

## IIT Patna Response to Pre-bid Meeting queries

Expression of Interest Cum Request for Proposal For Appointment of Public Works Organization (PWOs)/ Public Sector Undertaking (PSUs) as per provision under GFR Rules 130, 133(2), 133(3) & 140 as Project Management Consultant (PMC) for Phase-III Infrastructure project (details at Annexure-1) comprising Construction & Development of various Academic buildings, Residential buildings, Research Park and allied services on Concept to Commissioning basis (EPC) at Indian Institute of Technology Patna, Bihta Campus.”

Ref: EOI No:-IITP/E&MU/EOI/01/2025, Date: 21/11/2025 published on (CPPP) e-tendering portal <https://eprocure.gov.in> and IIT Patna Institute website [www.iitp.ac.in](http://www.iitp.ac.in)

S.No	EoI Clause no, Pg.No	Description As per EoI	NBCC Ltd's Query	IIT Patna Response
1	Table, Page 6 & Clause 6.5 (m) at page 12	<p>Earnest Money Deposit (in the form of NEFT/RTGS. Bank Guarantee format is given at Annexure-I (The successful bidder may convert into BG subject to approval of competent authority on the format given in annexure -1.</p> <p>Earnest money Deposit (EMD) Rs 20,00,000 /- (Twenty lacs only) to be no. 37956806500, IFSC Code SBIN0017164 and the receipt is to be uploaded along with the technical bid documents.</p>	<p>The link for NEFT/RTGS payment for EMD has been given in the Tender document page -6 and as per clause 6.5 (m) at page 12, EMD receipt including UTR details/ electronic copy of payment details need to be submitted with bid.</p> <p>Further, Please clarify "The successful bidder may convert into BG subject to approval of competent authority on the format given in annexure -1."</p> <p>In view of this, please clarify whether the EMD can be submitted in the form of Bank Guarantee (BG) given at Annexure-I. Further, it is requested to allow us to submit the EMD in the form of BG, as Format for BG is already mentioned in said annexure.</p>	No Change

2	Clause 5.11, page 09	<p>The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall, within 15 days, sign the contract agreement and submit performance bank guarantee of 3%.</p>	<p>The said clause seems to be incomplete as performance bank guarantee of 3% of what value is not defined in the clause. Therefore, it is requested to modify the said clause as below:</p> <p>The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall, within 15 days, sign the contract agreement and submit performance bank guarantee of 3% of PMC fee.</p>	3% of PMC fee.
3	Clause 8.1, page 13 & Clause 11.2 at page 25	<p>Clause 8.1, page 13- Make all payments to the contractor after certification of PMC.</p> <p>Clause 11.2 at page 25- IITP shall release the bill/amount towards construction cost of the building on the certification &amp; recommendation from the PMC as per government rule. Advance/any other payment shall also be released on certification/recommendation of the PMC.</p>	<p>It is understood that Contractor will be appointed by PMC; further clarification is sought regarding the payment to Contractor. Please clarify payment to the Contractor will be done by PMC Agency/IIT Patna.</p>	<p>The payment of the Contractor will be made through the PMC on receipt of work's assessment based on invoice/ bill duly certified by PMC with clear recommendation for payment based on quantum of Works executed ( Mile Stone Based)</p>

4	Annexure-C, Page 29 & Annexure-L, Page 45	Annexure-C, Page 29 We understand the responsibility of abiding all Government rules and regulations for carrying out the work on Deposit basis  Annexure-L, Page 45- Payment Schedule for PMC	It is understood from Annexure-C that the said work is on Deposit basis. However, Annexure-L indicates the payment schedule for PMC fees only.  Therefore, it is requested to provide the payment schedule for release of funds/initial Advance (if any).	No Change. Other than the word "Deposit basis" may please be read as EPC basis
5	Annexure-D, Page 30 & Clause 4.1, page 7	Annexure-D (Details of similar project completed during last Seven years (To be Considered of Experience Certificate)  Clause 4.1, page 7 iii) The experience of work execution under EPC mode (at least three projects in last five years)	Similar work definition may please be provided.  Further, please clarify whether the details of similar work executed to be submitted during last five years or last seven years.	Similar works means experience in "Providing Comprehensive Project Management Consultancy (PMC) Services for Educational, Institute of Higher learning like IITs, IIMs, AIIMs, Universities of equivalents comprising of Administrative, Academic, hostels and residential buildings, etc. for sustainable campus" under EPC Mode.  Please see corrigendum 3 for changes in the criteria
6	Annexure-F, Page 32 & Annexure-G, Page 33	Annexure -F Number of key Technical Prsonal minimum to be located at work site for executing the work Annexure -G  Details of personnel available with the organization	In reference to the Annexure -F & Annexure -G, please provide the qualifications required for different technical personnel mentioned.	No Change

