

Sl. No.	Subject ref/Clause/Page No.	Clause Description	Bidders Query	IIMSBP's Response
RFP Document				
01	Clause 1.3 of Information to Bidders	Last Date of submission of Bid Processing fee & EMD: 27/07/2019 up to 04:00 PM in hardcopy (physical form) in a sealed envelope	<p>It is noted that the last date for submission of Online bids (both Technical & Financial) is scheduled on 27.07.2019. However, physical submission of the bid is also kept on the same day. This is generally not followed in other organizations in order to keep transparency & avoid confusions. Moreover, the team involved in bidding has to arrange for physical submission also and keeping the same dates would make it difficult to organize both submissions.</p> <p>As a best practice, physical submission of bids is kept 03 days after the Online submission date. Hence, it is requested to keep the date of physical submission as 31.07.2019.</p>	The date for the Physical submission of bid will be read as 31.07.2019
02	Clause 3.2, Financial Criteria	The bidder shall submit balance sheet and profit and loss account for last five financial years certified by Chartered Accountant. The turnover should be in the name of the bidder.	It may be noted that for the FY 2018-19, the Annual Reports are not yet ready and hence bidders may be asked to submit "Financial Statements" for this FY.	The Bidder may submit financial statement for FY 2018-19.
03	Clause 4, Evaluation Criteria	Submission of CV's for Technical Manpower under A (i)	It is observed that CV's of all available Technical manpower is asked under this clause which is not required at this stage. It may not be possible to submit all the CV's also. Instead, PSU's may be asked to submit an undertaking from their HR department about the number of Technical manpower available under each discipline based on which, assessment can be done.	The undertaking from the HR department from each discipline may be submitted instead of CV.
04	Clause 4, Evaluation Criteria	Submission of CVs of proposed manpower can be submitted as per A (ii)	However, CV's of proposed manpower can be submitted as per A (ii).	It remains same as per Tender Clause.

05	Clause Evaluation Criteria 4,	Requirement of Mechanical Engineers	<p>PMC services are to be offered mainly by the Civil, Electrical and S&T technical manpower. Mechanical manpower is seldom required for this job.</p> <p>However, for the evaluation criteria, PSU's having Mechanical Engineers 51 & Above is given 02 marks and there is no mention of S&T manpower.</p> <p>It is therefore requested to review this requirement and revise the same as "Mechanical and S&T" Engineers to be 51 & Above.</p> <p>OR</p> <p>For Mechanical Engineers " 25 & Above " be given 1 marks & "S&T" Engineers "25 & Above" be given 1 mark.</p>	<p>25 & above Mechanical Engineer- 1 marks 25 & above S & T Engineer- 1 marks Less than 25 Engineers- 0 marks</p>
06	Page 25	under GST, payment of CGST & SGST or IGST, GST Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the PMC along with interest, if any.	This is reflecting on Page 25 of the document without relating to any Clause. May please connect it to suitable clause.	It remains same as per tender clause.
07	5.2.1.4 Specific Responsibilities of PMC	k. The PMC shall, unless otherwise specified, be fully responsible for procurement of all materials and services for the construction activity.	It is not understood as to how PMC is responsible for procurement of all materials and services required for the construction activity, when the execution of work is to be done by Contractors engaged.	It remains same as per tender clause.

