

**Minutes of the meeting of the Committee constituted to finalize and clarify the queries raised by prospective bidders against our Tender Ref. no. CUO/Engg/PMC/2023-24/01 dt.20.06.2023 held at 3.00PM on dt.07.07.2023, Conference Hall, Guest House, CUO.**

The Vice Chancellor constituted a committee vide Ref. no. CUO/NIT/01/2023 dt.05.07.2023 to discuss the issues, queries & clarifications raised by the prospective bidders against our tender ref. no. CUO/Engg/PMC/2023-24/01 dt.20.06.2023 for selection of Project Management Consultancy (PMC) for Comprehensive project management consultancy (PMC) services for construction & development of various buildings i.e. Academic, Boys & Girls Hostel, Administrative Building and Library Buildings including electrical, plumbing, HVAC fire fighting, Solar photovoltaic power generation, Water supply, CCTV, Horticulture, External development works at Central University of Odisha, Sunabeda.

The duly constituted committee met at Conference Hall, Guest House, CUO, 3.00PM on dt.07.07.2023.

The following committee members were present in the meeting.

1. Sh. K. Kosala Rao, Registrar (I/c) , Chairman
2. Prof. Sumanta Halder, HoD School of Infrastructure IIT, Bhubaneswar, Member
3. Ms. Parul Yadav, Dy. Registrar (Admn.), Member
4. Er. Sriram Padhi, Executive Engineer, Member Secretary

The representatives of following prospective bidders attended the Pre-Bid Meeting:

1. Sh. Prasun Bhargav, MECON Ltd. Delhi, (Virtual mode)
2. Sh. Awodesh Singh, MECON Ltd, Delhi
3. Sh. Kamal Patel, NBCC, New Delhi
4. Sh. A. Abhushek Chakravarthy, NPCC, New Delhi

**A. Opening Remarks:**

1. The Registrar (I/c) at the beginning welcomed all the participating members and after introduction, he briefed all participants about the tender.
2. It was explained that the purpose of Pre-Bid Meeting was to explain the various important provisions of the bidding documents to the prospective bidders and to clarify the queries that the bidders may have on the subject.

**B. Resolution by the committee**

1. The queries of five prospective bidders were received through e-mail. The participated agency are namely a) MECON Ltd, Delhi b) NBCC, New Delhi c) NPCC, New Delhi d) Smruti Consultancy & Engineers, Bhubaneswar e) WAPCOS Limited, New Delhi  
Amongst the five participants, two bidders queries i.e. NBCC Ltd & NPCC Ltd were not considered since the emails have been received after due date i.e. after 6.00PM of 01.07.2023.

2. Pre-Bid clarification will be uploaded in the website and be part of tender document to successful bidder.
3. The queries and clarifications sought by the prospective bidders are ~~given~~ attached with the minutes.

The committee resolved that recommendation may please be placed before the Vice Chancellor for approval, before uploading in the University website.



Er. Sriram Padhi  
Executive Engineer,  
Member Secretary of the Committee

  
07/07/23

Ms. Parul Yadav  
Dy. Registrar (Admn.)  
Member of the Committee



Prof. Sumanta Haldar  
HoD, School of Infrastructure, BBSR  
Member of the Committee

  
07/07/2023

Sh. K. Kosala Rao  
Registrar (I/c),  
Chairman of the Committee

**TENDER: COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY ( PMC ) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF  
PREBID MEETING FOR Tender Ref . No .: CUO / Engg / PMC / 2023-24 / 01 dt.20.06.2023**