7	Annexure-J, Page 37	<p>B. Technical Manpower</p> <p>c) Architects (Max 04 Marks):  Upto 05 Nos.- 1  06-10 Nos.-02  &gt;10 Nos.-04</p> <p>d) Mechanical/Electronics engineers (Max 02 Marks)  &gt; 50-100-01  &gt; 100-02  Otherwise 0</p>	<p>In view of the estimated project cost being Rs. 644 Crore, the current requirement for a high number of Architects &amp; Mechanical Engineers appears to be disproportionate. Therefore, it is requested to reduce the requirement of Architects &amp; Mechanical engineers for the evaluation of bids and modify the said clause as follows:</p> <p>c) Architects (Max 04 Marks):  Upto 04 Nos- 04  02-04 Nos.-02  Less than 02 Nos.-01</p> <p>d) Mechanical/Electronics engineers (Max 02 Marks)  &gt; 5 Nos.-02  &gt; 02-05 Nos.-01  Otherwise 0</p>	<p>C ) Architects on roll  Upto 02 Nos – 02 Marks  03-04 Nos. – 03 Marks  &gt;05 Nos. – 04 Marks</p> <p>D) Mechanical/Electronics engineers may be read as  &gt; 10 Nos.-02 Marks  &gt; 05-10 Nos.-01Marks  Otherwise 0 Marks</p>
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8	Annexure-J, Page 38	<p>C Past Experience of the PSU</p> <p>i) Experience of similar nature of works during last Seven years; Projects successfully completed: Max. 10 marks</p> <p>ii) 05 Marks (50% marks) for minimum eligibility criteria. As per clause 4.1(iii)</p> <p>ii) 10 marks (100% marks) for twice or more than the minimum eligibility criteria or more. As per clause 4.1(iii)</p>	<p>It is understood from as per clause 4.1(iii) that at least three projects in last five years need to be submitted. However, as per clause C (i), twice or more than the minimum eligibility i.e. more than 6 nos. of similar projects are required for 10 marks. Please clarify the same.</p> <p>Further, please clarify whether the details of similar work executed to be submitted during last five years or last seven years.</p>	<p>Experience of similar nature of works during last FIVE years; Projects successfully completed</p> <p>Note: In between of 3 &amp; 6 numbers of Project. The marking will be based on Prorate by TEC</p>
9	Annexure-J, Page 38	<p>D Performance on works (Quality of Project work mentioned in eligibility criteria): Max. 10 marks</p>	<p>It is requested to consider any projects during the last seven (7) years rather than Project work mentioned in eligibility criteria for evaluating the Performance on works.</p>	<p>See response to query 8</p>
10	Table, Page no. 7	<p>Bid Submission end date: 12.12.2025 (03:00 PM)</p>	<p>In view of the above queries and preparation of bid documents, it is requested to extend the last date of submission by at least 2 (Two) weeks from the date of receipt of reply to above queries.</p>	<p>The last date of submission is revised to 22.12.2025</p>

