

Pre bid Clarification

Sl. No	Ref. Page No. /Clause No. of Tender document	As per RFP/NIT	Comments/ Observations by the agency/OEMs	Reply/Clarification/ Amendment by Department
1)	M/s National Projects Construction Corporation Limited.			
1	1.5.5 and 3.1.5.d (Page-11 and 22)	As per clause 1.5.5, the Applicant shall furnish as part of its Proposal, an EMD of Rs. 21,44,875.00 (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) Whereas As per clause 3.1.5.d The Earnest Money deposit (EMD) of Rs. 20.00 lakhs (Rupees twenty lakhs only) in the specified form should be submitted in physical form to the sender inviting authority before 19/09/2025 up to 12.00 PM	Clarification required regarding the amount of E.M.D.	As per clause 1.5.5, the Applicant shall furnish as part of its Proposal, an EMD of Rs. 21,44,875.00 (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) Whereas As per clause 3.1.5.d The Earnest Money deposit (EMD) of Rs. 21,44,875.00 (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) .in the specified form should be submitted in physical form to the sender inviting authority before 19/09/2025 up to 12.00 PM
2	1.10.4 (Page-17)	On opening of financial bids and evaluation thereof, the tenders will be ranked accordingly to their composite scores (Technical & Financial) as per clause no.4.2 hereinafter and will be listed in order of merit H1, H2 and H3 and soon	Clause 4.2 is not being shown in the RFP.	1.10.4 (Page-17) - Deleted.
3	3.1.4 (Page-22)	Similar nature of Project shall mean that the Project management consultant shall have experience in	Clarification regarding achieving 3-star rating. As per qualification no need to require GRIHA 3-star certificate Please confirm the same.	Request not accepted. a) As per RFP condition. Refer para 6.14.4 liquidated damages Sl. No. b – “In

		providing PMC and Engineering Services for complete construction of Residential/Non-Residential buildings/development of Institutional Buildings/Central PSU/Central or State Govt, consisting of multi-storied/high rise building including Public Health Engineering, firefighting works Internal and external electrical works, Solar lighting, security systems, GRIHA norms for achieving minimum three-star rating, HVAC lifts, horticulture, roads, walk ways, disabled friendly accessible features etc, and all other works not mentioned here in but required for completion of the project in all respects. The project should have been completed in India.		addition to clause liquidated damages, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy fee payable in case GRIHA star rating as decided by the Law Department is not achieved. The amount shall be deducted from each RA bill on pro-rata basis and shall be released on submission of GRIHA star certification. The Law Department has decided to achieve GRIHA 4 Star rating.”
4	3.1.5a (Page-22)	The Bidder should have experienced in house design team for civil, structural, MEP, HVAC and GRIHA services. Further, the PMC should have a team of professionals dedicated exclusively for this work of Department of Law Justice & Legislative Affairs, GNCTD Delhi, headed by a team leader. The	Clarification assignment like structure, HVAC GRIHA services may be done through consultant hired architect Design and not compulsory that in-house design team for the same should associated with PSU.	The Judicial Officers’ Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.

		team leader shall be responsible for overall supervision, coordination and management of all the project assignments.		
5	3.1.5.b (Page-22)	The bidder, during the submission of bid should enclose the complete details of the dedicated/exclusively earmarked team of professionals as indicated in Para 6.8 (iv) of this document and also should enclose the CV/ bio-data of the professionals with the technical bid of the document. If a person proposed for any position is not found suitable by the Law Department; another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.	Clarification required that whether compulsory to submit the details persons for the project exactly as per clause 6.8 (iv) in terms of experience, composition and Nos or it may be submitted with lesser experience or Nos for qualification.	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
6	4.1.A.i (Page 23)	Presence of in-house professionally qualified staff in The PSU in indicative categories.	Clarification required type of supporting documents as evidence required of technical manpower for technical marking.	Appointment letter of the concerned along with salary slip issued by the agency.
7	5.2.i (Page-38)	i). To assist the Law Department in Preliminary Surveys and Investigations: Preparation of tender document and tendering process through e- tendering for the selection of agency for carrying out all and results for	Clarification required whether the open tender shall be floated by PSU or Department of Law Justice & Legislative Affairs, GNCTD Delhi. If to be done by PSU, the same may be incorporated in the scope of hiring consultant for Architect/Design.	The Tender/RFP for hiring consultant for architect/design shall be called by PSU/PMC with consultation of the Department of Law Justice & Legislative Affairs .

		Preliminary Surveys and Investigations, supervision, vetting the tests and the investigation mentioned below. - Geotechnical and Sub-soil investigations in accordance to relevant BIS codes and CPWD specifications. - Hydrological Survey. - Environment Impact Assessment. - Any other survey required to carry out the work - Topographical survey is in the Scope.		
8	5.2.v and 1.10.6 (Page- 18 & 38)	Monitoring of Operation and Maintenance of infrastructure facilities developed for the Law Department for a period of 2 years after completion and handing over of the facilities to the Law Department. Whereas as per clause 1.10.6 for performance Guarantee, During Operation & Maintenance Phase; The PMC, as Performance guarantee for the due and faithful performance and discharge of all the	Clarification required regarding Operation and Maintenance period that whether it will be started after completion and handing over of the liability period project or after completion of defect liability period.	Defect liability period is of one year from the date of actual completion of the work. However, maintenance and operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability Period.

		PMC's obligations during Operation and Maintenance phase in terms of the during Operation provisions of the RFP, is required to furnish an Irrevocable unconditional Performance guarantee, in the form of a Bank Guarantee for an equivalent to 10% (ten percent) of the fees payable in the O&M phase (the O&M Period Performance Guarantee) and shall be submitted after the completion of the defect liability period of the work.		
9	5.2.1.1 (Page-38)	The PMC will select the Architect / Design Consultant, in coordination with and with the approvals from Department of Law Justice & Legislative Affairs, GNCTD Delhi. The manner of selection will be decided solely by Department of Law Justice & Legislative Affairs, GNCTD Delhi. This will include the Request for Proposal (RFP) document, evaluation, preparing a short list of applicants who will be invited to present their proposals, presenting the list to Department of Law Justice & Legislative Affairs, GNCTD	The manner of selection will be decided solely by Department of GNCTD Delhi". Law Justice & Legislative Affairs, GNCTD, Delhi". In Generally selection Architect/Design consultant by PMC through open tender. Please clarify.	Department of Law Justice & Legislative Affairs, GNCTD Delhi will have the final authority in all selection and decision processes related to appointment of Architect / Design Consultant for the construction of judiciary residential building at Sector-19, Dwarka, Delhi.

