

Request For Proposal

for

**Selection of Construction and Maintenance Agency (CMA) for Development of Main Building of Gujarat
Biotechnology Research Centre (GBRC) at Gandhinagar.**

Reply to Queries & Corrigendum-3 , Annexure A , Annexure B & Annexure C

Dated 10th August 2023

(RFP No: GBRC New Building/02/2023)

Gujarat Biotechnology Research Centre (GBRC)

Department of Science & Technology,

Govt. of Gujarat

Reply to Queries

Sr. No.	Page No. / Volume / Ref. Clause No.	Text provided in the RFP	Clarification sought with justification, if any	Response to the Queries
1.	Schedule 6 – Article -6, Clause 6.6, Pg.13 & Pg. 77 Vol-II	Mobilization Advance: Mobilization Amount - 3% of Construction fee Against - A bank guarantee for an amount equal to 110% of the Mobilization Advance.	We request you to consider an interest free Mobilization Advance of 10% + GST against equivalent amount of BG.	No change. This has to be considered as per schedule 6
2.	General	<u>Material Advance/Secure Advance:</u> Not mentioned.	We request you to consider material advance of 85% of bill value against supply of all major civil, structural, masonry, plastering, Anti-termite, waterproofing works etc.	No change
3.	Article-10, Clause - 10.2.2, Pg.26 Vol II	<u>Payment:</u> The Authority shall make payment of the undisputed amount under the invoice to the Contractor within 30 (thirty) days after receipt by the Authority of such invoice, and the disputed amount shall be paid immediately after the settlement, if required.	We request to you release 70% payment of bill value within 7 days from the date of submission of Bill and balance 30% within 15 days from the submission of bill.	No change
4.	General	Basic Rates of the Materials for project duration / Contract value: Not mentioned.	We request you to provide Basic rate of materials.	Please refer to corrigendum -3- Annexure B for schedule 11 (BOQ)

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5.	General	<u>Price Escalations:</u> Not mentioned.	We request you to consider the basic price for Cement, Steel, Labour, other material & commodities as per CPWD norms/indices.	No change
6.	Article-3, Clause 3.5.4, Pg.9 Vol-II	<u>COPH on New item/Extra Items:</u> 8 If the rate for any Varied Work cannot be determined in the manner specified in (a) to (c) of clause 3.5.4, then the Contractor will be paid at such fair and reasonable rates as worked out by the Authority on the basis of material and labour required to execute the item and allowing 15 percent (Fifteen percent) towards overhead charges and Contractor's profit.	We request you to consider reimbursement against any extra item to be executed in rate of material+ Labour + P&M + contingency+ 25% of COPH.	No change.
7.	Article-11, Clause 11.7, Pg.41 Vol-II	<u>Liquidated Damages:</u> The Contractor shall pay Damages to the Authority of a sum calculated at the rate of 0.05% of Contract Price for each days delay reckoned from the Completion Date and until such Completion Date is achieved and maximum shall not exceed 10% of the Contract Price.	Kindly consider liquidated damages maximum up to 2.5% of the balance work of the Contract Price.	No change

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8.	Schedule I Vol II	<u>Defect Liability:</u> Defect Liability Period The Scope of Project shall be subject to a cumulative Defect Liability Period (DLP) of 36 (thirty) months from the Completion Date.	We request you to consider DLP period is 12 months from the virtual completion certificate (VCC).	No change
9.	Schedule I Vol II	<u>Maintenance Period:</u> “Maintenance Period” shall mean the period calculated from the Completion Date and expiring on the 3rd anniversary of the Completion Date;	We request you to kindly clarify the maintenance period commence from final completion of project up to 3 years of the Completion Date. (From Initial Completion date + 3 years) Kindly confirm please.	The maintenance period shall be period of 3 year from the completion date as per clause 11.2 of the contract.
10.	Tender, Vol-II, Clause 10.2.5, Pg.27	<u>Labour cess:</u> The Authority shall withhold from payments to be made to the Contractor, and pay to the relevant Government Instrumentality, any and all taxes, cess and levies required to be withheld pursuant to Applicable Laws and the Contract Price shall be deemed to include such taxes, levies or cess.	We request you to labour cess shall be paid by Authority as per standard practice. Kindly approve the same.	Please refer Vol. II, Clause 10.2.5. Pursuant to the prevailing customary procedure, the Authority shall perform the deduction of the relevant and applicable cess amount from the contractor's invoice. Subsequently, the Authority shall dutifully remit said deducted cess amount to the appropriate and concerned government entity.

