



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) , TIRUPATI

Minutes of Pre-Bid Meeting held on 01.10.2020 at 15:00 Hrs through Gmeet

Name of Work: Rendering Third Party Quality Assurance Services (TPQAS) for the Construction of permanent campus of IISER Tirupati at Jangalapalli Village, Yerpedu Mandal, Chittoor dist.

Tender No: IISERT/Engg/TPQAS/01/2020-21

Those present:

From IISER Tirupati

1. Mr. P V Narayana Rao , SE , IISER Tirupati
2. Mr. George Srujan , EE, IISER Tiriupati

From Prospective Bidders

S.No	Name of Applicant	Attended by
1	Great Value Quality Services, Hyd	Mr. Pradeep Kumar
2	IR Class Systems and Solutions Pvt Ltd	Ms.Aishwarya Shirsath
3	National Council for Cement and Building Materials	Dr. Pandu Ranga Rao
4	Centre for Urbanization, Buildings & Environment [CUBE]	Mr. John Joseph
5	TUV India Pvt Ltd	Mr. Suresh , Mr. Anup
6	TUV SUD South Asia Pvt LTd	Mr. Suresh Vanna, Mr. Shiva
7	Spectrum Engineering Consultancy	Mr. Seetharam Murthy
8	VNIT Nagpur	Dr. Mangesh Madurwar

The Following are the Clarifications against queries raised from various bidders:

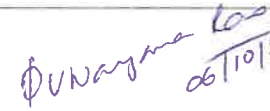
S.No.	Clause	Query on	Clarification of IISER Tirupati
1.	Clause 3.1, Pg 7	We understand that project experience of rendering TPQA & PMC services during last 7 year shall be considered under said eligibility criteria. Kindly confirm.	The TPQA services completed during last 7 years only shall be considered for eligibility.
2.	Clause 3.2, Pg 7	We would like to inform that Financial Statement for FY 2019-20 (ending 31 st March 2020) is under Audit process & shall become available by 1 st week of November. Therefore, request you to allow bidders to submit average annual financial turnover details for last 3 Financial Years ending 31 st March 2019.	ACCEPTED. Agencies shall furnish Audited Financial Statement of latest available three consecutive years from 16-17, 17-18, 18-19 and 19-20
3.	Clause 4.3, Pg 8	We understand that TPQA shall only witness material testing at contractor's laboratories. In case, any additional testing is required to be performed at IISER Tirupati / approved NABL accredited laboratory, all associated expenses including sampling, transportation and material testing charges shall be borne by the client. Please confirm.	This TPQC agency scope is limited to onsite works. In case any testing is required to be done outside Tirupati actual travel costs limited to TA/DA entitled as per Central Government TA/DA rules applicable to level of Executive Engineer or equivalent subject to person travelling has experience and designation similar to EE
4.	Clause 4.6, Pg 8	We understand that all survey, investigations, detailed design, preparation of GFC, approvals, modifications, if required, shall be carried out by the design consultant/ contractor/ CPWD. Please confirm. TPQA shall only check the conformity of physical attributes with approved drawings. Please confirm.	Design and GFC drawings are not in TPQA scope.
5.	Clause 4.10, 4.15, Pg 8	We understand that TPQA shall assist the client during implementation of site safety plan, preventing occupational health hazard, site emergency evacuation plan, environmental safety. However, we are not able to find any positions related to "HSE Expert". Request you to please include the same.	TPQA shall render the services as per the clause, with the typical staff mentioned. However, the agency is free to consider for expert position in addition to typical staff mentioned, within their quote.
6.	Clause 4.18, Pg 9	We understand that the bidder shall submit CVs of only following experts along with their bid: <input type="checkbox"/> QC Er. Civil – 2 nos. <input type="checkbox"/> QC Er. MEP – 1 nos. <input type="checkbox"/> Senior QA/AC (Civil) – 1 nos. <input type="checkbox"/> Senior QA/AC (MEP) – 1 nos. Please confirm.	Bidder shall submit CVs of only the proposed staff to be deployed. The Organizational structure in Form E1 to be submitted for eligibility bid as per Tender.
7.	General	We understand that TPQA bidders are not required to submit Curriculum Vitae of Proposed Key Experts at the time of bid submission. Kindly confirm.	Curriculum Vitae of Proposed staff to be submitted at the time of presentation.
8.	Clause 4.18, Pg 9	We would like to suggest that considering the magnitude of the project, the proposed composition of TPQA team looks on a very low side. Apart from civil works, there are specialized works such as MEP, HVAC and Fire Fighting, DG, Lift, Substation, etc. We request you to kindly revisit the team structure (with nos. and manmonths) and make it uniform to all bidders for transparent bidding. Please suggest.	The NIT condition will remain unchanged. Team structure and manpower planning will be proposed by the Firm and will form basis of the Technical evaluation.

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9.	Clause 4 18, Pg 9	<p>Please confirm the manmonths required for the following experts:</p> <p><input type="checkbox"/> QC Er. Civil – Fulltime – 2x27 = 54 manmonths ?</p> <p><input type="checkbox"/> QC Er. MEP – Fulltime – 1x27 = 27 manmonths ?</p> <p><input type="checkbox"/> Senior QA/AC (Civil) – Intermittent – 1x13 = 13 manmonths? <input type="checkbox"/> Senior QA/AC (MEP) – Intermittent – 1x13 = 13 manmonths?</p> <p><input type="checkbox"/> Support Staff - ??</p> <p>We understand that confirmation of manmonths of proposed experts will enable all bidders to quote on similar grounds and compete transparently. Please suggest.</p>	The quoted amount by the bidder shall be for the project completion period of 27 months + 3 months beyond thereof. Bidder shall quote accordingly
10.	Clause 4 19, pg 9	<p>We request Client to elaborate their specific requirement regarding Mobile & Web based application & also provide following details for our clear understanding :</p> <ol style="list-style-type: none"> 1. How much Terabyte space required in Data Server 2. Number of application users from the Client's end 3. We understand Client shall provide Data Servers for uploading of Project reports via Mobile & Web based app, not less than 1 Terabyte space & its maintenance shall be done by the Client. Kindly confirm. 	Mobile and web based application, data server, spacing is completely in scope of bidder. All stake holders will be the users.
11.	Clause 6 3 g, Pg 11	We request to allow bidder to submit project credential against Green Building / BREEAM rating (international standard) construction practice.	The project is targeted for GRIHA 4 rating system. TPQA agency shall project their credential in this regard.
12.	Clause 6 9, Pg 11	As informed, the successful agency will be selected based on Combined Quality cum Cost Based System (CQCCBS). In such case, we understand that the financial quote (lumpsum amount) should not be negotiated. Please advise.	Clause 6 9 is modified as under: "The contract will be awarded to the successful agency on the basis the QCBS score as mentioned in the tender and as per their Financial Bid"
13.	Clause 6 14, Pg 12	We understand that bidder will get the compensation for the services actually rendered till getting the termination notice in the eventuality of work not progressing due to unforeseen circumstances work not attributable to bidder. Please confirm.	No change in clause. Services rendered and as certified to that stage only will be payable.
14.	Cl 12 3 3	In the wake of COVID-19 situation, we request Client to allow bidders to submit copy of the Memorandum of Articles of association & other submittals duly attested by a Public notary. SELF CERTIFIED	No change in Clause
15.	Clause 12 2 8, Pg. 14	We understand that bidder have to submit Technical & Financial bid in electronic mode only during tendering stage. Physical copy shall be submitted by successful bidder at the time of award of Contract. Please confirm.	Yes.
16.	Clause 12 7 2 1, Pg 16	We understand that all works of similar class successfully completed during last 5 7 years in Form - B. Kindly confirm.	The form B will be works completed in last 7 years.
17.		We understand that in case the TPQA is required to carry out project related visits outside Tirupati, all associated expenses for travelling/lodging/boarding shall be borne by the client. Please advise.	Please see clarification furnished against sl no 3 above.

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18.	Clause 14, Pg. 18	We understand that the assignment duration is 27 months. In case, the assignment gets extended beyond 27 months due to reasons not attributable to TPQA, additional remuneration and out-of-pocket expenses incurred by TPQA team shall be paid by the client additionally. Please confirm.	The Lumpsum quote includes all expenditure/ charges for the stipulated period plus 3 months beyond. In the event of construction work is extended beyond 3 months of stipulated period of contract, the consultant will be compensated per month for their establishment at project site as per actuals subject to the amount: not exceeding Rs 50,000 per month. The Bidder shall quote the fees accordingly.
19.	Clause 15, Pg. 18	We request Client to kindly consider amending the Payment Schedule & release payment to TPQA as per below: <input type="checkbox"/> 95% of the total fees shall be paid in equal instalments as per the contract, monthly for the considered period of the Agreement. Accordingly, the agency shall raise running account bills monthly <i>- TPQA shall be paid monthly (every installment @ approx. 3.51% of fee) irrespective of physical progress. Please confirm.</i> <input type="checkbox"/> Balance 5% shall be paid after completion of work and submission of final report - <i>TPQA shall be paid (5% of fee) at the end of 27th month. Please confirm.</i>	No change in clause
20.	Clause 15, Pg. 18	Please suggest the "credit period" i.e. in how many days due payment shall be released to TPQA consultant after their invoice submission	After acceptance of bill WHICH IS COMPLETE IN ALL RESPECTS by engineer in charge payment will be made within 15 days.
21.	Clause 16, Pg. 18	Kindly confirm the maximum limit of penalty & Liquidated damages amount applicable on TPQA Consultant	Please refer Clause 16 of the Tender document
22.	Clause 17, Pg. 18	We request Client to kindly consider addition of below request in said 'Agreement Termination criteria': <i>"The contract shall be terminated in case "The client fails to pay any money due to Consultants pursuant to this agreement within forty-five (45) days after receiving writ-ten notice from the Consultants that such payment is overdue"</i>	The contract can be terminated by Institute on the following ground 1. On the expiry of the contract period, without any notice. OR 2. On giving one month's notice by the Institute at any time during the tenancy of contract; in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for the services OR 3. On Contractor being declared insolvent by the competent Court of Law without any notice OR 4. Non-compliance of statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract. OR 5. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice. "Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall continue discharging his duties as before till the expiry of notice period". In case of termination of contract on the grounds mentioned at Sr. 2 & 4, above OR in case of Contractor decides to conclude the contract before the expiry of twenty seven months from the date of commencement of contract, Contractor shall forfeit the bank guarantee held with the Institute
23.	Annexure - 1, Pg. 20	Please confirm whether the estimated project cost @ INR 450 Crores is exclusive of GST@12%?	The estimated project cost of Rs 450.00 crores is inclusive of all taxes/GST

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24.	Letter of Transmittal at pg 27	We request the client to please provide a furnished site office accommodation to TPQA for an un-interrupted coordination between all stakeholders. Please suggest. Request for permition to erect pota cabin in site at our own ?	The agency may erect their own pota cabir. at the agency's cost at place to be indentified by the Institute and the same shall be cleared by the agency on completion of the assignment.
25.	Form D, Pg 33	We request to please allow submission of project Certificate received in Clients format as experience proof as it is very difficult to obtain performance Certificate as per required format. Please advise.	Project Certificateduly authenticated by the authorised officer in other formats shall be allowed. However, evaluation shall be done based on the reports. Hence, bidder to ensure the required information is available. The Institute shall have the right to verify if necessary, the correctness or validity of all such certificates.
26.	General	We understand that maximum liability of consultant against this assignment shall be limited to 100% of the contract fees under any circumstances. Please confirm.	Levy of penalties for non-performance shall be as stated in clause 16.
27.	General	We request Client to consider below clause under Force Majeure: We understand that definition of Force Majeure shall include events such as "Epidemics, any other catastrophic unforeseeable, circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority" -Kindly confirm.	Force Majeure clause added as: Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorder, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "force majeure Event"). The affected party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.
28.	General	We understand that the financial quote shall be exclusive of GST@18%. Please confirm.	The amount quoted shall be inclusive of all taxes, fees and expenses, but excluding GST. The same will paid extra as per applicability on production of proof.
29.	General	Please share the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), as same are not given in tender document, due to which it is very difficult for the bidder to understand Terms & Conditions associated with this Contract.	AS PER TENDER CONDITIONS
30.	General	We understand that Arbitration shall be take place in accordance with Arbitration Act, 1996. Kindly confirm.	The Agreement shall be governed by and interpreted in accordance with the laws of Indian. All disputes or differences whatsoever arising between the parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be appointed by the Director, IISER Tirupati. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Tirupati and the award made in pursuance thereof shall be binding on the Parties.
31.	General	We understand that suitable time gap shall be provided to the bidders after the minutes of meeting/ clarification of queries are provided. In such case, kindly postpone the date of submission by three (3) weeks from the date of receipt of clarifications from the client.	The Last date for Bid Submission is extended to 12.10.2020 till 15:00 Hrs. Opening date of Eligibility Bid (Envelope !) is 13.10.2020 at 15:00 Hrs.
32.	General	Whether MSME are exempted from EMD?	Exemption from payment of EMD shall be applicable only to eligible MSME as per Govt of India prescribed rules. Purchase preference is not applicable for this contract.
33.	General	Can we get drawings in BIM platform	Yes, soon after receipt of the same from Construction agency, it will be shared with successful TPQA agency.

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34	Clause 3 I	Value of Works for eligibility is the value of project cost or TPQA fees?	TPQA fees only and excluding the taxes as per the clause.
35	BOQ	Error in filling the financial Bid	The same is rectified
36	Scope of work	to be modified as " Review the infrastructure specific Quality Assurance Plan and Quality Audit Plan for the construction approved by IISER Tirupati "	Quality Assurance plan and Quality Audit plan to be proposed by Bidder as per IISER project referal documents and same shall be considered for evaluation.
37	Scope of work Page no 7, sl no 4 3	The agency shall witness the mandatory testing at random as per the approved Quality Assurance Plan, agency shall witness about 10% of mandated tests and certify	No change in Clause
38	Scope of work Page no 7, sl no 4 13, 4 14, 4 15	To modify the scope of work	No change in the scope of work
39	Sl no 16 page 18	Compensation for absence of Technical staff - to be removed	No change in the clause
40	Clause 9 4 , Page No 13	Scanned copy of net banking transaction receipt and Bank Guarantee towards security/ EMD shall be uploaded to the e-tendering website.	Scanned copy of online transaction receipt towards EMD and Tender Fees to be uploaded
41	Clause 6 3, page no. 10/11	Evaluation and marking based on parameters	Parameters against which minimum eligibilty is spelt out in the document will be given 60% for meeting minimum requirement and 100% for those having double the minimum requirement for those in between it shall be on pro-rata basis. For other attributes marking shall be given by evaluation committee based on presentations.
42	General	Details of the Main work	Please visit the web site www.tendervizard.com/CPWD for CPWD tender document published on 10.02.2020 of IISER Tirupati Project for details of Main Construction Work.


 06/10/2020
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