		Delhi board for its vetting and approval.		
10	5.2.1.4.g (Page-41)	The PMC shall invite open tenders for award of the work. However, the same will be monitored by the authorized representative of Client.	Clarification required regarding whether tender will be floated for the works up to completion including DLP period or up to completion operation maintenance period by PMC.	The tender for the Judicial Officers' Residential Flats at Sector-19, Dwarka shall be invited for the execution of the project, which shall include construction period of the building, the monitoring, operation and maintenance of the infrastructure facilities deployed for the residents, for a period of two (2) years subsequent to the completion of the project.
11	5.4.1 (Page-44)	- Statutory Authority Approvals for the Project a. The PMC shall obtain all statutory approvals for both commencement of construction work of the project and occupancy certificate before handover of the Judicial Officers Flats at Sector-19, Dwarka. b. The PMC will prepare a list of all applicable statutory approvals required from statutory authorities for both commencement of construction work and before handover of the facilities of the building to the Law Department,	Clarification required that all fees regarding surveys etc. should be done by client i.e. department of Law but not the PMC at actual basis with supporting bill. It is not possible to decide to how much expenditure. It will differ from time to time. In generally the all-statutory approval cost shall be borne by client in actual basis. Please modify the clause accordingly.	Request not accepted. All statutory approvals for both commencement of construction work of the project and occupancy certificate before handover of the Judicial Officers Flats at Sector-19, Dwarka shall be obtained by PMC including all statutory approval. However, the fees for statutory approval shall be paid by the Department of LJ & LA on production of receipt.

		along with the documents required to be submitted for getting approvals, name and address of the concerned department, expected time required to obtain approvals, statutory fee details, and submit to the Law Department and take action accordingly. All plans shall be accepted by the Law Department before submission for statutory approvals. c. The Law Department will issue necessary official requests/letters wherever required. plans shall have to be accepted by the Law Department before submission for statutory approvals.) All expenditure on this account, along with third-party quality inspection, vetting of civil and structural engineering drawings, surveys etc. shall be borne by the PMC.		
12	6.14.4 E (Page-61 & 62)	Liquidated Damages	Regarding various type of penalties from running bills. May be re-considered to minimize the penalties. Whether it is deposit work or payment by bill to bill directly from client.	Request not accepted. The payment will be made by the client on production of bills.
13	6.14.5 (Page-	Compensation for	Proposed for re-consider for deletion of	Request not accepted.

	63)	Cost Overrun Any cost overrun over and above the approved project cost for the project other than the cost overrun by the Law Department's decisions will be attributed to the PMC. In this case a compensation of 0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost the Law (after accounting Department's decisions, if any) subject to a maximum of 20% of the total fees, will be levied by the Law Department. The decision about the total percentage of such compensation to be levied (subject to the maximum specified) shall be the sole discretion of the Pr. Secretary, Department of Law Justice & Legislative Affairs, GNCTD Delhi and shall be final and binding and excluded from the preview of conciliation and arbitration	clauses.	
			PMC fee shall include the service up to completion operation & maintenance period. It is proposed for the submission of financial bid separately for construction period including defect Liability period and operation & maintenance period.	Yes, PMC fee includes both completion operation & maintenance period. The request for separate bid calling for construction stage and

				operation & maintenance stage is not accepted.
	5.5.5 (Page-48)	Measurement and Processing of Running Account Bills.	The work is deposit basis or contractor payment shall be done through directly. Please clarify.	The measurement & bill shall by submitted by the agency and verified by PMC, which shall be paid by Law Department.
	K (Page-64 & 65)	k) TIME SCHEDULE Note: Defect liability period shall be 12 months from the date of handing over of the buildings, with all allied services completed in all respects, to Department of Law Justice & Legislative Affairs, GNCTD Delhi.	Please confirm that the O&M shall be start after DLP 12 month or start from completion. Please clarify.	O&M will be started after the completion of Defect Liability Period.
	Price bid (Page-91)		In General price bid shall be in percentage basis. Please recheck.	The price has to be given in figures.
2)	M/s Telecommunication Consultants India Limited.			
	Financial Terms			
1			EMD (21.44 Lakhs): The EMD amount appears very high and may discourage participation from smaller PSUs. Requesting reduction or exemption as per Government of India norms.	Request not accepted.
2			Performance Guarantee (5% + 10%): A cumulative 15% across construction and O&M phases is substantial. We suggest rationalization to a single consolidated and practical percentage.	Refer para 1.10.6 of RFP at page 17 Performance Guarantee “The Construction Period Performance guarantee shall be refunded within 15 days of furnishing of the O&M Period Performance Guarantee” Here it is clearly said that Performance Guarantee @ 5% of Quoted Amount is

				required to be submitted for Construction Phase which shall be refunded after submission of Performance Guarantee @ 10% of Quoted Amount for O&M phase.															
	Bid Conditions																		
3			Bid Validity Period (180 Days): A six-month validity may cause financial strain. Request to reduce it to 90-120 days.	Request not accepted.															
4			Pre-Construction Timeline (6 Months): The timeline for surveys, designs, estimates, and tendering is tight. A slight extension will ensure quality deliverables.	Request not accepted.															
	Manpower Requirements (Clause 6.8 (IV))																		
5			The mandated strength of Civil (100+), Electrical (50+), Mechanical (50+) Engineers and minimum 3 Architects (on-roll) appears disproportionately high for a project of Rs. 171.59 Cr. Such requirements can realistically be met only by Navratna PSUs. restricting competition	Request not accepted.															
	Suggestion: Rationalize to practical levels such as:																		
			<table><tr><th>Discipline</th><th>Current Requirement</th><th>Suggested Requirement</th></tr><tr><td>Civil Engineers</td><td>100+</td><td>20-25</td></tr><tr><td>Electrical Engineers</td><td>50+</td><td>10-15</td></tr><tr><td>Mechanical Engineers</td><td>50+</td><td>10-15</td></tr><tr><td>Architect</td><td>3 (on-roll only)</td><td>2-3 (on-roll/empaneled)</td></tr></table>	Discipline	Current Requirement	Suggested Requirement	Civil Engineers	100+	20-25	Electrical Engineers	50+	10-15	Mechanical Engineers	50+	10-15	Architect	3 (on-roll only)	2-3 (on-roll/empaneled)	It is minimum technical criteria for qualification; accordingly, marks shall be given.
Discipline	Current Requirement	Suggested Requirement																	
Civil Engineers	100+	20-25																	
Electrical Engineers	50+	10-15																	
Mechanical Engineers	50+	10-15																	
Architect	3 (on-roll only)	2-3 (on-roll/empaneled)																	
6			Architects Eligibility: Many PSUs operate through empaneled/associated Architects. Restricting eligibility only to "on-roll" Architects may exclude competent organizations. Requesting that empaneled Architects also be considered, subject to valid empanelment/association proof and CVs.	Department of Law Justice & Legislative Affairs, GNCTD Delhi will have the final authority in all selection and decision processes related to appointment of															

				Architect / Design Consultant for the construction of judiciary residential building at Sector-19, Dwarka, Delhi
	Operational Clauses			
7			Penalty Structure: Current penalties for delays and staff changes are stringent. A graded penalty system may be more balanced and practical.	Request not accepted.
8			GRIHA 4-Star Rating Mandate: Kindly clarify if alternate rating systems (LEED, IGBC, etc.) can be considered. Also, making it aspirational rather than mandatory may encourage feasibility.	Request not accepted. As per RFP condition. Refer para 6.14.4 liquidated damages Sl. No. b – “In addition to clause liquidated damages, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy fee payable in case GRIHA star rating as decided by the Law Department is not achieved. The amount shall be deducted from each RA bill on pro-rata basis and shall be released on submission of GRIHA star certification. The Law Department has decided to achieve GRIHA 4 Star rating.”
9			Document Submission: Currently, scanned hard copy submissions are mandated. We suggest allowing fully digital submission through e-procurement portal for efficiency.	Request not accepted.
	Eligibility Clarification			
10			Substantial Completion: Please clarify if projects that are substantially completed (major works completed, functional use started) but awaiting final certificate can be considered under eligibility. If yes, kindly specify acceptable documents in lieu of formal completion certificates.	Request not accepted.
3)	M/s Ircon Infrastructure & Services Limited.			
1	Clause no.3.1.2 of	The intending bidder/bidding	We request that the credentials and experience of our parent company, be	Request not accepted

