

Motilal Nehru National Institute of Technology Allahabad, Prayagraj

RFP for Appointment of Central PSU or State Government PSU as a Project Management Consultant

Reference: All the queries raised by NBCC(INDIA) Limited received by their mail dated 17.11.2022.

Reply of each queries are mentioned below:

Sl. No.	Section/ Clause	Description as per RFP	NBCC query/ suggestion	Reply of the Institute in reference to the raised query
1.	9.0 mode of payment of service charges to the PMC	Stage wise payment to PMC by MNNIT Allahabad shall be made as follows:...	As the Project shall be executed on "Deposit work basis". Therefore, Consultancy fee shall be paid in pro rata basis on submitting monthly reimbursement bill.	As per approved by the competent authority, mode of payment of service charges to the PMC will be same as mentioned in the clause (9) of the RFP. After award and during execution of work, as required by you, payment may be released against the percentage of work done at the site.
2.	New clause	Advance	Provision of advance may be kept and following clauses may be added: The MNNIT shall give initial deposit of 10% (Ten percent only) interest free advance of 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. Further, at the time of the award of work to the contractor(s), the MNNIT will, in addition to the initial advance mentioned above 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.	As per Clause 9(f) 10 initial deposit of 10% (Ten percent only) advance of the estimated cost will be released on Award of the work to the PMC. Further, at the time of the award of work to the contractor(s) by the PMC, MNNIT will, in addition to the initial advance mentioned above further may release 10% (Ten percent only) of the awarded tendered cost as advance to the PMC for disbursement to the Contractor(s). Which will be subsequently adjusted from the contractor(s) running payment as per Clause 9 of the RFP. All interest accrued on the deposit amount given by the Institute will be adjusted while releasing the final payment of the work.
3.	15. Penalty	If the PMC fails to perform any of the	The subject clause may be modified as:	As mentioned in Clause 13 of RFP, Penalty will be for

		Services under this document within the requisite time period as mentioned in this document, for reasons he must warrant, MNNIT Allahabad shall, unless the Special Conditions include a derogation, be authorized to inflict a penalty of 0.5% (zero point five percent) of the total Service Charge payable to the PMC by the MNNIT Allahabad for every month of delay, subject to a cap of 5% of the total Service Charge payable to the PMC. Beyond such penalty, MNNIT Allahabad may have right to terminate / review of the Contract.	If the PMC fails to perform any of the Services under this document within the requisite time period as mentioned in this document, for reasons he must warrant, MNNIT Allahabad shall, unless the Special Conditions include a derogation, be authorized to inflict a penalty of 0.5% (zero point five percent) of the total Service Charge payable to the PMC for balance value of work by the MNNIT Allahabad for every month of delay, subject to a cap of 5% of the total Service Charge payable to the PMC for balance value of work. Beyond such penalty, MNNIT Allahabad may have right to terminate / review of the Contract.	balance value of the work.
4.	Evaluation of Technical bid	Past Experience of the PSU: Minimum eligibility criteria: Experience in similar works valuing Rs. 300.00 crores and above during five years projects successfully completed.	It is understood that: Similar works means experience in Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services for Construction of Government Institute/ Universities/ Medical Colleges/ Engineering Colleges. Please confirm.	Similar works means experience : Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services for Project and Construction of the same for the Government Institute/ Universities/ Medical Colleges/ Engineering Colleges.
5.	APPENDIX – I FORM – 'D'	II. The following certificates are enclosed: b) Solvency Certificate from Bankers of Bidder Signature of Chartered Accountant with Seal.	Please specify value of solvency certificate to be submitted.	Solvency Certificate should be of minimum Rs.100.00 Crore.
6.	Bid submission	Technical Bid (Envelop – 1) 2. Methodology understanding of Project and presentation on	As presentation has to be done before TEC at a later date. It is understood that presentation is not required to be submitted with technical bid.	Presentation has to be done before TEC at a later date, which will be provided at the website of the Institute during the course of time.

		concept design ('B' as defined in clause 18 of the RFP)	Please confirm.	
7.	Declaration	UTR no. with date [for payment of EMD] And bank details	It is understood that these details are not applicable.	Not applicable at this stage.
8.	Corrigendum notice dated 10.11.2022	Bid submission due date: 21.11.2022	It is requested that last date for bid submission may be extended by at least 7 days to enable us to participate in tender.	Last date for bid submission has been extended by the 07 days i.e upto 28.11.2022.
9.	16. Limitation of PMC's Liability	PMC's overall liability under this Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 5% of 'Total Service Charge payable' plus corrective services without any additional cost to MNNIT Allahabad for any faulty services arising due to reasons solely attributable to PMC, i.e. error or omission in the technical work/ services performed by PMC in respect of Services to be provided by PMC.	The said clause may be modified as: PMC's overall liability under this Contract shall be limited to 5% of 'Total Service Charge payable' for balance value of work plus corrective services without any additional cost to MNNIT Allahabad for any faulty services arising due to reasons solely attributable to PMC, i.e. error or omission in the technical work/ services performed by PMC in respect of Services to be provided by PMC.	As mentioned in Clause 13 of RFP, Penalty will be for balance value of the work.
10.	10 C (dd) Consequences of termination	In the event MNNIT Allahabad terminates agreement in whole or in part pursuant to conditions of agreement, MNNIT Allahabad may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the PMC shall be liable to	The clause may be modified as: In the event MNNIT Allahabad terminates agreement in whole or in part pursuant to conditions of agreement, MNNIT Allahabad may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and however the PMC shall not be liable to MNNIT Allahabad for any excess cost for such similar services. However, the PMC shall continue the performance of the agreement to the	As already approved by the competent authority, the consequences of the termination as in the clause 10 C (dd) will be same.

		MNNIT Allahabad for any excess cost for such similar services.-- However, the PMC shall continue the performance of the agreement to the extent not terminated and the PMC shall have no claim to compensation for any loss that he may thus incur on account of the action of MNNIT Allahabad.	extent not terminated and the PMC shall have no claim to compensation for any loss that he may thus incur on account of the action of MNNIT Allahabad	
11.	7. Project timelines	The project has to be completed within 24 to 33 months depending on the quantum of work involved. However as per tentative timeline of table S.No 8 Commissioning of Project after award of work is 9.5 month to 17.5 month.	Please clarify the point as the present work is for engagement of PSU for 5 years.	Present work is for engagement of PSU for 5 years, which may be extended on satisfactory performance with mutual consent.

This is issued with the approval of the Competent Authority.

This is for your information and necessary action, please.

Senior Executive Engineer

For & on behalf of MNNIT Allahabad