

## Central University of Haryana

Pre-bid meeting dated 19/12/2024 on RFP document for the work of "Selection of Project Management Consultant (PMC) for Development of Infrastructural facilities and other related works in campus of Central University of Haryana, Mahendergarh".

The details of the queries received from the shortlisted CPSUs and the reply of CUH is as under:

### A. NBCC (India) Limited.

Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
1	Clause 03 Page no. 6	Cost of Tender Documents. (In Form of DD/NEFT/RTGS ): Rs. 15,000/- (Non-Refundable)	It is requested to clarify whether the said amount of Rs. 15,000/- as Cost of Tender Documents is inclusive of GST or not. Also, please provide the payment details for the preparation of DD.	The cost of tender document is inclusive of all taxes. The tender document cost is to be paid through RTGS/NEFT as per account details mentioned in RFP document (Page No. 7).
2	Clause 4. Page. No. 16	Earnest Money Deposit (in the form of DD/NEFT/RTGS/Bank Guarantee in the favour of Registrar, Central University of Haryana payable at Mahendergarh)	Please provide the format of Bank Guarantee for the preparation of EMD.	EMD will not be in the form of Bank guarantee. The amended clause is as under: The Earnest Money Deposit (in the form of DD/NEFT/RTGS in the favour of Registrar, Central University of Haryana payable at Mahendergarh).



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Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
				The account no. of University is mentioned at Page No.-7 of RFP.
3	Point no. 5), Page no. 6	Date of Pre-bid Meeting: At 11:00 AM on 19/12/2024 in the Conference room , Central University, Jant-Pali, Mahendergarh, Haryana	It is requested to conduct the pre-bid meeting in online mode also to get more participation. The VC link for the same shall also be provided.	Resolved.
4	Clause 1.3, Page no. 11	Details of projects/buildings to be taken by PMC.	Please clarify whether the total estimated cost i.e. 196.98 Cr. is inclusive of GST or not.  It is also requested to please clarify the whether different works/buildings mentioned in the said clause are simultaneous nature of works.	The total estimated cost i.e. 196.98 Cr. is inclusive of all applicable taxes.  Yes. All the works may be started simultaneously.
5	Clause 3.1 (E), Page no. 16	Should have O&M experience of 'Similar Project' either through itself or through its Associates a minimum experience of at least 5 years	It is requested to amend the said clause as follows:  Should have O&M experience of 'Similar Project/any project' either through itself or through its Associates a minimum experience of at least 5 years	The clause 3.1 (E) is deleted.

Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
6	Clause 5.6 (i), Page no. 23	Once the detailed structural calculations & drawings are ready, the proof checking of the same shall be got done from a technical institute of national repute such as IIT/NIT or equivalent. The fee for proof checking shall be borne by PMC	<p>As per standard MOU practice, the fee for proof checking from any reputed institute (IIT/NIT) is included in the actual project cost. Therefore, it is requested to amend the said clause as follows:</p> <p>Once the detailed structural calculations &amp; drawings are ready, the proof checking of the same shall be got done from a technical institute of national repute such as IIT/NIT or equivalent. The fee for proof checking shall be included in Estimated project cost.</p>	No change. Original clause remains.
7	Clause 5.8 (i), Page no. 24	5.8 Appointment of Contractors: i. .... The CPWD Manual, CUH guidelines, MoE guidelines and HEFA conditions will be followed to engage contractors on EPC mode.	NBCC has its own GCC for appointment of EPC Contractors which is in line with CVC guidelines. Hence this clause to appoint EPC contractor following "The CPWD Manual, CUH guidelines, MoE guidelines and HEFA conditions" may please be removed. The special clauses as per project requirement can be made part of tender documents in the form of	No change. Original clause remains.

