

जम्मू केंद्रीय विश्वविद्यालय
Central University of Jammu

रह्या सुचानी बागला साम्बा - १८११४३ जम्मू (ज. एवं का.)
Rahya-Suchani (Bagla) District Samba - 181143, Jammu (J&K)

No CUJ/W/2022/3315-16

25th May, 2021

Sh. Pardeep Sharma
Chief General Manager (Engg.)
HOD Business Development Division
NBCC (India) Ltd.

Sub: Reply to the queries raised in the pre-bid meeting for the selection of central government organization/ CPSU for the construction projects, management, supervision (PMC) and for the execution of projects in the Central University of Jammu.
Sir,

The replies to the queries raised in the pre-bid meeting are as detailed below:

S. No.	Section/ clause	Reference clause of General Terms & conditions	NBCC queries/ comments	Remarks
1.	ESSENTIAL ELIGIBILITY CRITERIA (Pg. No. 5)	Average Annual Turnover of the Central Govt. Organization/ CPSU should be at least 130 Cr. from consultancy works during the last three years duly certified by the statutory Auditor of the Central Govt. Organization/ CPSU.	It is requested that Consultancy turnover certified by statutory Auditor/ Chartered accountant of the Central Govt. Organization/ CPSU may be accepted.	Accepted

2.	EMD (pg. No. 5)	As per recent Ministry of Finance OM vide No. F. 9/4/2020-PPD dated 12.11.2020 Bidders are allowed to submit bid security declaration in lieu of EMD otherwise the bidders shall submit EMD of Rs.13.00 lakhs in the form of DD or Bank Guaranty of a scheduled bank.	Format of bank Guaranty for EMD may please be provided.	Accepted (Bank Format provided) Guarantee shall be
3.	SUBMISSION OF APPLICATIONS (Pg. No. 7)	Important: The Bid must be duly signed by an Authorized Signatory, who has been duly authorized by the concerned Central Govt. Organization/ CPSU. For which a Power of Attorney in the Format (Appendix-IV) must be submitted along with the Technical Bid.	Format of Power of Attorney is not available in Annexure - IV, may be provided. OR Standard Power of Attorney signed by the Competent Authority authorized by Board of Directors may please be accepted.	Accepted
4.(A)	INSTRUCTIONS TO BIDDERS (Pg. No. 10)	The selected Central Govt. Organization/ CPSU shall have to deposit @ 3% of the Consultancy Service Fee/ Charge, as the Performance Security in the form of DD drawn upon any Scheduled Bank in favour of "Registrar, CENTRAL UNIVERSITY, JAMMU," payable at Jammu or as the Bank Guaratee or Corporate Guarantee of equivalent amount for which the format shall be provided to the selected Central Govt. Organization/ CPSU at the time of executing the MOU.	It is requested that the clause may be modified as: The selected Central Govt. Organization/ CPSU shall have to deposit @ 3% of the Consultancy Service Fee/ Charge, as the Performance Security in the form of DD drawn upon any Scheduled Bank in favour of "Registrar, CENTRAL UNIVERSITY, JAMMU," payable at Jammu or as the Bank Guaratee or Corporate Guarantee of equivalent amount for which the format shall be provided to the selected Central Govt. Organization/ CPSU at the time of executing the MOU.	Not Accepted
4.(B)	PAYMENT AND ITS MODE (Pg. No. 11)	b) In case of Construction activity, the University will deposit up to 10% (Ten percent only) of total Estimated Cost of the Project as an Initial Deposit with the PMC. Out of this Deposit Received, the PMC will release the payment to the	The clauses may be modified as: The University will give initial of deposit <u>10%</u> (Ten percent only) interest free advance of	Not Accepted

	<p>various agencies.</p> <p>C) The initial deposit transferred to PMC by CUJ if given as advance to Contractor, 10% of interest is to be charged on compound basis from the contractor by PMC and same shall be recovered quarterly from contractor from RA bills and deposited with the CUJ.</p>	<p>the estimated cost on signing of the Agreement to PMC. This initial deposit would be retained for adjustment against the last portion of the estimated expenditure.</p> <p>At the time of the award of work to the contractor(s), the University will, in addition to the initial advance further give 10% (Ten percent only) of the awarded tendered cost as interest free advance to the PMC for disbursement to the Contractor(s). The PMC will subsequently recover this advance from the contractor(s) as per the provision of contract.</p>	
<p>5.</p> <p>PAYMENT AND ITS MODE (Pg. No. 12)</p>	<p>The payment mode of Consultancy Fees / Service Charges of the PMC shall be as per the Agreement/ MoU between the PMC and CENTRAL UNIVERSITY, JAMMU.</p>	<p>The payment mode of Consultancy Fees / Service Charges of the PMC may be elaborated or Consultancy Fees / Service Charges of the PMC has to be made on pro rata basis as per progress of work.</p>	<p>Accepted</p>
<p>6.</p> <p>POST CONSTRUCTION (Pg. No. 15)</p>	<p>(ii) Ensure maintenance during the defect liability period (24 Months) after successful handing over the completed project to the CENTRAL UNIVERSITY OF JAMMU (CUJ).</p>	<p>As the PMC job is distributed in several packages and the value of each package is not known, as a standard practice the DLP to be kept as 12 months after handing over of individual projects/packages.</p>	<p>Maintenance To be Read As Compliance</p>

