

Letter No.: 481/BSCL

Dated: 26/12/2019

CORRIGENDUM - 1

Name of Work - Design, Engineering, Procurement and Construction of ICCC Building (G+5 floors) including Utility services under Bhagalpur Smart City Mission, Bhagalpur on EPC basis.

This is with reference to Notice Inviting Tender (NIT) no. BSCL/PDMC/2019/19 which has been published in various newspaper and release of the same notice on <https://www.eproc.bihar.gov.in> and <http://www.smartcitybhagalpur.org>.

The response to the prebid queries are uploaded on <https://www.eproc.bihar.gov.in> and <http://www.smartcitybhagalpur.org> with this corrigendum.

The other terms and conditions mentioned in RFP and NIT no. BSCL/PDMC/2019/19 remains same.


Chief Executive Officer,
Bhagalpur Smart City Limited.


26/12/19

Prebid query response of Design, Engineering, Procurement and Construction of ICCB Building (G+5 floors) including Utility services under Bhagalpur Smart City Mission, Bhagalpur on EPC basis. NIT No. - BSCL/ICCB/2019/19

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
1	9 of 292	Part of Narration Paragraph	Or an entity incorporated under Indian Companies act or any appropriate law engaged in the construction of Building projects.	One of the JV partner is a partnership firm registered under partnership act with the registrar of firms, Patna engaged in commercial and housing construction projects. They enter into a registered development agreement with a landowner or purchase a land to execute projects and sell them in the open market. Is the firm eligible to participate in the tender process?	As Per RFP.
2	22 of 292	4.5A. (b)	Similar works means any housing project or building works which consists of minimum G+3 building.	One of the JV partners has executed multiple construction work as residential and commercial buildings in Bihar and Jharkhand. The buildings are all G+4, G+5 or G+6. It is a humble suggestion that if it's not included the work can be counted as similar work experience. As this is also construction work for building similar to the size and Scale of ICCB building to be constructed.	As Per RFP.
3	6 of 292	5	EMD/BID SECURITY	Can the EMD furnished be issued from the existing credit facility of the lead partner of the JV or it has to separately made by the JV in its name? The JV cannot open a bank account or Fixed deposits without GST or PAN documents which shall take some time and should be futile if the work is not awarded to them. Please guide.	EMD submitted by lead partner is acceptable.
4	19	4.3	c) experience in similar works (which means any housing project or building works which consists of minimum G+3 building) for each of the last five completed financial years and the current financial year till date and details of works underway or contractually committed; and clients who may be contacted for further information on these contracts;	c) experience in similar works (which means any housing project or building works which consists of minimum G+3 building) for any of the last five completed financial years and the current financial year till date and details of works underway or contractually committed; and clients who may be contacted for further information on these contracts;	Accepted.
5	21	4.4.4	b) The Lead partner shall meet the following qualifying criteria in proportion to the partnership in JV but not less than 51%.	b) The Lead partner shall meet the following qualifying criteria in proportion to the partnership in JV but not less than 50%.	Accepted.