S. No.	Reference Document	Clause/Article No./Page No.	Engineers India Limited Query	IIT Patna Response
1	IITP/E&MU/EOI/01/2025 dated 21/11/2025	Clause No. 4.1 (i) Page no. 7	<p>It is mentioned that bidder has to establish “Proven track record with execution of infrastructure project of value Rs. 500 crores (+/- 5%) in last three consecutive financial year”.</p> <p>Bidder requests to kindly clarify the desired document to establish the above criteria.</p>	<p>Works completion certificate and work order stating the value of works. Please corrigendum 3 for changes in the criteria.</p>
2	-Do-	Clause No. 8.1 Fourth bullet point, Clause No. 8.2 Third Para, Clause 8.6 (a) (III) (xv) & (V)	<p>The provisions of the referred clauses are ambiguous. Considering the definitions, and the words on provisions of Clause 8.2, Bidder requests IITP to kindly clarify that whether PMC or IITP will sign Works contracts with contractors.</p> <p>Further, Bidder also requests to kindly clarify that, whether payment to the execution contractor shall be release directly by IITP or through PMC.</p>	<p>PMC will sign Works contracts with contractors.</p> <p>The payment of the Contractor will be made through the PMC on receipt of work’s assessment based on invoice/ bill duly certified by PMC with clear recommendation for payment based on quantum of Works executed (Milestone based)</p>
3	-Do-	General	<p>Bidder understands that all utilities hook ups for storm water, roads, water, sanitary water shall be made available at the battery limits.</p>	<b>On repair and maintenance basis</b>
7	-Do-	General	<p>Bidder understands that all meteorological and requisite site data shall be furnished.</p>	<b>Not considered</b>
9	-Do-	Scope of PMC	<p>Bidder understands a new Water treatment plant and Sewage treatment plant shall be envisaged for the project. Client to confirm our understanding.</p>	<b>Depends upon IIT Patna requirement</b>
			IITP to kindly confirm	

10	-Do-	Scope of PMC	<p>Bidder understands that obtaining Environment clearance and carrying out EIA study is excluded from the bidder scope. Client to confirm our understanding.</p> <p>IITP to kindly confirm</p>	No
11	-Do-	General	<p>Bidder requests to please clarify the HVAC works envisaged for the buildings. Also provide the list of buildings where HVAC work is to be considered.</p>	As per IIT Patna requirement
12	-Do-	General	<p>Bidder requests to please provide the list of building where provision of lift is to be considered.</p>	As per IIT Patna requirement
13	-Do-	<p>Clause 10.14 Page no. 24</p>	<p>Since, the subject EoI cum RFP is only for CPSE As per DPE Guidelines, any dispute between CPSE and Government Organizations arising out of a commercial agreement has to be resolved through AMRCD.</p> <p>Further, as scope of work includes handling of arbitration cases, the clause needs modification to protect EIL's interests. Modification proposed to clause is as follows:</p> <p>"In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be resolved through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as detailed in DPE OM No. DPE-02/0001/2023-AMRCD/FTS-13578 dated December 17, 2024."</p> <p>IITP to kindly consider</p>	As per the EoI

14	-Do-	New Clause	<p>Bidder requests to kindly include the following new clause:</p> <p><i>“All Arbitration award(s) / court decree(s)/ interim reliefs granted by the court/ arbitral tribunal in the favour of the contractor (s) shall be borne by the ‘IITP’. The cost of any suit, arbitration proceedings, arbitration related proceedings in courts, including fee of counsels, arbitration award or the cost as a result of any direction of any court in respect of the work done or to be done shall be borne and paid by the Employer”</i></p> <p>IITP to kindly consider and confirm</p>	EoI remains unchanged, request discussed & not considered.
	-Do-	Clause 10.14 Page no. 24	<p>In view of scope of services to be provided under this assignment. Bidder requests IITP to kindly include below mentioned new para as below:</p> <p><i>“In the event of any claim, action, demand, or any proceedings whatsoever being invoked by vendor(s), contractor(s), bidder(s), or prospective bidder(s) appointed by PMC on behalf of IITP arising out of or in relation to or consequent upon this contract agreement or engagement of such vendor(s) or contractor(s), bidder(s), or prospective bidder(s), PMC shall provide all the necessary assistance including recommendation (except on legal issues) until a period of 6 months after the expiry of Defect Liability Period on mutually agreeable rates.</i></p> <p><i>IITP undertakes to hold PMC harmless and indemnified from any claim, action, demand, or any proceeding whatsoever invoked by vendor(s), contractor(s), bidder(s), or prospective bidder(s) of IITP against PMC arising out of or in relation to or consequent upon this Contract or engagement of such vendor(s) or contractor(s), bidder(s), or prospective</i></p>	EoI remains unchanged, request discussed & not considered

