

Creation of Panel of STPA- Reply to Pre Bid Queries 31.07.2023

Sr. No.	Reference	Detail of RFP	Queries/Suggestions	Reply to Queries/Suggestions
1.	Page No 8, clause 2.2 (iv) Objective	Testing shall be done by the auditor and with the prior approval of the Authority	Prior approval from authority might delay the testing process & progress of project. We propose auditor will inform in advance to the mandating authority before the testing.	Please see Addendum at Sr. No 1.
2.	Page No 9, clause 2.3 Request for empanelme nt	Project Specific TOR to be issued by the concerned Administrative Department	We request that directions may be issued to concerned Administrative Department that TOR may be considered as same issued in RFP with minor changes. Major changes be avoided. Since the financial bid is being submitted as per TOR issued by PIDB now, there is no necessity of another TOR by the Administrative Department.	No Change.
3.	Page No 9, clause 2.5 Brief Description of the selection process	PIDB reserves the right to empanel multiple number of auditors as and when required	Is auditors can be empanelled after the selection process is over. Please clarify?	Please see Addendum at Sr. No 2
4.	Page No 9, clause 2.7 Payment	The payments shall be made by the concerned administrative Department	As per the previous experience, concerned administrative Department are not making payment to the auditors for more than 1-2 years even after repeated requests and in person meetings. Therefore we request that time limits may be set or payments to auditors shall be linked with the payment of the contractor.	No Change.

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5.	Page No 11, clause 3.1.2 Minimum eligibility (b) financial capacity	The applicant shall have an average annual turnover of not less than Rs 3 Cr in last 5 financial years	We request to consider annual turnover of Rs 100 Cr in last 5 years. Since works to be audited of bigger value i.e ranging from Rs 10 Cr to 100 Cr so for competitive bidding annual turnover of Rs 100 Cr in last 5 years may be considered.	No Change				
6.	Page 11 Clause 3.1.2 (b) - Financial Capacity	<p>(a) Financial Capacity The applicant shall have an average annual turnover of not less than Rs. 3 (three) crore from the Professional Fee* in last 5 (five) financial years”.</p> <p>*For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing technical-financial / Technical or financial audit services to its clients or any consultancy services involving providing services in the infrastructure sector. Note: Turnover certificates should be duly certified by the statutory auditor or by a Chartered Accountant.</p>	<p>Under this clause, provision for an average annual turnover of not less than Rs. 3.00 Crore as professional fee during last 5 financial years.</p> <p>In this pretext, it is submitted that appointment of Independent Techno-Financial Auditors has been introduced in the State of Punjab since Financial year 2019-20. So, it is suggested that this condition of turnover for Rs. 3.00 crore as financial fee during the last 5 financial year be diluted to 3 years:</p> <table border="1" data-bbox="1274 922 2163 1237"> <thead> <tr> <th data-bbox="1274 922 1542 959">As per existing RFE</th> <th data-bbox="1542 922 2163 959">per Suggested RFE</th> </tr> </thead> <tbody> <tr> <td data-bbox="1274 959 1542 1237">The applicant shall have an average annual turnover of not less than Rs. 3 (three) crore from the Professional Fee* in last 5 (five) financial years.</td> <td data-bbox="1542 959 2163 1237">The applicant shall have an average annual turnover of not less than Rs. 3 (three) crore from the Professional Fee* in last 3 (three) financial years.</td> </tr> </tbody> </table>	As per existing RFE	per Suggested RFE	The applicant shall have an average annual turnover of not less than Rs. 3 (three) crore from the Professional Fee* in last 5 (five) financial years.	The applicant shall have an average annual turnover of not less than Rs. 3 (three) crore from the Professional Fee* in last 3 (three) financial years.	Please see Addendum at Sr. No 3
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7.	Turnover	<p>Financial Capacity The applicant shall have an average annual turnover of not less than Rs. 3 (three) crore from the Professional Fee* in last 5</p>	Turnover condition imposed in RFE is not in compliance of SBD (PWD, Punjab) Clause 4.3 B (a) which states as "achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) equal to 40% of the estimated cost of work in any one of the last three (3) financial years	No Change				