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6	22	4.5 A	(c) The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed similar electrical works for a minimum amount (6% of total civil work) as indicated in Appendix to ITB (Section-2) in any one year.	(c) The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed electrical works for a minimum amount (6% of total civil work) as indicated in Appendix to ITB (Section-2) in any one year.	Accepted.
7	23	4.7	A = Maximum value of civil engineering works executed in any one year during the last five financial years between 2014-15 and 2018-19 (updated to the price level of the year indicated in para 17 of Appendix to ITB) taking into account the completed as well as works in progress.	A = Maximum value of civil engineering works executed in any one year during the last five financial years between 2014-15 and 2018-19 (updated to the price level of the year indicated in para 15 of Appendix to ITB) taking into account the completed as well as works in progress.	Accepted.
8	23	4.7	M = Multiplication Factor (usually 1.5)	M = Multiplication Factor = 3	Accepted.
9	24	4.7	B = Value (updated to the price level of the year as indicated in para 17 of Appendix to ITB) of existing commitments and ongoing works to be completed during the next 15 months (period of completion of the works for which bids are invited)	B = Value (updated to the price level of the year as indicated in para 15 of Appendix to ITB) of existing commitments and ongoing works to be completed during the next 18 months (period of completion of the works for which bids are invited)	Accepted.
10	24	Note: 2	Escalation factor (for computing common base value for works completed) is given in para 17 of Appendix to ITB.	Escalation factor (for computing common base value for works completed) is given in para 15 of Appendix to ITB.	Accepted.
11	28	12.1 Part I	Vi Form of Bid as specified in Section 8.	Deleted	Accepted.
12	28	12.1 Part II		I) Form of Bid as specified in Section - 8. II) Price bid as specified in Section - 9.	Accepted.
13	32	20.1	Bidders shall follow the Method of online submission of bid as mentioned in Instruction to Bidders (for EPC contract) in section-1 and the bid should be submitted online latest by the date and time given also at item 13 Appendix to ITB	Bidders shall follow the Method of online submission of bid as mentioned in Instruction to Bidders (for EPC contract) in section-1 and the bid should be submitted online latest by the date and time given also at item 12 Appendix to ITB	Accepted.
14	38	32.1	Within 14 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance security in any of the forms given in 32.2 for an amount equivalent to 5% of the Contract price.	Within 14 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance security in any of the forms given in 32.2 for an amount equivalent to 2% of the Contract price.	Accepted.
15	40	Sr. No. 5	Liquid assets and/or availability of credit facilities is Rs.6.56 Crores (25% of Project Cost)	Liquid assets and/or availability of credit facilities is Rs.2.65 Crores (10% of Project Cost)	Accepted.

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16	46	1.3.1	In case lowest quote is made by more than one bidder, then the bidder who has successfully completed and attached completion certificate while submitting online bid for more number of similar projects worth not less than Rs 25.00 Crores or more in the last 3 years would be awarded the work. In case of Joint Venture although the qualifying criteria is satisfied collectively by the joint venture for which the number of similar works attributed to each member of the joint venture is added; the computation for member of building projects for award of work to the joint venture in case of lowest quote would be computed on pro-rata basis of their participation in the JV and not by simply summing arithmetically, the number of similar building projects worth not less than Rs 25.00 Crore or more. Still, if there is a tie, lottery system will be followed to award the contract.	In case lowest quote is made by more than one bidder, then the bidder who has successfully completed and attached completion certificate while submitting online bid for more number of similar projects in the last 3 years would be awarded the work. In case of Joint Venture although the qualifying criteria is satisfied collectively by the joint venture for which the number of similar works attributed to each member of the joint venture is added; the computation for member of building projects for award of work to the joint venture in case of lowest quote would be computed on pro-rata basis of their participation in the JV and not by simply summing arithmetically, the number of similar building projects. Still, if there is a tie, lottery system will be followed to award the contract.	Accepted.
17	48	1.6	Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to sub Clause 4.3 (e) of Instructions to Bidders and Sub Clause 6.9 of the Conditions of Contract.	Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to sub Clause 4.3 (e) of Instructions to Bidders.	Accepted.
18	49	1.7	Attach copies of certificates on possession of valid license for building electrification / [Reference Clause 4.5A(d), Clause 4.5A(c) of ITB].	Attach copies of certificates on possession of valid license for building electrification / [Reference Clause 4.5A(c) of ITB].	Accepted.
19	64	3.2	The Contractor shall not allow to sub-contract Works.	The contractor is/are allowed to sub-contract works amounting 10% of contract price.	Accepted.