	Eligibility Criteria	organization must have in its name as a prime contractor experience of having satisfactorily completed the Project Management Consultancy Services of similar nature* of project(s) during the Eligibility Period under single agreement as any of the following.	considered for meeting the eligibility criteria outlined in the tender. In general, it is understood and agreed by the tender inviting authority that the credentials of parent company are accepted in Technical Manpower.	
2			The intending bidder/bidding organization must have in its name as a prime contractor experience of having satisfactorily completed/ Substantially Completed (80% of work completed) the Project Management Consultancy Services of similar nature* of project(s) during the Eligibility Period under single agreement as any of the following.....	Request not accepted
	Clause No. 4.1 of Evaluation Criteria			
3	A) Technical Manpower	Presence of In-house professionally qualified staff in The PSU in indicative categories Architect on roll (B.Tech./B.E.& Above) 03Architect&Above- 02 Marks Less than 3nos.-0 Marks	Presence of in-house professionally qualified staff in The PSU in indicative categories Architect on roll (B.Tech./B.E.& Above) 02 Architect & Above- 02 Marks Less than 02nos.-0 Marks	Request not accepted
4	B) Past Experience of the PSU	Experience in Similar Works during last Seven Years: Projects Successfully Completed	Experience in Similar Works during last Seven Years: Projects Successfully Completed/ Substantially completed	Request not accepted
4)	WAPCOS LIMITED			
	Bid Security/EMD			
1	Detailed E-Tender Notice Clause 3.1.5 (d) Page No. 22	At Page 4: Rs. 21,44,875/-(Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) in the form of a Demand Draft (or)Banker's Cheque (or) Banker's Cheque (or) Bank Guarantee issued by any	It is observed that there is a discrepancy in Guarantee issued by any the Earnest Money Deposit (EMD) amount Nationalized Scheduled bank in mentioned in the tender document. On India in favour of The Pr. Secretary, Page 4, the EMD is specified as Department of Law, Justice & ₹21,44,875/-, whereas on Page 22, Legislative Affairs, GNCTD. mentioned as ₹20.00 Lakhs. Kindly clarify the correct EMD amount to be submitted to avoid any ambiguity during the	As per clause 1.5.5, the Applicant shall furnish as part of its Proposal, an EMD of Rs. 21,44,875.00 (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) Whereas As per clause 3.1.5.d

		Nationalized/Scheduled bank in India favour of "The Pr. Secretary, Department of Law, Justice & Legislative Affairs, GNCTD. " At Page 22: The Earnest Money deposit (EMD) of Rs.20.00 lakhs (Rupees twenty lakhs only) in the is specified for form should be submitted in physical form to the tender inviting authority before 19/09/2025 up to 12.00 PM.	bid submission process.	The Earnest Money deposit (EMD) of Rs. 21,44,875.00 (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) in the specified form should be submitted in physical form to the sender inviting authority before 19/09/2025 up to 12.00 PM.
	Profit & Loss			
2	3.2 Financial Criteria Page No. 23	Net-worth: The Bidder shall have a positive net worth as on 31.03.2025 as per the audited account. The bidder firm shall furnish no loss during the last five annual years profit and loss statements.	It is requested to consider that the bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the available last five consecutive balance sheets. This criterion is consistently adopted in major tenders issued by Central Government departments & ministries. and is also clearly specified under Point No. 1(iii) of Annexure-24 of the CPWD Works Manual, which clearly states that Profit/Loss: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the available last five consecutive balance sheets (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both) duly audited and certified by the Chartered Accountant. The copy of criteria of CPWO works manual is attached as Annexure-1.	Net-worth: The Bidder shall have a positive net worth as on 31.03.2025 as per the audited account. "Profit/loss: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets (standalone financial statement), duly certified and audited by the Chartered accountant."
	Past Experience of the PSU			
3	4. EVALUATION CRITERIA B (ii) Page No. 24	EVALUATION CRITERIA The successful bidder will be selected based per two bid system.	It is requested that Mini Ratna Category PSUs be considered for full marks during the evaluation of the Technical Bid. In industry practice, full marks are not exclusively reserved for Navratna PSUs, and there is no	Request not accepted

		The financial bid will be opened for bidders who are technically qualified. 4.1 Technical Bid	general norm mandating such a distinction. Therefore, it is respectfully submitted that Mini Ratna Category PSUs be granted full marks for the relevant criteria in the interest of fairness and consistency with Industry standards.	
4	4. EVALUATION CRITERIA B (iv)	Experience in constructing Green Building	It is requested that the marks allocated for projects with different GRIHA ratings be distributed proportionally between the minimum and maximum marks assigned for this criterion. This approach would ensure a fair and balanced evaluation by recognizing varying levels of sustainability achievement, rather than awarding marks only at the extremes.	Request not accepted.
		Financial Capability		
5	4. EVALUATION CRITERIA C (ii) Page-24	Average Annual Profit (PBIDT) during last three financial years.	The maximum marks have been allocated for organizations with a profit above Rs. 15 crore. However, the marks for the subsequent profit ranges have not been distributed proportionally. Therefore, it is requested to consider relaxation in the average PBIDT criteria, as profitability can vary significantly due to various external factors beyond the control of an organization. Modification/Suggested:- A more balanced and proportionate marking scheme would ensure fair competition and a level playing field for all eligible bidders.	Request not accepted.
		Financial Bid Consultancy Fee		
6	1.6.2 Financial Bid Page No. 15	(a) The Consultancy fees shall be fixed and inclusive of all taxes and levies payable under respective statutes except GST, which, as applicable, shall be paid by the Law Department over and above the fees. However, if any other further tax or levy is imposed by the States, after the last stipulated date for the receipt of bid including extensions,	It is suggested that instead of a fixed lump-sum fee, the consultancy fee should be reimbursed at actual on percentage basis applicable during the contract period.	Request not accepted.

		if any, and the PMC there upon necessarily and properly pays such taxes/levies, the PMC shall be reimbursed the amount so paid.		
	PMC's Personnel and Sub-Consultants			
7	6. CONDITION S OF CONTRACT 6.8 (iv) Page No. 56	6.8 (iv) PMC's Personnel and Sub-consultants	The general composition of the PMC as follows:- The proposed number of personnel to be deployed by the PMC during the contract period is disproportionately high in comparison to the overall value and scope of the project. It is therefore requested to rationalize the personnel requirements to ensure alignment with the project's scale and financial parameters, thereby promoting operational efficiency and cost-effectiveness.	The general composition of the PMC team shall be as follows: - As per RFP table 6.8 (iv) <i>"However, the exact composition of the team shall consist of any or all the above-mentioned functionaries depending on the requirement of the project. It could also consist of more/less than the member of one type of functionaries, as decided by the Law Department depending on the requirement of the project. The deployment of the personnel (continuous or intermittent) at site shall be done on approval of the Law Department."</i>
	Settlement of Disputes			
8	6. CONDITION S OF CONTRACT 6.11.2 (a) Page No. 58	Dispute Resolution	Clause 6.11.3 is missing in bid document. It is requested to consider that disputes between Client and Construction Agency, shall be taken up by either party for resolution through Mechanism for Resolution of CPSE's Administrative Disputes (AMRCD) as mentioned in the F. No Department of Public Enterprises 05/0003/2019-FTS-10937 dated 14.12.2022. The same is enclosed as Annexure-II.	Request not accepted. However, clause 6.11.3 is again reproduce as under: "6.11.3 Arbitration a) Procedure <i>Any Dispute which is not resolved amicably within 30 days, the same shall be referred</i>

