 Objective of this 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 Rated 4/Tier IV Captive Data Center on approximately 3.55 acres of land with a built up area of 1.2 Lac sq.ft (+/-25% variance) at Narsingi Village, Hyderabad & approximately 3.07 acres of land with a minimum built up area of 1.2 Lac sq.ft (+/-25% variance) at Siruseri, SIPCOT IT Park, Chennai.

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 Turnkey tender document, bid process management, assist NPCI in selection of Turnkey Bidder right from inception till commissioning including project documentations, for the development of Captive Data Center at Hyderabad & Chennai.

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

### 2.3 Cost of the RFP

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

The Bidders can submit the bid response at NPCI's office at the following Address.

National Payments Corporation of India.

C/o Reliance Communications IDC,

Plot No.20, Survey No.64, Opp. Tech Mahindra,

Hitec City, Madhapur, Hyderabad - 500081

Along with non-refundable amount of ₹. 11,800.00 (Rupees ten thousand plus GST@18%) in envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favouring "NATIONAL PAYMENTS CORPORATION OF INDIA" payable at Mumbai.

### 2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of NPCI on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned during/after the final declaration of the successful Bidder.

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The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

2.5 Ownership of this RFP

The content of this RFP is a copy right material of National Payments Corporation of India. No part or material of this RFP document should be published in paper or electronic media without prior written permission from NPCI.

### Section 3 - Scope of Work

#### 3.1 Infrastructural Brief

Description	Chennai	Hyderabad
Plot Size	3.07 acres	3.55 acres
Built up Area	1,20,000 Sft	1,20,000 Sft
No of floors	G+3	G+3
Floor Plate	30,000 Sft	30,000 Sft
Total Height of the Building	More than 15 & Less than 30 meters	More than 15 & Less than 30 meters
Apprx. Electricity Demand	3 mVA - 5 mVA, 1 Dedicated & 1 Distributed feeder, 11/33 kV	3 mVA - 5 mVA, 1 Dedicated & 1 Distributed feeder, 33 kV
Transformer	2.5 mVA*2 nos	2.5 mVA*2 nos
Diesel Generator	2.5 mVA*2 nos	2.5 mVA*2 nos
HSD UG Tank	20 KL*2 nos	20 KL*2 nos
Lift	1 Passenger & 1 Freight lift	1 Passenger & 1 Freight lift

The built up area will be 1.2 Lac sq.ft (+/-25% variance) at each location of Hyderabad & Chennai.

Each Captive Data Center having a capacity of 250 racks (with scalability upto 500 racks) and workstations for approx. 150+ employees for IT technical, development, testing, NOC and SOC Centers to monitor the Data Center operations, application testing, development and infrastructure monitoring.

Training rooms, meeting rooms and conference rooms are partially on 2nd floor and 3rd floor is planned.

Necessary Infrastructure provision in terms of DG, transformer requirements, HVAC requirements and Fire & safety etc. for Tier IV/Rated 4 Captive Data Center.

Building is proposed to be Ground plus three floors with approximate floor area shall not less than 30,000 SFT.

Total Power requirement for entire project: Maximum 5 MVA with two separate dedicated/distributed feeders from EB Substation.

Two separate 33kV Metering Kiosks subject to local EB feasibility. Main Receiving substation: 11kV or 33kV / 0.415kV, 2 X 2.5MVA transformers.

Centralized air conditioning with energy efficient technology for Data Center and office floor.

Data Center will be of design, build and operate model and DC will obtain Uptime Institute or EPI Tier-IV/Rated 4 certification from Uptime Institute or TIA942 for Design Documents, Constructed Facility & Operational Sustainability.

Recreation facilities is also being planned in Data Center.

The project duration is envisaged to be total 24 months. (3 month's preconstruction stage, 15 months Construction stage and 6 month's post construction stage and fit-outs). The final manpower deployment schedule shall be shared with the successful Bidder.

#### 3.2 Scope of work:

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

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 Tier IV/Rated 4 Captive Data Center with certification from National and International organization and meeting all local, National and International codes/ norms, guidelines with utmost priority for safety and security.

