

REPLIES TO PRE-BID QUERIES
RFP for Selection of Construction Management Consultant (CMC) for Construction of Captive Data Centers (CDC) in Hyderabad and Chennai
RFP Reference No: NPCI/RFP/2018-19/IT/18 dated 27.02.2019

S.No	Page No	Clause No	Description in RFQ	Clarification Sought	NPCI Response
1	25	4.1 (1)	Kindly confirm that bidder can use Parent company's credentials to satisfy Technical and Financial eligibility		Bidder shall meet the financial and technical criteria. 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:
2	25	4.1 (2)	RFP mentions that the company should have reported profits in at least 2 of last 3 years. We request to the criteria to be changed to 'Positive net worth'		No Change in RFP
3	25	4.2.1 (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)	Request you to please confirm the Global Experience is accepted.	No Change in RFP
4	11-22	3.2	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	Kindly brief the Battery limit of the Construction Management Consultant and liability	No Change in RFP. 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.
5	11	3.2	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.	The Design ownership of IGBC- LEED Platinum/ Gold and Tier IV/ Rated 4 shall lie with whom	CMC should oversee all the works and meet NPCI's expectations
6	11	3.2	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.	Execution and Certification Ownership of IGBC- LEED Platinum/ Gold and Tier IV/ Rated 4 shall lie with whom ?	CMC should oversee all the works and meet NPCI's expectations
7	Nil	NA	General Queries	The Company who is bidding / wins the CMC role, will he be eligible to take the role of Design Consultancy ?	No Change in RFP
8	12-13	3.2	General Queries	Details of the Man power indicated is for each site or at the combined role?	No Change in RFP
9	20	3.2	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.	The cost of the site surveys and Liaisoning shall be in the Scope of the Client. Only Co-ordination shall be considered.	Yes

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10	21	3.2	Peer review of all Structural, Architectural & Civil designs (Design basis Reports) prepared by various consultants is in CMC's scope of works.	Only Design Basis to be Peer Reviewed or the Complete design and documents to be peer reviewed.	CMC should have expertise and SMEs preferably
11	21	3.2	Proof checking of all Structural design drawings is covered in the scope.	Request you to kindly elaborate/ detailed the scope.	CMC should have expertise and SMEs preferably
12	21	3.2	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.	The Scope is limited to civil , Structural and Architectural work only.	Yes
13	21	3.2	Review of Shop drawings or Vendor drawings or Fabrication drawings prepared by Structural/civil/architectural Contractors is considered in CMC's scope of works.	Review of Shop drawings or Vendor drawings or Fabrication drawings prepared by Structural/civil/architectural Contractors is considered in CMC's scope of works. The Scope is limited to civil , Structural and Architectural work only.	CMC should have expertise and SMEs preferably
14	8	Nil	Bid Schedule & Address	Bid Cost & Bid Security - We assume that the Bid Cost of 11,800 /- & Bid Security of 25,00,000 /-mentioned in the project is for both Chennai & hyderabad projects. There is no separate costs to be submitted	For both locations
15	11	3.2	Scope of Works	We request Client to please clarify on the current status of Status of Master plan, Architect Appointment & Approvals Status	Project status will be shared to successful bidder
16	11	3.2	Scope of Works	We understand that the scope of Construction management is to manage the process of appointment of a turnkey vendor, Drawing management, site construction management, Interior fitout management & Closeout. Kindly clarify if there is any differences of understanding.	Yes
17	14	12	General Services	We request client to please let us know the standards & Compliances of Central Vigilance Commission & compltroller and auditor General of India Guideliness	Preferred to have CVC & CAG experience
18	17	7	Quality Assurance & Quality Control	We understand that the cost of all testing/ Callibration Etc.. Shall be at the scope of Tunkey vendor & not the CMC.	Yes
19	8	Nil	Bid Schedule & Address	Pre Bid Meeting Date has been mentioned as 14th March & Time as 18:00 hours. Kindly let us know the prebid meeting venue .(for both Chennai & Hyderabad Project)	Hyderabad for CMC prebid meeting
20	Nil	NA	Nil	We would like to have an initial site Visit. Please let us know if the same is possible before Quoting for the project. If Yes, Request to kindly provide the details of Point of Contact & their Contact detail for further process.	Yes
21	12	General Services-Point 8	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	We request you to please consider submission of only 1 CV per key position at proposal stage.	Pls refer corrigendum-2

