



SEEPZ SEZ AUTHORITY

No.:E-OPT-11/82/2022-EO/RTPBQ

Date: 06 /06/2022

Responses to Pre-bid Queries

Tender Title: Request for Proposals for "Project Management Consultancy for Construction and Commissioning of New Standard Design Factory (SDF) Buildings Project at SEEPZ-SEZ, Mumbai"

Tender Reference No.: E-OPT-11/82/2022-EO

Tender ID: 2022_SEEPZ_689375_1

Sr. No	Reference	Brief clause	Clarification requested	Reply
1	Section 4, Evaluation Criteria, Eligibility Criteria, SN 3	Must have an average annual turnover of at least Rs. 15 Crore during the past 3 financial years (FY18-19, 19-20, 20-21)	Under Section 4 Evaluation Criteria, SI 3 to be revised to " <i>Must have an average annual turnover of at least Rs. 24 Crore during the past 3 financial years (FY18-19, 19-20, 20-21)</i> "	Suggested change will restrict competition. Hence, no change in the criterion.

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2	Section 4, Evaluation Criteria, Eligibility Criteria, SN 4	Must have a positive net worth as on 31 st March 2021	Under same section, Sl. 4 to be revised to " <i>Must have 100 Crore Net worth as on 31st March 2021</i> "	Suggested change will restrict competition. Hence, no change in the criterion.
3	Section 4, Evaluation Criteria, Eligibility Criteria, SN 5	<p>Must have completed at least 3 similar assignments as a PMC for constructing iconic buildings for government / public sector clients and the scope of work must include review of statutory compliances.</p> <p>Each assignment shall be of at least Rs. 30 Crore contract value.</p>	Under same section, Sl. 5 to be revised to " <i>Must have completed at least 1 work for constructing Infrastructure for government / public sector clients. Such assignment shall be of at least Rs. 64 Crore contract value.</i> "	'Similar assignments' refers to Standard Design Factories or Industrial Multi-storied Buildings with at least half the plinth size of the project and total cost of Rs.10 cr and above.
4	-	-	The estimated cost of the New SDF Building project may kindly be informed.	The estimated cost of SDF – IX & SDF – X shall be 30 crores each.

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5.	Section 5, Terms of Reference, Part A – Building Set Up	-	In Section 5 – Terms of Reference, Section Part A-Building Set up, it is requested to kindly inform whether issuance of Work Orders and Payments to the Contractors and Consultants are in the scope of the PMC or the Client i.e. SEEPZ SEZ Authority.	Yes, issuance of work orders and payments to the contractors and consultants shall be part of PMC's scope of work.
6.	Section 5, Terms of Reference, Requirement of Key Persons, SN 2	B.E / B.Tech Must have worked as an engineer in a government works department for a period of at least 10 years. Must have a hands-on experience of undertaking works procurements including empanelment of contractors.	In Section 5 – Terms of Reference, Requirement of Key Experts; S.No.2 PublicWorks Expert, it is requested to kindly inform the discipline of the Expert i.e. Civil,Electrical etc. or B.E. / B.Tech in any discipline can be suggested as part of the proposal	Civil / Structural Engineering discipline along with adequate exposure and experience in the mechanical and electrical field is expected.
7.	-	-	Request for extension of time for submission of bids	Accepted. Please refer to the date corrigendum issued in this regard.

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8.	Section 4, Eligibility Criteria, SN 5	<p>Must have completed at least 3 similar assignments as a PMC for constructing iconic buildings for government / public sector clients and the scope of work must include review of statutory compliances.</p> <p>Each assignment shall be of at least Rs. 30 Crore contract value.</p>	<p>Relevant experience of completion in similar works such as successfully SDF Building / trade facilitation centres / Expos etc. should have been considered as technical experience due to specialized nature of works.</p>	<p>Please refer to the revised criteria for evaluation provided in the technical corrigendum.</p> <p>The scoring logic stipulates that more relevant experience would be given more marks.</p>
9.	Section 4	-	<p>QCBS mode of selection to be considered with a weightage of technical and financial 80:20, this will ensure competent agency are selected. (Sample evaluation criteria attached)</p>	<p>Technical evaluation stage with minimum score requirement has been added. However, selection of the PMC shall be on L1 basis among the technically qualified bidders.</p>
10.	Section 4	-	<p>PMC work should be assigned on deposit work basis with terms and conditions as per the signed MOU in order to ensure fulfil responsibility and answerability by the PMC in all aspects of works i.e "concept to commissioning".</p>	<p>Yes, the work shall be assigned on deposit work basis.</p>

