

**Expression of interest (EOI) for selection of premises on lease or co-sharing basis at Mumbai**  
**EOI Reference Number: NPCI/2020-21/ADMIN/023 ,Dated - 1st October 2020**

**(REPLIES TO CONSOLIDATED LIST OF PRE-BID QUERIES for Pre Bid Meeting Dated – 12<sup>th</sup> October 2020)**

<b>Sr. No.</b>	<b>Document Reference</b>	<b>Page No</b>	<b>Clause No</b>	<b>Description in EOI</b>	<b>Clarification sought</b>	<b>Additional Remark (if any)</b>	<b>NPCI's comments</b>
1	7.2 Annexure A2	18		BG Format	1. Can we modify the BG as required by our bankers SBI? 2. Bank details of NPCI required by our Bank SBI.		1. BG as per NPCI format as shared in EOI doc 2. NPCI account details as shared below  Account Name : National Payments Corporation of India Bank Name : HDFC Bank Account No. : 00600530001133 IFSC Code : HDFC0000060 Branch : Fort, Mumbai
2	7.5 Annexure C2-	22	1	Additionally for Proprietary firms, certificate from registered Chartered Accountant needs to be enclosed.	Whether the certificate needs to be obtained for Pvt; Ltd. Companies also?		Only for proprietary firms
3	7.7 Annexure D1	25		Format Power of Attorney	If the POA is given to the Director, Can the employees of the Company		Employees of the company can

					can attend the pre bid meeting on the basis of authorization letter?		attend the Pre bid session.
4	2.6 – Eligibility Criteria	8	2.6.1	<p>Bid is open to all Bidders including but not limited to Builders/ developers/property owners or their agent/ International Property Consultants (“IPC”) on behalf of the landlord (IPC/ Agents) must hold an authorization letter from the developer/ landlord/ authorizing them to participate in the bidding process, multiple premises may be represented by single bidder who meet the Eligibility criteria and Technical Specification for selection as given in <b>Section 7 and 9</b> of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this EOI document.</p> <p>Investor premises are also welcomed although the condominium/ society or developer needs to provide an NOC on their</p>	<p>The said developer/Owner himself is representing the Investors who have units in his premises Arena Space by Arena Enterprise and holds the Power of Attorney – In such situation will he need to still to provide the NOC ?</p>		Yes

				letterhead if the investor is offering the said premises on lease or co-sharing basis.			
5	7.5 Annexure D – Declaration regarding Clean Track By Bidder	23	5 <sup>th</sup> Point – A.	<b>1. Traditional Lease:</b> <b>A. 3 years Audited Balance Sheet</b> <b>B. 3 years P&amp;L</b> <b>C. 3 years’ independent Auditors report.</b> <b>(Signed &amp; Company stamped)</b>	The said developer/Owner himself is representing the Investors who have units in his premises Arena Space by Arena Enterprise and holds the Power of Attorney – Do you need the Financials for all the Individual Investors or the Owner can share his Financial documents ?		Whosoever is bidding will have to provide the Financial Documents as mentioned in EOI
6	EOI Reference Number: NPCI/2020-21/ADMIN/023	7	2.2	Objective of this EOI: NPCI proposes to acquire on lease a premises for a minimum period of 6 years & preferably for 9 years with lock in of first 3	1. Given that the carpet area is 51,500SF, Is NPCI exploring to conclude the transaction only on the carpet area or would NPCI be okay with the Super		Rent will be charged on Built- up area

				years, admeasuring a carpet area of approximately 51,500 Sq.Ft OR Co-sharing contract period will be for minimum 5 years with lock in of first 3 years for approx. 550 staff and additional area for innovation lab, total admeasuring a carpet area of approximately 51,500 Sq.Ft at Mumbai of contiguous usable space preferably on one / two floor in a building and preferably within a campus upto a distance of approximately 3 km from either Side of Hub Mall on Western Express highway. Expected handover- take over date – Q1 of FY 2021-22	Built up Area which is the market practice ?		
					2. Kindly provide an understanding of the specifications (size of workstations, type of flooring etc) of the mentioned 550 seats for the Coworking set up along with carpet area sf required for lab.		NPCI has taken 90sft (carpet area) per employee for the said area calculation with 2000 SFt additional space of Innovation lab.
					3. What is the area envisaged for additional innovation lab area in the case of co working space?		Approx. 2000 SFt carpet area
					4. What will be the nature of work that will be undertaken in the lab?		Its innovation lab, inclined towards digital innovation
					5. Are there any other specific requirements in terms of Power/ Floor Loading for the innovation lab space?		No
					6. Expected date of Handover - please confirm if Quarter 1 FY 2021 - 22 is Qualified as Apr - Jun 2021		Yes

					<p>7. Expected date of Handover - Q1 FY 2021 - 22: Is the specified timeline for occupancy or for handover of fit outs? In case of a Fully Furnished / Co - working / Enterprise model, please confirm the 'go live 'date for such premises.</p>		<p>Depends on the age of furniture installed for fully furnished premises.</p>
					<p>8. Basis the no. of staff (550) and carpet area required, area considered works out to be 94 SF carpet area per person. Please confirm the area considered for each employee is approx. 100 SF/ Employee and includes the lab area? Given the area per workstations in Coworking set up is lesser than 100 SF per person, will NPCI be flexible to accommodate such differences?</p>		<p>NPCI has taken 90sft (Carpet area) per employee for the said area calculation with 2000 SFt additional space of Innovation lab. This 90 SFt is including the collaborative spaces and breakout spaces</p>
					<p>9. There are other relevant options that may be within 6 -7 kms distance of Hub mall. Is NPCI open to explore the same within the same business district / micro market?</p>		<p>Please stick to EOI specifications</p>

					10. Would NPCI be open to alternate locations/ peripheral business districts Such as POWai, Thane, Malad and Navy Mumbai owing to the large IT / ITES campus availability		Please stick to EOI specifications
7	EOI Reference Number: NPCI/2020-21/ADMIN/023	9	3.1	<p>1) Building to be preferably in campus setup and suitable for office use. Building/ campus offered, preferably be registered with Directorate of Industries under IT/ITES scheme.</p> <p>2) Valid IT/ ITES certificate for the building/ campus from the Directorate of Industries, State Government needs to be furnished. Refer to relevant section for further details in this EOI. (In case of IT &amp; ITES Set up)</p> <p>3) Premises offered in the building can be with or without fit outs however premises with fit outs (refurbished or new) / co-sharing space shall also be considered.</p>	<p>1. Is it mandatory for the proposed building to have been registered with Directorate of Industries under IT/ITES or as IT Park?</p> <p>2. Will a commercial building without an IT/ITES certificate registration from Directorate of Industries qualify for the requirement?</p> <p>3. Does the building have to be necessarily in a campus? Would NPCI be open to looking at a complete independent building?</p> <p>4. Is NPCI open to exploring SEZ space? Any specific reasons to be in an IT building? Eg. Tax/ cost benefits etc?</p>		<p>1. The said should preferably be office premises for commercial usage/ ITES/IT premises or/and as a developer of commercial offices/IT/ITES and leasing the said premises to corporates etc.</p> <p>2. Please refer above point</p> <p>3. Preferably in Campus</p> <p>4. Cost Benefit , No SEZ premises ps</p>

8	EOI Reference Number: NPCI/2020-21/ADMIN/023	8	2.6.1	<p>Eligibility Criteria</p> <p>2.6.1 Bid is open to all Bidders including but not limited to Builders/ developers/property owners or their agent/ International Property Consultants (“IPC”) on behalf of the landlord (IPC/ Agents) must hold an authorization letter from the developer/ landlord/ authorizing them to participate in the bidding process, multiple premises may be represented by single bidder who meet the Eligibility criteria and Technical Specification for selection as given in Section 7 and 9 of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this EOI document.</p> <p>Investor premises are also welcomed although the condominium/ society or developer needs to provide an NOC on their letterhead if the investor is offering the said</p>	<p>In case where an IPC and a builder offers the same property, how will the situation be addressed? The developer / builder / co working service provider will typically be fine to offer their buildings to NPCI directly or through IPCS.</p>	<p>This is an EOI, the offerings will be later shortlisted on basis of Commercials and other terms, post RFP (if any)</p>
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				premises on lease or co-sharing basis.			
9	EOI Reference Number: NPCI/2020-21/ADMIN/023	12	4.5	Bids shall remain valid for a minimum period of 60 Days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. NPCI holds the right to reject a bid valid for a period shorter than 60 days as non-responsive, without any correspondence.	Our offer as a service provider will hold true for the proposed 60 day period. There is limited vacancy in some options in the preferred location. It may be difficult to hold on to the offer for 60 days. Please confirm if this is a non - negotiable aspect and would still qualify for rejection. CBRE will highlight if any point does		Bids shall remain valid for a minimum period of 60 Days



					not have validity for 60 days		
10	EOI Reference Number: NPCI/2020-21/ADMIN/023	21	7.4 Annexure C1	Annexure C1 – BIDDERS INFORMATION	Please clarify if 7.4 Annexure C1 has to be submitted to by the IPC who will be the bidder in the form of a service provide or, is this required from each of the developer whose property options are being proposed for the new lease ?		Whosoever is bidding will have to provide the details as per the EOI
11	EOI Reference Number: NPCI/2020-21/ADMIN/023	22	7.5 Annexure C2	Annexure C2 - ELIGIBILITY CRITERIA MATRIX	Please clarify if 7.5 Annexure C2 has to be submitted to by the IPC who will be the bidder in the form of a service provide or, is this required from each of the developer whose property options are being proposed for the new lease ?		Whosoever is bidding will have to provide the details as per the EOI  Individual eligibility criteria will have to be furnished by bidder for the individual premises offered

12	EOI Reference Number: NPCI/2020- 21/ADMIN/023	16	6.1	<p>Indemnity</p> <p>The bidder/ lessor shall indemnify NPCI for any direct loss or damage that is caused due to any deficiency in services.</p> <p>The bidder /lessor 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 LOI, 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 /lessor, violation of</p>	<p>Will NPCI be flexible to relook at the unlimited liability as this will be a challenge</p>	Will be further clarified in RFP
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				<p>statutory and regulatory provisions including Labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by NPCI arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.</p>			
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13	EOI for selection of premise on lease or co-sharing basis at Mumbai	Page 7	2.2	NPCI proposes to acquire on lease a premise for a minimum period of 6 years & preferably for 9 years with lock-in of first 3 years	Is NPCI evaluating a 'Lease' agreement with tenure of 9 years or 'Leave & License' agreement of 5 years with an extension letter/ side letter of additional 4 years?	A 'Lease' implies higher stamp-duty than a 'Leave & License Agreement'.	Will be further clarified in RFP
14	EOI for selection of premise on lease or co-sharing basis at Mumbai	Page 7	2.2	Expected handover – take over date – Q1 of FY 2021-22	Handover timelines expected is April- June 2021		Yes
15	Expression of Interest for selection of premises on lease or co-sharing basis at Mumbai	10	4.1 (7)	Carpet Area	The clause mentions that area under the columns will not be considered as carpet area. This is not as per market practice, the entire enclosed area of the premises is considered as carpet area. Please clarify.		Please stick to EOI Definitions
16	Expression of Interest for selection of premises on lease or co-sharing basis at Mumbai	11	4.4.1	Earnest Money Deposit	The clause mentions that the DD has to be made from a scheduled bank, can we provide DDs from AXIS/HSBC Bank?		Yes

17	Expression of Interest for selection of premises on lease or co-sharing basis at Mumbai	21	7.4 (5)	Annexure C1 – Bidders Information Sub point (5)	<p>Details of Commencement of Business:</p> <p>Will the Certificate of Incorporation be considered as a proof of commencement of Business? If NO, please let us know which document you would require for the same.</p>	Yes
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