## 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 & Fire (HSEF) 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 at free of cost.
7. Laptops, Desktops, Multifunction Printer and internet connectivity shall be borne by CMC. 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.
8. 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 at least three (3) 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 preconstruction works. All expenses related to lodging/Boarding, transportation to be borne by CMC

- a) Project Manager: B.E/B. Tech. 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 Center 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 In charge 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/B.Tech. Civil with minimum 10 years of relevant experience (Data center experience preferred). Shall assist client and Project Manager in Bid management, preparation of Turnkey tender, compiling tender packages, vendor evaluation, manage instruments for tender process

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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/B.Tech Civil Engineer with minimum 8 years of experience in Quantity survey and billing.
- Preparing detailed measurement of work done for payment of Running/Final Bills.
  - Preparation of RA bills of the work-checking-certification for payment in time.
  - Preparation of Rate analysis, Extra items/deviation items
  - Monthly checking of Items of BOQ and reporting in advance for likely exceeding BOQ quantities
  - Submission of Reports & Returns as specified in the contract
  - Maintaining all Files & Registers stipulated for inspection & updating
  - Testing of materials as per specifications & Reporting to NPCI or as per site requirement
  - All correspondences related works
- d) Senior Civil Engineer: B.E/B.Tech 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/B.Tech 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/B.Tech Electrical with minimum 10 years of experience in building of Tier-III/Tier-IV Data Centers. 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) HSEF Engineer: Minimum 5 Years of Experience in Project HSEF management. Preferable Diploma in HSEF from NICMAR
- 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.

9. 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 Bidder, 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.
10. 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.
11. CMC shall comply with CVC (Central Vigilance Commission) and CAG (Comptroller and Auditor General of India - CAG) guidelines at all stages of the project.
12. CMC shall be required to work in close coordination, provide requisite information, and be available for meetings with the Design Consultant/ Turnkey Bidder and other persons/ organizations associated with the construction, in all such matters as directed by NPCI.
13. 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.
14. 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 fulfilment 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.
15. CMC shall create comparison documents for available options with recommendation to assist NPCI to select the final options

**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 (RFP), including preparation of cost estimates of Turnkey 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 Bank Guarantee
    - 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.

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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/Turnkey Bidder. 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:**

1. 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 HSEF procedures, applicable relevant standards and codes and sound engineering practices.
2. 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.
3. 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.
4. 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.
5. CMC shall check that various products guarantees are available for sufficient period.
6. CMC shall conduct monthly Quality Audit in co-ordination with NPCI.
7. 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).
8. 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 Environment & Fire 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.

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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, Labour 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 Risk Control:**

1. CMC shall maintain the Risk register and track the risk till mitigation
2. CMC shall identify, analyze, evaluate the risk and provide the status to NPCI for mitigation and arrange a report on status.

**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.

**Stage Wise Scope of Work:**

**Pre-Construction Stage**

- a) Project Strategy: Prepare an overall strategic master program 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, and 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.

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- 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, and 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 Planning 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 quantities 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.

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- 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 Notice Inviting Tender** 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) Peer review of all Structural, Architectural & Civil designs (Design basis Reports) prepared by various consultants is in CMC's scope of works.
- y) Proof checking of all Structural design drawings is covered in the scope.
- z) Peer review of all good for construction (GFC) drawings of Architectural Civil and structural works prepared by various consultants is in CMC's scope of works. CMC will carry out peer review all GFC's and further check compliance to the comments issued.
- aa) Review of Shop drawings or Vendor drawings or Fabrication drawings prepared by Structural/civil/architectural Contractors is considered in CMC's scope of works.

**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.

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- i) Assist in the preparation of construction contracts. Advise on the acceptability of subcontractors and suppliers proposed by the contractors.

**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 advice 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 and if required represent NPCI during discussion with municipal authorities and in getting approvals from the authorities that have jurisdiction over the project.
- g) Project External Relation: Advice 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 advice 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 Preconstruction 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, labour 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.

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- 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 labour 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) CMC shall monitor the delivery of all material, systems, equipment etc. which are part of the project until they are finally incorporated and if they are as per the schedule and quantity. Logistics, delivery, storage space, security shall be under the scope of NPCI.
- 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.

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- 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) FAT and SAT: CMC shall help NPCI to organise the factory and site acceptance test before delivery or handover of equipment's / system to NPCI.
- bb) Commissioning Management: With the appropriate Consultants, establish procedure for and manage the commissioning of all services.
- cc) 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 advise on payment of the trade contractors' final accounts.

**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 NPCIs 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

**3.3 Single Point of Contact**

The selected Bidder shall appoint a single point of contact, with whom NPCI will deal with, for any activity pertaining to the requirements of this RFP.



## Section 4 - Instruction to Bidders

### 4.1 Eligibility Criteria

The Eligibility Criteria are furnished below:

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.