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11.	Section 4	-	Fund release and Payment of agency fees to be adopted as per the signed MOU.	Accepted. Please refer to the technical corrigendum in this regard.
12.	Section 4	-	Timeline of 15 months is very less it should be consider at least 18 months.	<p>No changes in the timeline and preference will be given for expeditious completion of work.</p> <p>The timeline is based on the target set by the Minister of Commerce and Industries, Government of India and is non-negotiable.</p> <p>The PMC shall select a contractor keeping in mind the project timeline. Geotechnical survey works shall be completed by the client and a clear site along with necessary utilities (water & power) shall be made available to the contractor along with the geo-technical survey report as per the stipulated timeline.</p>
13.	Section 5, Timelines Section 3, ITC 1 d)	<p>Timeline from inception to foundation (12 months) to commissioning (3 months) – Total 15 months.</p> <p>The intended completion date is 31st May 2023</p>	As Per the Page 27 of 60 Time Line of project is 12 Months + 3 Months. Although Completion Period is Mentioned 31 st May 2023 in Page No. 16 of RFP as per ITC 1d and Expected date of award of contract is 10 th June 2022 in Page No. 17	<p>Please refer to the technical corrigendum issued in this regard.</p> <p>It may be noted that the handover of the buildings shall be expected on or before 15th April 2023.</p>

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	<p>Section 3, ITC 28 a)</p> <p>Section 4, Tentative Project Schedule</p>	<p>The expected date of award of contract is 10th June 2022</p> <p>Completion & Handing Over – 25th April 2023</p>	<p>of RFP as per ITC 28a. Which is less than Even 12 Months. And in Page 29 of 60 the Completion Period is as 25th April 2023 Which is even less than 11 Months.</p> <p>Hence kindly clarify/confirm the Timelines and period from your end.</p>	
14.	-	-	<p>During Site Visit it was observed that There are Trees in the proposed Site for SDFs. Whether cutting of trees will be in contract.</p> <p>Kindly Confirm whether environmental clearance will be obtained from SEEPZ or the same will lie in the Scope of the bidder</p>	The clearance will be obtained by SEEPZ.
15.	Section 5, Objective & Scope of Work, Part A – Building Set Up,	The PMC is to closely monitor compliance to relevant statutory provisions such as the General Financial Rules (GFR), Manuals of Procurement of Goods, Works and Services, EHS regulations, Environment Protection Act, etc.	In Page 29 of 60 "The PMC is to closely monitor compliance to relevant statutory provisions such as the General Financial Rules (GFR), Manuals of Procurement of Goods, Works and Services, EHS regulations, Environment Protection	<p>Assistance by PMC and cost thereof by SEEPZ on actual basis.</p> <p>PMC shall take care of the processes and costs. Client will reimburse the fees as per actuals and provide necessary documents for obtaining these clearances.</p>

