

RFP Reference No: NPCI/2023-24/DC/028 dated 11.10.2023 National Payments Corporation of India Unit no. 202, 2nd floor, Raheja Titanium, CTS No. 201, Western Express Highway, Goregaon East, Mumbai 400 063

Website: www.npci.org.in

Email- itprocurement@npci.org.in

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

Checklist

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

- 1. Demand Draft / Online transfer of INR 17,700/- (Rupees Seventeen Thousand Seven Hundred Only <u>inclusive</u> of GST@18%) towards cost of Bid document in Envelope 'A'
- 2. Demand Draft / Online transfer / Bank Guarantee of INR 5,00,000/- (Rupee Five Lakh only) towards Bid Security in Envelope 'A'- Earnest Money Deposit (EMD)
- 3. The bidders shall pay the aforementioned Bid cost & EMD through the below mentioned modes and the remittance proof (Remittance proof in favor of "National Payments Corporation of India" payable at Mumbai" amounting to INR 17,700/- (INR 15,000/- plus GST @18 %) towards bid purchase cost and INR 5,00,000/- towards Bid Security respectively) shall be submitted to NPCI for the same, failing which the bid is liable to be rejected.
 - 3.1. Demand draft in favour of "National Payments Corporation of India" payable at Mumbai.
 - 3.2. The Online transfer can be done to designated NPCI bank account as detailed below:

3.2.1. Account Name: National Payments Corporation of India

3.2.2. Bank Name: ICICI Bank

3.2.3. Account No: 039305002962

3.2.4. IFSC Code: ICIC0000393

- 3.3. Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in Annexure A2.
- 4. Technical and Commercial Bids are prepared in accordance with the RFP document.
- 5. Envelope 'A'- Eligibility & Technical Bid as mentioned in Annexures under Section 9.
- 6. Envelope 'B'- Commercial Bid with break up detailed as mentioned in Annexures under Section 10.
- 7. All the pages of Eligibility Bid, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
- 8. RFP document to be duly sealed and signed by the authorized signatory on each page shall be enclosed in Envelope 'A'.
- 9. Prices are quoted in Indian Rupees (INR).
- 10. Non-Disclosure Agreement (NDA) enclosed in Annexure N, should be duly filled and signed in a Rs.600/- Stamp paper by successful bidder. To be enclosed in Envelope 'A'.
- 11. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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Abbreviations and Acronyms

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

INR Indian Rupee
BG Bank Guarantee

IOB Innovation Office Building

CMC Engineering Review, Procurement & Construction Management Consultant

EMD Earnest Money Deposit

NPCI National Payments Corporation of India

RFP Request for Proposal

PBG Performance Bank Guarantee
NOC No Objection Certificate
OC Occupancy Certificate

SOW Scope of Work

SLA Service Level Agreement

OLA Operational Level Agreement

PMP Project Management Professional

NEBOSH National Examination Board in Occupational safety and health

NICMAR National Institute of Construction Management and Research

BIM Building Information Modelling

PDM Price Discovery Method/Mechanism

BOQ Bill of Quantities

KL Kilo Litre

SFT Square Feet

Sq. Mt. Square Meter

EB Electricity Board

IGBC Indian Green Building Council

LOD Level of Development HOTO Hand Over Take Over

BUA Built Up Area

NBC National Building Codes

AWS American Welding Standards

RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad Section 1 - Bid Schedule and Address

Sr. No.	Title	Brief Description
1	Name of the Project	RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad
2	Tender Reference Number	NPCI/2023-24/DC/028 dated 11.10.2023
3	Date of Commencement	12.10.2023
4	Last date of receiving Pre-bid clarifications in writing from bidders	18 th October 2023, 1500 Hrs. Note: Any and all Pre-Bid queries shall be sent to charles.d@npci.org.in
5	Date and Time for Pre-bid Meeting	19 th October 2023, 1500 Hrs.
6	Last date and time for Bid Submission	26 th October 2023, 1800 Hrs. Hard copy of the Bid shall be submitted at Place of Bid Submission Address and Electronic bid (Soft copy) response submission should be made to the email address charles.d@npci.org.in Commercial bid should be password protected. The password to Commercial bid needs to be shared only upon request after successful technical qualification.
7	Address for Communication, Project location and Place of Bid Submission	National Payments Corporation of India, Survey no. 205/1 (P) & 205/5 (P), Narsingi Village, Gandipet Mandal, Rangareddy District, Hyderabad - 500075, Telangana.
8	Date and Time of Eligibility & Technical Bid Opening (Envelope 'A')	27 th October 2023, 1100 Hrs.
9	Bid Related Queries	For Technical Queries - please write to: Email id: pankaj.kasturay@npci.org.in Pankaj Kasturay Contact: +91 99082 72447 Email id: sai.manikanta@npci.org.in V. Sai Manikanta Contact: +91 94909 21343 For Commercial queries - please write to: Email id: charles.d@npci.org.in D J Charles Contact: +91 98499 90809
10	Bid cost	INR 17,700/- (Rs. 15,000/- plus GST @18 %)
11	Bid Security	INR 5,00,000/- (Rupees Five Lakh Only)
12	Bid Evaluation Methodology	The following Two stage evaluation system will be followed in bid evaluation: Stage 1: Eligibility & Technical Bid Stage 2: Commercial Bid

Sr. No.	Title	Brief Description				
		bidde II. The I	ers.	separately for the technically qualified n will be declared as the final bidder		
13	Right to cancel the RFP	all or any b also reserv	NPCI does not bind itself to accept the lowest bid and reserves the right to reject all or any bid 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-issuance.			
14	Scheduled time of Completion		or till successful completion of Purchase Order or LOI.	HOTO, whichever is later from the Date		
15	Site Visit	Bidders sha	all be deemed to have visited t	he site before submission of bid.		
	Schedule of Payment Payment against Running Account Bills & Final Bill: Payment shall be made in 2 parts as tabulated in below & further explicit SECTION 6.14 Payment Terms considering the prices quoted for each activity Annexure M - Commercial Bid: BOQ - Bill of Quantities. Parts Payment milestone Total Fees payable(Rs.)- Hyderab					
16		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)		
		Payment shall be released within 30(Thirty) working days, subject to submission of correct Invoice along with necessary supporting documents duly signed by NPCI officials and Auditor.				
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).				

Note:

1. NPCI reserves all rights to withdraw any part of the scope during this bid process and is advised bidders to provide their commercials discretely to the category of scope mentioned in Section 3.

2.1 2.1 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 six core values: Passion for Excellence, Collaboration, Customer Centricity, Agility, Security and Innovation.

2.2 2.2 Objective of this RFP:

National Payments Corporation of India proposes to appoint ENGINEERING REVIEW, PROCUREMENT & CONSTRUCTION MANAGEMENT CONSULTANT (CMC) for end-to-end construction management consultancy services for construction of Innovation Office Building and its allied structures on land measuring 1.074 acres (BUA of 3.0 Lakh SFT with +/- 25% variance) in the existing premises of the 3.55 acres of total land at Narsingi Village, Hyderabad.

The Successful bidder will be responsible for providing end to end engineering review, procurement, construction management & construction supervision (including but not limited to) all civil structures, interiors, external development, Façade, MEP services and all allied activities including preparation of Design & Build/Turnkey/EPC tender document, bid process management, assist NPCI in selection of General Construction Contractor right from inception till commissioning including project documentations, for the development of IOB at Hyderabad.

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

2.3 2.3 Cost of the RFP

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

2.4 2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of NPCI on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned during/after the final declaration of the successful Bidder. The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

2.5 2.5 Ownership of this RFP

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

3.1 Infrastructural Brief

Currently in the existing premises of Smart Data Centre (SDC) G+3 Floors building and the ancillary structures/utilities are located in the Ground which was occupied 65% of the premises in total (appx. 3.55 Acres). The proposed Innovation Office Building (IOB) Project is to be constructed at the extreme south side of the premises, for which the subjected RFP is being published to identify the prospective bidder as CMC.

Plot Size	3.55 acres (1,54,635.84 SFT)
Plot Coverage including Accessory use area	41,203.41 SFT
EXISTING SMART DATA CE	ENTER BUILDING DETAILS
Existing Data Center (DC) building Built up Area	1,36,063 SFT
No of floors	G+3
Floor Plate	Appx. 30,000 SFT
Total Height of the Building	26.725 meters
PROPOSED INNOVATION C	DFFICE BUILDING DETAILS
Floor Plate	Appx. 12,500 - 15,500 SFT
Total Built up Area	Appx. 3.0 Lac SFT (+/- 25% variance)
Parking area	3 Basements & 1 Stilt
Basement Floor Coverage	Appx. 27,500 SFT
Height of the Building & No. of Floors	Appx. 56.5 Mtrs. &
Theight of the building a no. of 1 tools	3 Basements + Stilt + 15 Upper floors
IGBC Rating	Platinum Rating

The brief spatial distribution along horizontal & vertical wise is as below:

Sr. No	Level	PROPOSED SPATIAL DISTRIBUTION DETAILS	AREA for 3 Cellars + Stilt+ 15 Upper floors In SFT
1	Cellar - 3	Parking, Generators - 500kva x 2Nos, Chiller room, STP, WTP, E-waste room, fire pumps, store rooms, Exhausts	26,874.91
2	Cellar - 2	Multi-wheeler Parking - stacked	26,876.52
3	Cellar - 1	Multi-wheeler Parking - stacked	26,873.29
4	Stilt Floor	Grand Entry Reception, meeting/discussion/Interview rooms, security control room, medical dispensary, wellness room, courier room, waiting lounge, stock room	-
5	1st Floor	Cafeteria, Games zone	12,714.22
6	2 nd Floor	Gym, steam bath/sauna, Digi library, experience centre, Innovation hub, store rooms,	15,588.42
7	3 rd Floor	Office space	15,589.93

Sr. No	Level	PROPOSED SPATIAL DISTRIBUTION DETAILS	AREA for 3 Cellars + Stilt+ 15 Upper floors In SFT
8	4 th Floor	Office space	15,581.97
9	5 th Floor	Office space	15,581.97
10	6 th Floor	Office space	15,588.32
11	7 th Floor	Office space	15,581.97
12	8 th Floor	Office space	15,581.97
13	9 th Floor	Office space	15,581.97
14	10 th Floor	Office space	15,581.97
15	11 th Floor	Office space	15,588.32
16	12 th Floor	Office space	15,581.97
17	13 th Floor	Board room, chairman & CEO cabins, VVIPs lounge, Guest rooms, discussion rooms, party lounge,	15,588.21
18	14 th Floor	Auditorium	15,588.21
19	15 th Floor	Swimming pool & Auditorium	15,588.21
20	Terrace Floor	Swimming pool, netted multi-sports zone	849.39
		TOTAL	3,12,381.72

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

3.2 Scope of work

The scope of services of CMC shall include all engineering review, procurement & project management functions that need to be performed for construction of IOB till commissioning & HOTO stage. It shall include but not be limited to the services as listed hereunder including all its sub paras.

End to End construction management consultancy services at all stages of the project, pre-construction, construction and post-construction for developing an IGBC-LEED Platinum rated certification meeting all local, National and International codes/norms, guidelines with utmost priority for safety and security.

