



कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



मुख्यालय, पंचदीप भवन,
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F. No. W-Planning cell/13/ESI Idukki-100bed/2024-PMO 21-08-2025

Notice Inviting Tenders (NIT) for engaging PSUs as Project Management Agencies (PMC) for Construction of 100 Bedded ESI Hospital & Staff Quarters (32 Nos.) at Idukki, Kerala on deposit mode basis

Tender ID: 2025_ESIC_848190_1

REPLIES TO PRE-BID QUERIES OF THE BIDDER

S. N.	Page No & Clause no	Existing Clause	Queries	Remarks of ESIC
1.	Pg 8 & NIT terms	Budget amount for the work: Rs 150.00 Crores	It is requested to kindly confirm whether estimated cost is inclusive of GST or not.	The budget amount of work is tentative in nature and only for engagement of PMC for the said works. The A/A&E/S shall be accorded on the approved estimate based on the finalization of concept plan. Notice inviting tender conditions shall prevail
2.	Pg 8 & Prebid meeting	At 5th floor, ESIC Hqrs Office, Panchdeep Bhawan, CIG Marg, Delhi-110002	It is requested to kindly provide the VC link for prebid meeting	It is to clarify that the meeting has been conducted on scheduled date and time at 5th floor, ESIC Hqrs Office, Panchdeep Bhawan, CIG Marg, Delhi-110002.
3.	Pg 9 & NIT terms	Contract Period- 30 months (900 days)	Should we follow 30 months or 900 days since 30 calendar months consists of 913 days	The 30 months period has been considered keeping one month equivalent to 30 days. The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
4.	Pg 16 & Clause 1.5, Section-2,	Bidders shall bear all costs associated with the preparing and submission of their proposals and contract negotiation, site visits etc. ESIC is not bound to accept any proposal, and it reserves the right to annul the selection process at any time prior to award without incurring any liability to the PSUs.	Kindly share the details of concerned person whom has to be contacted for site.	It is pertinent to mention that the Regional Director having contact details as below shall be contacted for site visit and other documents related to land as required: 1. Name: Regional Director 2. Office name and address: ESIC Regional Office, Panchdeep Bhavan, North Swaraj Round, Thrissur. Pin-680020 3. Contact No: 0487-2331080 4. Email: rd-kerala@esic.nic.in
5.	Pg 20 & clause 1.10	service charge	The current tender does not specify any minimum percentage criterion, raising questions about the consistency and fairness of the evaluation process	Please refer Section-2, Instruction to bidders, clause 1.10 regarding service charge for project cost. The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
6.	Pg 26 & clause 1 (i) of Section-3	Experience of executing similar works ("completed") as given below during the last 7 years ending last day of the month previous to the one in which applications	It is suggested to consider Experience of executing similar works ("Completed/ Substantial Completed") as given below during the last 7 years ending last day of the month previous to the one in which	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail

		are invited	applications are invited and allow substantial completed work in marking scheme also.	
7.	Pg 26 & clause 1 (iii)	The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last 5 (five) consecutive balance sheet, duly audited and certified by the Chartered Accountant.	It is requested to allow positive PAT in any two out of the last five financial years.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
8.	Pg 26 & Clause 1.i of Section 3 – Qualifying criteria	Experience of executing similar works (“completed”) as given below during the last 7 years ending last day of the month previous to the one in which applications are invited:	Experience of executing similar works (“completed”/ “Substantially completed”) as given below during the last 7 years ending last day of the month previous to the one in which applications are invited: Substantially completed project means those project which has been put to use by Client & more than 90% completed. It is requested to kindly allow Substantially completed projects in the eligibility criteria which has been put to use by Client & more than 90% completed.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
9.	Pg 26 & clause 1 (i) of Section-3	Experience of executing similar works (“completed”) as given below during the last 7 years ending last day of the month previous to the one in which applications are invited: Similar work is defined as Medical Infrastructure such as College & Hospital.	The similar work experience may include any large building infrastructure projects, Institutional building, Academic & Residential Buildings Railway Stations, Airports, executed during last 7 years. Or Any Medical Infrastructure such as College & Hospital executed in last 9 years	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
10.	Pg 26 & Clause 1.i of Section 3 – Qualifying criteria	For similar completed works the final cost as mentioned in the completion certificate issued by competent authority i.e. authorized person of client/department shall be considered for determining the costing as mentioned above for evaluating the qualifying criteria	For similar completed/ substantially completed works the final cost as mentioned in the completion / experience certificate issued by competent authority i.e. authorized person of client/department shall be considered for determining the costing as mentioned above for evaluating the qualifying criteria It is requested to kindly allow Substantially completed projects in the eligibility criteria which have been put to use by Client & more than 90% completed.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
11.	Pg 27 & Section-3, Point No. 3	The individual cut-off marks for technical bid evaluation is 50%, with overall cut-off of 70%. The bidders qualifying in technical evaluation, i.e., having minimum 70% marks shall be eligible for financial bid evaluation	It is requested to consider the individual cut-off marks for technical bid evaluation is 50%, with overall cut-off of 50%. The bidders qualifying in technical evaluation, i.e., having minimum 50% marks shall be eligible for financial bid evaluation.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
			Definition of Similar Works: The definition of similar works	Amendment:

