Pre bid Clarification

Sl.	Ref. Page No.	As per RFP/NIT	Comments/ Observations by the	Reply/Clarification/
No	/Clause No. of	-	agency/OEMs	Amendment by
	Tender			Department
	document			
1)	M/s National P			
1	1.5.5 and	As per clause 1.5.5,	Clarification required regarding the amount	As per clause 1.5.5,
	3.1.5.d (Page-	the Applicant shall	of E.M.D.	the Applicant shall
	11 and 22)	furnish as part of its		furnish as part of its
		Proposal, an EMD of		Proposal, an EMD of
		Rs. 21,44,875.00		Rs. 21,44,875.00
		(Rupees Twenty-One		(Rupees Twenty-One
		Lakh Forty-Four		Lakh Forty-Four
		Thousand Eight		Thousand Eight
		Hundred Seventy-		Hundred Seventy-Five
		Five Only) Whereas		Only) Whereas
		As per clause 3.1.5.d		As per clause 3.1.5.d
		The Earnest Money		The Earnest Money
		deposit (EMD) of Rs.		deposit (EMD) of Rs.
		20.00 lakhs (Rupees		21,44,875.00 (Rupees
		twenty lakhs only) in		Twenty-One Lakh
		the specified form		Forty-Four Thousand
		should be submitted		Eight Hundred
		in physical form to		Seventy-Five Only) .in
		the sender inviting		the specified form
		authority before		should be submitted in
		19/09/2025 up to		physical form to the
		12.00 PM		sender inviting
				authority before
				19/09/2025 up to
	1.10.4.70		Class 42 is set being above in the DED	12.00 PM
2	1.10.4 (Page-	On opening of	Clause 4.2 is not being shown in the RFP.	1.10.4 (Page-17) - Deleted.
	17)	financial bids and		Defetett.
		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		
3	3.1.4 (Page-	Similar nature of	Clarification regarding achieving 3-star	Request not accepted.
	22)	Project shall mean	rating. As per qualification no need to	
	,	that the Project	require GRIHA 3-star certificate Please	a) As per RFP
		management	confirm the same.	condition. Refer
		consultant shall have		para 6.14.4
		experience in		liquidated damages
		•		Sl. No. b - "In

		providing PMC and		addition to clause
		Engineering Services		liquidated damages,
	:	for complete		PMC shall be liable
		construction of		to pay damages to
		Residential/Non-		the tune of 2% (two
		Residential		percent) of the
		buildings/developme		consultancy fee
		nt of Institutional		payable in case
		Buildings/Central		GRIHA star rating
		PSU/Central or State		as decided by the
		Govt, consisting of		Law Department is
		multi-storied/high		not achieved. The
		rise building		amount shall be
		including Public		deducted from each
		Health Engineering,		RA bill on pro-rata
		firefighting works		basis and shall be
		Internal and external		released on
		electrical works,		submission of
		Solar lighting,		GRIHA star
		security systems,		certification. The
		GRIHA norms for		Law Department has
		achieving minimum		decided to achieve
		three-star rating,		GRIHA 4 Star
		HVAC lifts,		rating."
		horticulture, roads,		6.
		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.		
4	3.1.5a (Page-	The Bidder should	Clarification assignment like structure,	The Judicial Officers'
·	22)	have experienced in	HVAC GRIHA services may be done	Residential Flats at
	,	house design team	through consultant hired architect Design and	Sector-19, Dwarka,
		for civil, structural,	not compulsory that in-house design team for	hold significant
		MEP, HVAC and	the same should associated with PSU.	importance. The
		GRIHA services.	me same should apposite a fifth 1 50.	request, therefore,
		Further, the PMC		cannot be accepted.
		should have a team of		camer or accepted.
Name and Address of the Owner, where the Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is the Own		professionals		
A. Andrews		dedicated exclusively		
		for this work of		
		Department of Law		
		Justice & Legislative		
		Affairs, GNCTD		
***************************************		Delhi, headed by a		
		team leader. The		
	l	wain leader. The		

,				
		team leader shall be responsible for		
		overall supervision,		i
	Anticipa	coordination and		
		management of all		
		_		
		assignments.	Clarification required that whether	The Judicial Officers'
5	3.1.5.b (Page-	The bidder, during		Residential Flats at
	22)	the submission of bid	compulsory to submit the details persons for	Sector-19, Dwarka,
		should enclose the	the project exactly as per clause 6.8 (iv) in	1
		complete details of	terms of experience, composition and Nos or	Ŭ
		the	it may be submitted with lesser experience or	1
	:	dedicated/exclusively	Nos for qualification.	request, therefore,
		earmarked team of		cannot be accepted.
		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.		
6	4.1.A.i (Page	Presence of in-house	Clarification required type of supporting	Appointment letter of
	23)	professionally	documents as evidence required of technical	the concerned along
		qualified staff in The	manpower for technical marking.	with salary slip issued
1		PSU in indicative	•	by the agency.
		categories.		
7	5.2.i (Page-38)	i). To assist the Law	Clarification required whether the open	The Tender/RFP for
		Department in	tender shall be floated by PSU or Department	hiring consultant for
		Preliminary	of Law Justice & Legislative Affairs,	architect/design shall
		Surveys and	GNCTD Delhi. If to be done by PSU, the	be called by
		Investigations:	same may be incorporated in the scope of	PSU/PMC with
		Preparation of	•	consultation of the
		tender document		Department of Law
		and tendering		Justice & Legislative
		process through		Affairs.
		e- tendering for		
		the selection of		
		agency for		
		carrying out all		
		and results for		
		and results for		

