

Motilal Nehru National Institute of Technology Allahabad, Prayagraj

RFP for Appointment of Central PSU or State Government PSU as Project Management Consultant

INFORMATION REGARDING REPLY OF QUERIES RAISED BY IRCON INFRASTRUCTURE & SERVICES LIMITED AND ENGINEERS INDIA LIMITED.

Reference: All the queries raised by Ircon Infrastructure & Services Limited received by their mail dated 01.11.2022 and Engineers India Limited received by their mail dated 30.10.2022.

Reply of each query is mentioned below:

Query No.	Clause/Article No./Page No.	Details of Query	Reply of the Institute in reference to the raised query
		Query raised by Ircon Infrastructure & Services Limited	
Query No.-1		It is requested to clarify whether the scope of work includes construction of new building or, reconstruction after dismantling existing building.	The scope of work includes construction of New buildings / New infrastructures works and major maintenance works of the existing buildings/ existing infrastructures as per requirements in the Institute campus within the duration of the MoU.
Query No.-2		It is requested to provide the tentative area of construction/reconstruction to get a clear understanding of the scope of work.	The scope of work includes construction of New buildings / New infrastructures works and major maintenance works of the existing buildings/ existing infrastructures as per requirements in the Institute campus within the duration of the MoU.
Query No.-3		In terms of clause no. 9 of RFP, the payment being released by MNNIT is less than that required to achieve financial progress for next stage. It is submitted that PMC is not supposed to infuse fund from its own pocket under 'Deposit	As per approved by the competent authority, mode of payment of service charges to the PMC will be same as mentioned in the

		Works' contracts, therefore MNNIT is requested to provide sufficient funds to PMC to achieve stage wise payments.	clause (9) of the RFP.
Query No.-4		The construction Period as mentioned in "Clause-7, Project Timeline" is 24 to 33 months depending upon the quantum of works. However, the PMC service is required for 5 year i.e. 60 months, it is understood that for period of 24/33 months MNNIT requires PMC services for maintenance and upgradation works of existing building, however the cost for these works would be very small. Therefore, it is requested to clarify that what will be basis of payments for PMC services required after completion of Project i.e. 24/33 months to 60 th months.	This tender is for the standing MoU for five years, however the individual projects as per sanctioned from the competent authority will be required to get completed within the project timelines mentioned in the clause (7) of the RFP and payment will be released for individual projects as per the MoU.
Query No.-5		It is understood that the maintenance does not include housekeeping & operations of building.	Maintenance works includes only major maintenance works of the existing buildings/ existing infrastructures as per requirements in the Institute campus.
		Query raised by Engineers India Limited	
Query No.-1	1 st Para at page no. 2 of 38 of RFP	It is mention that, "Request for Proposal (RFP) for appointment of Central Public Sector Undertaking (CPSU) notified by the Ministry of Urban Development (MOUD) or State Govt. PSU, listed in Stock Exchange" As per GFR Rule 133 (3) "a Ministry or Department may award repair works estimated to cost above Rupees Thirty Lakhs and original works of any value to: (i) any Public Sector Undertaking set up by the Central or State Government to carry out civil or electrical works.....". Accordingly, in line with the above GFR Clouse, Bidder understands that Engineers India Limited being a Public Sector Undertaking involved in execution of civil and electrical works, is eligible to bid for the subject assignment.	Keeping in view GFR Rule 133(3), Competent authority has approved the tender documents for appointment of Central Public Sector Undertaking (CPSU) notified by the Ministry of Urban Development (MoUD) or State Govt. PSU, listed in Stock Exchange, as Project Management Consultant (PMC) for execution of good quality work.
Query	Clause 12, Arbitration, Page	Bidder understands that AMRCD provisions should be applicable here. Accordingly, bidder	As present, Competent authority has approved the

No.-2	No. 18 of 38 of RFP	<p>requests to add the following at the end of said clause:</p> <p>Arbitration between the Bidder (being CPSU) and MNNIT shall be as per the "Administrative Mechanism for Resolution of CPSES Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013DPE(GM)/FTS'1835 dated 22-05-2018 and as amended from time to time or any other prevailing instructions/OM of DPE in this regard".</p>	<p>clause (12) of RFP for Arbitration.</p> <p>AMRCD may be taken into consideration when the MoU will be taken place.</p>
Query No.-3	General	<p>It is requested that the following clause be clearly mentioned in the RFP. PMC shall act and perform all functions mentioned in the scope as the "DULY CONSTITUTED ATTORNEY OF MNNIT" for execution of the Project.</p> <p>"The complete tendering exercise and award of works shall be done as per company's standard procedures in line with the CVC guidelines. MNNIT shall issue a clear Power of Attorney (POA) in the favor of PMC for awarding contracts / orders to CONTRACTOR(S), for and on behalf of MNNIT."</p> <p>Authorized representative of the PMC at site shall be the "Engineer in charge" for all Construction contracts and the PMC shall enter into agreements with the successful contractors as the constituted attorney of MNNIT.</p> <p>In case of termination of contract agreement between MNNIT and PMC, the contract management / administration shall be taken over by MNNIT or their authorized representative within a reasonable period of 1 month from the date of termination of contract agreement and the contract agreement between the contractors and MNNIT shall come into effect after that.</p>	<p>As approved, responsibilities of the PMC are mentioned in the clause (4) of the RFP.</p>
Query No.-4	Sub Clause (e) of Clause 5, Obligation of MNNIT Allahabad of RFP	<p>In reciprocation of Sub Clause (e) of Clause 5, it is proposed to add the following clause</p> <p>"Notwithstanding any other provision in this contract, in the event of any claim, action, demand, or any proceedings whatsoever being invoked by vendor(s); contractor(s), bidder(s), or prospective bidder(s) appointed by or on behalf of MNNIT, arising out of or in relation to or consequent upon this Contract or engagement of such vendor(s) or contractor(s), bidder(s), or</p>	<p>In clause 5(e) It is mentioned that Institute shall provide funds to the PMC for making payment as per the award or decree passed by the court of Arbitration or Tribunal.</p>

		<p>prospective bidder(s), the PMC shall provide all the necessary assistance including recommendation (except on legal issues) until a period of 6 months after the expiry of DLP period on mutually agreeable rates.</p> <p>MNNIT undertakes to hold PMC harmless and indemnified from any claim, action, demand, or any proceeding whatsoever invoked by vendor(s), contractor(s), bidder(s), or prospective bidder(s) of IIT (ISM) against PMC arising out of or in relation to or consequent upon this Contract or engagement of such vendor(s) or contractor(s), bidder(s), or prospective bidder(s) and shall reimburse for all costs (including legal and incidental costs such as travel as well as man-hour costs), charges and expenses incurred by PMC in defending or settling any suit, writ or other action or proceedings by any such third party (including vendor(s), contractor(s), bidder(s), or prospective bidder(s)] of MNNIT, in which PMC has been made or impleaded as a party/ Defendant/ or Respondent and/or for prosecuting any appeal, revision, or review in respect thereof, whether the claim, suit, writ or other action or proceedings is based on contract, quasi contract, tort of any other basis or breach of law."</p>	
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This is issued with the approval of the Competent Authority.

This is for your information and necessary action, please.

Senior Executive Engineer

For & on behalf of MNNIT Allahabad