



**Project: Application for selection of Project Management Consultant For Proposed repair & renovation of all hostel rooms, common areas, water proofing, painting etc., and related civil works along with necessary infrastructure facilities viz., lifts, electrical works, air conditioning works at IMAGE campus, M.R.C. Nagar, R.A.Puram, Chennai-600028**

<b>TENDER DATE</b>	05.03.2021	<b>LAST DATE OF TENDER SUBMISSION</b>	25.03.2021
<b>PRE-BID MEETING DATE</b>	12.03.2021	<b>PRE-BID CLARIFICATION DATE</b>	12.03.2021

Sl.No	Description	Bidder Query	As per Tender (Technical Bid)			Bank's Reply
			Clause	Page	Description	
01	<b>Notice Inviting E- Tender</b>	We do not handle the Statutory Liaisoning work as a part of our PMC service offerings. We propose to descope this from this RFP and include pure PMC services as a part of our scope.	3.0	3-4	All necessary Statutory approvals, if any, from Chennai Municipal Corporation/ CMDA/ TN Fire services/ TNPHE/ CMWSSB/ TANGEDCO/ CEA/ other statutory bodies such as the approval of plans/ set of drawings/ commencement/ occupation/ CC/ Fire NOC/ Env NOC/ Water, electrical, Lift NOC. All the required liaisoning work will be in the scope of the consultant, should be done within the Fees payable no extra claim will be entertained.	As these are included in Architectural Consultant scope, the same stands deleted from PMC's scope.
02	<b>Liquidated Damages</b>	We suggest deletion of liquidated damages clause as this scope is for a PMC consultant and not the general contractor	16.0	14	No deduction shall be made from the PMC's fees on account of any penalty, liquidated damages or other sums withheld from the payment to the contractor/s, but when any penalty damages or sum is withheld from payment to the contractor/s on account of defective work, the PMC's fee in respect of the total value of the defective work shall not be taken into consideration while calculating the fee of PMC.	Existing Tender terms stands good.



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03	<b>Penalty</b>	This involves commercial risk and is in addition to liquidated damages. Suggest deletion of this clause as the PMC's work is dependent on timely performance by general contractors.	17.0	15	If any delay is attributable to the fault of PMC, Bank shall be entitled to recover damages at the rate of 0.5% of the total fees per week of the delay limited to a maximum of 10%
		the following clause needs to be inserted to state the payment term and PMC's remedy in case of delayed payment:			Existing Tender terms stands good.
04	<b>Payment Term</b>	"All invoices shall be paid by the Bank no later than thirty (30) days from date of invoice. If Bank fails to pay any invoice by the due date, PMC may at its option: (i) suspend all further deliveries or performance to be made under the agreement; and/or (ii) recover from the Bank interest on the amounts unpaid until such payment is made at a rate of interest of 24% per annum."	19.1 19.2 19.3	15	75% payment against progressive bills after 15 days of payment of the bills to the respective contractors.  Balance 25% after the settlement of final bills of different contractors.  Balance 5% DLP, i.e virtual completion of the last contract.
					Existing Tender terms stands good.



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05	<b>Changes in the project</b>	Any change in scope of services shall be applicable only when the changes, timelines and additional costs (if any) have been agreed in writing by both parties. Clause 20 to be amended accordingly.	20.0	15	Bank without validating this agreement, may order changes in the project within the general scope of this agreement consisting of additions, alterations, deletions, or other revisions. All such changes by the authorized by change order in writing.	Existing Tender terms stands good.
06	<b>Termination of Contract</b>	This contract to be terminated with written notice in the event of breach by either party, which breach is not cured by the breaching party within 30 days upon receipt of written notice from the non-breaching party to rectify the breach.	21.1	16	If PMC fails to perform any of its obligations under this agreement and if bank is dissatisfied with the services of the PMC, bank may terminate the services of the PMC with a notice of winding up within a period of 1 month, after 7 days of written notice if during the notice period too, the PMC fails to perform such obligations or make good the deficiencies as pointed out to the PMC by the bank in writing.	Existing Tender terms stands good.
07	<b>BRIEF SCOPE</b>	Paragraph (o) being not part of our scope offerings. We cannot advise bank on any legal matters as we are not allowed to provide any legal advice.	23.0 (o)	20	Advise Bank with regard to extra claims & disputes/arbitration between bank & contractor/s, if any, and assist bank in case of any dispute till the cases are resolved either by mutual negotiation or through Arbitration or court, as the case may be.	Existing Tender terms stands good.



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08	<b>BRIEF SCOPE</b>	1. Any indemnification provided will be based on the gross negligence and willful misconduct standard and cannot be as broad as envisaged under this clause. CBRE will indemnify only to the extent of the performance of the scope and where any deficiency is because of CBRE's gross negligence and willful misconduct. 2. CBRE maintains standard insurances with respect to comprehensive general liability insurance, professional indemnity insurance and workers compensation as per its standards. These policies are maintained for all clients and will apply to this contract as well.	23 (i)	20-21	Insurance (as applicable): the PMC shall at all times indemnify and keep indemnified the employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses in relation thereto. ...The insurance policy so obtained shall be deposited by PMC to the employer	Existing Tender terms stands good.
09	<b>BRIEF SCOPE</b>	The PMC shall be responsible for any damage or loss caused due to gross negligence or willful misconduct of PMC or its employees during performance of PMC's services, and will indemnify the Bank for the same.	23.0 (v)	21	The PMC shall be responsible for any damages or loss on account of neglect or professional duty of conduct on the part of staff or engineers or others. To this effect, PMC shall indemnify the bank.	Existing Tender terms stands good.



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10	SITE VISIT	Whether the site can be inspected for understand the work scope for quote the rates.	NA	NA	NA	Interested bidder can inspect the premises (IMAGE) from 17 <sup>th</sup> March 2021 to 20 <sup>th</sup> March 2021(during working day/hours only).



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