3.2.1 General Services

- a) The ENGINEERING REVIEW, PROCUREMENT & CONSTRUCTION MANAGEMENT CONSULTANT (CMC), acting as project manager for and on behalf of NPCI, will monitor, coordinate, manage, evaluate, review, recommend, approval and administer all project management & control processes and activities in accordance with project requirements, drawings, designs, design reports & calculations, Specifications, Schedules, Budget, Quality and Health, Safety, Environment & Fire (HSEF) parameters. CMC shall ensure that all necessary documentation is prepared, collected, checked, suitably communicated, filed and submitted to NPCI for records in line with the Audit Compliance & Clearance.
- b) CMC shall act as Engineer In Charge of all project works and supervise all the works, check and certify all measurements and bills and recommend for their payment. CMC shall keep NPCI informed through a well-designed Management Information System (MIS) on the physical & financial progress of the Project at regular intervals or as directed by NPCI in a form of visual dashboards, presentations, etc. CMC shall use competent software for their functions.
- c) CMC shall ensure that all project activities comply with the latest applicable IS codes and other relevant statutes.
- d) To ensure implementation of all project processes, CMC shall liaise with and provide all requisite information, support and assistance to NPCI, all appointed consultants including their sub- consultants,

and all other individuals, agencies and organizations as may be deemed fit by NPCI during the entire period of contract. CMC partner should ensure NPCI's project team approvals in all phases of the project to provide any information to any of the vendors.

- e) CMC shall be duty-bound to act on the directions of NPCI in all project matters and shall perform, or cause to be performed all the identified initiatives and milestones strictly in accordance with such directions. Also, NPCI will in no manner whatsoever be bound to act on the advice of CMC in any matter related to the project.
- f) All staff appointed and/or stationed at the said office shall need to be to the acceptance of and with the approval of NPCI.
- g) CMC shall deploy, for the entire period of contract, the following competent, qualified and experienced technical staff with relevant field experience on similar projects.

The CMC will have to submit at least three (3) CV's/ Resume of all key personnel to be deployed. The selection of key personnel will be interviewed by NPCI management. 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:

- a) Project Manager: B.E/B. Tech. Civil with minimum 15 years of relevant experience in handling any of the large scale IT Park/ITES building, Office building construction projects, the project value being over Rs 150 Cr for each of the above projects. Preference shall be given to candidates who have handled multi-storied building projects of PEB structure/composite structures/PT structures. He needs to well conversant with CVC (Central Vigilance Commission) and CAG (Comptroller and Auditor General of India CAG) guidelines related to documentation, procurement etc., He will be Overall In charge reporting to NPCI, Coordination with NPCI Architects-Consultant-Contractors-Planning for timely completion, Monitoring Progress-Safety measures-Labour enforcement- Taking prior written approval of NPCI for quantity of variation/Deviation, Extra items-Cost Control, Testing & Commission and handing over Conducting daily/weekly/monthly Progress review meeting, MIS reports/dashboards/PPTs for NPCI senior management. Overall project management. NICMAR graduation & knowledge on BIM environment is preferred.
- b) Contracts Manager: B.E/B.Tech. Civil with minimum 10 years of relevant experience (multi-storied building projects of PEB structure/composite structures/PT structures experience preferred). Shall assist client and Project Manager in Bid management, preparation of Turnkey tender, compiling tender packages, vendor evaluation, manage instruments for tender process like EMD, security deposits, bank guarantee, etc. and issuing letter of award. Needs to well conversant with CVC (Central Vigilance Commission) and CAG (Comptroller and Auditor General of India CAG) guidelines, correspondences maintenance, drafting contractual letters to different vendors, work completion certificate preparation, preparation of claims/variation statements. Sound knowledge in contracts & it's management. NICMAR graduation is preferred
- c) Quantity Surveyor-cum-Planning & Billing Engineer: B.E/B.Tech Civil Engineer (NICMAR graduation is preferred) with minimum 8 years of experience (multi-storied building projects of PEB structure/composite structures/PT structures experience preferred) in Quantity survey and billing.
 - i. Preparing detailed measurement of work done for payment of Running/Final Bills.
 - ii. Preparation of RA bills of the work-checking-certification for payment in time.
 - iii. Preparation of Rate analysis, Extra items/deviation items
 - iv. Monthly checking of Items of BOQ and reporting in advance for likely exceeding BOQ quantities
 - v. Submission of Reports & Returns as specified in the contract
 - vi. Maintaining all Files & Registers stipulated for inspection & updating
 - vii. Testing of materials as per specifications & Reporting to NPCI or as per site requirement
 - viii. All correspondences related works

- d) Senior Civil Engineer: B.E/B.Tech Civil with minimum 10 years of experience in AEC (Architecture, Engineering & Construction) industry including Interior fit-outs (multi-storied building projects of PEB structure/composite structures/PT structures experience preferred). Shall assist Project Manager and will be responsible for day to day site management, procurement scheduling, reporting, project documentation, progress and quality monitoring. Engineers should have skill set of drafting the drawings & basic structural knowledge. Should be well conversant with latest drawing drafting tools/ software & IS codes related to the industry. Good knowledge in IGBC/LEED guidelines & their implementation with accredited professional will be preferred.
- e) Senior Mechanical Engineer: B.E/B.Tech Mechanical with minimum 8 years of experience in HVAC, Firefighting and suppression, Water supply and allied mechanical works. Experience in Chillers, central air-conditioning (high & low side) with all leading & new technology OEMs. Experience in DC fit outs, Fire hydrant systems, Gas suppression systems, STP, Waste Management system, RO system, elevators & escalators, solar PV system, HSD systems, TFA, FA systems, smoke extraction systems. Good knowledge in CAD, ProE, NBC, NFPA, IGBC, ECBC guidelines.
- f) Senior Electrical Engineer: B.E/B.Tech Electrical with minimum 10 years of experience in building of Tier-III/Tier-IV Data Centers. Should have experience in Installation & Commissioning of HT/LT panels, setting up of GIS substations, Transformers, DRUPS, DG Sets, Chillers, PAHU, TFA, FA units, IBMS, UPS, SMPS, Battery banks, Bus ducting, and allied electrical activities. Should have knowledge in PLC systems, control diagrams, SCADA, Fire & Safety systems, elevators & escalators, solar PV system, HSD systems, smoke extraction systems, DCIM etc. Good knowledge in IE standards, CAD, ProE, NBC, NFPA, IGBC, ECBC guidelines. Preference will be given for those who possess global certifications & electrical license.
- g) QA/QC Engineers: B.E / Diploma with Minimum 10 Years of Experience in site management and supervision. Junior engineers should have skill set of drafting the drawings. Should be well conversant with latest drawing drafting tools/ software. Maintenance of Request for Inspection for the executable works, Material Inspection requests for the delivered material, review & approval of technical specifications, technical data sheets, manufacturer test certificates, laboratory test reports, referring to 3rd party laboratory test report if any non-compliance found in the submitted test reports, well versed with all calibration metrics of all testing laboratory equipments, knowledge on laboratory accreditations, well knowledge in relevant IS standards while providing approval for such particular material or workmanship or process,
- h) HSEF Engineer/Supervisor: Minimum 5 Years of Experience in Project HSEF management. Preferable Diploma in HSEM/HSEF from NICMAR for engineer position. Strictly implementation of all standard safety regulations, conducting awareness programs, motivation speeches in safety aspects for workmen, conducting events & competitions for enhancing safety precautions & it's importance, conducting regular labour hutment audits & surprise Inspections for ensuring the maintenance of hygiene, verification of all statutory policies & their regulations in terms of labour law & implementation of same if not, maintenance of incident reports, records, work permits in different environmental conditions (deep, hot, cold, flammable, etc.,), Implementation of strict safety policies & procedures for securing 100% risk free project by project completion date.
- i) Construction Supervisor: Minimum 7 years of experience in civil construction and interiors
- j) Electrical Supervisor: Minimum 7 years of experience in Electrical works, telecommunication works.
- k) BIM Coordinator: Should have a minimum 7 years of experience in civil construction. Should act as documentation controller & responsible for keeping all the documents (email approvals/MOM/drawings/revision history of drawings/Highly important email communications of all the stakeholders/TDS/MTCs/RFI/IR/MIR, etc. all) in well-organized manner & maintenance of central document repository system. Also Should have handled documentation of large scale construction projects following various CVC, CAG and other government norms. He should be well conversant in English

noting & typing skills for recording minutes of meeting with various stakeholders. BIM Knowledge & experience is mandatory with valid certificate from reputed institution/University against BIM course. BIM Coordinator's first priority will be maintaining the project's BIM execution plan, ensure that the BIM execution plan is kept up-to-date throughout the course of the project, as changes are bound to happen, need to monitor adherence to the BIM execution plan & ensure that everyone is working efficiently and responsible for implementation of BIM through all the stake-holders without fail throughout the project lifecycle from LOD100 to LOD500 stage, He should be BIM EPIC (Educator, Planner, Innovator & Coordinator). Review 3D Models from consultants/contractors and all stake holders, Conduct clash detection and visual walkthroughs using NavisWorks Manage, Audit and review models in Autodesk Revit, hold weekly coordination meetings with project team members, Early design review and constructability analysis, Manage / Update BIM Project Documents, 3D Model Quantity Extraction / Verification, 4D Scheduling / Simulation using Autodesk NavisWorks, collate data for client/senior management review, take initiative in identifying improvements while drafting bids for contractors & project delivery.

- h) The status/designation/qualifications of the representative(s) of CMC who will be allowed to deal/interact with NPCI and/or its representatives, The Design Consultant/ Turnkey Bidder, other consultants and designated committees/groups etc. shall be the matter of discretion of NPCI; and the decision of NPCI in this regard shall be final and binding on CMC.
- i) CMC shall respond to the queries raised by NPCI within a maximum of 7 days and as soon as possible considering the nature of query and its impact on the project.
- j) CMC shall comply with CVC (Central Vigilance Commission) and CAG (Comptroller and Auditor General of India CAG) guidelines at all stages of the project.
- k) CMC shall be required to work in close coordination, provide requisite information, and be available for meetings with the Design Consultant/ Turnkey Bidder and other persons/ organizations associated with the construction, in all such matters as directed by NPCI.
- 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.
- m) The ownership of all the schemes, proposals, documents, drawings, reports, data and communications that shall be generated, processed and/or disseminated by CMC, including their formats of collection, analysis, processing, documentation, and reporting in fulfilment of the scope of services as CMC, shall rest with NPCI and no claim whatsoever shall be admissible on NPCI in respect of any proprietary rights or copyrights of the same on the part of CMC.
- n) CMC shall create comparison documents for available options with recommendation to assist NPCI to select the final options

3.2.2 Procurement Services:

Aid, recommend and assist NPCI, as and when directed, in selection and appointment of consultants, contractors and suppliers. Which shall include the following activities. CMC shall also comply with CVC and CAG guideline for procurement wherever applicable.

