

CLARIFICATION

(Dated: 29.10.2013)

Invitation for EoI for Engagement of PMC (No. EoI 01 of 2013 Dated 11.10.2013)

S.No.	Query	Response
1	Higher Educational Institution mentioned in the eligibility criteria for qualification needs clarification so far as Research institutions, Hospitals & Medical Colleges & Institutes, school / university buildings which otherwise are also covered under the “Higher Educational Institutions”.	Higher Educational Institution shall mean institutions involved in imparting post-secondary level education such as Universities, Deemed Universities, NITs, IIMs, IITs, Colleges etc
2	The total project cost is not defined in the EoI document. Kindly inform the total cost of the project put to tender which always has a bearing on the financial quote.	The Project Cost has not been evaluated yet. Actual cost shall be determined after proper evaluation of the University requirements & the allocation of funds for the Project. However, the University intends to spend around Rs 250 crores for the campus development in Phase – I.
3	The project duration/ Time line has not found mention in the EoI. This being critical for the overall planning of the manpower, needs to be mentioned. Bidder has been asked to produce Bar Chart for complete development of the total project in the Technical Bid at (f) which may or may not match the aspiration of the University.	The University is planning to complete the Phase – I campus development in two years from the selection of PMC. Bidding agencies may accordingly prepare their proposals.
4	Final Built up cost as mentioned at Sr. No.3 (Financial Bid) can be arrived at only after completion of the project. However, estimated cost can be arrived at either after quantification of the proposed works or at the plinth area rates in case of buildings (specifications to be frozen at the initial stages) and length and scope in case of associated Utilities to make the development functional. The document is silent on both the issues.	As mentioned in the Schedule of Fee (Clause – 10), the initial installments of consultancy fee to the PMC shall be made on the basis of the estimated cost of the project/work. The total amount to be paid as the consultancy fee shall however be reduced to the percentage of the final Built up cost at the completion of the project. The issue of whether the estimated cost shall be based on quantification of works or the plinth area etc shall be decided at a later stage mutually by the selected PMC, Architect & the University representatives.
5	The Proforma given for experience certificates as Annexure-I & II may not be same since every client gives certificate with cost & time as per their own Performa. In the cases of completed projects, certificates are not issued or already issued by clients.	Experience certificates on the prescribed format (Annexure – IA & IB) have been insisted to avoid any ambiguity in deciding the eligibility of the bidder & awarding points against the previous experience. For the purpose of eligibility, the applying bidder has to submit one

	It is not desirable and not in practice to get these certificates second time in the required format. Kindly make Certificate issued by the Chartered Accountant and issued by the respective departments as per their practices as acceptable through amendment to the EOI.	experience certificate in the Prescribed format (Annexure – IA or IB). However, in case of experience certificates intended for the purpose of awarding points against the previous experience, the bidders may submit the certificates issued by the Client with proper seal & signature. Such certificates shall however be admitted only in case they fully meet the requirements laid down in the Annexure – IA or IB. In case of any ambiguity/lack of information in such certificates, the University reserves the right to reject such certificates without any explanation. Certificates issued by the Chartered Accountant are not acceptable.
6	In the EOI document, EMD is asked in the form of Demand Draft. Since the EOI's is asked from Government Agencies, PSU's & PSE's it is desirable that option for submission of EMD through Bank Guarantee may also be included.	Cost of Bidding Document & EMD is to be deposited as Demand Drafts only.
7	The EOI document does not contain contour plan and layout drawing or Master Plan of the proposed campus. You will appreciate that detailed engineering cannot be applied in firming up the scheme of development in absence of the above data. Please provide along with EOI document for study and to understand the project.	The Contour Map of the site is being forwarded to the prospective bidders by email.
8	As per clause no 7 at sub clause no 4, (ii), the University reserved the right to amend the selection process at any stage. Please match the same with the guidelines issued by the CVC and provisions of the GFR..	While taking any action under this Clause, the CVC/GFR & other guidelines of the GoI shall be given due consideration.
9	Since the University has already appointed the Architect for the project, as mentioned somewhere in the EoI, Conceptualization remains the job of the Architects/ Client. PMC can only assist. Clause no. 9 (II) as such requires review. The functions entrusted to the Architects and the PMC needs to be specified for smooth co-ordination and avoiding the overlappings.	The University has constituted a Technical Committee to frame Agreements to be signed with the Architect & the PMC. Since, the scope of work will be an integral part of such agreements, duplication/overlapping of work, if any between the Architect & the PMC shall be taken care of appropriately.
10	The EOI document also does not provide any information regarding:	1. Consortium or Joint Venture is allowed upto maximum of three members with PSU/PSE as the lead partner/lead member and