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		Preliminary		
		Surveys and		
		Investigations,		
		supervision,		
		vetting the tests		
		and the		
		investigation		
		mentioned below.		
		a. Geotechnical and		
		Sub-soil		
		investigations in		
		accordance to		
		relevant BIS		
		codes and CPWD		
		specifications.		
İ		b. Hydrological		
		Survey.		
		c. Environment		
		Impact		
		Assessment.		
		d. Any other survey		
		required to carry		
		out the work		
		e. Topographical		
		survey is in the		
		Scope.		
		Беоре.		
8	5.2.v and	Monitoring of	Clarification required regarding Operation	Defect liability period
	1.10.6 (Page-	Operation and	and Maintenance period that whether it will	is of one year from
	18 & 38)	Maintenance of	be started after completion and handing over	the date of actual
	10 & 30)	infrastructure	of the liability period project or after	
		facilities developed	1	•
		Tacilities developed	completion of defect liability period.	work. However,
		l		maintananaa and
		for the Law		maintenance and
, I		for the Law Department for a		operation and
		for the Law Department for a period of 2 years		operation and maintenance of
		for the Law Department for a period of 2 years after completion and		operation and maintenance of infrastructure facilities
		for the Law Department for a period of 2 years after completion and handing over of the		operation and maintenance of infrastructure facilities shall be carried out by
		for the Law Department for a period of 2 years after completion and handing over of the facilities to the Law		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for
		for the Law Department for a period of 2 years after completion and handing over of the		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two
		for the Law Department for a period of 2 years after completion and handing over of the facilities to the Law Department.		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion
		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		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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	·	operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion
		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		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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 and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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 and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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 &		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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;		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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	·	operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability
		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		operation and maintenance of infrastructure facilities shall be carried out by Executing Agency for the period of two years after completion of Defect Liability

		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		
0	5.2.1.1 (Page	Guarantee) and shall be submitted after the completion of the defect liability period of the work.	The manner of selection will be decided	Department of Law
9	5.2.1.1 (Page-38)	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	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.
		applicants who will be invited to present their proposals, presenting the list to Department of Law Justice & Legislative Affairs, GNCTD		

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

			unin	
		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	Liquidated Damages	Regarding various type of penalties from	Request not accepted.
	(Page-61 &		running bills.	The payment will be
	62)			made by the client on
	~ ~ · · · · · · · · · · · · · · · · · ·		May be re-considered to minimize the	production of bills.
			penalties. Whether it is deposit work or	
			payment by bill to bill directly from client.	
13	6.14.5 (Page-	Compensation for	Proposed for re-consider for deletion of	Request not accepted.
1 , 7	0.1 (1 450		1·	1

63)	Cost Overrun	clauses.	
	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	•	
	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		
		PMC fee shall include the service up to	Yes, PMC fee includes
		completion operation & maintenance period.	both completion
		·	operation &
		It is proposed for the submission of financial	maintenance period.
		bid separately for construction period	The request for
	And the state of t	including defect Liability period and	separate bid calling for
		operation & maintenance period.	construction stage and

				operation & maintenance stage is
	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.	not accepted. 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)		unication Consultants	India Limited.	
	Financial Term	ns		!
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.	
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.	RFP at page 17 Performance

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	Bid Conditions				required to be submitted for Construction Phase which shall be refunded after submission of Performance Guarantee @ 10% of Quoted Amount for O&M phase.
3		validity may	•	ays): A six-month al strain. Request	Request not accepted.
4		timeline for tendering is	surveys, design	(6 Months): The ns, estimates, and nt extension will	Request not accepted.
5	Manpower Requirements (Clause 6.8 (IV))	Electrical (50 and minimus disproportion 171.59 Cr	0+), Mechanica m 3 Architects nately high for c. Such rec be met only by	of Civil (100+), 1 (50+) Engineers (on-roll) appears a project of Rs. quirements can Navratna PSUs.	Request not accepted.
	Suggestion: Rationalize to practical levels such as:				
		Civil Engineers Electrical Engineers Mechanic al Engineers Architect	Current Requireme nt 100+ 50+ 3 (on-roll only)	Suggested Requirement 20-25 10-15 10-15 2-3 (on-roll/empanele d)	It is minimum technical criteria for qualification; accordingly, marks shall be given.
6		through em Restricting Architects organizations Architects a	npaneled/associa eligibility on may exclu s. Requesting also be consid	y PSUs operate ated Architects. It to "on-roll" ide competent that empaneled ered, subject to attion proof and	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 Cl	auses	- Identification	
7	*		Penalty Structure: Current penalties for	Request not accepted.
			delays and staff changes are stringent. A	
			graded penalty system may be more balanced	
			and practical.	
8			GRIHA 4-Star Rating Mandate: Kindly	Request not accepted.
			clarify if alternate rating systems (LEED,	As per RFP condition.
			IGBC, etc.) can be considered. Also, making	Refer para 6.14.4
			it aspirational rather than mandatory may	liquidated damages Sl.
			encourage feasibility.	No. b – "In addition to
			oncourage reasionity.	clause liquidated
				damages, PMC shall
				be liable to pay
				damages to the tune of
				2% (two percent) of
				the consultancy fee
				·
				1 2
				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	Request not accepted.
			hard copy submissions are mandated. We	
			suggest allowing fully digital submission	
			through e-procurement portal for efficiency.	
	Eligibility Clar	ification		
10			Substantial Completion: Please clarify if	Request not accepted.
			projects that are substantially completed	
			(major works completed, functional use	
			started) but awaiting final certificate can be	
			considered under eligibility. If yes, kindly	**************************************
	1		specify acceptable documents in lieu of	
			formal completion certificates.	
3)	M/s Ircon Infra	astructure & Services L		
1	Clause	The intending	We request that the credentials and	Request not accepted
	no.3.1.2 of	bidder/bidding	experience of our parent company, be	
·			· · · · · · · · · · · · · · · · · · ·	