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20	74		<p>The Contractor shall, for the performance of its obligations hereunder, provide to the Authority, within 15 (fifteen) days of the date of this Agreement, an irrevocable and unconditional guarantee, for an amount equal to 5% (five percent) of the Contract Price, from a Bank in the form set forth in Annex-I of Schedule-F (the "Performance Security"). The Performance Security shall be valid until 60 (sixty) days of the expiry of the Defects Liability Period specified in Clause 15.1.1. Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Contractor. For the avoidance of doubt, the Parties expressly agree that the Contractor shall provide, no later than 30 (thirty) days prior to the expiry of the Performance Security for the Defects Liability Period specified in Clause 15.1.1, a Performance Security in respect of the extended Defects Liability Period, as specified in Clause 15.1.2, for an amount equal to 5% (five percent) of the estimated cost.</p>	<p>The Contractor shall, for the performance of its obligations hereunder, provide to the Authority, within 21 (twenty one) days of the date of LOI / LOA, an irrevocable and unconditional guarantee, for an amount equal to 2% (two percent) of the Contract Price, from a Bank in the form set forth in Annex-I of Schedule-F (the "Performance Security"). The Performance Security shall be valid until 28 (twenty eight) days of the expiry of the Defects Liability Period specified in Clause 15.1.1. Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Contractor. For the avoidance of doubt, the Parties expressly agree that the Contractor shall provide, no later than 30 (thirty) days prior to the expiry of the Performance Security for the Defects Liability Period specified in Clause 15.1.1, a Performance Security in respect of the extended Defects Liability Period, for an amount equal to 2% (two percent) of the Contract Price.</p>	Accepted.
21	74	7.1.3	<p>In the event the Contractor fails to provide the Performance Security within 15 (fifteen) days of the date of this Agreement, it may seek extension of time for a period not exceeding a further 15 (fifteen) days on payment of Damages for such extended period in a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for each day until the Performance Security is provided.</p>	<p>In the event the Contractor fails to provide the Performance Security within within 21 (twenty one) days of the date of LOI / LOA, it may seek extension of time for a period not exceeding a further 15 (fifteen) days on payment of Damages for such extended period in a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for each day until the Performance Security is provided.</p>	Accepted.
22	81	10.1.3	<p>Part II Programme for completion of all stages of construction given in Schedule-G and Project Milestones of the Works as specified in Project Completion Schedule set forth in Schedule-I. The Programme shall include:</p>	<p>Part II Programme for completion of all stages of construction and Project Milestones of the Works as specified in Project Completion Schedule set forth in Schedule-I. The Programme shall include:</p>	Accepted.

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
23	85	10.3.3	The Authority shall notify the Contractor of its decision to impose Damages in pursuance of the provisions of this Clause 10.3. Provided, however, that no deduction on account of Damages shall be effected by the Authority without taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice. The Parties expressly agree that the total amount of Damages under Clause 10.3.2 shall not exceed 10% (ten percent) of the Contract Price.	The Authority shall notify the Contractor of its decision to impose Damages in pursuance of the provisions of this Clause 10.3. Provided, however, that no deduction on account of Damages shall be effected by the Authority without taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice. The Parties expressly agree that the total amount of Damages under Clause 10.3.2 shall not exceed 5% (five percent) of the Intial Contract Price rounded off to nearest thousand.	As Per RFP.
24	104	15.1.1	The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of Two (02) years commencing from the date of Provisional Certificate or expiry of a period of eighteen (18) months from the date of issue of completion certificate, whichever is later (the "Defects Liability Period").	The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of one (1) year commencing from date of issue of completion certificate (the "Defects Liability Period").	Accepted.
25	111	17.2.3	At any time, after 60 (sixty) days from the Appointed Date, the Contractor may apply to the Authority for the 2nd (second) installment of the Advance Payment along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such installment, substantially in the form provided at Annex-III of Schedule-F, to remain effective till the complete and full repayment of such installment and any interest thereon.	At any time, after 90 (ninety) days from the Appointed Date, the Contractor may apply to the Authority for the 2nd (second) installment of the Advance Payment along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such installment, substantially in the form provided at Annex-III of Schedule-F, to remain effective till the complete and full repayment of such installment and any interest thereon.	As Per RFP.