			<p><i>bidder(s) and shall reimburse for all costs (including legal and incidental costs such as travel as well as man-hour costs), charges and expenses incurred by PMC in defending or settling any suit, writ or other action or proceedings by any such third party [including vendor(s), contractor(s), bidder(s), or prospective bidder(s)] in which PMC has been made or impleaded as a party/ Defendant/ or Respondent and/or for prosecuting any appeal, revision, or review in respect thereof, whether the claim, suit, writ or other action or proceedings is based on contract, quasi contract, tort of any other basis or breach of law.”</i></p> <p>IITP to kindly consider and confirm.</p>	
	-Do-	New Clause	<p>Bidder requests to kindly include the following clause in EoI document:</p> <p>“PMC’s liability shall be limited to re-engineering of any defective services under PMC’s Scope of Services. No liabilities whatsoever shall be levied on PMC other than getting the defective parts rectified from respective Contractor(s). PMC shall make Contractor(s) responsible for rectification of defects in works. It is hereby agreed between IITP and PMC that the aggregate liability of PMC arising from total recoveries/ adjustments on account of delays/ mistakes, at PMC’s end and / or any other account, shall not exceed 5% of PMC’s fees effectively received for the Project under this Contract.</p> <p>Both the Parties shall indemnify each other for all costs, claims, loss, damages resulting from damage or death to property or life of their own properties, employees and those that of their subcontractors and vendors, regardless of cause.</p> <p>Neither Party shall be responsible to the other for consequential loss, direct or indirect losses and damages such as loss of revenue, products or profits. Upon expiration of Defect Liability Period all responsibilities of PMC under this Contract shall be deemed to have been completely discharged and no obligation of PMC under this Contract shall survive</p>	EoI remains unchanged, request discussed & not considered

			after such date”	
			IITP to kindly consider and confirm.	

S. No.	Reference Document	Clause/Article No./Page No.	Engineers India Limited Query	Client's Response
1	EOI No:- IITP/E&MU/EOI/01/2025 Date: 21/11/2025	Cl. No. 8.1 Page 13 of 46 Page 46 of 46	Bidder understands that IITP shall provide an editable/soft copy of the existing drawings/layouts/GADs/P&IDs, etc. of the following services (in AutoCAD/ native format) to the successful bidder for the preparation of drawings and other engineering activities, including the hookup.  (a) Master Plan/Overall Plat Plan (b) Topographical Survey report & drawings (c) Sanitary & Plumbing system (d) Drinking water system (e) Stormwater drainage system (f) Sewerage system (g) Roads/pavements (h) Fire-fighting system (hydrants, extinguishers, etc.) (i) Other services (if any)	EoI remains unchanged, request discussed & not Considered
2	-do-	-	Bidder understands that IITP shall provide the existing Engineering Design Basis (if available) for the preparation of the same to the successful bidder for the proposed job.	EoI remains unchanged, request discussed & not Considered
3	-do-	Cl. No. 8.6 (a) III Page 16 of 46	Bidder understands that IITP shall provide & confirm the accuracy of the BOQ/ cost estimate for tendering purposes.	EoI remains unchanged, request discussed & not Considered

S. No.	Reference Page / Section of Clause of Tender	Clause as mentioned in NIT	NPCC Limited's Query/ Suggestion	Response of IIT Patna
1..	Point no v of initial Eligibility Criteria (NIT page no. 7)	Balance sheets & P/L Account for the last three consecutive years ending March 2025 duly certified by a chartered accountant should be enclosed. The agency should not have suffered losses during the last three consecutive years. i.e. Net Profit after tax should be positive during last three financial years.	It is requested to consider last 3 financial year up to FY23-24 as balance sheet for FY24-25 is under finalization or consider provisional balance sheet profit loss and turnover for FY 24-25.	Provisional balance sheet will be considered for FY 24-25. In case of being successful you need to provide audited balance sheet.
2	Point no i of initial Eligibility Criteria (NIT page no. 7)	Proven track record with execution of infrastructure project of value Rs. 500 crores (+/- 5%) in last three consecutive financial years.	Please clarify weather single project costing over 500 crore or cumulative infrastructure project under same Mou is consider or not.	Please see corrigendum 3 for changes in the criteria.