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7.	<p>PROJECTS COMPLETION TIME (pg. 15)</p>	<p>All Projects should be completed in all respect in stipulated years except for the force Majeure clause. However, if the delay is not solely attributable to PMC, time schedule may be extended with valid justifications by the competent authority of CUJ. In case there is any delay attributable to university, then extension of time should not be treated as a compensation event for the contractor.</p>	<p>The following para may be added at the end: In case the Project is delayed due to reasons not attributable to PMC beyond the time as mutually decided, PMC shall be entitled for extra payment for staff salaries overhead and logistics etc. on actual basis beyond the time initially decided mutually. This shall be in addition to the agency charges payable to PMC. PMC shall recover such extra amount by way of imposing penalties on the concerned agency(ies). However, in the event of delay due to Force Majeure causes resulting in the extension of the completion schedule for a length of time equal to the period of force majeure, PMC shall not be entitled for extra payment</p>	Not Accepted
8.	<p>EVALUATION OF TECHNICAL BID (page No. 20)</p>	<p>Electrical Engineers- Max: 5 Marks Electrical Engineer (Min. Qualification- B. Tech) 05 Marks: 100 and above 03 Marks: Between 51 to 99 Engineers Below 50 Engineers: 0 marks</p>	<p>The requirement of 100 electrical engineers seems high as per value of work of Rs. 130 Cr. It is requested that may be modified as: Max: 5 Marks Electrical Engineer (Min. Qualification- B. Tech) 05 Marks: 50 and above 03 Marks: Between 25 to 49 Engineers Below 25 Engineers: 0 marks</p>	Not Accepted
9.	<p>EVALUATION OF TECHNICAL BID (page No. 20)</p>	<p>Architect on Roll Max 5 Marks Architects: (Minimum Qualification- B.Arch)</p>	<p>The requirement of 10 Architect on Roll seems high as per value of work of Rs. 130 Cr. It is</p>	Not Accepted

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	<p>05 Marks: 10 and Above 03 Marks: Between 05 to 09 Architects Below 05 Architects: 0 marks</p>	<p>requested that may be modified as: Max 5 Marks Architects: (Minimum Qualification- B.Arch) 05 Marks: 5 and Above 03 Marks: Between 03 to 05 Architects Below 03 Architects: 0 marks</p>	<p>requested that may be modified as: Max 5 Marks Architects: (Minimum Qualification- B.Arch) 05 Marks: 5 and Above 03 Marks: Between 03 to 05 Architects Below 03 Architects: 0 marks</p>
<p>10.</p> <p>EVALUATION OF TECHNICAL BID (pge. No. 21)</p>	<p>Steel Intensive Structure (Industrial / Commercial). Erection of more than 1,50,000 tonnes of steel in single PMC work order during last seven years reckoned from bid due date.</p>	<p>The required criteria of erection of more than 1,50,000 tonnes of steel in single PMC work order is not commensurate with the value of work i.e. Rs. 130 Cr. It is requested that erection of steel structures in completed/ ongoing works as per following quantities may be considered: 25,000 to 15,000 tonnes - 5 marks 15,000 to 10,000 tonnes - 3 marks Less than 10,000 tonnes - 0 marks</p>	<p>To be Read as: The required criteria of erection of more than 50,000 Tonnes of steel in single PMC work order is not commensurate with the value of work i.e. Rs. 130 Cr. It is requested that erection of steel structures in completed/ ongoing works as per following quantities may be considered: Upto 50,000tonnes - 5 marks 25,000 to 49,999 tonnes - 3 marks Less than 25,000 tonnes - 2 marks Not Accepted</p>
<p>11.</p> <p>STAFFING SCHEDULE</p>	<p>The total Implementation Period for the PMC will consist of (i) Individual Construction Periods of Works Contract and (ii) a Defects Liability Period during which the PMC will only require part time input over the first 24 months of completion of each Contract, as per the arrangement proposed. During the first 24 months of Defects Liability Period, the PMC Team Leader</p>	<p>The individual Construction Periods of Works Contract may be decided mutually, however, DLP period of individual projects may be kept as 12 months for which PMC will deploy personnel on periodic basis as per requirement..</p>	<p>The individual Construction Periods of Works Contract may be decided mutually, however, DLP period of individual projects may be kept as 12 months for which PMC will deploy personnel on periodic basis as per requirement..</p>