				to the Director of the Law Department. There upon, the Director, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per Arbitration & Conciliation Act 1996. b) Place of Arbitration The place of arbitration shall ordinarily be the Law Department but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere. c) English Language The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. d) Enforcement of Award The parties agree that decision or award resulting from arbitration shall be final and binding upon the parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the
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				aggrieved parties to secure relief from any higher forum. e) <i>Performance during Dispute Resolution</i> Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this agreement, without prejudice to a final adjustment in accordance with such award."
5)	KITE ALLIED SERVICE PVT. LTD.			
1	Clauses 1.5.12 Page no 13	Bids in Joint Venture/Consortium will not be accepted.	We request the Authority to kindly allow participation of consulting firms in the form of a Joint Venture (JV) or Consortium. This will enable broader participation and allow firms to leverage specialized expertise, ultimately benefiting project execution and quality. Furthermore, we request that the technical and financial eligibility criteria be allowed to be fulfilled by either the lead member or any member of the JV/Consortium. Suggested Clause: <i>"Joint Venture/Consortium participation is permitted. The technical and financial eligibility criteria may be met by either the lead member or any consortium member, however, the overall criteria must be satisfied either solely by the lead partner or jointly by the consortium members."</i>	Request not accepted.
2	Clauses 6.14.4 Page no 61	Liquidated Damages The time allowed for carrying out the work as specified shall strictly be observed by the PMC and shall	As per the RFP, the damages for delay in completion of services are stipulated at 0.25% of the consultancy fee per week, subject to a maximum of 10% of the total fee. We therefore request the Authority to kindly reconsider this clause and revise the	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.

		be the essence of the contract. The work shall, throughout the stipulated period of contract, be processed with all diligence and in the event of failure of PMC to get the work completed within the agreed time schedule, the PMC is liable to pay damages to the Law Department in case of delay in completion of the project beyond the time limit stipulated, solely attributed to the PMC @ 0.25% (zero point two five percent) of fee for each week of delay subject to a maximum of 10% (ten percent) of the fee.	liquidated damages to a more balanced level, for • 0.1% of the consultancy fee per week of delay, subject to a maximum of 5% of the total consultancy fee This revision will still safeguard the interests of the Authority while ensuring fair and reasonable risk allocation for the Consultant.	
3	Clauses 6.14.4 Page no 62	Change of Manpower In change of manpower Key personnel 1 time. Other professional 2 times. c. For any change in key personnel more than one time after confirmation the Law Department will impose a penalty of Rs.25,000/- (Rupees Twenty Five thousand Only) on each change. For any change in other professionals during the work, The Law Department will impose a penalty of Rs.5,000/-	As per the RFP, change of manpower is restricted to one time for Key Personnel and two times for Other Professionals, beyond which penalties of Rs.25,000/- and Rs.5,000/- respectively are applicable. We kindly request the Authority to reconsider this condition and allow changes in manpower without penalty, provided that the replacement personnel possess equal or higher qualifications and relevant experience as per the RFP requirements. This flexibility is in line with international practices (ADB, JICA, World Bank) and will ensure that unforeseen circumstances such as health, relocation, or personal reasons do not adversely affect the consultancy services.	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
4		Date of proposal Submission.	We request you to kindly extend the submission date at least by three weeks from	The Judicial Officers' Residential Flats at

			the date of issue of minutes of pre bid meeting. Kindly consider.	Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
6)	NBCC			
1	Pre-bid meeting: Page no. 04		Pre-bid Meeting: Date 04/09/2025 time 12.00 PM Conference Hall, Department at of Law, Justice & Legislative Affairs Government of National Capital Territory of Delhi 8th Level, C-Wing, Delhi Secretariat, Players Building, LP Estate, New Delhi-110002 It is requested to conduct pre-bid meeting in offline as well as online mode for more participation in bid. Further, link to attend pre-bid meeting may please be provided.	No Comments.
2	Bid Security/EMD , Page No. 05	Page no. 05: Bid Security/EMD, Rs. 21,44,875/- (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) in the form of a Demand Draft (or) Banker's Cheque (or) Bank Guarantee issued by any Nationalized/Scheduled bank in India in favour of The Pr. Secretary, Department of Law, Justice & Legislative Affairs, GNCTD Clause 3.1.5 (d), Page no. 22: The Earnest Money deposit (EMD) of Rs.20.00 Lakhs (Rupees twenty lakhs only) in the specified form should be submitted in physical form to the tender inviting authority	The said clauses are having discrepancies regarding the amount of EMD. It is requested to clarify the same. Further, it is requested to provide the bank details (incl. IFSC code) for the preparation of EMD through Bank Guarantee.	As per clause 1.5.5, the Applicant shall furnish as part of its Proposal, an EMD of Rs. 21,44,875.00 (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) Whereas As per clause 3.1.5.d The Earnest Money deposit (EMD) of Rs. 21,44,875.00 (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) .in the specified form should be submitted in physical form to the sender inviting authority before 19/09/2025 up to 12.00 PM

		before 19/09/2025 up to 12.00 PM.		
3	Period of completion, Page no. 4	Period of Completion: Pre-construction stage: 06 months a) Preliminary Survey and Investigation: 1 Month b) Conceptual and Design Development: 1 Month c) Submission of Detailed Estimate and PE :1 Month d) Tendering process and award of work: 3 Months Construction stage: 18 months Operations & Maintenance stage: 24 months	The said clauses are having discrepancies regarding the duration of Project and duration of pre-construction activities. It is requested to clarify the same.	1. Pre-construction stage.: 06 months a) Preliminary Survey and Investigation: 1 Month b) Conceptual and Design Development: 1 Months c) Submission of Detailed Estimate and PE :1 Months d) Tendering process and award of work: 3 Months 2. Construction stage: 18 months 3. Operation & Maintenance stage: 24 months
	Project Summary, Page no. 19	Duration of Project: 18 months		Duration of Project = Pre-construction stage.: 06 months + Construction stage: 18 months + Operation & Maintenance stage: 24 months = 48 Months.
	TIME SCHEDULE, Page no. 64	Pre-construction Stage to be reckoned from the 15 th day of award of the work i.e. issue of work order/letter of award. 5 Months a) Preliminary Survey and Investigation: 1 Month b) Conceptual and Design Development: 2 Months c) Submission of Detailed Estimate and PE :3 Months d) Tendering		Pre-construction Stage to be reckoned from the 15 th day of award of the work i.e. issue of work order/letter of award. 1. Pre-construction stage.: 06 months a) Preliminary Survey and Investigation: 1 Month b) Conceptual and Design Development: 1 Months c) Submission of Detailed Estimate and PE : 1 Months d) Tendering process and award of work: 3 Months

		process and award of work: 6 Months		
4	Clause 1.10.6, Page-17	Performance Guarantee: The same shall be valid for a period of five years from the date of signing of the Agreement.	The said clauses are having discrepancies regarding the validity period of Performance Guarantee. It is requested to clarify the same.	Refer para 1.10.6 of RFP at page 17 Performance Guarantee “The Construction Period Performance guarantee shall be refunded within 15 days of furnishing of the O&M Period Performance Guarantee” Here it is clearly said that Performance Guarantee @ 5% of Quoted Amount is required to be submitted for Construction Phase which shall be refunded after submission of Performance Guarantee @ 10% of Quoted Amount for O&M phase.
	Clause 5.2.1.4 (n), Page no. 41 4(n).	PMC will submit Performance Guarantee @ 5% of the fees payable to PMC in the form of Bank Guarantee before execution of agreement, which would be kept valid up to 1 year after completion of the work up to the defect ability period.		1. For construction period the PMC shall submit a Performance Guarantee equivalent to 5% of the fees payable, in the form of a Bank Guarantee, in favour of <i>The Secretary, Law Department</i> before execution of the Agreement. The said Guarantee shall remain valid until one (1) year after completion of the work, covering the Defect Liability Period. 2. During the Operation & Maintenance

				(O&M) Phase, the PMC shall submit a Performance Guarantee equivalent to 10% of the quoted amount, in the form of a Bank Guarantee, which shall remain valid for a period of twenty-four (24) months. 3. However, the Construction Period Performance Guarantee shall be refunded/released within fifteen (15) days of furnishing the O&M Period Performance Guarantee by the PMC.
5	Clause 4.1 Evaluation Criteria: Technical Bid, Page No. 24	(iv) Experience in constructing Green Building Max. 5 Marks At least single project successfully completed with 5 star GRIHA/ Platinum LEED rating 04 star 5 Marks GRIHA/ Gold LEED rating 03 star 2 Marks GRIHA/ Silver LEED rating 1 Marks	It is requested to include Indian Green Building Council (IGBC) ratings as well which also provides Green Building Certification.	Request not accepted.
6	Clause 5.2.1.4 (q), Page no. 41	Specific Responsibilities of PMC q). The PMC has to ensure project to be registered for obtaining green rating of GRIHA or CPWD Ghar rating, target should be to achieve 4-star rating	If PMC fails to achieve 4-star GRIHA rating or equivalent a suitable penalty shall be Imposed on PMC. In this regard no additional payment would be made & decision of department will be final and binding. The said clauses are having discrepancies regarding the GRIHA star rating that PMC has to achieve for the said Project. It is requested to clarify the same.	The PMC shall achieve 4-star rating in GRIHA however higher rating are acceptable. As per RFP condition. Refer para 6.14.4 liquidated damages SI. No. b – “In addition to clause liquidated damages, PMC shall

		in GRIHA however higher rating are acceptable. If PMC fails to achieve 4-star GRIHA rating or equivalent a suitable penalty shall be imposed on PMC. In this regard no additional payment would be made & decision of department will be final and binding		be liable to pay damages to the tune of 2% (two percent) of the consultancy fee payable in case GRIHA star rating as decided by the Law Department is not achieved. The amount shall be deducted from each RA bill on pro-rata basis and shall be released on submission of GRIHA star certification. The Law Department has decided to achieve GRIHA 4 Star rating."
	Clause 6.14.4 (b), Page no. 61	In addition to clause liquidated damages, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy fee payable in case GRIHA star rating as decided by the Law Department is not achieved. The amount shall be deducted from each RA bill on pro-rata basis and shall be released on submission of GRIHA star GRIHA 3 Star rating		
7	Clause 5.3.2 Page No. 42	PMC shall supervise all the works, check and certify all measurements and bills and recommend Client for their payment.	Clarification is sought regarding the following: 1. Appointment of Contractor will be done by PMC or Client. 2. Payment to Contractor will be done by PMC or Client.	1.The appointment of the Contractor shall be carried out by the PMC in consultation with the Law Department. 2.The payment to the Contractor shall be made by the Law Department, based on the submission of measurements and bills, duly certified and authenticated by the PMC for payment.
8	Clause 5.3.13,	The Law	The clause is too stringent. Therefore, the	The Judicial Officers'

	Page No. 44	Department, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP, in the interest of timely and qualitative completion of construction works at the risk and cost of the PMC.	cost of appointing any individual and/or organization as it of covered in this RFP, may please be borne from the may deem fit to render the whole or part of services Project Fund.	Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted
9	Clause 6.14.4 (a), Page No. 61.	The time allowed for carrying out the work as specified shall strictly be observed by the PMC and shall be the essence of the contract. The work shall, throughout the stipulated period of contract, be processed with all diligence and in the event of failure of PMC to get the work completed within the agreed time schedule, the PMC is liable to pay damages to the Law Department in case of delay in completion of the project beyond the time limit stipulated, solely attributed to the PMC @ 0.25% (zero point two five percent) on fee for each week of delay subject to maximum of 10% (ten percent) of the fee.	a)and in the event of failure of PMC to get the work completed within the agreed time schedule, the PMC is liable to pay damages to the Law Department in case of delay in completion of the project beyond the time limit stipulated, solely attributed to the PMC 0.25% zero point two five percent) of fee for each week of delay subject to a maximum of 10% (ten percent) of the fee." As per industry practice, LD on PMC fee is generally levied on the balance/remaining work and not on the whole work. Also, maximum limit of LD is 10% which combined with various other penalties seems too stringent. In view of above, the said clause may be amended as under: ".....and in the event of failure of PMC to get the work completed within the agreed time schedule, the PMC is liable to pay damages to the Law Department in case of delay in completion of the project beyond the time limit stipulated, solely attributed to the PMC 0.25% (zero-point two five percent) on fee for balance/ remaining work for each week of delay subject to maximum of 5% (five percent) of the fee."	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.

10	Clause 6.14.4 (b). Page No. 61	In addition to clause liquidated damages, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy fee payable in case GRIHA star rating as decided by the Law Department is not achieved. The amount shall be deducted from each RA bill on pro-rata basis and shall be released on submission of GRIHA star certification. The Law Department has decided to achieve GRIHA 3 Star rating.	In addition to clause liquidated damages, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy fee payable in case GRIHA star rating as decided by the Law Department is not achieved. The amount shall be deducted from each KA bill on pro-rata basis and shall be released on submission of GRIHA star certification. The Law Department has decided to achieve GRIHA 3 Star rating. As PMC works on behalf of client and receives very nominal fee. The clause of penalty for not achieving GRIHA rating is too stringent. Therefore, it is requested to delete the said clauses.	As per RFP condition. Refer para 6.14.4 liquidated damages Sl. No. b – “In addition to clause liquidated damages, PMC shall be liable to pay damages to the tune of 2% (two percent) of the consultancy fee payable in case GRIHA star rating as decided by the Law Department is not achieved. The amount shall be deducted from each RA bill on pro-rata basis and shall be released on submission of GRIHA star certification. The Law Department has decided to achieve GRIHA 4 Star rating.”
11	Clause 6.14.4 (d) & (e), Page No. 61	d) In addition to the liquidated damages not amounting to penalty, warning may be issued to the PMC for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Law Department, other penal action may be taken by the Law Department including debarring for a specified period or with holding. e) The following activities shall attract penalties which shall	d) Penalty for deficiency in Services: In addition to the liquidated damages not amounting to penalty warning may be issued to the PMC for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Law Department, other penal action may be taken by the Law Department including debarring for a specified period or withholding. e) The following activities shall attract penalties which shall be deducted from the monthly bill for consultancy services: As PMC works on behalf of client and receives very nominal fee. Therefore, it is requested to delete the said clauses.	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.

		be deducted from the monthly bill for consultancy services:		
12	Clause 4.1 Evaluation Criteria: Technical Bid, Page No. 24	(ii) The Proposed PMC Team for Department of Law Justice & Legislative Affairs, GNCTD Delhi: Will be decided on the submission of CVs for the proposed staff as per Clause no-6.8(IV)	As per clause 6.8 (iv), 35 nos. of personnel of PMC team is required. It is very difficult to provide 35 nos. of CVs at this stage of the tender. Therefore, it is requested to provide the list of key personnel for which CVs are required to submit along with bid submission.	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
13	Clause 6.11.2 Dispute Resolution, Page No. 55	a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this agreement (Including its Interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 6.11.3.	Clause 6.11.3 is not defined in the RFP: Please define the same.	Clause 6.11.3 is again reproduce as under: "6.11.3 Arbitration a) Procedure <i>Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the Director of the Law Department. There upon, the Director, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per Arbitration & Conciliation Act 1996.</i> b) Place of Arbitration <i>The place of arbitration shall ordinarily be the Law Department but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.</i> c) English Language <i>The request for arbitration, the answer</i>

				to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. d) Enforcement of Award The parties agree that decision or award resulting from arbitration shall be final and binding upon the parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum. e) Performance during Dispute Resolution Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this agreement, without prejudice to a final adjustment in accordance with such award."
14	Table: The brief details of the work, Page no. 8	Estimated Cost of project (for which PMC is sought) is Rs.171.59 Crores.	It is requested to clarify whether estimated cost of project is inclusive of GST or not.	The estimated project cost is Rs. 171.59 Crores which is inclusive of GST.
15	Clause 6.15 Payment Terms to	6.15.1 Payment Milestones: The Law	(a) Pre-Construction Phase: 25% of the fees. payment milestone during pre-construction phase shall be as follows:	6.15.1 Payment Milestones: The Law

	PMC, Page No. 63	Department shall make the payments against the invoices raised by the PMC in accordance with the payment milestone within 30 days from the date of submission of the respective invoice except where there is an objection disagreement on the bill by the Law Department: a) Pre-Construction Phase: 25% of the fees, Payment milestone during pre-construction phase shall be as follows: i) On submission of survey reports, i.e. Geotechnical survey and Hydrological survey - 5% of the total fees. ii) On completion of comprehensive master plan including infrastructure services of the Judiciary Residential Building construction at Sector-19, Dwarka, Civil & Structural design engineering and it's vetting - 10% of the total fees. iii) On approval of	i) On submission of survey reports, i.e. Geotechnical survey and Hydrological survey -5%of the total fees. ii) On completion of comprehensive master plan Including infrastructure services of the Judiciary Residential Building construction at Sector-19, Dwarka, Civil & Structural design engineering and It's vetting-10% of the total fees. Payment Breakup of all pre-construction phase milestones does not sum up to 25% of the fees mentioned as the total payment milestone of pre-construction phase. Therefore, this ambiguity may please be addressed.	Department shall make the payments against the invoices raised by the PMC in accordance with the payment milestone within 30 days from the date of submission of the respective invoice except where there is an objection disagreement on the bill by the Law Department: a) Pre-Construction Phase: 25% of the fees, Payment milestone during pre-construction phase shall be as follows: i) On submission of survey reports, i.e. Geotechnical survey and Hydrological survey - 5% of the total fees. ii) On completion of comprehensive master plan including infrastructure services of the Judiciary Residential Building construction at Sector-19, Dwarka, Civil & Structural design engineering and it's vetting - 10% of the total fees. iii) On approval of tender documents to invite the bids for the appointment of the Contractor 5% of the total fees. iv) On commencement of construction work by the selected Contractor: 5% of
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		tender documents to invite the bids for the appointment of the Contractor- 5 % of the total fees. iv) On commencement of construction work by the selected Contractor: 10% of the fees.		the fees.
16	Clause 2.3 Important Information, Page No. 7	Bid Submission End Date 19.09.2025, 12:00 PM.	In view of the above pre-bid queries, it is requested to extend the last date of bid submission by at least 2 weeks from date of reply of pre-bid queries for preparation of the bid as per the reply.	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
7)	Bridge & Roof Co. (I) Ltd.			
1	4.1 Technical Bid	A Technical Manpower. i) Presence of in- house professionally qualified staff in the PSU in indicative categories Electrical Engineers (B.Tech/B.E.& Above) 51 Engineers & Above- 2 Marks Between 30 to 50 Engineers-1 Marks Less Than 50 Engineers- 0 Mark	Electrical Engineers (B.Tech./B.E.& Above). 15 Engineers & Above- 2 Marks Between 10 to 14 Engineers 1 Mark Less Than 10 Engineers- 0 Mark	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
		Architect on roll (B.Tech./B.E.& Above) 03 Architect & Above- 2 Marks Less than 3 nos.- 0 Marks	Architect on roll/Empanelment (B.Tech./B.E.& Above) 03 Architect & Above- 2 Marks Less than 3 nos.- 0 Marks	
2	4.1.A. ii	The proposed PMC team for department of Law Justice & Legislative Affairs, GNCTD Delhi- Will be decided on the submission of CVs for the proposed staff as per Clause No. – 6.8	1) The team deployed the PMC shall be as follows: (i) One number Chief Project Manager/official at least of level of E-5/E-4 of Civil Engineering Discipline. (iii) Four Nos. E-1/E-2 level or above level officer including at least one each from Civil and	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.

		(IV) – 10 Marks	Electrical/Mechanical Discipline. In addition, adequate number of supporting officers like AE, JE, Supervisors etc, and the clerical/secretarial staff as required depending on progress of work should be deployed at site to assist the officers. 2) The team shall be deployed from the list of technical manpower available with the PMC at the time of execution and the CVs of the personnel shall be shared after award of work to the PMC. Hence this clause may be deleted and the corresponding marks may be added to the presentation (4.1.D)	
3	4.1.B. ii	PSU Status Max 5Marks Navaratna & Above 5 Marks Scheduled A Mini Ratna 3 Marks Scheduled B Mini Ratna 2 Marks	Since the work experience and financial experience is major indicator for the expertise offered by the PMC, the PSU status Navratna, Mini Ratna is merely relevant to judge the capacity of the PSU. Hence this may be deleted and the respective marks may be added to the presentation (4.1.D).	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
4	4.1.B. iv	Experience in Constructing Green Building- At Least single project successfully completed with 5 Star Max. 5 Marks At least, single project successfully completed with 5star GRIHA/Platinum LEED rating 04 star 5 Marks GRIHA/Gold LEE Drating03star 2Marks GRIHA/Silver LEED rating 1 Marks	Experience in Constructing Green Building- At Least single project successfully completed with 5 Star Max.5Marks At least single project successfully completed with 5 star 5 marks for each project GRIHA/ Platinum LEED rating 04 star 3 Marks for each project GRIHA/Gold LEED rating 03 star 2 Marks for each project GRIHA/Silver LEED rating 1 Marks for each project	Request not accepted.
		Payment mode of Contractor	Separate bank account, as required by Client, shall be opened by PMC for the funds received from GNCTD for the project. All project funds will be released in the project account. PMC shall not divert any fund from the project account other than for the purpose of this GNCTD Project and shall submit Bank Statement to GNCTD authority on quarterly basis PMC shall submit. Utilization Certificate as per GFR before claiming further project fund. Further to above, based on actual progress of project, GNCTD shall release project fund to PMC so that balance of project fund does not fall below 10% of total tendered cost. PMC will release payment to the contractor against R/A bills, raised by contractors after necessary deductions.	Request not accepted.
5	6.14.4 (e)	Liquidated Damages	The clause may be deleted.	Request not accepted.

		k) TIME SCHEDULE: Defect liability period shall be 12 months from the date of handing over of the buildings, with all allied services completed in all respects, to Department of Law Justice & Legislative Affairs, GNCTD Delhi. Total time frame of O&M period shall be 24 months.	1. O&M shall be started after completion of DLP, please confirm. 2. The price bid for O&M shall be quoted separately as it is beyond the scope of PMC work. Kindly confirm.	Duration of Project = Pre-construction stage.: 06 months + Construction stage: 18 months + Operation & Maintenance stage: 24 months = 48 Months. Defect liability period is of one year from the date of actual completion of the work. However, maintenance and operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability Period
	1.6.2 (e)	e) The fees payable to the Government/Local Bodies for getting necessary approvals/sanctions, as envisaged in the scope of Architect, will be separately borne by the PMC as per actual.	PSU shall be responsible for Obtaining necessary Statutory Approvals Clearances/Certificates from the concerned Local Bodies Permission & Statutory Authorities like Municipal Corporation/Development Authority, Town Planning Board, Electricity Board Fire Department, State Central Pollution Control Boards, State Central Environmental Authorities etc. As applicable including obtaining Building Completion/Occupancy Certificates & Clearances for completed Buildings and facilities before handing over the same to GNCTD for putting them to functional use. The fee for all statutory approvals shall be paid by GNCTD and no service charges will be paid for same.	All statutory approvals for both commencement of construction work of the project and occupancy certificate before handover of the Judicial Officers Flats at Sector-19, Dwarka shall be obtain by PMC including all statutory approval. However, the fees for statutory approval shall be paid by the Department of LJ & LA on production of receipt.
	5.2.1.	Responsibilities of the PMC 5.2.1.1 Selection of Architect/Design Consultant The PMC will select the Architect / Design Consultant, in coordination with and with the approvals from Department of	5.2.1. Responsibilities of the PMC 5.2.1.1 Selection of Architect/Design Consultant The PMC will select the Architect/Design Consultant by open competitive bid as per standard practice.	The Tender/RFP for hiring consultant for architect/design shall be called by PSU/PMC with consultation of the Department of Law Justice & Legislative Affairs.

		Law Justice & Legislative Affairs, GNCTD Delhi. The manner of selection will be decided solely by Department of Law Justice & Legislative Affairs, GNCTD Delhi. This will include the Request for Proposal (RFP) document, evaluation, preparing a short list of applicants who will be invited to present their proposals, presenting the list to Department of Law Justice & Legislative Affairs, GNCTD Delhi board for its vetting and approval.		
8)	UPRNN			
1	Technical Manpower	Civil Engineers-101 & above (4 marks), 50-100 (2 marks), <50 (0 marks)	Disproportionate weightage with inflated staff strength. Modification as required: - Manpower count must be relevant to project scope, not arbitrary. PMC service requires qualified leadership, not excessive manpower headcount	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
		Electrical Engineers-51 & above (2 marks), 30-50 (1 mark), <30 (0 marks)		
		Mechanical Engineers-51 & above (2 marks), 30-50 (1 mark), <30 10 marks)		
		Architects-3 & above (2 marks), less than 3 (0 marks)		
2	Proposed PMC Team	10 marks on submission of CVs	Duplication of requirement since PMC selection already based on competence. Modification as required: - Once bidder is empaneled/qualified, requiring CV scoring is duplication. Enables subjectivity and bias.	Request not accepted.
3	PSU Status	Max. 5 Marks Navaratna & Above 5 Marks Scheduled A Mini Ratna 3 Marks Scheduled B Mini Ratna 2 Marks	Only 1 PSU qualifies as Navratna in civil sector. Modification as required: - PSU nomenclature has no relation to technical capability. Hence, Discriminatory and should be deleted.	Request not accepted.
4	MOU Rating of	Max. 5 Marks Excellent- For each	PSU Ministry ratings irrelevant to PMC competency.	Request not accepted.

	the PSU during last 5 Years	excellent/ per year 1 Marks Very Good- For each very good / per year 0.5 Marks Good- for each good / per year 0.25 Marks	Modification as required: - Extraneous condition-MOU ratings are internal administrative performance, not a measure of PMC project capability.	
5	Experience in constructing Green Building	<u>Max. 5 Marks</u> At least single project successfully completed with 5 star GRIHA/ Platinum LEED rating 04 star GRIHA/ Gold LEED rating 03 star 2 Marks GRIHA/ Silver LEED rating 1 Marks	Very few projects nationally, restricts fair competition Modification as required: -Unreasonable restriction-such rare projects cannot be a decisive factor. As per GFR Rule 173, eligibility must be broad-based. Condition should be relaxed to include any certified green building projects.	Request not accepted.
8)	TCIL			
1	Clause 1.2	Estimated Cost of project (for which PMC is sought) is Rs.171.59 Crores.	Prebid queries: - It is requested to kindly confirm whether estimate cost is inclusive of GST or not.	The estimated project cost is Rs. 171.59 Crores which is inclusive 18% GST.
2	Clause 2.3 (page 6) & 2.5.5 (page 10)	Bid Security/ EMD Rs. 21,44,875/- (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) in the form of a Demand Draft (or) Banker's Cheque (or) Bank Guarantee issued by any Nationalized Scheduled bank in India in favour of" The Pr. Secretary, Department of Law, Justice & Legislative Affairs, GNCTD".	Prebid queries: - It is requested to kindly detail provide the details of beneficiary details along with bank account as same is required for creation of EMD/BG.	Rs. 21,44,875/- (Rupees Twenty-One Lakh Forty-Four Thousand Eight Hundred Seventy-Five Only) in the form of a Demand Draft (or) Banker's Cheque (or) Bank Guarantee issued by any Nationalized / Scheduled bank in India in favour of "The Secretary, Department of Law, Justice & Legislative Affairs, GNCTD".
3			Prebid queries: - It is requested that Project or deposit basis may please be considered for execution of Project, wherein Contractor will be appointed by PMC through open tender & all payment will be made to Contractor by PMC from the project fund provided by client to PMC.	The appointment of the Contractor shall be carried out by the PMC in consultation with the Law Department. The payment to the Contractor shall be made by the Law Department, based on the submission of

				measurements and bills, duly certified and authenticated by the PMC for payment
4	Clause 1.6.2 (e) (page 15)	The fees to the payable Government/Local Bodies for getting necessary approvals/sanctions, as envisaged in the scope of Architect, will be separately borne by the PMC as per actual.	Proposed Clause: - The fees payable to the Government/Local Bodies for getting necessary approvals/sanctions, as envisaged in the scope of Architect, will be separately borne by the Client as per actual. Prebid queries: - Generally, Fee payable to Government getting approvals will be borne by Client, being their plot. Hence it is requested to kindly modify the existing clause with proposed clause, which will be in line with clause 5.2.2 e. (page 42)	All statutory approvals for both commencement of construction work of the project and occupancy certificate before handover of the Judicial Officers Flats at Sector-19, Dwarka shall be obtain by PMC including all statutory approval. However, the fees for statutory approval shall be paid by the Department of LJ & LA on production of receipt.
5	Clause 1.9, 1.10 (page 16-17) & clause 4 (page 23-26)	Evaluation method	Prebid queries: - Method of evaluation of tender is not mentioned. It is requested to kindly clarify the evaluation criteria, whether least cost basis or QCBS and in what ratio?	1.10.4 (Page-17) - Deleted. No least cost basis or QCBS.
6	Clause 3.1.2 (page 21)	The intending bidder/bidding organization must have in its name as a prime contractor experience of having satisfactorily completed the Project Management Consultancy Services of similar nature of project(s) during the Eligibility Period under single agreement as any of the following.	Proposed Clause: - The intending bidder/bidding organization must have in its name as a Project management Consultant (PMC)/ executing agency experience of having satisfactorily completed the Project Management Consultancy Services of similar nature of project(s) during the Eligibility Period under single agreement as any of the following. Prebid queries: - PMC cannot be a prime contractor for the same work, hence it is requested to kindly modify the existing clause with proposed clause.	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
7	Clause 3.1.5 (b) (Page-22)	The Bidder should have experienced in-house engineers for civil, structural, MEP, HVAC. Further, the PMC should have a team of professionals dedicated exclusively for this work of Department of Law Justice & Legislative Affairs, GNCTD Delhi, headed by a team leader. The team leader shall be responsible for	Proposed Clause: - The Bidder should have experienced in-house engineers for civil, structural, MEP, HVAC. Further, the PMC should have a team of professionals dedicated exclusively for this work of Department of Law Justice & Legislative Affairs, GNCTD Delhi, headed by a team leader. The team leader shall be responsible for overall supervision, coordination and management of all the project assignments. Prebid queries: - It is requested to kindly modify the existing clause with proposed clause, since bidder is asked to appoint the architectural agency through tendering, hence in-house design team is not required However, PMC should have inhouse	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.

		overall supervision, coordination and management of all the project assignments.	engineers in different fields.	
8	Clause 6.8 (iv) (Page 56-57)		Prebid queries: - Since Architectural agency Architect is to be appointed by PMC at later stage, hence there is no requirement of asking the CV of such huge manpower. Hence it is requested to kindly modify the list of manpower and asked only CV of team leader & Project manager at this stage.	Request not accepted. The Tender/RFP for hiring consultant for architect/design shall be called by PSU/PMC with consultation of the Department of Law Justice & Legislative Affairs .
9	Clause 3.2	Financial Criteria 3.2.1 Financial Turn over. The average annual financial turnover of the bidder should be at least Rs. 50 Crores (Rupees Fifty Crore Only) during the immediate last five consecutive financial years ending with 31.03.2025. The bidder shall submit balance sheet and profit and loss account for last five financial years certified by Chartered Accountant. The turn over should be in the name of the bidders. Net-worth: The Bidder shall have a positive net worth as on 31.03.2025 as per the audited account. The bidder firm shall furnish no loss during the last five annual years profit and loss statements.	Prebid queries: - It is requested to consider the Balance sheet ending on F.Y. 23-24 (31.03.2024) as balance sheet of FY 24-25 are yet to be finalized and Government also allow finalization of balance sheet up to September month.	Request not accepted.
10	Sr. No. A.i of table under Clause 4.1 (Page 23)	Technical Manpower. Presence of in house professionally qualified staff in The PSU in indicative categories Civil Engineers (B. Tech./B.E. &	Proposed Clause: - Technical Manpower. Presence of in house professionally qualified staff in The PSU indicative categories. Civil Engineers (Diploma & Above) 41 Engineers & Above-4 Marks Between 21 to 40 Engineers- 2 Marks Less Than 20 Engineers-0	The Judicial Officers' Residential Flats at Sector-19, Dwarka. hold significant importance. The request, therefore, cannot be accepted.

		Above) 101 Engineers & Above 4 Marks Between 50 to 100 Engineers 2 Marks Less Than 50 Engineers 0 Marks	Marks Prebid queries: - It is requested to kindly allow.	
11	Sr. No. A.ii of table under Clause 4.1 (Page 23)	Technical Manpower Presence of in house professionally qualified staff in The PSU indicative categories Electrical Engineers (B.Tech/BE & Above) 51 Engineers & Above-2 Marks Between 30 to 50 Engineers- 1 Marks Less Than 50 Engineers-0 Marks	Proposed Clause: - Technical Manpower Presence of in house professionally qualified staff in The PSU indicative categories Electrical Engineers (Diploma & Above) 21 Engineers & Above-2 Marks Between 10 to 20 Engineers- 1 Marks Less Than 10 Engineers-0 Marks Prebid queries: - Diploma staff in addition to graduate staff since both type of staff have similar site experience. Since project cost is approx. Rs 171 Cr. for which approx. max 5 Civil engineers are required for such scale of marking considering 4 times for maximum marks, the proposed criteria is requested.	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
12	Sr. No. A.ii of table under Clause 4.1 (Page 23)	Technical Manpower Presence of in house professionally qualified staff in The PSU indicative categories Mechanical Engineers (B.Tech/BE & Above) 51 Engineers & Above-2 Marks Between 30 to 50 Engineers- 1 Marks Less Than 50 Engineers-0 Marks	Proposed Clause: - Technical Manpower Presence of in house professionally qualified staff in The PSU indicative categories Mechanical Engineers (Diploma & Above) 5 Engineers & Above-2 Marks Between 2 to 4 Engineers- 1 Marks Less Than 1 Engineers-0 Marks Prebid queries: - It is requested to kindly allow Diploma staff in addition graduate staff since both type n of staff have similar site experience. Since project cost is approx. Rs 171 Cr. for which approx. 2-3 Electrical engineers are required for such scale of project marking for considering 4 times for marks. the 0 maximum proposed criteria is requested.	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.
13	Sr. No. A.iv of table under Clause 4.1 (Page 23)	Technical Manpower Presence of in house professionally qualified staff in The PSU indicative categories	Proposed Clause: - Technical Manpower Presence of in house professionally qualified staff in The PSU indicative categories Architect on roll (Diploma & Above)	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore,

		Architect on roll (B.Tech/BE & Above) 03 Architect & Above-2 Marks Less Than 3 Nos. -0 Marks	02 Architect & Above-2 Marks 01 Architect -0 Marks Prebid queries: - Since in this project, project architect is required to be appointed through tender at a later stage, hence it is requested to delete these criteria or allow the diploma architect also min architect.	cannot be accepted.
14	Clause (e) 5.4.2 (page 44)	To arrange for the vetting of civil and structural designs and drawings by IT/NIT or any other reputed consultants with the prior approval of the Law Department, at the cost to be borne by PMC.	Proposed Clause: - To arrange for the vetting of civil and structural designs and drawings by IT/NIT with the prior approval of the Law Department. However, the fee as per actual, will be paid by Client. Prebid queries: - Generally, paid to IIT/NIT will be paid by Client & PMC usually arrange for vetting of drawings from IIT/NIT. Further, it is better to exclude the any other reputed consultant, as this allow private consultant also.	Request not accepted.
15	Additional Clause		Proposed Clause: - In the event of any claim, action, demand, or any proceedings whatsoever being invoked by vendor(s), contractor(s), Agency(s), or prospective Agency(s) appointed by PMC on behalf of Client arising out of or in relation to or consequent upon this contract agreement or engagement of such vendor(s) or contractor(s), Agency(s), or prospective Agency(s), PMC shall provide all the necessary assistance including recommendation (except on legal issues) until a period of one month after the expiry of Defect Liability Period on mutually agreeable rates. The cost of such liabilities including advocate fee shall be paid by Client. Prebid queries: - Since PMC is working on behalf of Client, hence all cost of liability arisen in project is to be borne by Client, hence it is requested to kindly amend the existing clause with proposed clause.	Request not accepted.
16	Page 9	Last date & time of submission of RFP/ Bids (bid due date) online only 19/09/2025 up to 12:00 Hrs. through online.	Prebid queries: - It is requested to extend the last date of bid submission by at least 2 weeks after publishing of Prebid query replies.	The Judicial Officers' Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.