12.	Pg 27 & Clause 1.1 of Section 3 – Qualifying criteria	<p>Definition of Similar Works: The definition of similar works shall be Project management consultancy services for:</p> <p>1.1.1. Construction of Hospital* with or without staff quarters. (* Hospital would include standalone Hospital or Hospital as a part of the Medical College)</p> <p>OR</p> <p>1.1.2. Extension / Renovation of existing Hospitals/ Dispensaries with or without residential staff quarters.</p>	<p>shall be Project management consultancy services for:</p> <p>1.1.1. Construction of Hospital* with or without staff quarters. (* Hospital would include standalone Hospital or Hospital as a part of the Medical College)</p> <p>OR</p> <p>1.1.2. Extension / Renovation of existing Hospitals/ Dispensaries with or without residential staff quarters.</p> <p>1.1.3. Construction of office/ commercial building</p> <p>The expertise involved in office/ commercial building are similar in nature as required for Hospital Building, hence it is requested to kindly allow office/ commercial also in similar works.</p>	<p>The Clause 1.1 of Section-3 shall be amended as:</p> <p>The definition of similar works shall be Project management consultancy services for: 1.1.1. Construction of Hospital*/Dispensaries/Medical Institutions with or without staff quarters. (*Hospital would include standalone Hospital or Hospital as a part of the Medical College)</p> <p>OR</p> <p>1.1.2. Extension / Renovation of existing Hospitals*/ Dispensaries/Medical institution with or without residential staff quarters. (* Hospital would include standalone Hospital or Hospital as a part of the Medical College)</p>
13.	Pg 27 & Clause 1.1.1 of Section-3	<p>Construction of Hospital/ Dispensaries* with or without staff quarters. (* Hospital would include standalone Hospital or Hospital as a part of the Medical College)</p>	<p>It is suggested to consider Institutional Building/ Medical Institute/ AYUSH Building.</p>	<p>Amendment:</p> <p>The Clause 1.1 of Section-3 shall be amended as:</p> <p>The definition of similar works shall be Project management consultancy services for: 1.1.1. Construction of Hospital*/Dispensaries/Medical Institutions with or without staff quarters. (*Hospital would include standalone Hospital or Hospital as a part of the Medical College)</p> <p>OR</p> <p>1.1.2. Extension / Renovation of existing Hospitals*/ Dispensaries/Medical institution with or without residential staff quarters. (* Hospital would include standalone Hospital or Hospital as a part of the Medical College)</p>
14.	Pg 29 & Clause 3.2 of Section-3	<p>Presence of in-house professionally qualified technical staff (Permanent staff) in the organization in indicative categories.</p>	<p>Presence of in-house professionally qualified technical staff (On-Roll) in the organization in indicative categories.</p>	<p>The query has been examined but not acceded to.</p> <p>Notice inviting tender conditions shall prevail</p>
15.	Pg 29 & Clause 3.2 of Section-3	<p>Criteria d: Facility of having in-house designing team- 02 marks</p> <p>&</p> <p>Criteria e: Facility of having own quality audit technical audit team- 2 marks.</p> <p>&</p> <p>Criteria f: Implementation of BIM in project and other advanced licensed monitoring facilities for real-time monitoring- 2 marks</p>	<p>It is requested to eliminate these criteria d, e and f as these criteria are not general criteria for evaluation of organizational strength.</p>	<p>The query has been examined but not acceded to.</p> <p>Notice inviting tender conditions shall prevail</p>
	Pg 29 & Sl.no.3,	<p>Registered office in the</p>	<p>It is suggested to consider Registered office/ Project</p>	<p>Amendment:</p> <p>The Sl.no.3, Clause 3.2 of Section-3 shall be amended as:</p> <p>Office in the state for which tender is</p>