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	Eligibility	organization must	considered for meeting the eligibility criteria	
	Criteria	have in its name as a	outlined in the tender.	
		prime contractor		
		experience of having	In general, it is understood and agreed by the	
		satisfactorily	tender inviting authority that the credentials	
		completed the Project	of parent company are accepted in Technical	
		Management	Manpower.	
		Consultancy Services	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		of similar nature* of		
2		project(s) during the	The intending bidder/bidding organization	Request not accepted
~		Eligibility Period	must have in its name as a prime contractor	Request not accepted
		under single	experience of having satisfactorily	
	:	agreement as any of	completed/Substantially Completed (80%	
		the following.	of work completed) the Project	
		the following.	• • • • • • • • • • • • • • • • • • • •	
			Management Consultancy Services of similar	
			nature* of project(s) during the Eligibility	
			Period under single agreement as any of the	
	CI NT -	4.1 - C 15 - 1 - 4'	following	
	Clause No. Criteria	4.1 of Evaluation		
3	A) Technical	Presence of In-house	Presence of in-house professionally qualified	Request not accepted
)	•	professionally	staff in The PSU in indicative categories	Request not accepted
	Manpower	• •	start in The F50 in indicative categories	
		qualified staff in The	And the consult (D. Tack (D. E. G. Alance)	
		PSU in indicative	Architect on roll (B.Tech./B.E.& Above)	
		categories	00 1 14 10 11 00 15	
		4 1 5	02 Architect & Above- 02 Marks	
		Architect on roll	Y 00 00 00 1	
		(B.Tech./B.E.&	Less than 02nos0 Marks	
		Above)		
		004 15 40 41		
		03Architect&Above-		
		02 Marks Less than		
		3nos0 Marks		
4	B) Past	Experience in Similar	Experience in Similar Works during last	Request not accepted
	Experience of	Works during last	Seven Years: Projects Successfully	
	the PSU	Seven Years: Projects	Completed/Substantially completed	
		Successfully		
		Completed		
4)	WAPCOS LIM		A CONTRACTOR OF THE CONTRACTOR	
1	Bid Security/El		This absorbed that thous is a discussional in	As non alongs 155
1	Dotailed D	At Page 4: Rs.	It is observed that there is a discrepancy in	As per clause 1.5.5,
	Detailed E-	21,44,875/-(Rupees	Guarantee issued by any the Earnest Money	the Applicant shall
	Tender Notice	Twenty-One Lakh	Deposit (EMD) amount Nationalized	furnish as part of its
	Clause 3.1.5	Forty-Four Thousand	Scheduled bank in mentioned in the tender	Proposal, an EMD of
	(d) Page No.	Eight Hundred	document. On India in favour of The Pr.	Rs. 21,44,875.00
	22	Seventy-Five Only)	Secretary, Page 4, the EMD is specified as	(Rupees Twenty-One
		in the form of a	Department of Law, Justice & ₹21,44,875/-,	Lakh Forty-Four
		Demand Draft	whereas on Page 22, Legislative Affairs,	Thousand Eight
		(or)Banker's Cheque	GNCTD. mentioned as ₹20.00 Lakhs.	Hundred Seventy-Five
		(or) Banker's Cheque	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Only) Whereas
		(or) Bank Guarantee	Kindly clarify the correct EMD amount to be	
		issued by any	submitted to avoid any ambiguity during the	As per clause 3.1.5.d

		Nationalized/Schedul ed 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	\ T	Y	Mot mouth. The Didd-
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."
3	Past Experienc	e of the PSU EVALUATION	It is requested that Mini Ratna Category	Request not accepted
3	EVALUATIO N CRITERIA B (ii) Page No. 24	CRITERIA The successful bidder will be selected based per two bid system.	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
L	1 05	[<u> </u>	<u></u>	