- a) Preparation of tender document (RFP/RFQ), including preparation of cost estimates of Turnkey tender/various packages, assist in cost optimization, finalization of the following in discussion with NPCI
- i. Pre-qualification criteria
- ii. Bid Data Sheets
- iii. Instruction to Bidders including Techno Commercial evaluation parameters if any
- iv. Earnest money deposit requirement
- v. Performance Bank Guarantee
- vi. Draft Contract Terms and Conditions (General & Special Conditions of Contract)
- vii. Bid formats
- viii. Preparation of Bill of Quantities & Bill of Materials, Cost Estimations & their measurement sheets
- ix. Detailed Scope of work

- b) Preparation of draft agreement/purchase order/work order, including General Conditions of Contract or/and Special Conditions of Contract. Assist NPCI in bid process management, including
- i. Preparation of notice/ advertisement for bid
- ii. Conducting pre-bid meeting & recording minutes of meeting
- iii. Compilation and drafting response to pre-bid queries
- iv. Suggesting corrigendum to bid documents
- v. Assistance in receiving and opening of technical bids
- vi. Preparation and submission of technical evaluation report
- vii. Compilation of list of bidders for technical presentation
- viii. Compilation of final combined technical and financial scores
- ix. Drafting letter of award
- x. Assist in Contract Signing

3.2.3 Support & Coordination Services: (Facilitation of communications & information exchange)

- a) CMC shall be required to organize, conduct, participate in and minute all meetings regarding the project at any date, time and place as directed by NPCI throughout the project period.
- b) NPCI expects the CMC to conduct routine monitoring and coordination meetings on daily and weekly basis to help all consultants, contractors, vendors and other agencies in the process of demonstration, review, comments and client inputs on the work progress and to ensure monitoring of project implementation. NPCI expects CMC to conduct periodic Management Review meetings at a minimum interval of every two weeks with NPCI to assess the project status and variances and to approve corrective actions.
- c) CMC shall set up and control its own documentation control system for the project which shall be accessible by NPCI at any time & from any location.
- d) NPCI and/or its authorized representatives shall have access to CMC's project database to the extent as and when desired, without fail.
- e) CMC shall, without question or fail, provide knowledge transfer and handover, including transfer and/or cessation and/or conveyance of physical possession and/or custody wherever applicable, of all material or de-materialized project constituents, to NPCI and/or other agencies appointed by NPCI, as and when desired by NPCI.

3.2.4 Work Management: (Field Engineering, Supervision & Design Review & Approvals)

- a) Regularly interact with the project architect, liaison consultant, Design Consultants, Contractors and NPCI to resolve all issues related to project execution before the construction and during the construction till completion & hand-over of the works.
- 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.
- c) Providing clarifications and/or resolution of conflicts pertaining to the contract drawings, specifications, engineering problems, etc.,
- d) Review & approve, suppliers and contractor's drawings and documents for works, equipment and services installations, as required.
- e) Review & approve the plot plan, general arrangement drawings, Isometrics, 3D Models, etc., all of the project.
- f) Review & approve material samples, test reports and other certifications and submittals by suppliers and contractors for conformance to drawings and specifications, as required.
- 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.
- 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.

- i) Maintain primary survey records securely and control records of surveys performed by others.
- j) CMC shall do the identification of Lay-down areas, identification of areas for plant & machinery required for the project.
- k) CMC shall approve the accuracy of the layout demarcation as executed, in accordance with the approved drawings.
- l) CMC should take outmost care while Integration of PHE, Sewage, Electrical system, Fire alarm, Networking, Firefighting system, etc., all with the Existing system flawlessly.
- m) CMC shall insist contractor/consultants for implementation of Mechanized/latest/contemporary construction activities, modular concepts, prefab & precast methods shall be adopted for earlier completion and superior quality.
- n) In case of any disparities, CMC shall bring the same to the notice of NPCI and the Design Consultant/Turnkey Bidder. CMC shall coordinate & conclude the inclusion of the necessary design and/or layout modifications including services etc. on design drawings as per site requirements. CMC shall seek NPCI's approval for any such changes before implementation at site.

3.2.5 Measurements & Bill Checking:

- a) Recording of measurements (as per laid down procedures / standards / practices) for all items of work done including extra and declared sub items & maintenance of measurement books for all packages.
- b) Checking and certification of all contractors' bills complying with respective PO specifications, drawings, terms & conditions and forwarding it to NPCI for payment within the agreed timelines as specified in the tender/contract documents. CMC should also recommend all statutory deductions as per prevalent law.
- c) Checking and certification of the bills of consultants appointed for the project as and when desired by NPCI.
- d) CMC to coordinate with NPCI while verifying bills, invoices and payments.
- e) Check and solicit rate analysis for extra items of work along with comparative quotations form minimum 3 vendors for the rates considered and forward the same for approval by NPCI before execution of the same at site.
- 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.
- g) Check & prepare the quantities exceeding the contract quantity and inform the cost implications to NPCI well in advance.
- h) All Invoices/Bills with all necessary documents pertaining to the project to be presented to the NPCI Auditor & obtain clearance.

3.2.6 Quality Assurance/Quality Control:

- a) CMC shall perform all duties of quality assurance of works and carry out comprehensive technical supervision of the works to ensure conformity with approved designs, specifications for materials and workmanship, adopted QA/QC and HSEF procedures, applicable relevant standards and codes and sound engineering practices.
- b) CMC shall review & approve the design mix reports, technical specifications, technical data sheets, samples, various materials & equipments, etc., all. Post CMC's approval, when & wherever required shall assist NPCI in explicating in general terms for obtaining client approval for the same.
- c) CMC shall ensure conductance of suitable & sufficient tests of materials and equipment as required including random checks for conformance with specific requirements of contract documents, and document results of the tests. Besides, assessment and checking in the laboratory and the scheduling, supervision and approving of field tests carried out by the contractors, CMC may also carry out independent tests as necessary, as and when desired by NPCI, for quality assurance of the works at contractors' own cost. CMC shall maintain complete records of all test results including supplier's material tests.

- 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.
- 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.
- f) CMC shall note deficiencies in the contractor's work, cause corrections to be made, and check the remedial work and facilitate to rectify the deficiencies as per approved methods / BIS/IS provisions. Moreover, CMC will not be discharged of their responsibility till they get the defects rectified.
- g) CMC shall check that various products guarantees are available for sufficient period.
- h) CMC shall conduct monthly Quality Audit in co-ordination with NPCI.
- i) For the purposes of independent testing, wherever required, all material / Equipment shall be sent for testing / calibration to the Labs that are accredited by NABL (National Accreditation Board for Testing & Calibration Laboratories).
- j) CMC required to help establish, at the contractors cost, a testing laboratory at the site of construction work equipped with prescribed machinery, tools, plants and equipment as directed per the tender document.

3.2.7 Health, Safety Environment & Fire Requirements:

- a) CMC shall strictly adhere that while carrying out the works under the assignment the contractors, if any, shall place due importance and regard to the overall aesthetics, ambience, topography and eco-system of the site.
- 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 labor camps if any in the Campus. CMC shall maintain all Labor and Labor Payment records as per the Labor laws.
- 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.

3.2.8 Contract administration:

- a) CMC shall maintain complete records for contracts orders from award to final acceptance, payment, and close-out including:
- b) Contracts and purchase orders along with record of all day to day correspondences and meetings including contractual issues with all the Contractors.
- c) Progress payment records.
- d) Drawing and specification clarifications including all changes, deviations and substitutions, which have been evaluated, estimated, negotiated, and/or accepted.
- e) Maintain the logs for Bank Guarantees, Contracts, Contract Amendments, Change Notices, incoming & outgoing correspondences, workmen compensation policies, PF Challans, Labour license, Health and other Insurance policies, Contract Schedules, Back charges, RFIs, Invoices, etc., for all contractors.
- f) CMC shall prepare monthly progress payment estimates and facilitate and administer systematic and reasonable progress payments.
- g) CMC shall review, appraise and administer claims for items of extra work or change in the terms of the contracts. CMC shall negotiate with contractors to resolve claims, including documentation of the rationale for resolution, and submit relevant justification notes for any eligible claims to NPCI for approval. CMC shall develop change orders/amendments to incorporate the work covered by claims into the appropriate contract or purchase order after NPCI's approval.
- h) CMC to manage and assist NPCI to resolve all the Contractual issues with the Contractors in such a way that there is no cost and time implication to NPCI.

- RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad
- i) CMC shall administer all requests for extension of time from the Contractors. CMC shall negotiate an equitable adjustment in time and submit an approval note to NPCI with detailed schedule analysis, cost impact, if any, for approval.

3.2.9 Project Risk Control:

- a) CMC shall maintain the Risk register and track the risk till mitigation by providing regular updates with client.
- b) CMC shall identify, analyze, evaluate the risk and provide the status to NPCI for mitigation and arrange a report on status.

3.2.10 Project Cost Monitor & Control:

- a) Maintain the hindrances register package/contract wise which shall record any hindrances caused to the progress of the works, duration of such hindrance, date of clearance of such hindrances etc.
- b) CMC shall Prepare the detailed bar-chart micro-schedule & plan (schedule & plan includes for procurement, resource deployment, works, temporary works, logistic, etc.,) for each floor & external premises covering all concerned activities like civil, electrical, HVAC, Interior, ELV etc., to be performed considering overall project schedule & same shall be presented with client for approval on scheduled target dates.
- c) CMC shall inform NPCI about each such potential change in design and construction from the approved drawings, plan of execution, and construction quantities which may have cost or schedule impact, at least two (2) weeks in advance for identification of change with detailed analysis for acceptance and propose a plan to mitigate the same; and for emergency cases, CMC shall identify the change with analysis to NPCI for approval within 2 days. On acceptance by NPCI, CMC shall prepare and submit a deviation report of identified change/ deviation in cost and schedule within 5 days of approval of change. The report shall include but not be limited to the following: Reason for change, cost and schedule impact, cost analysis report, recovery schedule and recommendations to reduce time and cost impact.
- d) Monitor, report and maintain a log of identified and approved changes and submit it to NPCI on regular basis and as and when needed by NPCI

3.2.11 Project Completion:

- 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.
- b) CMC shall ensure for, coordinate and verify the contractors or supplier's corrections, modifications and adjustments, if any, to equipment and systems prior to final acceptance/handing over of each facility or system to the satisfaction of NPCI and/or operating staff.
- 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.
- d) CMC shall establish, effect and monitor a program for identifying and rectifying defects during applicable Defects Liability Period including periodic monitoring and reporting. At the expiry of the defect liability period, CMC shall make a final inspection and list the defects to be rectified prior to issue of completion certificate.
- e) CMC to solicit from the contractors to supply trade files, documents, test certificates, performance warranties/guarantees, spare parts list, maintenance manuals, no claim certificate and transmit the same to NPCI in both hard copy and electronic formats.
- f) CMC to solicit the AS BUILT drawings immediately on completion of each area.
- g) Reviewing, verifying and approving the "as-built" corrections to all plans, drawings and other documents in coordination with design consultants and to the satisfaction of NPCI.
- h) Prepare & submit final project completion report(s), project expenses analysis, estimates and final account of expenditure in the format as desired by NPCI.
- i) Ensuring that the constructed works and sites are cleaned and prepared for occupancy and use.

- RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad
- j) CMC shall Prepare & submit for recommendation to NPCI to issue completion certificates after the contractors have satisfactorily completed all work under the terms of their contracts and for final payment of the contractors after adjusting any liquidated damages and security Deposits.