16.	Clause 3.2 of Section-3	state for which tender is called or where the work is to be executed.	Office in the state for which tender is called or where the work is to be executed.	called or where the work is to be executed. 02 marks for presence of office in the respective state 0 marks for others.
17.	Pg 29 & clause 3.2.1	Presence of in-house professionally qualified technical staff (Permanent staff) in the organization in indicative categories.	EPI is a CPSE under the aegis of Ministry of Heavy Industries executing Multi-Disciplinary Projects in India and overseas. EPI is having multi-disciplinary engineers on its regular and contract roles at various locations at projects/offices. EPI can also engage manpower as per the requirement of the project/client at any stage of the project. We, therefore request you to finalize list of Key Personnel at the time of award of the contract, so that, the required manpower can be disengaged from other projects/offices for this project by EPI. Hence, it is proposed to take undertaking from the bidder for engaging required manpower at the time of signing the contract to be submitted along the bid.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
18.	Pg 29 & clause 3.2.1	Presence of in-house professionally qualified technical staff (Permanent staff) in the organization in indicative categories.	Kindly modify as "Presence of in-house professionally qualified technical staff (Permanent staff and Fixed Term Contract) in the organization in indicative categories	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
19.	Pg 29 & Clause 3.2.1 of Section 3 – Qualifying criteria	a) Civil Engineer (Min. B.Tech)-75 nos. -Max 3 marks b) Electrical Engineer (Min. B.Tech)-20 nos. - Max 2 marks c) Architects on Roll (Min. B.Arch.)-05 nos.- Max 1 marks d) Facility of having in-house designing team-02 marks	a) Civil Engineer (Min. B.Tech/ diploma)-35 nos. - Max 3 marks b) Electrical Engineer (Min. B.Tech/ diploma)-20 nos. - Max 2 marks c) Architects on Roll / empaneled Architectural agencies (Min. B.Arch./ Diploma)-05 nos.- Max 1 marks d) Facility of having in-house/empaneled designing team-02 marks It is requested to kindly allow Diploma staff in addition to graduate staff since both type of staff have similar site experience. Further it is requested to kindly lower the no. of civil engineer as PMC required 5-10 engineer for such projects. It is requested to kindly consider the Architect/ Architectural agencies empaneled with PSU in marking criteria. Moreover,	It pertinent to mention that in Clause 3.2.1. of Section 3 – Qualifying criteria, the Min B.Tech may be read as Min. Diploma for civil and electrical/E&M with rest content unchanged.

			the Architectural & Engineering consultancy of the Project will be done by Architectural firm appointed by PSUs by bidding process.	
20.	Pg 29 & Clause 3.2.1. of Section 3 – Qualifying criteria	a) Civil Engineer (Min. B.Tech)-75 nos. -Max 3 marks b) Electrical Engineer (Min. B.Tech)-20 nos. - Max 2 marks c) Architects on Roll (Min. B.Arch.)-05 nos.- Max 1 marks d) Facility of having in-house designing team-02 marks	During the discussion, it has been requested to consider the term of E&M engineer in addition to Electrical Engineer.	Amendment: The Sl. no.1(b) of Clause 3.2 of Section 3 – Qualifying criteria shall be amended as: b) Electrical/ E&M Engineer (Min. Diploma)-20 nos. - Max 2 marks
21.	Pg 29 & Clause 3.2.1. of Section 3 – Qualifying criteria	Presence of in-house professionally qualified technical staff (Permanent staff) in the organization in indicative categories	Presence of in-house professionally qualified technical staff (Permanent staff/ contract/ outsourced) in the organization in indicative categories It is requested to kindly allow Contract & Outsourced staff in addition to permanent staff in marking criteria as both type of staff are working on behalf of the organization.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
22.	Pg 29 & clause 3.2.2	Nava-Ratna and above / Mini Ratna Cat 1 / Mini Ratna Cat 2	May please review this clause in the light of providing level playing fields to all bidders. This is pertinent to mention here that as per DPE office memorandum No. 9(17)/2011-GMd. 30.11.2011 (copy attached) the categorization of CPSE has implications, mainly for organization structure and salary of board level incumbents of the concerned CPSE. as Categorization of PSUs is not normally used criteria for selection of Project management consultant by any govt. department such as CPWD, MES, Railways and Defence etc. neither it is mentioned in any CVC/GFR guidelines. Selection of party should be based on technical and financial capability of the party to execute the project. Keeping such criteria will encourage elimination of capable prospective bidders who have prior experience in executing similar projects. In view of the above, It is requested to give level playing field to all CPSUs as providing scores on the basis of status of company will be only advantageous for Maharatna and Navratna companies.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
			Kindly modify as "Nava-Ratna / Mini Ratna / any CPSE: 03	The query has been examined but not

