

Pre Bid Meeting Held On 21/05/12 (Queries of tenderers & clarifications of NABI)

| Sr. No | Name of PSU | Clause No. | Query | Clarification from NABI |
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| 1. | RITES LIMITED | 4.1 | Extra fee should be paid to PMC as mutually agreed between NABI and PMC for the services provided by the PMC on account of failure of the Architect. | The services performed by the PMC on behalf of Architect will be reimbursed to PMC on the same rates as payable to the Architect. |
| | | 4.2.2 | As per Clause 3.1.10 of the Annexure-1, Architect is responsible structural design and soundness of the work. If required, the PMC can get the structural design checked from a govt. engineering college and the expenses incurred will be reimbursed by NABI. | PMC will be responsible for checking the structural designs prepared by Architect. The designs can be checked by the PMC either in house or through a third party like IIT/NIT/PEC or other reputed engineering colleges. In case of third party check the fee shall be borne by NABI as per actuals. |
| | | 4.2.2 | The cost estimates have to be prepared by Architect as per clause 3.1.10 of the Annexure-1, PMC shall scrutinise the cost estimates | PMC will check the detailed estimates prepared by Architect. |
| | | 4.2.3 | In chapter-7, Clause-5 the time for construction is given as 48 months. NABI may clarify about the correct construction period. | The construction period is 36 months with DLP of 12 months. The total period of the entire project is therefore 48 months. |
| | | 4.2.3 | The concerned contractor has to be made responsible to get all NOCs and connections for services, for which a clause has to be incorporated in the tender documents. PMC will only facilitate to get the connections. | The PMC shall have the overall responsibility of getting the NOC's/connections etc from appropriate authorities. PMC may include this work in the scope of respective contractors but will ensure that all power ,water ,sewer or other such connections or clearances all obtained well in time before handing over the buildings & services to NABI. |
| | | 4.2.3 | The cost of the arbitration/ Litigation shall be borne by PMC only against claims attributable to gross negligence of PMC. | The arbitration cost and award shall be borne by PMC for reasons attributable to the PMC .The |

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| | | 4.2.4 | <p>It will be advisable to incorporate an item of AMC in the tender documents so that the specialized agency engaged by the contractor can be retained by him for a year or whatever period is mentioned in the item. Thereafter, NABI can call fresh tenders for the AMC.</p> | <p>decision of NABI in this regard will be final and binding. However expenditure during the arbitration proceedings can be met from the project funds with the approval of NABI.</p> |
| | | 4.3 & 4.5 | <p>PMC will not spend its own funds for the project. The same has also been mentioned in Para 4.3 also. As such, the clause needs to be amended suitably. Funds for the work can be released as advance on quarterly basis on receipt of utilization certificate from PMC .The last advance to be released at the beginning of last quarter. The advances will be adjusted on submission of account statement for settlement of accounts after the work has been completed and all the final bills and security deposits released to the contractor. The clause may be amended suitably.</p> | <p>All warranties and guarantees on equipments/fixtures etc procured by the contractors shall be in the name of NABI and appropriate clauses will be inserted in the tender documents by PMC in this regard. For specialised works like lifts ,air conditioning, DG sets, power substations ,fire fighting etc a 3/5 year operation and maintenance provision may be included in the tender documents by PMC with the stipulation that after handing over of these works NABI shall enter into a supplementary agreement for operation and maintenance with the contractors on same terms and conditions.</p> <p>Yes PMC will not spend its own funds for the project. The clause will be amended accordingly.</p> |

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| | | | Nothing has been mentioned about the release of EMD for both successful & unsuccessful bidders. The same may be clarified. | EMD of the unsuccessful bidders shall be released within 10 days of opening of the financial bids. The EMD of the successful bidder will be refunded along with the release of the first instalment of the advance deposit by NABI. |
| 2 | Engineers India Limited | <p>Service Connections Clause 4.23</p> <p>Post Construction Stage Clause 4.2.4</p> <p>Free for</p> | <p>The clause reads as follows:</p> <p>PMC shall get all connections for services like power, water and sewer from local authorities etc. required for occupancy of the building.</p> <p>We propose that all service connections like power, water sewer etc. from local authorities required for occupancy shall be got done through appointed contractors with the assistance of architect and PMC</p> <p>The clause reads as follows:</p> <p>Provide all documents/reports/statements of facts/counter statements of facts setting Audit / CTE's observations and arbitration cases etc. including attending the hearing as and when required by the NABI and providing necessary support as may be required by the NABI from time to time</p> <p>We propose that all the mentioned services shall be provided within the Defect Liability period only</p> <p>As per the conditions mentioned The fee for PMC</p> | <p>Already clarified above.</p> <p>The liability of the PMC shall continue till the settlement of Audit/CTE observations and Arbitration proceedings. The existing provisions as per Article 16 will remain unchanged.</p> |

