

S. No.	Section No./ Clause No.	Original Clause	Clarifications Sought/Suggestions	Clarification
1.	Page 1	<p>Similar Nature of Work</p> <p>a. Similar work means providing TPQA Services for Institutional buildings campus/ Infrastructure Development Works in Govt. Departments/PSUs/Autonomous Bodies, having Project Cost of at least 100 Crores, in the last seven years, ending on previous day of last date of submission of tender. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.</p>	<p>To encourage fair competition and facilitate a wider pool of eligible bidders, we kindly request an amendment to the bidding criteria as follows</p> <p>Similar work means providing TPQA/PMC/SQC Services for Institutional buildings campus/ Infrastructure Development Works in Govt. Departments/PSUs/Autonomous Bodies, having Project Cost of at least 100 Crores, in the last seven years, ending on previous day of last date of submission of tender. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.</p>	<p>TPQA and Supervision & Quality Control services shall be considered as similar work.</p>
2.	General	<p>Force Majeure – Definition and other clauses.</p>	<ul style="list-style-type: none"> • Kindly confirm the clause related to the force majeure • Further We request Client to include below conditions in the Force Majeure definition: “ Pandemic, epidemics, any other catastrophic unforeseeable, circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation” <p>We further request Client to kindly include a mandatory notice period of 30 days before termination of contract under said clause. Kindly consider.</p>	<p>Can't be considered.</p>

3.	General	Termination by Consultant	<p>We understand that 'Third Party Consultant' have the right to terminate the Contract agreement as under: <i>"The Third-Party Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer"; "In case Client fails to pay any money due to the Consultants pursuant to the Contract within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue"</i></p> <ul style="list-style-type: none"> • We further request Client to kindly include a mandatory notice period of 30 days before termination of contract. • We request Client to kindly allow equal rights to TPQA Consultant regarding Termination of Contract • We understand that In the event of termination of the contract due to any reason, except in cases where the termination is due to the Consultant default, the Client will be responsible for paying all outstanding amounts due to the Consultant/Service Provider, Kindly Confirm 	Can't be considered however in the case of termination of contract all outstanding amounts due to the Consultant/Service Provider shall be paid by the client.
4.	General	Limitation of TPQA Liability	<p>We understand that maximum liability of the TPQA Consultant against the performance of its services under this contract shall be limited to 100% of the contract order value, under any circumstances. Please Confirm</p>	Yes.
5.	Page 7	Scope of Work Testing	<ol style="list-style-type: none"> 1. We understand that contractor has to setup the testing laboratory. TPQA shall only witness testing at contractor's laboratories. In case, any additional testing is required to be performed at site / site lab of contractor, all associated expenses including sampling, transportation and material testing charges shall be borne by the client. Kindly confirm 2. Kindly confirm whether testing of material & construction works shall be done in Contractor's laboratory or any accredited laboratory. 3. We understand that the Contractor will setup and operate the concrete Testing Laboratory, TPQA shall only witness testing at contractor's 	<ol style="list-style-type: none"> 1. As per clause 5.7 (e) of the tender document the TPQA shall verify whether the quality of work is in accordance with contract specifications. This verification is to be implemented through independent materials testing of at least 10% of mandatory tests requirement, the cost of which shall be borne by the TPQA agency. 2. Testing of material & construction works shall be done in both Contractor's laboratory and any accredited laboratory as per availability of test equipments. 3. Scope of the TPQA shall be as per tender document and CPWD Quality Assurance Manual for Building Works-2022 as specified in Clause 5.4 of the