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26	111	17.2.5	<p>The Advance Payment shall be recovered through proportionate deductions to be made in the Interim Payments Certificates issued in accordance with the provisions of Clause 17.5.2. Deductions of Advance Payment shall commence from the Interim Payment Certificate in which the cumulative interim payments certified shall have reached 50% (fifty per cent) of the Contract Price. The total amount recovered in each Interim Payment Certificate shall not exceed 30% (thirty per cent) of the amount due and payable under such Interim Payment Certificate, which shall include interest on the amount being recovered hereunder. For the avoidance of doubt, the Parties agree that in the event the total payment specified in any Interim Payment Certificate exceeds the limit of 50% (fifty per cent) of the Contract Price, the proportion of recovery hereunder shall be restricted to the amount exceeding 50% (fifty per cent) of the Contract Price. By way of illustration, the Parties agree that if the first recovery of say, Rupees 'x' is made after 20 (twenty) months from the date of 1st (first) installment of the Advance Payment, interest on Rupees 'x' shall be due and payable for a period of 20 (twenty) months; and when the next recovery is made in the following month for say, Rupees 'y', interest on Rupees 'y' shall be due and payable for a period of 21 (twenty one) months. The Parties further agree that no payments in excess of 90% (ninety per cent) of the Contract Price shall be released to the Contractor until the Advance Payment, including interest thereon, has been fully recovered.</p>	<p>The Advance Payment shall be recovered through proportionate deductions to be made in the Interim Payments Certificates issued in accordance with the provisions of Clause 17.5.2. Deductions of Advance Payment shall commence from the Interim Payment Certificate in which the cumulative interim payments certified shall have reached 20% (twenty percent) of the Contract Price or 6(six) months from the date of payment of first installment of advance whichever period concludes earlier. The total amount recovered in each Interim Payment Certificate shall not exceed 20% (twenty percent) of the amount due and payable under such Interim Payment Certificate, plus interest on the amount being recovered hereunder. For the avoidance of doubt, the Parties agree that in the event the total payment specified in any Interim Payment Certificate exceeds the limit of 20% (twenty percent) of the Contract Price, the proportion of recovery hereunder shall be restricted to the amount exceeding 20% (twenty percent) of the Contract Price. By way of illustration, the Parties agree that if the first recovery of say, Rupees 'x' is made after 20 (twenty) months from the date of 1st (first) installment of the Advance Payment, interest on Rupees 'x' shall be due and payable for a period of 20 (twenty) months; and when the next recovery is made in the following month for say, Rupees 'y', interest on Rupees 'y' shall be due and payable for a period of 21 (twenty one) months. The Parties further agree that no payments in excess of 90% (ninety per cent) of the Contract Price shall be released to the Contractor until the Advance Payment, including interest thereon, has been fully recovered</p>	Accepted.
27	178	Schedule I	2.0 Project Milestone - to be achieved with 15 months completion	2.0 Project Milestone - to be achieved with 18 months completion.	Accepted.

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
28	178	Schedule I	1st Milestone - a) Preparation, vetting & approval of design & drawings. - To be achieved with - 1 Month. 1st Milestone - b) Completion of Foundation works and R.C.C. and/or Masonry work upto Plinth Level complete in all respect To be achieved with - 3 Months. Payment %age: 10, Cumulative Payment %: 10.	1st Milestone - a) Preparation, vetting & approval of design & drawings. - To be achieved with - 3 Month. 1st Milestone - b) Completion of Foundation works and R.C.C. and/or Masonry work upto Plinth Level complete in all respect To be achieved with - 6 Months. Payment %age: 10, Cumulative Payment %: 10.	Accepted.
29	178	Schedule I	2nd Milestone - Completion of R.C.C. frame and/or masonry work in walls etc. Payment will be divided on pro-rata basis of number of roof slab if required. - Payment %age:30 - Cumulative Payment %: 40 - To be achieved with - 9 months	2nd Milestone - Completion of R.C.C. frame and/or masonry work in walls etc. Payment will be divided on pro-rata basis of number of roof slab if required. - Payment %age:30 - Cumulative Payment %: 40 - To be achieved with - 12 months	Accepted.
30	179	Schedule I	3rd Milestone - Internal Flooring including skirting, dado in all type of rooms, passage and stairs. Payment will be divided on pro-rata basis of number of floor slabs if required - Payment %age:7 - Cumulative Payment %: 47 - To be achieved with - 10 months	3rd Milestone - Internal Flooring including skirting, dado in all type of rooms, passage and stairs. Payment will be divided on pro-rata basis of number of floor slabs if required - Payment %age:7 - Cumulative Payment %: 47 - To be achieved with - 13 months	Accepted.
31	179	Schedule I	4th Milestone - Providing/Fixing Door shutters, Balcony railing, S/C railing window grills and other steel work along with fittings - Payment %age:7 - Cumulative Payment %: 54 - To be achieved with - 10 months	4th Milestone - Providing/Fixing Door shutters, Balcony railing, S/C railing window grills and other steel work along with fittings - Payment %age:7 - Cumulative Payment %: 54 - To be achieved with - 14 months	Accepted.
32	179	Schedule I	5th Milestone - Internal water supply work & Electrification works - Payment %age - 6 - Cumulative Payment % - 60 - to be achieved with - 12 months.	5th Milestone - Internal water supply work & Electrification works - Payment %age - 14 - Cumulative Payment % - 68 - to be achieved with - 15 months.	Accepted.
33	179-180	Schedule I	6th Milestone - Internal & External Painting - Payment %age - 10 - Cumulative Payment % - 70 - to be achieved with - 13 months.	6th Milestone - Internal & External Painting - Payment %age - 10 - Cumulative Payment % - 78 - to be achieved with - 16 months.	Accepted.
34	180	Schedule I	7th Milestone - External campus water supply, storm water drain, sewerage i/c covers, pathways, roads, parks etc. to complete in all respect - Payment %age - 10 - Cumulative Payment % - 80 - to be achieved with - 14 months.	7th Milestone - External campus water supply, storm water drain, sewerage i/c covers, pathways, roads, parks etc. to complete in all respect - Payment %age - 10 - Cumulative Payment % - 88 - to be achieved with - 17 months.	Accepted.

