

**CONSTRUCTION OF RESIDENTIAL QUARTERS FOR DOCTORS AND DHARMASHALA AT TATA MEMORIAL CENTRE ON DESIGN BUILD BASIS**

**Replies to Second (Final) Set of Queries**

Sr. No.	Clause Details	Queries by EPC Developer	Reference / Clause no.	EPC Consultant's Response
<b>GENERAL</b>				
<b>ARCHITECTURE, FACADE &amp; LANDSCAPE</b>				
1		MLCP - The footprint of 900 sqm and limitation upto 7th floor will not satisfy the parking count of 200 Nos as mentined in RFP. Footprint of 1175 sqm to 1200 sq m will have to be proposed ( considering 30 Nos of car parking per floor and 65% as circulation space <b>including ramps</b> ). Kindly confirm if we can exceed the footprint to accomodate the required no. of cars in the MLP OR reduce the requirement of cars in the MLCP		The carpark of 300 nos or as per statutory requirement, whichever is higher should be satisfied (both open and MLCP). The overall footprint should consider the proposed hospital building also.
2		BASEMENT - The kitchen cannot be proposed in the basement(as per regulation), hence we need to propose to use <b>basement for four wheeler parking</b> and plan the kitchen and laundry at the ground floor. Please confirm.		Design verification of submitted proposal will be done
3		Are the 3D views and walkthrough required as part of submission on 12th October.		refer RFP Vol-I, Clause 4.2.4, (b) Technical proposal under point no.(ix)
4		The RFP mentions the doctors room to be 200 Nos. and schematic drawings shows 208 Nos of rooms. We shall propose <b>200 doctors room</b> in the proposed architectural design. Please confirm.	prebid queries reply -Other Important Points - Point no.3	The plans are indicative only
5		kindly provide with detailed programme for central kitchen.		Proposal to be submitted and discussed during design verification only
6	Prebid reply from client dated 02.09.2015 point no.5-General queries	As per prebid query reply point no.5. drawings of compound wall is attached. But No such attachment in the email found. Requesting you to provide the same.		Attached along with this reply
7	Prebid reply from client dated 02.09.2015 point no.3b-Arch. queries	Please provide concept plan for proposed hospital building.		Attached along with this reply
<b>PLUMBING &amp; FF</b>				
1	Prebid reply from client dated 02.09.2015	W.r.t. clarification received, Solar heater with electrical heating coil may be proposed for hot water requirement for both Doctor's Resi. / Dharamshala. <b>We propose to consider Solar Hot Water System for any one building Doctor's Resi or Dharamshala and one building shall have Geyser hot water supply because of the height as one building is 16 storied and the other one 14 storied. Hence Centarlized Solar Hot Water System cannot be considerd. Pls. confirm. (We can gain points w.r.t. Griha if 50% of total hot water is considered by Solar Hot Water System).</b>		Should be as per our prebid queries reply (02.09.2015) under III Plumbing & FF, point no.5.
2	Prebid reply from client dated 02.09.2015	<b>We are not proposing Effluent Treatement Plant as it not required for Residential Buildings. We have already considered Sewage Tretament Plant of MBR Type in our scope. Pls. Confirm (Griha mention's to consider Waste Tr. Plant, hence we are achieving the points).</b>		Should be as per our prebid queries reply under III Plumbing & FF, point no.3 b.
3		As desired we shall be considering population 400 persons fixed and 400 persons floating for working out U/g tank / STP capacities. Pls. confirm.		Design verification of submitted proposal will be done
4	Prebid reply from client dated 02.09.2015	<b>We are not proposing Bio-Gas plant as we have already considered STP for waste coming from kitchen through Grease trap and also we are achieving energy effciency Griha points by considering Hot Water System. Pls. confirm.</b>		Proposal to satisfy all statutory requirments and Griha norms
5		In absence of Kitchen Equipment drgs we shall assume 2 cold water inlets & drainage outlets at this stage. Pls. comfirm.		Design verification of submitted proposal will be done
6		We are considering 250mm sunk in all the toilet & kitchen areas. Kindly confirm.		Design verification of submitted proposal will be done

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7		We are assuming single point of Domestic water inlet and drainage in Laundry area.		refer our prebid queries reply (02.09.2015) under III - Plumbing & FF, point no.21
<b>ELECTRICAL</b>				
1		Pl provide Elec load for Laundry & Kitchen equipment to be considered for Design.		To be designed as per standards and to be discussed during design verification
2		We are not considering Gyser point Electrical in Dharamshala. Pl confirm.		refer our prebid queries reply (02.09.2015) under IV Electrical - point no.9.
