

Corrigendum No. 2
Replies of Pre-bid meeting held on 12.09.2022 Queries of the
Prospective bidders

Name of work: “Appointment of Project Management Consultant for Construction Management of the Building of IICBHC In the Premises of the Lumbini Monastic Zone, Nepal.”

The replies of the queries made by the prospective bidders in reply to IBC’s RFP issued vide No.54/Lumbini/IBC/2022 dated 25.08.2022 and corrigendum No. 1 issued vide even number dated 06.09.2022 are as below. The same shall form part of the RFP issued for the work.

Sl.No.	Queries	Response
1.	Due to pandemic, our company’s current financial turnover has not upto mark as per mentioned in RFP. Therefore, it is requested to kindly consider our eligibility on other parameters.	The criterion on Average annual financial turnover is revised as “Average annual financial turnover of Minimum Rs. 10 Cr. or more during the last 3- financial years 2018-19, 2019-20, and 2020-21duly certified by a practicing Chartered Accountant with UDIN.”
2.	Please confirm if total Built-Up-Area of Project is 3297sqm as per page 18.	Approximate total Built up area of the Project is 6100 sqm.
3.	Request broad breakup of 78 Crore INR to understand the quantum of various packagesand plan resource deputation accordingly.	This is approximate cost of the project. Broad scope has already been given in the RFP.
4.	Contract Period will be initially 18 calendar months from the date of PMC’s Contract Sign-Off. It should be renewed as per project status and mutual discussions.	Contract period for execution of the Project is planned as 18 months.
5.	In case of variation in final Cost of Project, PMC fee will vary as per mutual discussion. Quoted fee and man-month of PMC will be fixed for 18 months only.	The PMC fee shall be paid based on the Percentage fee quoted by the Bidder whose bid is accepted on the estimated cost of the project i.e 78 Cr. In Case the cost increases or decreases the PMC fee shall be as per the actual cost

		of the project.
6.	We understand the issuance of co-ordinated GFC drawings would be responsibility of Architect who will be the single point of contact for any design related issues.	The GFC drawing will be issued by Consultant Architect of IBC. However, coordination for the execution of the work including of the drawings as defined in the RFP will be the responsibility of the PMC.
7.	We understand that any point of time PMC will not have any role in Quantity Surveying works.	PMC's scope of work is as defined in RFP.
8.	We understand that all Tender Management, Store Management for any Client supplied Materials will be taken care by Client.	PMC's scope of work is as defined in RFP.
9.	Encouraging local employment (Nepalese) – is this mandatory. If yes, please indicate how many numbers and category of resources.	The provision in RFP is clear. No change from the provision made in RFP.
10.	Net Zero Expert may please be substituted with PMC's (as a company) experience as a whole in large Green Buildings in India. Net Zero/ Life Cycle Analysis/ Sustainability are more of Design Criteria and should be part of Architect's & Green Building Consultant's Scope. PMC's scope would be to ensure that such designs are being executed at site by Contracting Agency.	The PMC shall have on-board Net Zero experts of having at least 10 years of consultancy experience on Net Zero / Green Building certification. Further, PMC scope is already defined in RFP.
11.	Scrutiny/ Checking of the Documents submitted by the Architect before implementing them – we understand that such checks would be only to ensure that drawings have sufficient information from constructability point of view. Checking of design correctness will be in scope of Peer Review/ other specialised Design Consultants.	Co-relation of all GFC drawings including architectural / structural /HVAC/MEP/Land scaping etc. will be in the scope of PMC as already defined. Checking of design / proof checking is not within the scope of PMC.
12.	Co-ordination with local authorities – PMC will provide necessary data, documentation to help IBC for liaising with any local/statutory bodies.	No change from the RFP Provision.

13.	Finalise, prepare Operations Maintenance Manual – PMC to collate from various OEMs, Contractors and arrange formal handing over	The role of PMC shall be to coordinate with contractor / OEMs and preparing the O&M manual and handing over to IBC.
14.	As-Built Drawing preparation will be in scope of Contractor. PMC to review the same.	The role of PMC is to obtain and check 'As-Built Drawing' from the Contactor and submit to local authorities if required and to IBC.
15.	IBC New Delhi shall have the right to request PMC in writing to make any changes, modifications, deletions and/or additions to PMC scope of Services related to the Project. PMC shall consider such written requests for which no extra payment will be made. We understand that such changes will be minor in nature, closely matching with existing scope of work and would not require augmentation of team or incurring of additional cost by PMC.	No change from the provision made in RFP.
16.	Termination Clause – In case of any non-performance by PMC, suitable notice period of 30 days to be provided by IBC to the PMC to make amends. In case the PMC fails to rectify such defects during the notice period, then Contract of PMC may be terminated by giving a notice of 30 days. In all other cases, agreement between IBC and PMC may be terminated by either party for any reason whatsoever upon 60 (Sixty) written notice or equivalent fees in lieu thereof. The date of service of such notice shall be deemed as 1st day of notice period.	Not acceptable and No change from the provision made in RFP.
17.	The place of submission is not mentioned in the clause. It is understood that submissions can be made in New Delhi office. This may please be mentioned specifically in the tender.	The place of submission of bids is – IBC office, Room No 513, 5 th floor, A-1 Wing, IGNCA Building, Janpath, New Delhi 11001 (India).
18.	Should have satisfactorily completed/ ongoing at least one similar work amounting to not less than	Not acceptable. No change from the existing clause.