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| | | <p>PMC services Clause 6.1</p> <p>Stages of Payment of PMC fee</p> <p>Stages of Payment of PMC fee S. No 6 of Clause 6.5</p> <p>Submission of proof of payment of Levies & Taxes</p> <p>Article 16: Cession of PMC's</p> | <p>for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently subject to provisions under clause 6.6 for Additions and Alterations.</p> <p>We request that if the covered area decreases by more than 25% of 471000 sqft, the fee structure shall be revised and mutually agreed.</p> <p>We propose that payment shall be made on progressive basis based on detailed billing schedule to be mutually agreed during kick off meeting.</p> <p>The clause reads as follows:</p> <p>Balance payment on cessation of PMC's responsibilities under Article 16 of General terms & conditions of Contract.</p> <p>We propose that the above payment shall be released after submission of Bank Guarantee for equivalent amount.</p> <p>In line with 4 of Service Tax, we propose not to furnish any proof for payment of taxes/levies. However PMC shall submit taxable invoices.</p> <p>We request to delete the following:</p> <p>And settlement of arbitrations/disputes (If any) whichever occurs later from the 3rd line.</p> | <p>Agreed to by NABI with the condition that the downward or upward revision shall be applicable if the area increases or decreases by 25%.</p> <p>The stages of the payment of the PMC fee shall remain same as stipulated in the tender document.</p> <p>This will be considered and decision will be included in the revised tender documents.</p> <p>Taxable invoices will be accepted as proof of payment.</p> |
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| | | Responsibilities | We propose that liabilities & guarantees of PMC shall be ceased at the defect liability period of one year. | Not agreed and the conditions shall stay the same as in the tender document. |
| | | Article 4.2.3 | We propose that the PMC shall not bear any cost of arbitration/ litigation against any contractors/vendors/ suppliers etc. with whom it has entered into contracts on behalf of NABI. NABI shall bear the cost of the arbitration /litigation, If any, together with the cost incurred by the PMC in defending such arbitration /litigation. | Already clarified above. |
| | | Force Majeure Article 10.3 | We request to add the following at the end of the existing clause: “The parties agree herein that in the event of the Force Majeure conditions, the period of the Contract shall be extended accordingly for the duration/period for which such conditions exist.” | This is logical after Force Majeure conditions. It will be added in the revised tender documents. |
| | | Issue of VAT No. to contractors/vendors/suppliers | We request that issuing the VAT No. to contractors/vendors/ suppliers shall be in the scope of NABI and deductions shall be made from the project escrow account. | No this will be in PMC scope of work. |

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| 3. | Ircon Infrastructure & Services Limited | (i) | From the documents, it is not clear as to who will bear cost of advertisements in newspapers etc. required for tendering? | NABI shall bear the cost of advertising the NIT in newspapers or any other media . |
| | | (ii) | As to who will bear the cost of statutory fee etc. towards getting connections for various services, other fees for obtaining completion certificate from concerned authorities. | NABI shall bear the cost of statutory fees etc payable as already indicated in the tender documents. |
| | | (iii) | It has been stated in clause no. 4.2.3 (Last Para) that the cost of arbitration/litigation, if any, shall be borne by PMC. It is construed that above cost shall include only staff costs of PMC and whereas fees payable to arbitrators/conciliators, advocates & other legal fees along with arbitration award payable to any contractor (if any) on settlement of arbitration/ litigation shall be reimbursed by NABI | Already clarified above. |
| | | (iv) | As per clause no. 4.3, final payment (except advance) will be on reimbursement basis instead of utilization certificate. It is understood that in case, payments to contractors is due in final payments, the same is required to be paid firstly by PMC and the same then shall be reimbursed by NABI. This will certainly involve financing costs and will not be possible for PMC to pay the amount from their fee amount which may be a small amount as compared to payable amount to the Contractor. We therefore propose that final payments to contractor shall be released only after checking by NABI. We suggest to amend this clause. | Already clarified above. |

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| | | (v) | Draft master plan may please be provided to enable us to prepare our technical proposal. | The draft master plan shall be uploaded on the website of NABI for information. |
| 4. | National Building construction corporation limited | 5 | <p>As per tender document clause no 5 at page 26 contract period mentioned 60 months (48 months for construction and 12 months for defect liability period) whereas as per clause no 4.7 at page 16 it is 36 months. Need clarifications.</p> <p>The scope of work as per Annexure-I referred at page 2 not found enclosed with the tender documents. Request to furnish the same.</p> <p>Request to consider the EMD of Rs. 5.00 lacs in the shape of Bank Guarantee against demand draft.</p> <p>Whether the Technical bid will be opened on 15.05.2012 or at later date please confirm the same.</p> | <p>The same has been clarified above. The construction period shall be 36 months and 12 months for the DLP.</p> <p>The same has been provided. NABI shall further share with the PSU's the stages for the payment of Architect's fees.</p> <p>This will be considered and decision will be included in the revised tender documents.</p> <p>As requested by all the present PSUs technical bids shall now be opened on 15th June at 1530 hrs and the date and time of presentation for the eligible and shortlisted PSU's shall be intimated later.</p> |