		The financial Lide will		
		The financial bid will	general norm mandating such a distinction.	
		be opened for bides		
		who are technically	Therefore, it is respectfully submitted that	
		qualified.	Mini Ratna Category PSUs be granted full	
		4.1.75. 4. 1. 1.75.1.	marks for the relevant criteria in the interest	
		4.1 Technical Bid	of fairness and consistency with Industry	
			standards.	
4	4.	Experience in	It is requested that the marks allocated for	Request not accepted.
	EVALUATIO	constructing Green	projects with different GRIHA ratings be	
	N CRITERIA	Building	distributed proportionally between the	
	B (iv)		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.	
	Financial Capa	·		
5	4.	Average Annual	The maximum marks have been allocated for	Request not accepted.
	EVALUATIO	Profit (PBIDT)	organizations with a profit above Rs. 15	
	N CRITERIA	during last three	crore. However, the marks for the subsequent	
	C (ii)	financial years.	profit ranges have not been. distributed	
	Page-24		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.	
			- 11	
			Modification/Suggested:- A more balanced	
			and proportionate marking scheme would	
			ensure fair competition and a level playing	
	D' 'ID'I	, t, t	field for all eligible bidders.	
		Consultancy Fee		<u> </u>
6	1.6.2 Financial	(a) The Consultancy	It is suggested that instead of a fixed lump-	Request not accepted.
	Bid Page No.	fees shall be fixed	sum fee, the consultancy fee should be	
	15	and inclusive of all	reimbursed at actual on percentage basis	
		taxes and levies	applicable during the contract period.	
		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,		

functionaries, of decided by the Land Department depending on the requirement of the project.	e is P
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) PMC's CONTRACT 6.8 (iv) Page No. 56 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. 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.	e is P
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the amount so paid. PMC's Personnel and Sub-Consultants 7 6. CONDITION S OF CONTRACT 6.8 (iv) Page No. 56 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 as Composition of the PMC team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the PMC team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the PMC team shall be a follows: - As per RF table 6.8 (iv) 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 as The general composition of the PMC team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the PMC as composition of the PMC team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the PMC as The general composition of the PMC as composition of the PMC team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the PMC as The project. It could also composition of the PMC team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the PMC as The project. It could also composition of the PMC team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the PMC as The project. It could also composition of the PMC as The project. It could also consist of more team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the project. It could also consist of more team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the project. It could also consist of more team shall be a follows: - As per RF table 6.8 (iv) "However, the exact composition of the project. It could a	e is P
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Settlement of Disputes	
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CONDITION accepted.	
S OF It is requested to consider that disputes However, clau	
CONTRACT between Client and Construction Agency, 6.11.3 is aga	se
6.11.2 (a) shall be taken up by either party for reproduce as under:	
Page No. 58 resolution through Mechanism for "6.11.3 Arbitration Resolution of CPSE's Administrative a) Procedure	
Disputes (AMRCD) as mentioned in the F.	
No Department of Public Enterprises Any Dispute which	iin
05/0003/2019-FTS-10937 dated 14.12.2022. not resolved amicals	iin
within 30 days, to	is bly
The same is enclosed as Annexure-II. same shall be referred.	is bly he

to the Director of the Law Department, Thereироп, the Director, shall appoint 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 ofarbitration shall ordinarily be the Law Department but byagreement ofthe Parties, the arbitration hearings, if required, may beheld 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 bе enforceable in accordance with the provision of the Arbitration Act subject to the rights of the

Segested Clauses 6.14.4 Page no 61 Pag					
Signature Performance during Dispute Resolution Pending the submission on a dispute and will the arbitral award is published, the Parties shall continue to perform their respective obligations under this agreement, without prejudice to a final adjustment in eccordance with such award. Pending shall strictly be observed.					aggrieved parties to
e) Performance during Dispute Resolution Pending the submission of and/or decision on a dispute and until the arbitral oward is published, the Parties shall continue to perform their respective obligations under this agreement, without prejudice to a final accordance with such oward." Size Service PVT. LTD.				7.7	
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Satisfied either solely by the lead partner or jointly by the consortium members."					
Clauses 6.14.4 Clauses 6.14.4 Page no 61 Damages Page no 61 Damages Clauses 6.14.4 Page no 61 Damages Completion of services are stipulated at 0.25% of the consultancy fee per week, subject to a maximum of 10% of the total fee. Carrying out the work as specified shall strictly be observed We therefore request the Authority to kindly Cannot be accepted.				-	
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Page no 61 Damages completion of services are stipulated at 0.25% of the consultancy fee per week, subject to a maximum of 10% of the total fee. The time allowed for carrying out the work as specified shall strictly be observed We therefore request the Authority to kindly Residential Flats at Sector-19, Dwarka, hold significant importance. The request, therefore, cannot be accepted.	2	Clauses 6.14.4	Liquidated		The Judicial Officers'
The time allowed for carrying out the work as specified shall strictly be observed 0.25% of the consultancy fee per week, subject to a maximum of 10% of the total fee. importance. The request, therefore, cannot be accepted.		1	_	· -	
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as specified shall strictly be observed We therefore request the Authority to kindly cannot be accepted.				1 ~	_
strictly be observed We therefore request the Authority to kindly cannot be accepted.			, ,	fee.	F
			•	We therefore required the Anthonity to bindle.	1 '
by the rivic and shall reconsider this clause and revise the			1	· · · · · · · · · · · · · · · · · · ·	·
			by the FIVIC and shall	reconstuer uns clause and revise the	

		be the essence of the	7	
		contract. The work		
		shall, throughout the		
		stipulated period of	• 0.1% of the consultancy fee per week of	
		contract, be		
		processed with all		
		diligence and in the		
		event of failure of		
		PMC to get the work		
		_		
		completed within the	reasonable risk allocation for the Consultant.	
		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.		
3	Clauses 6.14.4	Change of Manpower	As per the RFP, change of manpower is	The Judicial Officers'
	Page no 62		restricted to one time for Key Personnel and	Residential Flats at
		In change of		Sector-19, Dwarka,
		manpower Key	which penalties of Rs.25,000/- and	hold significant
		personnel 1 time.	Rs.5,000/- respectively are applicable.	importance. The
		Other professional 2	13312,000. Toopootivoly are applicable.	- I
		times. c. For any	We kindly request the Authority to	request, therefore,
			we kindly request the Authority to	
	ı	ichange in besti	reconsider this condition and allace allace	cannot be accepted.
]		change in key	reconsider this condition and allow changes	cannot be accepted.
1		personnel more than	in manpower without penalty, provided that	cannot be accepted.
		personnel more than one time after	in manpower without penalty, provided that the replacement personnel possess equal or	cannot be accepted.
		personnel more than one time after confirmation the Law	in manpower without penalty, provided that the replacement personnel possess equal or higher qualifications and relevant experience	cannot be accepted.
		personnel more than one time after confirmation the Law Department will	in manpower without penalty, provided that the replacement personnel possess equal or	cannot be accepted.
		personnel more than one time after confirmation the Law Department will impose a penalty of	in manpower without penalty, provided that the replacement personnel possess equal or higher qualifications and relevant experience as per the RFP requirements.	cannot be accepted.
		personnel more than one time after confirmation the Law Department will impose a penalty of Rs.25,000/- (Rupees	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	cannot be accepted.
		personnel more than one time after confirmation the Law Department will impose a penalty of Rs.25,000/- (Rupees Twenty Five	in manpower without penalty, provided that the replacement personnel possess equal or higher qualifications and relevant experience as per the RFP requirements.	cannot be accepted.
		personnel more than one time after confirmation the Law Department will impose a penalty of Rs.25,000/- (Rupees Twenty Five thousand Only) on	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	cannot be accepted.
		personnel more than one time after confirmation the Law Department will impose a penalty of Rs.25,000/- (Rupees Twenty Five	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	cannot be accepted.
		personnel more than one time after confirmation the Law Department will impose a penalty of Rs.25,000/- (Rupees Twenty Five thousand Only) on	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	cannot be accepted.
		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	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	cannot be accepted.
		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	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	cannot be accepted.
		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	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	cannot be accepted.
		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	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	cannot be accepted.
		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	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	cannot be accepted.
4		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/-	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.	
4		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/- Date of proposal	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. We request you to kindly extend the	The Judicial Officers'
4		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/-	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.	

6)	NBCC		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)	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 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/Schedul ed 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	Period of	The said clauses are having discrepancies	1. Pre-construction
	completion,	Completion:	regarding the duration of Project and	
	Page no. 4	Pre-construction	duration of pre-construction activities. It is	a)Preliminary Survey
	_	stage: 06 months	requested to clarify the same.	and Investigation: 1
		a)Preliminary Survey		Month
		and Investigation: 1		b) Concept ual and Design
		Month		Development: 1
		b) Conceptual		Months
		and Design		c)Submission of
		Development: 1		Detailed Estimate and
		Month		PE :1 Months d) Tenderir
		c)Submission of		g process and award
		Detailed Estimate		of work: 3 Months
		and PE:1 Month		·
		d) Tendering		2. Construction stage:
		process and award		18 months
		of work: 3 Months		2.0
		Construction		3.Operation &
		Construction stage: 18months		Maintenance stage: 24 months
		Tomonus		24 Hours
		Operations &		
		Maintenance stage:24		
		months		
-	Project	Duration of Project:		Duration of Project =
	Summary,	18 months		Pre-construction
	Page no. 19			stage.: 06 months +
				Construction stage: 18
				months + Operation & Maintenance stage: 24
L				months = 48 Months.
	TIME	Pre-construction		Pre-construction Stage
	SCHEDULE,	Stage to be reckoned		to be reckoned from
	Page no. 64	from the 15 th day of		the 15 th day of award
		award of the work i.e.		of the work i.e. issue
		issue of work		of work order/letter of
		order/letter of award. 5 Months		award.
		2 IMIOHHIS		1. Pre-construction
		a) Preliminary		stage.: 06 months
		Survey and		a) Preliminary Survey
		Investigation: 1		and Investigation:
		Month		1 Month b) Conceptual and
		b) Conceptual and		Design Development:
		Design		1 Months
	,	Development: 2		c) Submission of
		Months		Detailed Estimate and
Washington .		c) Submission of		PE :1 Months d) Tendering process
		Detailed Estimate		and award of work:
		and PE :3 Months		3 Months
		d) Tendering		