3	Point iii of A Appendix-J MARKING SYSYTEM (NIT page no. 37)	Max.5 marks i) Above Rs.450 Cr: ii) ii) Between Rs.300- Rs.440 Cr: 3 marks iii) iii) Between Rs.150- Rs.200 Cr: 2 marks	It is suggested to consider NET WORTH MARKING FROM RS. 200-440 CR = 3 MARKS.	Please see corrigendum 3.
4	Point d of B technical manpower Appendix-J MARKING SYSYTEM (NIT page no. 37)	d) Mechanical/Electronics engineers (Max 02 marks) > 50-100 = 01 amrks > 100 = 2 marks	It is suggested to consider marking similar to electrical engineer in point no b as per requirement for the execution of project. 5 Nos = 1 marks 5-10 Nos.= 2 marks	Please see corrigendum 3.
5	Point i of C technical manpower Appendix-J MARKING SYSYTEM (NIT page no. 38)	Experience of similar nature of works during last Seven years; Projects successfully completed i) 05 Marks (50% marks) for minimum eligibility criteria. As per clause 4.1(iii) ii) 10 marks (100% marks) for twice or more than the minimum eligibility criteria or more. As per clause 4.1(iii)	As per clause 4.1 (iii) state that “The experience of work execution under EPC mode (at least three projects in last five years)” which is doesn’t give clear definition of similar work and experience year and it is requested to consider current value of project @ 7 % as per CPWD norm.	Please see corrigendum 3.

6	NIT page no 6	Assessed Cost for Professional Fee. (Rule182) is tentative 10 crore	Please clarify weather this is just indicative or there is upper limit as it comes nearly 1.5 % PMC charge.	Indicative
8	General	Last date of Online Bid Submission 12.12.2025	It is requested to extend the bid submission date by 7-10 days	The last date of submission is revised to 22.12.2025.

Sl. No	Existing Clause	<b>Engineering Projects (India) Ltd.</b> Request for Amendment in Clause	Response of IIT Patna
1	4.0 Initial Eligibility Criteria Page 7 of 46  CL. 4.1 (V) Balance Sheets & P/L Account for the last three consecutive years ending March 2025 duly certified by a chartered accountant should be enclosed. The agency should not have suffered losses during the last three consecutive years. I.e. Net profit after ta should be positive during las three financial years.	4.0 Initial Eligibility Criteria Page 7 of 46  CL. 4.1 (V) Balance Sheets & P/L Account for the last three consecutive years ending March 2025 duly certified by a chartered accountant should be enclosed. The agency should not have suffered losses for two consecutive years in last three financial years. i.e Net Profit after ta should be positive for two year during las three financial years.	Please see corrigendum 3.

Sl. No	Mukesh & Associates Query	IIT Patna Response
1.	<p>With reference to the Expression of Interest (EOI) for the “<i>Expression of Interest (EOI) from reputed and experienced Project Management Consultant (PMC) agency for construction of Phase III Buildings &amp; its allied services</i>”, IIT Patna, Bihta”, we M/s. Mukesh &amp; Associates, wish to express our interest in participating in the bid.</p> <p>We understand that the pre-bid meeting is scheduled to be conducted on <b>28<sup>th</sup> November 2025 at 3:00 PM</b> as per the tender published. In order to facilitate wider participation from bidders, we request your kind consideration to allow online participation for the pre-bid meeting.</p>	Not Considered

Sl. No	Existing Criteria	HITES Query	Response of IIT Patna
1.	4.1(i) Proven track record with execution of infrastructure project of value Rs. 500 crores (+/- 5%) in last three consecutive financial years.	Proven track record with execution of infrastructure project of value Rs. 500 crores (+/- 5%) <b>in any of the last three financial years.</b>	Please see corrigendum 3.
2.	4.1(iv) Cumulative average annual financial turn over during the immediate last 3 consecutive financial years should be 500 Crores.	It is requested to change cumulative average annual financial turn over during the immediate last 3 consecutive financial years as Rs 300 crores instead of Rs 500 Crores.	Please see corrigendum 3.