	80 Cr. (INR) under a single agreement in its own name and style during the last 07 years ending previous day of last date of submission of tender.	
19.	Suggestion to include blacklisting clause: "The Agency or any of its affiliates should have never been blacklisted / debarred by any public sector / funding institution."	Please refer page No – 15 of RFP in this regard.
20.	A similar work/project here means "Project Management Consultancy Services provided for the supervision and quality control of integrated structure / public infrastructure having large, prominent and unique architectural features, besides landmark facilities (iconic structures, Stadiums, Auditoriums, High end Green/Net Zero complied buildings etc.).	Not acceptable. No change from the existing clause.
21.	Annual financial turnover only on account of Project Management Consultancy Services on account of consultancy / advisory services during the last three financial years 2018-19, 2019-20 and 2020-21 (duly certified by a practicing chartered accountant with UDIN).	The clause is modified as "Annual financial turnover on account of Project Management Consultancy Services including consultancy / advisory services during the last three financial years 2018-19, 2019-20 and 2020-21 (duly certified by a practicing chartered accountant with UDIN)"
22.	These certificates are generally issued to buildings. ISO certificates for firm may please be added.	Not acceptable. No change from the existing clause.
23.	Should have satisfactorily completed/ ongoing at least one similar work amounting to not less than 78 Cr. (INR) in its own name and style on or before previous day of submission of the bids) under a single agreement during the last 07 years ending previous day of last date of submission of tender.	Not acceptable. No change from the existing clause.
24.	Experience of having successfully completed / ongoing similar projects' consultancy contract during last seven years ending on previous day of last day of submission of tender for one	Not acceptable. No change from the existing clause.

	<p>work – 30 marks</p> <p>For each additional work – 10 marks (maximum 2 projects)</p>	
25.	<p>Experience of providing Project Management Consultancy for Iconic Buddhist Structures / Religious Projects</p>	<p>The clause is modified as “Experience of providing Project Management Consultancy for Iconic Buddhist Structures / Religious / Spiritual Projects.”</p>
26.	<p>The bidder shall submit the evidence of valid certificates along with Technical bids.</p> <ul style="list-style-type: none"> • ISO 9001 or equivalent (5 marks) • ISO 14001 or equivalent (5 marks) 	<p>Not acceptable. No change from the existing clause.</p>
27.	<p>The PMC shall mandatorily have one Net Zero / environmental expert with work experience of at least 10 years in sustainability with minimum of 3 projects – Marks :20</p>	<p>The PMC shall have On- board Net Zero experts of having at least 10 years consultancy experience on Net Zero/Green building certification.</p>
28.	<p>Average annual financial turnover of minimum Rs. 30 Cr. Or more during the last 3-financial years 2018-19, 2019-20 and 2020-21, duly certified by a practicing chartered accountant with UDIN – 15 marks.</p> <p>For each 5 Cr. Additional average annual financial turnover available – 1 marks</p>	<p>The clause is modified as “Average annual financial turnover of minimum Rs. 10 Cr. Or more during the last 3-financial years 2018-19, 2019-20 and 2020-21, duly certified by a practicing chartered accountant with UDIN – 15 marks.</p> <p>Above 10 Cr. and upto 30 Cr. Maximum 5 marks to be given proportionately worked out between 10 Cr. to 30 Cr. rounded off to nearest figure. (Marks obtained as 0.5 and above shall be rounded off to 1 and less than 0.5 to zero).”</p>
29.	<p>Payment Structure for PMC (monthly / milestone / hybrid) is not mentioned in the RFP.</p>	<p>The payment to the PMC will be made after making recoveries towards clauses / conditions mentioned in RFP. PMC will submit the bills after the bill of the contractor is passed. The bills for PMC charges will be paid within 15 days of the receipt by IBC, after deduction of necessary recoveries.</p>
30.	<p>The Project of this nature require strong proven experience in</p>	<p>Not acceptable. No change from the existing clause.</p>