**The following are the details of Prospective Bidders attended for the Pre-Bid Meeting and queries**

**Venue: Conference Hall, Guest House, CUO,**

| S. No.   | Clause Page No.   | Description                   | Present Clause  | Proposed Revised Clause   | Clarification of the TEC   |
|--|---|-------------------------------|---|---|--|
| <b>MECON LIMITED, DELHI (QUERY RECEIVED BY EMAIL ON DATE 01.07.2023 AT 12:07 PM)</b> |   |                               |   |   |  |
| 1  | 5.5 , page 6 of 26                                      | Contract Agreement / MOU      | Sign the contract agreement / MOU as per Annexure -A  | Annexure -A may kindly be added   | Annexure A draft agreement will be uploaded shortly. Also Annexure-VII for bid security declaration is attached. |
| 2  | 7.1.1 , page 2 of 6 of Addendum - dated 23.06.23 to NIT | Definition of Similar Works   | Similar works means experience in " Providing Comprehensive Project Management Consultancy ( PMC ) Services for Construction & Development of various buildings in Institutional / Educational / University Campus for construction & development of various buildings i.e. Academic , boys & girls hostels , administrative building and library buildings including Electrical , Plumbing , HVAC , Fire fighting , Water Supply , CCTV , Horticulture works i.e. external development works . | Similar works means experience in " Providing Comprehensive Project Management Consultancy ( PMC ) Services for Construction & Development of various buildings in Institutional / Educational / University Campus for construction & development of various buildings like Academic , boys & girls hostels , administrative building , library buildings etc including Electrical , Plumbing , HVAC , Fire fighting , Water Supply , CCTV , Horticulture works i.e. external development works . | Clause remains Unaltered.  |
| 3  | 7.2 , A , ( i ) , page 8 of 26                          | Evaluation Technical Manpower | Max . 9 marks Civil Engineers ( Min . Qualification- B. Tech ) 301 and Above : 9 Marks<br>. Between 101 to 300 Engineers : 07 marks<br>. Between 50 to 100 Engineers : 5 marks  | Max . 9 mark Civil Engineers ( Min . Qualification- B.Tech ) 151 and Above : 9 Marks Between 101 to 150 Engineers : 07 marks<br>Between 50 to 100 Engineers : 5 marks   | Clause remains Unaltered.  |

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|---|--------------------------------------|--|--|--|--|
| 4 | 7.2 , C ,<br>page 9 of<br>26         | Evaluation<br>Additional<br>Experience | Experience of successfully<br>completed at least one similar work<br>( more than the cost of project ) in<br>hilly terrain . | Experience of successfully completed at<br>least one Institutional / Educational /<br>University Campus work ( more than the<br>cost of project ) in hilly terrain .   | Clause Remains Unaltered.<br>Refer clause 7.1.1 for<br>clarification |
| 5 | 7.2 , D. ( 1<br>) , page 9<br>of 26  | Past Experience<br>of Bidder           | Experience in similar works with<br>minimum value Rs 100 Cr During<br>last Seven years : Projects<br>successfully completed  | Cumulative Experience in similar works<br>with minimum value Rs 100 Cr During last<br>Seven years : Projects successfully<br>completed   | Clause remains Unaltered.  |
| 6 | 7.2 , D , ( ii ) , page<br>9 of 26   | Past Experience<br>of Bidder           | Experience of development of<br>Master plan and campus survey One<br>project for an area of at least 30<br>Acre              | Experience of development of Master plan<br>for an area of at least 100 Acres in single<br>project : 5 Marks<br>or<br>Experience of campus survey for any One<br>project for an area of minimum 30 Acres 5<br>Marks  | Clause remains Unaltered.  |
| 7 | 7.2 , D , ( iii ) , page<br>10 of 26 | Past Experience<br>of Bidder           | In house design CAPACITY<br>Architectural , Structural MEP HVAC<br>, landscaping with software facilities                    | In house design CAPACITY for<br>Architectural , Structural MEP HVAC ,<br>landscaping with software facilities .<br>Bidder shall submit experience details of<br>atleast three projects each having project<br>cost more than Rs 129.79 crores where<br>design & engineering has been done by<br>the bidder alongwith by the hider along<br>list of minimum nimum three such<br>softwares available with the Bidder for full<br>marks | Clause remains Unaltered.  |
| 8 | 7.2 , D , ( iv ) , page<br>10 of 26  | Past Experience<br>of Bidder           | MOU Rating of the PSU : MOU<br>Rating for the last five years  | The bid is open for State PSU's also but<br>the State PSU's do not have MOU rating<br>thus the clause becomes redundant &<br>unfair to them . Therefore , the clause<br>may be deleted .   | Clause remains unaltered   |