3		We will consider 1% Load of Lighting for Solar panel ( Renewable source ) to get Griha Points. Pl confirm.		refer our prebid queries reply under IV Electrical - point no.3.
<b>COMMERCIAL CONDITIONS</b>				
1	Performance Security-(a) Within 30 days of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security in the form of a bank guarantee for an amount of ten per cent of the Contract Value. The approved form provided in the "Instructions to Tenderers documents shall be used for Bank Guarantee. The Bank Guarantee shall be valid upto 6 months beyond the "Defects Liability Period".	(a) Within 30 days of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security in the form of a bank guarantee for an amount of <b>Five per cent of the Contract Value.</b> The approved form provided in the "Instructions to Tenderers documents shall be used for Bank Guarantee. The Bank Guarantee shall be valid upto the "Defects Liability Period".	Clause 4.2 - Page 14, GCC	not acceptable and shall be as per the RFP document only
2	Co-operation with others Persons at Site-Services for these personnel and other EPC developers may include the use of EPC developer's Equipment, Temporary Works or access arrangements, which are the responsibility of the EPC developer.	Services for these personnel and other EPC developers may include the use of EPC developer's Equipment, Temporary Works or access arrangements, which are the responsibility of the EPC developer, <b>charges towards the same shall be mutually agreed and paid.</b>	Clause 4.5 - Page 15, GCC	not acceptable and shall be as per the RFP document only
3	EPC developer's Warranty of Design-b. The EPC developer warrants that the EPC developer's Proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer's Requirements or any part thereof, the EPC developer's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at EPC developer's own cost.	b. The EPC developer warrants that the EPC developer's Proposals meet the Employer's Requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Employer's Requirements or any part thereof, the EPC developer's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at EPC developer's own cost, <b>unless and until the said design is earlier approved by Employer/EPC consultant for its reasonable degree of adequacy, sufficiency, practicality.</b>	Clause 5.3 - Page 21, GCC	not acceptable and shall be as per the RFP document only
4	Equipments (Kitchen, Laundry, etc.)-The EPC developer shall procure, install and commission all required equipments in accordance with the Employer's Requirements. All the equipments shall be of the latest specifications and internationally accepted.	The EPC developer shall procure, install and commission all required equipments in accordance with the Employer's Requirements. All the equipments shall be of the latest specifications and <b>as per relevant to IS codes</b>	Clause 6.0 - Page 22, GCC	Refer our prebid queries reply (02.09.2015) under III Plumbing & FF, point no.18 & 21.