	<p>Project Management skills as well as subject matter expertise in such iconic structures. This can be fulfilled better by an entity along with a firm from India or International who have delivered iconic structures with cultural/ heritage significance. Therefore, we request that consortium of two firms with one firm bringing project management experience building structures another firm or one or more individuals bringing in project/ design expertise in iconic structures.</p> <p>Therefore we request you to allow lead bidder to form a consortium with an entity or individual with similar project experience. This will greatly enhance the opportunity for bidding.</p> <p>The Technical and Financial criteria should be fulfilled jointly.</p>	
31.	It is requested that this qualification be fulfilled by any one member of the consortium.	Not acceptable. No change from the existing clause.
32.	<p>The Project of this nature requires strong proven experience in Project Management skills as well as subject matter expertise in such iconic structures. This can be fulfilled better by an entity along with a firm from India or International who have delivered icon structures with cultural/ heritage significance. Therefore, we request that consortium of two firms with one firm bringing project management experience building structures another firm or one or more individuals bringing in project/ design expertise in iconic structures.</p> <p>Therefore, we request you to allow lead bidder to form a consortium with an entity or individual with similar project experience. This will greatly enhance the opportunity for bidding.</p>	Not acceptable. No change from the existing clause.

	The Technical and Financial criteria should be fulfilled jointly.	
33.	<p>As we understand that the proposed Project holds cultural importance hence the best consultant shall be selected for the same.</p> <p>It is requested that kindly allow Consortium or Subject matter expert who have similar experience to execute the project smoothly.</p> <p>The technical and financial criteria should be fulfilled jointly.</p>	Not acceptable. No change from the existing clause.
34.	<p>On page number 8 of the RFP the value of work is Rs. 80 Crore and on Page number 23 Rs. 78 Crore is mentioned.</p> <p>Kindly confirm which criterion to be considered.</p>	Value of work may be read as Rs 78 Cr.
35.	<p>As we understand that the Solvency certificate is a part of Technical bid. Hence, the Solvency certificate equal to fee quoted will indirectly disclose our quoted fee during technical bid evaluation.</p> <p>It is requested to kindly refer audited Profit & Loss and Balance sheet to determine bidders Financial Soundness.</p>	The clause is modified as “Solvency certificate from scheduled bank for minimum of Rs 5 Crore. Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period.”
36.	It is understood that the Project executed for PSUs/Government and autonomous body / Private Entities / Private Institutions shall be considered.	Yes. TDS shall be submitted for works carried out for autonomous bodies/private entities/ private institutions
37.	<p>It is requested that kindly allow Consortium or Subject matter expert who have similar experience to execute the project smoothly.</p> <p>The technical and financial criteria should be fulfilled jointly.</p>	Not acceptable. No change from the existing clause.
38.	The Project of this nature require strong proven experience in	Not acceptable. No change from the existing clause.

	<p>Project Management skills as well as subject matter expertise in such iconic structures. This can be fulfilled better by an entity along with a firm from India or International who have delivered icon structures with cultural/ heritage significance. Therefore, we request that consortium of two firms with one firm bringing project management experience building structures another firm or one or more individuals bringing in project/ design expertise in iconic structures.</p> <p>Therefore we request you to allow lead bidder to form a consortium with an entity or individual with similar project experience. This will greatly enhance the opportunity for bidding.</p> <p>The Technical and Financial criteria should be fulfilled jointly.</p>	
39.	<p>We request you to kindly allow presentation to be submitted by firms who are Shortlisted during 1st stage of technical stage.</p> <p>Also, sufficient time of at least 2 weeks to be allowed to prepare presentation and make travel arrangements post results of 1st technical evaluation process.</p>	Not acceptable. No change from the existing clause.
40.	Kindly extend the Bid submission due date by at least 2 weeks post publications of Clarifications.	The bid submission date is revised as 26.09.2022 instead of 22.09.2022.
41.	We request the client to remove the Buddhist Structure mentioned in these criteria and kindly relax the criteria as under: Experience of completed PMC/of similar work & value having projected cost at completion minimum of Rs. 100 Cr. (INR) (excluding GST).	No change from the existing clause except mentioned at SI no. 25 above.
42.	What would "Abroad" mean in this case – outside Nepal or outside India? Please clarify.	Abroad means outside India.
43.	We request you to kindly allow sub-	The clause may be read as "The