3.2.12 STAGE WISE SCOPE OF WORK

3.2.12.1 Pre-Construction Stage:

- a) Project Strategy: Prepare an overall strategic master program setting out the management approach for the project with basic project structure, role of project participants and mechanism to plan, execute, monitor and review the project development in accordance with the Client's brief, and overall project duration and major milestones.
- b) Phasing Studies: Analyze the impact on financial, design, procurement, and construction and commission requirement, of various phasing options.
- c) Conceptual Cost Estimate: Based on Preliminary Architectural Design and estimates of the Architect prepare an elemental conceptual cost estimate (Project Cost Model). Prepare Cost estimate of various packages required by NPCI.
- d) Advise on the separation of the project into separate contracts. Advise on the method to be used for selecting contractors and awarding contracts. If separate contracts are to be awarded, advise on the co-ordination of the work and ensure that the total scope of the project has been incorporated into the appropriate contract.
- e) Procurement Strategy: Develop a strategy of how the work will be procured (contract packaging), taking into consideration specific project condition in terms of time, design, local and international resources, long lead deliveries, local requirement, site-wide purchasing opportunities and standard contract document. Make recommendations for pre-qualification criteria for bidders, and develop bidders, interest in the project.
- f) Project Organization: Prepare project organization plans and structure and define responsibility and reporting relationships.
- g) Project Procedure Manual: With the consultants prepare the project procedure manual, to cover project details, reporting, financial matters, meeting, drawings, and circulation of correspondence, bid packages, tenders, payments, defects liability certification and insurance requirements.
- h) Master Planning: Review the project master plan to ensure that all aspects of the development are covered.
- i) Construction Strategy: Develop and monitor an overall construction strategy of the site including phasing and sequencing, logistics, safety plan, security, Industrial relations, quality control, environmental impact plan and handover sequencing.
- j) Master Scheduling: Prepare a master Schedule, which forms part of the trade contractors' tender documents and is updated during the procurement and construction period in accordance with the contractors' schedules.
- k) Design Process Co-ordination: Through regular monitoring and the provision of advice, facilities on-going design within the framework of the Client's brief, monitoring document control.
- Design Process Management: With the Design Team, establish detailed design programs and identify design deliverables including drawings, design calculations, specifications and quality control procedures. Monitor design progress, identify program divergence and recommend remedial action. Report on cost and time effects of design changes. Prepare design analyses and advice the client and design team. Set up regular Design Team meetings to resolve outstanding matters.
- m) Investigate and recommend a schedule for NPCIs purchase of materials and equipment requiring long lead times and co-ordinate with the early preparation of the design documents by the Design Consultants.
- n) Document Control System: Advice on document control system for all project design and technical documents.
- o) Document Control Implementation: Implement document issue, numbering, coding and distribution system, and manage a project-wide document control system.
- p) Cost Planning: Preparation of the project cost plan compilation into appropriate project cost centers.
- q) Project Cost Plan: When the design develops to the degree where the qualities and specification are available, develop the elemental conceptual estimate into a detailed elemental cost estimate which, when agreed with the Client, becomes the project cost plan.

- r) Project External Relations: Advice on and if required establish procedure for external relations with the public, trade unions, adjoining property owners and all other interested parties.
- s) Pre-Construction Works: Advice and assist the design team and the Client in obtaining all the requisite approval for pre-construction activities. Organize site surveys; establishment of site grid/datum's, soil investigation and demolitions.
- t) Schedule Monitoring: Recommend on reporting format and preparation of design and construction plans & schedules. Review & approve contractor's detailed schedule report mapping with the CMC's own plan & schedule, if any discrepancy found ask contractor for refining as directed by CMC the final plan & schedule shall be submitted for Client approval.
- u) Schedule Management: Establish schedule reporting formats and develop construction programmed, which integrates with the design programmers. Develop detailed trade package schedule and award dates, and subsidiary schedule, which integrate with the construction programmed.
- v) Tender Documents Preparation of Notice Inviting Tender, general and special conditions of contract, technical specifications, tentative schedules & plans, BOQ/BOM, make list, etc., all required for multidisciplinary activities of the project. Co-ordination with the consultants and his team of consultants for preparing detailed schedule of quantities, scope of work of all packages, detailed specifications of all items of work.
- w) Advise NPCI and the Design Consultants regarding the assignment of responsibilities for safety precautions, temporary project facilities, and the provision of central equipment / materials / services for common use.
- x) Peer review & approval of all Structural, Architectural & Civil designs (Design basis Reports) prepared by various consultants is in CMC's scope of works.
- y) Proof checking & approval of all Structural design drawings is covered in the scope.
- z) Peer review & approval of all good for construction (GFC) drawings of Architectural Civil and structural works prepared by various consultants is in CMC's scope of works. CMC will carry out peer review & approve all GFC's and further check compliance to the comments issued.
- 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.

3.2.12.2 Bid and Award Stage:

- a) Procurement / Pre-contract & Bidding: Implement strategies, plans and detailed guidelines for the procurement of all project services. Solicit interest and assist in the development of bid lists, pre-qualification of Contractors and tender schedules, and attend bid clarification meetings.
- b) Contract Documentation: Determine scope of contracted elements, advice on the detailed preparation of contractual terms and assemble construction contracts/ purchase order.
- c) Buildability Review: Arrange and review buildability and method statement with a view of optimizing methods of construction in terms of cost, time, and quality.
- d) Buildability analyses: Undertake buildability analyses and review trade contractor's method statements with a view of optimizing proposed methods of construction in term of cost, time and quality.
- e) Value Engineering: Commencing during design development and on tinning through to completion of the project, undertake Value to completion of the project, undertake Value Engineering studies with the objective of maximizing the investment value of the project and evaluate the impact.
- f) Conduct pre-bid conferences to familiarize the bidders with the bidding documents, management techniques and with any special systems, materials and methods.
- g) Assist the Design Consultants with the receipt of question from bidders and with the issuing of Addenda.
- h) Receive bids, prepare bid analysis and make recommendations for award of contracts. Conduct pre-award conferences with successful bidders.
- i) Assist in the preparation of construction contracts. Advise on the acceptability of subcontractors and suppliers proposed by the contractors.

3.2.12.3 Construction Stage:

a) Provide administrative, management and related technical services as required to co- ordinate the work of the contractors with each other and with the activities and responsibilities of the Project Manager, the Design Consultants and NPCI in accordance with NPCIs Cost, Schedule and Quality criteria.

- b) Schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems, cost and schedules. Prepare and distribute minutes.
- c) Consistent with the Project Construction Schedule issued with the bidding documents, and consistent with the Construction Contractors Schedule provided by each contractor update the Project Construction Schedule. This will include activity sequences and duration's allocation of resources, status of shop drawings and samples, status of long lead procurement items, etc.
- d) Project Budget Control: Recommend, review & approve cost reporting formats and cash flow analyses, attend cost meeting and monitor the project budget. Advice the Client of any variation to the Cost Plan, requirements for additional funding and contingency fund control.
- e) Cost Management: preparation of the Project Budget using the Project Conceptual Cost Estimate a cost reporting and coding structure based on the CMIS system & submit for NPCI approval. Administer the budget throughout the project life. Provide the Client with information on the financial status of the Project, actual cost against cost plan, cash flow analyses and forecasts, impact of change order and forecast anticipation cost to complete the project. Organize regular cost meeting and establish a contra- change tracking system. Review and advice on payments to trade contractors.
- f) Liaise with Agencies/Authorities: Assist the client to liaise with government authorities, statutory agencies and utility companies i.e. planning permits, Building regulations, roads, transportation, telecom and internet service provider, water, gas and power. Monitor statutory approvals. Assist and if required represent NPCI during discussion with municipal authorities and in getting approvals from the authorities that have jurisdiction over the project.
- g) Project External Relation: Advice on and establish procedure for external relations with the public, trade unions, adjoining property owners and all other interested parties.
- h) Risk Analysis and Management: Identifying all risk elements to the project and implementation on methods of managing those risks to minimize their impact on the project by establishing and implementing a formal risk analyses and management procedure of evaluating the cost, time and quality effects, of each risk and establishing an appropriate contingency and then monitoring the effects on the contingency. Receive copies all insurance documents, maintain log and ensure that they are up to date.
- i) Site Organization: On behalf of the Client, monitor progress and performance of the trade Contractor daily. Manage the site with attention to site layout, safety, logistics, material handling, and pollution control, site attendances and temporary utilities and clean up. Organize Preconstruction orientation, weekly site meetings, handle queries, arrange for site datum's and manage trade Contractors reporting process.
- j) Administration of Project Construction: Implementation the Project Procedures Manual, monitor the construction process, including document, records, meetings and system management. Implementation of safety, fire protection, security, transportation control, pollution control, labour relations, temporary utilities and clean up. Conduct pre- construction orientation conference(s), attend progress meetings, advice on queries, work splits, and all other site matters.
- k) Management of Construction: Manage the work of the Trade Contractors and suppliers, in accordance with Trade Contractor purchase agreements. Establish Trade Contractors' procedure manual, monitor material, equipment and labour resources and ensure the work complies with the term of the method statement policies agreed with the Client. Provide administration of the distribution and storage of the appropriate information.
- Site Logistics: Plan and manage site logistics including site operation not including in contract scopes such as access, storage, site accommodation, welfare, utilities, fire services, medical facilities, safety and emergency routes.
- m) Safety and Security Management: Establish guidelines and manage the site safety and Security Programmed. Review the safety program developed by the contractors and co-ordinate.
- n) Quality Control: Establishing and monitoring the implementation of a Quality Management System which foresees that construction works are carried out in accordance with the specification and quality control procedures.
- o) Quality Management: Establish, Implement and manage a quality Management System in accordance with specification and quality control procedure. Arrange for and co-ordinate independent laboratory testing / inspection as require. Implement remedial action as defects are noted.
- p) Change Order Monitoring: Advice on the development of a change order reporting system, monitor implementation and advice on settlement of change orders.

- q) Change Order Management: Advice and implement at change Order reporting system. Evaluate proposed changes in term of their impact on design, construction and operation, proposing remedial action where appropriate. Make recommendations on the settlement of Change Orders.
- r) Performance Monitoring and Measurement: Monitor and report on progress as the project evolves, in terms of work performed and progress achieved tying together physical progress and financial status. Monitor compliance and assess performance of all project participants. Evaluate and make recommendations on Trade Contractors requests for progress payments. Manage the contractors to achieve satisfactory performance. Recommend courses of action when the contractual requirements are not being met.
- s) Variation Statements: Provide regular monitoring of the approved estimate of construction costs, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between budgets and actual.
- t) Certification of Bills: Develop and implement procedures for the review and processing of Applications for Payment by the Contractors for progress and final payments.
- u) Assist NPCI in selecting and retaining the professional services of surveys, special consultants and testing laboratories. Co-ordinate their services.
- v) Consult with NPCI and Design Consultant if any contractor requires interpretations of the intent and meaning of the design documents, and assist in the resolution of such questions.
- w) CMC shall monitor the delivery of all material, systems, equipment etc. which are part of the project until they are finally incorporated and if they are as per the schedule and quantity. Logistics, delivery, storage space, security shall be under the scope of NPCI.
- x) Claims Management: Advice the Client on management of claims to minimize or avoid disputes. Establish a Claims log; evaluate claims and advice at negotiations with Trade Contractors.
- y) Reporting: Assemble Monthly Report Which include progress photographs, status of design, permits/license, agreements and negotiation with third parties and bid packages, trade contractor performance, schedule reports, cost/ financial report, bonds, problem areas and recommendations for action. Solicit Trade Contractors to keep accurate written reports on labor, weather, progress, material / equipment, accident and other pertinent matters.
- z) Submittal Process: Monitor and review Contractors' material procurement schedule logs for completeness, accuracy and compliance.
- aa) FAT and SAT: CMC shall help NPCI to 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.
- bb) Commissioning Management: With the appropriate Consultants, establish procedure for and manage the commissioning of all services.
- cc) Final Acceptance Implementation: Establish Standards for Final Acceptance. Implement remedial action should defects be noted. Advice the Client on acceptance of completion, manage hand over to the Clients' operator and maintenance staff and advise on payment of the trade contractors' final accounts.