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11.	Clause 15.5.2, Pg.53 Vol-II	<u>Force majeure:</u> If the Contractor is prevented from performing any of its obligations under the Contract by Force Majeure of which notice has been given under Clause 15.4(Notification of Force Majeure) and Completion of the Works is or will be delayed as a result, the Contractor shall be entitled to an extension of time (but not reimbursement of any associated Cost) for any such delay under Clause 11.3.	We request you to provide adequate compensation and extension of time, in case of delay or financial loss due to any force majeure.	No change
12.	Article -7, Clause 7.2, Pg.16	<u>Power Supply for site premises:</u> Contractor shall be responsible for making their own arrangements for water and electricity at their own cost during the Construction Period. The electricity and water charges during the Maintenance Period shall only be borne by the Authority. During the remaining term of the contract, the charges shall be borne by the Contractor.	As per standard practice, we request you to provide single point of Power of required capacity supply at site and labour colony by the Client at no cost. Kindly consider our request.	No change

Sr. No.	Page No. / Volume / Ref. Clause No.	Text provided in the RFP	Clarification sought with justification, if any	Response to the Queries
13.	Article -7, Clause 7.2, Pg.16	<p><u>Water Supply for site premises:</u></p> <p>Contractor shall be responsible for making their own arrangements for water and electricity at their own cost during the Construction Period. The electricity and water charges during the Maintenance Period shall only be borne by the Authority. During the remaining term of the contract, the charges shall be borne by the Contractor.</p>	<p>As per standard practice, we request you to provide single point of water of required capacity supply at site and labour colony by the Client at no cost.</p> <p>Kindly consider our request.</p>	No change
14.	Article -7, Clause 7.2, Pg.16	<p><u>Land for Labour Camp:</u></p> <p>For Construction Period, the Authority shall provide space for the labor of the Contractor for residing in campus. The area and location of the space shall be mutually decided between the Authority and Contractor and decision of the Authority shall be final in this regard.</p> <p>In case, the Contractor requires additional space from the approved space allotted by the Authority then Contractor shall make their own arrangement at their own cost and Authority is not liable to provide any additional space.</p>	<p>As per standard practice, we request you to provide required land for labour colony at site by the Client at no cost.</p> <p>Kindly consider our request.</p>	The contractor is free to plan their required area to establish a temporary Labour Colony based on the layout plan provided for the Plot area within the plot area.

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15.	Article -7, Clause 7.2, Pg.16	<p><u>Land for Plant and Machineries:</u></p> <p>The Authority shall provide space for accommodating all the equipment and components required for the Works. The area of the space shall be mutually decided between Authority and Contractor and decision of the Authority shall be final in this regard.</p>	We request you to provide space for land yard, site for plant and machineries within premises or on adjacent to site premises at free of cost.	The contractor is free to plan their required area to establish temporary Plants & machinery based on the layout plan provided for the Plot area.
16.	General	<p><u>ESIC:</u></p> <p>Not mentioned.</p>	Currently ESIC is not applicable. In future if applicable, shall reimburse at actual.	Kindly refer Vol. II, Clause 10.4.2
17.	Tech. Specs RCC/ pg-12	Cement content in concrete- For all grades of concrete manufactured/produced, minimum cement content shall be 300 kg per cubic metre of concrete. Also, irrespective of the grade of concrete, the maximum cement content shall not be more than 500 kg per cubic metre of concrete. These limitations shall apply for all types of cements of all strengths.	Minimum cement content of 300 kg per Cubic metre is not viable for the lower grade of concrete. So, we understand that the cement content shall be as per the approved mix design.	For grade less than M25, less than 300 kg of cement can be used as per mix design.
18.			We understand that contractor can use fly-ash content as per IS 456 in concrete mix design. Kindly confirm.	Yes, Fly Ash can be used but for the grade, M25 or higher minimum cement content should be 300 kg