23.	Pg 29 & clause 3.2.2	Nava-Ratna and above / Mini Ratna Cat 1 / Mini Ratna Cat 2	Marks for Nava Ratna & above or state govt/central govt/autonomous/statutory body 02 Marks for Mini Ratna 01 mark for Any CPSE	acceded to. Notice inviting tender conditions shall prevail
24.	Pg 29 & clause 3.2.2	Nava-Ratna and above / Mini Ratna Cat 1 / Mini Ratna Cat 2	The criterion be made more inclusive to foster wider participation and ensure transparency	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
25.	Pg 30 & Clause 3.2.4	The bidder is to attach the details as attachment A-5 with supporting documents such as date of debarment, period of debarment, debarment department etc. certified by Authorized Signatory of bidder.	Please it is requested to remove marking on black listing or debarment.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
26.	Pg 30 & Clause 3.3.1 of Section 3 – Qualifying criteria	Experience in similar works during last seven years; Projects successfully completed	Experience in similar works during last seven years; Projects successfully completed/ substantially completed	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
27.	Pg 31 & clause 3.3.2	Experience in different organization for executing Hospitals/Institutional/Public building/Office works for Govt. on the basis of work completion certificate for completed work	Please provide A-6 format	The requisite details shall be submitted as attachment A-6 having similar attributes as in Form-C, Form-D as applicable.
28.	Pg 31 & clause 3.3.3	Awards /certification as per GRIHA/ LEED Standards - Number of completed Projects such as Hospitals/Institutional/ Public building/Office executed during last 7 years.	Please provide A-7 format	The requisite details shall be submitted as attachment A-7 having similar attributes as in Form-C, Form-D as applicable.
29.	Pg 31 & clause 3.3.3	Awards /certification as per GRIHA/ LEED Standards - Number of completed Projects such as Hospitals/Institutional/ Public building/Office executed during last 7 years.	The bidders have requested to omit the clause	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
30.	Pg 31 & Clause 3.3.3. of Section 3 – Qualifying criteria	Awards /certification as per GRIHA/ LEED Standards - Number of completed Projects such as Hospitals/Institutional/Public building/Office executed during last 7 years • 3 marks each for each Project with a GRIHA 4-star rating or LEED Gold rating; • 2 mark each for each Project with a GRIHA 3-star rating or LEED Silver rating	Awards /certification as per GRIHA/ LEED Standards - Number of completed Projects such as Hospitals/Institutional/Public building/Office executed during last 7 years • 5 marks each for each Project with a GRIHA 5-star rating or LEED Platinum rating; • 3 marks each for each Project with a GRIHA 4-star rating or LEED Gold rating; • 2 mark each for each Project with a GRIHA 3-star rating or LEED Silver rating	It is pertinent to mention that the s.no. 3 of Clause 3.3 of Section 3 – Qualifying criteria shall be amended as: Awards /certification as per GRIHA/ LEED Standards - Number of completed Projects such as Hospitals/Institutional/Public building/Office executed during last 7 years • 3 marks each for each Project with a GRIHA 4-star & above rating or LEED Gold & above rating; • 2 mark each for each Project with a GRIHA 3-star rating or LEED Silver rating
31.	Pg 31 & clause 3.3.4	Performance on works (TOR- time over run)	Please guide how to submit this data	Please refer Section-3 Qualifying criteria, clause 3.3.4 for definition and marking system of TOR. Notice inviting tender conditions shall prevail
			It is suggested to consider	