2) Technical Evaluation Parameters are as given under (Technical Stage-I)

SN.	Parameter	Evaluation Criteria		Amendment requests	Response of IIT Patna
<b>A.</b>	<b>Financial Capability</b>	<b>Max. 15 Marks</b>	<b>Marks</b>		
(i)	Average Annual Turnover for last three financial years 2022-23, 2023-24,2024-25	Max.5 marks i) Upto 500 Cr. ii) > Rs.600-Rs.1000 Cr: iii) Above Rs.1000Cr:	3 4 5	Requested to amend as: Max.5 marks i) Upto 300 Cr.: 03 marks ii) > Rs.301-Rs.400 Cr:04 marks iii) Above Rs.401Cr: 05 marks	Please see corrigendum 3.
(ii)	Average Annual Profit before tax (PBT) in last three financial years 2022-23, 2023-24,2024-25	Max. 5 marks i) Between Rs.25-Rs.40 Cr: ii) Between Rs.40-Rs.50 Cr: iii) Between Rs.51-Rs.100	2 3 5	Requested to amend as: Max. 5 marks i) Between Rs.25-Rs.30 Cr: 02 marks ii) Between Rs.31-Rs.35 Cr:03 marks	Please see corrigendum 3.
(iii)	Net worth as on 31 March of previous Financial Year 2024-25, 23-24	Max.5 marks i) Above Rs.450 Cr: ii) Between Rs.300-Rs.440 Cr: 3 marks iii) Between Rs.150- Rs.200 Cr: 2 marks	5 4 3	Requested to amend as: Net worth as on 31 <sup>st</sup> March of previous Financial Year 2024-25. Max.5 marks i) Above Rs.80 Cr:5 marks ii) Between Rs.71-Rs.80 Cr: 4 marks iii) Between Rs.61- Rs.70 Cr: 3 marks	Please see corrigendum 3.

B.	Technical Manpower (Presence of in-house professionally qualified staff on the payroll of the PSUs in indicated categories Employee)			<b>Max. 20 Marks</b>		
Minimum Qualification: Bachelor's Degree in Engineering	a) Civil Engineers (Max 10Marks)	100-150 T151-300 *300Nos	08 09 10	20	Requested to amend as: <b>a) Civil Engineers (Max 10Marks)</b> 50-70 Nos: 08 marks >71-100 Nos: 09 marks >100Nos: 10marks <b>b) Electrical Engineers (Max 04 Marks)</b> 5 Nos: 01 mark 5-10 Nos.: 02 mark >10 Nos.: 04 mark <b>c) Architects (Max 04 Marks)</b> Upto 02 Nos: 01 mark 03-04 Nos.: 02 marks >05 Nos.: 04 marks	Please see corrigendum 3.
	b) Electrical Engineers (Max 04 Marks)	S Nos 5-10 Nos. *10 Nos.	1 02 04			
	c) Architects (Max 04 Marks)	Upto 05 06-10 >10 Nos.	1 02 04			
	d) Mechanical/ Electronics engineers (Max	•50-100 • 100	o1 o2		<b>d)Mechanical/ Electronics engineers (Max 03 marks)</b> >15-30: 01 mark >30: 02 marks	Please see corrigendum 3.
		02 Marks)	Otherwis e 0			
C	<b>Past Experience of the PSU</b>		<b>Max. 20 Marks</b>			
ii)	Navratna and above Schedule I Mini Ratna Schedule II-Mini Ratna as per Department of Public enterprises, copy to be attached	<b>Max. 05 Marks</b> i) 05 Marks for (Navratna and above) ii) 03 Marks for (Schedule I Mini Ratna) iii) 02 Marks for (Schedule II Mini Ratna)	0 o3 02		Requested to delete this clause.	Please see corrigendum 3.

iii)	No. of years in the relevant operational area (Construction and other allied works)	<b>Max. 5Marks.</b> i) 5 Marks for more than 40 years ii) 03 Marks for experience between 31 to 39 years iii) 02 Marks for experience between 10 to 30 years	05  03  0J	Requested to amend as: <b>Max. 5Marks.</b> i) 5 Marks for more than 10 years ii) 03 Marks for experience between 07 to 09 years iii) 02 Marks for experience between 05 to 07 years.	Please see corrigendum 3.
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