Sr. No.	Page No. / Volume / Ref. Clause No.	Text provided in the RFP	Clarification sought with justification, if any	Response to the Queries
19.			We request you to provide CAD drawings of Civil and MEPP.	We shall provide Auto CAD upon submission of Non-disclosure Agreement.
20.	Sr. No: 2 List of Approved Make for Civil Works	Cement	We request you to add "Laxmi" cement as approved vendor.	No change
21.	Sr: 6 List of Approved Make for Civil Works	Reinforcement Steel	We request you to add "Gallant, Vinayak , National, Friends" as approved vendor.	No change
22.	Sr: 11 List of Approved Make for Civil Works	AAC Blocks	We request you to add "ECOGREEN, BRIXO" as approved vendor.	Please refer to corrigendum 3 Annexure B
23.	Sr: 36 List of Approved Make for Civil Works	Fire Rated Doors	We request you to add "NAVAIR & ACODOR" as approved vendor.	No Change
24.	Sr: 27 List of Approved Make for Civil Works	Acoustical Ceiling / Wall Paneling	We request you to add "ECOTONE" as approved vendor.	No change
25.	Sr No – 74 Electrical BOQ	ELW 06.00 DG Set with AMF panel	Please confirm as per the latest norms can we go with CPCB -4 norms.	Consider CPCB-2norms.
26.	Sr No - 119 to 138 Electrical BOQ	MV Cable - Supply, testing and Laying and commissioning of XLPE steel wire/flat armored cable of 1100 V grade of Aluminum Conductor	Kindly clarify what we have consider XLPE steel wire/flat armored cable. Please clarify same.	As per Cable - IS 7098-Part-2.

Sr. No.	Page No. / Volume / Ref. Clause No.	Text provided in the RFP	Clarification sought with justification, if any	Response to the Queries
27.	Sr No – 196 Plumbing BOQ	ELW 11.00 Internal Wiring.	Kindly provide average length for Point wiring.	We have shown DB Location, Switchboard, and Light Point location with Control. Kindly Calculate the average length from the layout.
28.	Sr No - F – 56 Plumbing BOQ	SUB-HEAD: VI: PUMPS:-	We request you clarify what can we consider of SS -316 L or 304 material in HPN system.	SS-304 Material Casing
29.	Sr No - 43.0 Plumbing BOQ	Constructing masonry Chamber 30x30x50 cm inside	Kindly provide detailed drawing for better clarity.	Please refer to corrigendum 3 Annexure A
30.	Sr No - 45.0 Electrical BOQ	Supply, Installation, testing and commissioning of GRP (SMC) water storage tank on independent base. Dimension of the tank will be as per site requirement and as per direction of engineer	Kindly provide detailed drawing for better clarity.	Please refer to corrigendum 3 Annexure A
31.	Vol-I/Page No 63 Annexure H Financial Capacity Of Bidder	Turnover and Bid Capacity:	Bid Capacity Calculation in not provided in tender document. Kindly provide the same for further process.	Please refer to Corrigendum-3-revised Annexure H
32.		2.2.3 In case the Bidder is a Consortium, it should comply with the following additional requirements: Bid should contain the information required for each Member of the Consortium, provided number of members of Consortium should	As per the clause the criteria for the Consortium is not clarified. Whether the Lead Member and Second Member Jointly fulfil the required pre-qualification criteria. Such as the Lead member having experience as required in clause 2.2.2 (ii) a)	The consortium as a whole shall meet the minimum eligibility criteria as set forth in RFP.

Sr. No.	Page No. / Volume / Ref. Clause No.	Text provided in the RFP	Clarification sought with justification, if any	Response to the Queries
		not exceed 2 (two). None of the members in a Consortium should be under any sort of ineligibility under the Bid documents	of One Eligible Infrastructure Assignment of required amount and the Second member having Experience as required of clause 2.2.2 (ii) b) this consortium should allow to participate, request to clarify. In general practice in this type of specialized work the Civil and MEPF contractor who are not having special job experience such as in this case the BIOTECH LABORATORY, the Civil contractor as a lead member having Joint Bid agreement with the Specialized agency are allowed to Bid. We also would like to request to clarify the other criteria such as 2.2.2(iii) (d), e, for Lead Member as well as for Secondary Member in case the bid is submitted as consortium.	
33.			Whether the HT panels need to be supplied by OEM or supplied by OEM Authorized channel partner will be acceptable?	Supplied by OEM Authorized channel partner but Certified by OEM.
34.			If there is any Discrepancy between Technical Specification and BOQ, which will be considered/superseded?	Please refer to clause 1.5 of RFP Vol II
35.			For Panels - if there is any Discrepancy between Technical Specification / Single Line Diagram and BOQ, which will be considered/superseded?	Please refer to clause 1.5 of RFP Vol II