32.	Pg 35 & Clause 4 of Section-3	Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.	the Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman/ Company Secretary for signing the bid document.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
33.	Pg 44 & clause 4.0	PSUs will submit Performance Guarantee / Security @ 10% of the approved estimated cost within 2 weeks of A / A & E / S, which would be kept valid upto 1 year after completion of the work.	Reducing the amount from 10% of the total project cost to 10% of the PMC/Agency charges only. We believe that furnishing a performance security of such magnitude at this stage imposes an undue financial burden, which may hinder capable bidders from participating. We assure that, upon award of the contract, WAPCOS Limited will obtain a performance security of 10% of the total work value (excluding PMC charges) from the sub contractor/contractor and will submit a copy thereof to ESIC	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
34.	Pg 44 & clause 4.0	PSUs will submit Performance Guarantee / Security @ 10% of the approved estimated cost within 2 weeks of A / A & E / S, which would be kept valid upto 1 year after completion of the work.	It is requested to change this clause as: PSUs will submit Performance Guarantee/ Security @ 10% of the Quoted PMC cost within 2 weeks of A / A & E / S, which would be kept valid upto 1 year after completion of the work.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
35.	Pg 44 & Clause B.4. of MOU	Performance security = 10% of the approved estimated cost	Performance security = 10% of the PMC service charges based on approved estimated cost The Performance Guarantee shall be based on PMC service charges, hence proposed clause is requested.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
36.	Pg 46 & Clause 9.9 of MOU	Redressing and complying with the observations of CTE / CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the Project under intimation to ESIC. Providing all Project related information promptly to ESIC for replying to Parliament Questions, ESIC for replying to Parliamentary Questions, Authorities. In case of amount recommended for recovery from PSU by CTE, CVC / Statutory Authority, the same shall be applicable and binding on PSUs for compliance.	Redressing and complying with the observations of CTE / CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the Project under intimation to ESIC. Providing all Project related information promptly to ESIC for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities. In case of amount recommended for recovery by the ESIC based on CTE, CVC / Statutory Authority findings, the same shall be applicable and binding on agencies appointed by PSUs for compliance. It is requested to amend this clause as PMC is appointed on behalf of Owner ESIC.	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
		Defending all Arbitration and Court Cases arising out of execution of the works	Defending all Arbitration and Court Cases arising out of execution of the works and examining the Arbitration Award/Decree of Court of Law/Tribunal by appropriate	

<p>37.</p>	<p>Pg 48 & Clause 9.17 of MOU</p>	<p>and examining the authority in PSU. ESIC shall not be made party for any dispute between PSU and their contractors / sub – contractors. However, cost incurred during such proceeding will be paid by ESIC.</p>	<p>Arbitration Award/Decree of Court of Law/Tribunal by appropriate authority in PSU. ESIC shall not be made party for any dispute between PSU and their Contractor / Sub - Contractor / Vendor / Labour etc.: -</p>	<p>The query has been examined but not acceded to. Notice inviting tender conditions shall prevail</p>
<p>38.</p>	<p>Pg 49 & Clause 10.8 of MOU</p>	<p>Settling and paying the final claims which may be decreed by a Court of Law, Labour / other Tribunal under workman compensation Act or any other Act / Law of Central or State or by award of an Arbitrator in relation to the dispute between PSU and their Contractor / Sub - Contractor / Vendor / Labour etc.: -</p> <p>If any dispute arising out of the contract(s) entered into between the PSU and their Contractor / Sub - Contractor / Vendor / Labour etc. and pursuant to the same, if legal / arbitration proceedings are initiated against the PSU / ESIC relating to the project works, the PSU shall defend the ESIC in all such legal/ arbitration proceedings as best as it can to protect interest of the ESIC. In case of any Arbitrator's Award litigation award, the "PSU" shall take appropriate decision with regard to payment / challenging thereof before any Court/ Forum depending upon the merit of the case.</p> <p>The total cost of arbitration / litigation, and whole award if any, arising out of any arbitration due to reasons not attributable to ESIC shall be borne by PSU and to be recovered from PSUs accordingly. However, expenditure during the arbitration proceedings (such as arbitration cost) can be met from the project funds with the prior approval of ESIC.</p> <p>PSU shall not charge any PMC/service charges on such arbitration award/ court decree in favour of contractor.</p>	<p>It is requested to amend this clause as PMC is appointed on behalf of Owner ESIC.</p> <p>The PMC shall be fully responsible to defend any suits or arbitration / Court cases on behalf of Owner arising out of project in connection with the work between the PMC and its Contractor(s) and any award/deGREE and any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc., during the construction stage or post completion of work, shall be payable from the Project Fund / Owner. However, PMC shall not charge PMC Service Charges on such Arbitration award(s)/ court decree(s) in the favour of contractor(s).</p>	<p>The query has been examined but not acceded to. Notice inviting tender conditions shall prevail</p>