3.2.12.4 Post Construction Stage:

- a) preparation of the punch list / snag lists as the contractor's work, or designated portion, is completed and a schedule for their completion.
- b) Completion Certificate: Determination of when a project is substantially complete, and the necessary steps that are required before the certificate can be prepared & issued.
- c) Handing Over: Conduct the final inspection, secure all guarantees deliver all keys and manuals and records etc. at completion.
- d) O & M Manuals & "As-Built" Drawings Monitoring: Monitor the Preparation of all necessary operating and maintenance manual and As Built Drawings and their supply to the Client in multiple versions (Auto CAD, PDF, LOD500, hard copy).
- e) O & M Manuals & "As-Built" Drawings Collation: Assemble and collate all operating and maintenance manual, drawing, instruction and procedures provided by the Trade Contractors and suppliers.
- f) Training of Operational Personnel: Organize the training of the Clients operations and maintenance personnel.
- g) Facilities/Building Management: Provide technical and informational assistance to facility management team of NPCIs as and when needed.

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- h) Release of Retention Amounts / Bank Guarantee: After the successful completion of defects liability period, certify payments of retention amounts and close contracts

3.3 Single Point of Contact

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

Section 4 - Qualification Criteria

4.1 Eligibility Criteria

The Eligibility Criteria is as furnished below:

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

- 1. The Bidder should be registered under The Companies Act, 1956/ The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008/ Limited Liability Partnerships Act, 2012 (as applicable) at least since last three years in the field of either one or all of the following categories Construction management consultancy, construction supervision, project monitoring, project management consultancy or Third party inspection, for office building / IT / ITES park/building / Data Center building as on 30th September 2023.
 - a. In case the bidder is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.
 - b. In case the bidder is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.
- 2. The bidder should have reported minimum annual turnover of INR 75 Crores as per audited financial statements in each of the last three financial years (i.e., 2020-2021, 2021-2022 & 2022-2023) and should have reported profits (profit after tax) as per audited financial statements in at least two of last three financial years (i.e., 2020-2021, 2021-2022 & 2022-2023). In case audited financial statements for 2022-2023 are not ready, then management certified financial statement shall be considered for 2022-2023, however, this exception is not available in case of previous financial years.
- 3. Preference shall be given to the registered Indian companies meeting the turnover mentioned in the RFP. However, if the Bidder is a 100% Indian subsidiary of the parent company based outside India, the turnover can be satisfied by the parent company without forming a consortium if the parent company furnishes the following on its letterhead signed by authorized signatory:
 - a. On behalf of the parent company, the Bidder is allowed to participate in the bid and enter into a contract if awarded.
 - b. In case of non-execution or failure to deliver the service pursuant to this contract, the parent company shall be held completely liable for non- performance of contract. Liability Responsibility Matrix needs to be furnished in such cases mentioning the details (name/contact information etc.) who would be made accountable in case of non-performance of contract.
- 4. The Bidder should not be currently blacklisted by any bank / institution in India or abroad.
- 5. Bidder shall have experience in CMC/PMC/Construction supervision services for at least 2 multi-storied building projects in and around Hyderabad, Telangana state as on date of submission of bid.

4.2 Technical Proposal

In preparing the Technical Proposal, the Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The technical proposal should clearly demonstrate the Bidders understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the RFP. While preparing the Technical Proposal, the Bidders must give particular attention to the following:

4.3 Recent Ongoing/Completed Assignments

- (I) A brief description of the Bidder's organization and an outline of recent experience on completed and/or ongoing assignments.
- (II) At least one similar project value costing more than INR 150 Crore OR Two (2) similar projects costing more than INR 100 Crores each OR Three (3) similar projects costing more than INR 80 Crores each, all in the last five (5) calendar years or financial years ending previous day of last date of submission of tender. (Project of multi-storied office building or/and IT/ITES park/ building or/and PEB structure/Composite structure/PT

structure type projects will be given preference although institute building or campus development project will also be considered). Client reference on client letter is preferable to ascertain the job undertaken. Alternatively, self-certification can be submitted on Bidder's letterhead and signed by authorized signatory as per format provided.

- (III) Out of the above projects, preferably atleast one project, the Bidder should have provided 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)
- (IV) The projects should have been completed or ongoing during the last five financial years 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.

4.4 Resources

- (I) The assignment carried out by individual staff member or any associates prior to joining the Bidder cannot be called as the experience of the Bidder firm but may be referred to in the curriculum vita of staff proposed for the services.
- (II) Key professional staff namely Project Manager, Contract Manager, BIM Coordinator, Senior Civil Engineer, Senior Electrical Engineer and Senior Mechanical Engineer proposed shall be permanent/regularized employees of the Bidder or can have an extended and stable working relation with the bidder. The bidder can propose for staff who shall be recruited for the said services if he meets the criteria mentioned in this section.
- (III) Proposed professional staff must have at least the experience indicated in the SECTION 3.2.1
- (IV) Alternative professional staff who are currently not employed, can be proposed if they meet the criteria mentioned under this section.
- (V) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in the RFP. It is desirable that the Bidder's personnel have a working knowledge of the local language of Hyderabad. The bidder shall perform background verification for all the resources and submit the report.

4.5 Presentation and Work Methodology:

The Bidder firm should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the project's required outcome. The shortlisted Bidders shall be invited to deliver a presentation (15 minutes' presentation + 10 minutes for Q&A) on the capability and shall include the following information:

- Organization structure
- Reporting and recording system proposed for the work at the execution stage.
- Bidder's own Quality plan.
- Billing plan that might be used for contractor.
- SWOT of the organization in terms of CMC.
- Projects completed/ ongoing of similar size and nature.
- Hypothetical execution (work plan) stages in details
- Any other information required to be shared with NPCI.

Date and time of the presentation shall be intimated to all the shortlisted bidders through email.

4.6 The Eligibility & Technical Envelope - 'A' shall not include any financial information.

Refer to SECTION 5.14 for further details for contents in Envelope A (Eligibility & Technical Criteria) and Envelope B (Commercial Criteria).

A. The Bidding Document

5.1 RFP

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

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

Definition

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

- 1) "NPCI" or "Client" means National Payments Corporation of India or its authorized representative.
- 2) "CMC" shall mean ENGINEERING REVIEW, PROCUREMENT & CONSTRUCTION MANAGEMENT CONSULTANT
- 3) "Architect" means the Architectural Consultants/Partners of Engineering Review, Procurement & Construction Management Consultant who is entrusted with the architectural services of the Project by Engineering Review, Procurement & Construction Management Consultant.
- 4) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- 5) "Engineer In Charge" means an Officer NPCI or Architect so appointed by NPCI responsible to direct, supervise and be in charge of the Services to be performed by the Bidder under the Contract.
- 6) "Services" means the work to be performed by the Bidder pursuant to this contract.
- 7) "Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.
- 8) "Site" means the property belonging to the NPCI on which the Services will need to be performed.
- 9) "Month" shall mean a calendar month.
- 10) Project Management firm, Project Management Consultant, Engineering Review, Procurement & Construction Management Consultant, firm, Bidder, successful bidder is used to mean the same.
- 11) "BUA" means "Built up Area"- The Ground area covered immediately above the plinth level covered by the building but does not include the space covered by:
 - a) Garden, rockery, well and well structures, plant nursery, water pool, swimming pool (if uncovered), platform round a tree, tank, fountain, bench, chabutra with open top and unenclosed on sides by walls and the like;
 - b) Drainage culvert, conduit, catch-pit, gully-pit, chamber, gutter and the like;
 - c) Compound wall, gate, slide/ swing door, canopy, and areas covered by hajji or similar projections and staircases which are uncovered and open at least on three sides and open to sky.

5.2 Cost of Bidding

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

5.3 Clarifications of Bidding Documents and Pre-Bid Meeting

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

Bidders should submit the queries only in the format given below, in an excel sheet:

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

Replies to all the clarifications, modifications received through mail and email will be posted on NPCI's website. Any modification to the bidding documents which may become necessary shall be made by NPCI by issuing an Addendum.

5.4 Amendment of Bidding Documents

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

B. Preparation of Bid

5.5 Bid Price

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

5.6 Earnest Money Deposit (EMD)

The Bidder is required to deposit INR 5,00,000/- (Rupees Five Lakh Only) in the form of a Demand Draft in favor of "National Payments Corporation of India" payable at Mumbai OR Online transfer as per details mentioned herein under CHECKLIST OR Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in ANNEXURE A2.

No interest will be paid on the EMD.

5.7 Return of EMD

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

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

5.8 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.

- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, NPCI reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of acceptance of the Purchase Order. In such instance, NPCI at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.9 Period of Validity of Bids

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

5.10 Extension of Period of Validity

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

5.11 Format of Bid

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

The commercial bid will be submitted as hard copy and soft copy with the Password Protected PDF Document along with the Bids. The password to be shared only after request from NPCI's designated authority.

5.12 Signing of Bid

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

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

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

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

C. Submission, Opening & Evaluation of Bid

5.13 Envelope bidding process

The Bid shall be prepared in 2 different envelopes, Envelope 'A' and Envelope 'B'.

Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as "RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad"

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

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

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

5.14 Contents of the 2 Envelopes

Envelope A - Eligibility & Technical Bid

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

- 1 Bid cost & Bid Earnest Money in the form of Demand draft/Online transfer/BG Annexure A1
- 2 Bid Security (Bank Guarantee) Annexure A2
- 3 Bid Offer form (without price) Annexure B
- 4 Bidder Information Annexure C
- 5 Declaration of Clean Track Record by Bidder Annexure D
- 6 Declaration of Acceptance of Terms and Conditions Annexure E
- 7 Declaration of Acceptance of Scope of Work Annexure F
- 8 Power of Attorney for signing of bid Annexure G
- 9 Eligibility Criteria Compliance Annexure H
- 10 Recent Projects (Ongoing and/or Completed) Annexure I
- 11 Key Resource Deployment Annexure J
- 12 Curriculum Vitae of the Key Resource Annexure K
- 13 Non-Disclosure Agreement Annexure N
- 14 Three years audited Balance Sheet and Profit and Loss Statements.
- 15 RFP document duly sealed and signed
- 16 All necessary supporting documents as per Annexures

а

Eligibility & Technical Bid envelope shall not include any commercial information. If the Envelope 'A' contains any commercial information the entire bid will be rejected

Envelope B - Commercial Bid (Indicative)

- 17 Commercial Bid Form Annexure L
- 18 Commercial Bid Annexure M

5.15 Bid Submission

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

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

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

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

5.16 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.17 Bid Language

The bid shall be in English Language.