5	Extension of Time for Completion-No claim towards idle time charges shall be entertained by the EPC Consultant for any reasons whatsoever. However, if the work is delayed for reasons attributable to the Employer/ EPC Consultant, the Employer/EPC Consultant may at his discretion, grant extension of time, as he considers reasonable for the proper completion of work. The grant of such extension of time will not bestow on the EPC developer any right to claim compensation/extra payment for idling of plant, labour and over head loss etc at a future date whatsoever.	No claim towards idle time charges shall be entertained by the EPC Consultant for any reasons whatsoever. However, if the work is delayed for reasons attributable to the Employer/ EPC Consultant, the Employer/EPC Consultant may at his discretion, grant extension of time, as he considers reasonable for the proper completion of work. The grant of such extension of time will not bestow on the EPC developer any right to claim compensation/extra payment for idling of plant, labour and over head loss etc at a future date whatsoever. <b>However, EPC developer shall be entitled to an additional payment on account of actual losses incurred by if upon approval of EPC consultant as per provision of.</b>	Clause 9.4 - Page 28, GCC	not acceptable and shall be as per the RFP document only

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6	Rate of Progress-If these revised methods cause the Employer to incur additional costs, the EPC developer shall subject to Sub-Clause 2.4 (Employer's Claims) pay these costs to the Employer, in addition to liquidated damages (if any) under Sub-Clause 9.7 below.	Not acceptable.	Clause 9.6 - Page 29, GCC	Shall be as per RFP document only
7	Liquidated Damages-In case the Engineer decides to extend the Contract with liquidated damages for delays due to EPC developer, in that case without prejudice to any other right or remedy available to the Employer/ EPC Consultant, the liquidated damages shall be levied at the rate of half percent (0.5%) of the Contract Value for the Works for each week or part of the week the EPC developer is in default subject to a maximum of 10% of the total Contract Value).	In case the Engineer decides to extend the Contract with liquidated damages for delays due to EPC developer, in that case without prejudice to any other right or remedy available to the Employer/ EPC Consultant, the liquidated damages shall be levied at the rate of half percent (0.25%) of the Contract Value for the Works for each week or part of the week the EPC developer is in default subject to a maximum of (5%) of the total Contract Value.	Clause 9.7 - Page 29, GCC	not acceptable and shall be as per the RFP document only
8	Resumption of Work-After the permission or instruction to proceed is given, the Parties shall jointly examine the Works and the Plant and Materials affected by the suspension. The EPC developer shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.	After the permission or instruction to proceed is given, the Parties shall jointly examine the Works and the Plant and Materials affected by the suspension. The EPC developer shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension and the such cost incurred shall be paid by the Employer.	Clause 9.9 - Page 31, GCC	not acceptable and shall be as per the RFP document only
9	Resumption of Work-After the permission or instruction to proceed is given, the Parties shall jointly examine the Works and the Plant and Materials affected by the suspension. The EPC developer shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.	Rate will be revised for balance scope of work.	Clause 9.9 - Page 31, GCC	not acceptable and shall be as per the RFP document only
10	Extension of Defects Liability Period-The Employer/ EPC Consultant may at his discretion, extend the Defects Liability Period for the Works or a Section if and to the extent that the Works, Section or a major equipment of the building (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Liability Period shall not be extended by more than six months. Extra expenses /losses incurred by the Employer due to any extension of Defects Liability Period shall be recovered from EPC developer.	Not acceptable.	Clause 12.3 - Page 34, GCC	Shall be as per RFP document only
11	Failure to Remedy Defects-(b) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the EPC developer.	(b) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for such Works or for such part (as the case may be).	Clause 12.4 - Page 34, GCC	not acceptable and shall be as per the RFP document only

Sr. No.	Clause Details	Queries by EPC Developer	Reference / Clause no.	EPC Consultant's Response
12	The Contract Price-(c) The contract price shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46th Amendment) Act 1982, if any further indirect tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the EPC developer thereupon necessarily and properly pays such indirect taxes/levies, the contactor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the EPC developer) attributable to delay in execution of work within the control of the EPC developer. Any change in direct taxes will not be considered for reimbursement.	(c) The contract price shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46th Amendment) Act 1982, if any further indirect tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the EPC developer thereupon necessarily and properly pays such Direct / indirect taxes/levies, the contactor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the EPC developer) attributable to delay in execution of work within the control of the EPC developer.	Clause 15.1 - Page 37, GCC	not acceptable and shall be as per the RFP document only
