



REQUEST FOR PROPOSAL FOR SELECTION OF BUSINESS PARTNER FOR,
PART A - PREMISE LEASING AT MUMBAI, DELHI AND BANGALORE AIRPORTS
PART B - LOUNGE DESIGN AND BUILD AT MUMBAI, DELHI AND BANGALORE AIRPORTS
PART C - END TO END OPERATIONS MANAGEMENT AT MUMBAI, DELHI AND
BANGALORE AIRPORT LOUNGES.

RFP Reference No: NPCI/2022-23/ADMIN/001

Dated: 12/04/2022

* Bidders may participate for all Parts or any of the Parts mentioned above

National Payments Corporation of India

The Capital, 1001A, B Wing, 10th Floor,

Bandra Kurla Complex, Bandra (East),

Mumbai - 400 051

Website: www.npci.org.in

Copyright Notice

Copyright© 2020 by National Payments Corporation of India. All rights reserved.

Disclaimer

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

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” or “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.

TABLE OF CONTENTS

ABBREVIATIONS, ACRONYMS and DEFINATIONS	5
1. INTRODUCTION	6
2. BID SCHEDULE AND EMAIL ID / ADDRESS FOR SUBMISSION	7
3. BID EARNEST MONEY	7
NPCI BANK DETAILS FOR RTGS / NEFT	7
4. PROJECT PROFILE	8
5. SCOPE OF WORK	9
5.1 Brief SOW -	9
5.2 Single Point of Contact (SPOC)	11
5.3 Statutory Approvals	11
6. INSTRUCTION TO BIDDERS	11
6.1 The Bidding Document	11
6.1.1 RFP	11
6.1.2 Clarifications of Bidding Documents and Pre-bid Meeting	11
6.2 Preparation of Bid	12
6.2.1 Earnest Money Deposit (EMD)	12
6.2.2 Forfeiture of EMD,	12
6.2.3 Period of Validity of Bids	13
6.2.4 Extension of Period of Validity of Bids before expiry	13
6.2.5 Format of Bid	13
7.0 Submission of Bid	13
7.1 Hard copies of the documents should be submitted by the Bidder in sealed envelopes, as per RFP terms.	13
7. 2 Contents of the 3 Envelopes	13
7.2.1 Envelope A - Eligibility Bid	13
7.2.2 Envelope B - Technical Bid	15
7.3 Bid Submission	17
7.4 Bid Currency	17
7.5 Bid Language	17
7.6 Rejection of Bid	17
7.7 Deadline for Submission and Extension	17
7.8 Late Bid	17
7.9 Modifications of Bids	17
7.10 Right to Reject, Accept/ Cancel the bid	17
7.11 RFP Abandonment	18
7.12 Bid Evaluation Process	18
7.13 Single bid	18
8. BID OPENING AND BID EVALUATION PROCESS	19
8.1 Stage 1 - Envelope 'A'	19
8.2 Stage 1 - Envelope 'B'	19

8.2. Examination of Technical Bids	19
8.3 Stage 2 -Envelope 'C'	19
8.4 Stage 3 - Reverse Auction	19
9. General Terms and Condition	20
9.1 Indemnity	20
9.2 Final Completion Certificate - For Design and build Part only	20
9.3 Cost of execution of works of repair, etc.	20
9.4 Safety, Environment and Health Requirements.....	20
10. Force majeure	21
11. Termination of Contract	21
12. Confidentiality	21
13. Resolution of Disputes.....	21
14. Compliance with Applicable Laws of India	22
15. Legal Compliances	22
16. Compliance of Labour & Other Laws.....	22
17. Intellectual Property Rights.....	23
18. Statutory Compliance	23
19. Applicable Law and Jurisdiction	23
20. No Damage of NPCI Property.....	23
21. Fraudulent or Corrupt Practice	23
22. Governing Language	24
23. Address for Notices	24

ANNEXURES.

Annexure A - Bid Offer Form (without Price).....	25
Annexure B- Bidder Information	27
Annexure C - Declaration for Clean Track Record	28
Annexure D - Declaration for Acceptance of RFP Terms and Conditions	29
Annexure E - Declaration for Acceptance of Scope of Work.....	30
Annexure F - Format Power of Attorney (On Stamp paper of relevant value)or Board resolution.....	31
Annexures G1 - Format of Earnest Money Deposit (DEMAND DRAFT / EFT)	32
Annexures G2 - Format of Bank Guarantee for Earnest Money Deposit.....	33
Annexure - H: NON-DISCLOSURE AGREEMENT	34
Annexure I - Indicative Commercial and Price Bid form for Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports.....	39
Annexure J - Indicative Commercial Bid Format for Part B - Lounge Design and Build at Mumbai, Delhi and Bangalore Airports.....	41
Annexure K - Indicative Commercial Bid Form for Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport	43
Annexure L - Indicative Bill of Quantities (BOQ) for Part B - Lounge design and build at Mumbai, Delhi and Bangalore Airports.....	45

ABBREVIATIONS, ACRONYMS and DEFINATIONS

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

BG	Bank Guarantee
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
LAN	Local Area Network
NPCI	National Payments Corporation of India
RFP	Request for Proposal
PBG	Performance Bank Guarantee
DLP	Defect Liability Period
INR	Indian Rupee
LD	Liquidated Damages
LOI	Letter of Intent
PAN	Permanent Account Number
TIN	Tax Identification Number
WO/ PO	Work Order/ Purchase Order

Definition of “Defects Liability Period”

1. INTRODUCTION

1.1.About NPCI

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 (Ten) banks in India under the aegis of the Indian Bank's Association with majority shareholding by Public Sector Banks. Presently, 54 (Fifty-Four) banks are shareholders of NPCI. Out of which 17 (Seventeen) are Public Sector Banks (PSB), 17 (Seventeen) Private Sector Banks, 3 (Three) Foreign Banks, 10 (Ten) Multi State Cooperative Banks and 7 (Seven) 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.

1.2.Objective of this RFP.

National Payments Corporation of India proposes to appoint business partner for,

Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports

Part B - Lounge design and build at Mumbai, Delhi and Bangalore Airports

Part C - End to end operations management at Mumbai, Delhi and Bangalore Airport Lounges.

1.3.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.

1.4.Due Diligence.