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22	14	Procurement Services- Point 1 (a)	a. Preparation of tender document (EOI as well as RFP), including preparation of cost estimates of EPC tender/ various packages ,assist in cost optimization, finalization of the following in discussion with NPCI	Costs estimates shall be prepared by Architect. PMC shall only review it. Please confirm.	CMC should have expertise and SMEs preferably
23	21	Pre-Construction Stage (aa)	Review of Shop drawings or Vendor drawings or Fabrication drawings prepared by Structural/civil/architectural Contractors is considered in PMC's scope of works.	PMC shall only coordinate with Structural/civil/architectural Contractors for issuance / release of shop drawings. Review of drawings shall not be in PMC's scope. Please confirm.	CMC should have expertise and SMEs preferably
24	22	Construction Stage (f)	Liaise with Agencies/Authorities: Assist the client to liaise with government authorities, statutory agencies and utility companies i.e. planning permits, Building regulations, roads, transportation, telecom and internet service provider, water, gas and power. Monitor statutory approvals. Assist in getting approvals from the authorities that have jurisdiction over the project.	The CMC shall provide technical support to Client/Liasioning consultant regarding statutory approvals	Yes
25	38	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.	Please provide site construction working days(weekly off etc)	6 days in a week. Holidays/Sundays should be managed by CMC. Labours laws and HR regulations of the respective location to be complied. Rest all remain same
26	39	8.1	Payment Terms: Stage 2 - Deployment of quality and certified resources - 60% estimated Fee	We understand, payment for stage 2 shall be made on monthly basis based on deployment of manpower resources. Please confirm.	Pls refer Payment terms. 40% at Stage 1 and 60% at Stage -2
27	41	8.15 (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	Please clarify, if NPCI would provide site office facilities to CMC in this case	Yes. NPCI/NPCI Vendors shall provide the same
28	41	8.15 (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.	Please elaborate reverse transaction mechanism	KT to NPCI/NPCI Vendors shall be provided by CMC

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29	41	8.16	<p>8.16 Extension of Contract</p> <p>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 coterminous with the Purchase orders issued unless extended by NPCI.</p>	<p>We understand the contract duration is 24 months / 2 years and not 5 years as mentioned in clause.</p> <p>Additionally, for any extension of services of CMC beyond 24 months / 2 years, revised price / man-month rates to be mutually discussed and agreed upon.</p>	Pls refer corrigendum-2
30	40	8.13	<p>The Bidder's aggregate liability about obligations undertaken under the Purchase Order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/ Purchase Order.</p>	Request you to cap aggregate liability to 10% of the contract value which is a standard norm in consultancy contracts.	No change in RFP
31	40	8.13	<p>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.</p>	Request you to cap aggregate liability to 10% of the contract value which is a standard norm in consultancy contracts.	No change in RFP
32	42	8.17	<p>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</p>	<p>We suggest modification of this clause as follows -</p> <p>"In case of order cancellation, any payments made by NPCI to the Bidder for the particular service which has not been started at all or corresponding to the part that has not been fully completed 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 shall however be limited to the maximum liability defined earlier in this contract."</p>	No change in RFP
33	37	8.2	<p>Term of the Order</p> <p>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.</p>	<p>Since the project duration is of 24 months, we request the term of the Notification of Award/Purchase Order shall be limited to 24 months / 2 years.</p> <p>For any extension of services of CMC beyond 24 months / 2 years, revised price / man-month rates to be mutually discussed and agreed upon.</p>	Pls refer corrigendum-2

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34	37	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.	Since the project duration is of 24 months, we request performance bank guarantee to be valid upto project period i.e 24 months / 2 years.	Pls refer corrigendum-2
35	65	Annexure M	Total Tenure In Months Per Location (B) • Quantity Survey Cum Billing Engineer – 30 • Senior Civil Engineer (2 nos.) – 30 • Junior Civil Engineer (2 nos.) – 30 • Junior Mechanical Engineer (2 nos.) – 30 • Junior Electrical Engineer (2 nos.) – 30 • Documentation Officer – 30 • Multi skilled technician (2 nos.) – 30 • Electrical Supervisor - 30	The tenure for these listed positions is given as 30 months but the project duration is limited to 24 months. Hence, request you to please confirm the same.	Pls refer corrigendum-2
36	39	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	We understand when bidder is on leave approved by NPCI, NPCI should not impose penalty. Please confirm.	No change in RFP
37	39	8.1	Payment Terms: 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.	In the event of delay of payment beyond above stated schedule, NPCI shall be liable to pay a monthly interest of 2% higher than prime lending rate ruling on the due date, quoted by bidder's bank, for the actual period of delay. Please confirm.	No change in RFP

