Indian Institute of Management Visakhapatnam

Name of the Work: Project Management Consultancy (PMC) services for the Construction of New Hostel, Dining building and allied infrastructure at permanent campus of IIM Visakhapatnam

Tender Id: 2024_IIMV_815788_1 Ref. No: IIMV/PMO/T/02/2024-25

Minutes of Pre-bid Meeting

Date: 24-07-2024

S.No	Reference	Description in RFP	Queries raised by Agencies in response to RFP	Clarification given by IIM-Visakhapatnam
I	Mail dated 16-07-2024	W/s. Arham Constrotech Pvt Ltd.		
1	Clause 3.0 (1) of RFP (Page 9 of 81)	The tenderer must be a Public Sector Undertaking or a Public Works Organization.	We Are Working As PMC Firm in Pan India Level Last 18 Years. We Working Government Department, under DAE like, Nuclear Power Corporation (NPCIL), DCSEM, NFC, Defense & Research Organization (DRDO), & Private sector like multi storage hospital, residential building, commercial building etc.	DED torm provails
2	Clause 3.1 of RFP (Page 10 of 81)	Financial Turnover The Bidder should have an average annual turnover of at least INR 20.0Cr in the last three financial years (2020-21, 2021-2022 and 2022-2023) from Project Management Consultancy Services duly certified by Auditor.	Annual Turn Over Demanded 20 Cr, For last 3Years Is Very High, So We Request you, Please Consider Annual turn over cost is 2 to 3 % Of Estimated Cost. This is Same method consider in above said government department.	
II	Mail dated 18-07-2024	M/s. BRIDGE AND ROOF COMPANY (INDIA) LIMITED		
3	Clause 8.1.1 of RFP (Page 18 of 81)		It is understood that IIM Visakhapatnam will engage an architect independently and the fee for their services is not included in the mentioned project cost i.e. INR 96.00 Crore. Please confirm	
4	Clause 8.1.22 of RFP (Page 20 of 81)	The PMC shall ensure the contractor complies to GRIHA requirements and obtain weekly and monthly GRIHA compliance reports and submit the same to the institute after review.	GRIHA 3 star	GRIHA 5 Star (LD). The Cost in obtaining GRIHA certification is included in the project cost. The statutory fees will be paid directly by IIMV.
5	Clause 11.9 of RFP (Page 32 of 81) & Price Schedule	The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. The quoted price shall be inclusive of all such taxes and duties.	As per mentioned clause the quoted price shall be inclusive or all such taxes and duties however in the Price schedule it is mentioned that quoting price shall be available of ST.	As per the clause No. 6 of Price Schedule (Page 49 of 81), it is hereby confirmed that "Applicant shall quote a fee that is complete, including all taxes, levies, incidental costs, cost of maintenance of staff and equipment on site and all other overheads etc., with the sole exception of the GST. The GST shall be paid in addition to the professional fee quoted".
6	-	Statutory Clearance	Please confirm that statutory approvals required for this project is excluded from PMC's scope.	It is not included in the PMC Scope. However, PMC shall assist the Institute (IIMV) in preparation of details / documents, if required.
7	Appendix-4 of RFP (Page 50 of 81)	Furniture and kitchen equipment	Please clarify whether cost of furniture's, Light, fan, Wi-fi, Air Conditioning and kitchen equipment is included in the mentioned project cost i.e. INR 96 Crore.	equipment are included in the project cost.
8	-	Pre-Bid Meeting on 22.07.2024	IIMV is requested to conduct the Pre-Bid Meeting on 22.07.2024 through online mode/VC to allow wider participation.	RFP term prevails.

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III	Mail dated 19-07-2024	M/s. Telecommunications Consultants India Ltd (TCIL)		
9	Page No. 8 of 81 in RFP	Estimated Project Cost - Rs. 96.00 Crores	Kindly confirm Estimated project cost is inclusive of GST or not?	The estimated project cost is inculsive of GST.
10		whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 10% of 'total contract value for 48 months' plus corrective services without any additional cost to the Employer for any faulty services arising due to reasons solely attributable to Consultant i.e.	Limitation of Overall Liability "Overall liability under the PMC's Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 10% of 'total PMC contract value for 48 months' plus corrective services without any additional cost to the Employer for any faulty services arising due to reasons solely attributable to Consultant i.e. error or omission in the technical work/services performed by the Consultant in respect of the scope of services, provided that no such liability shall lie six months after the date of completion of services as defined under this Contract. Consultant shall have no other guarantees, warranties & liabilities except as specifically mentioned in his Contract". It is requested you to kindly amend this clause also as PMC is getting only PMC fee and acting on behalf of Client. Hence liability should be limited to 10% of PMC contract value.	RFP term prevails.
11	Clause 11.33 in page 42 of 81 in RFP	, , ,	The Consultant shall remain liable for any damages due to its negligence, within the 12 months following the issuance of the provisional acceptance certificate of the contract. The amount of liability will be limited to 10% of the PMC contract	RFP term prevails.
12	Clause 11.29 in page 41 of 81 in RFP	Settlement of Disputes	"The PMC shall be fully responsible to defend any suits or arbitration / Court cases on behalf of Client arising out of project in connection with the work between the PMC and its Contractor(s) and any award / decree during the construction stage or post completion of work , shall be payable from Project Fund/ Client. However, PMC shall not charge PMC charges on such Arbitration award(s)/ court decree(s) in the favour of contractor(s)". It is requested you to kindly add this clause also as PMC is acting on behalf of Client only.	RFP term prevails.

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13	Appendix 2 (page 45-46) in RFP	Evaluation Criteria for Technical Proposal - Note	Notes: "Ongoing works will be considered for evaluation based on the certificate from the client stating clearly that the value of work completed exceeds the limits specified above. Such Client Certificate shall include the value of work completed along with the description of the project". It is requested you to kindly include the note in appendix 2 as same is already specified in notes of Work Experience / Technical Experience (clause 3.1 page 9).	Technical Eligibility. The ongoing works will not be considered in Evaluation Criteria for Technical Proposal (Appendix -2). Hence, RFP terms prevails.
14		Instructions to the Bidders - Time Schedule of Tender Pre-Bid Meeting Date & Time	It is requested to kindly share the Video conferencing (VC) link of Prebid meeting so as to attend Prebid meeting through VC.	RFP term prevails.
IV	Mail dated 19-07-2024	M/s. NBCC (India) Limited		
15	Clause 10.1 in Page No. 30 & Clause 11.33 in Page no. 42 of RFP	Clause 10.1, Page no. 30: <u>Limitation of Overall Liability</u> : Overall liability under the PMC's Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 10% of 'total contract value for 48 months' plus corrective services without any additional cost to the Employer for any faulty services arising due to reasons solely attributable to Consultant i.e. error or omission in the technical work/services performed by the Consultant in respect of the scope of services, provided that no such liability shall lie six months after the date of completion of services as defined under this Contract. <u>Clause 11.33, Page no. 42:</u> The Consultant shall remain liable for any damages due to its negligence, within the 12 months following the issuance of the provisional acceptance certificate of the contract. The amount of liability will be limited to 10% of the contract value.	Clause 10.1, Page no. 30: Limitation of Overall Liability: Overall liability under the PMC's Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 5% of 'Agency charges for 48 months' plus corrective services without any additional cost to the Employer for any faulty services arising due to reasons solely attributable to Consultant i.e. error or omission in the technical work / services performed by the Consultant in respect of the scope of services, provided that no such liability shall lie six months after the date of completion of services as defined under this contract.	RFP term prevails.
16	Clause 11.28 in Page No. 41 of 81 in RFP	If the services of required staff are not made available at proper time and in specified number, the proportionate payment shall be deducted from the bills of the Consultant.		RFP term prevails.
17		Experience of similar projects of comparable size, complexity and technical specialty. $ \\$	Please specify the maximum no. of projects required to submit.	
18	1111	Project Management Consultancy (PMC) work undertaken for building construction and allied works under any Government Organization/ Public sector units/ Autonomous bodies of Central or State Governments/Universities.		Inline with Annexure - 7 & 8 of RFP, it has been limited to Maximum of Ten (10) projects.
19		Track record of completed projects - W.r.to Time Delay	Please clarify whether of any works or similar nature works are required to submit for Track record of completed projects.	It can be any kind of work but completed project.
20		Track record of completed projects - W.r.to cost overrun	Please clarify whether of any works or similar nature works are required to submit for Track record of completed projects.	to the second of the second project.

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21	Appendix-2 in Page No. 46 of 81 in RFP	Green building Awards /certification as per GRIHA Standards - Number of Projects executed, similar in scope during last Seven (07) years. Max marks - 04 5 points each for each Project with a 5-star rating; 4 points each for each Project with a 4-star rating; 3 points each for each Project with a 3-star rating; 2 points each for each Project with a 2-star rating; 1 point each for each Project with a 1-star rating or a citation by the GRIHA or equivalent.	Please check and modify the discrepancies mentioned in the Max marks i.e. 4 and criteria for 5 points each for each Project with a 5-star rating i.e. 5.	It has been amended as - 4 marks each for each Project with a 5-star rating; 3 marks each for each Project with a 4-star rating; 2 marks each for each Project with a 3-star rating; 1 mark each for each Project with either 1 or 2 - star rating; Simillarly for IGBC certificed projects, the marks will be considered as follow- Platinum rated project - 5 Marks Gold rated Project - 4 Marks Silver rated project - 3 Marks
22	Appendix-2 in Page No. 46 of 81 in RFP	Proposed Methodology, Work Plan and Presentation - Evaluation will be based on the quality of submissions by a committee constituted by Institute. Max marks: 70	The Max. marks specified for the technical presentation seems to be very high and the tender should be evaluated as per the overall technical evaluation criteria not just for the presentation. In the CVC tenders also, the weightage given for the technical presentation is less as compared to the overall technical evaluation criteria. Thus, It is requested to check and lower the weightage and marks given for the technical presentation and modify the marks given for other parameters accordingly.	RFP term prevails.
23	Clause 1.0 in page 77 of 81 in RFP	End Date for online tender submission is 02.08.2024 and End Date for hard copy tender submission is 06.08.2024.	In view of the above queries and preparation of bid documents for online as well as hard copy submission, it is requested to extend the last date of submission by at least three weeks from the date of receipt of reply to above queries.	
٧	Mail dated 22-07-2024	M/s. Infrastructure Development Corporation Karnataka Limited (iDeCK)		
24	Clause 1.0 in page 77 of 81 in RFP	Instructions to the Bidders - Time Schedule of Tender Pre-Bid Meeting Date & Time	We request you to allow online participation for the pre-bid meeting scheduled on 22-07-2024. Kindly share the link of the video conference for the same	RFP term prevails.
VI	Mail dated 22-07-2024	M/s. IRCLASS Systems and Solutions Pvt. Ltd		
25		Project Summary Duration of Project - 36 + 12 Months of DLP = 48 Months	Kindly provide the duration to be considered for pre-tender and construction period	Pre Construction Period - Nine (09) months from the date of award of work to PMC. (i.e., from issue of LOA by IIMV to PMC to Award of contract to Construction agencies by PMC). Construction period - Twenty Seven (27) months (From Award of contract to construction agencies by PMC to Final bill of the construction agencies).

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26		The tenderer must be a Public Sector Undertaking or a Public Works Organization.	Request you to allow participation by Internationally Reputed Private Organisations. We have provided our services for some Premier Indian Institutions viz. IIT Bombay, IIT Jammu, CBRI Roorkee, IIPE Vizag, NIPER Kolkata. Kindly Consider	RFP term prevails.
27	Clause 3.0 in page 09 of 81 in RFP	Eligibility Criteria & Other Instructions The tenderer must be a Public Sector Undertaking or a Public Works Organization.	Request you to allow participation by Internationally Reputed Private Organisations. We have provided our services for some Premier Indian Institutions viz. IIT Bombay, IIT Jammu, CBRI Roorkee, IIPE Vizag, NIPER Kolkata. Kindly Consider	
28	Clause 3.1 in page 09 of 81 in RFP	Eligibility Criteria & Other Instructions - The Bidders eligible for participating in the assignment should have undertaken and completed Project Management Consultancy Services with inhouse facilities and should have capabilities for architectural, structural and MEP design works, for independent review and approval of designs and drawings, for day-to-day supervision, for monitoring progress and quality of construction, for erection and installation work, for reporting and ensuring compliance by the contractor as per the design and specifications.	Request you to relax this criteria and allow PMC to engage third party design review from reputed institutes like IIT.	RFP term prevails.
29	Clause 6.0 in page 14 of 81 in RFP	Broad Requirements of the Project	Kindly provide status of Appointment of Architects and consultants.	Appointment of Architects is in process.
30	Clause 6.3 in page 14 of 81 in RFP	Area Statement	Kindly provide details of the building in terms of no. of floors and height.	Refer Corrigendum - 1.
31	Clause 8.1.2 in page 18 of 81 in RFP	Peer Review: The PMC shall review, certify and revalidate the planning and design of civil and MEP services submitted by the Consultants (Architects and urban designers) engaged by the Institute/Architect for proof check/peer review to provide verified/proof-checked working documents to the Contractor. Proof check/peer review shall also be done for the basis of design, factors influencing the design and a review of the outline design criteria, technical specifications proposed for the work, Preliminary General Arrangement Drawings (GAD) and Single Line Diagrams (SLD), the details of measurements (take-off sheets) and the Bill of Quantities prepared by the Architectural consultants and urban designers appointed by the Institute.	Can PMC engage third party for this activity?	RFP term prevails.
32	Clause 8.2.1 in page 20 of 81 in RFP	The PMC shall prepare the Project Program in suitable software for monitoring the Project	Kindly confirm the software's for this purpose. Also confirm if BIM Modelling is part of the scope of Architect and whether the cost of the software license is to be borne by PMC or provided by client.	 The software intended are Microsoft Project, Primavera or any other software tool convenient for the PMC. BIM is not in the scope of Architect & PMC.
33	Clause 8.3.18 in page 26 of 81 in RFP	The PMC shall prepare O&M manuals for the completed Project(s) highlighting the important and salient technical aspects to achieve a longer Project life and smaller maintenance frequency. PMC shall also train the Institute's personnel in operation and maintenance of the Project assets based on the Manuals so prepared	O&M manuals are usually prepared by Contractors and vetted by PMC for completeness and accuracy. Kindly clarify	RFP term prevails.

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34		I. By the Institute (IIMV): The Institute may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement	Kindly consider 30 days instead of 15 days	RFP term prevails.
35	Appendix - 2A (Page 47 of 81 in RFP)	Minimum staffing Requirements - During Pre - Construction Phase	Please provide duration to be considered for this.	Pre Construction Period - Nine (09) months from the date of award owork to PMC. (i.e., from issue of LOA by IIMV to PMC to Award of contract to Construction agencies by PMC).
36	Appendix - 2B (Page 47 of 81 in RFP)	Minimum staffing Requirements - During Construction Phase	Kindly provide duration to be considered for this so that duration for 2A and 2B totals to 36 months.	Construction period - Twenty Seven (27) months (From Award of contract to construction agencies by PMC to Final bi of the construction agencies).
37	Appendix - 2C (Page 47 of 81 in RFP)	Minimum staffing Requirements - During Post - Construction (Defect Liability period)	Is full time deployment required for DLP period?	The staff mentioned in Appendix - 2C shall be deployed for entir DLP (Defect Liability Period - 12 months) on full time basis in the site.
VII	Mail dated 22-07-2024	M/s. WAPCOS LIMITED		
38	Clause 3.1 in page 10 of 81 in RFP	<u>Financial Turnover</u> The firm should not have posted losses (of any kind) in any year during last three successive financial years.	Based on general practice and the CPWD Works Manual 2014, the requirement typically specifies that the contractor should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2024. We believe that this adjustment aligns more closely with industry standards and allows for a fair assessment of our capabilities	RFP term prevails.
VIII	Mail dated 22-07-2024	M/s. Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIA	AML)	
39		The tenderer must be a Public Sector Undertaking or a Public Works Organization	Can a "Joint Venture of Govt. of Andhra Pradesh" be qualified? Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML) directors can be seen at website https://www.apurban.com/directors.php	RFP term prevails.
40	Appendix - 2A, 2B (Page 47 of 81 in RFP)	Appendix 2A The Staffing Requirements are from disciplines Civil / Electrical & Mechanical Engineering.	We understand that the permanent staff requirements during preconstruction is as per Annexure 2A.	RFP term prevails.
41	Annexure - 9	CV's of staff available with Applicant The indicative fields of specialization of key staff are architecture, civil and structural engineering, mechanical, electric, electronic and communication engineering, environmental conservation, water and sewerage engineering, financial planning, legal and regulatory affairs etc.		RFP term prevails.
IX	Mail dated 23-07-2024	4 M/s. STUP Consultants Pvt. Ltd		
42	Clause 10.1 in Page 30 of 81 in RFP	Limitation of Overall Liability	Indirect Losses of the Consultant is not capped under the Contract. Therefore, we request to kindly add the following clause in the General Terms and Conditions of the Engagement (Cl. 10.1): "Liability of Consultant: (a) Notwithstanding anything to the contrary provided in the offer, Consultant shall not be liable to the IIM Visakhapatnam for any loss of revenue, loss of	RFP term prevails.
			profit, loss of production, loss of contracts, loss of use, loss of business, third part punitive damages or loss of business opportunity or any indirect, special or consequential loss or damage."	

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43	Clause 3.1 in page 10 of 81 in RFP	Financial Turnover The firm should not have posted losses (of any kind) in any year during last three successive financial years.	We request you to kindly amend the clause as under: The firm should not have posted losses (of any kind) in 2 years during the last 05 successive financial years.	RFP term prevails.
44	Clause 11.18 in page 34 of 81 in RFP	all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such	Please Amend As Follows: The Institute, by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder (except the payments for the services already rendered), if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.	RFP term prevails.
45	Clause 11.23.1 in page 38 of 81 in RFP	maintain at their (or the Sub-Consultants, as the case may be) own cost but on	Please amend as follows: Take out and maintain, and shall cause any Sub-Consultants to take out and maintain at their (or the Sub-Consultants, as the case may be) own cost by the Institute, insurance against the risks, and for the coverage's, as specified below; and	RFP term prevails.
46	41 of 81 in RFP	settled amicably, the Employer shall stand empowered, at its sole discretion, to refer the dispute for Arbitration to a third-party Arbitrator to adjudicate upon the dispute, in accordance with the Indian Arbitration and Conciliation (Amendment) Act 2015 (Act 3/2016) or any statutory modification or re-enactment thereof and the rules made thereunder for the time being inforce and the same shall be binding on the Consultant. The costs of arbitration shall be borne by the parties, equally. All disputes pertaining to the Contract	Please amend as follows: In the case of any dispute arising from or in relation to or in connection with the Contract between the Employer and the Consultant, which has not been settled amicably, the Parties at its sole discretion, refer the dispute for Arbitration to a mutually appointed arbitrator to adjudicate upon the dispute, in accordance with the Indian Arbitration and Conciliation (Amendment) Act 2015 (Act 3/2016) or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in-force and the same shall be binding on the Consultant. The costs of arbitration shall be borne by the parties, equally. All disputes pertaining to the Contract shall be subject to the jurisdiction of civil courts in the city of Visakhapatnam, Andhra Pradesh.	RFP term prevails.
47	Page No. 1 of RFP	Submission of Deadline for Applications/Proposal: 02/08/2024; 15:00 Hrs		