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	Compliance with Govt. Statutory Laws	These statutory compliances need to be monitored in light of the following activities carried out in the New SDF Building Project:	<p>Act, etc. These statutory compliances need to be monitored in light of the following activities carried out in the New SDF Building Project"</p> <p>Kindly Clarify from your End whether the Bidder is to only Monitor and Assist the owner for Compliances and Clerances or The Bidder has to obtain the Clerances from the relevant Departments . Please also Confirm whether the Cost to be borne By bidder or the Owner.</p>	
16.	Section 5, Objective & Scope of Work, Part A – Building Set Up, Compliance with Govt. Statutory	If necessitated there may be need to explore possibility of relaxation of the vertical ceiling with Ministry of Civil & Aviation / DGCA and in the event of such possibility the piling / foundation to be factored accordingly. However, for speed of construction it is proposed to have a G + 5/6 structure with one level /two level basements as appropriate.	As per Page No. 29 & 30 of 60 "if necessitated there may be need to explore possibility of relaxation of the vertical ceiling with Ministry of Civil & Aviation / DGCA and in the event of such possibility the piling / foundation to be factored accordingly. However, for speed of construction it is proposed to have a G + 5/6 structure with one level	<p>SDF 10 will be with Basement and SDF 9 will be G+5/6.</p> <p>Maximum Elevation is of 29.18 mt. (Please refer Annexure-5 of Corrigendum)</p> <p>The piling query is not relevant at this stage as the design is not fixed; it depends on the geotechnical survey.</p>

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	Laws		/two level basement as appropriate." Kindly confirm whether Piling to be considered for this Project.	
17.			As per Page 30 of 60 the Scope includes "Payments to the contractors and maintenance of relevant documentation" Kindly Confirm whether the Payment to Contractor to be Made by Owner or Bidder	The contract shall be on deposit works basis. Payments to the contractors shall be made by the PMC.
18.	Section 5, Objective & Scope of Work, Part A – Building Set Up, Compliance with Govt. Statutory Laws	Payments to the contractors and maintenance of relevant documentation	There is nothing mentioned about Tender Fee and EMD. Kindly Confirm that the same is Nil	Yes, there is no tender fee and EMD.
19.	Section 2,	The evaluation of financial	As Per Page 14 of 60 it is mentioned	Please refer to the corrigendum issued in this

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	23. Evaluation of Proposals, a)	Proposal will include and take into account the GST payable on the services if the contract is awarded to the Consultant. The Consultant is required to include all applicable taxes in its price proposal. SEEPZ SEZ Authority will not be liable to pay any amount in addition to the quoted amount towards taxes	"The evaluation of financial Proposal will include and take into account the GST payable on the services if the contract is awarded to the Consultant. The Consultant is required to include all applicable taxes in its price proposal. SEEPZ SEZ Authority will not be liable to pay any amount in addition to the quoted amount towards taxes." Although in the BOQ Rate to be Quoted without taxes Kindly Clarify Whether the Taxes/GST to be included in Basic rate or not.	regard. Since services supplied to SEZs attract zero rates GST as per section 16 of the IGST Act, there shall be no incidence of GST. Clarification regarding GST is attached for ready reference.
20.	-	-	We require the list of Machinery /Equipment to be installed at the centre	The machinery and equipment list will be shared with the successful bidder after signing of contract
21.	-	-	As per scope of PMC, the firm has to review the design and drawing, please confirm whether Design & drawing agency will be finalized by SEEPZ or will be in Bidders scope.	The task is in the PMC's scope. In the interest of expeditious completion of works, PMC shall engage an EPC (Design and Build) contractor.
22.	Section 5,	-	CV of Key experts to be submitted	Since the manual for procurement of works

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	Requirement of Key Experts		along with the bid Although being a PSU we cannot confirm before the Award of Contract whether to whom will be deployed at the Site.	instructs that PMC assignment is to be treated like consultancy engagement, key expert evaluation is essential. Please refer to the technical corrigendum regarding revisions in the evaluation criteria.
23	-	-	Whether SPBG/Performance Security is applicable for project or not? If yes, please provide the detailed clause.	Performance Security shall be 5% of the contract value. Please refer to the corrigendum issued in this regard.
24	-	-	Whether Defect Liability Period is applicable for project or not? If yes, please provide the detailed clause	Defect liability period clause shall be included in the contractor's work order. It is not relevant for this contract which is of the nature of PMC (Consultancy Services).
25	-	-	Whether Liquidated Damage is applicable for the project or not? If yes, please provide the detailed clause	Liquidated damages shall be levied @0.2% of the contract value per week. The detailed LD clause shall be included in the contract agreement and shared with the successful bidder.
26	Section 4, Evaluation Criteria, SN 5	Must have completed at least 3 similar assignments as a PMC for constructing iconic buildings for government / public sector clients	Definition of Similar Assignments has not been specified in the tender document.	'Similar assignments' refers to Standard Design Factories or Industrial Building Multi-storied with at least half the plinth size of the

