# RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad

Sr.							
Sr. No.	Document Reference	Page no	Clause no	Description in RFP	Clarification Sought	NPCI Response	
1	RFP	8	6	Last date and time for Bid Submission: 26th October 2023, 1800 Hrs	Arrangement of all the documents required and necessary internal approvals will require a considerable amount of time. In view of the same we request the authority to extend the date of Bid submmision by 4 weeks from the date of clarification.		
2	RFP	9	16	<ul> <li>II) Payment against Running Account Bills &amp; Final Bill</li> <li>Part 1 On successful completion of agreed stage wise milestone (As decided at late stage): 40% of NPCI certified value (Subject to further break up based on stage wise milestone)</li> <li>Part 2 On successful Deployment of quality and certified resources as per actuals or monthly basis: 60% of NPCI certified value (Subject to actual deployment in that particula month)</li> </ul>	e confirmation of the exact milestone schedule in the RFP.		
3	RFP	26	4.3	At least one similar project value costing more than INR 150 Crore OR Two (2) simila projects costing more than INR 100 Crores each OR Three (3) similar projects costing more than INR 80 Crores each, all in the last five (5) calendar years or financial years ending previous day of last date of submission of tender.	last 5 years for competitive bidding.	No change in RFP	
4	RFP	26	4.3	(III) Out of the above projects, preferably atleast one project, the Bidder should have provided end-to-end (Civil, MEP, Interior fit-outs) CMC services for Multi-storied building projects which are PEB structure/Composite structure/PT structure which are IGBC Platinum certified projects (Built-up area should be in the range of minimum 1,00,000 SFT to 5,00,000 SFT)	CMC of Platinum certified project as these certifications are related more to the design aspect than the construction management.		
5	RFP	38	6.17	The Bidder's liability in case of claims against NPCI resulting from willful and gros misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or othe Intellectual Property Rights or breach of confidentiality obligations shall be <b>unlimited</b> .	as per prevalent industry practices for Project management services.	-	
6	RFP	25	4.1	2. The bidder should have reported minimum annual turnover of INR 75 Crores as pe audited financial statements in each of the last three financial years (i.e., 2020-2021 2021-2022 & 2022-2023)			
7	RFP	16	3.2.4	b) Review & Approve all package advance copies of tender drawings/good for construction (GFC) drawings/shop drawings/As-built drawings submitted by design consultants. contractors to the satisfaction of NPCI along with list of particular drawings and to ensure that extra items are minimized,	We understand that approval does not imply design responsibility on CMC and it will be the sole responsibility of design consultant and contractor. Request		
8	RFP	9	17	Performance Bank Guarantee (PBG) The successful bidder shall submit the PBG at 10% of the PO value with NPCI till the project completion period 24 months & claim period 12 months (total 36 Months) (Performance Bank Guarantee format will be shared with finalized bidder).		No change in RFP	
9	RFP	40	6.22	6.22 Termination of Purchase Order/Contract For Convenience: NPCI, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is fo convenience the extent to which Bidder's performance under the contract is terminate and the date upon which such termination become effective. NPCI shall consider reques of the bidder for pro-rata payment till the date of termination. For Insolvency: NPCI at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be withou compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NPCI. For Non-Performance: NPCI reserves its right to terminate the contract in the event o Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by NPCI).	,	No change in RFP	

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10			NA	Request to cover third party reliance through addition of this this clause	Requesting Authority to include the following third party reliance clause as a part of the agreement. <b>Third party reliance clause</b> "This Agreement shall not create any rights or benefits to parties other than the Client and the Consultant. The Client must not in any way (directly or indirectly) provide, allow or enable the Consultant's documents to be included or refered to in any written material or relied upon by any third party. No party other than the Client shall have the right to rely on the Consultant's documents rendered in connection with the Works. The Client shall indemnify and hold harmless the Consultant in respect of any claim or loss claimed whether in contract, tort or by statute, by any third party in respect of use or reliance on any of the Consultant's documents or opinions. The Consultant shall not, through any act or omission, be taken to have waived any rights under this clause, unless the waiver is specifically agreed in writing."	To be checked by Charles sir
11			NA	Request to cover safety resilience through addition of this this clause	Requesting Authority to include the following safety clause as a part of the agreement. Safety clause "Notwithstanding anything contained in this Agreement, in the event of Consultant's personnel visiting the site to which the Services relate, they shall be regarded for all purposes as being Client's consultants and shall not, under any circumstance, be deemed to have assumed the role of occupier or otherwise to have assumed control of or responsibility for the Site or any persons on it. Client shall maintain a safe workplace and environment at the Site which is as per the applicable laws and a failure to do so shall be regarded as a material breach of the client's obligation under this Agreement."	To be checked by Charles sir
	Section 1 - Bid Schedule and Address	9 of 68	Sec-1 Sl No 17	Performance Bank Guarantee (PBG) The successful bidder shall submit the PBG at 10% of the PO value with NPCI till the project completion period 24 months & claim period 12 months (total 36 Months). (Performance Bank Guarantee format will be shared with finalized bidder).	Noted. However we consider that the format will be as per mutual agreement.	Standard PBG Format shall be shared with the successful bidder
13	3.2.1 General Services	13 of 68	Sec-1 Sl No 17	Post award of contract, if required, the Project manager/Contracts manager/QS-cum- billing engineer/BIM Coordinator has to be visited at NPCI offices multiple times during pre construction stage for handling the scope of preconstruction works. All expenses related to lodging/Boarding, transportation to be borne by CMC:	cost on reimbursable basis at actual. Prior approval will be taken from NPCI before the visit.	