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
35	180	Schedule I	Boundary wall with necessary gate, Horticulture work i/c plantation and landscaping i/c water supply etc. - Payment %age - 5 - Cumulative Payment % - 85 - to be achieved with - 14 months.	Boundary wall with necessary gate, Horticulture work i/c plantation and landscaping i/c water supply etc. - Payment %age - 5 - Cumulative Payment % - 93 - to be achieved with - 17 months.	Accepted.
36	180	Schedule I	8th Milestone - Completion of all remaining items of work i/c handing over of flats defect free in all respects and testing of all services to the satisfaction of engineer in charge and handing over of services BSCL including external electrification and street lighting etc. to complete - Payment %age - 7 - Cumulative Payment % - 92 - to be achieved with - 15 months.	8th Milestone - Completion of all remaining items of work i/c handing over of building defect free in all respects and testing of all services to the satisfaction of engineer in charge and handing over of services to BSCL including external electrification and street lighting etc. to complete - Payment %age - 7 - Cumulative Payment % - 100 - to be achieved with - 18 months.	Accepted.
37	180-181	Schedule I	Modification / alterations (as per the monitoring agency) and after handing over the Dus to BSCL - Payment %age - 5 - Cumulative Payment % - 97 - to be achieved with - 15 months.	It can be deleted.	Deleted.
38	181	Schedule I	9th Milestone - After Defect Liability Period - Payment %age - 3 - Cumulative Payment % - 100.	It can be deleted.	Deleted.
39	181	Schedule I	Schedule Completion Date 5.1 The Schedule Completion Date shall be the 15 months from the Appointed Date	Schedule Completion Date 5.1 The Schedule Completion Date shall be the 18 months from the Appointed Date	Accepted.
40	194	Schedule M	Forms of payment statements a) Stage Payment Statement for Works - to be achieved with 15 months completion	Forms of payment statements a) Stage Payment Statement for Works - to be achieved with 18 months completion	Accepted.
41	194	Schedule M	1st Milestone - a) Preparation, vetting & approval of design & drawings. - To be achieved with - 1 Month. 1st Milestone - b) Completion of Foundation works and R.C.C. and/or Masonry work upto Plinth Level complete in all respect To be achieved with - 3 Months. Payment %age: 10, Cumulative Payment %: 10.	1st Milestone - a) Preparation, vetting & approval of design & drawings. - To be achieved with - 3 Month. 1st Milestone - b) Completion of Foundation works and R.C.C. and/or Masonry work upto Plinth Level complete in all respect To be achieved with - 6 Months. Payment %age: 10, Cumulative Payment %: 10.	Accepted.