13	Mobilisation Advance-Mobilisation advance shall be paid upto 5% of original Construction Value stated in the Letter of Acceptance and is payable in two equal installments. The first installment shall be paid after mobilization has started and next installment shall be paid after satisfactory utilization of earlier advance. The interest rates shall be charged at 10% per annum.	Mobilisation advance shall be paid upto 10% of original Construction Value stated in the Letter of Acceptance and is payable Single installment.	Clause 15.4.i - Page 38, GCC	not acceptable and shall be as per the RFP document only
14	Interest in Case of Delay in Repayment of Advances-Should there be any delay in the progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the original date of completion stipulated in the Contract, then the interest to be charged from the EPC developer on the remaining portion of the advance beyond the completion date specified in the Contract, shall be 2% above State Bank of India prime lending Rate or 10% whichever is higher. In all cases, the BG for mobilization advance shall be valid for 6 months after Defects Liability Period.	Not acceptable.	Clause 15.6 - Page 38, GCC	shall be as per the RFP document only
15	Advances to be used only for This Work-The advances shall be used by the EPC developer strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the EPC developer shall be liable to return the advance at once and to pay interest at 2% above State Bank of India prime lending Rate or 15% per annum whichever is higher, till the advance is recovered back from him.	The advances shall be used by the EPC developer strictly for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes.	Clause 15.7 - Page 38, GCC	Not acceptable and shall be as per the RFP document only
16	Timing of Payments-(a) the first installment of the advance payment within 42 days after the date on which the Contract came into full force and effect or within 21 days after the Employer receives the documents in accordance with Sub-Clause 4.2 (Performance Security) and Sub-Clause 15.4 (Advance Payment), whichever is later; (b) the amount which is due in. respect of each Statement, other than the Final Statement, within 56 days after receiving the Statement and supporting documents;	(a) the first installment of the advance payment within 15 days after the date on which the Contract came into full force and effect or within 15 days after the Employer receives the documents in accordance with Sub-Clause 4.2 (Performance Security) and Sub-Clause 15.4 (Advance Payment), whichever is later; (b) the amount which is due in. respect of each Statement, other than the Final Statement, within 28 days after receiving the Statement and supporting documents; and	Clause 15.10 - Page 39, GCC	Not acceptable and shall be as per the RFP document only

Sr. No.	Clause Details	Queries by EPC Developer	Reference / Clause no.	EPC Consultant's Response
17	Statement at Completion-Within 84 days after receiving the Taking-Over Certificate for the Works, the EPC developer shall submit to the Employer/ EPC Consultant six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 15.8 (Application for Interim Payments), showing:	Within 56 days after receiving the Taking-Over Certificate for the Works, the EPC developer shall submit to the Employer/ EPC Consultant six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 15.8 (Application for Interim Payments), showing:	Clause 15.11 - Page 39, GCC	Not acceptable and shall be as per the RFP document only
18	Termination by Employer due to EPC developer's Default-(b) If the EPC Developer having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.	(b) If the EPC Developer having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of Fifteen days thereafter.	Clause 16.2 - Page 41, GCC	Not acceptable and shall be as per the RFP document only
19	Termination by Employer due to EPC developer's Default-(c) If the EPC Developer has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.	(c) If the EPC Developer has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of <b>Fifteen</b> days from the Engineer-in-Charge.	Clause 16.2 - Page 41, GCC	Not acceptable and shall be as per the RFP document only
20	Termination by Employer due to EPC developer's Default-(d) If the EPC Developer fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.	Not acceptable.	Clause 16.2 - Page 41, GCC	Not acceptable and shall be as per the RFP document only
21	Termination by Employer due to EPC developer's Default-(e) If the EPC Developer persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.	(e) If the EPC Developer persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within <b>15</b> days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.	Clause 16.2 - Page 41, GCC	Not acceptable and shall be as per the RFP document only