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Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
			Special Conditions of Contract (SCC), if required.	
8	Clause 11.0, Page no. 29	11.0 Compensation for Delay: ....., the PMC shall pay a compensation of 0.25% per week subject to maximum of 10% of the total fee payable to the PMC.	PMC executes the project on behalf of Client and receives very nominal fee. In this regard, it is requested to modify the said clause as per standard practice i.e.:  ....., the PMC shall pay a compensation of 0.25% per month subject to maximum of 5% of the total fee payable to the PMC.	No change. Original clause remains.
9	Clause 12.0, Page no. 30	12.0 Compensation for Cost Overrun: Any cost overrun over the approved project cost other than the cost overrun accepted by CUH as due to genuine reasons as per its assessment will be attributed to the PMC irrespective of the source of the overrun. In case of such cost overrun, a compensation @0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting for the exceptions, if any), subject to maximum of 10% of the total fee, will	This clause is stringent. Therefore, it is requested to delete the said clause.	No change. Original clause remains.

EF

Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
		be levied. Further, in cases of cost overrun, the amount of cost overrun, no matter whether it is exempted or excess, will not be included in the approved project cost while calculating the fee payable to the PMC. The decision about the % age of such compensation to be levied (subject to the maximum specified) shall be the sole discretion of the VC, CUH or any other authority authorized by VC, CUH and shall be final and binding and completely excluded from preview of conciliation or judicial review.		
10	Clause 13.2, Page no. 31	13.2 In the event of failure of the PMC to get the defects rectified in time, the CUR will be entitled to take any/all the following actions: i) To forfeit the remaining 50% of the Security Deposit of the PMC which was to be refunded after DLP is over. ii) To get the Performance Bank Guarantee (PBG) encashed and forfeit the amount. iii) To get the defects removed at the risk & cost of PMC and recover the expenditure from available Security	This clause is stringent. Therefore, it is requested to delete the said clause.	No change. Original clause remains.

Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
		Deposit/PEG or any sum payable to PMC under the Contract. iv) To debar the PMC for future consultancy work in CUR. v) The decision of the Vice-Chancellor, CUR or any other authority authorized by VC, CUR for any or all the aforesaid actions against PMC shall be final and binding and shall be completely excluded from preview of conciliation or judicial review.		
11	Clause 16.3, Page no. 33	16.3 The above calculated re-adjusted Lumpsum fee shall be ceiling amount payable to PMC for its services even if the actual project cost increases at the time of completion due to various reasons except the additional works ordered and approved by the CUH.	This clause is stringent. In this regard, there should not be any ceiling on PMC fee if the actual project cost increases at the time of completion due to various reasons.	No change. Original clause remains.
12	Clause 16.9, Page no. 34	8. After completion of defect liability period-- 10% of fees based on actual cost of completion.	A large amount of payment in percentage of actual cost of completion (i.e. 10% of fees) is kept hold on completion of work. It is requested to modify it as follows and change the other payment stages accordingly:  After completion of defect liability	The amended clause is enclosed as <b>Annexure-'A'</b> .



Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
			period-- 5% of fees based on actual cost of completion.	
13	Appendix-1, Page no. 38	<p>2. Total amount of payment received for providing PMC services for 'Eligible Projects' during the last (05) five financial years immediately preceding the RFP due date.</p> <p>For receiving minimum average payment of Rs. 5.00 Cr. per annum during last (05) five financial years, IO marks will be given. Additional marks @ 1 mark for additional amount of Rs. 1.00 Cr. received as payment for PMC consultancy for 'Similar Projects' subject to maximum total marks of 20.</p>	It is requested to please clarify whether the criteria of minimum amount of payment received for providing PMC services i.e. 5 Cr. per annum shall be considered for respective 'Eligible Project' or for total nos. of eligible projects.	No change. Original clause remains.
14	Appendix-1, Page no. 39	<p>4. Completion of Project without time or cost overrun during last (05) five financial years.</p> <p>01 mark for every project with completion time within the stipulated date of completion and 01 mark for every project with actual cost within the tendered cost</p>	<p>Due to COVID period and GRAP restrictions by CPCB in last 5 financial years, it is very difficult to provide such large (20 nos.) of Project completion certificate having without the time or cost overrun during the last 5 financial years .</p> <p>Therefore, it is requested to either increase the duration of last 5</p>	No change. Original clause remains.