The bidder is expected to examine all instructions, terms and specifications stated in this RFP. The bid shall be deemed to have been submitted by the bidder 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. The decision of NPCI on rejection of a bid shall be final and binding on the bidder and the grounds of rejection of bid should not be questioned by the bidder during or after the final declaration of the successful bidder. The bidder is requested to carefully examine the RFP document 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 in 2 below.

1.5.Ownership of this RFP

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

2. BID SCHEDULE AND EMAIL ID / ADDRESS FOR SUBMISSION

Sr. No	Title	Description
1	Name of the Project	Request for proposal for selection of business partner for, Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports Part C - end to end operations management at Mumbai, Delhi and Bangalore Airport Lounges
2	RFP Reference Number	RFP Reference No: NPCI/2022-23/ADMIN/001 Dated : 12/04/2022
3	Last date of receiving bidders Pre-bid clarifications in writing	Date: 18/04/2022
4	Date, VC details and Time for Pre-bid Meeting	Date : 18/04/2022 VC details : Click here to join the meeting Time : 1 Pm
5	Last date and time for Bid Submission bid sealed envelopes (Eligibility, Technical and Commercial bids).	Date : 02/05/2022 Time : EOD.
6	Date and Time of Eligibility And Technical bid Opening	Date :- 03/05/2022 Time :- 1 Pm VC details :- Will be provided later
7	Date and Time of Commercial Bid Opening	Date :- 09/05/2022 Time :- 11 Am VC details :- Will be informed to the bidders who qualify in the Technical Bid
8	Bid Related Queries	Karthik M Email id: karthik.m@npci.org.in Subodh Vishwasrao Email id: Subodh.vishwasrao@npci.org.in Abhishek Upadhyay Email id: Abhishek.upadhyay@npci.org.in Kunal Kalawatia Email id: kunal.kalawatia@npci.org.in

3. BID EARNEST MONEY

Sr. No	Title	Description
1	Bid Security/EMD	Rs 10,00,000 (Indian Rupees Ten Lacs only)

The bidder who wishes to participate in this RFP shall be required to remit the bid security/ EMD as stated above in any one of the following modes. EMD will be returned to the bidders after the finalization of the successful bidder. However final selected vendor should extend timelines of submitted BG/ EMD till on ground project commencement date. If EMD is submitted thru RTGS/NEFT, amount will be returned to selected vendor at the time of on ground project commencement date.

- Electronic transfer to designated NPCI bank account as per the details provided below :

NPCI BANK DETAILS FOR RTGS / NEFT

- Account Name : National Payments Corporation of India
- Bank Name : ICICI Bank
- Account No. : 039305002962
- IFSC Code : ICIC0000393
- Branch : Fort, Mumbai

- Demand draft in favor of "National Payments Corporation of India" payable at Mumbai.

3. Bank Guarantee valid for a period of 6(Six) months issued by a scheduled commercial bank in favor of “National Payments Corporation of India” in the format as specified in this RFP document (refer Annexure – G 1 / G 2)

4. PROJECT PROFILE

Project Name	Request for proposal for selection of business partner for, Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports Part C - end to end operations management at Mumbai, Delhi and Bangalore Airport Lounges
Who all can participate :	Airport Lounge Owners/operators, Aggregators for managing airport lounge spaces, 5 Star category hotels with experienced in managing Airport lounge spaces, Design and Build vendors having experience in creation of Airport lounge spaces, International property consultants (IPCs) having experience in leasing Airport lounge spaces, Private Airport management
Project Location	Airport Lounge Location as below Domestic Airports: - Mumbai - T2 Delhi - T3 & Bangalore T1
Project Commencement Month	Tentative start dates - 3rd Week of May at All Locations as mentioned above
Bid Evaluation Methodology	The following stage evaluation system will be followed in bid evaluation: Stage 1: Eligibility Criteria Bid & Technical Bid Stage 2: Commercial Bid The bidder clearing the eligibility criteria is eligible to participate in technical evaluation. The bidder clearing the technical evaluation is eligible to participate in commercial evaluation. Note: - Reverse auction may be performed as per NPCI's managements discretion.
Condition	1. NPCI does not bind itself to accept the lowest Bidder and reserves the right to reject any or all the bids or cancel this RFP without assigning any reason whatsoever. NPCI also reserves the right to re-issue the RFP without the Bidders having the right to object to such re-issue.
Schedule of Payment :(Upon receipt of acceptance of notification of award, NPCI shall pay as per the adjacent table individually for Part A, Part B , Part C.	Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports Payment as per guidelines of Airport Authorities Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports <u>(I) Mobilisation Advance:</u> 5% mobilisation advance against submission of Performance Bank Guarantee. (Performance Bank Guarantee format for payments milestone will be shared with finalized bidder) <u>(II) Payment against Running Account Bills:</u> Within 30(Thirty) days of delivery of materials to site, a maximum of 65% payment shall be released subject to submission of correct Invoice along with necessary supporting documents and delivery report duly signed by NPCI officials and third party Project Management Consultant(“PMC”) <u>(III) Payment against completion, Installation/commissioning & Handing over and Sign off:</u> Final bill of 25% will be released after completion of the entire work subject to submission of as built drawings, certification of the final bill by the NPCI and third party PMC, clearance of snag list and handing over and issue of substantial completion certificate. <u>(IV) Retention:</u> 5% retention amount which will be payable after Defects Liability Period of 12 (twelve) months or in lieu of the retention amount payable, the principal contractor may submit equivalent amount of PBG valid for 12 (twelve) months from the date of handing over and sign off by the NPCI officials, post that retention will be released. Part C - end to end operations management at Mumbai, Delhi and Bangalore Airport Lounges <ul style="list-style-type: none">• Payouts will happen within 15 days post submission of correct invoice along with all required supporting's.

5. SCOPE OF WORK

5.1 Brief SOW -

Part A – Premise leasing at Mumbai, Delhi and Bangalore Airports

The Bidder should be able to procure premium space of approx 3000 sq.ft in the airports at major metropolitan cities at Mumbai, Delhi and Bangalore towards establishing RuPay Exclusive airport lounges.

Bidder to provide multiple options for premises space availability at all 3 Airports

It's solely NPCI's discretion for extension and expansion of contract validity within said Airports, along with creating new lounges at other Airports in India as mentioned below-

Chennai, Hyderabad, Kolkata, Kochi, Ahmedabad, Pune and Goa would be the next set of airports targeted for RuPay exclusive airport lounges (there may be other Airports as well).