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
42	195	Schedule M	2nd Milestone - Completion of R.C.C. frame and/or masonry work in walls etc. Payment will be divided on pro-rata basis of number of roof slab if required. - Payment %age:30 - Cumulative Payment %: 40 - To be achieved with - 9 months	2nd Milestone - Completion of R.C.C. frame and/or masonry work in walls etc. Payment will be divided on pro-rata basis of number of roof slab if required. - Payment %age:30 - Cumulative Payment %: 40 - To be achieved with - 12 months	Accepted.
43	195	Schedule M	3rd Milestone - Internal Flooring including skirting, dado in all type of rooms, passage and stairs. Payment will be divided on pro-rata basis of number of floor slabs if required - Payment %age:7 - Cumulative Payment %: 47 - To be achieved with - 10 months	3rd Milestone - Internal Flooring including skirting, dado in all type of rooms, passage and stairs. Payment will be divided on pro-rata basis of number of floor slabs if required - Payment %age:7 - Cumulative Payment %: 47 - To be achieved with - 13 months	Accepted.
44	195	Schedule M	4th Milestone - Providing/Fixing Door shutters, Balcony railing, S/C railing window grills and other steel work along with fittings - Payment %age:7 - Cumulative Payment %: 54 - To be achieved with - 10 months	4th Milestone - Providing/Fixing Door shutters, Balcony railing, S/C railing window grills and other steel work along with fittings - Payment %age:7 - Cumulative Payment %: 54 - To be achieved with - 14 months	Accepted.
45	195	Schedule M	5th Milestone - Internal water supply work & Electrification works - Payment %age - 6 - Cumulative Payment % - 60 - to be achieved with - 12 months.	5th Milestone - Internal water supply work & Electrification works - Payment %age - 14 - Cumulative Payment % - 68 - to be achieved with - 15 months.	Accepted.
46	195	Schedule M	6th Milestone - Internal & External Painting - Payment %age - 10 - Cumulative Payment % - 70 - to be achieved with - 13 months.	6th Milestone - Internal & External Painting - Payment %age - 10 - Cumulative Payment % - 78 - to be achieved with - 16 months.	Accepted.
47	195-196	Schedule M	7th Milestone - External campus water supply, storm water drain, sewerage i/c covers, pathways, roads, parks etc. to complete in all respect - Payment %age - 10 - Cumulative Payment % - 80 - to be achieved with - 14 months.	7th Milestone - External campus water supply, storm water drain, sewerage i/c covers, pathways, roads, parks etc. to complete in all respect - Payment %age - 10 - Cumulative Payment % - 88 - to be achieved with - 17 months.	Accepted.
48	196	Schedule M	Boundary wall with necessary gate, Horticulture work i/c plantation and landscaping i/c water supply etc. - Payment %age - 5 - Cumulative Payment % - 85 - to be achieved with - 14 months.	Boundary wall with necessary gate, Horticulture work i/c plantation and landscaping i/c water supply etc. - Payment %age - 5 - Cumulative Payment % - 93 - to be achieved with - 17 months.	Accepted.

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49	196	Schedule M	8th Milestone - Completion of all remaining items of work i/c handing over of flats defect free in all respects and testing of all services to the satisfaction of engineer in charge and handing over of services BSCL including external electrification and street lighting etc. to complete - Payment %age - 7 - Cumulative Payment % - 92 - to be achieved with - 15 months.	8th Milestone - Completion of all remaining items of work i/c handing over of building defect free in all respects and testing of all services to the satisfaction of engineer in charge and handing over of services to BSCL including external electrification and street lighting etc. to complete - Payment %age - 7 - Cumulative Payment % - 100 - to be achieved with - 18 months.	Accepted.
50	196	Schedule M	Modification / alterations (as per the monitoring agency) and after handing over the Dus to BSCL - Payment %age - 5 - Cumulative Payment % - 97 - to be achieved with - 15 months.	It can be deleted.	Deleted.
51	196-197	Schedule M	9th Milestone - After Defect Liability Period - Payment %age - 3 - Cumulative Payment % - 100.	It can be deleted.	Deleted.
52	210	Contract Data	4. The Defect Liability Period is Two Years from the date of completion of the project work.	4. The Defect Liability Period is one (1) year commencing from date of issue of completion certificate.	Accepted.