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Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
			financial years to last 10 financial years OR increase the no. of marks for each projects (for one project-02 marks) having completion time within the stipulated date of completion and with actual cost within the tendered cost.	
15	Appendix-1, Page no. 39-40	5. Technical Manpower on permanent basis of the bidder for the last 3 years:	<p>The requirement of the said technical manpower having such high experience (10-15 yrs. experience) is not inline with this value of project (i.e. 196.98 Cr.).</p> <p>Therefore, it is requested to amend the said clause as follows:</p> <p>i.Civil Engineers: B.E/B.Tech with minimum experience of 5 years- 5 marks a) Between 50 to 100- 03 marks b) Between 100 to 200- 04 marks c) More than 200- 05 marks</p> <p>ii. Post-Graduation/Masters m structures or construction management with minimum experience of 5 years- 03 Marks</p>	The amended clause is enclosed as <b>Annexure-'B'</b> .

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Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
			<p>a) Between 5 to 10- 01 marks b) Between 10 to 20- 02 marks c) More than 20- 03 marks</p> <p>iii. Electrical/Mechanical Engineers: B.E/B.Tech with minimum experience of 5 years- 4 marks a) Between 10 to 20- 02 marks b) Between 20 to 40- 03 marks c) More than 40- 04 marks</p> <p>iv. Architects: B.Arch with minimum experience of 5 years- 03 marks a) Between 0 to 1- 01 marks b) Between 1 to 3- 02 marks c) Between 3 to 5- 03 marks</p>	
16	Appendix-2, Page no. 41	Timeline for various stages of Project	Please clarify whether the given timeline for various stages of Project is for each building mentioned in the clause 1.3. If no, then it is requested to provide timeline for different buildings since the time period for completion of each building is different.	It is clarified that Sr. No.-1 to 5 mentioned at Page No.-41 of the RFP document will remain same for all the projects. The timeline for execution of works may be adjusted accordingly to complete the projects within stipulated time mentioned in the RFP document.

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Sr. No.	RFP Clause No./ Page NO.	Description As per RFP	NBCC Query/Suggestion	Response of CUH
17	Point no. 5), Page no. 7	Last Date & Time of submission of bids online: 26/12/2024 by 3 PM	In view of the above queries & preparation of EMD and above documents, it is requested to kindly extend the last date for bid submission from 26.12.2024 to atleast two weeks.	Last Date & Time of submission of bids is amended from 26/12/2024 by 3:00 PM to 03/12/2024 by 3:00 PM.

**B. RITES Limited:**

Sr. No.	RITES Query/Suggestion	Response of CUH
1	The bid has to be submitted in two packet system Technical & financial bid. As per procedure technical bid (weightage 70%) score shall be disclosed before opening of financial bid of qualified bidders. - Kindly conformed that the same procedure shall be followed in evaluation of the tender.	It is clarified that technical bid score will be disclosed and uploaded on the website before opening of the Financial bid.
2	The EMD of Rs. 10 Lakhs to be deposited in form of Bank Guarantee in favour of Registrar, Central University of Haryana payable at Mahendergarh. - Kindly provide the form for bank guarantee and period of its validity required.	EMD will not be in the form of Bank guarantee. The amended clause is as under: The Earnest Money Deposit (in the form of DD/NEFT/RTGS in the favour of Registrar, Central University of Haryana payable at Mahendergarh).  The account no. of University is mentioned at Page No.-7 of RFP.



C. Engineer India Limited:

Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
1	Clause 0.0	<p>Bidder understands that "Project Cost" include the following: -</p> <ul style="list-style-type: none"><li>• All the final payments made to the contractor(s), sub-contractor(s), vendors/supplier(s), TPQM agency etc. as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.</li><li>• All costs of materials acquired for the Project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to CUH.</li><li>• All cost of labour and manpower deployed on the Project works by the contractor on its own or through labour contractors or PMC for execution of the works.</li><li>• Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.</li><li>• The cost towards watch &amp; ward staff, construction of site office, other field requirements etc.</li><li>• All monetary liabilities of the PMC towards the</li></ul>	<p>The total 'Project Cost' has been defined as 'Estimated Cost 'i.e. Rs. 196.98 Cr. at Page No.-11 of the RFP document. The items included in this Project Cost has been clearly defined in the Notes below the table at Page No.-11 of RFP document.</p> <p>As such no changes are required in the RFP Clause- 1.3.</p>



Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		<p>contractors/ sub-contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies.</p> <ul style="list-style-type: none"> <li>• All additional costs as payable to contractors/ vendors/ labors etc. on account of risk &amp; cost action against contractor with due approval of the <b>CUH</b>.</li> <li>• All liabilities arising out of any court decree or arbitration award and/ or any additional costs transpiring due to the direction of any court/tribunal/ statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the '<b>CUH</b>' in any suitor arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges, subject to the prior approval of the <b>CUH</b>.</li> <li>• This sub-clause only addresses disputes/ arbitrations/suits with any or all of the contractors or any other person(s) body/authority. Nothing in this sub-clause shall be construed to cover any disputes/arbitrations/suits between the '<b>CUH</b>' and</li> </ul>	

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Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		<p>the PMC, in which case, each party shall bear its own costs.</p> <ul style="list-style-type: none"><li>• The cost of the project shall include all direct and indirect taxes and also any other statutory payments on account of cess etc. to the State/Central Government.</li></ul> <p>Client to kindly consider and confirm.</p>	
2	Clause 3.1 (E)- Primary Eligibility Criteria on Page 16.	<p>The above criteria regarding O&amp;M experience for Selection of PMC was not mentioned in EOI 33/2024. As this criterion seems to be restrictive and shall also not be evaluated in QCBS evaluation. Further as per the clause 5.2 (vii) . The PMC may be appointed during the O&amp;M period if CUH requires. Hence, Bidder requests to delete the said clause for Eligibility Criteria.</p> <p>Client to kindly consider and confirm.</p>	The clause 3.1 (E) is deleted.
3	General	<p>As per RFP, bidder is required to submit Bank Guarantee for EMD. It has been noticed that the form of Bank Guarantee is not available in RFP. Also, validity of the same is not mentioned.</p> <p>Hence, it is requested to kindly provide the BG format and validity of Bank Guarantee for EMD, urgently.</p>	<p>EMD will not be in the form of Bank guarantee.</p> <p>The amended clause is as under:</p> <p>The Earnest Money Deposit (in the form of DD/NEFT/RTGS in the favour of Registrar, Central University of Haryana payable at Mahendergarh).</p>

B

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Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
			<p>The account no. of University is mentioned at Page No.-7 of RFP.</p> <p>EMD will be released as per rule applicable in GFR-2017.</p>
4	Clause 9 (Security Deposit) on Page 29.	<p>Bidder requests to modify the said clause as below:-</p> <p>In addition to the Performance Bank Guarantee required to be submitted at the time of signing of the Agreement as mentioned in Clause 4.5.5, an amount equivalent to 5% of the total fees payable to PMC shall be deducted proportionately from each bill towards Security Deposit for fulfilling the terms of conduct faithfully and honestly. The 50% of the Security Deposit will be refunded after issue of Completion Certificate. The remaining 50% will be refunded after the Defect Liability Period (DLP) is over and all the defects are got rectified to the satisfaction of CUH. The BG will be retained till the completion of the DLP. No interest shall be paid on BMD, BG and SD.</p>	<p>The amended clause is as under:</p> <p>In addition to the Performance Bank Guarantee required to be submitted at the time of signing of the Agreement as mentioned in Clause 4.5.5, an amount equivalent to 5% of the total fees payable to PMC shall be deducted proportionately from each bill towards Security Deposit for fulfilling the terms of conduct faithfully and honestly. The 50% of the Security Deposit will be refunded after issue of Completion Certificate. The remaining 50% will be refunded after the Defect Liability Period (DLP) is over and all the defects are got rectified to the satisfaction of CUH. The BG will be retained till the completion of the DLP. No interest shall be paid on BMD, BG and SD.</p>