Apart from the above M/s EIL requested the following changes/amendments in the terms and conditions of the contract.

| Sr. No. | EIL proposal | NABI's decision |
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| 1.1 | <p>Commercial</p> <p>a) Upon award of work NABI shall issue Power of Attorney to PMC for execution of the project as PMC on deposit concept.</p> <p>b) For all statutory requirements NABI shall function as OWNER/Principal Employer" and sign Form V.</p> <p>c) A bank account shall be opened in any of the Nationalized Banks in the name of "PMC_NABI" saving fund account for the subject project. This will serve as the project escrow account for executing the deposit work.</p> <p>d) The disbursement of project funds by NABI shall be made by transfer of funds required in proportion to the work to be done during the next year, as required by NABI from time to time.</p> <p>e) PMC shall not finance the project at any stage/assume liability in the form of execution or commitment. All expenditures</p> | <p>This can be done on the request of PMC after its appointment.</p> <p>NABI will sign as owners on the drawings and application etc for submission to local govt authorities. However for execution of works PMC will be responsible as Principal Employer.</p> <p>This is already covered in the tender documents and will be further elaborated.</p> <p>As stated above at c</p> <p>Already covered in the tender documents.</p> |

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| | <p>on this account shall be borne by NABI.</p> <p>f) NABI shall separately authorize PMC to appropriately invest surplus fund lying in the project account in income generating schemes deemed fit by PMC. Additional income shall be credited to the project escrow account.</p> <p>g) NABI shall provide their TAN/PAN nos. to PMC . PMC shall be authorized to deduct various statutory deductions from the contractor's invoices and deposit in Government account using these numbers. A report in this regard shall be provided to NABI periodically.</p> <p>h) Any subsequent expenditure shall be replenished in the project escrow account on submission of periodic certified accounts by PMC. This reimbursable expenditure statement shall also include interest bearing mobilization advance(s) paid to the contractor (s) [the mobilisation advance paid to the contractor shall not exceed 10% (ten present) of value of work of respective contractors].</p> <p>(i) On completion of the work, the accounts</p> | <p>PMC will be expected to ask for funds which are required in next 2-3 months. Funds will be kept in project account only. Surplus money can be kept as fixed deposit in this account .</p> <p>PMC will provide TAN/PAN numbers. NABI will require only utilisation certificates every year.</p> <p>This is already covered in tender documents.</p> |
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| | <p>of the work shall be closed and a final statement shall be submitted for settlement, along with refund of excess deposit received. If any, audited by PMC's in-house Chartered Accountant. NABI reserves the right to get the work and payments made checked and audited by its own officers or an independent government/private agency.</p> <p>(j) NABI shall not deduct any TDS towards deposit of project fund into the Project escrow account.</p> <p>(k) If in the interest of work, any items of materials are required to be procured much advance, any extra amount required for the purpose shall be decided by PMC in consultation with NABI. NABI shall endeavour to release all such amounts immediately in demand to the project escrow account.</p> <p>(l) Any claim arising out of foreclosing of contracts shall also be borne by NABI. PMC shall be fully authorized to amicably settle all the claims, the fee for consultants and the specialists and make payment, and draw its own fee out of the amount advanced for the Project Expenditure.</p> | <p>Already covered in tender documents.</p> <p>No TDS on advance payments will be deducted unless it is required as per laws.</p> <p>Already covered in tender documents.</p> <p>In case of foreclosing of contracts the provisions in the contracts between PMC & contractor will be applicable.</p> <p>Already covered in tender documents.</p> |
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| | <p>m) Penalty, if any, levied on the Contractors will go to the “PMC _NABI” Account.</p> <p>(n) NABI shall reimburse the cost of VAT/any other tax (including the purchase tax, consignment tax, or any other similar tax in force in the state concerned), if any, on completed work, if levied by the authorities in the state. In all such cases NABI shall be consignee.</p> <p>(o) For dispute resolution, PMC services shall be limited to providing technical clarifications only, while any legal clarification shall be provided by NABI.</p> <p>(p) NABI shall reimburse the expenditure towards appointment of arbitrator and other expenses including cost of any arbitration including award or the cost as a result of any direction of any arbitrator/court in respect of the work done or to be done by the Contractor(s). This expenditure and the award value shall be released from the project escrow account.</p> <p>(q) During arbitration, NABI shall reimburse expenditure towards cost of PMC efforts.</p> | <p>This aspect is already covered in tender documents.</p> <p>PMC is fully responsible for technical and legal clarifications if required as already covered in tender documents.</p> <p>This issue has already been dealt above.</p> <p>This is a part of PMC work as per tender documents. No extra payment to PMC is admissible.</p> <p>Already covered in tender documents.</p> |