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
53	210-212	Contract Data	<p>6. The Intended Completion Date for the whole of the Works is 15 months after agreement. For detail refer Important Milestone and Key Time periods under Contract Section-4 (Conditions of Contract) and reproduced below:</p> <p>1st Milestone - a) Preparation, vetting & approval of design & drawings. - To be achieved with - 1 Month.</p> <p>1st Milestone - b) Completion of Foundation works and R.C.C. and/or Masonry work upto Plinth Level complete in all respect. to be achieved with - 3 months.</p> <p>2nd Milestone - Completion of R.C.C. frame and/or masonry work in walls etc. Payment will be divided on pro-rata basis of number of roof slab if required.- to be achieved with - Nine months.</p> <p>3rd Milestone - Internal Flooring including skirting, dado in all type of rooms, passage and stairs. Payment will be divided on pro-rata basis of number of floor slabs if required.- to be achieved with - Ten months.</p> <p>4th Milestone - Providing/Fixing Door shutters, Balcony railing, S/C railing window grills and other steel work along with fittings.- to be achieved with - Eleven months.</p> <p>5th Milestone - Internal water supply work & Electrification works.- to be achieved with - Twelve months.</p>	<p>6. The Intended Completion Date for the whole of the Works is 18 months after agreement. For detail refer Important Milestone and Key Time periods under Contract Section-4 (Conditions of Contract) and reproduced below:</p> <p>1st Milestone - a) Preparation, vetting & approval of design & drawings. - To be achieved with - 3 Months.</p> <p>1st Milestone - b) Completion of Foundation works and R.C.C. and/or Masonry work upto Plinth Level complete in all respect. to be achieved with - 6 months.</p> <p>2nd Milestone - Completion of R.C.C. frame and/or masonry work in walls etc. Payment will be divided on pro-rata basis of number of roof slab if required.- to be achieved with - 12 months.</p> <p>3rd Milestone - Internal Flooring including skirting, dado in all type of rooms, passage and stairs. Payment will be divided on pro-rata basis of number of floor slabs if required.- to be achieved with - 13 months.</p> <p>4th Milestone - Providing/Fixing Door shutters, Balcony railing, S/C railing window grills and other steel work along with fittings.- to be achieved with - 14 months.</p> <p>5th Milestone - Internal water supply work & Electrification works.- to be achieved with - 15 months.</p>	Accepted.

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
54	213	Contract Data	13. Limit of subcontracting; 70% of the initial contract price only for peripheral works but major works like foundation, superstructure shall not be subcontracted unless until new emerging technology is proposed by the contractor which is approved by BSCL / Employer.	13. Limit of subcontracting; 10% of the initial contract price only for peripheral works but major works like foundation, superstructure shall not be subcontracted unless until new emerging technology is proposed by the contractor which is approved by BSCL / Employer.	Accepted.
55	215	Contract Data	24. Amount of liquidated damages for delay in completion of works - for whole work: (1/2000) of the initial contract price, rounded off to the nearest hundred, per day - (GCC CL 8.7).	24. Amount of liquidated damages for delay in completion of works - for whole work: (1/2000) of the initial contract price, rounded off to the nearest hundred, per day - (GCC CL 10.3.2).	Accepted.
56	215	Contract Data	25. Maximum limit of liquidated damages for delay in completion work - 10 % of the initial contract price rounded off to the nearest thousand.	25. Maximum limit of liquidated damages for delay in completion work - 5 % of the initial contract price rounded off to the nearest thousand.	Aa per RFP.
57	6, 9 & 263		Defect Liability Period - two (2) Years.	Defect Liability Period - One (1) Year.	Accepted.
58	263	Price Bid Format	Rate per sqm of Build-up Area Inclusive of all taxes and GST (in Rupees)	Gross Amount Inclusive of all taxes and GST (in Rupees)	Accepted.
59	263	SL NO.-01	<p>Scope of work include Architectural Planning & Design, Engineering, Procurement, preparation of detailed structural design & drawing, Construction of G + 5 Building after obtaining approval from competent authority including water supply and sanitation, sewer network, Internal & External Electrification works, storm water drainage, rain water harvesting, landscaping, barbed wire fencing, street lighting, Construction of internal roads & parking, 1000 KVA Generator sets in two nos., Firefighting System, HVAC & Office Furniture for ICCB Building on EPC basis including two (2) years of defect liability period.</p> <p><i>(The bidder need to quote the rate per sqm of Built-up area in such a way that it include entire cost of the building Project in it as no separate payment will be made for associated works.)</i></p>	<p>Scope of work include Architectural Planning & Design, Engineering, Procurement, preparation of detailed structural design & drawing, Construction of G + 5 Building after obtaining approval from competent authority including water supply and sanitation, sewer network, Internal & External Electrification works, storm water drainage, rain water harvesting, landscaping, barbed wire fencing, street lighting, Construction of internal roads & parking, 1000 KVA Generator sets in two nos., Firefighting System, HVAC & Office Furniture for ICCB Building on EPC basis including One(1) year of defect liability period.</p>	Accepted.

