

भारतीय प्रबंध संस्थान जम्मू

Indian Institute of Management Jammu

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CORRIGENDUM – 2

Dated: 25-01-2024

Ref: NIT for Transaction Advisor for facilitating Viability Gap Funding (VGF) for Academic block, Hostels and faculty & staff residences at IIM Jammu from Empaneled Transaction Advisers for Public Private Partnership Projects at IIM Jammu

With reference NIT Ref. No. IIMJ/NIT/Trans-Advisor/2023-24/17 dated 07.12.2023 for Transaction Advisor for facilitating Viability Gap Funding (VGF) for Academic block, hostels and faculty & staff residences at IIM Jammu from Empaneled Transaction Advisers for Public Private Partnership Projects at IIM Jammu”, it is hereby notified to all that the critical dates are hereby extended.

Sr. No.	Critical Dates	Existing dates	Revised dates
01	Bid Submission End date	25.01.2024 till 12:30 PM	11.01.2024 till 12:30 PM
02	Bid Opening date	26.01.2024 @ 3:00 PM	12.01.2024 @ 3:00 PM

This Corrigendum along with the replies to the Pre-bid meeting queries mentioned below shall be the part of NIT.

Chief Administrative Officer
IIM Jammu

NIT for Transaction Advisor for facilitating Viability Gap Funding (VGF) for Academic block, Hostels and faculty & staff residences at IIM Jammu from Empaneled Transaction Advisers for Public Private Partnership Projects at IIM Jammu

Dated: 25-01-2024

An online Pre-bid meeting was held on 20.12.2023 at 04.00 PM through Google Meet with the Empaneled Transaction Advisors for Public Partnership Projects for pre-bid queries before bid submission in reference to the NIT Ref. No. IIMJ/NIT/Trans-Advisor/2023-24/17 dated 07.12.2023 for Transaction Advisor for facilitating Viability Gap Funding (VGF) for Academic block, hostels and faculty & staff residences at IIM Jammu from Empaneled Transaction Advisers for Public Private Partnership Projects at IIM Jammu

Details of queries raised by prospective bidders and their replies provided by IIM Jammu are as under:

Query1:	<p>Page -2 Tender Schedule/ Bid-Data Sheet: Last Date and Time for Uploading of Bids (08.01.2024 till 03:00 PM)</p> <p>Bidder-1: Request to please consider it 4 weeks from the date of issue of response to pre bi queries with time of submission at 5 pm. The extra time is sough due to submission of bid in physical form which by courier takes 3 days to submit.</p> <p>Bidder-2: The time given for submission of proposal is less. More time will be required from the date of issue of response to pre-bid queries. Hence, we request you to please consider an extension by 2 weeks i.e. till 22nd January 2024</p> <p>Bidder-3: Request the Authority to kindly extend the bid submission date by at least 3 weeks from the issue of the corrigendum or pre-bid replies to submit a well-informed proposal and to take the necessary approvals internally.</p> <p>Bidder-4: We request client to provide Minimum (3) three Weeks extension after reply to pre bid queries/Issuing Corrigendum/Addendum with changes in terms and conditions to the tender document.</p> <p>Bidder-5: We request the Authority to provide at least two weeks from the issuance of corrigendum/ response to the pre bid queries for us to prepare an informed bid.</p>
Reply:	Extension of two weeks shall be given after the issuance of the replies to the pre-bid meeting queries/ Corrigendum.
Query2:	<p>Page -2 & 3 Tender Schedule/ Bid-Data Sheet:</p> <p>The Request for proposal documents shall be sent to the address mentioned below, either by post or by courier (duly sealed and super scribed on the envelope with the Vendor Email ID, Contact Number, tender reference No. and due date & time) so as to reach our office before the due date and time specified in our schedule. The offer/bid can also be dropped in the tender box at IIM Jammu, Jagti Campus on or before the due date and time specified in the schedule.</p> <p>Bidder-1: We request the authority to kindly allow Online Submission.</p> <p>Bidder-2: We request authority to allow for online bid submission rather than physical submission.</p>
Reply:	As per NIT only.
Query3:	<p>Page no 4, Clause 2-Instruction to Bidders Sl. No 4: Validity: The validity of Quotation should be not less than 90 days from the due date of tender.</p> <p>Bidder: The RFP generally provides Bid Covering letter wherein the Bidder confirms the validity and also that Bid is unconditional and unqualified. Please suggest under which Annexure- we shall confirm this condition.</p>
Reply:	The Annexure “TENDER ACCEPTANCE LETTER” is attached in Corrigendum
Query4:	Page no 4, Clause 2- Instruction to Bidders Sl. No 5: Risk Purchase Clause: - In the event of failure of supply of the

	<p>item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from other sources on the total risk of the supplier under risk purchase clause.</p> <p>Bidder: As outcome of the assignment is not solely dependent on TA's work, TA cannot bear such risk if IIMJ offers the consultancy to some other consultant if the bids received are below par or less in number. We request you to kindly delete this provision.</p>
Reply:	The above Clause is being deleted.
Query5:	<p>Page no 5, Clause 2-Instruction to Bidders Sub Point No- 8: Debarment from Bidding: In case of breach of Terms & Conditions, Bidder may be suspended from being eligible for bidding in any contract with the IIM Jammu up to 2 Years [as per Rule 151(iii) of GFR from the date of Tender.</p> <p>Bidder: Please clarify whether the Terms & Conditions being referred to are on reference to the RFP document or would be as per the Contract document. If for latter, it is requested a copy of the expected contract document to be signed upon being selected as TA for the engagement be shared.</p>
Reply:	Terms and conditions are for Bidding process as well as contract in accordance with the NIT.
Query6:	<p>Page no 5, Clause 2-Instruction to Bidders Sub Point No- 9, Disputes and Jurisdiction: Settlement of Disputes: Any dispute, controversy or claim arising out of or in connection with the PO issued (to successful bidder) including any question regarding its existence, validity, breach or termination, shall in the first instance be attempted to be resolved amicably by both the Parties. If attempts for such an amicable resolution fails or no decision is reached within 30 days whichever is earlier, then such disputes shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Unless the Parties agree on a sole arbitrator, within 30 days from the receipt of a written request by one Party from the other Party to so agree, the arbitral panel shall comprise of three arbitrators. In that event, the supplier will nominate one arbitrator and the Project Coordinator of IIM Jammu shall nominate an arbitrator. The Director, IIM Jammu will nominate the Presiding Arbitrator of the arbitral tribunal. The arbitration proceeding shall be carried out in English language. The cost of arbitration and fees of the arbitrator(s) shall be shared equally by the Parties. The seat of arbitration shall be at IIM Jammu, Jammu.</p> <p>Bidder: We request you delete the said and clause replace it as per the following</p> <p>9. Settlement of Disputes: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be New Delhi in India and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.</p>
Reply:	As per NIT only
Query7:	<p>Page no 5, Clause 2, Instruction to Bidders Sub Point No- 11</p> <p>Page no 6, Clause 2, Instruction to Bidders</p> <p>Page no 14, Clause 4 eligibility criteria Sl no 1,</p> <p>As per the Government of India Order, “Class - I Local Suppliers “and “Class - II Local Suppliers” can participate in this tender. Local Content declaration to be submitted as per Annexure 2.</p> <p>Bidder should confirm their acceptance that they comply with the provisions with report to “Guidelines for eligibility of a bidder from a country which shares a land border with India as detailed at Annexure-3. The bidder should submit Certificate for “Bidder from/ Not from Country sharing Land border with India & Registration of Bidder with</p>