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		<p>and the scope of work must include review of statutory compliances.</p> <p>Each assignment shall be of at least Rs. 30 Crore contract value.</p>	<p>Bidder requests SEEPZ-SEZ authority to provide clarity on the same.</p>	<p>project and total cost of 10 cr and above.</p>
27	Section 4, Evaluation Criteria, SN 5	<p>Must have completed at least 3 similar assignments as a PMC for constructing iconic buildings for government / public sector clients and the scope of work must include review of statutory compliances.</p> <p>Each assignment shall be of at least Rs. 30 Crore contract value.</p>	<p>Whether the assignment value of Rs 30 Lakh Contract value mentioned in the criteria is the Total cost of the project or the Fee of the PMC Consultant (Tender contract Value). Bidder request SEEPZ-SEZ to provide clarification on the same.</p>	<p>It is the value of the construction project and not fees received for project management.</p>
28	Section 5, Objective & Scope of Work	-	<p>Design part is not in the scope of the PMC Consultant and the same shall be taken care by SEEPZ-SEZ. Bidder's scope is limited to the review of design. Please confirm whether the bidder's understanding is correct.</p>	<p>The task is in the PMC's scope. In the interest of expeditious completion of works, PMC shall engage an EPC (Design and Build) contractor.</p>
29	Section 5, Objective &	-	<p>Bidder request to clarify whether PMC has to execute the project on</p>	<p>Yes, the contract shall be on deposit work basis.</p>

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	Scope of Work		Deposit concept (i.e. Project fund shall be deposited in project escrow account)?	
30	Section 5, Objective & Scope of Work	-	Bidder understands that PMC shall assist SEEPZ-SEZ authority for Contracts Management & Procurement. However the issuance of tender document, evaluation, award of contract and payment to the contractor/ vendor shall be done by SEEPZ-SEZ authority. Bidder request SEEPZ-SEZ authority to confirm the same.	No, please refer to GFR 133(3). The PSU is expected to take care of the complete project management on behalf of SEEPZ, including tendering, selection of the contractor and payments as SEEPZ itself is not empowered to undertake works above the value of Rs.30 Lakh.
31	Section 5, Objective & Scope of Work	-	Bidders role as PMC is limited to supervision during pre-construction phase, the Implementation/construction phase, handing over by the contractor and post construction till the start of production. Bidder request SEEPZ-SEZ authority to confirm the same.	No, please refer to GFR 133(3). The PSU is expected to take care of the complete project management on behalf of SEEPZ, including tendering, selection of the contractor and payments as SEEPZ itself is not empowered to undertake works above the value of Rs.30 Lakh.
32	Section 5, Objective &	-	Bidder request to inform estimated project cost and total built-up area	Total cost of the building for SDF IX and X shall be 30 crores each.

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	Scope of Work		to be developed for the project.	The built up area for the SDF IX and for SDF X shall be decided in the design and built stage.
33	Section 5, Objective & Scope of Work	-	Bidder request to confirm whether Design Consultant/ Architect shall be appointed by the PMC (Fee of Design Consultant/ Architect shall be in PMC's scope).	Yes. Please note that the PMC shall plan and implement the entire project on behalf of SEEPZ. However, in the BoQ, the PSU is expected to enter only their lumpsum PMC fees.
34	Section 5, Objective & Scope of Work	-	Bidder request to please inform regarding status of regulatory / statutory approvals of the project such as Building Plan approval, Fire NoC, Environment approvals, AAI NOC etc. We understand that PMC shall only coordinate/ provide assistance to owner in obtaining the said approvals. Any processing/ statutory Fee shall be paid by the owner directly to authorities.	PMC shall do the necessary processes to obtain approvals and clearances. Fees shall be paid by SEEPZ.
35	Section 5, Objective & Scope of	-	There is a discrepancy in the project time schedule given at pg. 27 and at	Please refer to the technical corrigendum in this regard.