5.18 Rejection of Bid

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

- a) Does not bear signature of authorized person.
- b) Is received through Fax / E-mail.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete / incorrect.

- e) Does not include requisite documents.
- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

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

5.19 Deadline for Submission

The last date of submission of bids is given in SECTION 1. However, the last date of submission may be amended by NPCI and shall be notified through email.

5.20 Extension of Deadline for submission of Bid

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

5.21 Late Bid

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

5.22 Modifications and Withdrawal of Bids

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

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

5.23 Right to Reject, Accept/Cancel the bid

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

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

5.24 RFP Abandonment

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

5.25 Bid Opening

Bids will be opened in 2 stages:

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

Opening of Eligibility and Technical Bids

NPCI will open Technical bids (Envelope 'A') in presence of Bidders or Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by NPCI from time to time. The representatives of the Bidders would be required to produce an authorization letter from the Bidder/ Identity Card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder or its representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of NPCI. The bidder's representative who is present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NPCI, the bids shall be opened at the appointed time and place on next working day.

- RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad
- Stage 2 Sealed Commercial bids i.e., Envelope 'B' will be opened for Eligibility & Technically qualified bidders through finalizing the prices through the Reverse Auction or the Price Discussion Committee (PDC) if so opted by NPCI management.

5.26 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 - Envelope 'A' i.e., Eligibility & Technical bid will be evaluated. Only those Bidders who have submitted all the required forms, papers & comply with the RFP requirements and eligibility criteria (SECTION 4) will be considered for further evaluation through Technical Scoring Matrix as tabulated below:

	TECHNICAL SCORING MATRIX				
Sr. No.	Criterion	Marks Allotted			
Α	RECENT PROJECTS EXECUTED (ONGOING/COMPLETED)	30			
A1	 Overall projects executed in the capacity of CMC/PM (reference parameters: name of the project, overall project cost, size in SFT, land area) Projects adhering to CVC and CAG guideline (Refer to Annexures enclosed under Technical Criteria) 				
A2	No. of Multi-storied PEB structures/Composite structures/PT structures of Institutional Buildings/Commercial/IT/ITES/SEZ/Tech Parks projects executed. (reference parameters: Built up area, size of the project, cost of the project, date of commencement & completion of project) Refer to Annexures enclosed under Technical Criteria				
А3	Reference Site and contact details (reference parameters: letter from client for completed projects and/or ongoing projects, contact information, approximate key manpower deployed etc.7) Alternatively self- certified letter mentioning the details of the project can also be furnished as per the format provided on bidder's letterhead and signed by an authorized signatory.				
В	RESOURCE DEPLOYMENT	40			
B1	 Type of resource (permanent/contract), Total years of similar works experience, Past projects handled, Key positions held 				
B2	Availability of own Structural Engineers, Architects, Interior fit-out experts, Landscaping Experts, IGBC Experts, Façade expert, Renewable energy conservation expert.				
В3	Qualification of the key resources & Additional qualifications/certifications (PMP, IGBC/LEED, NICMAR, ECBC, PSM, CSM, MRICS, etc. & Dashboard/presentation software certifications like power BI, Advances MS Excel, PPT, by Microsoft etc.,) if any				
С	PRESENTATION AND METHODOLOGY	30			
C1	Proposed approach, methodology, work plan, project tools in PPT, Document repository system & management, BIM Implementation, resource deployment schedule				
D	TOTAL $(D = A + B + C)$	100			
The	bidders shall be called for presentation to determine the scoring of above mentioned				

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

Bidders scoring a minimum of 70% marks in the Technical Scoring Matrix would be eligible for the Commercial Bid evaluation. If there are any changes in the BOQ, bidders are expected to share the updated BOQ with commercials to IT procurement as per (SECTION 1) and BOQ without commercials to technical team within 3 days as per (SECTION 1), bidders who do not share the BOQ within 3 days will be disqualified.

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

Note:

- 1. Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, zero (0) marks may be assigned to that parameter/factor.
- 2. NPCI reserves absolute right to discretion in case of any doubt regarding any evaluation criteria and the award of marks therein.
- 3. Maximum of top three bidders who score 70 marks and above in the Technical Evaluation criteria will be declared as Technically Qualified. In case the three bidders do not score 70 marks and above then the Total Score of qualifying marks shall be reduced by 10 marks. The Commercial bids of only the Technically Qualified bidders will be considered for evaluation for establishing the L1 bidder. In order to assist in the examination, evaluation and comparison of Bids, NPCI may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. However, while giving a clarification, a Bidder may offer a higher scope of work without any impact on Commercial Bid to be opened subsequently. NPCI may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Normalization of Technical Evaluation criteria scores will not be carried out. Total score evaluated and arrived for each bidder from the Technical evaluation criteria bid will be considered.

Stage 2 - Envelope 'B': Commercial Bid will be Evaluated through Reverse Auction and/or PDC method

NPCI reserves the right to discover the lowest price through the Reverse Auction & may be further deliberated through PDC if so opted by NPCI management. If first Reverse Auction does not result successful, NPCI reserves the right to call technical qualified bidders for price discussion and declare the successful bidder through PDC instead of conducting 2nd Reverse Auction. The decision with respect to conduct of 2nd Reverse Auction or otherwise, shall be communicated to technically qualified bidders. In case, Commercial evaluation will be done through Reverse Auction, Business Rules and Terms & Conditions and Procedures of Reverse Auction shall be shared through email by our e-auction team.

5.27 Selection of Bidder

The bidder with lowest commercial bid identified through reverse auction process or PDC as the case maybe will be declared as the successful bidder and will be called L1 bidder for the required quantity. NPCI reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder. In case the 2nd lowest bidder is unable to match the L1 price, NPCI reserves the right to place order with the shortlisted L3 bidder and so on. All participants in reverse auction need to submit itemized rates to NPCI post reverse auction event.

5.28 Contacting NPCI

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

5.29 Single Bid

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, NPCI may continue with the RFP process.

Section 6 - Terms and Conditions

6.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in SECTION 5.27, and after obtaining internal approvals and prior to expiration of the period of Bid validity, NPCI will send Notification of Award / Purchase Order to the selected Bidder.

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

6.2 Term of the Order

The term of the Notification of Award/Purchase Order shall be for a period of **24 Months** wherein the price of the deliverables as specified in the RFP would be at a fixed rate. No price escalations and variations shall be applicable till expiry of PO.

6.3 Acceptance Procedure

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

6.4 Performance Bank Guarantee

The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 24 months, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case, the successful bidder is not in a position to submit the PBG for any reason, the successful bidder has to submit a Demand Draft drawn in favor of NPCI for equivalent amount or electronically transfer equivalent amount for credit in NPCI's account. Details of the NPCI's bank account will be furnished on request.

6.5 Taxes and Duties

- All taxes deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments.
- Prices shall be exclusive of all taxes.
- The bidder shall meet the requirements of applicable Goods & Services Tax (GST).

6.6 Key Deliverables:

The Bidder shall employ and provide such qualified and experienced Personnel approved and agreed by NPCI, to carry out the Services. The Bidder shall also bond his Personnel to the confidentiality of the Services performed by them under this Consultancy Contract.

6.7 Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Bidder's Key Personnel are described in Scope of Work. If any of the Key Personnel has already been approved by NPCI his/her name can be listed as well.

6.8 Removals and/or Replacement of Personnel

a) Except as NPCI may otherwise agree no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications. Interview of all such replacement shall be taken by NPCI prior to appointment of the Personnel. Process document

for Handover- Takeover needs to be in place prior to such replacement so that NPCI operations is not affected.

NPCI shall consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, NPCI shall have the option either

- 1) To terminate the Purchase Order in part or as a whole or
- 2) To request Bidder for prompt replacement within 15 days at the Bidder's cost.

b) If the Officer-in-charge

- 1) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- 2) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the written request of NPCI specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to NPCI. Failure to do so shall be construed to be a default for which NPCI could terminate the Contract.
- 3) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

In case any key resource wants to leave from service then Bidder shall take proper handover from the candidate before leaving the job so that NPCI operations shall not be affected.

6.9 Facilities to CMC staff

- NPCI will provide furnished site office with seats, electricity and water to CMC at free of cost.
- NPCI shall provide facilities like internet, intranet & LAN Connectivity free of cost for official work.
- Housekeeping and pantry (tea/coffee) services shall be provided by NPCI.
- Laptops, Desktops, Multifunction Printer, Software like MSP/AutoCAD/BIM/AEC shall be borne by CMC.

These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

All staff appointed and/or stationed at the said office shall need to be to the acceptance of and with the approval of NPCI.

The bidder should arrange for safety personal protective equipment, insurances of their personnel to comply with Labour Acts, local transportation of their personnel, accommodation, etc. complete as required for smooth management of work.

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 bidder and their personnel shall not be entitled to any overtime payment and the same is deemed to have been included in the Contract price. The bidder's personnel working at site shall observe the site construction working days, hours, weekly off, declared holidays and national holidays. It is responsibility of the bidder and his personnel in the event of works being executed during holidays and weekly offs.

6.11 Delivery Schedule

Delivery Schedule - 24 Months or till successful completion of HOTO, whichever is later, form the date of issuance of Purchase Order as per SECTION 6.1.

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 = $1.25 \times (A/B) \times C$

Whereas.

A = Man month rate,

B = Number of Working days of the month and

C = Number of working days the engineer is absent.

The derived value shall be deducted of from the monthly bill subject to a maximum of 5% of the total value of the Purchase Order.

In the case of delay in compliance with the Purchase Order beyond 15 days of the stipulated time, NPCI will have the right to cancel the order.

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.

6.14 Payment Terms

Payment shall be made in 2 parts.

Part 1 - Payment shall be made against monthly running bills for the resources deployed. Attendance sheet approved by NPCI to be enclosed as supporting document with every invoice. All the statutory documents (Provident Fund, ESI/equivalent Insurance, Professional Tax, etc.,), fortnightly/monthly project status report, shall be provided along with invoice. Quarterly certificate from the Bidder's Chartered Accountant confirming to the adherence of all statutory payments paid to the Bidder's personnel working in the project needs to be submitted to NPCI.

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

Parts	Payment milestone	Total Fees payable (INR)
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 on monthly basis.	60% of NPCI certified value (Subject to actual deployment in that particular month)

Payment shall be made within 30 working days of submission of acceptance of invoice along with all necessary supporting for payment processing and the same shall be subject to tax deductions at prevailing rates.

6.15 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure N hereof (Bidders should accept all the terms in the Articles mentioned in the NDA and duly fill the details required, sign it in INR 600 Stamp paper. The duly signed NDA should also be enclosed and submitted as part of the Bid).

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

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

The terms of this clause shall continue in full force and effect for a period of five (2) years from the date of disclosure of such Confidential Information.