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		<p>(five) financial years”.</p> <p>*For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing technical-financial / Technical or financial audit services to its clients or any consultancy services involving providing services in the infrastructure sector.</p> <p>Note: Turnover certificates should be duly certified by the statutory auditor or by a Chartered Accountant.</p>	<p>immediately preceding the Financial Year in which bids are invited" Auditor's fee is @ 1% of total project cost (100 crore construction project) comes out as Rs. 1.0 Crore, then as per SBD (PWD, Punjab) Clause 4.3 B (a) the turnover should 40 Lacs only Infrastructure projects more than 100 crores value are not expected in Punjab, So 40 lakh turnover condition is sufficient for this RFE. 3 crore Turnover condition inRFE is being used to shut the doors for emerging previously not empanelled consultants. There are active TPA tenders at nation level, where turnover condition is 40% estimated cost of TPA amount.</p>	
8.	<p>Page No 11, clause 3.1.2</p> <p>Minimum eligibility</p> <p>(c) Techno financial audit experience</p>	<p>Core Sector include power, telecom, ports, airports, railways, metro rail, industrial park/ estates, logistic park, pipelines, irrigation, water supply and sewerage, roads, transport</p>	<p>We assume that building is also in core sector. Please clarify ?</p>	<p>It is clarified that the Buildings are part and parcel of the Core sector.</p>
9.	<p>Page No 12, clause 3.1.3</p> <p>Minimum Criteria for scoring pattern</p>	<p>Number of projects: Each qualified project of Rs 10 Cr value shall carry a weightage of 1 mark</p>	<p>Please elaborate and mentioned total marks. How scoring will be done?</p>	<p>It is clarified that as per the minimum eligibility criteria 7 projects under Core Infrastructure with minimum value of Rs 10 crore each are to be submitted by the bidders.</p>

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				<p>The allocation of marks will be as under:-</p> <p>If the firm submits 7 projects which may have value between Rs 10 crore to Rs 500 crores they will be allocated 1 mark for each project i.e. total 7 mark. Additional marks per project shall be given as follows:</p> <table border="1" data-bbox="2188 727 2610 1408"> <thead> <tr> <th>S . N o</th> <th>Value of Project</th> <th>Additional Mark per project</th> <th>Total Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Rs.10 crore (8th project)</td> <td>0.0</td> <td>7</td> </tr> <tr> <td>2</td> <td>Above Rs 10 crore and upto Rs. 20 crore (9th project)</td> <td>1.0</td> <td>7+1</td> </tr> <tr> <td>3</td> <td>Above Rs. 20 crore and upto Rs. 50 crore (10th and</td> <td>2.0</td> <td>7+2+ 2</td> </tr> </tbody> </table>	S . N o	Value of Project	Additional Mark per project	Total Marks	1	Rs.10 crore (8 th project)	0.0	7	2	Above Rs 10 crore and upto Rs. 20 crore (9 th project)	1.0	7+1	3	Above Rs. 20 crore and upto Rs. 50 crore (10 th and	2.0	7+2+ 2
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				<table border="1"> <tr> <td></td> <td>11th project)</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Above Rs. 50 crore and upto Rs. 75 crore (12th project)</td> <td>4.0</td> <td>7+4</td> </tr> <tr> <td>5</td> <td>Above Rs. 75 crore and upto Rs. 100 crore (no Project)</td> <td>6.0</td> <td>0</td> </tr> <tr> <td>6</td> <td>Above Rs. 100 crore (13th – 16th projects)</td> <td>10.0</td> <td>7+10 +10+ 10+1 0</td> </tr> <tr> <td colspan="2">Total Marks obtained</td> <td></td> <td>56 marks</td> </tr> </table> <p>The bidder should clearly indicate which projects should be considered for evaluation of eligibility and for additional marks.</p>		11 th project)			4	Above Rs. 50 crore and upto Rs. 75 crore (12 th project)	4.0	7+4	5	Above Rs. 75 crore and upto Rs. 100 crore (no Project)	6.0	0	6	Above Rs. 100 crore (13 th – 16 th projects)	10.0	7+10 +10+ 10+1 0	Total Marks obtained			56 marks
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10.	Clause 3.1.2 (cl - Minimum	The applicant must have carried out Techno financial Audit of at least 7(seven) projects under Core Infrastructure with a minimum value of Rs. 10	In this context, it is submitted that experience under this clause may please be extended for last 7 years starting 2016-17 to 2022-23.	Please see Addendum at Sr. No 4.																				