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) at least since last three 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 Center building as on 31st December 2018.
  - a. In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.
  - b. In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.
2. The bidder should have reported minimum annual turnover of Rs.75 Crores as per audited financial statements in each of the last three financial years (i.e.2015-2016, 2016-2017 & 2017-2018) and should have reported profits (profit after tax) as per audited financial statements in at least two of last three financial years (i.e., 2015-2016, 2016-2017 & 2017-2018). In case audited financial statements for 2017-2018 are not ready, then management certified financial statement shall be considered for 2017-2018, however, this exception is not available in case of previous financial years. In case of a JV / Consortium / Strategic partnership, the bidder should have reported profits as per above criteria.
  - a. In case the bidder is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this
  - b. In case the bidder is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the bidder be in operation for a period of less than 3 years. For this purpose, the decision of NPCI will be treated as final and no further correspondence will be entertained on this.
3. Preference shall be given to registered Indian companies meeting the turnover mentioned in the RFP. However if the Bidder is a 100% Indian subsidiary of the parent company based outside India, the turnover can be satisfied by the parent company without forming a consortium if the parent company furnishes the following on its letterhead signed by authorized signatory:
  - a. On behalf of the parent company, the Bidder is allowed to participate in the bid and enter into a contract if awarded.
  - b. In case of non-execution or failure to deliver the service pursuant to this contract, the parent company shall be held completely liable for non- performance of contract. Liability Responsibility Matrix needs to be furnished in such cases mentioning the details (name/contact information etc.) who would be made accountable in case of non-performance of contract.
4. The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
5. Bidder shall have experience in CMC services for at least 2 Data Center as on date of submission of bid.

#### **4.2 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:

##### **4.2.1 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 150 Crore OR Two (2) similar projects costing more than INR 100 Crores each OR Three (3) similar projects costing more than INR 80 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 Center Building will be given preference although institute building or campus development project will also be considered). Client reference on client letter is preferable to ascertain the job undertaken. Alternatively self-certification can be submitted on Bidder's letterhead and signed by authorized signatory as per format provided.
- (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, 2015-2016, 2016-17& 2017-18.

##### **4.2.2 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 can have an extended and stable working relation with the bidder. The bidder can propose for staff who shall be recruited for the said services if he meets the criteria mentioned in this section.
- (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, can be proposed if they meet the criteria mentioned under this section.
- (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 & Chennai. The bidder shall perform background verification for all the resources and submit the report.

#### **4.2.3 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.

#### **4.2.4 The Technical Proposal shall not include any financial information.**

Refer to Section 5.15 for further details for contents in Envelope A (Eligibility Criteria), Envelope B (Technical Criteria) and Envelope C (Commercial Criteria).

## Section 5 - Instruction to Bidders

### A. The Bidding Document

#### 5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

#### Definition

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

- 1) "NPCI" or "Client" means National Payments Corporation of India or its authorized 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 here to.
- 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, Project 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.

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## 5.2 Cost of Bidding

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

## 5.3 Content of Bidding Document

The Bid shall be in 3 separate envelopes, Envelope A, B and C.

## 5.4 Clarifications of Bidding Documents and Pre-bid Meeting

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

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

Replies to all the clarifications, modifications received through mail and email will be posted on NPCI's website.

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

Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.

## 5.5 Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, NPCI may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in NPCI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, NPCI may, at its sole and absolute discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on NPCI's website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

## B. Preparation of Bid

### 5.6 Bid Price

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

### 5.7 Earnest Money Deposit (EMD)

The Bidder is required to deposit ₹.25, 00,000/- (Rupees Twenty Five Lakhs only) in the form of a Demand Draft / Pay order in favor of "National Payments Corporation of India" payable at Mumbai or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A1 or A2.

No interest will be paid on the EMD.

### 5.8 Return of EMD

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

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

#### 5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of acceptance of the Purchase Order. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

#### 5.10 Period of Validity of Bids

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

#### 5.11 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

#### 5.12 Format of Bid

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

The commercial bid will be submitted as hard copy only.

#### 5.13 Signing of Bid

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

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure G) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

#### C. Submission of Bid

##### 5.14 Envelope bidding process

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

Each of the 3 Envelopes shall then be sealed and put into an outer envelope marked as **“Request for Proposal for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai.”**

The inner and outer envelopes shall be addressed to NPCI at the address mentioned in Section 1.

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Centers (CDC) in Hyderabad and Chennai

The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, NPCI will assume no responsibility for the bids misplacement or premature opening.