	3.2. Scope of Works	15 of 68	Clause no 3.2.1 General Services Point No ( <i>l</i> )	The decision of NPCI will remain final in all matters relating to the interpretation of architectural design and related architectural details; and CMC shall be bound to execute such decisions to the satisfaction of NPCI.		No change in RFP
15	3.2. Scope of Works	16 of 68	Clause no 3.2.4 Work Management Point No (b)	Review & Approve all package advance copies of tender drawings/good for construction (GFC) drawings/shop drawings/As-built drawings submitted by design consultants/contractors to the satisfaction of NPCI along with list of particular drawings and to ensure that extra items are minimized, if any.	construction (GFC) drawings/shop drawings/As-built drawings submitted by	No change in RFP
16	3.2. Scope of Works	16 of 68	Clause no 3.2.4 Work Management Point No (d)	Review & approve, suppliers and contractor's drawings and documents for works, equipment and services installations, as required.	works, equipment and services installations, as required.	
	3.2. Scope of Works	16 of 68	Clause no 3.2.4 Work Management Point No (e)	Review & approve the plot plan, general arrangement drawings, Isometrics, 3D Models, etc., all of the project.	Models, etc., all of the project.	
	3.2. Scope of Works	16 of 68	Clause no 3.2.4 Work Management Point No (f)	Review & approve material samples, test reports and other certifications and submittals by suppliers and contractors for conformance to drawings and specifications, as required.	submittals by suppliers and contractors for conformance to drawings and specifications, as required.	
	3.2. Scope of Works	16 of 68	Clause no 3.2.4 Work Management Point No (g)	Review & approve the as-built drawings submitted by the Design Consultant and/or contractors as applicable and such CMC approved final drawings shall submit to NPCI along with list of drawings, list of history of revisions & all set of drawings with revision clouds.		No change in RFP

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20	3.2. Scope of Works	16 of 68	Clause no 3.2.4 Work Management Point No (h)	CMC should review & approve the architectural planning & design, engineering design, detailed engineering, costing for safe and cost effective optimum design with proper adequacy checks, constructability study and adherence to standards such as NBC, AWS, etc., and assist NPIC for compliance to green building design & construction for achieving superior green ratings for the project.	design, detailed engineering, costing for safe and cost effective optimum design with proper adequacy checks, constructability study and adherence to	
21	3.2. Scope of Works	17 of 68	Clause No 3.2.5- Measurements & Bill Checking: Point No. (f)	Prepare reconciliation statement of various materials received and consumed at work such as steel, cement etc. consumed and brought to site as per terms of the contract agreement between NPCI & contractors.	Prepare Review and certify reconciliation statement of various materials	No change in RFP
22	3.2. Scope of Works	17 of 68	Clause No 3.2.6 Quality Assurance/Quality Control: Point b	CMC shall review & approve the design mix reports, technical specifications, technical data sheets, samples, various materials & equipment, etc., all. Post CMC's approval, when & wherever required shall assist NPCI in explicating in general terms for obtaining client approval for the same.	technical specifications, technical data sheets, samples, various materials &	-
23	3.2. Scope of Works	18 of 68	Clause No 3.2.6 Quality Assurance/Quality Control: Point d	CMC shall witness & approve the test result reports for all types of multiple tests like Radiography, DP test, concrete cube test, smoke test, fog test, façade wind force test, static & dynamic load test, etc., all tests in all trades.		
24	3.2. Scope of Works	18 of 68	Clause No 3.2.6 Quality Assurance/Quality Control: Point e	CMC shall review and approve the test results/certificates and wherever tests indicate lack of conformance, it shall initiate action to secure conformance including additional tests as considered necessary to establish quality of the work desired.		
