

*Name of Work:* **PROJECT MANAGEMENT CONSULTANCY SERVICES (PMCS) FOR CONSTRUCTION OF MULTISTORIED BUILDING “SURYA” AT THE PREMISES OF INDIAN INSTITUTE OF ASTROPHYSICS CAMPUS, BANGALORE.**

Tender Notice No: **05/IIA/SURYA/CIVIL/PMCS/2009**

**CORRIGENDUM**

<b>Sl.no</b>	<b>Clause as per tender document</b>	<b>Clause to be read as / modified as</b>
<b>1.</b>	Clause 4.1.8 page 9 /41 Check the adequacy of drawings and details	The PMCS shall carry out Proof checking of all the designs, drawings and details of structural, electrical and HVAC and fully responsible for certification on conformance w.r.t design calculations and drawings ensure compliance with codes, standards and legislation, as applicable and make available the proof check calculations to the institute.
<b>2</b>	Clause 4.1.9 page 9/41 Prepare specifications, contract documents and deliverables.	Check the adequacy of the specifications, Tender/ contract documents and deliverables submitted by the architect and suggest modifications if any .
<b>3</b>	Clause 4.1.11 page 9/41 The institute will call for tenders for the construction of building inclusive of all facilities and amenities. The PMCS shall also assist in the preparation of the comparative statement of the offers received from building firms. Assist the institute in identifying the contractor.	The institute will call for tenders for the construction of building inclusive of all facilities and amenities. The PMCS shall prepare the comparative statement of the offers (Technical and commercial bids) received from bidders, assist the institute in evaluating tenders and prepare tender recommendations for award of contract for the consideration of the institute.
<b>4</b>	Clause 4.1.13 page 10/41 Prepare contract documents for execution and also Submit tender evaluation report.	Deleted

<b>Sl.no</b>	<b>Clause as per tender document</b>	<b>Clause to be read as / modified as</b>
<b>5</b>	Clause 4.2.21 page 12/ 41 Shall keep a track of permissions required from local authorities and get revalidated whenever necessary.	Deleted
<b>6</b>	Clause 4.2.23 page 13/ 41 The PMCS shall make their own arrangements at no extra cost to the Institute for instruments/equipments such as theodolites, leveling instruments, prismatic compass, chain, measuring tapes, plain tables and ranging rods, such other equipments / instruments including tents for shelter for the staff of PMCS, etc.	The PMCS shall ensure that only proper measuring, testing instruments and equipment with valid calibration are used at site by the various agencies.
<b>7</b>	Clause 4.4.9 page 15/ 41 Shall co-ordinate with all agencies working at site, liaison with local authorities for proper permissions / commencement certificate / completion certificate, etc.	Shall co-ordinate with all agencies working at site, check the drawings, documents and actual work done at site and confirm their compliance with the relevant building byelaws and revised CDP of local authorities such as BBMP and BDA.
<b>8</b>	Clause 13 (a) (ii) page 20/ 41 The Value of the portion / part of the work already completed on the day of issue of letter of intent / work order to PMCS shall be worked out by the Engineer –in –charge, as per the bills paid to the contractor falling under the scope of this contract and same will be reduced from the completion cost for calculating the actual fees to be paid to PMCS.	Deleted
<b>9</b>	Clause 13 (a) (iv) page 20/ 41 The PMCS shall furnish break up details for their offer clearly indicating the number of Engineers, their grade, salaries, profit and overheads, etc: considered in their offer.	Deleted

Sl.no	Clause as per tender document	Clause to be read as / modified as
10	A new Clause 13 (b) (1) to be introduced. page 20/41	<p><b>Pre-construction period:</b> 9% (Nine Percent) of the total amount payable to the Project Management Consultant based on the estimated cost will be paid during the preconstruction period up to handing over of the site to the contract agency.</p> <p>The total 9% of the amount payable to the PMC as arrived above will be paid as under:-</p> <p>i) 3% will be paid on scrutiny of detailed estimate, preliminary drawings and designs for preparation of BOQ.</p> <p>ii) 3% will be paid on tender recommendation (after scrutiny of BOQ, arranging for Pre bid meetings &amp; preparations of minutes for issue of tender documents to agencies; scrutiny of tenders, preparation of comparative statements and tender recommendations.)</p> <p>iii) 3% will be paid after ‘Good for Construction drawing’ as furnished by the Architects are verified and certified for issue to the contractor.</p>
11	Clause 13 (b) page 20/41	Clause 13 (b) (2) page 20/41
12	<p>Clause 13 (c) page 20/41</p> <p>On completion of Work - 10% of fees. (i.e., after finalization of final bills of construction contractors)</p>	<p>On completion of Work - 6% of fees. (i.e., after finalization of final bills of construction contractors)</p>
13	<p>Clause 13 (d) page 20/41</p> <p>On completion of rectifications - Balance 10% of fees. (Arising out of inspection for handing over / taking over &amp; facility handing over to Users and completion of defect liability period).</p>	<p>Balance fees after rectification of all defects and on completion of defect liability period.</p>

<b>Sl.no</b>	<b>Clause as per tender document</b>	<b>Clause to be read as / modified as</b>
<b>14</b>	<p>Clause 14 page 21/41 (Last sentence).</p> <p>Electricity for Lights, Fan, PC. Etc. for the site office will have to be arranged by PMCS.</p>	<p>Metered Electricity for Lights, Fan, PC. Etc. for the site office will be provided at one point on chargeable basis.</p>
<b>15</b>	<p>A new Clause 1.5.1 (a) to be introduced. page 26/41</p>	<p>In case it is proposed to outsource certain services in certain areas / fields the details of the sub agencies shall be provided in the same format as 1,2 &amp; 3 of page 26/41 &amp; 27/41.</p>
<b>16</b>	<p>A new Clause 10 to be introduced in page 4/41 under <b>Nature of building facilities.</b></p>	<p>A concept of GREEN BUILDING with LEED rating as GOLD is envisaged in the design.</p>
<b>17</b>	<p>The sentence:</p> <p>The last date of submission of bid is <b>20-05-2009 on or before 3:00 pm.</b></p> <p>Pages 5/41, 25/41 &amp; 29/41</p>	<p>The last date of submission of bid is <b>24-06-2009 on or before 3:00 pm.</b></p>

**Clarification on questions raised during Pre bid meeting  
held on 06-05-2009 at IIA campus , Koramangala ,Bangalore.**

Sl.no	Questions of pre-bid meeting held on 06-05-2009	Clarifications
1.	Please clarify whether tender documents to be prepared on “EPC contract or Lump sum contract” basis as it is indicated that the PMCS shall study and scrutinize the drawings submitted by the builder Clause 4.1.2 page 9/41	The construction contract/s shall be item rate composite contract or lump sum contract with single agency or multiple agencies as (to be) decided by the institute at appropriate time.  The drawings from the builder refers to the shop drawings or any other drawings to be given by the builder if necessary on the methods and strategies to be adopted or corrections required due to site conditions during construction stage.
2.	Please clarify whether the scope of PMCS also includes recording the day to day field measurements for the above project. Clause 4.2.8 , 4.2.9 & 4.2.12 Of page 10 / 41, 11/ 41	YES: Day to day field measurements are needed.  Day to day field measurements need to be recorded for verification of the quantum of work done and to conform that the consumption of materials in the work (cement, steel etc.) are as per the theoretical requirement.
3	Laboratory set up for the quality control tests. Please confirm that the relevant Quality Control Tests and Testing of all materials shall be conducted at the laboratory set up / organized by the respective Contractors for the above project Clause 4.3.1 & 4.3.2 page 13 /41	Setting up laboratory facilities for sampling, testing of materials at site shall be in the scope of the respective agencies / contractors / builder. PMC shall verify their inclusion in the tender documents and ensure their quality and adequacy at site.
4	Please elaborate the scope of “Value engineering” in PMCS. Clause 4.4.16 page 16 /41	PMCS to review the design and drawings, for cost effectiveness and to suggest modifications / solutions based on performance, functionality and as per site conditions.

Sl.no	Questions of pre-bid meeting held on 06-05-2009	Clarifications
5	<p><b>Please confirm the following deliverables in PMCS:</b></p> <p><u>Submission of reports:</u></p> <p><u>Pre-tender stage:</u> – 2 sets of draft tenders.</p> <p><u>Post-tender stage:</u> – Reports, descriptive notes and specifications, if any, will be supplied to Client up to a maximum of 6 (six) copies each. Any additional copies over and above will be supplied at Rs. 200/-(Rupees Two Hundred only) per drawing and Rs. 5/-(Rupees Five only) per sheet of notes.</p>	<p>Tender documents to be prepared by the architects and to be wetted by PMCS.</p> <p>Accepted.</p>
6	<p>Kindly indicate the status of work already completed for the above project.</p> <p>Clause 13 (a) (ii) page 20/ 41</p>	<p>Clause 13 (a) (ii) page 20/ 41 is deleted</p> <p>However the status of the work is as below.</p> <p>Architects are appointed for the project. Preliminary drawings for obtaining approval from statutory bodies are prepared and submitted</p> <p>NOC from pollution control board is obtained.</p> <p>NOC from airports authority, BESCO, BWSSB and FIRE department are under process.</p> <p>As the organization is under the government of India, BBMP has allowed to proceed with the construction subject to compliance with all relevant rules / byelaws in vogue.</p>
7	<p>Please explain the AHR / ALR items indicated.</p> <p>Clause 13.(a).(iii) page 20 /41</p>	<p>AHR &amp; ALR refers to abnormally high and abnormally low rate items of contract. For further clarification refer to CPWD WORKS manual.</p>

Sl.no	Questions of pre-bid meeting held on 06-05-2009	Clarifications
8	<p>Please confirm that all our payments against the indicated stages of Payment shall be paid within <u>15 days</u> of submitting invoice and final payment within <u>30 days</u> of submitting invoice.</p> <p>Monthly Bills not paid within 15 days of submission to the Client shall attract interest @ 18% p.a. Please confirm the above.</p>	<p>Efforts will be made to make the payment in a reasonable time frame.</p> <p>Not acceptable.</p>
9	<p><b><u>I.T. deduction:</u></b> Whenever Income tax is deducted from the payments due to the PMC, a certificate for such deduction shall be issued to the PMC within one month from the date of such deduction, failing which, the amount so deducted shall be payable to the PMC within the next 15 days.</p> <p>Also any additional or new taxes direct or indirect tax imposed by Centre/State Governments or any other authority on payment due to the PMC, shall be paid extra to Consultants over and above the fees to be quoted in Price Bid format. Please confirm.</p>	<p>TDS certificate will be issued for tax deducted at source without delay.</p> <p>The committee constituted by the director will review such claims.</p>
10	<p>For the extended period of contract, the PMC shall exercise the option of reducing the number of engineers to be deployed, as the monthly payment to PMCS is reduced to 60% of the Total Fees payable for Project Management Consultancy. Please confirm the same.</p> <p>Refer Clause “Payment beyond stipulated time” on page 21 / 41 of Tender Document.</p> <p style="text-align: center;">OR</p> <p>Instead of the existing clause, we request the following.</p> <p>“Incase, the project is not completed</p>	<p>Not acceptable.</p> <p>No Change in the Clause.</p>

	<p>within the stipulated period due to no fault of PMC, then the PMC shall be paid pro-rata additional fees and escalation in the fees / rates @ 15% p.a. for the extended period”.</p>	<p>Not acceptable.</p>
<p><b>11</b></p>	<p>Office space of 4m x 3m is said to be provided by the client, whereas all other services to be arranged by the PMC. It is requested that a fully furnished office is to be provided by Client / Contractor.</p> <p>Refer Clause 14 on page 21 / 41 of Tender Document.</p>	<p>Not acceptable.</p> <p>Please see Sln0 14 of the corrigendum on the modification of the Clause 14 page 21/41 (Last sentence).</p>
<p><b>12</b></p>	<p><u>The Termination of Contract clause shall be modified as follows:</u></p> <p>In the event, the PMC is in breach of the conditions stipulated herein, the Client (Indian Institute of Astrophysics) will have the right to terminate this Agreement by giving a written notice of one month. Similarly, in case of Client’s failure to make milestone payments from 30 days of submission of bill for the works completed, the PMC shall have the right to withdraw from this Agreement by giving one month’s written notice.</p> <p>Refer Clause “Termination of Contract” on page 22 / 41 of Tender Document.</p> <p><u>The following additional sub clause shall be included:</u></p> <p>In case of early termination of this agreement, PMC shall be entitled to receive payment from Client for the services performed up to the date of such termination, and any reasonable costs incurred by PMC, as result of such termination.</p>	<p>In such case, the PMCS shall not be entitled to receive any further payment, if due, until the loss/damage or expense incurred by Institute due to breach of this agreement by PMCS have been settled by them.</p> <p>No Change in the Clause.</p> <p>Not acceptable.</p>



<p><b>13</b></p>	<p>Kindly confirm that the allowance specified for any outstation visits, shall also cover the Junior Engineers, if deputed for the same.</p> <p>Refer the second last paragraph of Clause “Termination of Contract” on page 22 / 41 of Tender Document</p>	<p>Not acceptable.</p> <p>No Change in the Clause.</p>
<p><b>14</b></p>	<p>“If the Project Management Consultant (PMC) is required to modify the scope of Services, due to change in Client’s requirements, or due to any reason beyond their control, <u>additional efforts spent by the PMC for rendering such services shall be reimbursed to the PMC.</u>”</p> <p>The fees to be quoted by the PMC for the above project are based on the assumption that the total consultancy Services as mentioned in the Tender are considered for the above project. In case, there is any change in the Services, thereby changing the quantum of the Services, PMC shall be paid equitably for the additional efforts put in. Also, in case, the size of project is reduced after completion of certain stages of services, fees paid up to that stage will not be reduced.” Please confirm.</p> <p>Refer last paragraph of Clause 14 on page 23 / 41 of Tender Document.</p>	<p>Not acceptable.</p> <p>Not acceptable.</p> <p>No Change in the Clause.</p>

<p><b>15</b></p>	<p><b><u>Procedures for Dispute Resolution:</u></b></p> <p>As followed in all Consultancy agreements, the clause 16 may be modified as below:</p> <p><b>Amicable Settlement:</b></p> <ul style="list-style-type: none"> <li>• Indian Institute of Astrophysics and the PMC agree that, in the event of any dispute or difference whatsoever arising between them in connection with this Consultancy Agreement, they shall confer at least once to attempt to amicably resolve any such dispute or difference by mediation, conciliation or similar means.</li> </ul> <p><b>Arbitration:</b></p> <ul style="list-style-type: none"> <li>• Any dispute or controversy between the two parties, and which cannot be resolved by the Amicable Settlement within 30 days of referral, it shall be settled by arbitration in accordance with and subject to the Indian Arbitration and Conciliation Act 1996.</li> <li>• The parties shall select one arbitrator by mutual consent and in case the parties do not come to mutual consent within 30 days, the party invoking arbitration shall seek the appointment of Arbitrator through Indian Council of Arbitration. The arbitration proceedings shall be conducted in English and the place of Arbitration shall be Bangalore. The arbitration decision and award shall be binding on both the parties, and judgement thereon may be entered in any court of competent jurisdiction. Pending arbitration award, the cost of sole Arbitrator and venue (if any) shall be shared in equal proportion between the two parties.</li> </ul> <p>Refer Clause 16 on pages 23 &amp; 24 / 41 of Tender Document.</p>	<p>No Change in the Clause</p> <p>Not acceptable</p> <p>Not acceptable</p> <p>Not acceptable</p> <p>No Change in the Clause</p>
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<p><b>16</b></p>	<p><b><u>Total final completed cost:</u></b></p> <p>The total final completed cost of the project shall be calculated as below:</p> <p>i) Total Cost paid to the contractor for execution of the works, which are included in the scope of work of the Consultants.</p> <p>ii) Total Cost at market rates of various articles bought / procured directly by Institute such as cement, steel, plant and equipment etc., for this work, if not already included in (i) above.</p> <p>iii) Claims paid to contractor/s for extra items, escalation, if any, and if not already included in (i) above.</p> <p>iv) In case any portion of the work is carried out departmentally, the same shall be treated as though executed by one of the agencies at the rate quoted by the agency. Please confirm the above.</p> <p>Refer Price Bid format on page 30 / 41 of Tender Document</p>	<p>Payment to PMC shall be worked out based on the total value of work/s awarded to the contractor/s.</p> <p>Cement and Steel not to be supplied by the department. Plant and equipment not to be included</p> <p>Extra items included. No Escalation</p> <p>Not acceptable</p>
<p><b>17</b></p>	<p>Appointment of architect and other service consultants: Will this be under PMC purview ? Else continue with "OCHRE" design status?</p>	<p>Appointment of architect and other service consultants not in the scope of PMCS. Shall continue with "OCHRE" DESIGN.</p>
<p><b>18</b></p>	<p>Clause 4.2.2 / 4.2.3 / 4.2.6 : Check and certify quality of work . Will not consultant representative be at site to do this?</p>	<p>It is the total responsibility of PMCS to check , ensure and certify quality of work irrespective of the presence of consultant representatives at site .</p>
<p><b>19</b></p>	<p>Clause 13: LD s on PMC performance to be restricted to 5%</p>	<p>No change in the Liquidated Damages Clause on page 21/41.</p>
<p><b>20</b></p>	<p>Office facilities by PMC : Can we build this into civil contractors scope and price it?</p>	<p>Not acceptable</p>
<p><b>21</b></p>	<p>PMC professional Liability insurance</p>	<p>Yes as per the relevant clause of the tender document.</p>
<p><b>22</b></p>	<p>Is the Interior Layout attached to the tender already frozen or what ?</p>	<p>Not Final</p>

<b>23</b>	Area there going to be any physical laboratory equipments (Static or otherwise ) and their weights etc to be furnished.	Layout not finalized. However no dynamic loading or vibration sensitive equipment / instruments are contemplated. high density stacking will be employed in the library.
<b>24</b>	Is HVAC going to be a centralized or is it split Ads .	Type of Air conditioning to be decided later
<b>25</b>	Deputation of Engineers may vary while bidding and moreover this will also depend on the requirement at site hence deduction of this amount may be reviewed. Clause 13 (a) (v) page 20/ 41	No Change in the Clause. Minimum staff stipulation is for the period of execution of work i.e. period of construction at site. The bidder will also indicate manpower deployment details for the pre construction and post construction periods, in the technical bid.
<b>26</b>	Probable start date of civil construction	To be decided
<b>27</b>	Approximate area per floor	As per the floor plans enclosed with tender
<b>28</b>	Scope of demolition of the existing structure in place of the proposed building.	Not in the scope of PMCS.
<b>29</b>	Payment in monthly installment : Request not to link with contractor's value of work done. Our cash flow cannot be maintained	Not acceptable.
<b>30</b>	Request to consider mobilization advance along with work order	Not acceptable
<b>31</b>	Is there any relaxation in the qualifying criteria so as to encourage able upcoming firms	No relaxation in the qualifying criteria
<b>32</b>	Whether all the staff as per clause 6.6.1 are to be made available all the 3 years if not please specify the man months	All the staff as per clause 6.6.1 are to be made available during the construction period of two years. No Change in the Clause
<b>33</b>	In the bid it is mentioned that the specified time period is three years but at some other place it is mentioned that project completion time is two years	Pre construction stage : 6 months. Construction stage : Two Years. Post construction stage : 6 months.
<b>34</b>	LEED'S certification of green building	Not in the scope of PMCS
<b>35</b>	Does the PMCS scope include landscaping, site development etc	Not in the scope of PMCS.
<b>36</b>	Are the layouts shared final / subjected to change: Outer finish of the structure same as existing one	Not Final
<b>37</b>	Will we be given a % of fees on appointment?	NO