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36.			EMD amount is extremely high, we request you to kindly consider as 1% of the estimated cost of tender.	No change
37.			Whether R&B registered contractors shall be allowed from exemption of EMD? Please clarify.	No Change. Please refer to corrigendum 1 for exemption
38.			Due to frequent corrigendum, tender documents have been messed up. We request you to kindly upload the final documents which are to be considered.	Query uncleared. Please refer to all corrigendum.
39.			Similar to point 6, the BOQ has also been revised 3 times. we request you to please provide the final BOQ which is to be quoted and upload the files which are not corrupted as the previous one.	Query uncleared. Please refer to all corrigendum.
40.			This tender scope of work involves a lot of specialized work which requires more attention in terms of technical requirements. Vendors are also studying the requirements for providing the quotation to us, therefore we require 15 more days for submission of bid. We request you to kindly consider and grant extension for submission of Bid by 15 more days please.	Please refer to Corrigendum-3

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41.	Vol-1 2.2.2 (iii) d Page No -23	the Bidder must have an average annual Turnover greater than INR 100 Crore (Rupees One Hundred Crores only) for the last 3 (three) financial years preceding the bid due date. This must be certified by statutory auditor/CA. In case the annual accounts for the latest financial year are not audited, the Bidder shall provide an undertaking duly signed by SA/CA to this effect, and shall submit Turn Over credentials for the financial year preceding the latest financial year for which the Turnover is not audited and therefore not being provided	"Request to you consider latest turnover AY-57.46 Cr. Or CPWD registration certificate for equivalent value of works capability. "	No change
42.	8 Vol-1 Page No - 7	Last date and time of Submission of bids	We request to you please extend the bid Due date of the Project by at least 15 days from the date of reply of Pre-Bid queries.	Please refer to corrigendum-3
43.	2.2.2 (ii) a Vol-1 Page No -22	"it has experience of having completed at least 1 (One) Eligible Building Infrastructure Assignments in the last 10 (Ten) years preceding the Bid Due Date as the contractor for construction of the Project, having total project cost of each such assignment being at least 80% of Estimated Cost of Project. Or	"As per Govt. norms, 7% escalation YOY on cost of project should be allowed in calculation. Current value of the project completed in the last 10 years should be derived as per the escalation factor. Also, as per 2.2.2 clause b since amended for 50 crores projects value, the minimum value	Please refer to corrigendum 3

Sr. No.	Page No. / Volume / Ref. Clause No.	Text provided in the RFP	Clarification sought with justification, if any	Response to the Queries
		<p>it has experience of having completed at least 2 (Two) Eligible Building Infrastructure assignments in the last 10 (Ten) years preceding the Bid Due Date as the contractor for construction of the Project, having total project cost of each such assignment being at least 50% of Estimated Cost of Project.</p> <p>Or</p> <p>it has experience of having completed at least 3 (Three) Eligible Building Infrastructure assignments in the last 10 (Ten) years preceding the Bid Due Date as the contractor for construction of the Project, having total project cost of each such assignment being at least 40% of Estimated Cost of Project."</p>	for clause a) also should be amended accordingly. "	
44.	Page No -67 Vol-1	FORMAT FOR FINANCIAL BID	Kindly confirm if the contract price is to be submitted including O&M for 3 (three) years. Or is there any separate annexure for the same.	Please refer to APPENDIX II of Instructions to bidder RFP Vol I .