25	3.2. Scope of Works	18 of 68	Clause No. 3.2.7 Health, Safety Environment & Fire Requirements: Point b	CMC shall also take due precautions to ensure all necessary compliances for Environmental and Health & Safety requirements at site as well as at Contractors labour camps if any in the Campus. CMC shall maintain all Labour and Labour Payment records as per the Labour laws.	Environmental and Health & Safety requirements at site as well as at	No change in RFP
26	3.2. Scope of Works	18 of 68	Clause No. 3.2.7 Health, Safety Environment & Fire Requirements: Point c	CMC shall ensure the highest standards of safety, security and health for all workers of all contractors and other agencies and all other persons entering the site in conformance with legal provisions, codes, standards and good practices. CMC shall also conduct training / orientation and briefing of all workers and visitors in this regard.	security and health for all workers of all contractors and other agencies and all	
27	3.2. Scope of Works	18 of 68	Clause No. 3.2.11 Project Completion: Point a	CMC shall verify & approve the physical construction and installation of the various facilities and systems of the project towards or after completion in coordination with the design consultants and NPCI.	CMC shall verify & approve the physical construction and installation of the	No change in RFP
28	3.2. Scope of Works	19 of 68	Clause No. 3.2.11 Project Completion: point C	CMC shall review, approve & recommend for NPCI's acceptance of facilities or systems from the contractors for operation and use after arranging for sufficient training to the end users /operators at NPCI's facility or system as per the respective contracts.		
29	3.2. Scope of Works	21 of 68	3.2.12 STAGE WISE SCOPE OF WORK 3.2.12.1 Pre- Construction Stage: Point r	Project External Relations: Advice on and if required establish procedure for external relations with the public, trade unions, adjoining property owners and all other interested parties.		
30	3.2. Scope of Works	21 of 68	3.2.12 STAGE WISE SCOPE OF WORK 3.2.12.1 Pre- Construction Stage: Point aa	Review & approve of Shop drawings or Vendor drawings or Fabrication drawings prepared by Structural/civil/architectural/ Contractor is considered in CMC's scope of works.	Review & approve co-ordinate for approval of Shop drawings or Vendor drawings or Fabrication drawings prepared by Structural/civil/architectural/ Contractor is considered in CMC's scope of works.	No change in RFP
31	3.2. Scope of Works	22 of 68	3.2.12.2 Bid and Award Stage: Point f	Assist and if required represent NPCI during discussion with municipal authorities and in getting approvals from the authorities that have jurisdiction over the project.	CBRE will provide Technical Support to Client/Client appointed Liaoning Consultant. Representing Client to any Government and statutory authorities and getting statutory approvals may please be excluded from the scope	
32	3.2. Scope of Works	23 of 68	3.2.12.3 Construction Stage: Point aa	FAT and SAT: CMC shall help NPCI to organize the factory and site acceptance test before delivery or handover of equipment's / system to NPCI at his own costs of travelling, lodging, boarding, etc., all.	For any outstation visit other than Hyderabad, request Client to consider the cost on reimbursable basis at actual. Prior approval will be taken from NPCI before the visit.	No change. CMC to cover all the costs
33	Section 6 - Terms and Conditions	36 of 68	Clause 6.9 Facilities to CMC staff	Laptops, Desktops, Multifunction Printer and internet connectivity shall be borne by CMC.	CBRE will provide Laptops for the Key resources. Request NPCI to provide 3 Desktops, Multifunction Printer and internet connectivity for all the resources.	No change in RFP
34	Section 6 - Terms and Conditions	36 of 68	Clause NO. 6.10 Working Hours	The working hours of bidder's personnel shall be minimum 9 hours including lunch break. The Engineers shall work for all days of the month.	The working hours of CMC's personnel shall be minimum 9 hours including lunch break. The Engineers shall work for 6 days in the week.	No change in RFP

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35	Section 6 - Terms and Conditions	36 of 68	Clause No 6.12 Penalty for default in delivery	In case during the progress of works, engineers remain absent for more than 15 consecutive days at site and bidder is unable to provide equivalent engineer as per contract or is on planned leave authorized by NPCI in writing, NPCI shall impose penalty on bidder which shall be equivalent to the value as per formula = 1.25 x (A/B) x C	We request you to consider 30 days in place of 15 days	No change in RFP	
36	Section 6 - Terms and Conditions	37 of 68	6.13 Price Escalation	Price shall remain fixed for a period of 24 Months from the date of Notification of award / 1st Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.	We request you to consider 10% escalation post completion of Contract period	No change in RFP	
37	Section 6 - Terms and Conditions	37 of 68	Clause No. 6.14 Payment Terms	Payment milestone Total Fees payable(Rs.)- Hyderabad Part 1 On successful completion of agreed stage wise milestone (As decided at later stage). 40% of NPCI certified value (Subject to further break up based on stage wise milestone) Part 2 On successful Deployment of quality and certified resources as per actuals on monthly basis 60% of NPCI certified value (Subject to actual deployment in that particular month)	We request you to consider following payment terms: Part 1 On successful completion of agreed stage wise milestone (As decided at later stage). 10% of NPCI certified value (Subject to further break up based on stage wise milestone) Part 2 On successful Deployment of quality and certified resources as per actuals on monthly basis 90% of NPCI certified value (Subject to actual deployment in that particular month)	No change in RFP	
38	Section 6 - Terms and Conditions	41 of 68	Clause No. 6.25 Resolution of Disputes	All disputes or differences between NPCI and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.	Kindly consider Court of jurisdiction at Hyderabad	No change in RFP	
39	Annexure B	47 of 68	Annexure B - Bid Offer Form (without Price)	If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order.	We request to consider 30 days time for resource deployment post acceptance/confirmation of the order	Key resources shall be deployed as per RFP	
40	NON- DISCLOSURE AGREEMENT	67 of 68	ARTICE 12: TERM	This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of five (2) years after the termination of this Agreement.		This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of Two (2) years after the termination of this Agreement.	