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	<p>1</p> <p>PRICE SCHEDULE (PRS) (Pg. No. 5)</p>	<p>along with other Staff will be required to continue on a Periodic Basis, as and when required, which will be dealt with separately at the appropriate stage towards the completion of the Construction Works.</p>	<p>In case PMC fails to complete the services within the stipulated period then unless such failure is due to 'force-majeure' as defined elsewhere in the document or due to CENTRAL UNIVEERSITY, JAMMU's default, there will be a reduction in agency charges @0.50% for each week of delay or part thereof subject to a maximum of 5% of agency charges for balance value of work.</p>	<p>Not Accepted</p>
<p>12.</p>	<p>REDUCTION (PRS) (Pg. No. 5)</p>	<p>In case PMC fails to complete the services within the stipulated period then unless such failure is due to 'force-majeure' as defined elsewhere in the document or due to CENTRAL UNIVEERSITY, JAMMU's default, there will be a reduction in agency charges @0.50% for each week of delay or part thereof subject to a maximum of 5% of agency charges for balance value of work.</p>	<p>It is requested that this clause may be modified as: In case PMC fails to complete the services within the stipulated period then unless such failure is due to 'force-majeure' as defined elsewhere in the document or due to CENTRAL UNIVEERSITY, JAMMU's default, there will be a reduction in agency charges @0.50% for each month of delay or part thereof subject to a maximum of 5% of agency charges for balance value of work.</p>	<p>Not Accepted</p>
<p>13.</p>	<p>CONTRACT AGREEMENT (Pg. No. 26)</p>	<p>The Contract Agreement will be made between the CENTRAL UNIVERSITY OF JAMMU and the PMC. CENTRAL UNIVERSITY OF JAMMU has all the rights reserved to make alterations in the conditions of payment of works including PMC Charges in the interest of the University.</p>	<p>The clause may be modified as: The Contract Agreement will be made between the CENTRAL UNIVERSITY OF JAMMU and the PMC as per EOI on mutually agreed terms & conditions.</p>	<p>Not Accepted</p>

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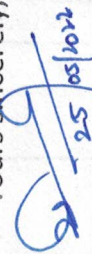
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<p>14.</p>	<p>ARBITRATION</p>	<p>If any dispute arising out from this Agreement or a breach thereof shall be first informed, settled amicably through mutual discussion or negotiations within 30 days from notice of dispute by either of the party. In the event of failure to resolve the disputes amicably within 30 days from the date of notification in writing of the existence of the dispute /difference, such unresolved dispute/ difference shall be settled through Arbitration under the Arbitration and Conciliation Act, 1996. Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act, 1996 to be decided by a sole arbitrator. The arbitrator shall be appointed by Vice chancellor, CUJ, whose decision shall be final and binding upon both the parties. The arbitration proceedings shall be held at CENTRAL UNIVERSITY OF JAMMU, RAHYA-SUCHANI (BAGLA), SAMBA-181143, India and language used in this proceeding shall be English. The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties. The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings. The parties shall use their best endeavours to procure that the decision of the arbitrator is given within a period of six months. The courts in Jammu,</p>	<p>As both parties are govt. entities it is proposed that any arbitration procedure should be dealt as per guidelines of Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India issued vide DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 regarding Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).</p> <p>Accordingly the clause may be modified as:</p> <p>In the event of any disputes relating to the interpretation and/or application of the provisions of the contracts, (whether during the progress of the works or after their completion) the same shall be settled amicably through mutual discussions or shall be referred by letter by either party to the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) under the Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.</p>	<p>Not Accepted already as mentioned alternative for arbitration/dispute resolution in the EOI</p>
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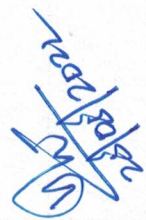
		<p>India shall have exclusive jurisdiction in relation to this contract including this clause. All fees pertaining to arbitration proceedings shall be borne by the both the parties equally and other costs incurred by the parties shall be borne by the respective parties, however the Sole arbitrator will not be an employee of CUJ or in alternative the dispute must be settled between both the parties in terms of Office Memorandum of the Ministry of Heavy Industries & Public Enterprises, Department of Public Enterprises F.No. 4(1)/2013-DPE (GM)/FTS-1835 dated: 22.05.2018, 04.07.2018 and 11.07.2018.</p>		
15.	DEADLINE FOR SUBMISSION OF BIDS	02-06-2022 at 14:00 Hrs	It is requested that the last date for submission of bid may be extended for at least 07 days to enable us to participate in the tender.	Not Accepted

This issues with the approval of Competent Authority.

Yours sincerely,

 25/05/2022
 (Dr. Yashwant Singh)
 Registrar (I/c)

Copy for information to:

- 1) Sh. Udit Mahajan, for uploading the same on University website.


 25/05/2022