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	Eligibility Techno & Financial Audit Experience	<p>crore each (core sector would be deemed to include power, telecom, ports, airports, railways, metro rail, industrial Park/estates, logistic parks, pipelines, irrigation, water supply & sewerage, roads, transport), in the last 5 (five) financial years (F.Y. 2017-18 to 2021-22), with any Central/State Government / Government Agencies in India (Boards/Corporations /MC/Improvement Trusts / PSU /Public infrastructure agencies and International Funding agencies like the World Bank, Asian Development Bank, UNDP, UNICEF etc) as its Client.</p> <p>For avoidance of doubt, the minimum value of the project excludes the cost of land, utilities etc and only refers to the capital cost of the project</p>										
11.	Page No 13, clause 3.1.3 A Financial Bid evaluation	The rates quoted by the empanelled auditors at the time of empanelment for particular slab will be upper ceiling	We request that rates should be fixed at this level. It should not negotiate for lower limits too. We assume after empanelment other bidders offer lesser rates to department for grabbing more works.	No Change.								
12.	Page 13 Clause 3.1.3.A Financial bid evaluation	<p>Subsequent to the ranking, the financial bid of only the technically qualified bidders, as specified in clause 3.1.3 above, will be opened. The Bidder shall quote fee inclusive of all expenses in terms of percentage of project cost for the following four slabs categorised depending upon the project cost.</p> <table border="1" data-bbox="513 1295 1177 1404"> <thead> <tr> <th data-bbox="513 1295 612 1404">Sr. No</th> <th data-bbox="612 1295 795 1404">Slabs depending upon Project</th> <th data-bbox="795 1295 948 1404">Fee for completed works (in</th> <th data-bbox="948 1295 1177 1404">Fee for ongoing / to be completed works (in terms of</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr. No	Slabs depending upon Project	Fee for completed works (in	Fee for ongoing / to be completed works (in terms of					In secondary Department, Corporation & Boards projects, Construction of works remains below 50 lacs. So we suggest that there should be lumpsum fee for smaller projects below 30 lacs.	No Change.
Sr. No	Slabs depending upon Project	Fee for completed works (in	Fee for ongoing / to be completed works (in terms of									

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		Cost	terms of % of Project Cost) excluding GST	% of Project Cost) excluding GST		
A	B	C	D			
1.	Project cost ≤ Rs. 10 Cr.					
2.	10 crore < Project cost ≤ Rs. 30 Cr.					
3.	30 crore < Project cost ≤ Rs. 100 Cr.					
4.	Project cost > Rs. 100 Cr.					
GST Extra as applicable						
13.	Clause 3.1.3.A - Financial bid evaluation	3.1.3.A Financial bid evaluation Subsequent to the ranking, the financial bid of only the technically qualified bidders, as specified in clause 3.1.3 above, will be opened. The Bidder shall quote fee inclusive of all expenses in terms of percentage of project cost for the following four slabs categorised depending upon the project cost.			Under this clause 4 nos. of slabs with minimum costing ≤ Rs.10 Cr. has been mentioned. In this pretext, it is submitted that in the State of Punjab, there are numerous small Engineering Wings of different Municipal Councils, Boards, Corporations & Departments engaged in Civil Construction activities. The project cost for works under these Engineering Wings mostly varies from 10.00 lacs upto 50.00 lacs. TPA fee on %age basis for such a small amount of work will be very low which even will not cover the expenses for the enumeration bear by TPA for the site visits, Travelling expenditure, Office expenses & Wages paid to the experts. So it is humbly requested that minimum fee for works costing upto 30.00 lacs as	No Change.

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		<p>the L 2 bidder agrees to the same, then the L 2 shall be empanelled as well. In case, the L 2 bidder refuses to match the L1 bid, then the opportunity to match L1 bid shall be given to the subsequent bidder in the order of their ranking i-e L 3, L 4 and so on.</p> <p>PIDB reserves the right to increase the number of Auditors to be empanelled in continuation of this RFE. Similar procedure shall be adopted for selection of additional Auditors.</p> <p><i>Note: (a) Taxes shall be paid extra</i> <i>(a) PIDB reserves the right to negotiate with the L-1 bidder.</i> <i>(b) The rates quoted by the empanelled auditors at the time of empanelment for particular slab will be upper ceiling.</i></p>		
14.	Page No 25, TOR, Scope of work/ Scope of work, Technical Audit	For ongoing projects, at least minimum three visits will be made to the project site	For smaller work, three visits may not be possible for project site. It is therefore requested number of visit should not be fixed, it will be depended the nature and value of the work. Please consider.	No Change
15.	Page No 27, TOR, Clause no 8 Active support by auditor	Establish central reporting station at Chandigarh or any other city of Punjab or all kinds of communication and reporting	We request to consider Establish central reporting station at Tricity or any other city of Punjab or all kinds of communication and reporting	Please see Addendum at Sr. No 7
16.	Page No 27, TOR, Clause no 9	The auditor shall submit the performance security for an amount equivalent to 5% of the contract value of the	Since we are auditors not contractors so we request you to delete this clause. EMD of Rs 1 Lac to PIDB can be used as performance	No Change

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	Performance security	work	security. Please consider					
17.	Clause 9.9 - Performance Security	<p>Performance Security The Auditor shall submit the Performance Security for an amount equivalent to 5% of the Contract value of the work allocated in the form of irrevocable and unconditional Bank Guarantee/ Demand Draft / Banker's cheque /online in favour of Mandating Authority. This Performance Security shall be suitably extended for a period of 6 (six) months beyond the period of work allocated. In case the bunch work is allocated, the bidder shall submit the consolidated Bank Guaranteed equivalent to the 5% of the contact value of the bunch work allocated.</p> <p>In case, any amount becomes due against the Auditor, the same shall be recovered from the Performance Security. The non performance of the work allocated or serious default such corrupt or fraudulent practices by the Auditor would entitle the Mandating Authority to forfeit the bid security and may refer the matter for cancellation of Empanelment. Non submission or partial submission of Performance Security shall result into cancellation of Empanelment</p>	<p>Under this clause where is provision for submitting PBG for 5% of contract value. In this pretext, it is submitted that no. of projects costing in between 30.00 lacs to 1.00 Cr. are more as compared to costing more than 1.00 Cr. So submitting PBG for each work will be a difficult task. Our suggestion is that works costing upto 50.00 lacs should be exempted from PBG.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">As per existing RFE</th> <th style="text-align: center;">As per Suggested RFE</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">The Auditor shall submit the Performance Security for an amount equivalent to 5% of the contract value of the work allocated in the form of irrevocable and unconditional Bank Gurantee/ Demand Draft/ Banker's cheque / online in favour of Mandating Authority. This Performance Security contract value of the bunch work allocated.</td> <td style="padding: 5px;">e Auditor shall submit the Performance Security for an amount equivalent to 5% of the contract value for works costing above 50.00 lacs. allocated in the form of irrevocable and unconditional Bank Gurantee/ Demand Draft/ Banker's cheque / online in favour of Mandating Authority. This Performance Securitycontract value of the bunch work allocated.</td> </tr> </tbody> </table>	As per existing RFE	As per Suggested RFE	The Auditor shall submit the Performance Security for an amount equivalent to 5% of the contract value of the work allocated in the form of irrevocable and unconditional Bank Gurantee/ Demand Draft/ Banker's cheque / online in favour of Mandating Authority. This Performance Security contract value of the bunch work allocated.	e Auditor shall submit the Performance Security for an amount equivalent to 5% of the contract value for works costing above 50.00 lacs. allocated in the form of irrevocable and unconditional Bank Gurantee/ Demand Draft/ Banker's cheque / online in favour of Mandating Authority. This Performance Securitycontract value of the bunch work allocated.	No Change
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18.	Page 27 Clause 9.9 Performance Security	The Auditor shall submit the Performance Security for an amount equivalent to 5% of the Contract value of the work allocated in the form of irrevocable and unconditional Bank Guarantee/ Demand Draft /	<p>Under this clause where is provision for submitting PBG for 5% of contract value.</p> <p>It is suggested that no. of projects costing in between 30.00 lacs to</p>	No Change				

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		<p>Banker's cheque /online in favour of Mandating Authority. This Performance Security shall be suitably extended for a period of 6 (six) months beyond the period of work allocated. In case the bunch work is allocated, the bidder shall submit the consolidated Bank Guaranteed equivalent to the 5% of the contact value of the bunch work allocated.</p> <p>In case, any amount becomes due against the Auditor, the same shall be recovered from the Performance Security. The non performance of the work allocated or serious default such corrupt or fraudulent practices by the Auditor would entitle the Mandating Authority to forfeit the bid security and may refer the matter for cancellation of Empanelment. Non submission or partial submission of Performance Security shall result into cancellation of Empanelment.</p>	<p>1.00 Cr. are more as compared to costing more than 1.00 Cr. So submitting PBG for each work will be a difficult task. Our suggestion is that works costing upto 50.00 lacs should be exempted from PBG.</p>	
19.	Page No 28, Clause 10 Allocation of projects amongst the panel of auditors	The rate quoted by the empanelled auditors at the time of empanelment for particular slab will be upper ceiling and the mandatory authority will invite quotes from the empanelled bidders for the work	This clause is against the CVC guidelines and We request that rates should be fixed at this level. It should not negotiate for lower limits too by the mandating authority . We assume after empanelment other bidders offer lesser rates to department for grabbing more works.	Please see Addendum 8
20.	Page No 29, Clause 12 B, Payment schedule/	Milestone	Please consider 20% payment for first visit, 20% for second visit, 30 % payment on submission of Draft Report and final 30% payment on submission of final Report. This will helps us follow up the payment with the department.	Please see Addendum at Sr.No 9