			This aspect may be clarified.	
08	-	Fees payable to third party checking etc.,	It may be required that third party check/proof check of design & drawings is to be got done and the amount for this would be substantiate. Generally, such costs are reimbursed by Client. Please indicate who will bear this cost.	It remains same as per tender clause.
09	5.4.1 Statutory Authority Approvals for the Project	d) All expenditure on this account along with third party quality inspection, vetting of civil and structural engineering drawings, surveys etc. shall be borne by the PMC.	Under clause 5.2.2 Responsibilities of the Client, it is stated that e. Client shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project. However, provisions of Clause 5.4.1 is contradicting above requirements. Please clarify.	It remains same as per tender clause.
10	Clause 6.8	PMC's Personnel and Sub-consultants	The PMC team requirement given under Clause 6.8 at page 46/47 do not match with the Form-6 of Key employee list given at page 61. May please clarify the correct requirement.	The form- 6 will be replaced with clause 6.8.
11	Clause 6.14.2. Responsibility for Delay	Any delay on schedule, in completing the project other than the delay purely attributable to the Institute will be attributed to the PMC irrespective of the source of the delay.	It may be noted that the work execution of the project shall be through sub-contractors and any delay in execution by sub-contractors shall be dealt as per the contract provisions. However, in this case, PMC should not be held responsible for delay in project execution.	It remains same as per tender clause.
12	Clause 6.14.4. Liquidated Damages	c) The decision of Director, of the Institute or any other competent Authority of the Institute to levy compensation for delay and the amount of compensation levied is	The condition provided in this clause that "... is completely excluded from preview of conciliation and arbitration " is not in line with the fair contract terms since it is dictating the terms of contract.	The clause may be read as "The decision of Director, of the Institute or any other competent Authority of the Institute to levy compensation for delay and the amount of

		final and binding and is completely excluded from preview of conciliation and arbitration. The Institute may decide to deduct the Compensation amount against any sum payable to the PMC, under this agreement.	Such conditions are not appreciated and shall be deleted. Please note that any levy of penalty shall be based on proper ground realities and in case penalty is levied at the will & wish of Client, PMC should have freedom to approach the suitable authorities for remedy, which is a basic law of land and hence cannot be done away with.	compensation levied is final and binding. The Institute may decide to deduct the Compensation amount against any sum payable to the PMC, under this agreement.
13	Clause 6.14.4. Liquidated Damages	e) The following activities shall attract penalties which shall be deducted from the monthly bill for consultancy services: -	<p>The amount of penalty given under SI No 1 & 3 appears to be very high for PMC contracts and are not corelated with the relevant clauses.</p> <p>For example, the penalty proposed for delay in submission of reports is stated as Rs. 1000/- per day of delay. however, under Clause 5.7 Reports at page 43, no specific timeline is mentioned. Hence, the per day delay beyond specific time line cannot be determined. It may be specified for each clause with reference. Similarly, the penalty proposed for delay in submission of bills is Rs. 1000/- per day...but the deadline for submission of bills is not specified. Moreover, Clause reference shall be made in such cases.</p>	It remains same as per tender clause.
14	Clause 6.14.5 Compensation for Cost Over run	Any cost overrun over and above the approved project cost for the project other than the cost overrun by the Institute's decisions will be attributed to the PMC. In this case a compensation of 0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting the Institute's decisions, if any) subject to a maximum of 10 % of the total fees, will be levied by the institute.	<p>It may be understood that PMC shall be working for IIM authorities and in due consultation/co-ordination for all decision taking aspects. Hence, there cannot be reasons for cost overrun attributable to PMC as all decisions shall be taken jointly.</p> <p>Again, the condition that "penalty imposed is excluded from the preview of conciliation and arbitration" need to be deleted as explained in the foregoing queries.</p>	The clause may be read as Any cost overrun over and above the approved project cost for the project other than the cost overrun by the Institute's decisions will be attributed to the PMC. In this case a compensation of 0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting the Institute's decisions, if any) subject to a maximum of 10 % of the total fees, will be levied by the institute. The decision about the total percentage of such compensation to be levied (subject to

		The decision about the total percentage of such compensation to be levied (subject to the maximum specified) shall be the sole discretion of the Director, IIM Sambalpur and shall be final and binding and excluded from the preview of conciliation and arbitration.		the maximum specified) shall be the sole discretion of the Director, IIM Sambalpur and shall be final and binding.
15	6.15. Payment Terms to PMC	<p>a) iv) On commencement of construction work by the selected Contractor: 3% of the fees.</p> <p>b) ii) 10% (Ten percent) of the fees for construction phase shall be released after settlement of accounts, settlement of CTE / audit observation arbitration or any other observations, handing over of work and obtaining occupancy certificate and other approvals as per scope of the services of project management consultant.</p> <p>c) During O&M Phase: 25% of the fees.</p>	<p>Fee payment to PMC may not be linked to commencement of works by contractor as it would depend on the various aspects which are beyond the control of PMC. This fee may be paid on finalization of contractors & upon issue of letter of acceptance to commence the works.</p> <p>Payment of 10% fees may not be linked to CTE/Arbitration etc., as it would unnecessarily prolong the payments.</p> <p>10% fees may be paid on completion of works & finalization of bills.</p> <p>It is noted that 25% payment is proposed during O&M stage which is quite huge for a PMC contract. Generally, 10% is payable during O&M. This may be revised.</p>	<p>The Payment terms will be read as:</p> <p>a. Pre-Construction Phase: 15% of the fees, Payment milestone during pre-construction phase.</p> <p>b. Construction Phase and project closure: 75% of the fees Payment milestone during Construction phase.</p> <p>c. During O&M Phase: 10% of the fees. Payment during O&M phase</p>
16	6.15. Payment Terms to PMC		Further, the O & M period is specified as 20 months here and under Clause 7 of Time Schedule, it is given as 24 Months. May please clarify.	Total O & M period will be read as 24 months.
17	Annexure-A	Scope of Comprehensive Architectural Services	Under clause 2.8, page 85 it is stated that "Assist the employer in Arbitration / Litigation case that may arise out of the contract entered into, in respect of above project, regarding clarifications /	It remains same as per tender clause.

			<p>interpretations, supply of drawings, designs, specifications as and when required...”</p> <p>It may be noted that duties of Architect do not cover dealing with Arbitration/Litigation and hence, this may be deleted from Architects scope.</p>	
18	Drawings	Providing a location map showing proposed IIM Campus	It is requested to arrange to provide the location map of proposed IIM Campus	
19	4.1 Technical Bid	A Technical Manpower Architect on roll (B Tech/BE & Above)	It may be noted that PMC is required to appoint a reputed Architect for overall planning & designing of the proposed campus in consultation with IIM authorities. Hence, the relevance of having/not having on roll the Architects by PSU's is negligible. Instead, as requested during the pre-bid meeting, Numbers of Design Engineers, S&T Engineers, IT Engineers can be added in addition to Mechanical Engineers with the ratio of 15:15:10:10 i.e., (Mech: Design: IT: S&T) with suitable markings.	It remains same as per tender clause.
20	B Past Experience of the PSU	(ii) PSU Status	PSU status should not be a criteria for qualification as the turnover data, profit and MOU ratings is already taken into account. Hence, it may be deleted and these 05 marks can be added under “Presentation” with total marks as 35. If this is not possible, PSU status marks may be allotted as 5, 4 & 3 for Navaratna, Sch A Mini Ratna & Sch B Mini Ratna respectively.	It remains same as per tender clause.
21	Suggestion	A clause as requested may be added to avoid PSU's having negative credibility.	The PSU shall not be in Corporate Insolvency Resolution Process (CIRP) /Liquidation/Winding Up/CDR/SDR /S4A/Flexible structuring or any other restructuring scheme due to financial stress and shall not be in a default on any debt obligations as on the bid due date. An undertaking of the	It remains same as per tender clause.

			bidder duly certified by the Statutory auditor shall be submitted.	
22	Tender document	Clause No. 6.3 “Taxes & Duties” on Page no. 45 of 86	Bidder understands that financial impact due to change in law on account of taxation rules and rates and introduction of any new taxes shall be to Client’s account. IIMSBP to kindly confirm.	It remains same as per tender clause.
23	Tender document	Clause No. 6.11.3 “Arbitration” on Page no. 49 of 86	IIMB being an entity under MoUD. Arbitration between the Bidder (being CPSU) and IIMSBP shall be as per the “Administrative Mechanism for Resolution of CPSES Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS'1835 dated 22-05-2018 and as amended from time to time or any other prevailing instructions/OM of DPE in this regard” . IIMSBP to kindly confirm.	It remains same as per tender clause.
24	Tender document	Clause No. 6.14.4 “Liquidated Damage” on Page no. 51 of 86	Bidder requests IIMSBP to kindly replace the words “10%(ten percent)” in last line of sub clause (a) with the words “5%(five percent)” IIMSBP to kindly consider and confirm.	It remains same as per tender clause.
25	Tender document	Clause No. 6.14.4 “Liquidated Damage” on Page no. 52 of 86	In view of performance guarantee of 5% of the contract value, Bidder requests IIMSBP to kindly delete the words “The amount shall be deducted from each RA bill on pro-rata basis and shall be released on submission of GRIHA star certification” in 3 rd and 4 th line of sub clause (b). IIMSBP to kindly consider and confirm.	It remains same as per tender clause.
26	Tender document	Clause No. 6.14.4 “Liquidated Damage” on Page no. 52 of 86	Considering the nature of job under the Consultant’s scope of services, Bidder requests IIMSBP to delete sub-clauses (e) of	

			<p>the said clause, as the same seem to be discouraging in the process of completion of project. Moreover, delay penalty is already part of this contract.</p> <p>IIMSBP to please consider and confirm.</p>	It remains same as per tender clause.
27	Tender document	Clause No. 6.14.5 “Compensation for Cost Over run” on Page no. 52 of 86	<p>Bidder requests IIMSBP to kindly replace the word “10%” in 4th line of the said clause with the word “5%”.</p> <p>IIMSBP to please consider and confirm.</p>	It remains same as per tender clause.
28	Tender document	New Clause No. 6.14.6 “Limitation of PMC’s Liability” on Page no. 52 of 86	<p>Considering the nature of services under the present tender being only “Project Management Consultancy Services”, Bidder requests IIMSBP to kindly add the following new clause:</p> <p><u>Limitation of PMC’s Liability:</u> Consultant's overall liability under this Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 5% of ‘Consultancy Fee’ plus corrective services without any additional cost to IIMSBP for any faulty services arising due to reasons solely attributable to Consultant, i.e. error or omission in the technical work/ services performed by Consultant in respect of Services to be provided by Consultant’s.</p> <p>Nothing in this contract shall be construed to have imposed any liability on Consultant, for defects or otherwise, if Consultant has to depend on data, process, technical</p>	It remains same as per tender clause.

			<p>information provided by IIMSBP and/or by others on behalf of IIMSBP and if any part thereof are found to be misleading, inaccurate, incomplete, unsatisfactory or deficient for any reason or circumstances beyond Consultant's control.</p> <p>IIMSBP to please consider and confirm</p>	
29	Tender document	Clause No. 6.17 "Indemnity" on Page no. 54 of 86	<p>In view of scope of services to be provided and agencies to be hired by PMC under this contract. Bidder requests IIMSBP to kindly modify sub clause (b) as below:</p> <p>"The PMC shall also indemnify and hold harmless the institute and each of its representatives, agents, partners and employee against and from any claims demands, damages or costs arising from or at the instance of the staff, employee of PMC or any of the agencies involved in the project hired by PMC."</p> <p>Further, in view of reciprocal indemnification, Bidder requests IIMSBP to kindly add new sub clause (c) as below:</p> <p>"The IIMSBP shall indemnify and hold harmless the PMC and each of its representatives, agents, partners and employee against and from any claims demands, damages or costs arising from or at the instance of the staff, employee of IIMSBP or any of the agencies involved in the project hired by IIMSBP or any other third party.</p>	It Remains same as per tender clause.

			IIMSBP to please consider and confirm.	
30	Tender document	Clause No. 5.2– i Objectives on Page 28 of 86	<p>Bidder understands that selection of agency for carrying out all survey i.e. Topography Survey, Geotechnical Investigation & EIA etc. shall be done by IIMSBP. However, PMC shall provide assistance to IIMSBP for tender activities only.</p> <p>IIMSBP to kindly confirm.</p>	It remains same as per tender clause.
31	Tender document	Clause No. 5.2– iii “Objectives” on Page 28 of 86	<p>Bidder understands that all statutory approval during Pre-construction stage shall be in Architect’s scope. Further, approvals required during construction and Completion/Handing over stage shall be under construction contractor’s scope.</p> <p>IIMSBP to kindly confirm.</p>	It remains same as per tender clause.
32	Tender document	Clause No. 5.4.2 “Design support by PMC” on Page 34 of 86	<p>Bidder requests IIMSBP that appointment of any IIT/NIT etc. for vetting of civil and structural designs may please be undertaken by IIMSBP and the fee for the same shall be paid by IIMSBP directly. However, PMC shall extend necessary assistance in appointing of IIT/NIT etc. and monitoring progress of vetting activities.</p> <p>IIMSBP to kindly consider and confirm.</p>	It remains same as per tender clause.
33	Tender document	Clause No. 5.4.3 “Preparation of detailed estimate of the Project” on Page 35 of 86	<p>It is proposed that Preliminary Cost Estimate shall be prepared by Architect based on CPWD Plinth Area rates/ Market rates. Since the construction works shall be executed on EPC basis, preparation of detailed cost estimate may not be required as per prevailing industry practice.</p>	It remains same as per tender clause.

			IIMSBP to kindly consider and confirm.	
34	Tender document	Clause No. 5.4.3 “Appointment of the contractor” on Page 35 of 86	<p>The clause indicates that the PMC shall prepare and invite the tenders for bidding.</p> <p>However, as per prevailing practice adopted by other IIM’s (under construction), the PMC shall only prepare the tender document and assist in tendering activities, while the tender shall be floated and received by the client. The client shall finally award the works to the contractor after Technical & Financial evaluation of the bids.</p> <p>IIMSBP to kindly confirm.</p>	It remains same as per tender clause.
35	Tender document	Clause No. 6.8. - iii “PMC’s Personnel and Sub-consultants” On Page no. 46 of 86	<p>Bidder understands that all Pre-construction activities (i.e. survey, investigations, EIA, Architect selection etc., tendering for award of works to contractor etc.) shall be performed from their Head office at Delhi/Gurgaon. However, PMC shall visit to IIMSBP’s office/Sambalpur for meetings for coordination as per project requirement. Further, the PMC’s site team shall be mobilized progressively from the date of actual commencement of the works by contractor.</p> <p>IIMSBP to kindly confirm.</p>	It remains same as per tender clause.
36	Tender document	Clause No 6.8 - iv- “PMC’s Personnel and Sub-consultants” on Page 46 of 86	<p>Bidder understands as general practice, Project Manager needs to be a senior person, who shall manage the overall project progress, day to day coordination with client & site visit as & when required from Head Office and Team leader shall be deployed at site full time for coordination of overall site activities. The same philosophy shall be</p>	It remains same as per tender clause.

			obtained in proposed project also. Hence, it is requested to kindly consider position for Sr. no. 1 only Team Leader. IIMSBBP to kindly confirm.	
37	Tender document	Clause No 6.8 - viii- “PMC’s Personnel and Sub-consultants” on Page 48 of 86	Bidder requests IIMSBBP that PMC site office shall be set-up at site after award of site execution works to the contractor. Further, it is also proposed to construction of site office for PMC and IIMSBBP shall be kept under the execution contractor’s scope of works. IIMSBBP to kindly consider and confirm.	It remains same as per tender clause.
38	Tender document	Clause No 3.2.1, Financial Turnover	Average Annual Financial turnover in last 5 years as per tender is Rs. 1500 Cr. Is very high and request you to modify as per the guideline.	Clause No 3.2.1, Financial Turnover to be read as “The average annual financial turnover of the bidder should be atleast Rs. 300 Crores (Rupees Three Hundred Crores) during the immediate last five consecutive financial years ending with 31.03.2019”.
39	Tender Document	Clause No. 4.1 (C) Financial Capability (ii)	Average Annual Profit (PBDIT) during last three financial years.	Average Annual Profit (PBDIT) during last three financial years to be read as Max. 10 Marks Between Rs. 50 – Rs. 100 Cr. 2 Marks Between Rs. 101 – Rs. 200 Cr. 5 Marks Above Rs. 200 Cr. 10 Marks
40	Tender Document	Page No- 1,2,4,7,25	As per page no. 1,2,4,7,25 only CPSU have been asked to submit their e-submission of RFP documents under subject.	Page no.1, 2,4,7,25 Central Public Sector Organizations to be read as “ Public Sector Organizations ”.