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|----|-----------------------------------|---|--|--|---|
| 9  | 7.2 , D , ( v ) , page 10 of 26   | Past Experience of Bidder   | Experience in Green Building successfully completed with 03 Star GRIHA / Gold LEED rating<br><br>05 marks for atleast single project successfully completed with 05 Star GRIHA / Gold LEED rating<br>04 marks for atleast single project successfully completed with 04 Star GRIHA / Gold LEED rating<br>03 marks for atleast two projects | Experience in green building 05 marks for atleast single project successfully completed with 05 Star GRIHA / Platinum LEED rating or Two completed with 04 star GRIHA / Gold LEED rating.<br>04 marks for atleast single project successfully completed with 04 Star GRIHA / Gold LEED rating 03 marks for atleast two projects successfully completed with 03 Star GRIHA / Silver LEED rating | Clause modified as below<br>05 marks for atleast single project sucessfully completed with 05 Star GRIHA / Platinum LEED rating<br>04 marks for atleast single project successfully completed with 04 Star GRIHA / Gold LEED rating<br>03 marks for atleast two projects successfully completed with 03 Star GRIHA / Silver LEED rating |
| 10 | 7.2 , D , ( ii ) , page 10 of 26  | Financial Capability<br>Average Annual Profit ( PBIDT ) in last three financial years | Max 3 marks<br>. Between Rs.20- Rs.50 Cr 1 marks<br>Between Rs 50 - Rs . 100Cr : 2 marks<br>Above Rs . 100 Cr . 3 marks  | Max 3 marks<br>Between Rs.10- Rs.20 Cr 1 marks •<br>Between Rs 20 - Rs . 30Cr : 2 marks<br>Above Rs . 30 Cr . 3 marks  | For more participation the clause is accepted by the committee on request of all the participated prospective bidders in the pre-bid meeting.<br>The clause modified accordingly.   |
| 11 | 7.2 , D , ( iii ) , page 10 of 26 | Financial Capability<br>Net worth as on 31 March of previous Financial Year           | Max . 2 marks<br><br>Above Rs . 500 Cr . : 2 marks<br>Between Rs 200 - Rs 500 Cr . : 1 mark  | Max 2 marks<br>Above Rs . 230 Cr . : 2 marks<br>Between Rs 130 - Rs 230 Cr . : 1 marks   | For more participation the clause is accepted by the committee on request of all the participated prospective bidders in the pre-bid meeting.<br>The clause modified accordingly.   |

**WAPCOS LIMITED, GURUGRAM (QUERY RECEIVED BY EMAIL ON DATE 01.07.2023 AT 02:55 PM)**

| S. No. | Clause Page No.     |  | Clause   |   |                           |
|--------|---------------------|--|--|---|---------------------------|
| 1      | Clause 7.2 A ( iv ) |  | Technical Manpower ( Presence of in - house professionally qualified staff in the PSU in indicative )<br>Architect 05 & Above : 3marks | WAPCOS request you to please consider empaneled architect with the firm as generally PSU empanel / appoint experienced architect firm for particular project as per the requirement . | Clause remains Unaltered. |

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|---|--------------------|--|--|--|---------------------------|
| 2 | Clause 7.2 C       |  | Experience of successfully completed at least one similar work ( more than cost of project ) in hilly terrain . WAPCOS request you to please consider the experience in hilly terrain project irrespective of the project cost . | WAPCOS request you to please consider the experience in hilly terrain project irrespective of the project cost .   | Clause remains Unaltered. |
| 3 | Clause 7.2 D (i)   |  | Past Experience of the bidder : Experience in similar works with minimum value of Rs . 100 Cr during the last seven years projects successfully completed .  | WAPCOS request you to please consider the project of 60 % or 40 % value of the project cost also for consideration in the numbering of evaluation .  | Clause remains Unaltered. |
| 4 | Clause 7.2 D (ii)  |  | Past Experience of the bidder : In - house design capacity for Architectural , Structural , MEP , HVAC , landscaping with software facilities . .  | WAPCOS request you to please consider the architect consultants empaneled with the firm for the specialization field . Generally , PSU empanel / appoint experienced architect firm for particular project as per the requirement . Hence marks against architect may please be added in the marks of civil & electrical engineers | Clause remains Unaltered. |
| 5 | Clause 7.2 D ( v ) |  | Past Experience of the bidder : Experience in green building   | WAPCOS request you to please consider more number of GRIHA projects only instead of giving marks to 3/4/5 star GRIHA ratings projects .  | Clause remains Unaltered. |

**Smruti Consultancy and Engineers (QUERY RECEIVED BY EMAIL ON DATE 29.06.2023 AT 05:28 PM)**

| S.No. | Section | CVC Guideline Resolution No. | As given in RFP Document | Clarification Sought |  |
|-------|---------|------------------------------|--------------------------|----------------------|--|
|-------|---------|------------------------------|--------------------------|----------------------|--|

|   |  |                                  |  |   |  |
|---|--|----------------------------------|--|---|--|
| 1 | Information to Bidders ( ITB ) , Page No. - 3 to | 12-02-1 - CTE - 6 RFP Page No. 7 | Average Annual financial turnover should be at least 30 % of estimated cost during the immediate last 3 consecutive financial year . | As per Central Vigilance Commission ( CVC ) guideline resolution 12-02-1 - CTE - 6 " Average Annual financial turnover during the last 3 years , ending 31st March of the previous financial year , should be at least 30 % of the estimated cost . " Now your project cost is 129.79 Cr . If we consider 2 % of consultancy cost ( As per Govt . of Odisha Norms ) , then consultancy cost will be 2.60 Cr . So as per RFP required turnover ( 38.93 Cr . ) for consultancy work , which too high then mentioned in CVC guideline .<br>So , we request your good office may reduce the required turnover upto 2.60 Cr to 5.00 Cr . Instead of 38.93 Cr .<br>no . | The agency is a private firm. Ineligible to participate in the bid as per clause 7.1.4 of tender document. |
|---|--|----------------------------------|--|---|--|