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22.	Clause 9.12 (B) - Payment (schedule for ongoing/ to be executed works)	Payment (schedule for ongoing/ to be executed works)	<p>In this pretext, it is submitted that as per floated RFE, there is provision for paying 10% fee under submission of First, Second & Third Techno Financial Audit report each, 30% under Submission of Draft Final Assessment report and 30% under Approval of Final Techno Financial Audit Report.</p> <p>It is requested that more Financial resources in terms of man power, wages of staff and other expenditure is involved during the site visits and submission of reports for which more fee is required to meet with the expenditure. So a new payment schedule is hereby suggested as below:-</p>	Please see Addendum ar Sr. No 9																										
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23.	Clause no. 12 B Page no. 29	Payment (Schedule for ongoing/ to be executed works)			The milestone\percentage of progress at site when the audit is to be conducted has not been provided in the RFP. Kindly clarify.	Please see Addendum. At Sr. No. 6
24.	Clause no. 3.1.3 (A)	Fee for ongoing/ to be completed work			Consultant's financial fees should be based on the project cost (Escalated project cost) as per escalation during the tenure of the project.	No Change
25.	Page 11 Clause 3.1.2 (c)	The applicant must have carried out Techno financial Audit of at least 7(seven) projects under Core Infrastructure with a minimum value of Rs.			Regarding Experience for last 5 years starting 2017-18 to 2021-22 has been taken in this RFE.	

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	<p>Minimum Eligibility Experience Data Sheet</p>	<p>10 crore each (core sector would be deemed to include power, telecom, ports, airports, railways, metro rail, industrial Park/estates, logistic parks, pipelines, irrigation, water supply & sewerage, roads, transport), in the last 5 (five) financial years (F.Y. 2017-18 to 2021-22), with any Central/State Government / Government Agencies in India (Boards/ Corporations /MC/Improvement Trusts / PSU /Public infrastructure agencies and International Funding agencies like the World Bank, Asian Development Bank, UNDP, UNICEF etc) as its Client. For avoidance of doubt, the minimum value of the project excludes the cost of land, utilities etc and only refers to the capital cost of the project.</p>	<p>i. As the last financial year 2022-23 has been elapsed, returns like GST, ITR etc. stands submitted, So this year also needs to be accounted for and the experience for the last 5 year starting 2018-19 to 2022-23 should be considered.</p> <p>ii. Under this clause experience for 7 projects during the last 5 financial year costing Rs.10.00 Crore each have been mentioned, whereas under appendix 6, where list of these project is to be attached, number of project has been wrongly mentioned as 10 on page 43 of RFE. It may kindly be corrected as 7 projects.</p> <p>iii. Provision for Engagement of TPA with any Central/State Government/ Government Agencies in the India (Boards/ Corporations/ MC/ Improvement Trust. It is requested that engagement of TPA should be made mandatory in the project funded by CRF, NABARAD schemes.</p>	<p>i. No Change</p> <p>ii. Please see Addendum at Sr. No. 10</p> <p>iii. No Change</p>
26.	<p>Techno & Financial Audit Experience Page no. 11 Clause 3.1.2 (c) & Page no. 43 Appendix-6</p>	<p>The applicant must have carried out Techno financial Audit of at least 7(seven) projects under Core Infrastructure with a minimum value of Rs. 10 crore each. & 10 Projects under core Infrastructure (Refer clause 3.1.2 C)</p>	<p>In this regard We request you to kindly modify numbers mentioned in the appendix 6 ie. from 10 to 7 no. project</p>	<p>Please see Addendum at Sr. No.10</p>
27.	<p>Techno & Financial Audit Experience Page no. 11</p>	<p>The applicant must have carried out Techno financial Audit of at least 7(seven) projects under Core Infrastructure.</p>	<p>We request the Authority to kindly consider ongoing assignments as eligible assignments allotted by PIDB during the last 5 years which has not been completed yet</p>	<p>No Change</p>

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28.	<p>Clause 3.1.2 (c) - Minimum Eligibility Experience Data Sheet</p>	<p>Techno & Financial Audit Experience The applicant must have carried out Techno financial Audit of at least 7(seven) projects under Core Infrastructure with a minimum value of Rs. 10 crore each (core sector would be deemed to include power, telecom, ports, airports, railways, metro rail, industrial Park/estates, logistic parks, pipelines, irrigation, water supply & sewerage, roads, transport), in the last 5 (five) financial years (F.Y. 2017-18 to 2021-22), with any Central/State Government / Government Agencies in India (Boards/ Corporations /MC/Improvement Trusts / PSU /Public infrastructure agencies and International Funding agencies like the World Bank, Asian Development Bank, UNDP, UNICEF etc) as its Client. For avoidance of doubt, the minimum value of the project excludes the cost of land, utilities etc and only refers to the capital cost of the project. Note: In support of the claim, the applicant has to submit the certificate of completion of the activities duly issued by the Client or duly certified and verified by the Authorised Signatory of the bidder, in the prescribed format attached at Appendix 7</p>	<p>Under this clause experience for 7 projects during the last 5 financial year costing Rs. 10.00 Crore each have been mentioned, whereas under appendix 6, where list of these project is to be attached, number of project has been wrongly mentioned as 10 on page 43 of RFE. It may kindly be corrected as 7 projects.</p> <p>i. Experience for last 5 years starting 2017-18 to 2021-22 has been taken in this RFE. It is submitted that since the last financial year 2022-23 has been elapsed, returns like GST, ITR etc. stands submitted, So this year also needs to be accounted for and the experience for the last 5 year starting 2018-19 to 2022-23 should be amended.</p> <p>ii. Experience in core sector projects like Power, Telecom, Ports..... etc. has been mentioned in RFE. It is submitted that in-spite of the said guidelines and directions in TOR issued on 30.04.2019 by finance department, Punjab, no such system of engagement of Third Party Techno Financial Auditor is enforce in major department of the State i.e., PSPCL, Water Resources Department & Tube well Corporation.</p> <p>iii. Provision for Engagement of TPA with any Central/State Government/ Government Agencies in the India (Boards/ Corporations/</p>	<p>Please see Addendum at Sr. No. 10</p> <p>i. No Change</p> <p>ii. No Change</p> <p>iii. No Change</p>

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			<p>MC/ Improvement Trust.</p> <p>It is submitted that engagement of TPA should be made mandatory in the project funded by CRIF, NABARAD for the works to be executed by Punjab PWD (B&R) and Punjab Mandi Board. In addition to this the works being executed by the Punjab Mandi Board with its own funds, Engagement of TPA should be made mandatory.</p>	
29.	Terms of Reference (TOR) (Clause 9)		In house and site plant laboratory testing should be allowed to TPA for fair testing otherwise TPA is dependent on Fourth Party.	No Change
30.	Point no. 3 (e) of Clause no. 12 A Page no. 29	Quality control test Report	We understand that the quality tests to be conducted at site, the actual cost to be borne by the client.	Please refer to ToR Clause 1
31.	Page no. 23	Proposal due date	Pl. extend the bid due date by at least 10 days from the date of response to pre bid query.	Please see corrigendum 3.
32.		Bid submission due date	We understand that suitable time gap shall be provided to the bidders after the minutes of meeting/ clarification of queries are provided. In such case, kindly postpone the date of submission by 3 weeks from the date of receipt of clarifications from the client. Please confirm	Please see corrigendum 3.
33.	Clause 9 - Terms of Reference		<p>1. Scope of work (Technical Audit)</p> <p>Under point no. 7, the testing has been mentioned to be carried out in a NABL / Shri Ram Institute of Industrial Research, Delhi.</p>	No Change.

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	<p>(TOR)</p>		<p>In this pretext, it is submitted that</p> <ul style="list-style-type: none">• The objective of the appointment of Special Third Party Techno-Financial Auditors is to carried out a Independent review and auditing (technical & financial), Independent Technical & Quality Control / Audit assurance and financial audit of works.• As per SBD Vetted & approved by the State Government for execution of Roads Infrastructure works and is enforce in the department of Punjab PWD (B&R) and Punjab Mandi Board, under the head technical conditions, No. 13 (m) - Instrument for bitumen extraction namely Automatic asphalt content tester (furnace/oven), IRC accredited conforming to ASTM/AASHTO standards for determining bitumen content is mandatory.• Testing from NABL / Shri Ram Institute of Industrial Research, Delhi will become a 4th Party.• There are Litigation at later stage arises attributed to financial loss to agency due to contradictory results of NABL Lab.• There are Grievances of agency & department officials for not checking the bitumen content in their presence. <p>In order to address the above said observations, It is suggested that the bitumen extraction should be carried out on the same day of visiting site at Plant site/ in-house testing in the presence of Third</p>	
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			<p>Party experts, Department officials & Agency representatives, so that a fair testing should be carried out. Suggestion for issuing amendment for this clause as under:</p> <table border="1"> <thead> <tr> <th>As per existing RFE</th> <th>As per Suggested RFE</th> </tr> </thead> <tbody> <tr> <td>"The tests will be carried The testing shall be done in the NABL certified laboratory or Shri Ram institute of industrial Research, Delhi. The payment of such tests shall be reimbursed by State Government Department Mandating authority to the consultant on submission of claim and test report."</td> <td>ne tests will be carried The testing shall be done at Plant site of the agency over Automatic asphalt content tester (furnace/oven), IRC accredited conforming to ASTM/AASHTO standards for determining bitumen content."</td> </tr> </tbody> </table>	As per existing RFE	As per Suggested RFE	"The tests will be carried The testing shall be done in the NABL certified laboratory or Shri Ram institute of industrial Research, Delhi. The payment of such tests shall be reimbursed by State Government Department Mandating authority to the consultant on submission of claim and test report."	ne tests will be carried The testing shall be done at Plant site of the agency over Automatic asphalt content tester (furnace/oven), IRC accredited conforming to ASTM/AASHTO standards for determining bitumen content."	
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34.	Additional Suggestions		Dilution of TOR :- No change in the clauses of the TOR/ addition of further clauses over and above which are not a part of the TOR as mentioned in this RFE should be permitted for a specific project unless it is approved by the Department of Finance, Government of Punjab.	No Change				
35.	General Suggestion		<p>i. It is submitted that payment for the TPA charges must be paid within the 15 days of the submission of the bill otherwise interest @ 15% of the bill amount will be payable.</p> <p>ii. Fee for the TPA should be payable for the final contract amount of executed works inclusive of all escalation, variations and enhancement.</p> <p>iii. No. of visits for a specific work will be on the discretion of</p>	<p>i. No Change</p> <p>ii. No Change</p> <p>iii. Please see Addendum at Sr. No 6</p>				