	consultant / External expert for one Net Zero expert requirement.	PMC shall have on-board Net Zero expert of having at least 10 years consultancy experience on Net Zero/Green building certification.”
44.	The liability of the bidder shall be limited to and not exceed the total value of the contract or fee payable to the bidder. Notwithstanding anything to the contrary provided in the agreement, the bidder shall not be liable for any indirect or consequential loss or damages.”	Not acceptable. No change from the existing clause.
45.	We request you to allow Joint Venture for this project as this will allow reputed firms to bring in National and International experience under this project.	Not acceptable. No change from the existing clause.
46.	We understand that this is a PMC project and therefore the consultancy fees as per GFR should be around 3-5% of the project cost. Accordingly, we request you to consider the AAT basis the consultancy charges and not on the basis of the total project.	Not acceptable. No change from RFP. The bidder has to submit the financial bid along with the technical bid as per existing clauses of RFP.
47.	Request you to also allow experience in Museum design/culture-based assignment/educational institutes or any other architectural PMC based assignment as an eligible similar assignment.	Not acceptable. No change from the existing clause.
48.	We understand that if a firm has recently merged to a new firm through acquisition, then the total years of experience of the firm since inception as a former firm would be counted.	The eligibility criteria will be considered of the lead partner.
49.	As per MSME act firms registered under MSME, Udyam is exempted from payment of EMD, we request you to please consider the same, provided a valid certificate proof is enclosed with the proposal.	As per prevailing Government norms.
50.	IBC shall deduct a sum at the rate of 2.5% of the gross amount of each running bill and final bill shall be	Not acceptable. No change from the existing clause.

	<p>recovered till the sum deducted amounts to the security deposit of 2.5% of the tendered value (Professional Fees).</p> <p>We understand that the said clause will be applicable for the concessionaire/contractor only, as it deals with the progress of the project. We request to kindly waive off the same from the consultant/PMC contract, as it imposed additional financial burden to the firm.</p>	
51.	The successful bidder shall submit an irrevocable Performance Guarantee of 3% (Three Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement.	Not acceptable. No change from the existing clause. The tendered amount will be worked out based on percentage quoted fee by the PMC on the estimated cost of Rs. 78 crore.
52.	Whether the tender is open to all or restricted to PSUs only.	Open to all.
53.	Tendered amount means quoted fee or estimated cost of the tender. Please clarify. The performance Guarantee of 3% shall be on quoted fee.	The tendered amount will be worked out based on percentage quoted fee by the PMC on the estimated cost of Rs. 78 crore.
54.	The Solvency certificate from scheduled bank for an amount more than the quoted fee or estimated cost excluding GST.	Please refer Sl. No. 35 above reproduced below; The clause is modified as "Solvency certificate from scheduled bank for minimum of Rs 5 Crore. Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period."
55.	<p>The modification in the clause proposed as under.</p> <p>A similar work/project here means "Project Management Consultancy Services provided for the supervision and quality control of integrated structure having large, prominent and</p>	No change.

	unique architectural features with High end Green/Net Zero complied /eco friendly buildings etc. , besides landmark facilities (iconic structures like Convention centres or Auditorium).	
56.	NBCC has tie up with TERI. Our projects are reviewed by TERI experts at planning stage for successful handover. The experts carry out time to time performance Audit to check the incorporation of green features in the project as planned. In spite of the above, if it is mandatory to engage one Net Zero expert, it is suggested that IBC may grant flexibility of engagement of desired Engineer on Contract basis by PMC.	The PMC shall have on-board Net Zero expert of having at least 10 years consultancy experience on Net Zero/Green building certification.
57.	<p>The clause refers to the experience of Agency in providing PMC for Net Zero structures whereas the marking system is based on experience of individual expert. Clarification is sought in this regard.</p> <p>Considering the quantum of work, it is proposed to revise the clause and marking system as under</p> <p>Agency/Firm shall have Experience in Green Building Max. Marks 25 Project successfully completed 05 star/Platinum rating: 2 projects- 25 marks 04 star/Gold rating: 2 projects- 15 marks 03 star/Silver rating: 2 projects- 10 marks</p>	<p>Please refer Sl. No. 43 reproduced below;</p> <p>“The PMC shall have on-board Net Zero experts of having at least 10 years consultancy experience on Net Zero/Green building certification.”</p>
58.	Please elaborate the Payment terms of Client with PMC Agency. The clarification is sought regarding Modalities of PMC fees; whether it is based on Running bill accounting/	<p>It is based on running bill accounting. Please refer Sl. No. 29 reproduced below;</p> <p>The payment to the PMC will be</p>