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38	40	8.12	<p>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.</p>	<p>"Either Party shall indemnify, protect and save the other Party, its officers, directors, employees or agents and hold the other Party, its officers, directors, employees or agents harmless from and against adverse effects of all claims (including from third parties), 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, death or personal injury to officers, employees of a Party attributable to acts or omission of such Party; caused during the term of this contract and after expiry or termination of the Contract. Bidder shall indemnify, protect and save NPCI, its officers, directors, employees or agents and hold NPCI, its officers, directors, employees or agents harmless from and against adverse effects of all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, 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."</p>	No change in RFP
39	42	8.18	<p>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.</p>	<p>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.</p>	No change in RFP

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40	69	Article 12	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.	We suggest modification of this clause as follows - "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 three (3) years after the termination of this Agreement. This Agreement can be terminated by either party by giving 30 days written notice".	No change in RFP
41	70	-	-	We suggest addition of the following clauses to NDA. 4. The parties say to each other that they are duly authorised to enter into this Agreement and that the terms of this Agreement are not inconsistent with any of its respective outstanding contractual obligations. 5. The execution and performance of this Agreement does not obligate the parties to enter into any agreement or to perform any obligations other than as specified herein. 6. Nothing in this 'Confidentiality Agreement' or the testing contemplated therein shall be regarded as implying any sort of agency, partnership, joint venture or common liability between the Parties. 7. Either party without the prior written consent of other party shall not assign this agreement. 8. Any notice to be given under this Agreement shall be deemed to have been duly given upon receipt when in writing and delivered in person, by facsimile transmission, by email or by courier at the address for such delivery as is specified in this regard by the Parties to this Agreement.	No change in RFP
42	39	8.1	Stage-1: Payment Milestone - On successful completion of agreed stage wise milestone (As decided at later stage).	Kindly provide the number of milestone stages expected with description.	No change in RFP
43	12	General Services	General	Please provide clarification whether two key personals will be required for each position as mentioned in the RFP to cater two locations i.e. Hyderabad & Chennai.	No change in RFP
44	Nil	NA	General	Please provide clarification whether the project will be executed simultaneously for both Hyderabad & Chennai site locations.	Yes,simultanueously

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45	25	4.1 (2)	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)	Kindly refer Annexure H - Eligibility Criteria Compliance (pg. no. 58), the minimum average annual turnover is 150 Cr. for the last three financial years –2015-16, 2016-17 and 2017-18, whereas in eligibility criteria pg. no. 25 clause no. 4.1, the minimum annual turnover is mentioned INR 75 Cr. Please confirm the required minimum average annual turnover.	Pls refer corrigendum-2
46	25	4.1 (5)	Bidder shall have experience in CMC services for at least 2 Data Center as on date of submission of bid.	We request you to consider experience of PMC services for IT buildings.	Pls refer corrigendum-2
47	11	General Services- Point 8	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	Please clarify whether Contracts Manager can work from Back office instead of being deployed on site, after the initial 3 to 4 months working from Mumbai. Though Contract Manager works from back office, he/ she would be available for all the discussions required with client for all major meetings at respective sites.	Yes
48	14	General Services- Point 15	CMC shall create comparison documents for available options with recommendation to assist NPCI to select the final options	Please clarify what comparison documents and options are referred in this clause.	CMC Vendor should see all the solutions given by bidders and choose the right one along with supporting document
49	14	Procurement Services- Point 1 (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	Please clarify whether CMC is expected to prepare cost estimation for the project. Generally, the Design consultant of the project is expected to prepare the cost estimate and review of the same is done by Project Management Consultant. Please confirm.	No change in RFP
50	14	Procurement Services- Point 1 (a)	ii. Bid Data Sheets viii. Detailed Scope of work, if required.	Please clarify whether CMC is expected to prepare Technical specifications and related bid data sheets and detailed scope of works to be executed under any tender package. Generally, the Design consultant of the project is expected to prepare the relevant Technical specifications and related bid data sheets and Scope of works required to be executed and review of the same is done by Project Management Consultant. Please confirm.	No change in RFP
51	15	Procurement Services- Point 1 (b)	vi. Preparation and submission of technical evaluation report	Generally, Technical evaluation is carried out by the Design consultant and reviewed by Project Management consultant. Please clarify whether this is expected to be done by CMC.	No change in RFP
52	15	Work Management- Point 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.	We understand that these reviews indicated would be general constructability reviews only. Please confirm.	CMC should have expertise and SMEs preferably