				A-4
		process and award of work: 6		
	01 106	Months	TPI	Refer para 1.10.6 of
4	Clause 1.10.6,	Performance	The said clauses are having discrepancies	
	Page-17	Guarantee:	regarding the validity period of Performance	RFP at page 17 Performance
			Guarantee. It is requested to clarify the same.	_ [
		The same shall be		
		valid for a period of		
		five years from the		Performance
		date of signing of the		guarantee shall be
		Agreement.		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	PMC will submit		1.For construction period the PMC
	(n), Page no.	Performance		period the PMC shall submit a
	41 4(n).	Guarantee @ 5% of		Performance
		the fees payable to		Guarantee
	The state of the s	PMC in the form of		equivalent to 5% of
		Bank Guarantee		the fees payable, in
		before execution of		the form of a Bank
		agreement, which		Guarantee, in favour
		would be kept valid		of The Secretary,
		up to 1 year after		Law Department
		completion of the		before execution of
		work up to the defect		the Agreement. The
		ability period.		said Guarantee shall
				remain valid until
				one (1) year after
				completion of the
				work, covering the
				Defect Liability
				Period.
				2.During the
		1		Operation &
				Maintenance
				Maintenance

				(O&M) Phase, the
				PMC shall submit a
				Performance
				Guarantee
İ				equivalent to 10%
				1 -
				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	(iv) Experience in in	It is requested to include Indian Green	Request not accepted.
	Evaluation	constructing Green	Building Council (IGBC) ratings as well	Troquest not desoptoti.
	Criteria:	Building	which also provides Green Building	
	Technical Bid,	Max. 5 Marks	Certification.	
	Page No. 24	•		
		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		
6	Clause 5.2.1.4	Marks Specific	If PMC fails to palicyo 4 stor CRUIA	The DMC 14
	(q), Page no.	Responsibilities of	If PMC fails to achieve 4-star GRIHA rating	The PMC shall
	(q), rage no.	PMC	or equivalent a suitable penalty shall be Imposed on PMC. In this regard no	achieve 4-star rating
	-T i	AMAC		in GRIHA however
		q). The PMC has to	additional payment would be made & decision of department will be final and	higher rating are
		ensure project to be	binding.	acceptable.
		registered for	omang.	An man DED 1'''
			The said clauses are having discussed	As per RFP condition.
		obtaining green rating of GRIHA or	The said clauses are having discrepancies	Refer para 6.14.4
		CPWD Ghar rating,	regarding the GRIHA star rating that PMC	liquidated damages SI.
		_	has to achieve for the said Project. It is	No. b – "In addition to
	and the state of t	target should be to achieve 4-star rating	requested to clarify the same.	clause liquidated
		achieve 4-star rating		damages, PMC shall

		in GRIHA however		be liable to pay
		1		damages to the tune of
		higher rating are		2% (two percent) of
		acceptable. If PMC		the consultancy fee
	:	fails to achieve 4-		payable in case
		star GRIHA rating		
		or equivalent a		GRIHA star rating as
		suitable penalty		decided by the Law
		shall be imposed on		Department is not
		PMC. In this regard		achieved. The amount
		no additional		shall be deducted from
		payment would be		each RA bill on pro-
		made & decision of		rata basis and shall be
		department will be		released on
		final and binding		submission of GRIHA
	Clause 6.14.4	In addition to clause		star certification. The
. 1	(b), Page no.	liquidated damages,		Law Department has
	61	PMC shall be liable		decided to achieve
	0.1	to pay damages to the		GRIHA 4 Star
		tune of 2% (two		rating."
		·		
		' '		
		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	PMC shall supervise	Clarification is sought regarding the	1.The appointment of
'	Page No. 42	all the works, check	following:	the Contractor shall
	1 4 6 1 7 7 7	and certify all	1. Appointment of Contractor will be done	be carried out by the
		measurements and	by PMC or Client.	PMC in consultation
		bills and recommend	2. Payment to Contractor will be done by	
			PMC or Client.	Department.
			PIME of Chent.	2. The payment to the
		payment.		1 ' '
				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
O	Ciause 3.3.13,	1110 Day		