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	Work		pg. 29. Bidder request to clarify.	It may be noted that the handover of the buildings shall be expected on or before 15 th April 2023.
36	Section 5, Objective & Scope of Work	-	Bidder understands that for appointment of the contractor, bids/ tender shall be floated/called and received by the owner and the work shall be awarded by the owner to the contractors (contract to be signed between owner and the contractor. However PMC shall provide all desired assistance in the tendering process.	No, please refer to GFR 133(3). The PSU is expected to take care of the complete project management on behalf of SEEPZ, including tendering, selection of the contractor and payments as SEEPZ itself is not empowered to undertake works above the value of Rs.30 Lakh.
37	Section 5, Payment terms	-	<p>Bidder suggest that payment terms are not pragmatic and should be modified as under:</p> <p>Bidder proposes following Payment Terms:</p> <p>S.N.1 On completion of Design review - 10%</p> <p>S.N. 2 On appointment of a Contractors for Construction - 10%</p>	<p>Please refer to the technical corrigendum issued in this regard.</p> <p>The payment timeline is revised based on the sample MoU document provided as an annexure to the Manual for Procurement of Works, 2019.</p>

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			<p>S.N. 3 On project stage construction stage wise plinth, slab, etc. - 45%</p> <p>S.N. 4 External development, main MEP Services till shaft accessible for floor development - 30%</p> <p>S.N. 5 On completion of the works (Once building would be commissioned and handed over to SEEPZ-SEZ) - 5%</p>	
38	Section 5	-	Bidder understands that the work shall be executed through contractors on conventional Item rate tender philosophy.	The PSU is expected to take care of the complete project management on behalf of SEEPZ, including tendering, selection of the contractor and payments. Specificities of the tasks can be discussed and decided among stakeholders post award of contract.
39	Section 6, 2. Form of Contract	-	<p>Following document as mentioned in Clause S no.1 which shall form intergral part of this contract is not available in the 60 Page Tender document.</p> <p>(a) The General Conditions of Contract</p>	<p>Please refer to the Corrigendum, Point No. 8 –</p> <p>The sample MoU provided as Annexure 8 to the Manual for Procurement of Works, 2019 shall be followed as the base document for this contract with additions of certain standard clauses such as Force Majeure,</p>

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			(b) The Special Conditions of Contract Bidder request SEEPZ SEZ Authority to provide above documents.	Insurance Requirements, Indemnity, Liquidated Damages, etc.
40	Section 6, 2. Form of Contract	-	Bidder request SEEPZ SEZ Authority to confirm overall Liability of the PMC consultant under the contract	Bidder's professional liability shall be 110% of the contract value.
41	-	-	Estimated project cost for the two buildings	Total estimated cost of the building for SDF IX and X shall be 30 crores each.
42	-	-	Whether all design process is complete?	No.
43	-	-	What is the status of Design / Tender drawings?	Design/drawings are included in PMC's scope of work.
44	-	-	Mode of selection of contractor EPC/Item rate	The PSU is expected to take care of the complete project management on behalf of SEEPZ, including tendering, selection of the contractor and payments. Specificities of the tasks can be discussed and decided among stakeholders post award of contract.

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45	-	-	Who will prepare the tender documents, invite tenders and evaluating the bids?	The PSU is expected to take care of the complete project management on behalf of SEEPZ, including tendering, selection of the contractor and payments.
46	-	-	Who will issue work order?	
47	-	-	Who will issue GFC drawings to the contractor	
48	-	-	Please confirm the mode of payment to contractors	
49	-	-	Please confirm the completion period	The handing over of the SDF buildings shall be on or before 15 th April 2023.
50	-	-	Whether statutory fee will be paid by client	Yes, fees for obtaining statutory approvals / clearances shall be borne by the client.


 Development Commissioner
 SEEPZ SEZ