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| | <p>(r) The project estimate is expected to include 3% towards contingencies and estimated escalation upto completion of construction works. During award/execution of the work, if this cost exceeds by more than 10% (ten percent). PMC shall prepare revised estimate to NABI and obtain its prior approval before award /incurring further expenses. PMC shall also furnish full details and justifications supported by reasons for anticipated excess of expenditure on works over the initial anticipated cost, as given above.</p> <p>(s) Tender(s) for execution of construction works shall be invited by PMC by publishing NIT in the press. Award of contract(s) shall be in accordance with laid down “Tendering Procedure” of PMC as per CVC guidelines. Copy of tendering procedure shall be submitted to NABI for information/comments. Cost if NIT shall be booked in the project account.</p> <p>(t) PMC shall continue with the tendering activities during the study/approval of Master Plan stage/EIA clearance stage to save time. However, any delay in approval shall be considered for extension of time. PMC shall be suitably compensated in case the above delay in approval leads to</p> | <p>This issue has already been dealt above.</p> <p>PMC is responsible for overall management including obtaining municipal approvals and execution of works to ensure timely completion of work as already stated in tender documents.</p> |
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| | <p>retendering.</p> <p>(u) PMC shall make Contractor(s) responsible for rectification of any defect within the warranty period, which shall be for a period of 12 months from the date of handling over any building service or part of the project including utilities. Security deposit of the contractor shall be refunded only after expiry of warranty period and rectification of defects and certification of the same from the owner.</p> <p>(v) Defects observed or brought to the notice of PMC during the aforesaid defect liability period shall be rectified by PMC through the contractors at their cost and expenses.</p> <p>(w) PMC shall, unless otherwise specified, be fully authorized for procurement of all materials and services for the construction as contemplated by the agreement.</p> <p>(x) PMC shall follow the standard CPWD specification and the latest B.I.S codes and other codes of practice as corrected up to date of signing of this agreement.</p> <p>(y) Any delay in meeting the OWNER's obligations shall be communicated by PMC</p> | <p>Already covered in tender documents.</p> <p>Same as above at (u)</p> <p>Already covered in tender documents.</p> <p>PMC has to follow its own procedures as per Govt norms as stated in tender.</p> <p>Already covered in tender documents.</p> <p>This mechanism can be decided after PMC is appointed .</p> |
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| | <p>which shall be suitably considered during extension of time to PMC by NABI.</p> <p>(z) NABI shall constitute a joint committee of NABI & PMC for monthly monitoring and review of the construction activities during execution.</p> | |
| 1.2 | <p>Financial</p> <p>a) Bid validity period Is 90 days from the date of submission.</p> <p>b) Entire front pertaining to the scope of work shall be released within 15 days from date of award, including all inputs to take up tendering.</p> <p>(c) For any change in project schedule for reasons not solely attributable to PMC, additional compensation would be made to PMC. In the event of non-execution/deferment/modification of scheme in full or part of the works planned/in different stages of planning, the fee till the next milestone shall become due.</p> <p>(d) In the event of suspension of services for the reasons not attributable to PMC, the</p> | <p>This will be added in tender documents.</p> <p>The site of work is already available. Other inputs have to be created by PMC.</p> <p>PMC fee up to the stage of work done is payable as per contract in case of pre closure. No other payment is payable.</p> <p>As covered above.</p> |

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| | <p>cost & time impact shall be to NABI account.</p> <p>(e) No security deposit shall be furnished and no cash deduction shall be made PMC's monthly RA bills.</p> <p>(f) A maximum of 3 tenders have been envisaged in the proposal. In case of retendering and any extra tendering, actual cost of retendering /extra tendering shall be reimbursed to PMC.</p> <p>(g) Actual expenditure incurred for publishing NIT in media. Preparations of models and auto-videos presentations and walk-thoughts shall not be paid from PMC fees but shall be borne by NABI and expended from project escrow account.</p> <p>(h) Payment fees shall be made within 15 days of receipt of PMC invoices. Certificates towards statutory deductions shall be provided along with the payments.</p> | <p>Payment terms as per tender will be followed.</p> <p>No , the pre and post tender work is PMC responsibility. Nothing extra is payable.</p> <p>Already clarified above.</p> <p>Already covered in tender documents.</p> |
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