	<p>i) Conducting Soil Investigations</p> <p>ii) Final disposal of the sewage and other associated services.</p> <p>iii) Forming Joint Venture / Consortium / Associates and taking cognizance of their experience in the final evaluation.</p> <p>iv) In case point (iii) above taken into consideration, then maximum number of the members forming Consortium / Joint Venture / Association.</p> <p>v) Submission of the drawings to the Local Authorities for approval before commencement of the work at site.</p> <p>vi) Clearance of the campus land free from all encumbrances and handing over sites of various development activities to the civil contractor.</p>	<p>the University shall only deal with the lead partner/member for all the purposes. Further, the eligibility & the points for selection in such Consortium will be awarded against the performance/previous experience of Lead Partner only. Such a consortium should however be formed through valid legal documents before the submission of EOI and the copy of the legal document should be furnished with the EOI.</p> <p>2. Other queries shall be addressed by the University at an appropriate stage after the selection of the PMC.</p>
11	<p>In many cases PMC payments and contractors payments are directly made by client.</p> <p>Whether the same shall be considered as project cost or not.</p>	<p>As provided under Clause 9 of the EoI, payments to the Contractors are to be made by the PMC.</p>
12	<p>In point no. (e) of Clause No. 9 Payments to Contractors / Venders under Scope of PMC Services of EOI Document Payment to Contractors, it is mentioned that 34% balance estimated cost shall be released after completion of the work. This will hamper the progress of work because contractors may not be able to put this huge amount from their own resources to finish this project. Kindly clarify and request to make the same compatible with the Indian Contract Code and practices.</p>	<p>Since this provision has no immediate bearing on the selection process, it may be reviewed by the University at the time of signing the Agreement with the selected PMC.</p>
13	<p>The time allowed for submission of bid is very less and need more time for study. We request to extend the bid submission date by two weeks to enable us to submit the competitive bid.</p>	<p>The schedule notified by the University for this EoI is final.</p>
14	<p>In Para k on page 9 of RFP in Broad scope of work, it is indicated that the cost of tests in case of independent test, shall be borne by PMC. Normally the cost of tests are borne by Contractor, any tests which are not in the scope of contractor, the cost is borne by Client. Accordingly it may be modified that</p>	<p>PMC shall be primarily responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks. Scope of such tests & other measures shall be incorporated in the NIT.</p> <p>However, in case the University on its own asks for third party</p>

	the cost of such tests shall be borne by CU Kashmir.	inspection, preferably from a Govt. Institutes/NABL approved labs, the cost shall be borne by University.
15	In para v. on page 10 under III Description of PMC Role in various stages of the Project, b. Preconstruction stage, included structural design done by Architect and proof checked by Govt. Institutes/Institute of repute. May please clarify about who will bear the charges for proof check.	If the proof checking is to be done by an external agency, the PMC shall obtain a prior approval of the same along with the estimated cost from the University. Expenditure on account of this shall be borne by the University.
16	In case any PSU/PSE has missed the opportunity to visit the site on the designated date, can it be allowed to participate in the process of selection of PMC.	In order to ensure healthy competition leading to the selection of PMC, such PSEs shall be allowed to participate in the process subject to the condition that they visit the site before submission of their proposal. Scope for such decision has been kept by the University at Clause 7 of the EoI.