**NBCC, NEW DELHI (QUERY RECEIVED BY EMAIL ON DATE 04.07.2023 AT 02:40 PM)**

| S.No. | RFP Clause no. P.No     | Description As per RFP   | NBCC Query  | Clarification  |
|-------|-------------------------|--|---|--|
| 1     | 8.1.3 ( Page 13 of 26 ) | PMC shall invite open tenders on EPC mode as per Manual of Procurement of works 2019 and CPWD GCC 2022 on behalf of public authority . | NBCC is having it's own Work Manual and GCC for awarding the works to contractors . Hence , this clause may be modified as- " PMC shall invite open tenders on EPC mode duly following the CVC guidelines | Since the query of NBCC have been received by email after due date 01.07.2023(6p.m.) as per clause 5.6 page 6 of IFB it can't be considered for clarification. |

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|---|--|--|---|--|
| 2 | 11.2<br>(Penalty for Delay in Project , Page 17 of 26) | In case of delay of project , The PMC shall be liable to pay as damages to Public authority and penalty will be levied as a sum calculated @ 0.5 % for each week of delay , subject to maximum of 5 % of tendered Project Cost . | The liability of PMC should be restrict upto PMC fee only . Hence the clause may be modified as - " In case of delay of project , the PMC shall be liable to pay as damages to Public authority and penalty will be levied as a sum calculated @ 0.5 % for each week of delay , subject to maximum of 5 % of PMC Fee for balance work . " |  |
|---|--|--|---|--|



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| 3 | 11.4<br>(Penalty for Delay in Project , Page 17 of 26) | The PMC shall be fully responsible to defend any suits or arbitration / Court cases on behalf of Public authority arising out of project in connection with the work between the PMC and its Contractor ( s ) and any award / decree during the construction stage or post completion of work , shall be borne by PMC and no claim will be admissible by Public authority . | PMC is acting as executing agency on behalf of Public authority and receiving only PMC fee . Hence the following clause may be modified as below- " The PMC shall be fully responsible to defend any suits or arbitration / Court cases on behalf of Public Authority arising out of project in connection with the work between the PMC and its Contractor ( s ) and any award / decree during the construction stage or post completion of work , shall be payable from the Project Fund / Public Authority . However PMC shall not charge Agency Charges on such Arbitration award ( s ) / court decree ( s ) in the favor of contractor ( s ) . " |  |
|---|--|---|---|--|

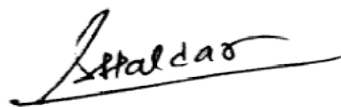
|   |             |  |   |  |
|---|-------------|--|---|--|
| 4 | Page 1 of 2 | Bid Security in the form of bank guarantee- Nil ( Please note bid security declaration should be submitted as per Annexure- VII otherwise Bid will be rejected . | Annexure - VII is missing in RFP . Please Provide .   |  |
| 5 | Page 2 of 2 | Bid Submission last date - 14-07-2023 ( 3:00 PM )  | It is requested to extend the Proposal submission date by atleast 1 weeks from the reply of pre - bid queries . |  |

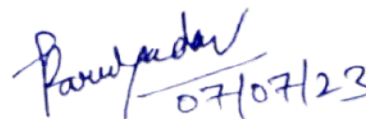
**NPCC LIMITED (QUERY RECEIVED BY EMAIL ON DATE 05.07.2023 AT 11:30 AM)**

| S.No. | Clause Page No. | Description          | Clarification Sought  | Clarification   |
|-------|-----------------|----------------------|---|---|
| 1     | 1               | IFB Clause page no.1 | The Tender for Project Management Consultancy (PMC) Services for above mentioned work has been floated in your official website but for submission of bid security we need to submit bid security declaration as per the annexure-VII, without which the bid will be rejected but after checking the entire bid document we didn't find the annexure-VII. Requesting your good self to send to send the bid security declaration format i.e. Annexure-VII | Since the query of NPCC have been received by email after due date 01.07.2023 (6p.m.) as per clause 5.6 page 6 of IFB it can't be considered for clarification. |

For uploading in the University website with the approval of the Competent Authority

  
Member Secretary



  
07/07/23

  
07/07/2023  
Chairman