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

6.16 Indemnity

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

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

6.17 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

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

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

6.18 Obligations of the Bidder

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

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

Accounting, Inspection and Auditing: The Bidder shall keep accurate and systematic account and record in respect of the services to be rendered, with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and periodically permit NPCI or its designated representative up to two years from the expiration or termination of the contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by NPCI.

Reporting Obligations: The Bidder shall submit to NPCI periodic reports and documents at the scheduled intervals and the final report shall be delivered in CD form in addition to hard copies.

6.19 Exit option and contract re-negotiation

- a) NPCI reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause 8.16 herein under
- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to NPCI at NPCI's locations.

- c) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the bidders prior to expiry of time for awarding the final bid / the contract. The Bidder should perform a reverse transition mechanism to NPCI or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to NPCI or to an alternative 3rd party / vendor nominated by NPCI. Where NPCI elects to transfer the responsibility for service delivery to a number of vendors, NPCI will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) The reverse transition services to be provided by the Bidder shall include the following:
 - 1. The Bidder shall suitably and adequately train NPCI or its designated team for fully and effectively manning, operating the Devices.
 - 2. Bidder shall provide adequate documentation thereof.
 - 3. The Bidder shall jointly manage the Devices with NPCI or designated team for a reasonable period of time
- e) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to NPCI or its designee, for the effective management and maintenance of the Deliverables under this RFP/Purchase Order/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services
- f) NPCI shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- g) NPCI and the successful bidder shall together prepare the Reverse Transition Plan. However, NPCI shall have the sole decision to ascertain whether such Plan has been complied with.
- h) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/Purchase Order/contract it would extend all necessary support to NPCI or its selected vendors as would be required

6.20 Extension of Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or subsequent Purchase Order / Contract, as shall be entered by NPCI with the Bidder, to the satisfaction of and as decided by the NPCI up to a period of Two (2) years (completion period) reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to obtain all requisite statutory approvals from concerned authorities for operating the project without statutory hindrances hassle freely. NPCI has right to place repeat order to the bidder for any services mentioned in the Contract with the same rates as per 1st PO. The contract shall be co-terminus with the Purchase orders issued unless extended by NPCI.

6.21 Order Cancellation

NPCI reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NPCI alone;

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

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

6.22 Termination of Purchase Order/Contract

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

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

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

6.23 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by NPCI, continue to provide facility to NPCI at no less favorable terms than those contained in this RFP. In case NPCI wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to NPCI.
- NPCI shall make such prorated payment for services rendered by the Bidder and accepted by NPCI at the
 sole discretion of NPCI in the event of termination, provided that the Bidder is in compliance with its
 obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the
 effective date of such termination" will be admissible. There shall be no termination compensation payable
 to the Bidder.
- NPCI may make payments of undisputed amounts to the Bidder for services rendered till the effective date
 of termination. Termination shall be without prejudice to any other rights or remedies NPCI may be entitled
 to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming
 into force or continuation in force of any provision hereof which is expressly intended to come into force or
 continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtains discharge from NPCI. NPCI also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.
- Default of Contractor in compliance: In case of default on the part of the bidder in carrying out such order
 within mutually agreed time, NPCI shall be entitled to appoint and pay other bidder/persons (third party)
 to carry out the same works and all expenses consequent thereon or incidental thereto shall be at the
 bidder's cost and may be deducted by NPCI from any monies due to or which may become due to the bidder.

6.24 Force Majeure

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

- a) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- b) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;

- c) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein; Or
- d) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

If force majeure situation arises, the successful bidder shall promptly notify NPCI in writing of such condition and cause thereof. Unless otherwise directed by NPCI in writing, the successful shall continue to perform its obligations under contract as far as possible. 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 this Agreement as a result of an Event of Force Majeure.

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.

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

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

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

6.26 Compliance with Applicable Laws of India

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

claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

6.27 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 & 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.

6.28 Compliance of Labour and other Law

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

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

6.29 Intellectual Property Rights

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

6.30 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.

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

6.32 No Damage of NPCI Property or any other Property

Bidder shall ensure that there is no loss or damage to the property of NPCI while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by NPCI shall be recovered from Bidder.

6.33 Fraudulent and Corrupt Practice

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

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

6.34 Solicitation of Employees

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

6.35 Governing Language

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

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

RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad Section 9 - Documents forms to be put in Envelope 'A'

Annexure A1 - Bidder's Letter for Purchase of Bid Document & EMD

MD & CEO National Payments Corporation of India, 1001A, B wing 10th Floor, 'The Capital', Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 Subject: RFP # NPCI/2023-24/DC/028 dated 11.10.2023 for "RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad". We have enclosed a Demand Draft No./Online transfer bearing details _______ issued by the branch of the ______Bank, for the sum of Rs. ______ (Rupees ______). This is as required by **Sr. No. 1** of the Checklist of the above referred RFP towards purchase of Bid Document. We have enclosed an EMD in the form of a Demand Draft No./Online transfer/Bank Guarantee bearing details ______ issued by the branch of the ______Bank, for the sum of Rs. _____ (Rupees ____ ______). This EMD is as required by SECTION 5.6 of the Instructions to Bidders of the above referred RFP.

Thanking you,

To

Yours faithfully,

(Signature of the Bidder) Printed Name:

Designation: Seal:

Date:

Business Address:

RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad Annexure A2 - Bid Security (Bank Guarantee)

National Payments Corporation of India:
Date:
BID GUARANTEE No.:
We have been informed that (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution ofunder RFP No.
Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.
At the request of the Bidder, we hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs /-(Rupees only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:
(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
(b) having been notified of the acceptance of its Bid by NPCI during the period of bid validity, (i) fails or refuses to execute the Contract document; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.
This guarantee will expire:
(a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.
Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.
[Signature]

RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

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

Dear Sir,

Subject: RFP # NPCI/2023-24/DC/028 dated 11.10.2023 for "RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad".

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

As security (EMD) for the due performance and obse	•	
herewith Demand Draft bearing noPayments Corporation of India".	dated	drawn in favor of "National
Yours sincerely,		
Authorized Signature [In full and initials]:		
Name and Title of Signatory:		
Name of Company/Firm:		
Address		

Annexure C - Bidder Information

(Bidder's Letter Head)

NPCI/2023-24/DC/028 dated 11.10.2023

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

	Details of the Bidder						
19	City						
20	State						
21	Pin Code / State Code						
22	Name & Designation of the contact person to whom all references shall be made regarding this tender						
23	Telephone No. (Cell # and Landline # with STD Code)						
24	24 E-Mail of the contact person:						
25	Fax No. (with STD Code)						
26	Website						
	Financial Details (as per audited	Balance Sheets) (in	Cr)				
27	Year	2020-21	2021-22	2022-23			
28	Net worth						
29	Turn Over						
30	PAT						

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

RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad Annexure D - Declaration for Clean Track Record

(Bidder's Letter Head)

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad, RFP # NPCI/2023-24/DC/028 dated 11.10.2023. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

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

Annexure E - Declaration for Acceptance of RFP Terms and Conditions

(Bidder's Letter Head)

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad", RFP # NPCI/2023-24/DC/028 dated 11.10.2023. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

Business Address:

RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad Annexure F - Declaration for Acceptance of Scope of Work

(Bidder's Letter Head)

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

Sir,

I have carefully gone through the Scope of Work contained in this RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad", RFP # NPCI/2023-24/DC/028 dated 11.10.2023. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

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

RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad Annexure G - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we the registered office) do hereby appoint and authorize who is presently employed with us holding the position of our name and on our behalf, deed and things necessary in connection wit for Selection of Engineering Review, Procurement & Construction Ma of Innovation Office Building (IOB) in Hyderabad ", RFP # NPCI/2 response to the RFP by NPCI, including signing and submission information/responses to NPCI in all the matter in connection with our land things lawfully done by our said attorney pursuant to this Power of done by our aforesaid attorney shall always be deemed to have been done	(full name and residential address) as our attorney, to do in the or incidental to our proposal for "RFP nagement Consultant for Construction 023-24/DC/028 dated 11.10.2023. in of all the documents and providing oid. We hereby agree to ratify all deeds Attorney and that all deeds and things
Dated this day of 2023. For	
(Signature)	
(Name Designation and Address)	
Accepted	
(Signature) (Name Designation) Date: Business Address:	

Annexure H - Eligibility Criteria Compliance (Bidder's Letter Head)

NPCI/2023-24/DC/028 dated 11.10.2023

Sr.	NPCI/2023-24/DC/02	Compliance	
No	Eligibility Criteria	Yes/No	Documentary proof to be attached
1	Bidder should be registered under The Companies Act, 1956/ The Companies Act 2013 (as applicable) or a Limited Liability Partnerships (LLP) registered under The Limited Liability Partnership Act, 2008/ Limited Liability Partnerships Act, 2012 (as applicable) for over ten years in the field of either one or all of the following categories - construction management consultancy, construction supervision, project monitoring, project management consultancy or Third party inspection, for multi-storied office buildings / IT / ITES parks, buildings / Data Center building as on 30th September 2023.	TESTNO	 Valid Certificate of Registration/incorporation/ partnership deed etc. Pan card of company GST/ TIN details and copy of certificate
2	The bidder should have reported minimum annual turnover of INR 75 Crores as per audited financial statements in each of the last three financial years and should have reported profits (profit after tax) as per audited financial statements in at least two of last three financial years.		1) Audited Balance Sheet & Profit and Loss statement for the last three years ending or calendar years or Bidders calendar year with CA certificate with CA's registration no./seal and sign. 2) For Positive Net worth, CA certificate with CA's registration no./seal and sign. Note: Last 3 Financial Years are as follows 2022-2023, 2021-2022 & 2020-2021 Last 3 Calendar Years are as follows 2022, 2021 & 2020
3	The bidder should have experience in CMC/PMC/Construction supervision services for at least 2 multi-storied building projects of minimum BUA 1,00,000 SFT to 5,00,000 SFT of PEB structure/Composite structure/PT structure type projects in and around Hyderabad, Telangana state as on date of submission of bid.		Work orders/ Purchase Orders/ Letter from Client for completed projects. Alternatively, self- certified letter mentioning the details of the project needs to be furnished as per the format provided on Bidder's letterhead and signed by an authorized signatory.

	The Bidders should have successfully completed	_			
	At least one similar project value costing more				
	than INR 150 Crore OR Two (2) similar projects				
	costing more than INR 100 Crores each OR Three				
4	(3) similar projects costing more than INR 80				
4	Crores each, all in the last five (5) calendar				
	years or financial years ending previous day of				
	last date of submission of tender. (Similar				
	Project means multi-storied office building				
	or/and IT/ITES park/ building				
5	The Bidder should not be currently blacklisted		Self-Declaration as per	Annexure D	on
٦	by any Bank/institute in India or abroad		company letter head		

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

(Bidder's Letter Head)

NPCI/2023-24/DC/028 dated 11.10.2023

Project Name	
Location: (Within India)	
Built Up area in SFT/ Floor plate/ No or floors/ Purpose	
Type of Project (IT Park/ ITES building/ Multi-storied building etc.)	
Status of the Project - (Ongoing/ Completed)	
No of Professional Staff / Month : Duration of Assignment	
Start Date of the project (dd/mm/yy)	
End Date of the project if completed/ tentative	
date if ongoing	
Value of the Project in INR (Cr)	
Value of the CMC services rendered in INR	
Name of Senior Staff from the Bidder (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Project:	
Name of the Client	
Address of the Client	
Contact information of the client	
Name:	
Designation	
Email address	
Mobile Contact Details:	

Note:

- 1. Attached separate sheet for each work if required. (If CMC of multi-storied building for IT/ITES/Office any similar, other technical details to understand the size of the project under Narrative Description of the Project).
- 2. Client Reference is preferred and to be enclosed on the client letter head along with details of the project, name of Project Leader/ Manager managing the project and the scope of work carried out by the Bidder. Alternatively, self- certified letter mentioning the details of the project can also be furnished as per the format provided on bidder's letterhead and signed by an authorized signatory.
- 3. Work Order/ Purchase Order to be enclosed.