22	Lien in Respect of Claims in Other Contracts-Any money due to the EPC developer either alone or jointly with others, including the Performance Security amount returnable to him, may be withheld or retained by exercise of lien by the Employer, against any claim of the Employer in respect of payment of a sum of money arising out of or under any Contract other than the present Contract made by the EPC developer, alone or jointly with the Employer. It is an agreed term of Contract that the sums of money so withheld or retained under this clause by the Employer, shall be kept withheld or retained till the claims arising out of or under the other Contract, are either mutually settled or determined by the Arbitrator, or by the competent Court, as the case may be and the EPC developer will have no claims of interest or damage in this regard whatsoever	Any money due to the EPC developer either alone or jointly with others, including the Performance Security amount returnable to him, may be withheld or retained by exercise of lien by the Employer, against any claim of the Employer in respect of payment of a sum of money arising out of or under Contract present Contract made by the EPC developer, alone or jointly with the Employer. It is an agreed term of Contract that the sums of money so withheld or retained under this clause by the Employer, shall be kept withheld or retained till the claims arising out of or under the Contract, are either mutually settled or determined by the Arbitrator, or by the competent Court, as the case may be and the EPC developer will have no claims of interest or damage in this regard whatsoever	Clause 21.2.2 - Page 50, GCC	Not acceptable and shall be as per the RFP document only

Sr. No.	Clause Details	Queries by EPC Developer	Reference / Clause no.	EPC Consultant's Response
23	Nomination of Arbitrators / Sole Arbitrator-If the Engineer fails to give his instructions or decisions in writing within 2 weeks or if the EPC developer is dissatisfied with the instructions or decision of the Engineer, the EPC developer may within 14 days, of the receipt of Engineer's decision appeal to the Director, TMC who shall appoint an arbitrator.	If the Engineer fails to give his instructions or decisions in writing within 2 weeks or if the EPC developer is dissatisfied with the instructions or decision of the Engineer, the EPC developer may within 14 days, of the receipt of Engineer's decision appeal to the Director, TMC who shall appoint an arbitrator in agreement with the EPC developer.	Clause 21.7 - Page 50, GCC	Not acceptable and shall be as per the RFP document only
24	TIME SCHEDULE-The tenderer shall submit with the tender "Time Schedule" for completion of various portions of works. This schedule is to be within the overall completion period of 17 months, including the time period for getting approvals/permissions/permits from the statutory authorities including Occupancy / Completion Certificate. The detailed programme in the form of a Critical Path Method (CPM) network shall include all activities starting from design to completion	The tenderer shall submit with the tender "Time Schedule" for completion of various portions of works. This schedule is to be within the overall completion period of 32 months, including the time period for getting approvals/permissions/permits from the statutory authorities including Occupancy / Completion Certificate. The detailed programme in the form of a Critical Path Method (CPM) network shall include all activities starting from design to completion	Clause 2.4 - Page 12, RFP Volume-I	Not acceptable and shall be as per the reply to prebid queries Item VII - Commercial conditions, Point no.3. If the time taken for obtaining statutory approvals exceeds 2 months, the extension of contract will be considered as per the merits of the case.
25	Performance Security-The EPC developer shall submit a performance security equal to 10% of Contract value within 30 days of issue of Letter of acceptance. The Performance Security should be submitted in the form of a Bank Guarantee from a scheduled commercial bank in India in the format supplied for bank guarantees in the Contract.	The EPC developer shall submit a performance security equal to 5% of Contract value within 30 days of issue of Letter of acceptance. The Performance Security should be submitted in the form of a Bank Guarantee from a scheduled commercial bank in India in the format supplied for bank guarantees in the Contract.	Clause 4.2 - Page 58, RFP Volume-I	Not acceptable and shall be as per the RFP document only
26	Penalty Clause: Should there be any delay in the achieving any milestone of the project, the EPC developer shall be liable to pay penalty for the delay to an extent of 1.25% of the total cost of work per milestone to the Employer"	Please identify these Milestones.	RFP Vol 1 , Pg 65	To be as per the detailed programme chart submitted along with the proposal and approved by the EPC consultant
27	Performance Security-The EPC developer shall submit a performance security equal to 10% of Contract value within 30 days of issue of Letter of acceptance. The Performance Security should be submitted in the form of a Bank Guarantee from a scheduled commercial bank in India in the format supplied for bank guarantees in the Contract.	For specialized works like Anti-Termite Treatment, Water proofing Treatment, etc. work has to be carried out through approved specialized agency that is a member of IPCA and shall give a 10 years guarantee to the employer. The EPC developer shall provide warantee on stamp paper for specified period for the Specialized works executed by them.	Clause 4.2 - Page 58, RFP Volume-I	Not acceptable and shall be as per the RFP document only
<b>GENERAL</b>				
1	<b>We would like to inform that since the timelimit for queries is already over, further clarification will not be issued.</b>			