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Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		<p>Further, it is also requested to kindly consider submission of Bank Guarantee of equivalent amount towards security deposit instead of deduction towards SD in each bill.</p> <p>Client to kindly consider and confirm.</p>	<p>No change in the clause with regard to deduction towards Security Deposit.</p>
5	Clause 11 (Compensation for Delay) on Page 29	Bidder requests to kindly modify the compensation of delay to be paid by PMC at maximum of 5% of the total fee payable to the PMC.	No change. Original clause remains.
6	Clause 12 (Compensation for Cost Overrun) on Page 30	<p>Bidder requests to kindly delete the said Clause :</p> <p>Any cost overrun over the approved project cost other than the cost overrun accepted by CUH as due to genuine reasons as per its assessment will be attribute to the PMC irrespective of the source of the overrun. In case of such cost overrun, a compensation @0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting for the exceptions, if any), subject to maximum of 10% of the total fee, will be levied.</p> <p>Client to kindly consider and confirm.</p>	No change. Original clause remains.
7	Clause 16.3 (Fees for PMC Services)	Bidder requests Client to kindly consider PMC fees on the actual project cost instead of the approved project cost.	No change. Original clause remains.

*B*

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Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH																		
		Client to kindly consider and confirm.																			
8	Clause 16.9 (Fees for the PMC services) on Page 34	Bidder requests to kindly modify the said Clause as below:- <table border="1"><thead><tr><th>Sr. No.</th><th>Stage</th><th>% of the total fees payable</th></tr></thead><tbody><tr><td>1.</td><td>On submission and approval of Master Plan and Preliminary Estimates (PE) to CUH</td><td>20% of the quoted LS fee</td></tr><tr><td>2.</td><td>On preparation of Detailed Estimates and issuance of NIT Tender Documents for inviting bids from contractors</td><td>20% of the quoted LS fee</td></tr><tr><td>3.</td><td>On award of Works for execution.</td><td>5% of the quoted LS fee</td></tr><tr><td>4.</td><td>Installments during execution of the Project based on actual +execution progress of work</td><td>50% of the quoted LS fee</td></tr><tr><td></td><td>i. On completion of 20% of Value of work</td><td>12.5% of the quoted LS fee</td></tr></tbody></table>	Sr. No.	Stage	% of the total fees payable	1.	On submission and approval of Master Plan and Preliminary Estimates (PE) to CUH	20% of the quoted LS fee	2.	On preparation of Detailed Estimates and issuance of NIT Tender Documents for inviting bids from contractors	20% of the quoted LS fee	3.	On award of Works for execution.	5% of the quoted LS fee	4.	Installments during execution of the Project based on actual +execution progress of work	50% of the quoted LS fee		i. On completion of 20% of Value of work	12.5% of the quoted LS fee	The amended clause is enclosed as <b>Annexure-A</b> .
Sr. No.	Stage	% of the total fees payable																			
1.	On submission and approval of Master Plan and Preliminary Estimates (PE) to CUH	20% of the quoted LS fee																			
2.	On preparation of Detailed Estimates and issuance of NIT Tender Documents for inviting bids from contractors	20% of the quoted LS fee																			
3.	On award of Works for execution.	5% of the quoted LS fee																			
4.	Installments during execution of the Project based on actual +execution progress of work	50% of the quoted LS fee																			
	i. On completion of 20% of Value of work	12.5% of the quoted LS fee																			

Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion		Response of CUH	
		ii.	On completion of 40% of Value of work	12.5% of the quoted LS fee	
		iii.	On completion of 60% of Value of work	12.5% of the quoted LS fee	
		iv.	On completion of 80% of Value of work	12.5% of the quoted LS fee	
		v.	On Completion of Project	100% of cumulative LS fees	
9	General	<p>Bidder requests CUH to kindly add the following Clause: -</p> <p>PMC shall appear and defend any claims of the contractors against itself or Client in arbitration or before courts or tribunals or government authority or quasi-judicial authority pertaining to execution of work. However, in case if the award is decreed by an arbitrator or a court of law in favor of the contractor, the PMC will get the arbitration awards examined by the appropriate authority and the decision of the Competent Authority in PMC to accept the award or to challenge the same in a court of law will be binding on the client department and the funds for making payment of all amounts which may be decreed by a court of</p>			Not accepted.