#### 5.15 Contents of the 3 Envelopes

##### **Envelope A - Eligibility Bid**

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

- 1 Bid cost in the form of Demand draft/Pay order
- 2 Bid Earnest Money in the form of Demand Draft/Pay order **OR** in the form of Bank Guarantee - format provided in Annexure A2
- 3 Bid Offer form (without price) - Annexure B
- 4 Bidder Information - Annexure C
- 5 Declaration of Clean Track Record by Bidder - Annexure D
- 6 Declaration of Acceptance of Terms and Conditions - Annexure E
- 7 Declaration of Acceptance of Scope of Work - Annexure F
- 8 Power of Attorney for signing of bid - Annexure G
- 9 Eligibility Criteria Matrix - Annexure H
- 10 Three years audited Balance Sheet and Profit and Loss Statements.
- 11 RFP document duly sealed and signed
- 12 All necessary supporting documents as per Annexures

##### **Envelope B - Technical Bid**

The following documents shall be inserted inside Envelope B:

- 1 Recent Projects (Ongoing and/or Completed) **Annexure I**
- 2 Resource Deployment **Annexure J**
- 3 Curriculum Vitae of the Key Resource **Annexure K**
- 4 Presentation and Methodology - Colour copy of the presentation in Power Point presentation needs to be submitted
- 5 Masked Price Bid(Annexure **L, M**)

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

##### **Envelope C - Commercial Bid (indicative)**

- 1 Commercial Bid Form - Annexure L
- 2 Commercial Bid - Annexure M

#### 5.16 Bid Submission

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

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

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

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

#### 5.17 Bid Currency

All prices shall be expressed in Indian Rupees only.

#### 5.18 Bid Language

The bid shall be in English Language.

#### 5.19 Rejection of Bid

The bid is liable to be rejected if the bid document:

- a) Does not bear signature of authorized person.
- b) Is received through Fax / E-mail.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.
- e) Does not include requisite documents.
- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

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

#### 5.20 Deadline for Submission

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

#### 5.21 Extension of Deadline for submission of Bid

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

#### 5.22 Late Bid

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

#### 5.23 Modifications and Withdrawal of Bids

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

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

#### 5.24 Right to Reject, Accept/Cancel the bid

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

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

#### 5.25 RFP Abandonment

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

#### 5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

**Stage 1 - Envelope 'A'** i.e. Eligibility bid and **Envelope 'B'** i.e. Technical bid will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.



**Stage 2 - Envelope 'C'** of those Bidders who qualify the eligibility and technical criteria will be evaluated further for lowest bidder in the commercial.

#### 5.27 Contacting NPCI

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

### Section 6 - Bid Opening

#### 6.1 Opening of Bids

Bids will be opened in 2 stages:

**Stage 1** - In the first stage the Eligibility bid i.e. Envelope 'A' and Technical Bid i.e. Envelope 'B' will be opened.

**Stage 2** In the second stage the commercial bid i.e. Envelope 'C' will be opened. Only the technically qualified bidders bids will be opened.

#### 6.2 Opening of Eligibility and Technical Bids

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

The representatives of the Bidders would be required to produce an authorization letter from the Bidder/ Identity Card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder or its representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI.

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

#### 6.3 Opening of Envelope C - Commercial Bids

- 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.
- 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.
- 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 7 - Bid Evaluation

### 7.1 Preliminary Examination of Eligibility Bids

NPCI will examine the bids to determine whether they are complete; whether the required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether the bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

NPCI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by NPCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NPCI's determination of bid responsiveness will be based on the content of the bid itself. NPCI may interact with the Customer references submitted by Bidder, if required.

### 7.2 Examination of Technical Bids

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

- a) Compliance to Technical Specifications as specified in the RFP.
- b) NPCI reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- c) Review of written reply, if any, submitted in response to the clarification sought by NPCI, if any.
- d) Submission of duly signed compliance statement as stipulated in Annexures. Details are to be enclosed.
- e) To assist in the examination, evaluation and comparison of bids, NPCI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) NPCI may interact with the Customer references submitted by bidder, if required.
- g) NPCI reserves the right to shortlist bidders based on technical evaluation criteria.

Consultants shall be selected based Quality and Cost. The firm obtaining the highest total score shall be the successful evaluated bidder.

### 7.3 Technical Scoring Matrix:

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

TECHNICAL SCORING MATRIX		
Sr No.	Criterion	Marks Allotted
<b>A</b>	<b>RECENT PROJECTS EXECUTED (ONGOING /COMPLETED)</b>	<b>40</b>
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.) Alternatively self- certified letter mentioning the details of the project can also be furnished as per the format provided on bidder's letterhead and signed by an authorized signatory.	
<b>B</b>	<b>RESOURCE DEPLOYMENT</b>	<b>40</b>
B1	Type of resource (permanent/contract), total years of experience, past projects handled, key positions held	
B2	Qualification of the key resources	
B3	Additional qualification (CDCS/ CDCP/ CDCE or ATD/ ATS, PMP, NEBOSH, NICMAR, etc.) if any	
<b>C</b>	<b>PRESENTATION AND METHODOLOGY</b>	<b>20</b>
C1	Proposed approach, methodology, work plan and project tools in PPT	
<b>D</b>	<b>TOTAL (D=A + B + C)</b>	<b>100</b>

The bidders shall be called for presentation to determine the scoring of above mentioned parameters.