In the event of Airport Authority not providing exclusive space due to single loyalty lounge concept at the airport, the bidder should provide separate entry/reception for RuPay cardholders, separate dedicated reserved seating with RuPay branding in the said lounge.

➤ **Lounge options to be provided as below: -**

- Exclusive space options 1000,2000, and 3000 Sft
- Separate entry and exit
- Preferably at center of the Airport where maximum shops are there.

Part B – lounge design and build at Mumbai, Delhi and Bangalore Airports

The Bidder should obtain the requisite approvals from the relevant authorities to ensure design, construction and operation of the lounge. The design of the lounge, (which is acceptable to the airport authorities), before implementation needs to be pre-approved by NPCI.

Part C - End to end operations management at Mumbai, Delhi and Bangalore Airport Lounges

The Bidder is responsible for the day to day operation of the lounge including ensuring F&B services and other value added experiential services permitted at the lounges (like Gaming Zone, Valet Services, SPA services etc). The bidder is responsible for all regulatory, statutory, airport operation related dues as well as utility services payments.

The Bidder should be able to provide fresh, nutritious and multi cuisine food to the RuPay cardholders with provision for à la carte menu. The F&B services to include liquor subject to State laws. The in-house kitchen for preparation of food needs to be neat and tidy at all times.

The Bidder should provide ambient provision for seating, recliners, WiFi, Visual Entertainment facility, Business Center, adequate reading material such as Newspapers, Magazines etc, Wash and change facilities and EPOS integrated with AAI systems.

Bidder has to provide technical support for end to end management of Lounge Access program ensuring RuPay Cardholders access to the lounge as per the card eligibility criteria stipulated by RuPay from time to time. For the purpose of clarity of this clause RuPay card shall mean all such variants of RuPay Card, issued by a RuPay member bank on an IIN (Institution Identification Number)assigned by RuPay and RuPay Cardholder shall mean such customer/s who are RuPay member Bank's customers; and to whom a RuPay Card has been issued and who is authorized to hold the card.

The L1 bidder will be selected through this RFP process on a non-exclusive basis. NPCI shall be free to engage any other party/ ies or may entrust arrangement similar to the scope of this RFP or any part thereof to any other Company / Entity / Partnership firm/ Limited Liability Partnerships.

➤ **RuPay & Other NPCI Products defined from time to time as per NPCI discretion**

- All cards and all form factors (current & future)
 - Credit – Debit – Prepaid
 - Tokenized
 - On The Go

➤ **Technical Aspects**

- At the time of ticket booking or travel booking
- White label App to manage bookings
- SDK / APIs to integrate with BHIM and Bank apps
- Customer should have an option to pay and add more members at an additional discounted charge

➤ **Customer Experience**

- Food – Cuisines will be defined by NPCI (preferably – Pan Asian, Continental, Indian etc. there should be various options in menu)
- Alcohol – Premium Brands - On payment by the customer
- Entertainment – Gaming, SPA Booking etc.

➤ **Foot fall / month -**

• **MONTHWISE FOOTFALL LOCATION MUMBAI: -**

FY	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
21-22	2447	3033	3252	2280	1335	1667	2608	3403	3108	4157	3267	3070

• **MONTHWISE FOOTFALL LOCATION DELHI: -**

FY	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
21-22	3390	4373	5799	2848	1160	1469	2669	4284	4473	5435	5802	5060

• **MONTHWISE FOOTFALL LOCATION BANGALORE: -**

FY	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
21-22	3868	3821	5617	2569	851	1033	2304	2956	4008	4590	4908	4781

5.2 Single Point of Contact (SPOC)

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

Prior approval of NPCI management is mandatory for all pointers mentioned above in Part A, B , C like Space finalization, Lounge Design, Food Menu selection etc

5.3 Statutory Approvals

Business partner will arrange end to end statutory approvals related to project starting from lease finalization, construction & Operations of the lounge.

If there are multiple parties, every party need to abide by above clause for their respective portfolio

6. INSTRUCTION TO BIDDERS

6.1 The Bidding Document

6.1.1 RFP

RFP shall mean Request for Quotation/quote/Proposal, Bid, tender and RFP are used interchangeably to mean the same. Similarly, PO , Agreement, WO are used interchangeably 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 bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

6.1.2 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 2. BID SCHEDULE AND EMAIL ID /ADDRESS FOR SUBMISSION of this RFP.

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

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

Replies to all the clarifications, modifications received through mail, email or Prebid meeting queries will be addressed to all bidders via email.

6.1.3 Amendment of Bidding Documents

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. Amendments will be provided in the form of addendum to the bidding documents, which will be shared with bidders by email. Addendum will be binding on bidders. It will be assumed that the amendments contained in such addendum had been taken into account by the bidder in its bid. 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 intimated to the bidders by email.

From the date of issue of the addendum, the addendum to the RFP shall be deemed to form an integral part of the RFP.

6.2 Preparation of Bid

6.2.1 Earnest Money Deposit (EMD)

The bidder is required to deposit Rs. 10, 00,000 (Rupees Ten Lacs) in any one of the following modes:

- i. through electronic transfer to designated NPCI bank account as per details provided in the Section 3 or
- ii. in the form of a demand draft / pay order in of “National Payments Corporation of India” payable at Mumbai or
- iii. In the form of Bank Guarantee (as per the format provided in Annexure G2) issued by a scheduled commercial bank and valid for 6 (six) months.
- iv. Final selected vendor should extend timelines of submitted BG/ EMD till on ground project commencement date. If EMD is submitted thru RTGS/NEFT, amount will be returned to selected vendor at the time of on ground project commencement date.

No interest will be paid on the EMD by NPCI.

If any of the bidder participates in all three Parts or any of the Part, overall EMD submission amount will remain same Rs10,00,000/- (Rupees Ten Lacs)

6.2.2 Forfeiture of EMD,

The EMD made by the bidder will be forfeited if:

1. Bidder withdraws its bid before opening of the bids or after opening of the bids but before notification of award or after notification of award.
2. Bidder alters its bid during the bid validity period without NPCI's request for change in technical specification.
3. Bidder submits any false information in support of its eligibility criteria, technical evaluation criteria or tampers with the RFP documents.
4. Selected bidder fails to submit the PBG within stipulated period from the date of acceptance of the WO. In such instance, NPCI, at its discretion, may cancel the WO placed on the selected bidder without giving any notice.
5. If the EMD is forfeited as stated above, the bidder will stand ineligible for further consideration for this RFP.

6.2.3 Period of Validity of Bids

Bids shall remain valid for a period of **6 months** from date of bid submission or as may be extended from time to time basis corrigendum issued by NPCI. NPCI reserves the right to reject a bid valid for a period shorter than **6 months** as non-responsive, without any correspondence.

6.2.4 Extension of Period of Validity of Bids before expiry

In exceptional circumstances, prior to expiry of the bid validity period, NPCI may in its own discretion extend the bid validity period. The EMD provided shall also be suitably extended by the bidders.

6.2.5 Format of Bid

The bidder shall share hard copies of signed & stamped bid in sealed envelope for all the Bids including this RFP.

7.0 Submission of Bid

7.1 Hard copies of the documents should be submitted by the Bidder in sealed envelopes, as per RFP terms.

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

Each of the 3 (three) Envelopes shall then be sealed and put into an outer envelope marked as

“Request for proposal for selection of business partner for,

Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports

Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports

Part C - end to end operations management at Mumbai, Delhi and Bangalore Airport Lounges, RFP Reference No: NPCI/2022-23/ADMIN/001, Dated :12/04/2022”

The inner and outer envelopes shall be addressed to NPCI at the address mentioned in Section 2.

The inner and outer 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 bid's misplacement or premature opening.

7. 2 Contents of the 3 Envelopes

7.2.1 Envelope A - Eligibility Bid

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

Eligibility Criteria Matrix

Sr No	Description	Proof to be attached
1	Registered company under The Companies Act, 1956 or 2013 or Partnership firm/ LLP or Proprietary firm having their office in India in existence for a minimum of 5(five) years	Hard copies for any of the below mentioned proof should be submitted in terms of valid certificate of registration /Incorporation/ commencement/ MOA& AOA/ S&E/partnership deed, etc. Signed and stamped hard copies should be provided in sealed envelope

2	The bidder should have minimum annual turnover of Rs 200 Crores (Two hundred crores), during any one of the last three financial years (2018-19, 2019- 20, 2020- 21) or calendar years 2018, 2019, 2020, or bidder's financial years. Annual Turnover will be considered for main bidder firm and not for the Group Company or Subsidiary Company	A. 3 years Audited Balance Sheet B. 3 years' independent Auditors report. Signed and stamped hard copies should be provided in sealed envelope
3	Complete RFP document signed by authorized signatory	Each page of RFP document to be Signed and stamped, hard copies should be provided in sealed envelope
4	Bid Offer Form without Price	Annexure - A Signed and stamped hard copies should be provided in sealed envelope
5	Bidders Information	Annexure - B Signed and stamped hard copies should be provided in sealed envelope
6	Clean Track record :-The Bidder should not be currently blacklisted by any Government / Government agency/ Bank / institution in India or abroad	Annexure - C Signed and stamped hard copies should be provided in sealed envelope
7	Acceptance of RFP terms and condition	Annexure - D Signed and stamped hard copies should be provided in sealed envelope
8	Acceptance of RFP SOW	Annexure - E Signed and stamped hard copies should be provided in sealed envelope
9	Power of attorney / Board resolution	Annexure -F Signed and stamped hard copies should be provided in sealed envelope
10	Bid Earnest Money Deposit in the form of Electronic Funds Transfer (EFT), Demand Draft (DD) or in the form of Bank Guarantee	Annexure G-1 - EMD, DD, EFT (please refer Section 3for NPCI Bank Details) OR Annexure G-2 Bank Guarantee Format Signed and stamped hard copies should be provided in sealed envelope
11	Non-Disclosure Agreement (Rs 600/- stamp paper or franking)	Annexure - H Signed and stamped hard copies should be provided in sealed envelope

Note -

- Bidder is required to submit all necessary supporting documents as mentioned in the Annexures.
- **Eligibility Bid or Technical Bid envelope shall not include any commercial information. If the Eligibility Bid or Technical Bid envelope contains any commercial information, the bid will be rejected.**
- If the bidder is not eligible as per the above criteria, the bidder's proposal will be rejected.

7.2.2 Envelope B - Technical Bid

The following documents shall be inserted inside Envelope B

TECHNICAL CRITERIA MATRIX

Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports

Sr. No.	Technical Criteria	Supporting Documents	Grading Criteria
A.1.	Should be having experience in leasing at least three (3) airport lounges in India.	Declaration on Bidders Letter head, along with airport lounge details	* Available for ≥ 3 Airports * Not Available
A.2.	Should be experienced in leasing at least a total of 5,000 Sft pan India level - within airport premises	Declaration on Bidders Letter head, along with airport lounge details	* Available for ≥ 5000 Sft * Not Available
A.3.	Experience in managing Space Leasing at Airport minimum 3 years	Declaration on Bidders Letter head, along with airport lounge details	* Available for Exp ≥ 3 Years * Not Available
A. 4	Minimum one lounge should have a minimum area of 750 Sft	Declaration on Bidders Letter head, along with airport lounge details	* Available for Exp ≥ 750 Sft * Not Available

Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports

Sr. No.	Technical Criteria	Supporting Documents	Grading Criteria
B.1.	Should be experienced in design and build activity with at least three (3) airport lounges in India / International.	Declaration on Bidders Letter head, along with airport lounge details	* Available for ≥ 3 Airports * Not Available
B.2.	Should be experienced in Design and Build activity of at least a total of 5,000 Sft pan India / International level - within airport premises	Declaration on Bidders Letter head, along with airport lounge details	* Available for ≥ 5000 Sft * Not Available
B.3.	Experience in Design & build at Airport minimum 3 years	Declaration on Bidders Letter head, along with airport lounge details	* Available for Exp ≥ 3 Yrs * Not Available
B.4.	Design and Build experience of Minimum one lounge with a minimum area of 750 Sft	Declaration on Bidders Letter head, along with airport lounge details	* Available for Exp ≥ 750 Sft * Not Available

Part C - end to end operations management at Mumbai, Delhi and Bangalore Airport Lounges

Sr. No.	Technical Criteria	Supporting Documents	Grading Criteria
C.1.	Should be experienced in Managing end to end activity with at least three (3) airport lounges in India / International.	Declaration on Bidders Letter head, along with airport lounge details	* Available for ≥ 3 Airports * Not Available
C.2.	The bidder must have the capability to manage the lounge access basis the BIN (Bank Identification Number - First 6/8 Digits of the RuPay card number) and Card Number, ensuring the utilization limits are monitored and controlled in real time basis.	Declaration on Bidders Letter head, along with airport lounge details	*Available * Not Available
C.3.	Should be experienced in managing at least one lounge with minimum sitting capacity of 15 person.	Declaration on Bidders Letter head, along with airport lounge details	*Available * Not Available
C.4.	Lounge operator should have its own in-house high-quality kitchen or should have tie ups with 5 star category service providers like Oberoi, ITC, Authorised F&B service provider for the Airport etc.	Declaration on Bidders Letter head, along with airport lounge details	*Available * Not Available

7.2.3 Envelope C - Commercial Bid. Signed and stamped hard copies on to be provided in sealed envelope

The following documents shall be inserted inside Envelope C:

- i. Annexure I - Indicative Commercial and Price Bid form for Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports
- ii. Annexure J - Indicative Commercial Bid Format for Part B - Lounge Design and Build at Mumbai, Delhi and Bangalore Airports
- iii. Annexure K - Indicative Commercial Bid Form for Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport
- iv. Annexure L - Indicative Bill of Quantities (BOQ) for Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports

Commercial Bid details-

(A) Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports

- i. Rent of the lounge will be pass through cost (Actual Payout will happen as per the invoice submitted by Airport Management)
- ii. Airport Management like GMR, Adani etc. Business partner will not add any mark up on the same

(B) Part B - Design & Construction of Lounge - lounge design and build at Mumbai, Delhi and Bangalore Airports

- i. Total cost should be submitted as per attached BOQ which should also include designers fee.
- ii. Post Reverse auction (If any), all vendors need to submit itemized cost as per final rate quoted in reverse auction.
- iii. Quantity mentioned in the BOQ considering 3000 Sft lounge carpet area. Quantity may increase or decrease based on actual site condition & final design

(C) Part C - Operational Cost- End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges

- i. Bidder should quote per pax cost for running the operations which should include all operational costs e.g Water cost, electricity cost, manpower cost, Statutory compliance cost, maintenance cost, Technology deployment etc.
- ii. Foot fall / month -

• **MONTHWISE FOOTFALL LOCATION MUMBAI: -**

FY 21-22	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
	2447	3033	3252	2280	1335	1667	2608	3403	3108	4157	3267	3070

• **MONTHWISE FOOTFALL LOCATION DELHI: -**

FY 21-22	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
	3390	4373	5799	2848	1160	1469	2669	4284	4473	5435	5802	5060

• **MONTHWISE FOOTFALL LOCATION BANGALORE: -**

FY 21-22	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
	3868	3821	5617	2569	851	1033	2304	2956	4008	4590	4908	4781

7.3 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 to the bidder for these costs, regardless of the conduct or outcome of the bidding process.

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

No columns of the RFP 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.

7.4 Bid Currency

All prices shall be expressed in Indian Rupees only.

7.5 Bid Language

The bid shall be in English Language.

7.6 Rejection of Bid

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

- i. Does not bear signature of authorized person.
- ii. Is received through Fax
- iii. Is received after expiry of the due date and time stipulated for Bid submission.
- iv. Is incomplete / incorrect.
- v. Does not include requisite documents.
- vi. Is Conditional.
- vii. Does not conform to the terms and conditions stipulated in this RFP.

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.

7.7 Deadline for Submission and Extension

The last date of submission of bids is given in Section 2 _ However, the last date of submission may be amended by NPCI and shall be notified to the bidders through email. NPCI may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be informed to the bidder through email, in which case all rights and obligations of NPCI and Bidders will thereafter be subject to the deadline as extended.

7.8 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.

7.9 Modifications of Bids

Bids once submitted will be treated, as final and no further correspondence(s) will be entertained regarding the same.

No bid will be modified by the bidder after the deadline for submission of bids except on request made by NPCI for bringing consistency/clarity in the technical differences. NPCI reserves the right to call for such additional information from the bidder as it may deem fit to carry out commercial comparison.

7.10 Right to Reject, Accept/ Cancel the bid

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

NPCI does not bind itself to accept the lowest bidder and reserves the right to reject any or all the bids or cancel the RFP without assigning any reason whatsoever. NPCI also reserves the right to re-issue the RFP without the bidders having the right to object to such re-issue.

7.11 RFP Abandonment

NPCI may at its discretion abandon the process of the selection of bidder at any time before notification of award without assigning any reason whatsoever.

7.12 Bid Evaluation Process

The bid evaluation will be carried out in stages as prescribed in Section 8.BID OPENING AND BID EVALUATION PROCESS of this RFP.

7.13 Single bid

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, than NPCI management will decide further course of action.

7.14 Contacting NPCI

From the time of bid opening to the time of the award of contract, 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 as prescribed in Section 2: BID SCHEDULE AND EMAIL ID / ADDRESS FOR SUBMISSION of this RFP. Any attempt by the bidder 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.

8. BID OPENING AND BID EVALUATION PROCESS

The Bid Evaluation will be carried out in stages as mentioned below:

8.1 Stage 1 - Envelope 'A'

Envelope 'A'

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

8.2 Stage 1 - Envelope 'B'

8.2. Examination of Technical Bids

NPCI will examine the bids hard copies to determine whether they are complete; whether the required information have been provided as underlined in the bid document.

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 non-conformity. 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.

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 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) Submission of duly signed compliance statement as stipulated in Annexures
- d) 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. However, no change in the price or substance of the bid shall be sought, offered or permitted.
- e) NPCI reserves the right to shortlist bidders based on technical evaluation criteria.
- f) **Whosoever will score more than 70% marks in technical bid (Part A, Part B, Part C will be considered individually) will be called as successful bidder in technical evaluation.**

8.3 Stage 2 -Envelope 'C'

Envelope 'C' of those bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing successful bidder.

8.4 Stage 3 - Reverse Auction

Reverse Auction may be performed separately based on NPCI management teams discretion. Though NPCI management team can take final call on results.

9. General Terms and Condition

9.1 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 Bidder and their 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 the Bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations or breach of representations and warranties. The extent of liability shall be limited to the Total contract value.

9.2 Final Completion Certificate - For Design and build Part only

The work shall deem to have been finally accepted after issue of the final completion certificate by NPCI, subject to fulfilment of all the following terms by the bidder: -

- a. Submitting as-built drawings, O&M Manuals, catalogues, brochures, data-sheets, spares and any other document/record as called for in the contract and everything else necessary for the proper use and maintenance for the works complete with all systems and services.
- b. Obtaining certificate of substantial completion from the project manager and NPCI SPOC
- c. Handing over of the completed office space to NPCI.
- d. Dismantling the site office, removing and clearing the debris, leveling the surface and handing over to NPCI.

The works shall deem to have been approved and accepted only on issue of final completion certificate by NPCI or project manager without prejudice to NPCI's rights under the contract.

9.3 Cost of execution of works of repair, etc.

All such work shall be carried out by the Bidder at his own expense if the necessity thereof shall, in the opinion of the project manager and / or NPCI, be due to the use of materials or workmanship not in accordance with the contract, or to neglect or failure on the part of the Bidder to comply with any obligation, expressed or implied, on the Bidder's part under the contract.

9.4 Safety, Environment and Health Requirements

The Bidder, shall comply with the safety precautions, protective measures, housekeeping requirements, etc. The project managers / architects with due intimation shall have the right to stop the work at site, if in his opinion, proceeding with the work will lead to an unsafe and dangerous condition. The bidder shall ensure the unsafe condition and unsafe acts are eliminated / minimized at the site and shall provide necessary protective equipment to the workmen as required. The bidder shall ensure that all workmen are aware about the nature of risks involved in their work and have adequate knowledge for carrying out their work safely.

10. Force majeure

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

If force majeure situation arises, the Bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the Bidder shall continue to perform its obligations under the contract as far as possible. If the event of Force Majeure continues for more than 30(Thirty) days, either party shall be entitled to terminate the contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of the contract as a result of an event of Force Majeure.

11. Termination of Contract

NPCI holds right to terminate the RFP / contract at any point during the project by a written notice sent to Bidder. If termination happens because of the internal call taken by NPCI, then bidder will be compensated on pro-rata basis for the work completed subject to submission of valid proofs / bills. If termination happens because of breach of terms and condition mentioned in RFP, then NPCI management will take final call on pay-outs to the bidder.

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

In Case of final Bidder's Insolvency/ failure, or in Case of Bankruptcy, or in Case of Vendor unable to manage the Part A or B or C as per NPCI's expectation then NPCI has full right to terminate the contract and based on NPCI's management decision take further call regarding hiring of other business partner to run the operations

12. Confidentiality

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

13. Resolution of Disputes

All disputes or differences between NPCI and the Bidder shall be settled amicably. If, however, NPCI and 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 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 appointed 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 the Bidder. The cost and expenses of Arbitration proceedings will be paid as determined by mutually appointed 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.

Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

14. 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 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 its 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.

15. Legal Compliances

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

The Bidder shall allow NPCI as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by NPCI and 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.

16. Compliance of Labour & Other Laws

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 the 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.

17. 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 or contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in this RFP or contract, this clause shall survive indefinitely.

18. 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.

19. Applicable Law and Jurisdiction

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

20. No Damage of NPCI Property

Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the project. 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.

21. Fraudulent or 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 Bidders (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.

22. Governing Language

All correspondences and other documents pertaining to the RFP or subsequent documents shall be in English only.

23. Address for Notices

Following shall be address of NPCI and Bidder

NPCI address for notice purpose:	Bidder’s address for notice purpose: (To be filled by Bidder)
National Payments Corporation of India 1001A, B wing 10th Floor, ‘The Capital’, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051	

Annexure A - Bid Offer Form (without Price)
(Bidder's Letter Head)

OFFER LETTER

Date:

To

Chief HR and Administration

National Payments Corporation of India

1001A, B wing 10th Floor,

'The Capital', Bandra-Kurla Complex,

Bandra (East), Mumbai - 400 051

Dear Sir,

Subject: "Request for proposal for selection of business partner for,

Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports

Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports

**Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges;
RFP Reference No: NPCI/2022-23/ADMIN/001, Dated : 12/04/2022"**

We have examined the above referred RFP documents 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/s of this RFP.

3. We have not induced nor attempted to induce any other bidder/s 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.

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 all the 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 conditions would be applicable.

We agree that the bid shall remain valid for **6 months** from date of bid submission.

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 the bid security (EMD).

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.

RFP for procurement of ___(To be filled by Bidder)___

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 favour of “National Payments Corporation of India” or Bank Guarantee - Bank Guarantee Number _____valid for 6 (Six) months for an amount of INR 10,00,000 (Indian Rupees Ten Lacs only) payable at Mumbai.

However final selected vendor should extend timelines of submitted BG/ EMD till on ground project commencement date. If EMD is submitted thru RTGS/NEFT, amount will be returned to selected vendor at the time of on ground project commencement date.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure B- 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	Valid Sales tax registration no.				
6	Valid Service tax registration no.				
7	Permanent Account Number (PAN)				
8	Goods and Services Tax (GST) Registration Numbers				
9	City				
10	State				
11	Pin Code / State Code				
12	GSTIN Number				
13	HSN Number				
14	Name and Designation of the contact person to whom all references shall be made regarding this RFP				
15	Telephone No. (Cell # and Landline # with STD Code)				
16	E-Mail of the contact person				
17	Fax No. (with STD Code)				
18	Website				
Financial Details (as per audited Balance Sheets) (in Cr)					
19	Year	2018-19	2019-2020	2020-21	2021-22
20	Net worth				
21	Turn Over				

Annexure C - Declaration for Clean Track Record

(Bidder's Letter Head)

To

Chief HR and Administration

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 and conditions contained in the **"Request for proposal for selection of business partner for,Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports**

Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports, Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges; RFP Reference No: NPCI/2022-23/ADMIN/001, Dated : 12/04/2022". I hereby declare that my company has not been debarred/black listed by any Government / Quasi 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 D - Declaration for Acceptance of RFP Terms and Conditions

(Bidder's Letter Head)

To

Chief HR and Administration
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 and conditions contained in the RFP document for the "Request for proposal for selection of business partner for, Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports, Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports, Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges; RFP Reference No: NPCI/2022-23/ADMIN/001, Dated : 12/04/2022". I declare that all the provisions of this RFP 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 E - Declaration for Acceptance of Scope of Work
(Bidder's Letter Head)**

To

Chief HR and Administration

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 **“Request for proposal for selection of business partner for, Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports, Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports, Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges; RFP Reference No: NPCI/2022-23/ADMIN/001, Dated : 12/04/2022”**. I declare that all the provisions of this RFP Document including the Scope of Works to be performed by us are acceptable to us. 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 - Format Power of Attorney (On Stamp paper of relevant value) or Board resolution

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 business partner for, Part A - Premise leasing
at Mumbai, Delhi and Bangalore Airports, Part B - lounge design and build at Mumbai, Delhi and
Bangalore Airports, Part C - End to End operations management at Mumbai, Delhi and Bangalore
Airport Lounges; RFP Reference No: NPCI/2022-23/ADMIN/001, Dated : 12/04/2022”**, in response
to the RFP floated by NPCI, including signing and submission of all the documents, providing
information/responses to NPCI in all the matter in connection with our bid and attend meetings with
NPCI on our behalf. We hereby agree and ratify that all deeds and things done by our aforesaid
attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2022

For _____.

(Signature)

(Name Designation and Address)

Accepted

(Signature)

(Name Designation)

Date:

Business Address:

Annexures G1 - Format of Earnest Money Deposit (DEMAND DRAFT / EFT)

To be put in Envelope 'A'

Bidder's Letter for EMD (Demand Draft)

To
Chief HR and
Administration,
National Payments
Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-
Kurla Complex,
Bandra (East),
Mumbai - 400051

Subject: "Request for proposal for selection of business partner for, Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports, Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports, Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges; RFP Reference No: NPCI/2022-23/ADMIN/001, Dated : 12/04/2022"

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. 10, 00,000/- (Rupees ten
lacs only)/ We have remitted towards EMD, a sum of Rs. 10,00,000/- (Rupees ten lacs only by
electronic transfer to the designated NPCI account as mentioned under Section 3.

However final selected vendor should extend timelines of submitted BG/ EMD till on ground
project commencement date. If EMD is submitted thru RTGS/NEFT, amount will be returned to
selected vendor at the time of on ground project commencement date.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Annexures G2 - Format of Bank Guarantee for Earnest Money Deposit

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

National Payments Corporation of India: _____

Date: _____

BANK 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 "Request for proposal for selection of business partner for, Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports, Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports, Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges; RFP Reference No: NPCI/2022-23/ADMIN/001, Dated : **12/04/2022**"

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 _____ (In words) 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, as below -

1. Bidder withdraws its bid before opening of the bids or after opening of the bids but before Notification of Award or after notification of award .
2. Bidder alters its bid during the bid validity period without NPCI's request for change in technical specification.
3. Bidder submits any false information in support of their eligibility criteria, technical evaluation criteria or tampers the RFP documents.
4. Selected bidder fails to submit the PBG within stipulated period from the date of acceptance of the work order. In such instance, NPCI at its discretion may cancel the order placed on the selected bidder without giving any notice.
5. If the EMD is forfeited as stated above, the bidder will stand ineligible for further consideration for this RFP.

However final selected vendor should extend timelines of submitted BG/ EMD till on ground project commencement date. If EMD is submitted thru RTGS/NEFT, amount will be returned to selected vendor at the time of on ground project commencement date.

[Signature]

Annexure - H: NON-DISCLOSURE AGREEMENT
(To be printed on Rs.600/- Stamp paper/ Franking)

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this _____ day of _____, 2022
("Effective Date") between

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

AND

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

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

NOW THEREFORE

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

Article 1: PURPOSE

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

Purpose - For selection of business partner for premise leasing at Mumbai, Delhi and Bangalore Airports, lounge design and build at Mumbai, Delhi and Bangalore Airports, End to End Lounge operations management at Mumbai, Delhi and Bangalore Airport

Article 2: DEFINITION

For purposes of this Agreement, "**Confidential Information**" means the terms and conditions, and with respect to Disclosing Party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required

to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: DISPUTE RESOLUTION

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

Article 10: GOVERNING LAW AND JURISDICTION

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

This Agreement shall remain valid from the effective date till the time the Receiving Party is receiving Confidential Information or until the termination of this Agreement, whichever is later. This Agreement may be terminated by either Party by giving prior written notice of Ninety (90) days to the other Party. However, the Receiving Party shall not be entitled to terminate this Agreement if there is subsisting business engagement between the Parties. Irrespective of the termination, the

obligation of the Receiving Party to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement and shall remain in effect indefinitely.

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

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

Article 14: INDEMNITY

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

Article 15: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) In the case of personal delivery or electronic-mail, on the date of such delivery, (b) In the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) In the case of mailing, on the seventh working business day following such mailing.
3. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof and any additional agreement, if any, shall be binding along with that relevant Agreement in addition to this Non-Disclosure Agreement without affecting the provisions of this agreement. In the event where only this agreement is existing than the provisions of this Agreement shall prevail. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement or modified, rewritten or interpreted to

include as much of its nature and scope as will render it enforceable. The remaining provisions will continue in full force and effect.

4. Any breach of any provision of this Agreement by Receiving Party hereto shall not affect the Disclosing party's non-disclosure and non-use obligations under this Agreement.
5. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

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

**NATIONAL PAYMENTS
CORPORATION OF INDIA**

(TYPE COMPANY NAME)

By:

By:

Name:

Name:

Designation:

Designation:

Annexure I - Indicative Commercial and Price Bid form for Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports

(Bidder's Letter Head)

(Documents to be put in Envelope 'C' - Commercial Bid)

To

Chief HR and Administration,
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400051

Subject : Request for proposal for selection of business partner for,Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports, Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports, Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges; RFP Reference No: NPCI/2022-23/ADMIN/001, Dated : 12/04/2022

Dear Sirs,

I /We _____ (name of Bidder firm) herewith produce our Commercial Proposal for selection of my / our firm / organization for above mentioned work as per terms and conditions of RFP document.

We have read and understood all the terms and conditions mentioned in Request for Proposal (RFP) and agree to abide by them. In confirmation to the terms and conditions mentioned in the RFP, we quote rate (All inclusive, excluding Taxes) as follows on chargeable area basis for following Airports –

Sr No	Airport	Offered Chargeable Sft Area	Total Cost for first 3 Years	Total Cost for Next 3 Years	Total Cost for Last 3 Years
1	Mumbai Airport				
2	Delhi Airport				
3	Bangalore Airport				
	Total				

PART A- Price Break up and Detail for Lease:

1) AREA OF PREMISES IN SQ.FT	Mumbai	Delhi	Bangalore
A: CARPET AREA*# IN SQ.FT.			
B: EFFICIENCY IN %			
C: CHARGEABLE AREA IN SQ.FT			
D: TOTAL TENURE OFFERED (MINIMUM 3 YEARS, PREFERABLY 9 YEARS – preferably 3+ 3+ 3 years)			
E: FIRST TENURE DURATION (3 YEARS)			
F: SECOND TENURE DURATION (3 YEARS)			
G: THIRD TENURE DURATION (3 YEARS)			
H: LOCK IN PERIOD FOR LESSOR (PREFERABLY ENTIRE CONTRACT TERMURE))			
I : LOCK IN PERIOD FOR LESSEE (PREFERABLY FIRST - 1 YEARS OF CONTRACT)			
J: NOTICE PERIOD FOR LESSOR (PREFERABLY ENTIRE CONTRACT TERMURE)			
K: NOTICE PERIOD FOR LESSEE (PREFERABLY 3 MONTHS INCLUDED IN LOCK IN PERIOD)			
2) CALCULATION OF RENTAL RATE PER SQ.FT PER MONTH	CHARGEABLE AREA IN SQ.FT		
A) BASE RENTAL RATE PER SQ.FT. PER MONTH			
B) CAM CHARGES PER SQ.FT. PER MONTH			
C) TOTAL RENTAL (FIRST TENURE A+B =C)			
D) ESCALATION IN TOTAL RENTAL RATE PER MONTH (IN PERCENTAGE %) FOR THE SUBSEQUENT SECOND TENURE I) RENT PER SQ. FT. % II) CAM CHARGES PER SQ. FT. %			
E) ESCALATION IN TOTAL RENTAL RATE PER MONTH (IN PERCENTAGE %) FOR THE THIRD TENURE I) RENT PER SQ. FT. % II) CAM CHARGES PER SQ. FT. %			
F) RENT & CAM FREE PERIOD – (UOM: NO OF MONTHS)`			
3) SECURITY DEPOSIT – (UOM: NUMBER OF MONTHLY RENTALS) (THROUGHOUT THE TERM OF THE AGREEMENT)			
4) Any other cost (please specify)			

1. In Case of Security deposit for the second and third term, differential of rent will be prorated and delta amount will be paid.
2. The above quoted rate are exclusive of taxes
3. Registration and stamp duty, legal charges if any, shall be borne equally by the Bidder / Lessor and NPCI.
4. Property tax will be paid by Lessor
5. **We expect that rental pay-outs will be pass through cost & there will not be any mark up from our companies' end and same is as per Airport authorities' prevailing rates.**

This Offer is valid for 6 Months from due date of submission of Commercial bid document.

Signature of authorized representative _____

Full name_____

Designation _____

Address

Annexure J - Indicative Commercial Bid Format for Part B - Lounge Design and Build at Mumbai, Delhi and Bangalore Airports

(Bidder's Letter Head)

(Documents to be put in Envelope 'C' - Commercial Bid)

To

Chief HR and Administration,
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East), Mumbai - 400051

Subject : Request for proposal for selection of business partner for, Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports, Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports, Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges; RFP Reference No: NPCI/2022-23/ADMIN/001, Dated : 12/04/2022

Dear Sirs,

Having examined the Bidding Documents placed along with RFP, we the undersigned, offer to provide the Design & required infrastructure in conformity with the said Bidding documents for all three locations for the sum of Rs. _____. (Rupees in word _____) (Exclusive of taxes).

Breakup of design and build cost per Sft location wise

1. Mumbai Airport per Sft Cost - _____/-(Taxes Exclusive)
 2. Delhi Airport per Sft Cost - _____/-(Taxes Exclusive)
 3. Bangalore Airport per Sft Cost -. _____/-(Taxes Exclusive)
- Total Cost per Sft for all three locations - Rs _____ / - (Taxes Exclusive)

We understand that if there is any item which is not deployed as per BOQ, the same will be deducted as per the line item wise cost submitted post Reverse Auction (if any).

We undertake that if our Bid is accepted, to build 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 all the applicable laws including 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.

Quantity mentioned in the BOQ considering 3000 Sft lounge carpet area. Quantity may increase or decrease based on actual site condition & final design, but the itemised cost quoted by the bidder will remain unchanged.

Dated this..... Day of.....2022

(Signature)

(Name)

(In the capacity of)

Annexure K - Indicative Commercial Bid Form for Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport

(Bidder's Letter Head)

(Documents to be put in Envelope 'C' - Commercial Bid)

To

Chief HR and Administration,
National Payments Corporation of India
1001A, B wing 10th Floor,
'The Capital', Bandra-Kurla Complex,
Bandra (East),
Mumbai - 400051

Subject: Request for proposal for selection of business partner for, Part A - Premise leasing at Mumbai, Delhi and Bangalore Airports, Part B - lounge design and build at Mumbai, Delhi and Bangalore Airports, Part C - End to End operations management at Mumbai, Delhi and Bangalore Airport Lounges; RFP Reference No: NPCI/2022-23/ADMIN/001, Dated: 12/04/2022

Dear Sirs,

Having examined the Bidding Documents placed along with RFP, we the undersigned, offer to provide the required services in conformity with the said Bidding documents for the sum towards managing end to end operations cost at Delhi, Bangalore & Mumbai as below. Considering 3 years' contract, in combination of 3 years and expandable up to 9 years.

Breakup of the total Cost as below -

Airport Location	Per Month Per Pax Cost - Tenure 1	Escalation % Tenure 2	Escalation % Tenure 3	Remarks If any
Mumbai Airport				
Delhi Airport				
Bangalore Airport				
Total Cost				

We undertake that if our Bid is accepted, to deploy 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 all the applicable laws including 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.

The price quoted should be inclusive of all charges but exclusive of taxes.

The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

NPCI will not pay any charges for transportation, boarding, installation of software, labour, miscellaneous charges, etc. separately. All such costs, if any, must be considered in the price quoted.

Dated this..... Day of.....2022

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure L - Indicative Bill of Quantities (BOQ) for Part B - Lounge design and build at Mumbai, Delhi and Bangalore Airports

Please note the BOQ is an indicative BOQ, and is a brief outline and not limited to list of items which will be required at the Lounge area of Approx. 3000 sft subject to design approved by NPCI. Quantity may increase or decrease but the itemised cost quoted by the bidder will remain unchanged.

Please refer Link in NPCI Website named as “*Annexure L – Indicative Bill of Quantities (BOQ) for Part B – Lounge design and build at Mumbai, Delhi and Bangalore Airports*”