			laboratories. In case PMC required 4. We further understand that INDEPENDENT testing of material & construction works shall be done in contractor's laboratory & related cost shall be borne by the Contractor. Kindly confirm	tender document. 4. As mentioned in Clause 5.7 (e) of the tender document the cost of independent testing shall be borne by the TPQA agency.						
6.	Page No 7	Scope of Work To carry out Comprehensive Technical Audit by a group of professors of nearby NIT/IIT or by Professional Bodies like CBRI, CRR. The TQPA should have the capability to carry out the job on its own strengths (in terms of skilled manpower, equipment, technical skills etc.) with adequate logistical support at the project location.	We understand all the expenses to carry out the comprehensive audit will be borne by the client, Kindly confirm	Cost of comprehensive audit will be borne by the TPQA agency.						
7.	General	Indemnity	We understand that the limit the "TPQA Liability to indemnify Client" under any circumstances is upto the 100% of their contract value. Kindly confirm	Not considered in the tender document.						
8.	General	Liquidated Damages/Penalties	<ul style="list-style-type: none"> Kindly provide clause related to limitation of Penalty/LD applicable on TPQA Consultant. However, in general we understand that maximum amount of LD/Penalty applicable on TPQA Consultant shall be limited upto 5% of their Contract order value. Kindly confirm We also request you kindly confirm the maximum penalty that can be imposed on the consultant in any case. 	As per Clause of 5.11 of the tender document, 5% of the due amount of TPQA during the month shall be deducted from TPQA for not carrying out inspection and preparation of details, required for work. Rest all the terms and conditions shall be as per CPWD Quality Assurance Manual for Building Works-2022.						
9.	General	Key Experts Qualification / Job Specification	We Request you to please provide the eligibility criteria of the following key experts so that we can find the best relevant experts for the project <table border="1"> <thead> <tr> <th>Position/ Expert</th> <th>Qualification</th> <th>Years of Experience and job specification</th> </tr> </thead> <tbody> <tr> <td>Team Leader (Civil/Structural Engineer)</td> <td>??</td> <td>??</td> </tr> </tbody> </table>	Position/ Expert	Qualification	Years of Experience and job specification	Team Leader (Civil/Structural Engineer)	??	??	Qualification has already been mentioned in the positions/ expert column of the Clause 5.12 of the tender document. All the deployed personnel should have at least this qualification. There are no fixed years of experience however; all the deployed personnel should have experience of executing TPQA/ SQC earlier.
Position/ Expert	Qualification	Years of Experience and job specification								
Team Leader (Civil/Structural Engineer)	??	??								

			Material Testing Expert/Engineer	??	??
			Electrical/Mechanical Engineer	??	??
			Environment, Construction Safety & Health Expert	??	??
10.	Page No. 9, Clause 5.12	List of Key Experts: - deployment	We understand that the key expert deployment at site will be on fulltime basis. i.e. for 27 Months. Kindly confirm.		As mentioned in Sr. no. 2 of Clause 5.11 Regular inspection shall be done at least once in a quarter. In case of any specific activity or if considered necessary by CUHP, additional periodic inspection shall be carried out.
11.	General	Technical Bid Format	We request you to kindly provide the bid formats so that the entire prospective bidder is align on the same page. Kindly consider		There is no particular technical bid format; technical evaluation shall be done on the basis of criteria/documents mentioned in the Clause 4 of the tender document.
12.	General	Technical Bid - Experts CV	Kindly confirm if the bidders are required to submit the CV along with the technical Bid.		It is not compulsory to submit the CVs. Submission of CVs are required by the L1 bidder only.
13.	Page 8; Clause 5.9	Time period of Contract:	We understand that the contract shall expire by the end of stipulated contract period of 27 Months, In case of deployment of consultant team beyond stipulated contract period, the client shall extend the work order mutually with suitable escalation against quoted Man Month Rates & out of pocket expenses.		No escalation clause shall be there. As mentioned in clause 5.9 of the tender document "in case of delay in completion due to any reason, nothing extra shall be payable..
14.	Page 9	Payment Schedule	<ol style="list-style-type: none"> 1. We understand that "credit period", i.e. in how many days due payment shall be released to consultant after their invoice submission, shall be 30 days. Kindly confirm. 2. Our understanding is that the consultant is expected to submit monthly invoices to the client for the services rendered and will receive payment on a monthly basis Please confirm 		<ol style="list-style-type: none"> 1. Generally payment gets released within a month after processing of bills however; the payment may get delayed due to different administrative reasons. 2. Payment shall be as per Clause 5.11. of Tender Document.
15.	General	Jurisdiction	We request Client to kindly allow Courts of Mumbai to have exclusive jurisdiction over the matter. Kindly consider		No, as specified in Clause 5.20 Jurisdiction shall be the courts of Dharamshala at Distt-Kangra (H.P).