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53	19	Pre-Construction Stage - b) and c)	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.	1) Please clarify whether any Phasing is expected on the overall project 2) Please clarify whether, Cost estimation of the project would be carried out by Architect and various other consultants and reviewed and vetted by CMC and prepare Project cost model based on this and ensure monitoring of the same throughout the Project. (Or) CMC is expected to prepare various cost estimates for the project and prepare Project cost Model and monitor it throughout the project 3) Can the resources involved in all such estimation review or preparation and design review can be stationed at back office and coordinate with key personnel deployed at site for executing the works	No change in RFP
54	20	L)	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.	We understand that complete Design would be prepared by Architects and other consultants. In this reference, Please clarify, "Prepare Design analyses"	No change in RFP
55	21	v)	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.	Please clarify whether Architects and other consultants would prepare detailed schedule of quantities, scope of works and detailed specifications for all works or all of these works are expected to be one by CMC	No change in RFP
56	21	x)	x) Peer review of all Structural, Architectural & Civil designs (Design basis Reports) prepared by various consultants is in CMC's scope of works.	Please clarify whether these scope of works can be carried out by team from back office supported and coordinated with key personnel deployed at site	CMC should have expertise and SMEs preferably
57	21	y)	y) Proof checking of all Structural design drawings is covered in the scope.	Please clarify whether these scope of works can be carried out by team from back office supported and coordinated with key personnel deployed at site	Yes, as per NPCI requirements
58	21	z)	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.	Please clarify whether these scope of works can be carried out by team from back office supported and coordinated with key personnel deployed at site	Yes, as per NPCI requirements
59	21	aa)	aa) Review of Shop drawings or Vendor drawings or Fabrication drawings	Generally, all shop drawings or Vendor drawings or Fabrication drawings are reviewed by the Design consultants only. Please confirm whether this is expected to be carried out by CMC or by Design consultants.	CMC should have expertise and SMEs preferably
60	8	Sl. No. 6	Last date and time for submission of Eligibility Response Bid, Technical Bid and Commercial bid: 22nd March 2019 18:00 hrs.	We request for an extension of 15 days from the present last date of bid submission.	Pls refer corrigendum-2

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61	12	General Services-Point 2		Request you to provide clarity on boundary limits and responsibility matrix from client for Engineer In Charge	Will be shared to successful bidder
62	12	General Services-Point 3		Kindly elaborate the point as it mainly lies under the scope of consultant	No change in RFP
63	12	General Services-Point 4		Kindly help us with the reporting structure from NPCI for this project,	Will be shared to successful bidder
64	22	General		Please note, We shall not be engaged in any work related to statutory and liaison or government related approvals in the project	No change in RFP
65	65	General		Cost of travel, accomodation etc outside the site location shall be borne by NPCI. Kindly confirm	No change in RFP
66	21	Procurement Services		Detailed Scope of Work - The same to be provided by the consultant. We shall coordinate with the consultant.	No change in RFP
67	21	Procurement Services		All technical queries to be managed by the consultant appointed. Kindly confirm	Yes, all the technical queries, value addition, value engineering shall be supported/managed by CMC
68	20	Design Process Management		Need more clarity on specific expectation on design analysis. as in normal case this is part of Peer review	CMC has to collaborate and support on design front with Peer review consultant for more value addition, value engineering and ensure that the results are as per NPCI requirements.
69	21	General		Since the scope involves review of drawings, procurement & billing, we assume the scope to be Project Management services instead of Construction Management Services. Kindly confirm.	No change in RFP
70	Nil	NA		Do we have all the approvals from the government ? Kindly confirm	Will be shared to successful bidder
71	12	General Services-Point 8	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 preconstruction stage for handling the scope of preconstruction works.	We shall be able to provide 3 Cvs only for Project Manager post . Kindly confirm if this suits the prerequisite condition. Rest all staff shall be deployed matching to the specification shared.	Pls refer corrigendum-2
72	13	General Services-Point 8 (L)	a) 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.	Is experience in CVC and CAG mandatory for resources for consideration of awarding of job.	Pls refer corrigendum-2
73	17	2	1. 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.	CMC shall not be able to maintain all labour and labour payment, but we shall insist and put it in record if the contractors are in possession of record.	No change in RFP
74	20	r	a) 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		NA