	Page No. 44	Department, at its	cost of appointing any individual and/or	Residential Flats at
	Tage No. 44	sole discretion and	organization as it of covered in this RFP,	Residential Flats at Sector-19, Dwarka,
		without assigning any	1	
		" " "	may please be borne from the may deem fit	hold significant
		reasons whatsoever,	to render the whole or part of services	importance. The
		reserves the right to	Project Fund.	request, therefore,
		appoint any		cannot be accepted
		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.		
9	Clause 6.14.4	771	a)and in the event of failure of	The Judicial Officers'
	(a), Page No.	The time allowed for	PMC to get the work completed within the	Residential Flats at
	61.	carrying out the	agreed time schedule, the PMC is liable to	Sector-19, Dwarka,
		work as specified	pay damages to the Law Department in case	hold significant
		shall strictly be	of delay in completion of the project beyond	importance. The
		observed by the	the time limit stipulated, solely attributed to	request, therefore,
		PMC and shall be the	the PMC 0.25% zero point two five percent)	cannot be accepted.
		essence of the	of fee for each week of delay subject to a	
		contract. The work	maximum of 10% (ten percent) of the fee."	
		shall, throughout the		
		stipulated period of	As per industry practice, LD on PMC fee is	
		contract, be	generally levied on the balance/remaining	
		processed with all	work and not on the whole work. Also,	
		diligence and in the	maximum limit of LD is 10% which	
		event of failure of	combined with various other penalties seems	
		PMC to get the work	too stringent.	
		completed within the		
		agreed time	In view of above, the said clause may be	
		schedule, the PMC is	amended as under:	
İ		liable to pay		
		damages to the Law	"and in the event of failure of PMC	
		Department in case	to get the work completed within the agreed	
		of delay in	time schedule, the PMC is liable to pay	
		completion of the	damages to the Law Department in case of	
		project beyond the	delay in completion of the project beyond the	
		time limit stipulated,	time limit stipulated, solely attributed to the	
		solely attributed to	PMC 0.25% (zero-point two five percent) on	
		the PMC @ 0.25%	fee for balance/ remaining work for each	
		(zero point two five	week of delay subject to maximum of 5%	
		percent) on fee for	(five percent) of the fee."	
		each week of delay	ry	
	,	subject to maximum		
		of 10% (ten percent)		
		of the fee.		

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 SI. 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 prorata 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 (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	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.	

	Τ	T		T
		be deducted from the		
		monthly bill for		
		consultancy services:		
12	Clause 4.1	(ii) The Proposed	As per clause 6.8 (iv), 35 nos. of personnel	The Judicial Officers
	Evaluation	PMC Team for	of PMC team is required. It is very difficult	Residential Flats at
	Criteria:	Department of Law	to provide 35 nos. of CVs at this stage of the	Sector-19, Dwarka,
	Technical Bid,	1 *	tender. Therefore, it is requested to provide	hold significant
	Page No. 24	Affairs, GNCTD	the list of key personnel for which CVs are	importance. The
		Delhi:	required to submit along with bid	request, therefore,
			submission.	cannot be accepted.
		Will be decided on	Submission.	camor be accepted.
		the submission of		
		CVs for the proposed		
		staff as per Clause		
		no-6.8(IV)		
13	Clause 6.11.2	<u>````</u>		
13		a) Any dispute,	Clause 6.11.3 is not defined in the RFP:	Clause 6.11.3 is again
	Dispute	difference or	Please define the same.	reproduce as under:
	Resolution,	controversy of		"6.11.3 Arbitration
	Page No. 55	whatever nature		a) Procedure
		howsoever arising		
		under or out of or in	ı	Any Dispute which is
		relation to this		not resolved amicably
		agreement (Including		within 30 days, the
		its Interpretation)		same shall be referred
		between the Parties,		to the Director of the
		and so notified in		Law Department.
		writing by either		There upon, the
		Party to the other		Director, shall appoint
		Party (the "Dispute)		a sole arbitrator
		shall, in the first		within thirty days. The
		instance, attempted to		proceedings of the
		be resolved amicably		arbitrations shall be
		in accordance with		conducted as per
		the conciliation		Arbitration
		procedure set forth in		&Conciliation Act
		Clause 6.11.3.		1996.
		- Victoria		b) Place of
				Arbitration
				The place of
				arbitration shall
	j		Target and the second	ordinarily be the Law
				Department but by
				-
				agreement of the Parties, the arbitration
				l l
				hearings, if required,
				may be held
				elsewhere.
				.\ 17:r.r.r
				c) English Language
THE REAL PROPERTY OF THE PERSON OF THE PERSO				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 upor the parties and shal
				be enforceable in
	- Indiana de la companya de la companya de la companya de la companya de la companya de la companya de la comp			accordance with the
				provision of the
				Arbitration Act subject
				to the rights of th
				aggrieved parties t
				secure relief from an
	THE STATE OF THE S			higher forum.
				-
				e) Performance
				during Disput
				Resolution
				Pending th
				submission of and/o
				decision on a disput and until the arbitra
				award is published the Parties sha
				continue to perfort
				their respectiv
				obligations under th
				agreement, withou
				prejudice to a find
				adjustment
				accordance with suc
				award."
14	Table: The	Estimated Cost of	•	The estimated project
	brief details of	project (for which	cost of project is inclusive of GST or not.	cost is Rs. 171.5 Crores which
	the work, Page no. 8	PMC is sought) is Rs.171.59 Crores.		Crores which inclusive of GST.
15	no. 8 Clause 6.15		(a) Pre-Construction Phase: 25% of the fees.	
-	Payment	6.15.1 Payment	payment milestone during pre-construction	6.15.1 Payment
	Terms to	Milestones:	phase shall be as follows:	Milestones:
	1 011110 00			The Law

PMC, Page No. 63

Department shall make the payments against the invoices raised by the PMC in accordance with payment milestone within 30 days from the date of submission of the respective invoice except where there is objection an disagreement on the bill by the Law Department:

- a) PreConstruction
 Phase: 25% of
 the fees,
 Payment
 milestone
 during preconstruction
 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, le. 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 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 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:		the fees.
		10% of the fees.		Th. I. I. I. O
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.		
orm.	4.! 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) 03Architect&Above-2 Marks Less than 3nos 0 Marks	Architect on roll/Empanelment (B.Tech./B.E.& Above) 03Architect&Above-2 Marks Less than 3nos 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	follows: (i) One number Chief Project Manager/official at least of level of E-5/E-4 of Civil Engineering Discipline.	1