16.	General	Dispute Resolution & Arbitration Process	<ul style="list-style-type: none"> For Arbitration purpose, we request Client to kindly allow Arbitration as per Indian Arbitration and Conciliation act 1996 & appointment of "Sole & independent Arbitrator" by both the parties mutually. Kindly consider. We also request Client for allowing the seats of Arbitration at the exclusive Courts of Mumbai & propose for Jurisdiction of courts of Mumbai We also request Client to kindly confirm venue of Arbitration 	<ul style="list-style-type: none"> Can't be considered. Can't be considered. Venue of arbitration shall be CUHP Campus Dharamshala
17.	General	Insurance Requirement	We request Client to kindly confirm the requirement of Insurance for TPQA	Insurance should be as per present Labour/Government of India Rules.
18.	General	Bid submission due date	We understand that suitable time gap shall be provided to the bidders after the minutes of meeting/ clarification of queries are provided. In such case, kindly postpone the date of submission by 3 weeks from the date of receipt of clarifications from the client. Please confirm	As the construction work at Dehra site has already started it is possible to postpone the date of submission of tender at most by 02 weeks only.
19.		Similar work means providing TPQA services for Institutional building campuses/Infrastructure Development works in Govt. Department/PSUs/Autonomous Bodies, having Project Cost of at least 100 Crores, in the last seven years, ending on previous day of last date of submission of tender.	<p>Please clarify, can we submit supervision and quality control and Project management consultancy work project certificate in Institutional building campus/Infrastructure Development Works in Govt. Department/PSUs/Autonomous Bodies, having Project Cost of at least 100 Crores, in the last seven years, ending on previous day of last date of submission of tender.</p> <p>As TPQA means Third Party Quality Assurance likewise SQC means Supervision and quality control and PMC means Project management consultancy.</p>	Yes, you can submit SQC certificate in Institutional building campus/Infrastructure Development Works in Govt. Department/PSUs/Autonomous Bodies.
20.		Tender Value- 50 Lakhs	Please let us know the total project cost.	Total project cost is approximately Rs. 250 crores.
21.		Third party quality audit is required to be carried out preferably once every three months.	Please clarify the fact as once every month quality assurance cannot be done in RCC structure. It must be done for the entire project period.	As stated in clause 5.11 (2) of the tender document Regular inspection shall be done at least once in a quarter. In case of any specific activity or if considered necessary by CUHP, additional periodic inspection shall be carried out. Hence, in the case of RCC structure additional periodic inspections may have to be carried out

22.	Page no 8 , point 'e'	The TPQA shall verify whether the quality of work is in accordance with contract specifications. This verification is to be implemented through independent materials testing of at least 10% of mandatory tests requirement, the cost of which shall be borne by the TPQA agency. The TPQA shall verify actual implementation of QAP and carry out safety audit for both design and construction stage.	Since the cost of testing is borne by TPQA agency while as in RFP no quantity for testing is mentioned. To arrive the costing for this particular item the quantity of each test to be carried out is necessary.	As mentioned in clause 5.4 of the tender document all the Tests, Procedures, Norms, Guidelines, Formats and Reports shall be as per CPWD Quality Assurance Manual for Building Works-2022, with amendments up to date. So, all tests as per CPWD Quality Assurance Manual for building work -2022 have to be carried out.
23.	Page no 9, clause 5.12	List of Experts required in the TPQA team	The team to be deployed is on full time basis or as and when required. Kindly clarify	The team shall be on the basis of "as and when required".
24.	Page no 5, eligibility criteria, point 'i'	The bidder should have carried out at least two assignments of similar nature in Govt. Departments/PSUs/Autonomous Bodies in the last seven years, ending on previous day of last date of submission of tender.	Request you to kindly consider, The works executed under infrastructure projects, Sewerage drainage, water resources projects etc.	Technical evaluation committee shall look into this matter at the time of evaluation. However, Infrastructure Development Works as mentioned in the tender document clause 4(i) shall be considered.
25.	General	NA	The Total Cost of the Project is not mentioned in the tender documents. Kindly provide the same.	Total project cost is approximately Rs 250 crores.
26.	General	NA	The evaluation process is not clear i.e. maximum and minimum marks/scheme not provided	Tender shall be awarded on the basis of Lowest quoted rates amongst all the technically qualified bidders and not on the basis of QCBS system.
27.	General	NA	As per the Clause No-04 of tender documents only three types of documents have to be uploaded. Kindly clarify whether documents like Power of Attorney, Annual Turnover of Company etc. have to be uploaded with the bid.	Only three types of the documents as mentioned in the Clause no-04 of tender document have to be uploaded with respect to the eligibility criteria.

28	General	NA	Uploading of CVs of key experts with the bid documents is not mentioned in the tender documents. May please clarify if CVs to be submitted/uploaded	CVs of the key experts shall be required after the awarding of the work by the L1 bidder only.
29.	General	NA	As per NIT in e-procurement portal tender value mentioned is Rs 50,00,000/- , but the same is not mentioned in PDF document uploaded at the website.	The approximate of the tender as mentioned in the e-procurement portal is Rs 50,00,000/-.