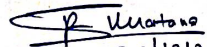
Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		<p>Law, Tribunal or by award of an Arbitrator in relation to the work will be made available by the client department promptly irrespective of Client not being a party before the Court, Tribunal or Arbitrator. Such payments will be in addition to the payments made to the contractors for execution of work. In addition to the above, the cost of PMC's efforts shall also be reimbursed by the Client to the PMC at the man-hour rates of PMC/mutually agreed rates.</p> <p>Client to kindly consider and confirm.</p>	
10	Clause 21.0 (Indemnity) on Page 36	<p>Bidder requests to modify the said clause as below:</p> <p>The parties shall indemnify each other in the event of property damage or bodily injury or death of the employee of either Party or property damage or bodily injury or death of a third party for the reasons attributable to the other party occurring during the course of execution of this Project.</p> <p>Client to kindly consider and confirm.</p>	No change. Original clause remains.
11	Clause 22.1 (Force Majeure) on Page 37.	Bidder requests to kindly modify the said clause as below:-	No change. Original clause remains.

Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		<p>PMC shall not be considered in default if delay in completion of work occurs due force majeure conditions like natural calamities, civil disturbances, war, fire, floods, pandemic, riots and strike etc.</p> <p>Client to kindly consider and confirm.</p>	
12	Clause 23 on Page 37.	<p>Bidder being a CPSE and CUH is a Government entity the arbitration / dispute settlement shall be done as per DPE guidelines in line with AMRCD. Hence, the said clause may be replaced by following:</p> <p><i>"In the event of any dispute that may arise between CUH and CPSU, the Office Memorandum dated 14th December, 2022; DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 shall be made applicable."</i></p> <p>Client to kindly confirm.</p>	No change. Original clause remains.
13	General	<p>Bidder requests Client to kindly add the following clause :</p> <p>Liability of PMC shall be limited to re-engineering of any defective services under PMC Scope of Services. No liabilities whatsoever shall be entertained by PMC other than getting the defective parts rectified from the respective</p>	Not accepted.

Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		<p>contractor(s). No penalty/recoveries shall be levied from FEES of PMC whatsoever. PMC shall make contractor(s) responsible for rectification of defects in works.</p> <p>It is agreed between Client and PMC that the aggregate liability of PMC arising from total recoveries/adjustments on account of delays / mistakes at PMC end and / or any other account, from Fees of PMC shall not exceed 5% of "consultant's Fees" on the balance Works, effectively received under this Agreement. To protect their interest, PMC shall keep the matter on record and shall maintain file /register with the acknowledgements etc. for issue of drawings, clarifications/ instructions given to the Contractors/ Agency / Client in writing.</p> <p>Neither Party shall be responsible to the other Party for any penalty of consequential direct or indirect losses and damages such as loss of revenue, products or profits.</p> <p>The PMC responsibilities will be deemed to have been discharged with rectification of all defects through contractors with the end of Defect Liability Period for different items of work as specified above.</p> <p>Client to kindly consider and confirm.</p>	
14	General	<p>Whilst we are keen to take up this prestigious assignment and are in process of preparing our response for the subject Tender, we request you for an extension to the bid</p>	<p>Last Date &amp; Time of submission of bids is amended from 26/12/2024 by 3:00 PM to 03/01/2025 by 3:00 PM.</p>



Sr. No.	Clause/Article/Page No.	EIL Query/Suggestion	Response of CUH
		submission due date by a minimum period of 15 days from the date of issuance to the queries issued by prospective bidders so as to enable us to submit the most responsive bid.  Client to kindly consider and confirm.	