		(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 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.	Request not accepted.
5	6.14.4 (e)	Liquidated Damages	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. The clause may be deleted.	Request not accepted.

	k) TIME SCHEDULE:	I. O&M shall be started after completion of DLP,	Duration of Project =
	k) Tivie scriedoes.	please confirm.	Pre-construction stage.:
	Defect liability period	product community	06 months +
	shall be 12 months	2. The price bid for O&M shall be quoted	Construction stage: 18
	from the date of	separately as it is beyond the scope of PMC work.	months + Operation &
	handing over of the	Kindly confirm.	•
	buildings, with all		Maintenance stage: 24
	allied services		months = 48 Months.
	completed in all		D 0 4 11 1 1114 1 1 1
	respects, to Department		Defect liability period
	of Law Justice &		is of one year from
	Legislative Affairs,		the date of actual
	GNCTD Delhi.		completion of the
			work. However,
	Total time frame of		maintenance and
	O&M period shall be		operation and
	24 months.		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	PSU shall be responsible for Obtaining necessary	All statutory approvals
1.6.2 (e)	the Government/Local	Statutory Approvals Clearances/Certificates from	for both
	Bodies for getting	the concerned Local Bodies Permission &	commencement of
	necessary	Statutory Authorities like Municipal	construction work of
	approvals/sanctions, as	Corporation/Development Authority, Town	the project and
	envisaged in the scope	Planning Board, Electricity Board Fire	1 -
	of Architect, will be	Department, State Central Pollution Control	occupancy certificate
	separately borne by the	Boards, State Central Environmental Authorities	before handover of the
	PMC as per actual.	etc. As applicable including obtaining Building	Judicial Officers Flats
		Completion/Occupancy Certificates & Clearances	at Sector-19, Dwarka
		for completed Buildings and facilities before	shall be obtain by
		handing over the same to GNCTD for putting	PMC including all
		them to functional use.	statutory approval.
		or o c u	However, the fees for
		The fee for all statutory approvals shall be paid by GNCTD and no service charges will be paid	statutory approval
		for same.	shall be paid by the
		for same.	Department of LJ &
			LA on production of
			receipt.
5.2.1.	Responsibilities of the	5.2.1. Responsibilities of the PMC	The Tender/RFP for
	PMC	5.2.1.1 Selection of Architect/Design Consultant	hiring consultant for
			architect/design shall
	5.2.1.1 Selection of	_	be called by
	Architect/Design	Consultant by open competitive bid as per	
	Consultant	standard practice.	consultation of the
	The PMC will select		Department of Law
1	the Architect / Design		Justice & Legislative
	Consultant, in		Affairs.
	Consultant, in		
	coordination with and		Allairs.
	•		Allairs.

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		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			
	Technical	Civil Engineers-101 &		The Judicial Officers'
	Manpower	above (4 marks), 50- 100 (2 marks), <50 (0 marks)	Disproportionate weightage with inflated staff strength. Modification as required: - Manpower count	Residential Flats at Sector-19, Dwarka, hold significant
		Electrical Engineers-51 & above (2 marks), 30- 50 (1 mark), <30 (0 marks)	must be relevant to project scope, not arbitrary. PMC service requires qualified leadership, not excessive manpower headcount	importance. The request, therefore, cannot be accepted.
		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.	Request not accepted.
			Modification as required: - Once bidder is empaneled/qualified, requiring CV scoring is duplication. Enables subjectivity and bias.	
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.

5	Experience in constructing Green Building	excellent/ per year I Marks Very Good- For each very good / per year 0.5 Marks Good- for each good / per year 0.25 Marks Max. 5 Marks 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	Modification as required: - Extraneous condition-MOU ratings are internal administrative performance, not a measure of PMC project capability. 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			
2	Clause 1.2 Clause 2.3 (page 6) & 2.5.5 (page 10)	Estimated Cost of project (for which PMC is sought) is Rs.171.59 Crores. 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	Prebid queries: - It is requested to kindly confirm whether estimate cost is inclusive of GST or not. 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.	The estimated project cost is Rs. 171.59 Crores which is inclusive 18% GST. 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,
		India in favour of" The Pr. Secretary, Department of Law, Justice & Legislative Affairs, GNCTD".		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

	1	1		
				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	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)	of the following. 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.

			analysass in different fields	
		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 Tum 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	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	hold significant importance. The request, therefore,
		(B. Tech./B.E. &	40 Engineers- 2 Marks Less Than 20 Engineers-0	cannot be accepted.

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		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)	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)	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)	02 Architect & Above-2 Marks 01 Architect -0 Marks	cannot be accepted.
		03 Architect & Above- 2 Marks Less Than 3 Nos0 Marks	Prebid queries: - Since in this project, project architect is required to be e appointed through tender at n later stage, hence it is requested to delete these criteria or allow the diploma architect also min architect.	
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	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.	Request not accepted.
		Law Department, at the cost to be borne by PMC.	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.	
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.

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