39.	Pg 51 & clause 13	Amount to be withheld from milestone payment in case of non-achievement of milestone	There is no ceiling limit for amount to be withheld	Please refer clause 13 wherein it is mentioned that amount to be withheld from the milestone payment in case of nonachievement of Milestone. Notice inviting tender conditions shall prevail
40.	Pg 52 & Clause 13 Stage – II of MoU	<p>Stage- II: After Completion of all milestone, an assessment would be made regarding the total time covered in achieving all the milestone vis-à-vis the allotted time lines to each milestones till completion of the project. If it is found that PSU has taken time to complete the project more than mutually agreed time line, liquidated damages @ 1.5 % per month of delay (to computed on per day basis) subjected to 10 % of the project cost would be imposed on PSU. As further agreed by PSU more stringent terms & conditions over and above usual stipulated provisions in PSU standard contract document, shall be inserted as additional / special conditions in the contract document with contractors so as to complete the ESIC Projects without time & cost overruns.</p> <p>If at any time, it appears to ESIC that the actual progress of the work does not conform to the approved programme referred above and intimated to PSU by ESIC, detailed reasons and justifications for such delays shall have to be provided by PSU, which shall be examined by ESIC for re-scheduling the Programme, if any.</p>	<p>It is requested to amend this clause as PMC is appointed on behalf of Owner ESIC.</p> <p>Stage- II: After Completion of all milestone, an assessment would be made regarding the total time covered in achieving all the milestone vis-à-vis the allotted time lines to each milestones till completion of the project. If it is found that Contractor/. Consultant appointed by PSU has taken time to complete the project more than mutually agreed time line, liquidated damages @ 1.5 % per month of delay (to computed on per day basis) subjected to 10 % of the awarded work would be imposed on contractor/agencies appointed by PSU for their respective delay and passed to the Client. PSU penalty shall be @ 1.5 % per month of delay (to computed on per day basis) subjected to maximum of 10 % of the PMC fee, for delay attributable to PSU only.</p> <p>If at any time, it appears to ESIC that the actual progress of the work does not conform to the approved programme referred above and intimated to PSU by ESIC, detailed reasons and justifications for such delays shall have to be provided by PSU, which shall be examined by ESIC for re-scheduling the Programme, if any.</p>	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
41.	Pg 53 & Clause 16	Indemnity Clause of MOU	<p>It is requested to kindly add the proposed clause as Liability of PSU cannot be infinite as PMC is appointed on behalf of Owner ESIC and has limited fee only.</p> <p>Liability of PSU shall be limited upto total PMC fee of PSU.</p>	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail
42.	Pg 54 & Clause 17 of MoU	30 months (900 days)	It is requested you to kindly confirm that DLP period of 12 month is over and above 30 months.	As per clause 17 of MoU, The Defect Liability Period shall be one (1) year from the date of completion / Handing over of project
43.	Pg 70 & Form-B Point No. 5	Electro – Mechanical Equipment and Services	Kindly Clarify	Please refer form-B wherein it is mentioned that name of technical area in E&MP and services. Notice inviting tender conditions shall prevail
44.	Pg 71 & Form "C"	Completion Certificate from appropriate Authority of Client Organization	It is requested to consider Handing Over Certificate from Client as	The query has been examined but not acceded to. Notice inviting tender conditions shall prevail

		mentioning value of work completed.	Completion certificate	shall prevail
45.	--	--	Whether we can Appoint the Contractor on EPC mode.	The project shall be executed as per terms and condition of tender document and following best practices available in industry along with adherence to GFR/CVC guidelines. The query has been examined but not acceded to. Notice inviting tender conditions shall prevail

This issues with the approval of Competent Authority.

(Chief Engineer)