  
 20/12/24  
 (Executive Engineer)

Annexure-‘A’

16.9 The fees proportionately payable to PMC shall be payable in stages as given below:

Sr. No.	Stage	% of the total fees payable
1	On signing of Agreement (against a Bank Guarantee as mobilization advance)*	4% of the quoted LS fee
2	On completion of services related to Pre-construction stage	4% of the quoted LS fee
3	On completion of Preliminary Design services	4% of the quoted LS fee
4	On Selection/Appointment of Architect and engagement of specialist/consultants for other services	4% of the quoted LS fee
5	On appointment of Contractors	4% of the fee based on total tendered cost with adjustment of excess amount, if any, already paid up to stage 4 above.
6	During execution based on 10 milestones, pro rata basis on tendered cost	60% of fees based on tendered cost
7	Upon completion of project	15% of fees based on actual cost of completion with adjustment for excess amount, if any, up to stage 6
8	After completion of defect liability period	5% of fees based on actual cost of completion

\*The bank guarantee in the scheduled/commercial bank for mobilization advance will be returned after the appointment of Contractors.

*[Signature]*  
25/12/24

( Ex. Engrs. / 11 )

## Criteria &amp; marks for evaluation of Technical Bids

Sr. No.	Criteria	Max. Marks	Remarks
1.	<p>Experience in providing PMC services for 'Similar Projects' any where in India or abroad during last (5) Five Financial years as per following details: Project Cost between</p> <p>i) Rs. 25 Cr. to 50 Cr.- 05 Marks ii) Rs. 50 to 100 Cr.- 07 Marks iii) More than 100 Cr.- 10 Marks</p> <p>The total maximum marks shall be 20 only.</p>	20	Satisfactory completion certificate of each 'Similar Project' duly signed by the competent authority not below the rank of Executive Engineer, to be enclosed with the Technical bid.
2	<p>Total amount of payment received for providing PMC services for 'Similar Projects' during the last (05) five financial years immediately preceding the RFP due date. For receiving minimum average payment of Rs. 5.00 Cr. per annum during last (05) five financial years, 10 marks will be given. Additional marks @ 1 mark for additional amount of Rs. 1.00 Cr. received as payment for PMC consultancy for 'Similar Projects' subject to maximum total marks of 20.</p>	20	Certificate from Chartered Accountant regarding payments for PMC services for 'Similar Project' during last (05) five financial years be enclosed with technical bid.
3	<p>Experience in providing consultancy for Green Buildings of Three/Five Star GRIHA rating. For Three Projects- 05 Marks For Two Projects- 03 Marks For One Project- 02 Marks</p>	05	Certificate to be issued by competent authority to be enclosed in the Technical bid.
4	<p>Completion of Project without time or cost overrun during last (05) five financial years. 01 mark for every project with completion time within the stipulated date of completion and 01 mark for</p>	10	Satisfactory completion certificate of each 'Similar Project' duly signed by the competent authority not below the rank of Executive Engineer, to be enclosed with the Technical bid.

98)

Sr. No.	Criteria	Max. Marks	Remarks
	every project with actual cost within the tendered cost		
5	Technical Manpower on permanent basis with the bidder:	15	A certificate indicating exact no. of personnel of each category on permanent basis of the bidder along with their qualification and experience duly signed by competent authority of the organization to be enclosed with the Technical Bid.
i.	Civil Engineers: B.E/B.Tech with minimum experience of 15 years- 5 marks  a) Between 50 to 100- 03 marks b) Between 100 to 200- 04 marks c) More than 200- 05 marks		
ii.	Post-Graduation/Masters in structures or construction management with minimum experience of 10 years- 03 Marks  a) Between 5 to 10- 01 marks b) Between 10 to 20- 02 marks c) More than 20- 03 marks		
iii.	Electrical/Mechanical Engineers: B.E/B.Tech with minimum experience of 10 years- 4 marks  a) Between 10 to 20- 02 marks b) Between 20 to 40- 03 marks c) More than 40- 04 marks		
iv	Architects: B.Arch with minimum experience of 10 years- 03 marks  a) Between 3 to 5- 01 marks b) Between 5 to 10- 02 marks c) More than 10- 03 marks		
6	Presentation of approx. 45 minutes consisting of past projects, approach and methodology for this project etc.	30	-

  
20/12/24

( Ex. Engg. Sir )