REPLIES TO PRE-BID QUERIES

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

RFP Reference No: NPCI/RFP/2018-19/IT/18 dated 27.02.2019

S.No	Page No	Clause No	Description in RFQ	Clarification Sought	NPCI Response
75	21	x	a) Peer review of all Structural, Architectural & Civil designs (Design basis Reports) prepared by various consultants is in CMC's scope of works.	As CMC we do not have expertise in peer reviewing all structural, architectural & civil design, but can appoint a Peer review consultant for all these services on chargeable basis and get the design vetted.	CMC should have expertise and SMEs preferably.NPCI shall have its own Peer review consultant.
76	21	y	a) Proof checking of all Structural design drawings is covered in the scope.	As CMC we do not have expertise in peer reviewing all structural, architectural & civil design, but can appoint a Peer review consultant for all these services on chargeable basis and get the design vetted.	CMC should have expertise and SMEs preferably.NPCI shall have its own Peer review consultant.
77	21	z	a) 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.	As CMC we do not have expertise in peer reviewing all structural, architectural & civil design, but can appoint a Peer review consultant for all these services on chargeable basis and get the design vetted.	CMC should have expertise and SMEs preferably.NPCI shall have its own Peer review consultant.
78	22	a	a) 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.	Shall assist the technical team who is front ending with the statutory authorities , but shall not be able to front end with the authorities	No change in RFP
79	25	4.1 (2)	1. 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.	Contradicts with the statement shared in other page in Annexure H under Eligibility Criteria	Pls refer corrigendum-2
80	25	4.1 (5)	1. Bidder shall have experience in CMC services for at least 2 Data Center as on date of submission of bid.	We have only executing one data centre and that too getting completed by Aug 2019. Can we still do our bidding.	Pls refer corrigendum-2
81	26	4.2.2	(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.)	We have only executing one data centre and that too getting completed by Aug 2019. Can we still do our bidding.	No change in RFP
82	38	8.6.4	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.	No leave should be taken . Need clarity.	6 days in a week. Holidays/Sundays should be managed by CMC. Labours laws and HR regulations of the respective location to be complied. Rest all remain same

REPLIES TO PRE-BID QUERIES
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S.No	Page No	Clause No	Description in RFQ	Clarification Sought	NPCI Response
83	48	8.4	Bid Security - Bank Guarantee	As a company policy we do not submit any bank guarantee, is corporate guarantee acceptable., need confirmation	No change in RFP
84	49	8.4	Bid Security - Performance Bank guarantee	As a company policy we do not submit any bank guarantee, is corporate guarantee acceptable., need confirmation	No change in RFP
85	29	5.7	Bid Security	Amount and Validity period. Can the Amount of Rs. 25 Lakhs and validity of 180 days be reduced?	No change in RFP
86	37	8.4	PBG	10% of order and valid for 5 years. Can this also be relooked and reduced? The duration envisaged for this project is 24 Months so accordingly it will be nice and sensible if the PBG validity of 5 years be reduced to 24 months. 3. Extension of Contract: Clause No. 8.16	Pls refer corrigendum-2
87	41	8.16	3. Extension of Contract: Clause No. 8.16	Since the project duration is estimated as 24 months for completion of the projects, we understand that the contract period shall also be 24 months from the date of commencement. Any extension of time, due to delays not attributable to Construction Management Consultants, shall be mutually agreed between the Client and Consultant at that point of time. Kindly confirm.	Pls refer corrigendum-2