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
60	9	Invitation for Bids	Period of Completion - 15 Months (Including Monsoon & Mobilization)	Period of Completion - 18 Months (Including Monsoon & Mobilization)	Period of Completion - 18 Months (Including Design, Monsoon & Mobilization)
61	76	7.5.3	The Contractor may, upon furnishing an irrevocable and unconditional bank guarantee substantially in the form provided at Annex-II of Schedule-F, require the Authority to refund the Retention Money deducted by the Authority under the provisions of Clause 7.5.1. Provided that the refund hereunder shall be made in tranches of not less than 1% (one percent) of the Contract Price.	On Completion of the whole of the works half the total amount retained is repaid to the contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected (Annex - II of Schedule - F)	On Completion of the whole of the works half the total amount retained is repaid to the contractor and balance half will be paid after completion of Defects Liability Period provided that all Defects notified by the Engineer has rectified by Contractor and Engineer has issued certificate for the same. (Annex - II of Schedule - F)

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
62	75	7.2	<p>7.2 Extension of Performance Security</p> <p>The Contractor may initially provide the Performance Security for a period of 15 months; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.</p>	<p>7.2 Extension of Performance Security</p> <p>The Contractor may initially provide the Performance Security for a period of 18 months; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.</p>	Accepted.
63	84	10.3.1	<p>10.3 Construction of the Project</p> <p>The Contractor shall construct the Project in conformity with the Specifications and Standards set forth in this RFP. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The 15 months from the Appointed Date shall be the scheduled completion date (the "Scheduled Completion Date") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.</p>	<p>10.3 Construction of the Project</p> <p>The Contractor shall construct the Project in conformity with the Specifications and Standards set forth in this RFP. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The 18 months from the Appointed Date shall be the scheduled completion date (the "Scheduled Completion Date") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.</p>	Accepted.

Sr. No.	RFP Page No.	Clause No.	Description as per RFP	Queries / Suggestions	BSCL Clarification
64	112	17.5.1	Within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 17.4, the Authority's Engineer shall broadly determine the amount due to the Contractor and recommend the release of 90% (ninety percent) of the amount so determined as part payment against the Stage Payment Statement, pending issue of the Interim Payment Certificate by the Authority's Engineer. Within 10 (ten) days of the receipt of recommendation of the Authority's Engineer, the Authority shall make an electronic payment thereof directly to the Contractor's bank account.	Within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 17.4, the Authority's Engineer shall broadly determine the amount due to the Contractor and recommend the release of 70% (seventy percent) of the amount so determined as part payment against the Stage Payment Statement, pending issue of the Interim Payment Certificate by the Authority's Engineer. Within 10 (ten) days of the receipt of recommendation of the Authority's Engineer, the Authority shall make an electronic payment thereof directly to the Contractor's bank account.	Accepted.
65	116	17.16	Bonus for early completion In the event that the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment of bonus equivalent to 0.03% (zero point zero three percent) of the Contract Price for each day by which the Project Completion Date precedes the Schedule Completion Date, but Subject to a maximum of 3% (three percent) of the Contract Price. Provided, however, that the payment of bonus, if any shall be made only after the issue of the Completion Certificate. For the avoidance of doubt, the Parties agree that for the purpose of determining the bonus payable hereunder, the Contract Price shall always be deemed to be the amount specified in Clause 17.1.1, and shall exclude any revision thereof for any reason.	In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work.	Accepted.

Sd/-
Chief Executive Officer,
Bhagalpur Smart City Limited