41		Page 3 of 68	Pt. 2 - DD / Online Transfer / BG	Request to waiveoff		No change in RFP	
42		Page 9 of 68	Pt. 14 - Schedule time of completion	Please mention the upper time limit. We considered only 24 months deployment.	24 months	No change in RFP	
43		Page 10 of 68	Pt. 2.2 - Forming JV	for engineering reivew, we may have to appoint the design experts.		No change in RFP	
44			3.2 scope of works for IGBC	Please clarify that who will appoint the IGBC consultant		CMC shall be responsible for supporting IGBC consultant in providing requisite technical docs, calculations, etc., all required for obtaining Platinum Certification	
45		Page 13 of 68	Point g - Travel related	Our consideration of travel limited to Hyd only.		No change in RFP	
46		Page 15 of 68	Point 3.2.2 a. viii - BoQ	BOQ shall be vetted by CMC. BOM will be prepared for the countable items only.		No change in RFP	
47		Page 16 of 68	Clause 3.2.4 b	In compliance to approved DBR / Technical specification		No change in RFP	
48		Page 17 of 68	Clause 3.2.4 L	sufficient shutdown time to be provided.		No change in RFP	
49		Page 17 of 68	Clause 3.2.6	CMC will coordinate from design consultantas and approvals		No change in RFP	
50		Page 18 of 68	Clause 3.2.6 of i	NABL shall be in the scope of contractor.		No change in RFP	

	REPLIES TO PRE-BID QUERIES - RFP							
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51		Page 18 of 68	Clause 3.2.8 of h	CMC will assist and advise to NPCI		No change in RFP		
52		Page 21 of 68	Clause 3.2.12 of y	Only peer reivew considered.		No change in RFP		
53			Point g - Project xternal relation	Will advise only		No change in RFP		
54		Dago 0 of		Request to waive off the PBG		No change in RFP		
55	General	NA	NA	NA	Is the following location a SEZ zone.	No		
56	General	9	15	Site Visit	Request for scehduled time for site visit.	All working days form Monday to Friday with prior- information		
57	General	NA	NA	Design Status	Request you to kindly confirm on the current design status.	Conceptual stage		
				Scope of Work	Does NPCI intent to hire a External consultant to achieve IGBC Platinum rating.	CMC shall be responsible for supporting IGBC		
58	RFP	12	3.2			consultant in providing requisite technical docs,		
70	NI F	12	3.2			calculations, etc., all required for obtaining Platinum		
						Certification		
59	RFP	16	3.2	Scope of Work	JLL Shall review the drawings and documents and further provide	No change in RFP		
					recommendation to Suppliers, Contractots and client.			
60	General	NA	NA	NA	Kindly confirm on the status of Design Finalization.	Conceptual stage		
61	General	NA	NA	NA	Hindrance Free access to Site.	Please do site visit		
62	RFP	22	3.2.12.3 (f)	Construction Stage	JLL Shall not be responsible for approvals/permits from Government Authority, Statutory agencies etc.	No change in RFP		
(3)				As Built	Does Client intent to implement BIM for the project design development and	Yes		
63	RFP	23	3.2.12.4 (d)		final As Built.			
64	General	NA	NA	NA	What is the procurement Startegy considered for procurement for various trades.	Will be discussed with successful bidder		
				NA	Kindly confirm on the type of structure planed for the new facility,	Will be discussed with successful bidder		
65	General	NA	NA		Conventional with PT/ Composit Structure.			
66	General	NA	NA	NA	Kinldy confirm if site clearance is to be conducted for Excavation	Please do site visit		
				Penalty for default in Delivery	Request for removal of the following clause. JLL shall provide a detailed BCP			
67	RFP	36	6.12		for replacement of resources.	ž		
68	RFP	NA	NA	Agreement Template	Request you to kindly share the draft agreement for further review.	Same shall be shared with successful bidder		