I hereby confirm that the above statement is correct to the best of my knowledge. Name, Designation and Signature/ Stamp:

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

NPCI/2023-24/DC/028 dated 11.10.2023

S No	Proposed Position	Name of the Personnel to be deployed	Qualification	Date of Joining the Bidder firm	Total No of years of experience/ Past projects handled with position held	Permanent / Contract Employee
1	Project					
'	Manager					
2	Contract					
	Manager					
3	BIM					
	Coordinator					
4	Senior Civil					
	Engineer					
	Senior					
5	Mechanical					
	Engineer					
6	Senior					
	Electrical					
	Engineer					

Note: Attach Copy of PF statement for each of the proposed key staff as per the table above. Only Key staff to be mentioned as per details mentioned in SECTION 3.2 (Scope of Work)

Authorized Signatory

Name and Title of the Signatory

Name of the Bidder firm

RFP for Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad Annexure K - Curriculum Vitae of the Key Resource (Bidder's Letter Head)

NPCI/2023-24/DC/028 dated 11.10.2023

1 Proposed Position 2 Name of the personnel 3 Date of Birth/ Age 4 Nationality Education (Year in which the qualification were obtained must be stated) Other professional qualifications achieved if any - CDCP, CDCS, CDCE, ATS, ATD, PMP, NEBOSH, NICMAR etc. 7 Other trainings attended if any 8 Languages known 9 Membership to Professional Bodies 10 Countries/State of work experience Stating with the present position. List in reversed order employment held Dates From To Employer Position Held Description of duties					
3 Date of Birth/ Age 4 Nationality Education (Year in which the qualification were obtained must be stated) Other professional qualifications achieved if any - CDCP, CDCS, CDCE, ATS, ATD, PMP, NEBOSH, NICMAR etc. 7 Other trainings attended if any 8 Languages known 9 Membership to Professional Bodies 10 Countries/State of work experience Stating with the present position. List in reversed order employment held Dates From To Employer Position Held	1	Proposed Position			
4 Nationality Education (Year in which the qualification were obtained must be stated) Other professional qualifications achieved if any - CDCP, CDCS, CDCE, ATS, ATD, PMP, NEBOSH, NICMAR etc. 7 Other trainings attended if any 8 Languages known 9 Membership to Professional Bodies 10 Countries/State of work experience Stating with the present position. List in reversed order employment held Dates From To Employer Position Held	2	Name of the personnel			
Education (Year in which the qualification were obtained must be stated) Other professional qualifications achieved if any - CDCP, CDCS, CDCE, ATS, ATD, PMP, NEBOSH, NICMAR etc. 7 Other trainings attended if any 8 Languages known 9 Membership to Professional Bodies 10 Countries/State of work experience Stating with the present position. List in reversed order employment held Dates From To Employer Position Held	3	Date of Birth/ Age			
5 qualification were obtained must be stated) Other professional qualifications achieved if any - CDCP, CDCS, CDCE, ATS, ATD, PMP, NEBOSH, NICMAR etc. 7 Other trainings attended if any 8 Languages known 9 Membership to Professional Bodies 10 Countries/State of work experience Stating with the present position. List in reversed order employment held Dates From To Employer Position Held	4	Nationality			
achieved if any - CDCP, CDCS, CDCE, ATS, ATD, PMP, NEBOSH, NICMAR etc. 7 Other trainings attended if any 8 Languages known 9 Membership to Professional Bodies 10 Countries/State of work experience Stating with the present position. List in reversed order employment held Dates From To Employer Position Held	5	qualification were obtained must			
8 Languages known 9 Membership to Professional Bodies 10 Countries/State of work experience Stating with the present position. List in reversed order employment held Dates From To Employer Position Held	6	achieved if any - CDCP, CDCS, CDCE, ATS, ATD, PMP, NEBOSH,			
9 Membership to Professional Bodies 10 Countries/State of work experience Stating with the present position. List in reversed order employment held Dates From To Employer Position Held	7	Other trainings attended if any			
Bodies Countries/State of work experience Stating with the present position. List in reversed order employment held Dates From To Employer Position Held	8	Languages known			
11 Employment Record Stating with the present position. List in reversed order employment held Dates From To Employer Position Held	9				
11 Employment Record position. List in reversed order employment held Dates From To Employer Position Held	10				
Employer Position Held	11	Employment Record	position. List in reversed order		
Position Held		Dates	From	То	
		Employer			
Description of duties					
		·			
Detailed Tasks Assigned (List of tasks one by one and support each task by project experience on the right hand side) Work Undertaken Which Best Illustrates Capability To Handle The Tasks Pertaining To The Proposed Position	12	of tasks one by one and support each task by project experience on the right hand	Capability To Handle The	he Tasks Pertaining	
held, i.e. supervision engineer, site inspecto			List project names, locations, years, positions held, i.e. supervision engineer, site inspector, etc. with exact duties rendered and time spent on each project		

I/We understand that any wilful mis-statement described herein may lead to disqualification.

Sign of the personnel whose name is mentioned

Authorized Signatory

Name and Title of the Signatory

Name of the Bidder firm

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

Annexure L - Commercial Bid Form

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope)

То					
MD & CEO					
	ayments Corporation of India,				
	wing 10th Floor,				
	tal', Bandra-Kurla Complex,				
Bandra (Ea	ast), Mumbai - 400 051				
Dear Sirs,					
Subject:	ubject: RFP Reference No: NPCI/2023-24/DC/028 dated 11.10.2023 for "RFP for Selection of Engineerin Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB) in Hyderabad."				
required e	amined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the end to end Construction Management Consultancy in conformity with the said Bidding documents for INR				
We under	take, if our Bid is accepted, to provide for				
the above therein fo us. Until a	purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted r the orders awarded by NPCI up to the period prescribed in the Bid which shall remain binding upon a formal contract is prepared and executed, this Bid, together with your written acceptance thereof notification of award, shall constitute a binding Contract between us.				
	cake that, in competing for (and, if the award is made to us, in executing) the above contract, we will serve the laws against fraud and corruption in force in India.				
We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.					
Dated this	Day of2023				
(Signature					
(Name)					
(In the cap	pacity of)				
Duly authorized to sign Bid for and on behalf of					

Annexure M - Commercial Bid

RFP# NPCI/2023-24/DC/028 dated 11.10.2023

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

(Bidder's Letter Head)

- 1) The schedule of quantities is to be read for pricing in conjunction with the instructions to tenderer, terms & conditions of contract, terms of reference and scope of work.
- 2) The price quoted in the schedule of quantities shall be the all-inclusive value of the work described including all costs and expenses which may be required in and for the work described together with all general risk, liabilities and obligation set forth or implied in the documents on which the tender is to be based.
- 3) The quantities stated are to be considered approximately only and the unit prices entered in the scheduled of quantities shall apply only to the actual quantities measured in the completed work in accordance with specification.
- 4) The CMC shall fill rates in the schedule of Quantities and Rates in both figures and words and shall also workout the amount for the quantities against the items in the schedule.
- 5) The prices quoted shall include all taxes, duties, manpower/management cost, travelling cost, statutory payments, background checks, recruitment charges, overheads etc. except GST which shall be additional and paid at prevailing rate. Validity of the quoted price shall be till the completion of the project (No variations/escalations will be entertained by NPCI)

Sr. No.	Location	Description	Total Cost
1	Hyderabad	Selection of Engineering Review, Procurement & Construction Management Consultant for Construction of Innovation Office Building (IOB)	

BOQ - Bill of Quantities

SR. No.	DESCRIPTION	UOM	NO. OF RESOURCES (A)	TOTAL TENURE IN MONTHS (B)	MAN MONTH RATE INR (C)	AMOUNT INR D= (A*B*C)
1	PROJECT MANAGER	Man- Month	1	24		
2	CONTRACTS MANAGER	Man- Month	1	24		
3	QUANTITY SURVEYOR-CUM- PLANNING & BILLING ENGINEERS	Man- Month	1	24		
4	BIM COORDINATOR	Man- Month	1	24		
5	SENIOR CIVIL ENGINEER		1	19		
6	SENIOR ELECTRICAL ENGINEER	Man- Month	1	14		
7	SENIOR MECHANICAL ENGINEER	Man- Month	1	14		

SR. No.	DESCRIPTION	UOM	NO. OF RESOURCES (A)	TOTAL TENURE IN MONTHS (B)	MAN MONTH RATE INR (C)	AMOUNT INR D= (A*B*C)
8	QA/QC CIVIL ENGINEER	Man- Month	1	19		
10	HSEF ENGINEER	Man- Month	1	17		
11	HSEF SUPERVISOR	Man- Month	2	25		
12	Construction Supervisor	Man- Month	1	18		
13	Electrical Supervisor	Man- Month	1	18		
	GRAND TOTAL*			240		

- Delivery Location: (as per **SECTION 1** of the RFP)
- The bidder shall meet the requirements of Goods & Services Tax (GST)

(Amount in Rs)

All prices are exclusive of taxes.

Dated this...... Day of......2023

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure N - Non-Disclosure Agreement

(On INR 600/- value stamp paper)

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on this day of	, 2023("Effective Date") between
NATIONAL PAYMENTS CORPORATION OF INDIA, a company incorporation of the Companies Act, 1956 (Section 8 of the Companies Act, 2013) and having 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complet Maharashtra, CIN: U74990MH2008NPL189067 (Hereinafter referred to a mean and include unless repugnant to the context, its successors and processors.	g its registered office at 1001A, B Wing, ex, Bandra (East), Mumbai - 400 051, as "NPCI", which expression shall
AND	
, a company registered in _	and having its registered
office at	(Hereinafter referred to as "",
which expression shall mean and include unless repugnant to the conte	ext, its successors and permitted assigns).

Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this

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

NOW THEREFORE

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

Article 1: Purpose

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

(STATE THE PURPOSE)

Article 2: DEFINITION

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

Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

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

Article 7: INJUNCTIVE RELIEF

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

Article 8: NON-WAIVER

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

Article 9: DISPUTE RESOLUTION

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

Article 10: GOVERNING LAW AND JURISDICTION

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

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of five (2) years after the termination of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

- 1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
- 2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

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

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

NATIONAL PAYMENTS CORPORATION OF INDIA	TYPE COMPANY NAME
By: Name:	By: Name:
Designation:	Designation: