

**RFP / EoI open only for Central Public Sector Undertakings (CPSUs) eligible as per Rule 133(3) of GFR, 2017 for selection of Agency as Project Management Consultant (PMC) for Construction & Development of various infrastructure works at IIIT Nagpur to be undertaken under EPC Mode**  
**(REF NO.: IIITN/RFP/PMC-PII/2024-25/2 dated 11<sup>th</sup> June 2024)**  
**(Date of Pre-Bid Meeting : 20<sup>th</sup> June 2024)**

21<sup>th</sup> June 2024

Queries and Clarifications

Sr. No.	Particulars / Query / Suggestion	Response of the Institute
1	<p><b>Request for Incorporation of “Indemnity Clause”</b>            Clause 5.0 Indemnity: Clause 9. SCOPE OF WORK AND SPECIFIC TERMS &amp; CONDITIONS Sub Clause 8</p>	<p>As indicated in Clause 13, the Institute shall be signing the Agreement with selected Bidder wherein additional clauses shall be incorporated as per requirement of the Institute.</p>
2	<p><b>Dispute Resolution:</b> Bidder requests to <b>kindly incorporate</b> the said clause as under:</p> <p>“In cases of any differences, the same shall be resolved by mutual discussions and agreement, within a time period of 30 days. However, if the dispute is not resolved mutually between the parties, the following shall apply for resolution of disputes:</p> <p>In the event of any dispute that may arise between IIIT NAGPUR and CPSU, the Office Memorandum dated 14th December, 2022; DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 shall be made applicable.</p> <p>As regards any arbitration or litigation initiated by the IIIT NAGPUR against the contractor(s) engaged by PMC for IIIT NAGPUR for the Project or any arbitration or litigation initiated by such contractors(s) against the IIIT NAGPUR/ PMC, it shall be the responsibility and liability of the IIIT NAGPUR to pay all fees/expenses in relation to such arbitration/ litigation case (including all expenses, award/order/judgment/decree, arbitrators’</p>	<p>As indicated in Clause 13, the Institute shall be signing the Agreement with selected Bidder wherein additional clauses shall be incorporated as per requirement of the Institute.</p>



	<p>fees, lawyers' fees etc.). In the event the contractor(s) have not implemented the IIIT NAGPUR in the dispute, the IIIT NAGPUR, being a necessary party, shall take all necessary steps to get itself implemented as a party to such dispute. All the expenses towards such arbitration or litigation (including all expenses, award/order/judgment/decreed, arbitrator's fees, lawyers' fees etc.) shall be payable from the Project Account and fund in the Project Account shall be made available by the IIIT NAGPUR promptly. Such payments will be in addition to the payments made to the contractor(s) for execution of work. PMC shall have no liability to pay any such amount on this account. In addition to the above, the cost of PMC's efforts shall also be reimbursed by the IIIT NAGPUR to PMC at the man-hour rates of PMC.</p> <p>However, in the event of any third-party litigations against IIIT NAGPUR by contractor(s) other than those engaged by PMC for the IIIT NAGPUR under this Agreement or any other third-party disputes, PMC shall be solely responsible for handling the same and PMC shall have no liability whatsoever on this account and shall not be made party to such disputes."</p>	
3	<p><b>Clause 9. SCOPE OF WORK AND SPECIFIC TERMS &amp; CONDITIONS Sub Clause 28:</b> Bidder requests IIIT Nagpur to <b>kindly modify</b> the clause as below:</p> <p>"Selected PMC shall ensure that the Contractor(s) deployed by them shall implement required Health, Safety &amp; Environmental (HSE) Practices at the Construction Site and they also comply with all statutory obligations related to workmen deployed at the Construction Site. PMC will act as "Principal Owner" in respect of all Statutory Obligations related to the workmen deployed by the <b>PMC</b> at the site in execution of the work."</p>	There will not be any change in the stipulated clause / condition.
4	<p><b>Limitation of Liability:</b> Bidder requests Client to <b>kindly incorporate</b> the said clause as below:</p> <p>"Liability of the Consultant: Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying</p>	As indicated in Clause 13, the Institute shall be signing the Agreement with selected Bidder wherein additional clauses shall be incorporated as per requirement of the Institute.



	out the Services, the aggregate liability of the Consultant under this Contract including for all guarantees & warranties shall be limited to 5% (Five percent) (to be mentioned by the indenter) consultancy of the Contract Price.”	
5	There is no mention of the <b>Fund Management Process of Project Account</b> and periodic replenishment of the same by IIIT Nagpur. The same shall be required for making payments to execution contractors and effective project management.	<p><b>The RFP/EoI stipulates that the selected PMC shall submit the detailed break-up of the Payment Schedule according to which the payment shall be released to the EPC Contractor / Sub-Contractors.</b> This Payment Schedule shall be approved by the Institute.</p> <p>As stated in the RFP/EoI, the PMC shall submit the Running Bill strictly in accordance with the Approved Payment Schedule on Quarterly Basis dully signed by its Authorized Signatory along with all the requisite documents. These submitted RA Bills shall be scrutinized and the Institute shall arrange for release of the payment towards said RA Bills.</p> <p>Accordingly, there will not be any change in the stipulated clause / condition.</p>
6	<b>Clause no.14- Mobilization Advance and Payment Schedule:-</b> "The Institute shall scrutinize and arrange for release of the payment towards RA Bills as per agreed terms and conditions (to be detailed in the Agreement). Since the tenders are to be invited by the PMC and execution contractors are also to be appointed by PMC, payments to the contractors shall be done by PMC from the Project Account. However, <b>the stated clause is in stark contradiction to the standard methodology adopted for similar projects. IIIT Nagpur is requested to kindly clarify the above anomaly.</b>	<p>There appears no contradiction in the stated clause. The tenders are to be invited by the PMC and execution contractors are also to be appointed by PMC. Accordingly, the payments to the contractors shall be done by PMC from the Project Account.</p> <p>As stated in the RFP/EoI, the PMC shall submit the Running Bill strictly in accordance with the Approved Payment Schedule on Quarterly Basis dully signed by its Authorized Signatory along with all the requisite documents. These submitted RA Bills shall be scrutinized and the Institute shall arrange for release of the payment towards said RA Bills.</p> <p>Accordingly, there will not be any change in the stipulated clause / condition.</p>
7	<b>Payment Terms:</b> Bidder requests IIIT Nagpur to incorporate "Payment Terms" for disbursement of PMC Fee.	<p>The Payment Terms for disbursement of PMC Fee are provided in Clause 14 i.e. Mobilization Advance and Payment Schedule.</p> <p>It is clarified that as indicated in the RFP / EoI Document, the PMC shall submit the Running Bill strictly in accordance with the Approved Payment Schedule on Quarterly Basis dully signed by its Authorized Signatory along with all the requisite documents. <b>The Running Bill shall include the PMC Fees.</b></p>



**Termination:** Bidder requests to **kindly incorporate** the said clause as below:

“IIIT NAGPUR may, at any time, should IIIT NAGPUR deem it necessary to do so, terminate this Agreement forthwith by giving 30 (thirty) days written notice to PMC.

In the event of termination pursuant to above, IIIT NAGPUR shall also have the right to get the balance Works executed through the contractor(s) previously engaged by PMC on behalf of IIIT NAGPUR or by alternate methods. In such event, PMC shall handover to IIIT NAGPUR unused materials, stores [for which payment has been made to PMC/ contractor(s)]. PMC shall also refund the un-utilized / unaccounted funds lying in project account at the time of termination of Agreement.

8 Termination of this Agreement shall not relieve either party of their obligations imposed by this Agreement with respect to the Services/Works performed by either party prior to such termination.

In the event of termination pursuant to above, IIIT NAGPUR shall pay to PMC for all the Services/Works performed by PMC under this Agreement up to the date of termination such compensation as may be mutually agreed upon and proportionate to the percentage progress of Services as indicated in the latest progress report submitted along with cost of Works as per respective contractors.

IIIT NAGPUR shall also reimburse such additional expenses, which PMC may incur for orderly winding up of the Services/Works, which shall be operated based on mutual discussions/ agreement only.

PMC may terminate this Agreement by giving 30 (thirty) days written notice to IIIT NAGPUR in the event of breach of payment obligation or any other material breach by IIIT NAGPUR.”

As indicated in Clause 13, the Institute shall be signing the Agreement with selected Bidder wherein additional clauses shall be incorporated as per requirement of the Institute.



9	<p><b>Clause 9. SCOPE OF WORK AND SPECIFIC TERMS &amp; CONDITIONS Sub Clause 64:</b> Bidder requests IIIT NAGPUR to delete the clause.</p>	<p>There will not be any change in the stipulated clause / condition.</p>
10	<p><b>Clause 9. SCOPE OF WORK AND SPECIFIC TERMS &amp; CONDITIONS Sub Clause 70:</b> Bidder requests IIIT Nagpur to <b>kindly modify</b> the clause as under:</p> <p>“The Project Management Consultant shall not be entitled to any payment or remuneration, over and above the quoted services on account of any delay attributable to Project Management Consultant”</p>	<p>There will not be any change in the stipulated clause / condition.</p>
11	<p><b>Clause No.15 - Performance Guarantee:-</b> Bidder would like to convey IIIT NAGPUR that as per standard industry practices adopted for similar projects, the PBG of the PMC is a % of its consultancy charges. However, as per the Clause mentioned in the EoI cum RFP document, applicability of PBG on Project cost is in variance with standard practices and in our opinion unwarranted, which may lead to huge financial implication on the fees quoted by prospective bidders.</p> <p>Bidder request IIIT Nagpur to kindly consider PBG / SD amount as 3% of the Final Consultancy Charges in line with the latest DPE Memorandum.</p>	<p>The Institute needs to safeguard its interest against delay / non-completion of the works to be undertaken by the PMC and therefore the standard 10% Performance Security for the entire Project Cost has been considered.</p> <p>However, on the basis of discussions had during the Pre-Bid Meeting, the following changes are being incorporated in the RFP/EoI Document:</p> <p><b>“The Bidders are advised to note that the Successful Bidder would have to deposit 10% of the Total Service Charges to be paid to the PMC Agency as Performance Guarantee for providing the services in accordance with this RFP/EoI.</b></p> <p><b>It is clarified that the Successful Bidder would have to deposit 10% of the Total Service Charges on the Actual Project Cost discovered after finalization of the EPC Contract.</b></p> <p>The Performance Guarantee Clause stands modified as above and accordingly the related relevant terms &amp; conditions also stands modified to that extent.</p>



12	<p><b>Forced Majeure:</b> Bidder request IIIT NAGPUR to <b>kindly incorporate the “Forced Majeure” Clause</b> as under:</p> <p>a. Any delay in or failure of performance by either party to this contract, shall not constitute default hereunder or give rise to any claims for damages/compensation against said party if and to the extent caused by matters beyond the control of said party, including, but not limited to, acts of God, epidemic/pandemic, general strikes or other concerned acts of workmen, lockouts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extra ordinary severe weather and civil commotion.</p> <p>b. Both parties shall keep a record of circumstances referred to above which are responsible for causing delays in the execution of the services and shall give notice to the other party of any such cause as soon as it occurs. An event of Force Majeure where so ever it occurs, provided it affects either party in fulfilling its obligations under this contract, will justify the affected party’s claim of Force Majeure. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for one month, the parties shall consult with each other regarding the future execution of the contract and if no satisfactory solution is arrived at between the parties within a period of two months, either party shall have the right to terminate this contract.</p>	<p>As indicated in Clause 13, the Institute shall be signing the Agreement with selected Bidder wherein additional clauses shall be incorporated as per requirement of the Institute.</p>
13	<p><b>General:</b> As bidder is one of the recognized agencies of Govt. of India engaged in similar works. Since the tender was published recently and in such a short span of time it may not be possible to attend the pre-bid meeting physically as scheduled on 20.06.2024. Hence, it is requested to allow participation of prospective bidders through video conferencing also.</p>	<p>The Institute has allowed the participation from the Prospective Bidders through Oline Link who have requested for the same. However, Private Organizations, not eligible for participation in the RFP/EoI Process, would not be eligible for participation in the Pre-Bid Meeting.</p>
14	<p><b>General:</b> We request you for an extension to the bid submission due date by a minimum period of 20 days from the date of issuance to the queries issued by prospective bidders so as to enable us to submit the most responsive bid.</p>	<p><b>Considering the request of the prospective Bidders, the last date for submission of the Bid has been extended to 16-07-2024 (2 PM).</b></p> <p><b>Bidders are requested to note that no separate corrigendum shall be issued by the Institute to this effect.</b></p>



15	Specific clauses pertaining to Payment terms of PMC fee, Limitation of Liability of PMC and Arbitration/Litigation with execution contractors are not mentioned in the RFP document.	<p><u>Payment Terms of PMC Fees:</u> Indicated in Clause 14 “Mobilization Advance &amp; Payment Schedule”.</p> <p><u>Limitation of Liability of PMC:</u> As indicated in Clause 13, the Institute shall be signing the Agreement with selected Bidder wherein additional clauses shall be incorporated as per requirement of the Institute.</p> <p><u>Arbitration/Litigation with Execution Contractors:</u> The selected PMC shall have to incorporate suitable arbitration / litigation clause with execution contractors in the EPC Contract to be entered with the selected EPC Contractor.</p> <p>As stipulated in Clause 13 “Signing of Agreement”, the Institute shall be incorporating arbitration / litigation clause in the Agreement to be signed with selected PMC Agency.</p>
16	Clause 6 P.No - 8 INDICATIVE PROJECT COST AND IMPLEMENTATION SCHEDULE - It is requested to provide the stage wise Project Time Schedule ( i.e. pre-construction stage + construction stage) as clarity is not there in the RFP about the same.	<p>Please refer Point No. 17 (Page 12 of 39) which specifically stipulates that the PMC shall prepare the Detailed Project Report containing milestones and commensurate activities to be accomplished against each Milestones.</p> <p>Further, please refer Point No. 32 (Page 14 of 39) which stipulates that the selected PMC shall prepare and submit to the Institute an Integrated Programme Chart (the Base Line Programme) for the execution of work showing clearly all activities from the start of work to completion with details of manpower and other input information required for the fulfilment of the timelines given therein.</p> <p>The RFP / EoI is self-explanatory and accordingly, there will not be any change in the stipulated clause / condition.</p>
17	Clause 55 P.No. 16 - It is requested to amend the mentioned clause as "Any defects discovered and brought to the notice of the PMC during the Project Execution Period shall be rectified by the Contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor."	<p>The selected PMC shall have to incorporate suitable provisions in the EPC Contract to be entered with the selected EPC Contractor.</p> <p>For the Institute, the primary responsibility for the works shall be with PMC and accordingly, there will not be any change in the stipulated clause / condition.</p>



18	Clause 14.h P. No. 23 MOBILIZATION ADVANCE AND PAYMENT SCHEDULE - It is requested to remove the said clause.	<p>In accordance with the discussions had during the Pre-Bid Meeting, the following is added to Clause 14:</p> <p>“The Selected PMC would have option of not opting for Mobilization Advance from the Institute. In that case, the PMC would not have to provide any Bank Guarantee.”</p> <p>There will not be any change in the rest of the Clause 14.</p>
19	Clause 14. P. No. 23 MOBILIZATION ADVANCE AND PAYMENT SCHEDULE - It is requested to provide the detailed payment schedule according to which the payment shall be released to the selected PMC after award of the work.	<p><b>The RFP/EoI stipulates that the selected PMC shall submit the detailed break-up of the Payment Schedule according to which the payment shall be released to the EPC Contractor / Sub-Contractors.</b> This Payment Schedule shall be approved by the Institute.</p> <p>As stated in the RFP/EoI, the PMC shall submit the Running Bill strictly in accordance with the Approved Payment Schedule on Quarterly Basis dully signed by its Authorized Signatory along with all the requisite documents. These submitted RA Bills shall be scrutinized and the Institute shall arrange for release of the payment towards said RA Bills.</p> <p>Accordingly, there will not be any change in the stipulated clause / condition.</p>
20	It is requested to consider Private Organizations in the Tendering Process	<p>The RFP/EoI is open only for Central Public Sector Undertakings (CPSUs) eligible as per Rule 133(3) of GFR, 2017 for engagement as PMC.</p> <p>However, the Tender for construction &amp; development of various infrastructure works at IIIT Nagpur to be undertaken under EPC Mode shall be open to all interested and eligible parties.</p>





21	<p>The work experience of these may also please be modified as following:- "The bidder should have satisfactorily completed as PMC Agency the construction works for at least One Institution of National Importance viz. IIT / NIT / IIIT / any other CFTI / <b>Educational Institutes / Universities</b> during the last Five (05) years ending previous day of last date of submission of tenders".</p>	<p>There will not be any change in the stipulated clause / condition.</p>												
22	<p>Participation of Schedule B Category-I Mini-Ratna firms may also please be allowed.</p>	<p>The Institute has not restricted participation of only Schedule "A" Mini Ratna CPSU for the RFP/EoI. Schedule B CPSU may also participate. The stated clause only stipulates marks to be awarded while evaluating the Proposals under QCBS.</p> <p>However, in accordance with the discussions had during the Pre-Bid Meeting, the Clause 12(3) stands modified as under:</p> <table border="1" data-bbox="730 727 2018 986"> <thead> <tr> <th data-bbox="730 727 815 839">Sr. No.</th> <th data-bbox="815 727 1167 839">Description</th> <th data-bbox="1167 727 1653 839">Evaluation Criteria</th> <th data-bbox="1653 727 1845 839">Parameter Wise Marks</th> <th data-bbox="1845 727 2018 839">Maximum Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="730 839 815 986" rowspan="2">3</td> <td data-bbox="815 839 1167 986" rowspan="2">Schedule "A" Mini Ratna Status</td> <td data-bbox="1167 839 1653 916">No Schedule "A" Mini Ratna Status</td> <td data-bbox="1653 839 1845 916">5</td> <td data-bbox="1845 839 2018 986" rowspan="2">10</td> </tr> <tr> <td data-bbox="1167 916 1653 986">Schedule "A" Mini Ratna Status</td> <td data-bbox="1653 916 1845 986">10</td> </tr> </tbody> </table>	Sr. No.	Description	Evaluation Criteria	Parameter Wise Marks	Maximum Marks	3	Schedule "A" Mini Ratna Status	No Schedule "A" Mini Ratna Status	5	10	Schedule "A" Mini Ratna Status	10
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3	Schedule "A" Mini Ratna Status	No Schedule "A" Mini Ratna Status	5	10										
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23	<p>The date of Pre-bid Meeting may please be extended for at least a week.</p>	<p>There will not be any change in the stipulated clause / condition.</p>												
24	<p>In order to have wider &amp; competitive participation of bidders, the Pre-bid meeting may please be conducted on Online platforms like Zoom / Webex / Skype / Microsoft Teams etc.</p>	<p>The Institute has allowed the participation from the Prospective Bidders through Oline Link who have requested for the same. However, Private Organizations, not eligible for participation in the RFP/EoI Process, would not be eligible for participation in the Pre-Bid Meeting.</p>												



25	The Arbitration clause of the tender may please be replaced with the following: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSEs) / Port Trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE 0M No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 dated 22.05.2018".	There will not be any change in the stipulated clause / condition.
26	<b>Clause 8-1:</b> We request you to kindly consider International Reputed Private Organizations.	There will not be any change in the stipulated clause / condition.
27	<b>Clause 8-2:</b> We request the Authority to give the Relaxation in the clause and modify the clause as (The Average Annual Financial Turnover of the Bidder during the Financial Years 2020-21, 2021-22 and 2022-23 should be at least Rs. 95 Crores	There will not be any change in the stipulated clause / condition.
28	<b>Clause 8-4:</b> We request you modify the clause as: The Bidder should have satisfactorily completed/ <b>Ongoing</b> as PMC Agency the construction works for at least One Institution of National Importance viz. IIT / NIT / IIIT or any other CFTI during the last Five (05) years ending previous day of last date of submission of tenders.	There will not be any change in the stipulated clause / condition.
29	<b>Bid Submission Due date – 01/07/2024</b> - To Prepare the quality technical document we request you to Please Extend the due date by 15-20 days.	<b>Considering the request of the prospective Bidders, the last date for submission of the Bid has been extended to 16-07-2024 (2 PM).</b>

The RFP / EoI No.: IIITN/RFP/PMC-P11/2024-25/2 dated 11<sup>th</sup> June 2024 stands modified in accordance with the above clarifications. No separate addendum / corrigendum shall be issued by the Institute separately in the context of above clarifications. All the other conditions of the RFP / EoI shall remain same.

**Dr. O.G. Kakde**  
Director