	Milestone basis.	made after making recoveries towards clauses / conditions mentioned in RFP. PMC will submit the bills after the bill of the contractor is passed. The bills for PMC charges will be paid within 15 days of the receipt by IBC, after deduction of necessary recoveries.”
59.	As appointment of Contractor is not in scope of PMC; In case the Project is delayed due to reasons not attributable to PMC beyond the time, PMC shall be entitled for extra payment for staff salaries overhead and logistics etc. on actual basis beyond the time. This shall be in addition to the agency charges payable to PMC.	Not acceptable. No change from the existing provision of RFP. as PMC is responsible to get the project completed without time and cost overrun.
60.	In Similar works in PMC Projects such condition not there, Hence we request you to kindly remove the condition of Security Deposit Or to be waived off.	Not acceptable
61.	In Similar works in PMC Projects such condition not there, Hence We request you to kindly remove the condition of Performance Guarantee Or to be waived off.	Not acceptable
62.	If the successful bidder after being awarded the contract fails to start delivery of services as mentioned in this RFP or as directed by authority of IBC New Delhi.	No change from the existing provisions of RFP.
63.	Upon Determination / termination of the contract. In the case of determination / termination along with the performance guarantee, security deposit already recovered shall also be forfeited.	No change from the existing provisions of RFP.
64.	The decision of International Buddhist Confederation shall be final & binding in case of the forfeiture.	No change from the existing provisions of RFP.

65.	2.5% deduction from each running bill is a General practice in construction activity & not in PMC or consultancy. You are requested to remove this clause.	Not acceptable. No change from the existing provisions of RFP.
66.	you are requested please allow to use exemption for Performance guarantee amount for MSME registered firms.	Not acceptable.

Further the following Amendments shall be part of the RFP :-

Point	Details	Now read as
A.1.3	Estimated cost	Rs. 78 Crore (INR) (Excluding GST)
A.2.5	Last date and time of submission of tender	01:00pm, 26.09.22
A.2.6	Date & Time of physical opening of technical bid	04:00pm, 26.09.22
Form	Annexure VI (Financia Bid)	Revised form attached.
Telephone No.	On cover page	0091-11-23446521
Scope of the work	'Pre-construction stage' mentioned in second number of table of "stage wise scope is tabulated underneath"	Post construction stage

Note : * The above instructions/advisory would supersede those in the RFP relevant to the those topics.

INTERNATIONAL BUDDHIST CONFEDERATION

Room No 513, 5th Floor, A-1 Wing, IGNC Building, -Janpath

New Delhi 110001India

Tender No. 54/Lumbini/IBC/2022

Name of work: "Appointment of Project Management Consultant for Construction Management of the Building of ICBHC in the Premises of the Lumbini Monastic Zone, Nepal"

Financial Bid

Name of the Firm

Address of the Firm

Phone/Mobile no.

E-Mail ID

S l . N o .	Description	Unit	Qty.	Quoted percentage	
				In figures	In words.
1	Services of Project Management Consultant for construction	%	Services as	In figures	In words.

	<p>management of Appointment of Project Management Consultant for Construction Management of the Building of IICBHC in the Premises of the Lumbini Monastic Zone, Nepal & other requisite as per the scope mentioned in chapter 6 & chapter 8 as well as other relevant sections/chapters of this RFP.</p>	Percentage	Detailed in this RFP.		
	<p>Total Consolidated Amount (to be worked out based on the estimated cost of Rs 78 crore) in Rs. (Excluding GST)</p>				

Note:-

1. The Fee shall be for the total Scope of works as detailed in the RFP. The Bidders are required to quote a percentage fee quoted for the contract excluding GST. GST would be reimbursed, as applicable during execution of the contract. Interim payments will be made as per the percentage quoted by the bidder of the bills of the contractor for the work executed subject to a maximum of the amount worked out based on percentage rate quoted on the estimated cost of Rs.78 crores. In case, the project cost increases from Rs.78 crore, the PMC fee shall be restricted to the amount worked out based on percentage fee quoted on the estimated cost of Rs.78 crores.
2. The Tax & levies shall be deducted as mentioned as per applicable rules.
3. The Consultancy fees shall be deemed to include the cost of necessary subordinate staff and all other expenditures, which the Project Management Consultant may incur in the course of carrying out the services agreed upon. The Project Management Consultant shall not be entitled to any payment or remuneration, over and above the consolidated fees.
4. All necessary statutory deductions shall be made as per laws of the Local Bodies / State Government.
5. Rates quoted by the bidder in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found in the rates written either in figures or in words, then the rates quoted by the bidder in words shall be taken as correct. Where the rates quoted by the bidder in

figures and in words tally, but the amount is not worked out correctly, the rates quoted by the bidder shall be taken as correct and not the amount.

6. In case, no rates are filled up by the bidder, the bid shall be considered as invalid.