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			<p>mandating authority in consultation with TPA.</p> <p>iv. Submission of progress of work and getting the work checked simultaneously along the progress from TPA will be the responsibility of the mandating authority.</p>	iv. No Change
36.	Work experience		<p>Eligible criteria as per SBD (PWD, Punjab) Clause 4.3 B (b),is written below "Satisfactorily completed in the last five (5) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub- Contractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) one similar work (as defined in the Bid Data Sheet) of value not less than 80% of the estimated cost of work or two similar works of value not less than 50% of the estimated cost of work or three similar works each of value not less than 40% of the estimated cost of work"</p> <p>In the light of these conditions 07 projects are not required and an agency having experience of projects of Rs. 10 crore cannot be is eligible for the projects of value more than 25 Crore. So, imposition of the condition of 7 projects of Rs. 10 Crores each is an arbitrary decision and is applied only to accommodate specified competitors. It is requested that the agencies may be empanelled in different financial categories as per their past work experiences, in compliance with SBD.</p>	No Change
37.			<p>Ongoing Techno-Financial works needs to be considered in this bid evaluation</p> <p>Independent Quality Assurance work experience are similar to the</p>	No Change

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			<p>third party audit work experience. So, independent Quality Assurance work experience may be included in RFE.</p> <p>For healthy competition, work experience of private institutions/companies of national importance may also be included in the RFE Experience of private companies can be considered by verifying/reconciliation of consulting amount with TDS & GST etc</p> <p>The condition of testing from Sri Ram NABL laboratory is also an arbitrary decision. Testing from any NABL may please be allowed. An agency having its own NABL accredited laboratory may be given some preference.</p> <p>The conditions of enhancement of previous Turnover/Project cost/Consultancy fees of last 5 years needs to be enhanced with 7% per annum. This condition is missing in RFE.</p> <p>Turnover & work experience should be verified with deposited GST & TDS deduction by employer.</p>	
38.	General		<p>We understand that in case the Special Third Party Independent Techno Financial Auditor is required to carry out project related visits outside Punjab, all associated expenses for travelling/lodging/boarding shall be borne by the client. Please advise.</p>	No change.
39.	General	Timeline and payment schedule	<ul style="list-style-type: none"> • We understand that “credit period”, i.e. in how many days due payment shall be released to consultant after their invoice submission, shall be 30 days. Kindly confirm. • Our understanding is that the consultant is expected to submit monthly invoices to the client for the services rendered and will receive payment on a monthly basis Please confirm 	No Change
40.	General	Liquidated Damages/Penalties	<ul style="list-style-type: none"> • Kindly provide clause related to limitation of Penalty/LD applicable on Special Third Party Independent Techno Financial Auditor. • However, in general we understand that maximum amount of LD/Penalty applicable on Special Third Party 	As per project specific TOR.