Corrigendum-3

S.N.	Clause No.	Original Clause	Modified Clause/New Clause																																	
1.	Article 6, Clause 6.6 Vol II	The Contractor shall, against the interest free advance payment which shall be equivalent to 3% of the Construction Fee (“Mobilization Advance”) to be provided by the Authority, furnish to the Authority a bank guarantee for an amount equal to 110% of the Mobilization Advance as per the format specified Part C of the Schedule 8 (“Advance Guarantee”) and Programme Schedule as per Clause 11.1.2.	The Contractor shall, against the interest free advance payment which shall be equivalent to 5% of the Construction Fee (“Mobilization Advance”) to be provided by the Authority, furnish to the Authority a bank guarantee for an amount equal to 110% of the Mobilization Advance as per the format specified Part C of the Schedule 8 (“Advance Guarantee”) and Programme Schedule as per Clause 11.1.2.																																	
2.	DATA SHEET And Vol. I 1.3	Last Date for submission: Financial Bid and Technical Bid (online): 23/08/2023 up to 18:00 hours IST Last Date for Submission: Technical Bid (Hard Copy): 24/08/2023 up to 18:00 hours IST	Last Date for submission: Financial Bid and Technical Bid (online): 04/09/2023 up to 18:00 hours IST Last Date for Submission: Technical Bid (Hard Copy): 05/09/2023 up to 18:00 hours IST Date of technical Presentation: 06/09/2023																																	
3.	Vol-I New clause		Current value of the project completed in the last 10 years shall be derived as per the escalation factor provided below: 7% <table border="1"> <thead> <tr> <th>Year</th> <th>Financial Year</th> <th>Enhancement factor</th> </tr> </thead> <tbody> <tr> <td>Base (Inviting Year)</td> <td>2023-24</td> <td>1.0</td> </tr> <tr> <td>1</td> <td>2022-23</td> <td>1.07</td> </tr> <tr> <td>2</td> <td>2021-22</td> <td>1.14</td> </tr> <tr> <td>3</td> <td>2020-21</td> <td>1.21</td> </tr> <tr> <td>4</td> <td>2019-20</td> <td>1.30</td> </tr> <tr> <td>5</td> <td>2018-19</td> <td>1.39</td> </tr> <tr> <td>6</td> <td>2017-18</td> <td>1.49</td> </tr> <tr> <td>7</td> <td>2016-17</td> <td>1.59</td> </tr> <tr> <td>8</td> <td>2015-16</td> <td>1.71</td> </tr> <tr> <td>9</td> <td>2014-15</td> <td>1.83</td> </tr> </tbody> </table>	Year	Financial Year	Enhancement factor	Base (Inviting Year)	2023-24	1.0	1	2022-23	1.07	2	2021-22	1.14	3	2020-21	1.21	4	2019-20	1.30	5	2018-19	1.39	6	2017-18	1.49	7	2016-17	1.59	8	2015-16	1.71	9	2014-15	1.83
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S.N.	Clause No.	Original Clause	Modified Clause/New Clause			
			10	2013-14	1.95	
4.	Vol-I New Clause		The exemption from payment of earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) that are claimed by an entity shall be subject to the applicable policy of the state of Gujarat and furnishing of supporting documents in respect of such claim.			
5.	Schedule 3	List of approved make for AAC blocks- Suryashree, Green Mirror Buildcon, Xtralite from Ultratech	List of approved make for AAC blocks- Xtralite from Ultratech Ecogreen. Brixo			
6.	Clause 2.2.2	For the purpose of this RFP, Estimated Cost of Project ("ECP") is INR 83.8 cr. (INR Eighty-Three Crore and Eighty Lakhs) inclusive of GST including cost of construction and O&M for 3 (three) years.	For the purpose of this RFP, Estimated Cost of Project ("ECP") is INR 85.76 cr. (INR Eighty-Three Crore and Eighty Lakhs) inclusive of GST including cost of construction and O&M for 3 (three) years.			
7.	Clause 11.2	Unless there is an extension of time granted by the Authority to the Contractor under the terms of this Contract for Completion of its Works, the Contractor shall, acting in a co-ordinated manner, ensure that its Works are completed and are performed in a manner such that the entire Project is commissioned by or before 18 (Eighteen) months of the Appointed Date ("Completion Date"). However, without prejudice to the generality of the foregoing, the overall responsibility of ensuring Completion of the Project on or before the Construction Period will solely rest with the Contractor. For avoidance of doubt, it is clarified that the entire or any section of the Works would be considered as complete when the execution of such Works under this Contract is complete in all respect and accepted by the Authority for the purpose of issuing the Works Completion Certificate in respect of those Works.	Unless there is an extension of time granted by the Authority to the Contractor under the terms of this Contract for Completion of its Works, the Contractor shall, acting in a co-ordinated manner, ensure that its Works are completed and are performed in a manner such that the entire Project is commissioned by or before 18 (Eighteen) months of the Appointed Date ("Completion Date"). However, without prejudice to the generality of the foregoing, the overall responsibility of ensuring Completion of the Project on or before the Construction Period will solely rest with the Contractor. For avoidance of doubt, it is clarified that the entire or any section of the Works would be considered as complete when the execution of such Works under this Contract is complete in all respect including BU Permission and accepted by the Authority for the purpose of issuing the Works Completion Certificate in respect of those Works.			