	<p>Competent Authority” as per Order of DoE F.No.6/18/2019-PPD dated 23.07.2020 as mentioned.</p> <p>Bidder-1: The preference to public procurement order was applicable to supplier of goods and services (software) and for services wherein transfer of technology is involved and NOT for TA services/ consultancy services. The present tender is limited and applicable to already shortlisted consultant by DEA following due process of Government of India and to the firms registered in India, therefore local content conditions are not applicable. Request to please remove the conditions and submission of documents thereof. The Local content confirmation documents are issued by MSME registered entities, manufacturing goods.</p> <p>Bidder-2: We observed that the Preference to “class 1 Local Suppliers” as per as per public procurement (preference to make in India) order 2017 .O.M No P- 45021/2/2017 – pp(BE – 11) dt 04/06/2020 which is for encouraging “Make in India” and promoting manufacturing and production of Goods and Services in India. However, the RFP has been floated for the Selection of the already DEA empanelled Transaction Advisors for the PPP projects. The above preference is not applicable for the selection of transaction advisor for PPP projects. Therefore, we request you to omit the said clause from RFP document.</p> <p>We understand that, the RFP has been floated for the Selection of the already DEA empanelled Transaction Advisors for the PPP projects. The clause of “Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P-45021/2/2017-PP (BE II) dated 16th September 2020” is not applicable for the selection of transaction advisor for PPP projects.</p> <p>However, the RFP has been floated for the Selection of the already DEA empanelled Transaction Advisors for the PPP projects. The above preference is not applicable for the selection of transaction advisor for PPP projects. Therefore, we request you to omit the said clause from RFP document.</p> <p>Bidder-3: We request authority to provide more clarity on Class-I and Class-II local suppliers. We believe that these would be your standard conditions for procurement. However, we as national consultants are service providers and all our services are generated in India and hence you can also invite the tenders straight from Indian Firms and ask for a declaration of place of origin of service. This would remove confusion on the eligibility aspect.</p> <p>Bidder-4: Since, the RFP only invites the firms Empanelled list of Transaction Advisers for Public Private Partnership Projects listed in the Notification F. No.2/3/2021-PPP and the TA’s applying are already empanelled and pre-qualified though empanelment process as transaction advisory services provider, additional requirements for registration as supplier may be done away with. It is noted that the current empanelment includes service providers registered in India under Companies Act and proposed services are allowed on India. We request you to kindly remove this requirement and consider DEA empanelment as valid registration for eligibility.</p>
Reply:	<p>RFP issued to the empanelled Indian agencies of GOI. However, the clause is being included in the NIT being the standard mandatory guidelines as per the GFR.</p>
Query8:	<p>Page no 5, Clause 2, Instruction to Bidders Sub Point No- 12:</p> <p>Selection of Successful bidder and Award of Order – Evaluation and Award of contract will be done as per GOI MOCI Order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part (1) (E-50310) Dt.4th March 2021 and any subsequent modifications / Amendments, and latest orders if any.</p> <p>Bidder-1: As stated in the RFP, the evaluation of the technical proposal would be on the basis of the bidder’s prior experience in PPP, proposed key personnel for the assignment and construction management experience. We request you to kindly specify the below;</p> <ul style="list-style-type: none"> (i) The minimum number of PPP projects to be show cased as per the evaluation criteria of 50%weightage. (ii) The Key personnel requirement for the project along with their required qualification and experience. (iii) The minimum number of construction management projects to be showcased as per these evaluation criteria of 20% weightage. <p>The above parameters shall assist in showcasing the appropriate experience credentials and team composition aligned to the scope.</p> <p>Bidder-2: The scope of work is specialised scope of work for appointment of TA for prestigious project. hence, the</p>

	<p>clause mentioned in the RFP for selection of the bidder may not be relevant. With our experience in the similar assignments, we suggest you select the bidder through Quality and Cost Based System (QCBS) which is widely followed by all the government entities in India Therefore, we request you to modify the clause as per the following, The evaluation of the Technical and Financial Proposals shall be undertaken by broadly following the Quality and Cost Based System (QCBS) as per following, In deciding the final selection of the consultant, the technical quality of the proposal will be given a weightage of 80%. The method of evaluation of technical qualification will follow the making provided at Page no. 7 & 8 (Technical Evaluation Criterion) of RFP.</p> <p>The price bids of only those qualified bidders who score more than 70 marks in technical evaluation will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 20%. The formula for determining the financial scores is the following: $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F is the price of the proposal under consideration. The formula for determining the technical score is as follows: $S_t = T$, in which S_t is the technical score of the proposal under consideration Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (W_t = the weight given to the Technical Proposal; W_f = the weight given to the Financial Proposal; $W_t + W_f = 1$) indicated below. The combined score (S) will be calculated as follows: $S = S_t \times W_t + S_f \times W_f$</p>
Reply:	<p>Tender shall be evaluated based on the LCS Method i.e., Least cost system Method as per the provision of the NIT. However, the Minimum Technical qualification Score shall be 70 marks out of 100 as per the Technical Evaluation Criteria. In case of insufficient qualified bidders, IIM Jammu reserves the right to lower the threshold of the qualifying marks. No financial bid of the unsuccessful bidders in the technical qualification shall be opened.</p>
Query9:	<p>Page no 5, Clause 2-Instruction to Bidders Sl. No 13: The technical proposals from the bidders will be evaluated by the duly appointed committee based on prior experience in PPP projects (weightage of 50%), qualifications of the personnel to be assigned to this project (weightage of 30%), and Experience in management of Construction projects (weightage of 20%), and the qualified bidders will be shortlisted. Only the financial bids of the shortlisted bidders will be opened, and the consultancy work will be awarded to the bid with the lowest amount, excluding any optional items of scope.</p> <p>Bidder-1: The evaluation in terms of Experience in management of construction projects is not aligned with Technical Evaluation criteria table at page no 7. Please clarify what experience documents required for assigning weightage.</p> <p>Bidder-2: As per the mentioned clause at page no. 5, weightage for the evaluation is a) Prior experience in PPP projects (weightage of 50%) b) Qualifications of the personnel to be assigned to this project (weightage of 30%) c) Experience in management of Construction projects (weightage of 20%) However, as per the Technical Evaluation Criterion a Page no. 7 & 8, the marking is provided as</p> <p>Financial Capacity (10 %) b) Prior experience in PPP projects & Project management (20 %) c) Technical Presentation (Approach & Methodology, Understanding project, work plan, etc.) – 30 %) d) Qualification & Experience of Key Personnel – 40 %</p> <p>Therefore, we understand that the weightages of marks will be considered as per the marks provided at Page no. 7 & 8 only.</p> <p>Bidder-3: It is mentioned that the financial bids of shortlisted firms will be opened and firm with lowest financial bid amount will be selected. So please clarify how many marks are required to be scored by the bidder in order to qualify / shortlisted for financial bid opening.</p> <p>Bidder-4: The scope of work for Transaction Advisors is clearly defined by the procuring agency as this impact the efforts estimates and financial offer. However, in the referenced form currently, the scope indicates optional compliance.</p> <p>We request the scope be fixed and optional compliance column be removed. If not agreeable, we further request clarification with respect to coverage and inclusions that the Institute envisages as ‘optional items of scope’ mentioned in the clause.</p>
Reply:	<p>Please refer Replies in Query No. 08. All the activities in the scope of work are mandatory. The scope of work for the NIT has been revised and issued with this Corrigendum-2 along with the Timelines. (Scope of Work including Timelines of Deliverables on Page 15-17).</p>

Query10:	<p>Page no 6, Clause 2, Instruction to Bidders:</p> <p>Preference to “ class 1 Local Suppliers”: preference will be given to “class 1 local suppliers” (subject to class – I local supplier’s quoted price falling within the margin of purchase preference) as per public procurement (preference to make in India) order 2017 .O.M No P- 45021/2/2017 – pp(BE – 11) dt04/06/2020 subject to the conditions that the “class 1 Local Supplier” should agree to supply goods /provide service at L1 rate and furnish a certificate with the technical bid document that the goods/service provided by them consists local content equal to or more than 50%.(certificate from Chartered Accountant in case value of contract exceeds Rs 10 crores).</p> <p>Bidder: We understand that participation for this tender is by invitation only and is limited to the Empanelled list of Transaction Advisers for Public Private Partnership Projects listed in the Notification F. No.2/3/2021-PPP.Since the TAs are already empanelled and pre-qualified through empanelment process as transaction advisory services provider, additional requirements for registration as supplier may be done away with. It is noted that the current empanelment includes service providers registered in India under Companies Act and proposed services are allowed on India. Technical Experience may thus be claimed by providing proof of projects and services provided for same in India. Accordingly, we request you to</p> <p>a) Kindly remove Local supplier registration requirement and consider DEA empanelment as valid registration for eligibility.</p> <p>b) Kindly consider the Letter of Award/Completion Certificate Statutory Auditor Certificate for projects undertaken for Indian clients and in India towards meeting qualification requirement for projects.</p>
Reply:	<p>The provision is as per the guidelines of GoI. Since, the bid is of Limited nature among the empanelled Indian agencies only and therefore the provision of purchase preference may not be applicable.</p>
Query11:	<p>Page no 6, Clause 2, Instruction to Bidders:</p> <p>‘Margin of purchase preference’: - The margin of purchase preference shall be 20%. The Definition of the margin of purchase preference is defined in the govt. of India Order No: P- 45021/12/2017-PP (BE-II)Dt.4th June, 2020) Order 2017. As per the Government of India Order – “Margin of Purchase Preference” means the maximum extent to which the price quoted by a “Class-I local supplier” maybe above the L1 forthe purpose of purchase preference.</p> <p>Bidder: The bid evaluation criteria states project shall be awarded on ‘L1’ basis. Generally, in the event selected L1 bidder is disqualified, negotiations are held with L2 and L3 bidders. Hence, we kindly request you to remove the ‘Margin of purchase’ clause, as typically the same is not applicable in the L1 bid award scenario.</p>
Reply:	<p>The bid is of Limited nature among the empanelled Indian agencies only and therefore the provision of purchase preference may not be applicable.</p>
Query12:	<p>Page 7, Technical Evaluation Criteria table Sr no 1: The bidder should have minimum turnover from the consultancy services of Rs. 200 Crores in each of past three financial years Rs. 200 Crore in each year – 5 Marks</p> <p>Rs. 500 Crores in each year – 10 Marks</p> <p>Bidder: Request to make it to 400 crores annual turnover in each year. To make it competitive and participatory.</p>
Reply:	<p>As per NIT only.</p>
Query13:	<p>Page 7, Technical Evaluation Criteria table Sr no 2:</p> <p>The bidder should have experience of operating a Project Management Unit in central government organization where a professional fee is more than Rs. 1crore.</p> <p>b. The bidder should have experience of Public Private Partnership (PPP) in education / skill. development sectors in at least two States in India</p>

	<p>i. Less than Two States – 0 Marks</p> <p>ii. 2 or more States – 5 Marks</p> <p>Bidder:</p> <p>Bidder-1: The criteria of PMU experience are not relevant in the context of proposed assignment as the proposed assignment is a transaction advisory.</p> <p>Bidder-2: a. Considering that this project does not require setting up of a project Management Unit, requesting you to kindly delete this clause - in line with recent documents of other central educational institutes such as IIIT Una, Pune & IIT Madras, Jodhpur. b. Considering that PPP in educational sector is a relatively recent sector, requesting you to kindly delete this clause.</p> <p>Bidder-3:</p> <p>b. The bidder should have mandated of Public Private Partnership (PPP) in education / skill development sectors projects in India.</p> <p>i. Less than Two Projects – 0 Marks</p> <p>ii. 2 or more projects – 5 Marks</p> <p>Bidder-4: The Bidder should have experience of PPP Transaction Advisory in the eligible sectors:</p> <p>i. Less than or equal to 7 Project: 5 marks</p> <p>ii. Between 8 and 10 Projects: 7 marks</p> <p>iii. 10 or more Projects: 10 marks</p>
Reply:	As per NIT only
Query 14:	<p>Page 7, Technical Evaluation Criteria table Sr no 4: Technical Presentation</p> <p>Bidder: We request you to clarify that if the technical presentation is required to submit along with the Envelope 1: Technical Proposal</p>
Reply:	The presentation shall be online during technical evaluation after the opening of technical bids. All the bidders will be intimated accordingly.
Query 15:	<p>Page no 8, Key Personnel for the Project (Qualifications and Competences for the assignment): The table below presents the list of key experts necessary to be deployed for the project along with a summary of the educational qualifications and minimum relevant work experience required from such experts. CVs proposed for any expert role shall be summarily rejected if conditions of minimum educational qualification and essential criteria/criterion under professional experience are not met.</p> <p>Bidder-1: We request the authority to kindly allow offsite deployment of the experts.</p> <p>Bidder-2: We understand that the team shall undertake the scope related activities under hybrid arrangement wherein key personnel shall be present at client site for critical. Discussions and meetings shall not be deployed on full time basis at client location. Kindly confirm.</p>
Reply:	The Key personnel as declared in the Tender shall be deployed for the assignment and the Team shall undertake the scope related activities under Hybrid arrangement. However, for critical discussions, meetings, presentations and as per the requirement of the Institute, the presence of Key experts are required in the Institute.
Query 16:	<p>Page no 8, Key Personnel for the Project (Qualifications and Competences for the assignment):</p> <p>Qualification for Team Leader/PPP Expert- master's degree in business administration</p> <p>Exp: 14 Years</p>

	<p>Bidder-1: Since Chartered Accountancy (CA) is also a relevant qualification considering the scope of assignment for Team Leader/PPP expert. Hence, kindly modify the qualification as Master's degree in Business Administration / Chartered Accountant</p> <p>Bidder-2: Requesting you to kindly consider educational qualification of Team Leader cum PPP expert as per DEA's "Transaction Advisors for PPP Projects: Manual for the use of Panel". MBA/CA/CFA/B.E/B.Arch. or equivalent</p> <p>Bidder-3: we request you to modify the required qualification for each position as per the following, Qualifications: Graduation with Post Graduation in Planning/ Engineering/ MBA/ PGDM, Experience: 10 Years</p>
Reply:	As per NIT only
Query 17:	<p>Page no 8, Key Personnel for the Project (Qualifications and Competences for the assignment):</p> <p>Qualification for Finance Expert- master's degree in business administration (Finance) or Chartered Accountancy, Exp: 10 Years, No. of Projects in Relevant: 4</p> <p>Bidder: Requesting you to kindly consider qualification of Finance Expert as master's degree in business administration (Finance), Chartered Accountancy or Post-Graduate Diploma in Management (Finance).</p> <p>Exp: 7 Years, No. of Projects in Relevant: 2</p>
Reply:	As per NIT only
Query18:	<p>Page no 8, Key Personnel for the Project (Qualifications and Competences for the assignment)</p> <p>Qualification for Procurement & Contracts Expert - master's degree in business administration /law, Exp: 10 Years, No. of Projects in Relevant: 4</p> <p>Bidder-1: Graduation in B. Tech (Civil) with Post Graduation in Planning / Engineering or Graduation with MBA or LLB, Exp: 7 Years, No. of Projects in Relevant: 2</p> <p>Bidder-2: Qualification: Master's degree in business administration/Graduate in Law</p>
Reply:	As per NIT only.
Query19:	<p>Page no 8, Key Personnel for the Project (Qualifications and Competences for the assignment):</p> <p>Qualification for Civil Design Expert- M. Tech. in Civil Engineering</p> <p>Qualification for Architect- M. Arch. Exp: 5 Years, No. of Projects in Relevant: 4</p> <p>Bidder-1 The scope of work pertaining to technical feasibility includes: (i) Reconnaissance survey for undertaking site analysis; and (ii) Site analysis: Area available, FAR assessment, assessment of local building bylaws and guidelines, block cost estimates, study the relevant applicable guidelines, regulations and accordingly advise IIM Jammu on the special permissions for undertaking the envisaged development. Considering the scope of work pertaining to pre-feasibility study and project feasibility study specifically for project sizing to understand the scale of the project can be handled by Architect. Hence, there is no requirement of both Civil Design Expert and Architect.</p> <p>Bidder-2 We request you to consider "B.Arch." as Minimum Qualification for Architect as this is widely accepted as minimum qualification for Architect. Exp: 3 Years, No. of Projects in Relevant: 1</p>

	Bidder-3: Qualification: M. Tech / B. Tech / B.E. in Civil Engineering
Reply:	As per NIT only.
Query20:	Page no 9, Key Personnel for the Project (Qualifications and Competences for the assignment): Qualification for Infrastructure Expert - B.E. / B. Tech. in Civil Engineering Bidder: Proposed qualification B.E. / B. Tech/ Diploma in Civil Engineering
Reply:	As per NIT only
Query21:	Page no 9, Key Personnel for the Project (Qualifications and Competences for the assignment). Qualification for Real Estate Expert- master's in business administration. Exp: 5 Years, No. of Projects in Relevant: 3 Bidder-1: We request you to consider Master in Planning as also qualification for Real Estate and modify the qualification as Master's degree in Business Administration / Master in Planning. Bidder-2: Considering the scope of work, requesting you to kindly consider Masters in Urban Engineering as well. Bidder-3: Graduation with Post Graduation in Planning/ Engineering/ MBA/ PGDM, Exp: 3 Years, No. of Projects in Relevant: 1 Bidder-4: Master's degree in, Business Administration/ master's in urban & Regional Planning
Reply:	As per NIT only
Query22:	Page 9, Relevant Sector: Relevant Sector shall mean Real Estate, Hospitality, Education, Roads, Tourist Amenities, Power, Urban Infrastructure, Transport Infrastructure and Municipal Infrastructure. Bidder: Please include "Health" also as relevant sector, as this is also considered as social infrastructure. Since the project includes components of student housing and accommodation, so it is imperative to consider student housing and affordable housing as a relevant sector.
Reply:	As per NIT
Query23:	Page 13, Clause 3 Submission of Bids Sr no b): Proof of Turnover – Certificate signed by Statutory Auditor. Bidder: Request to consider the following: Proof of Turnover – Certificate signed by Statutory Auditor or Chartered Accountant
Reply:	As per NIT
Query24:	Page no 13, Clause 3: Submission of Bids, Envelope 1, Sr no K, Annexure-F & G: Annexure - F: Power of Attorney for Lead Member Annexure - G: Joint Bidding Agreement Bidder: The RFP provides these two formats however, no clause stipulating and governing the JV is provided. Further Please clarify whether JV is allowed amongst the empanelled consultant or Bidder can form JV with consultant other

	than empanelled consultant.
Reply:	The RFP is issued to the empanelled agencies as per GOI, no JV is allowed for this tender. Both the Annexure F and G are Null and Void.
Query25:	Page 13, Clause 3 Submission of Bids Sr no m) Each CV shall bear original signatures of Key Personnel and the Authorized signatory of the Bidder. Bidder: Request to please allow, scan signature of the Key resource along with Authorised signatory of the Bid
Reply:	As per NIT.
Query 26:	Page No-14, Clause 4 Eligibility Criteria Sr. No 5 Annual financial turn over from Consultancy Services during each of last three years, ending 31st March of the previous financial year, should be at least INR 200.00 Crores: Bidder: We request authority to consider as below 4 Eligibility Criteria Annual financial turnover of firm/ company during each of last three years, ending 31st March of the previous financial year, should be at least INR 200.00 Crores
Reply:	As per NIT.
Query27:	Page No-14, Clause 4 Eligibility Criteria Sr. No 6: Bidder should have undertaken transaction advisory for at least One (1) project on PPP in the past 7 years. Bidder: Exhibit only those projects undertaken in the past Seven (7) years from the Proposal Due Date. We request the authority to kindly allow the experience of past 10 years.
Reply:	The experience shall be as per RFP only and shall be reckoned from date of publication of the tender.
Query28:	Page No-14, Clause 4 Eligibility Criteria: The project deliverables (as per the declaration of acceptance of the scope [Project deliverable scope enclosed] from the date of issue of Work Order) include as under: Preparation of Detailed Project Report for the proposed infrastructure resource development taking into account roadmap of 15-20 years. Preparation of Financial Feasibility report taking into account the sustainable model for the project. Preparation of EOI cum RFP for PPP design, framework for Design, Build, Finance Operate & Transfer (DBFOT) model for the Institute infrastructure. Preparation of Draft Concessionaire Agreement All the reports and formats will be accepted and approved by the VGFC Committee of MoE. Bidder-1: As per the type of assignment and scope of work mentioned in the RFP, we understand that, the activities related to preparation of DPR should not be part of Transaction Advisor Role. However, TA will prepare the Concept plan based on which the feasibility report will be prepared. Therefore, we request you to remove the preparation of DPR from the TA's scope of work. Bidder-2: We understand a 'sustainable model' is commercial structure (in financial model) that allows for reasonable return on investment for Private Sector player to partake the PPP project. The financial assumptions and financial model shall be presented as per the project feasibility report. Kindly confirm our understanding. The EOI and the RFP are two separate stages under a Transaction Advisory scope and would be carried separately. Accordingly, the timelines for bid process may extend for multiple stages of market interest solicitation and evaluation of proposals received. We therefore request the institute to include relevant provisions; allowing for extension of bidding process timelines to accommodate such bid stages or confirm the timelines for each stage of bidding.

Reply:	As per NIT																																				
Query29:	<p>Page-15, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT: IIM Jammu is seeking consultant services for facilitating Viability Gap Funding (VGF) for the project under PPP mode.</p> <p>Bidder: VGF requirement is work out through Financial Feasibility Analysis. Please confirm whether Financial Feasibility is already carried out and VGF is established.</p>																																				
Reply:	The financial feasibility analysis is to be conducted by the selected bidder as TA. DPR is to be prepared for seeking VGF.																																				
Query30:	<p>Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT: The table mentions comply/not comply.</p> <p>Bidder-1: Please clarify how will each scope item will be evaluated to be complied.</p> <p>Bidder-2:</p> <p>1) The declaration form gives options to the bidder to comply with the given task of scope of work or not. In this case, different bidder will accept different task and hence the comparison of their financial bids becomes difficult as all of them would have considered different tasks. Therefore, it's necessary to freeze the scope of work for all and then compare their financial bids. Hence, the form should be modified so as to make it compulsory for all bidders to consider common tasks.</p> <p>2) Moreover, the institute may please give details of infrastructure to be developed in the premises, the area, built up area etc. so that the bidders are able to compute the efforts required in executing the task. OR can confirm the entire area mentioned in Project Information Memorandum (PIM) (i.e. Total of 53,471 sq.m.) is to be newly constructed Or else can specify the area already developed / under development and area to be developed as a part of current project.</p> <p>3) The institute may please clarify whether they have appointed separate technical consultants to carry out the technical assessment (architectural layout of proposed infrastructure / buildings etc; broad cost estimates etc) or not; because the task related to design and cost estimates are not mentioned in scope. Ideally, a feasibility report requires market, technical and financial information. Hence, it is requested to clarify if there are separate technical consultants or not; and if not, then institute may please include the broad cost estimates and broad layout also in the scope of work.</p> <p>4) Moreover, the institute can also clarify that “The consultant need to prepare broad layout and area statement and broad cost as per CPWD Norms of plinth area basis rates, of the components to be developed in the campus under this project – so as to work out feasibility of the project and financial model. The layout and are a statement should commensurate to the local bylaws. However, the consultants shall not be required to prepare detailed designs and drawings and detailed cost estimates /BoQ, sections and elevations etc. The actual layouts and the elevations as per requirement and aesthetic taste of the institute shall be the scope of work of the concessionaire”.</p>																																				
Reply:	<p>The tentative area of infrastructure intended to be developed in the phase-2 for IIM Jammu is as below:</p> <table border="1" data-bbox="522 1459 1261 1938"> <thead> <tr> <th>Sr. No.</th> <th>BUILDING TYPE</th> <th>Phase II Areas (sqm)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Hostel</td> <td>11663</td> </tr> <tr> <td>2</td> <td>Faculty Residences</td> <td>12789</td> </tr> <tr> <td>3</td> <td>Staff Residences type I</td> <td>2800</td> </tr> <tr> <td>4</td> <td>Staff Residences type II</td> <td>2520</td> </tr> <tr> <td>5</td> <td>Studio Apartment</td> <td>2370</td> </tr> <tr> <td>6</td> <td>Worship Area</td> <td>650</td> </tr> <tr> <td>7</td> <td>Community Center</td> <td>2250</td> </tr> <tr> <td>8</td> <td>Electrical Substation, WTP, STP</td> <td>1500</td> </tr> <tr> <td></td> <td>Sub Total</td> <td>36541</td> </tr> <tr> <td>9</td> <td>Academic Block</td> <td>16930</td> </tr> <tr> <td></td> <td>Total</td> <td>53471</td> </tr> </tbody> </table>	Sr. No.	BUILDING TYPE	Phase II Areas (sqm)	1	Hostel	11663	2	Faculty Residences	12789	3	Staff Residences type I	2800	4	Staff Residences type II	2520	5	Studio Apartment	2370	6	Worship Area	650	7	Community Center	2250	8	Electrical Substation, WTP, STP	1500		Sub Total	36541	9	Academic Block	16930		Total	53471
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Query31:	<p>Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Sr. No 1 Pre-feasibility study(4weeks), Sub Point-b</p> <p>Market analysis for potential competition and specifications</p> <p>Bidder: Kindly clarify what the term ‘specifications’ implies in context to market competition analysis. We understand the analysis shall comprise benchmarking the type and nature of services being provided by competing institutes. Please confirm our understanding.</p>
Reply:	Yes, the analysis shall comprise benchmarking the type and nature of services being provided by competing institutes.
Query32:	<p>Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT,</p> <p>Sr. No 1 Pre-feasibility study (4weeks), Sub Point-C</p> <p>Catchment area analysis for supply and demand mapping</p> <p>Sr. No 2 Project feasibility study (2weeks), Sub Point-C</p> <p>Detailed catchment area analysis for supply mapping of student accommodation and rental trends</p> <p>Bidder: The activities carried under both these sub activities are similar and shall be conducted under the S. No. 3 Project Feasibility and accordingly the scope may be modified.</p>
Reply:	Catchment area analysis mentioned in Pre-feasibility study is for competing institutes whereas Catchment area analysis mentioned in Project feasibility study is specifically for IIM Jammu.
Query33:	<p>Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Sr. No 1 Pre-feasibility study(4weeks), Sub Point-d</p> <p>Assessment of the receptiveness of the students</p> <p>Bidder-1: We understand, IIMJ will facilitate in discussion with students and taking their response. Also, this assessment needs to be conducted based on the discussion with a sample of students to be decided by TA. Please confirm.</p> <p>Bidder-2: Generally, a representative student council is established comprising 10-15 students from all batches/courses to seek relevant inputs regarding type of amenities req., willingness to pay survey, etc. through consultations with such Student Council. We suggest the survey scope be limited to consultations with such nominated student representative body. If the above suggestion is not acceptable, kindly specify the number of students to be surveyed for the said assessment.</p>
Reply:	Study to be conducted by the T.A to arrive for a most precise and accurate Assessment of feasibility study for which the size of sampling is as per technical advisors’ requirement.
Query34:	<p>Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Sr. No 1 Pre-feasibility study (4weeks), Sub Point-e</p> <p>Identifying structures based on ownership mode, project structure, and revenue model.</p> <p>Bidder-1: We understand identifying structures can only be done during project structuring phase after project feasibility and financial viability analysis. Hence request you to consider removing this activity from “Pre-feasibility study”.</p> <p>Bidder-2: Generally, structuring of such aspects is done after financial model is prepared and the feasibility assessment</p>

	is concluded based on commercials. We therefore request this activity be shifted to later stage deliverable. The project structure and revenue model preparation activities are generally carried post Project feasibility stage. Since this is a repetition, request these activities be brought under Project Structuring milestone and timelines suitably extended for this deliverable stage.
Reply:	As per NIT, however, order of activities if needed can be altered for the final deliverable but no activity should be omitted. All the activities under scope must be covered in the report.
Query35:	<p>Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Sr. No 1 Pre-feasibility study (4weeks), Sub Point- f & g</p> <p>f. Undertaking preliminary viability analysis.</p> <p>g. Pricing study</p> <p>Bidder: The viability analysis and pricing study can only be done during project feasibility stage. Please consider removing these two activities from “Pre-feasibility study”.</p>
Reply:	As per NIT only
Query36:	<p>Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Sr. No 2 Project feasibility study (2 weeks): Project feasibility Study (2 weeks)</p> <p>Bidder: The timeframe for this second milestone would be carried out once go ahead is received from Institute on Pre-feasibility stage. The time duration defined to carry out the project feasibility is two (2) weeks is not enough given the analysis undertaken including financial model and structuring aspects. It is requested to suitable extend the timelines for this.</p>
Reply:	As per NIT and amendments made vide Corrigendum-2
Query37:	<p>Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Sr. No 2 Project feasibility study (2 weeks), Sub Point-g: Assessment of operational capacity of allied infrastructure and need for up scaling the same.</p> <p>Bidder: The details regarding student’s intake and amenities are provided in the Project Information Memorandum section of the RFP. Kindly confirm, if the operational capacity requirements shall be capped at the stated details or whether operational capacity can be further revised based on market assessment since this will be an iterative process, the timelines for this be suitably evaluated and amended.</p>
Reply:	The operational capacity of the allied infrastructure is to be assessed for Institutes self-sustainability else need for the extent of up scaling is to be recommended.
Query38:	<p>Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Sr. No 2 Project feasibility study (2 weeks), Sub Point-e, f & i</p> <p>e. Review of potential risks to the project</p> <p>f. Identification of mitigation measures</p> <p>i. “Identifying legal and regulatory implications”.</p> <p>Bidder-1: “We do not provide any legal services directly or indirectly since we are not permitted to provide the same. Our scope is limited to technical/commercial aspect and our services will not include provision of any legal services or legal advice. No work performed by our employees shall be construed as legal service/legal advice.” For any legal Services third party shall be engaged. Request to please confirm.</p> <p>Bidder-2: The activities including assessment of potential risks, mitigation measures and legal implications are generally carried post assessment of commercial feasibility and part of structuring of PPP. Thus, we request these activities be clubbed under Project Structuring milestone and timelines be suitably amended.</p>

Reply:	The scope of work under sub-Para 2 (e), (f) and (i) are towards making foolproof feasibility study wherein potential risks are to be mapped with their mitigation measures highlighting the legal/ regulatory implications for providing better understanding of the proposal. The order of activities can be altered as per requirement depending upon the study, but no activity can be left over in the preparation of Detailed Project Report.
Query39:	Page-15, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Sr. No 1 Project feasibility study (2 weeks), Sub Point-j Conducting market sounding among potential investors and preferred structure Bidder: We understand market sounding can only be done once the project structure is finalized. Hence request you to consider removing this activity from “Feasibility Study” and moving to project structuring.
Reply:	As per NIT
Query40:	Page 15 & 16, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Point 3. Project structuring(2weeks), Sub Point- a, b, c & d a. Stake holder Consultation b. Finalization of project components c. Finalization of project structure d. Finalize procurement strategy/route Bidder: In order to streamline the scope of work and to conclude the Project Structuring for VGF approvals process, it is suggested that an interim milestone i.e., Submission of ‘PPP Term Sheet’ be included between Project Structuring and Procurement process. The activities involving stakeholder consultation until finalization of procurement strategy may be carried out at this deliverable stage/ milestone and subsequent to Term sheet finalization by Institute; incorporating of potential risks, identification of mitigation measures and legal implications under the Project Structuring milestone; procurement stage milestones be commenced. It is suggested that the above milestone be added as 2-3weeks activity and accordingly subsequent timelines be amended.
Reply:	As per NIT
Query41:	Page 16, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Point 3. Project structuring (2weeks), Sub Point- e e. Preparation of Documents for VGF and Processing Bidder: The preparation and approval of VGF documents is a time-consuming activity and typically takes a minimum of four (4) – six (6) weeks once the documents have been prepared and submitted. Further, while the consultant can help prepare the documents, approval of the same is a government process anchored by the Institute. It is therefore requested that timelines for above process be included and accordingly subsequent timelines for overall engagement be suitably amended.
Reply:	As per NIT and the Corrigendum-1 issued
Query42:	Page-16, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Point 4. Procurement (4 weeks) 4. Procurement (4 weeks) a. Preparation of tender documents b. Stage 1: RFQ issuance and Evaluation of bidders c. Stage 2: RFP issuance and Evaluation of bidders

	<p>iv. Submission of proposals by bidders</p> <p>d. Contract Signing</p> <p>i. Taking all the required approvals from the competent authority.</p> <p>Signing of contract and lease agreement</p> <p>Bidder-1: The timelines for Bid Process Management is too thin. The minimum time required for Bid Process management is 60 days excluding the preparation of Bid documents (required 8 Weeks.) The approval time by the competent authority shall be kept outside of the total timelines. Signing of Concession Agreement shall be kept extra as Bidders are given 45 days to execute the Concession Agreement which includes incorporation of SPV.</p> <p>Bidder-2: We request authority to provide clarity regarding scope of work under: Procurement / Tendering</p> <p>We request authority to provide more clarity regarding how many times (i.e. for how many calls) the selected transaction advisor should assist for bidding; beyond which a variation in fees will apply for each additional call.</p> <p>Bidder-3: to prepare and carry out the RFQ and RFP stages generally takes four (4) – six (6) weeks. In order to execute the EOI stage also, it would require more time. If the Institute envisages EOI then RFQ and then RFP, it is requested that delivery timelines for this stage deliverable be extended and revised timelines accordingly be specified. It is a suggested that Procurement timelines be increased from 4 weeks to at least 8 weeks.</p>
Reply:	<p>Max of 2 calls (including initial call) shall be called in case of failure of initial call.</p> <p>In case of foreclosure or termination of the contract, the payment shall be released only to the extent of services rendered by the consultant till the time of foreclosure / termination.</p>
Query43:	<p>Page-17, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Point 5 Financial Closure (2 weeks)</p> <p>Bidder-1: The timelines for financial closure as per DCA is 6 months post signing of concession agreement. The Financial Closure obligation is of Selected bidder and Transaction Advisor has no role. The Financing agreement is prepared by Lending Institution, The payment shall be keep upto 10% and timeline shall be extended accordingly.</p> <p>Bidders-2: Based on our experience of similar kind of assignments, the TA role come to an end by issuing the LOA to the Developer. Therefore, we request you to remove the activities concerning to financial closure form the scope of work of Transaction Advisor.</p> <p>Bidder-3: We request authority to provide clarity regarding preparation of financing agreement. Please confirm whether the selected transaction advisor needs to draft financing agreements? Usually banks/FIs have their own formats & selected transaction advisor will provide format of substitution agreement for substitution of concessionaire in case of default. Since this is a PPP project, TAs doesn't need to draft financing agreements for the institute.</p> <p>Bidder-4:</p> <p>a. The timeline defined for financial closure i.e. two (2) weeks is significantly short as the financial closure process shall only begin once the bidder is selected and as per applicable timelines prescribed in provisions of concession agreement. Based on our past experience; typically financial closure may take between 22 to 26 weeks. Hence it is suggested timelines for support from TA during financial closure be suitably amended.</p> <p>b. We also understand TA role in financial closure stage is to ensure private player compliance with prescribed Financial Closure provisions of Concession agreement and support does not entail undertaking any financial due diligence of selected PPP bidder (since this is done by the tender). Thus, it is suggested that scope for this activity be suitably amended.</p> <p>c. If the suggestion is not acceptable, we request scope and coverage of activities to be undertaken by TA as part of the financial due diligence be clearly specified.</p>
Reply:	<p>Transaction Advisor shall assist the IIMJ in finalising the financial agreement/ leasing agreement with the bidder/ selected agency in order to make institute indemnified of any financial risk. Also, T.A shall get the</p>

	<p>financial agreement of bank/ Financial Institutes legally vetted in the interest of IIM Jammu.</p> <p>Rest of Queries / provisions as per the NIT & Corrigendum issued herein.</p>
Query44:	<p>Page-17, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Point 5 Financial Closure (2 weeks)</p> <p>TA should assist the Institute in Preparation of financing agreements.</p> <p>b. TA should assist the Institute in Signing of all financing agreements and other contract agreements (if any)</p> <p>c. Undertaking final financial due diligence</p> <p>d. Procuring final approval from IIM Jammu</p> <p>Bidder-1: In case of PPP assignment, Financial Closure is the responsibility of selected private partner. Preparing financing agreement and signing of Financing agreement is the responsibility of private partner and lenders. TA does not have any role in these agreements. Hence please consider removing this from the scope of TA.</p> <p>Bider-2: Please clarify the scope of TA in this, as Financial Closure is the responsibility of selected private partner,</p> <p>Bidder-3: It is noted that TA is required to provide handholding support to Institute for seeking necessary approvals for VGF etc. The approvals shall be sought by the Institute directly from relevant agencies.</p>
Reply:	<p>T.A is required to assist the institute in presenting the case and documentation required before any govt agency/ firm.</p>
Query45:	<p>Page No. 15, 16 & 17 SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT.</p> <p>SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT</p> <ol style="list-style-type: none"> 1. Pre-feasibility study (4 weeks) 2. Project feasibility study (2 weeks) 3. Project structuring (2 weeks) 4. Procurement (4 weeks) 5. Financial closure (2 weeks) <p>Bidder1: As per our understanding of the Scope of work and our experiences of similar type of assignments, we request you to modify the timelines for assignment as per the following:</p> <ol style="list-style-type: none"> 1. Inception Report covering scope of work, methodology, data requirements (2 weeks) 2. Pre-feasibility study (Site Assessment Report, Preliminary Sketch Plans, Concept Plans) (6 weeks) 3. Project feasibility study and Project Structuring (covering technical due diligence, PPP structuring options, financial viability) (8 weeks) 4. Procurement – Preparation of Bid documents (4 weeks) 5. Procurement – RFQ issuance and Evaluation of bidders (6 weeks) 6. Procurement – RFP issuance and Evaluation of bidders (6 weeks) 7. Procurement – Contract Signing (2 weeks) <p>Total: 34 weeks</p> <p>Bidder-2: Kindly consider the following timelines:</p>

	<p>Pre-feasibility study/report-4 weeks</p> <p>Project feasibility study/report-2 weeks</p> <p>Project structuring report-2 weeks</p> <p>Procurement-4 weeks</p> <p>Submission of draft bid documents-2 weeks from the date of approval of Project structuring report</p> <p>Bid evaluation report-2 weeks from the date of receipt of bids</p> <p>Financial closure-3 weeks</p> <p>Bidder-3: We request the authority to kindly consider the below change:</p> <ul style="list-style-type: none"> - Pre-feasibility study (10 weeks from the date of signing of the agreement with selected Transaction Advisor) - Project feasibility study (4 weeks from the date of approval of pre-feasibility study) - Project structuring (2 weeks from the date of approval of feasibility study) - Submission of Tender Documents (4 weeks from the date of approval of Project structuring) - Tendering process (As per Tendering Schedule) - Financial closure (16 weeks from the date of signing of the concession agreement; or as allowed in tendering schedule which could be modified during pre-bid and as per requests of the bidders / selected concessionaire).
Reply:	Timelines shall be as per the Corrigendum -2 issued herein.
Query46:	<p>Page-17, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Payment terms:</p> <p>Payment terms:</p> <ol style="list-style-type: none"> 1. End of phase 1, 15% of fee 2. End of phase 2, 15% of fee 3. End of phase 3, 20% of fee 4. End of phase 4, 20% of fee 5. End of phase 5, 30% of fee <p>Bidders-1: We request the authority to kindly change the payment terms and provide most of the payments in phase 1 and 2 as during these 2 phases expenses are more.</p> <p>Clause post modification</p> <ol style="list-style-type: none"> 1. End of phase 1, 25% of fee 2. End of phase 2, 25% of fee 3. End of phase 3, 10% of fee 4. End of phase 4, 20% of fee 5. End of phase 5, 20% of fee <p>Bidders-2: As per the timelines suggested, we request you modify the clause of Payment Terms as per the following,</p> <ol style="list-style-type: none"> 1 Inception Report covering scope of work, methodology, data requirements 10% 2 Pre-feasibility study (Site Assessment Report, Preliminary Sketch Plans, Concept Plans) 15%

	<p>3 Project feasibility study and Project Structuring (covering technical due diligence, PPP structuring options, financial viability) 25%</p> <p>4 Submission of Bid documents 15%</p> <p>5 RFQ issuance and Evaluation of bidders and RFP issuance and Evaluation of bidders 15%</p> <p>6 Issue of LOA to the Selected bidder/ Developer 20%</p> <p>Bidder-3: Holding 30% till financial closure is way too much holding and we request the institute to reduce this amount as per payment schedule proposed in next request. We request the authority to kindly consider the below suggested change:</p> <p>1 On completion of Prefeasibility study phase10 weeks. from the date of signing of the agreement with selected TransactionAdvisor25% Payment</p> <p>2 On completion of Project feasibility studyphase4 weeks from the date of approval of pre-feasibility study15% Payment</p> <p>3 On completion of Project structuringphase3 weeks from the date of approval of feasibility study10% Payment</p> <p>4 Submission of Tenderdocuments4 weeks from the date of approval of Project structuring20% Payment</p> <p>5 On submission of Bid Evaluation Report by the consultants 2 weeks from submission of bid documents (can be extended if more /missing documents are called from bidders)10%Payment.</p> <p>6 On completion of procurement / Bid Process Management& signing of agreement with concessionaire As per Tendering Schedule approved by the institute10% Payment</p> <p>7 On completion of Financial ClosurePhase12 weeks from the date of signing of the Concessionagreement10% Payment</p> <p>Bidder-4: In ref to suggestion at S. No. 25, it is suggested the payment terms be amended as below:</p> <p>i. End of phase 1 (Pre-Feasibility Study): 15% of fee</p> <p>ii. End of phase 2 (Project feasibility): 15% of fee</p> <p>iii. End of phase 3 (Project Structuring): 15% of fee</p> <p>iv. End of phase 4 (Term Sheet): 25% of fee</p> <p>v. End of phase 5 (Procurement): 25% of fee</p> <p>vi. End of phase 6 (Financial Closure): 5% of fee</p>
Reply:	As per NIT only.
Query47:	<p>Page-17, Clause-5, SCOPE FOR THE TRANSACTION ADVISOR CONSULTANT, Termination clause:</p> <p>Delay in completion of the work, without due approval, and unsatisfactory performance may be grounds for termination of the contract.</p> <p>Bidder: timely feedback from Institute without levy of penalties for unaccounted delays, it is suggested that upon submission of deliverables at each stage, formal go ahead via written communication be provided to the consultants. This also serves as due approval.</p>
Reply:	The successive deliverables shall be given only after the approval of IIM Jammu.
Query48:	<p>Page No. 18 & 19 ANNEXURE-B:</p> <p>Power of Attorney: Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of</p>

	<p>Attorney for the delegation of power here under on behalf of the Applicant.</p> <p>Bidder: Power of Attorney need not be submitted in case Board Resolution empowering Authorized Signatory to sign the bid on behalf of the bidding entity is submitted (as per common practice). We request such Board Resolution empowering Auth. Signatory be accepted in lieu of Power of Attorney</p>
Reply:	Agreed. The above point is Accepted.
Query49:	<p>Page No. 20 ANNEXURE-B: Project Specific Experience: Exhibit only those projects undertaken in the past Seven (7) years from the Proposal Due Date</p> <p>Bidder-1: We observe that, At page no. 7 in sr. no. 2 of Technical Evaluation Criterion, there is no mention of the experience in last 7 years and at page no. 20, it is mentioned that Exhibit only those projects undertaken in the past Seven (7) years from the Proposal Due Date. We request you to clarify that the bidder can showcase any project or only the projects which are undertaken in the past Seven (7) years.</p> <p>Bidder-2: We request the authority to kindly allow the experience of past 10 years.</p>
Reply:	Experience of Past 7 Years from the date of publication of RFP is to be considered.
Query50:	<p>Page No. 20 ANNEXURE-B: Project Specific Experience</p> <p>Projects without the proof of completion including start date, end date and value of the work executed as applicable from respective client will not be considered.</p> <p>The Bidder shall enclose document proof viz. copy of the completion certificate issued by the client for all Assignments above.</p> <p>Bidder: Considering not all Government clients issue completion certificates / proof of completion for all projects, we request the Authority to kindly consider the including following change: Letter of Award (LOA)/ Work Order/ Completion Certificate/ Certificate signed by Statutory Auditor</p>
Reply:	As per NIT only. In case of Private agencies, Experience certificate may be supported by TDS Certificate issued by the client firm in respect of the payments made for the assignment.
Query51:	<p>Annexure-D, Details of Key personnel</p> <p>Bidder: Kindly confirm the list of key personnel required as there is a discrepancy in key personnel requirement listed in Annexure D.</p>
Reply:	Annexure- D is amended. Please refer Corrigendum - 2
Query52:	Please include the Draft Agreement with General and Special Conditions of Contract.
Reply:	This tender including all Corrigendum issued shall become part of the agreement. Any other points can be included after finalisation with the mutual consent of both the parties.
Query53:	<p>We request you add the following clause,</p> <p>Limitation on Liability</p> <p>Client (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, including indemnification obligations</p>

	<p>under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p> <p>Confidentiality</p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p> <p>Reports and Materials</p> <p>Any information, advice, recommendations or other content of any reports, presentations, or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by the Client are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Client's organization.</p> <p>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Client reflected in them).</p>
Reply:	The Clauses "Limitation on Liability" and "Confidentiality" are added and shall be the part of the Tender document.
Query54:	We request the authority to kindly specify EMD, Tender fees and Security deposit.
Reply:	The Agency is required to furnish Performance Security of 5% of the quoted amount.

It is also recommended that the following amendments in NIT document may be made, and the Corrigendum-2 may be issued accordingly as per the replies to the above pre-bid queries.

A. Following Paras may be added/ amended in the NIT document.

1. Scope for the Transaction Advisor Consultant

Description	Timelines (D – Date of issue of Work Order)	
	Existing	Amended
1. Pre-feasibility study	4 weeks	D + 4 weeks
a. Mapping of IIM Jammu's demand based on preliminary analysis		
b. Market analysis for potential competition and specifications		
c. Catchment area analysis for supply and demand mapping		
d. Assessment of the receptiveness of the students		
e. Identifying structures based on ownership mode, project structure and revenue model		
f. Undertaking preliminary viability analysis		
g. Pricing study		

2. Project feasibility study		
a. Student stakeholder profiling		
b. Forecasting of demand		
c. Detailed catchment area analysis for supply mapping of student accommodation and rental trends		
d. Identifying demand-supply gap		
e. Review of potential risks to the project		
f. Identification of mitigation measures		
g. Assessment of operational capacity of allied infrastructure and need for up scaling the same		
h. Project sizing to understand the scale of the project	2 weeks	D + 6 weeks
i. Identifying legal and regulatory implications		
j. Conducting market sounding among potential investors and preferred structure		
3. Project structuring		
a. Stakeholder Consultation		
i. Conducting consultations involving the Engineering Unit of IIM Jammu, and any other stakeholders		
ii. Refining the project scope		
b. Finalization of project components		
i. Finalizing the list of approvals, timelines and related activities during construction and O&M		
ii. Finalizing the project configuration		
iii. Finalizing list of services to be provided by licensee		
iv. Finalizing the revenue model - sources of revenue, collection mechanism		
c. Finalization of project structure		
i. Finalization of Responsibility allocation and responsibility matrix for different components/ activities		
ii. Defining the Performance requirements and setting the performance targets or output requirements		
iii. Defining the financial convenience of the project contract. (Grants, subsidies, tariffs, cross-subsidization, concession fees, annuity payments)	2 weeks	D + 8 weeks
iv. Defining the Payment mechanism and finalizing the payment structure and linkage to performance standards and targets		
v. Development of term sheet and broadly defining the various terms of the project structure		
d. Finalize procurement strategy/route		
i. Key considerations for finalizing procurement strategy such as timelines and organization policies, politics, law and institutions, economics and finance, execution		
ii. Choosing the best-suited procurement method and short listing possible options, assess possible procurement options based on the client's timelines, organization's policies, local regulatory requirements and choosing the most suitable option for project		
e. Preparation of Documents for VGF and Processing		

4. Procurement		
a. Preparation of tender documents		
i. Preparation of terms of reference and timelines including qualification and evaluation criteria		D + 10 weeks
ii Preparation of tender documents and draft contract		
b. Stage 1: RFP issuance and Evaluation of bidders		
i. Issuance of RFP- Advertisement and release of RFP		
ii. Conducting Pre-qualification conference		
iii. Issuance of Addendum (if required)		D + 16 weeks
iv. Submission of applications by bidders		
v. TA should participate in Evaluation of the technical and financial eligibility as per the RFQ along with IIM Jammu Committee		
vi. Selection of the preferred bidder		
d. Contract Signing		
i. Taking all the required approvals from the competent authority		
ii. Due diligence of the successful bidder		D+ 18 weeks
iii. Issuance of the letter of award to the winning bidder		
iv. Contract negotiation if required		
v. Signing of contract agreement		
5. Financial closure (2 weeks)		
a. TA should assist the Institute in Preparation of financing agreements		
b. TA should assist the Institute in Signing of all financing agreements and other contract agreements (if any)		
c. Undertaking final financial due diligence		D + 21 weeks
d. Procuring final approval from IIM Jammu		
Type of contract: Lumpsum		
Payment terms:		
1. End of phase 1, 15% of fee		
2. End of phase 2, 15% of fee		

3. End of phase 3, 20% of fee		
4. End of phase 4, 20% of fee		
5. End of phase 5, 30% of fee		
6. IIM Jammu reserve right to not make any payment for the remaining phase of work not pursued as per the contract.		
Termination clause:		
Delay in completion of the work, without due approval, and unsatisfactory performance may be grounds for termination of the contract.		

2. Annexure F - Tender Acceptance Letter

TENDER ACCEPTANCE LETTER (On the letter head of the Agency/ Firm)

To

Date:

Chief Administrative Officer,
Indian Institute of Management Jammu
Old University Campus, Canal Road
Jammu-180016 (J&K)

Sub: Acceptance of Terms & Conditions of tender for ‘Transaction Advisor for facilitating Viability Gap Funding (VGF) for Academic block, hostels and faculty & staff residences at IIM Jammu from Empaneled Transaction Advisers for Public Private Partnership Projects at IIM Jammu’

Dear Sir,

I/We have downloaded / obtained the tender document(s) for the above mentioned “Tender/Work’ from the web site(s) namely as per your notice given in the above-mentioned website(s).

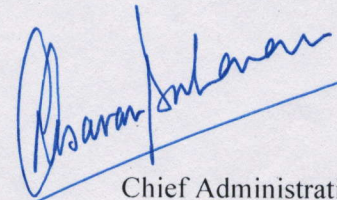
1. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization with this tender has also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirely.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. No employee or direct relation of any employee of IIM Jammu is in way connected as Partner/Shareholder/Director/Advisor/Consultant/Employee etc. with the Agency / Firm / Company.
6. I/We certify that all information and data furnished, and attachments submitted with the application by our Agency / Firm / Company are true & correct.
7. **I hereby agree that the validity of my bid should not be less than 90 days from the last date of submission of tender.**
8. I/We are aware that if any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject our bid or terminate our contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/ Performance Security absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE- D: Details of Key Personnel

Sr. No.	Designation of Key Personnel	Name	Educational Qualification	Present Employment	Present Employment		No. of Assignments
					Name of Firm	Employed Since	
01	Team Leader/ PPP Expert						
02	Finance Expert						
03	Procurement & Contracts Expert						
04	Civil Design Expert						
05	Architect						
06	Infrastructure Expert						
07	Real Estate Expert						



Chief Administrative Officer
IIM Jammu