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			<p>Independent Techno Financial Auditor Consultant shall be limited upto 5% of their Contract order value. Kindly confirm</p> <p>We also request you kindly confirm the maximum penalty than can be imposed on the consultant in any case.</p>	
41.	General	Termination by Consultant	<p>We understand that ‘Special Third Party Independent Techno Financial Auditor have the right to terminate the Contract agreement as under: <i>“The Special Third Party Independent Techno Financial Auditor may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, “In case Client fails to pay any money due to the Consultants pursuant to the Contract within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue”</i></p> <ul style="list-style-type: none"> • We further request Client to kindly include a mandatory notice period of 30 days before termination of contract. • We request Client to kindly allow equal rights to Special Third Party Independent Techno Financial Auditor Consultant regarding Termination of Contract • We understand that In the event of termination of the contract due to any reason, except in cases where the termination is due to the Consultant default, the Client will be responsible for paying all outstanding amounts due to the Consultant/Service Provider, Kindly Confirm 	This RFE is for the purpose of empanelment for Special Third Party Auditors only. Any such terms shall be the prerogative of the Mandating Authority.
42.	Page No. 11, (d) Human	Preceding the proposal due date, the applicant must have 30 (thirty) full time professional staff including key technical, financial and legal professionals (with at-least one from Legal sector) providing Technical-Financial	We request the client to kindly provide the CV format as mentioned Annexure A in the RfP so the we can prepare the CV accordingly	Please see Addendum at Sr. No 5.

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	Resource	Auditory services. Applicant must submit the list of regular professional staff in his firm in the format attached at Annexure-A verified by the authorised signatory.		
43.		Preceding the proposals due date, the applicant must have 30 (thirty) full time professional staff, including key technical, financial and legal professionals (with at-least one from Legal sector) providing Technical-Financial Auditory services. Applicant must submit the list of regular professional staff in his firm in the format attached at Annexure-A verified by the authorised signatory.	Annexure- A is not attached in the RFE, kindly attach the annexure.	Please see Addendum at Sr. No 5.
44.	General	Force Majeure	<ul style="list-style-type: none"> Kindly confirm the clause related to the force majeure Further We request Client to include below conditions in the Force Majeure definition: “ Pandemic, epidemics, any other catastrophic unforeseeable, circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation” We further request Client to kindly include a mandatory notice period of 30 days before termination of contract under said clause. Kindly consider. 	This RFE is for the purpose of empanelment for Special Third Party Auditors only. Any such terms shall be the prerogative of the Mandating Authority.
45.	General	GST	<p>We understand that the financial quote shall be exclusive of GST@18%. Please confirm.</p> <ul style="list-style-type: none"> For Arbitration purpose, we request Client to kindly allow Arbitration as per Indian Arbitration and Conciliation act 1996& appointment of “Sole & independent Arbitrator” by both the parties mutually. Kindly consider. 	<p>Please refer to clause 3.1.3 A of RFE.</p> <p>Please refer to clause 7 of RFE.</p>

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			<ul style="list-style-type: none"> We also request Client for allowing the seats of Arbitration at the exclusive Courts of Mumbai & propose for Jurisdiction of courts of Mumbai <p>We also request Client to kindly confirm venue of Arbitration</p>	
46.	General	Indemnity	We understand that the limit the “Special Third Party Independent Techno Financial Auditor’s Liability to indemnify Client” is upto the 100% of their contract value under any circumstances. Kindly confirm	The indemnity shall be as per project specific TOR issued by the Mandating Authority.
47.	General	Limitation of Liability	We understand that maximum liability of the Special Third Party Independent Techno Financial Auditor’s against the performance of its services under this contract shall be limited to 100% of the contract order value, under any circumstances. Please Confirm	The limitation of liability shall be as per project specific TOR issued by the Mandating Authority.
48.	General	General Conditions of Contract (GCC) and Special Conditions of Contract(SCC)	Please share the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), as same are not given in tender document, due to which it is very difficult for the bidder to understand Terms & Conditions associated with this Contract.	No Change
49.	General	Jurisdiction	We request Client to kindly allow Courts of Mumbai to have exclusive jurisdiction over the matter. Kindly consider	No Change
50.		The applicant must have carried out a Techno financial Audit of at least 7 (seven) projects under Core Infrastructure with a minimum value of Rs. 10 crore each (core sector would be deemed to include power, telecom, ports, airports, railways, metro rail, industrial Park/estates, logistic parks, pipelines, irrigation, water supply & sewerage, roads, transport), in the last 5 (five) financial years (F.Y. 2017-18 to 2021-22)	The last 5 financial years are 2018-19 to 2022-23, please clarify.	Please see Addendum at Sr. No. 4
51.		The applicant has to separately provide the soft copy (editable version) of the Experience sheets (Appendix 5) which can be used by PIDB for its evaluation purpose.	Please clarify where the soft copy will be submitted.	It is clarified that the softcopy (editable version) of experience

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		However the information provided in hard form shall prevail upon the information provided in soft copy.		sheets in excel form should be submitted to MD, PIDB in pen drive on the date of submission of bids.
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