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सिक्किम विश्वविद्यालय
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(भारत के संसद के अधिनियम द्वारा वर्ष 2007 में स्थापित और नैक (एनएएसी) द्वारा वर्ष 2015 में प्रत्यायित केंद्रीय विश्वविद्यालय)
(A central university established by an Act of Parliament of India in 2007 and accredited by NAAC in 2015)

Reply to pre-bid queries

Dated: 27-10-2021

Name of Work: Appointment of State or Central Public Sector Undertaking coming under the purview of Central Vigilance Agency for the Consultancy Service for Authority's Engineer for establishment of RCC Framed Permanent campus and Construction of the University Buildings with necessary infrastructure development works for Sikkim University at Yangang in the state of Sikkim on EPC Mode.

RFP no.: SU/REG/ENGG/F3/10/02

The prospective bidders are requested to go through the pre-bid queries and the attachments (if any) of the same. The corrigendum to the tender if any shall also be uploaded on the University website.

The pre-bid queries and all the corrigendum/addendum published with respect to the tender are a part of the Tender Document and shall also form a part of the agreement.

**Sd/-
Registrar
Sikkim University**

Sl No	Pre bid queries for Authority Engineer	Reason for modification	Modified to
1	4.5 (vi) for "Replacement of key personnel shall be considered only in unavoidable circumstances. in no case more than two replacements of key personnel shall be permitted during negotiation and in such cases PSU and such key personnel shall have to submit affidavit to the affect that during the period of assignment specified in para 8 of Section:1, the replaced key personnel shall not be professionally employed anywhere in Sikkim University works. Sikkim University shall not further consider CV of such key personnel directly or indirectly of any of its projects for this period. 10% reduction in remuneration shall be considered for each such substitution upto 2 replacements."	Vide letter of bidder dated 23.10.2021 Being the Central PSU and therefore the employers under this organization are transferable/retired as per Govt. norms after a specified duration.	4.5 (vi) for "Replacement of key personnel shall be considered only in unavoidable circumstances. in no case more than two replacements of key personnel shall be permitted during negotiation and in such cases PSU and such key personnel shall have to submit affidavit to the affect that during the period of assignment specified in para 8 of Section:1, the replaced key personnel shall not be professionally employed anywhere in Sikkim University works. Sikkim University shall not further consider CV of such key personnel directly or indirectly of any of its projects for this period. 10% reduction in remuneration shall be considered for each such substitution up to 2 replacements. “In case of PSU the norms prescribed by Department of Public enterprises pertaining to transfer/retirement of employee shall be applicable along with prior consent from Authority and subjected to condition laid at Clause No 4.4

2	<p>Clause 4.5(c) of general condition of contract "Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (i) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/ extreme medical ground, (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 5% (i) for total replacement upto between 33% to 50%, remuneration shall be reduced by 10% and (i) for total replacement upto between 50% to 66%, remuneration shall be reduced by 15% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/ termination/ debarment upto 2 years as considered appropriate."</p>		<p>Clause 4.5(c) of general condition of contract "Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (i) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/ extreme medical ground, (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 5% (i) for total replacement upto between 33% to 50%, remuneration shall be reduced by 10% and (i) for total replacement upto between 50% to 66%, remuneration shall be reduced by 15% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/ termination/ debarment upto 2 years as considered appropriate. "In case of PSU the norms prescribed by Department of Public enterprises pertaining to transfer/retirement of employee shall be applicable along with prior consent of Authority and subjected to condition laid at Clause No 4.4.</p>
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3	Assignment Period (month) as per FRP document No SU/REG/ENGG/F3/10/02 is considered as 66 months (30 months construction period + 36 Month O &M)		Assignment Period (month) as per FRP document No SU/REG/ENGG/F3/10/02 is considered as 72 months (36 months construction period + 36 Month O &M)
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