Minimum criteria for Technical qualification will be 70%.

Evaluation process:

$T1 = \text{Bidder's Technical Score} / \text{Max (Bidder' Technical Score1...n)} \times 80$

#### 7.4 Commercial Evaluation process:

The weightage for cost shall be 20%.

$C1 = \text{Min (Bidder' Commercial1...n)}/\text{Bidder Commercial} \times 20$

Successful bidder is the one who would get highest score of  $(T1 + C1)$ .

In case of tie amongst the bidders, the bidder with highest technical score will be declared as the L1 bidder.

The successful bidder shall be identified through Techno Commercial evaluation as stated in Clause 7.4

#### 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 70 marks and above in the Technical Evaluation criteria will be declared as Technically Qualified. In case the three bidders do not score 70 marks and above then the Total Score of qualifying marks shall be reduced by 10 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.

## **Section 8 - Terms and Conditions**

### **8.1 Notification of Award / Purchase Order**

After selection of the L1 bidder, as given in Clause 7.4, 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.

Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to NPCI.

### **8.2 Term of the Order**

The term of the Notification of Award/Purchase Order shall be for a period of five (5) years wherein the price of the deliverables as specified in the RFP would be at a fixed rate.

### **8.3 Acceptance Procedure**

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

### **8.4 Performance Bank Guarantee**

The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder is not in a position to submit the PBG for any reason, the successful bidder has to submit a Demand Draft drawn in favor of NPCI for equivalent amount or electronically transfer equivalent amount for credit in NPCI's account. Details of the NPCI's bank account will be furnished on request.

### **8.5 Taxes and Duties**

All taxes deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments.

Prices shall be exclusive of all taxes.

The bidder shall meet the requirements of applicable Goods & Services Tax (GST).

### **8.6 Key Deliverables:**

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.

#### **8.6.1 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.

#### **8.6.2 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

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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**

- (1) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (2) 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.
- (3) 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.

**8.6.3. Facilities to CMC staff:**

NPCI will provide furnished site office with electricity and water to CMC at free of cost.

Laptops, Desktops, Multifunction Printer, and internet connectivity shall be borne by CMC.

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.

**8.6.4 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.

**8.7 Delivery schedule**

Delivery Schedule - Within 24 Months

**8.8 Delivery Address:**

Services shall be delivered at the following address

**A. CHENNAI LOCATION:**

National Payments Corporation of India  
Plot No.6/D-6, SIPCOT IT Park,  
Siruseri, Thiruporur Taluk,  
Kanchipuram Dt - 603103, Tamilnadu.

**B. HYDERABAD LOCATION:**

**National Payments Corporation of India**

Survey no.205/1 (P) & 205/5 (P)

Narsingi Village, Gandipet Mandal,

Rangareddy District,

Hyderabad - 500075, Telangana

**8.9 Penalty for default in delivery**

In case during the progress of works, engineers remain absent for more than 15 consecutive days at site and bidder is unable to provide equivalent engineer as per contract or is on planned leave authorized by NPCI in writing, 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.

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.

**8.10 Payment Terms:**

Payment shall be made in two parts.

Part 1- Payment shall be made against monthly running bills for the resources deployed. Attendance sheet approved by NPCI to be enclosed as supporting document with every invoice. All the statutory documents shall be provided along with invoice. 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.

Part -2 - Payment shall be made against defined and agreed milestones till the completion of the project.

Stage	Payment milestone	Total Fees payable(Rs.)- Chennai	Total Fees payable(Rs.)- Hyderabad
Stage 1	On successful completion of agreed stage wise milestone (As decided at later stage).	40% estimated Fee(Subject to further break up based on stage wise milestone)	40% estimated Fee(Subject to further break up based on stage wise milestone)
Stage 2	Deployment of quality and certified resources	60% estimated Fee	60% estimated Fee

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.

**8.11 Confidentiality**

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the **Annexure N** hereof.

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

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

The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.

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

#### 8.12 Indemnity

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

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

#### 8.13 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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

#### 8.14 Obligations of the Bidder

**Standard of Performance:** The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to NPCI and shall at all times support and safeguard NPCI's legitimate interests in any dealings with third parties.

**Prohibition of Conflicting Activities:** The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under this RFP.

**Accounting, Inspection and Auditing:** The Bidder shall 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 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.



RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai

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.

8.15 Exit option and contract re-negotiation

- a) 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 8.16 herein under
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at NPCI’s locations.
- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the bidders prior to expiry of time for awarding the final bid / 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.
- d) The reverse transition services to be provided by the Bidder shall include the following:
  1. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Devices.
  2. Bidder shall provide adequate documentation thereof.
  3. The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time
- e) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this RFP/Purchase Order/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services.
- f) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- g) NPCI and the successful bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.
- h) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/Purchase Order/contract it would extend all necessary support to NPCI or its selected vendors as would be required

8.16 Extension of Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or subsequent Purchase Order / Contract, as shall be entered by NPCI with the Bidder, to the satisfaction of and as decided by the NPCI up to a period of five (5) 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 months 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.

8.17 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;

- i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service expected.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

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

#### 8.18 Termination of Purchase Order/Contract

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

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

For Non-Performance: NPCI reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).

#### 8.19 Effect of Termination

The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.

NPCI 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.

NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtains discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

#### 8.20 Liquidated damages

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

Non Delivery of above at NPCI - at the rate of 0.5% of the total Purchase Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%

In case the delay exceeds 10 days beyond the stipulated delivery period of RFP, NPCI reserves the right to cancel the order without prejudice to other remedies available to NPCI

Without any prejudice to NPCI's other rights under the Applicable Law, NPCI may recover the liquidated damages, if any, accruing to NPCI, as above, from any amount payable to the supplier, as per the Agreement.

#### 8.21 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

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 RFP/Purchase Order/contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving NPCI or the successful 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 successful bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

#### 8.22 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 N: 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.

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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.

#### 8.23 Resolution of Disputes

All disputes or differences between NPCI and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

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

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

1. In case of Dispute or difference arising between NPCI and the successful Bidder relating to any matter arising out of or connected with this RFP, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by NPCI and the successful Bidder. The third Arbitrator shall be chosen by mutual discussion between NPCI and the successful Bidder.
2. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of Arbitrators shall be final and binding upon NPCI and Successful Bidder. The cost and expenses of Arbitration proceedings will be paid as determined by mutual chosen third Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between the parties.
5. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

#### 8.24 Compliance with Applicable Laws of India

The Bidder confirms to NPCI that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify NPCI about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP, and shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

#### 8.25 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.

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

#### 8.26 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.

#### 8.27 Intellectual Property Rights:

All rights, title and interest of NPCI in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of NPCI and Bidder shall not be entitled to use the same without the express prior written consent of NPCI. Nothing in this RFP including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in this RFP, this clause shall survive indefinitely, even after termination of this Purchase Order.

#### 8.28 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.

#### 8.29 Applicable Law and Jurisdiction

Applicable Law: The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts

of Mumbai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

#### 8.30 Solicitation of Employees

Both NPCI & successful Bidder the Parties should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties should agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge to directly or indirectly solicit of this contract for employing the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

#### 8.31 Facilities provided by NPCI:

NPCI shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

#### 8.32 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.

#### 8.33 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidder’s (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NPCI of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or a NPCI official in the process of project execution. NPCI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

#### 8.34 Governing Language

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

#### 8.35 Addresses for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:

Managing Director& CEO  
**National Payments Corporation of India**  
1001A, B wing 10th Floor,  
‘The Capital’, Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

Supplier’s address for notice purpose: (To be filled by supplier)

**Section 9 - Documents forms to be put in Envelope A**

**Annexure A1 - Bidder's Letter for EMD**

To

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

**Subject: RFP # NPCI/RFP/2018-19/IT/18 dated 27.02.2019 for "Request for Proposal for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai".**

We have enclosed an EMD in the form of a Demand Draft No. \_\_\_\_\_ issued by the branch of the \_\_\_\_\_ Bank, for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This EMD is as required by clause 5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure A2 - Bid Security (Bank Guarantee)**

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

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

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

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

This guarantee will expire:

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

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

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



**Annexure A3 - Bid Security**

**(PERFORMANCE BANK GUARANTEE FORMAT)**

Date

Beneficiary: NATIONAL PAYMENTS CORPORATION OF INDIA

1001A, B wing 10th Floor,  
'The Capital', Bandra-Kurla Complex,  
Bandra (East), Mumbai - 400 051

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

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

All claims under this Bank Guarantee will be payable at ----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

**Annexure B - Bid Offer Form (without Price)**

(Bidder's Letter Head)

**OFFER LETTER**

Date:

To

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

Dear Sir,

**Subject: RFP # NPCI/RFP/2018-19/IT/18 dated 27.02.2019 for "Request for Proposal for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai".**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, NPCI will have the right to disqualify /blacklist us and forfeit bid security.

RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai

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

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of “National Payments Corporation of India” or Bank Guarantee valid for \_\_\_\_ days for an amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

**Annexure C - Bidder Information**

(Bidder's Letter Head)

Details of the Bidder		
1	Name of the Bidder	
2	Address of the Bidder	
3	Constitution of the Company (Public Ltd/ Pvt Ltd)	
4	Details of Incorporation of the Company.	Date: Ref#
5	Permanent Account Number (PAN)	
6	Goods & Services Tax (GST) Registration Numbers (Where GST is not applicable declaration to be provided)- GSTIN Number	
7	Proof of Formation of entity ( Certificate of Incorporation/Partnership Deed/Trust Deed/Cooperation Registration Certificate)	
8	Proof of Formation of entity ( Certificate of Incorporation/Partnership Deed/Trust Deed/Cooperation Registration Certificate)	
9	MSMED Certification Declaration of Non-Applicability	
10	List of Shareholders/Partners/Trustees/Proprietor/Owner of the business entity/In case of start-up, details of the venture capitalist, Angel Investor, Lenders must be provided	
11	List of Directors/Key Management Personnel	
12	Copy of PF ,PF and ESIC registration	
13	Copy of cancelled Cheque	
14	Bank Details (Certified by Bank)	
15	In case of change of name/merger /demerger etc. - Revised Certificate of Incorporation/Formation/High Court order(merger/de-merger) to be provided	
16	For Foreign/NRI Third Party- PE certificate and Tax Residency certificate is required	
17	Related Party Disclosure/Undertaking	
18	HSN Number	
19	City	

RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai

20	State			
21	Pin Code / State Code			
22	Name & Designation of the contact person to whom all references shall be made regarding this tender			
23	Telephone No. (Cell # and Landline # with STD Code)			
24	E-Mail of the contact person:			
25	Fax No. (with STD Code)			
26	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
27	Year	2015-16	2016-17	2017-18
28	Net worth			
29	Turn Over			
30	PAT			

NOTE: Sr. No. 5 to Sr. No.18 : Documents need to be attached wherever applicable.

**Annexure D - Declaration for Clean Track Record**

(Bidder's Letter Head)

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **"Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai"**, RFP # NPCI/RFP/2018-19/IT/18 dated 27.02.2019. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

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

**Annexure E - Declaration for Acceptance of RFP Terms and Conditions**

(Bidder's Letter Head)

To

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **"Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai"**, RFP # NPCI/RFP/2018-19/IT/18 dated 27.02.2019. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

**Annexure F - Declaration for Acceptance of Scope of Work**

(Bidder's Letter Head)

To

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **"Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai"**, RFP # NPCI/RFP/2018-19/IT/18 dated 27.02.2019. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



**Annexure G - Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **“Request for Proposal for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai ”, RFP # NPCI/RFP/2018-19/IT/18 dated 27.02.2019** in response to the RFP by NPCI, including signing and submission of all the documents and providing information/responses to NPCI in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.  
For \_\_\_\_\_.

**(Signature)**

(Name Designation and Address)

**Accepted**

**(Signature)**  
(Name Designation)  
Date:  
Business Address:

**Annexure H - Eligibility Criteria Compliance**

(Bidder's Letter Head)

Sr.No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be 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 Center building as on 30th April 2019.		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 is preferred. Alternatively self-certified letter mentioning the details of the project needs to be furnished as per the format provided on Bidder's letterhead and signed by an authorized signatory.
2	The Bidder should have minimum average annual turnover of INR 150 crores during the last three financial years -2015-16, 2016-17 and 2017-18  The Bidder should have positive net worth in the last two financial years - FY 2016-17 and 2017-18.		1) Audited Balance Sheet & Profit and Loss statement for the last three years ending FY 2017-18 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.)		Self-Declaration as per Annexure D on company letter head

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

(Bidder's Letter Head)

**Annexure I - Recent Projects (Ongoing and/or Completed)**

Project Name	
Location: (Within India)	
Built Up area in sq.ft/ Floor plate/ No of floors/ Purpose	
Type of Project (IT Park/ ITES building/ Data Center 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	

RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai

Note:

1. Attached separate sheet for each work if required. (If CMC of Data Center 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 preferred and 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. Alternatively self- certified letter mentioning the details of the project can also be furnished as per the format provided on bidder's letterhead and signed by an authorized signatory.
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:

RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai

**Annexure J - Resource Deployment**  
(Bidder's Letter Head)

**NPCI/RFP/2018-19/IT/18 dated 27.02.2019**

S 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

**Annexure K - Curriculum Vitae of the Key Resource**  
(Bidder's Letter Head)

**NPCI/RFP/2018-19/IT/18 dated 27.02.2019.**

1	Proposed Position		
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 - CDCP, CDCS, CDCE, ATS, ATD, PMP, NEBOSH, NICMAR 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	<b>From</b>	<b>To</b>
	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	

RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai  
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 11 - Documents to be put in Envelope 'C'**

**Annexure L - Commercial Bid Form**

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope)

To

NPCI

Dear Sirs,

**Re: RFP Reference No: NPCI/RFP/2018-19/IT/18 dated 27.02.2019 for "Request for Proposal for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai."**

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 sum of ₹.....(Rupees.....) (exclusive of taxes) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

Dated this..... Day of.....2019

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai

**Annexure M - Commercial Bid**  
**NPCI/RFP/2018-19/IT/18 dated 27.02.2019**

**Request for Proposal for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Center (CDC) in Hyderabad and Chennai.**  
**(Bidder's Letter Head)**

- 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. No.	Location	Description	Total Cost
1	Chennai	Selection of Construction Management Consultant for Construction of Captive Data Center	
2	Hyderabad	Selection of Construction Management Consultant for Construction of Captive Data Center	

SR.	DESCRIPTION	(UoM)	NO. OF RESOURCES PER LOCATION (A)	TOTAL TENURE IN MONTHS PER LOCATION (B)	MAN MONTH RATE INR (C)	HYDERABA D=(A*B*C)	CHENNAI E=(A*B*C)	AMOUNT INR F= (D+E)
1	PROJECT MANAGER	Man-Month	1	24				
2	CONTRACTS MANAGER	Man-Month	1	24				
3	QUANTITY SURVEY CUM BILLING ENGINEER	Man-Month	1	30				
4	SENIOR CIVIL ENGINEER	Man-Month	2	30				

**RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai**

5	SENIOR MECHANICAL ENGINEER	Man-Month	1	24				
6	SENIOR ELECTRICAL ENGINEER	Man-Month	1	24				
7	JUNIOR CIVIL ENGINEER	Man-Month	2	30				
8	JUNIOR MECHANICAL ENGINEER	Man-Month	2	30				
9	JUNIOR ELECTRICAL ENGINEER	Man-Month	2	30				
10	HSEF Officer	Man-Month	1	24				
11	Documentation Officer	Man-Month	1	30				
12	Multi Skilled Technician	Man-Month	2	30				
13	Construction Supervisor	Man-Month	2	24				
14	Electrical Supervisor	Man-Month	1	30				
	<b>GRAND TOTAL*</b>							

- Delivery Location: (as per clause 8.8 of the RFP)
- The bidder shall meet the requirements of Goods & Services Tax (GST)

**(Amount in Rs)**

**All prices are exclusive of taxes.**

Dated this..... Day of.....2019

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Annexure N - Non-Disclosure Agreement**

**NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered on this ----- day of -----, 2019 (“Effective Date”) between

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated in India under Section 25 of the Companies Act, 1956 (Section 8 of the Companies Act, 2013) and having its registered office at **1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra**, CIN: U74990MH2008NPL189067 (Hereinafter referred to as “NPCI”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

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

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

NPCI and ----- shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

**NOW THEREFORE**

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

**Article 1: Purpose**

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between NPCI and ----- to perform the considerations (hereinafter called “Purpose”) set forth in below:

**(STATE THE PURPOSE)**

**Article 2: DEFINITION**

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

Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

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

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

### **Article 4: DISCLOSURE**

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

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

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

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

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

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

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

#### **Article 7: INJUNCTIVE RELIEF**

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

#### **Article 8: NON-WAIVER**

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

#### **Article 9: DISPUTE RESOLUTION**

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

#### **Article 10: GOVERNING LAW 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 either party without the prior written consent of the other party.

#### **Article 12: TERM**

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of five (5) years after the termination of this Agreement.

#### **Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other 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 such other Party's prior written consent.

#### **Article 14: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is

RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai  
determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

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

<b>NATIONAL PAYMENTS CORPORATION OF INDIA</b>	<b>TYPE COMPANY NAME</b>
By: Name:	By: Name:
Designation:	Designation: