

Corrigendum - 4
Pre-Bid Meeting – Listed Queries and Clarifications

Note:

- a. Bidder to quote for Architecture, Design & Detailed Consultancy Services with project Management Services for establishment of green field project for aerospace manufacturing plant at SEZ service charges in Rupees without GST, Taxes and Duties. GST, Taxes and Duties to be separately indicated in the remarks column of the commercial bid.
- b. The queries and clarifications to pre-bid meeting are as under:

Page No.	Clause No.	Content of RFP requiring Clarification	Points of Clarification required	BEMs Clarification
03	Para 3	Entire area of 25 acres of land will be developed OR as per requirement. An area of around 3 to 5 acres of land will be allocated for construction of Industrial Hangars and other facilities for Aerospace Manufacturing Plant considering the best suitable location in all respect. Balance area will be kept for future expansion with greenery / Landscaping apart from the utilities.	Request to provide details of the % of built-up area and No. of buildings / hangars and request to share the site plan.	Refer para 20 Sl.no. 03 of page 23 & 24 and As per tender terms & conditions.
03	-	Initially an area of around 3 to 5 acres will be used and subsequently the remaining area will be used for construction as may be required.	Pls clarify whether we have to quote our fees for initial stage of construction only for an area of around 3 to 5 acres.	As per tender terms & conditions.
04	03	Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority. The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. 6300032171 dated 20.03.2020, Closing date 13.04.2020 Time 14:00 Hrs. at the top. Note: Bidders shall ensure that their EMD (DD)/EMD Exemption Certificate is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts of the envelope. a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered. g) No responsibility will be taken for postal delay or non-delivery/non-receipt of EMD/firms claiming EMD exemption.	Pls clarify whether online submission/upload in BEM SRM Platform of NSIC/MSME certificate regarding exemption of Earnest Money Deposit (EMD) along with Technical bid is acceptable. Due to complete lockdown in Bengaluru/India upto 30.04.2020, we will not be able to travel for submission of Hard copy to BEM.	If bidder is MSME, Udyog Aadhar copy shall be uploaded for exemption of EMD amount. EMD shall be paid either Banker cheque/ DD/online payment. Receipt can be uploaded in the C- folder.
04	03	Earnest Money Deposit (EMD)	Can we submit the Earnest Money Deposit EMD as Bank Guarantee	

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04	3a	The bidders, if not Account Payee Demand Draft / Banker's Cheque. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.	Please clarify whether, MSME Udyog Aadhaar Registration certificate can be submitted seeking exemption.	If bidder is MSME, Udyog Aadhaar copy shall be uploaded for exemption of EMD amount.
06	04	Integrity Pact Agreement: Bidders need to enter into an integrity pact with BEML as per the Format provided at Annexure - X if the value of the contract is Rs.1 Crore and above.	Pls clarify that there is no requirement of submission of Integrity Pact Agreement	Please follow tender terms & requirements. In view of Covid-19 due to postal problem, Integrity pact to be uploaded in C folder with signature and seal. If order is awarded original copy is required.
07	05	The applicant must submit a duly notarized affidavit to The General Manager, BEML Limited, BEML Soudha, 23/1,4th Main Road, S R Nagar, Bangalore - 27 on or before closing date & time of the tender as part of the Pre-Qualification Bid in stamp paper of requisite value as under: - "I/We undertake and confirm that I/We/ our firm/ company/ JV have/has not been barred or blacklisted by any of the Central /State Govt. Departments, Undertakings, Autonomous bodies, institutions, Agencies, Societies, Enterprises, Corporations and Companies during last 7 (seven) years ending previous day of last date of submission of bid. Further that, if such information comes to the notice of BEML Limited I/we shall be debarred for bidding in BEML Limited in future forever. Also, if such information comes to the notice of Academy on any day before start of the work, BEML shall be free to cancel the Contract and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".	Due to complete lockdown in Bengaluru/India upto 30.04.2020, we will not be able to travel outside and purchase stamp paper and get it notarised. Hence pls accept the undertaking duly signed by authorised signatory on our company Letterhead.	As per tender terms & conditions.
09	01	Corrigendum 01	Please consider that the Part I of bid i.e. Pre-qualification bid requires EMD receipt, Integrity Pact, Affidavit for blacklisting and debarring (On stamp paper) as per clause 05 needs hard copy submission which is difficult due to COVID lockdown. Request you to consider an extension of around 2-3 weeks.	In view of Covid-19 due to postal problem, Integrity pact to be uploaded in C folder. If order is awarded original copy is required. EMD may also be paid through online. Receipt can be uploaded in the C folder. Date of submission extended up to 08 th June 2020. Please refer Corrigendum – 3

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09	01	Corrigendum-1 (Read as Estimated Cost as Rs.206 Lakhs)	The estimated cost is including GST or excluding GST	Rs.206 Lakhs estimated value is inclusive of GST. Bidder to quoted without GST.
09	01	The Estimated Cost is Rs. 20 Lakhs	Considering the magnitude of work involved (Architecture design, Laisoning & obtaining statutory approvals from more than 5 departments and project Management Consultancy Service) and duration of project of approx 24 - 30 months, the estimated cost is very low. Hence, we request you to enhance the estimated cost. Pls confirm whether the estimated cost is inclusive of GST @ 18%	Please refer corrigendum -1 issued. Value Corrected to Rs.206 Lakhs which is inclusive of GST.
10	c	The commercial bids of only the shortlisted/qualified bidders will be opened.	The successful consultant will be finalized through QCCBS or overall L1 Basis? Please elaborate	Order will be awarded on lowest techno commercially qualified bidder.
12	02	Avg Annual Financial Turnover during the last three years, should be atleast 30% of estimated cost (INR 61,80,000/-)	Turn Over, very low. We would suggest to increase.	As per tender terms & conditions. (Refer corrigendum 1) value comes to Rs.618 Lakhs
12	03	Experience	Request you to kindly consider ongoing projects for similar works as well with submission of part completion certificate or increase in the value of projects for pre-qualifying.	As per tender terms & conditions.
12	03	Successfully completed similar works during last Seven (07) years.	To consider 10 years instead of 07 years.	
12	3 (iv)	One similar work not costing less than the amount equal to 80% of the estimated cost (INR 82,40,000)	Value of architect fee or project cost?	Refer corrigendum 1 of tender for all values.
12	-	EC	Kindly clarify whether EC is available with BEML to obtain CFE from Pollution control board. If EC is not available, whether it is included in PMC scope. Kindly clarify. State environmental appraisal committee clearance is required. If available kindly forward the same to us.	Site is situated in KIADB industrial area, Aerospace park, SEZ, Devanahalli, Bangalore.
13	06	completion certificate	"If the completion certificate is from Private organization, the same shall be scanned and uploaded along with the technical bid along with TDS certificate". In lieu of TDS certificates from Private Client in submission of Proof, can we submit our 26 AS Forms submitted to IT dept as proof	TDS / 26 AS forms are acceptable.

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14	10	"The commercial bids of the bidders who have submitted the satisfactory documentary evidence for the above requirements shall be opened."	Request you to clarify if the selection criteria shall be L1 after the commercial bid opening or there is a QCBS system with weightage to technical and financial bids from bidders. There is no specific mention of the criteria for selection.	Order will be awarded on lowest techno commercially qualified bidder. GST & other applicable taxes / duties shall be quoted separately.
17	01	Planning	Sl. No 1. Is indicated as Planning. Does it indicate Architectural planning or overall Project planning. Should it be Architect or Project Director / Manager	Bidders to fill the Annexure-V indicating the specialist personal available.
18		Annexure VI (FORMAT OF CV)	Can we use our format CVs (Shall be self- attested)	As per format in tender.
20	09	The successful bidder / consultant shall be responsible for obtaining necessary license sanctions approvals wherever applicable.	We would like to exclude approvals from our scope.	
21	11	The successful bidder / consultant shall submit the PERT charts for all activities and advice BEML on best time frame for complete the project, with deliverables on daily, weekly & monthly.	PERT chart will be limited to design deliverables. Construction schedule to be part of PMC / Contractor.	As per tender terms & conditions.
21	11	The successful consultant shall submit the PERT charts for the construction activities in detail.	PERT shall be submitted in Microsoft project	Acceptable
21	12	Considering on lead time for critical items, Successful bidder/consultant shall give a list of items to be procured by executing contractors, along with the bidding document.	Part of PMC scope & not VA.	
21	13	Presentation shall mandatorily to include PERT chart, inter relationship with various activities running simultaneously, slippages, supply / clarifications of construction drawings in time for execution, course correction within scheduled date.	Part of PMC scope & not VA.	As per tender terms & conditions.
21	14	The successful bidder / consultant shall make weekly progress report to indicate the % of work completed and submit the same to BEML Ltd.,	Part of PMC scope & not VA.	
21	16	The successful bidder/consultant shall inspect the work at site till the completion of the project and render any technical advice to execute the work.	Shall on a periodic basis for design related issues / clarifications.	As per tender terms & conditions. Amendment issued ref. corrigendum 3
21	17	The successful bidder / consultant shall give design of bar bending schedule.	Bar bending schedule is part of Contractor scope.	
21	18	The successful bidder / consultant shall prepare all Good construction drawings 2D & 3D, in 5 sets prints & with original in CD's.	3D GFC? please clarify.	As per tender terms & conditions.

Page No.	Clause No.	Content of RFP requiring Clarification	Points of Clarification required	BEMLs Clarification
21	19	Bidder/consultant shall submit requisite number of tender documents, like Drawings, Technical specification, Particulars of specification, General terms & conditions & other necessary information for the tenderer as per the schedule	Part of PMC scope & not VA.	As per tender terms & conditions.
22	01	Basic Engineering shall include complete plant layout with operational suitability from BEML. 3D modeling, walk through presentations to be provided for this approved option. 3D modelling /animation to be submitted for 3(three) different options/iteration, for BEML approval. The selected one option shall be used for detailed design and execution.	Please clarify, what should be the duration (in minutes) of the 3D modelling / animation to be submitted for 3(three) different options / iteration, for BEML approval.	Time is not the criteria.3D modeling / Animation shall meet the requirement of project visualisation, understanding & execution.
22	01	10(ten) different Optional layout plans in 2D, shall be presented for discussion & approvals from BEML. 3D modelling, walk through presentations to be provided for this approved option. 3D modelling /animation to be submitted for 3(three)different options/iteration, for BEML approval.	<ul style="list-style-type: none"> For 10(ten) different optional layout plans in 2D, proposed to have 3(three) different 2D layout plans. For 3(three) different 3D walk through, proposed to have 2(two) different 3D walk through. 	As per tender terms & conditions.
22	01	Basic Engineering shall include complete plant layout with operational suitability to manufacture the products / items conforming to prevailing national standards, local byelaws, GRIHA (Green Rating for Integrated Habitat Assessment) National Green Building Rating System	10 options of layout & 3 options of 3D animation?? Please confirm.	
22	02	Conducting Soil testing	Soil Testing, we are considering 6 Bore Hole Nos	All bidders to note that 06 bore holes to be considered for bidding purposes.
22	02	Conducting Soil testing by a reputed agency as available in that location with concurrence from BEML limited	Please clarify whether, the No. of Bore-holes will be left to the discretion of the consultants Structural Engineer.	
22	02	30 days from acceptance of plant layout.	Ideally this must be done prior to start of design to understand SBC level for structural design.	As per tender terms & conditions.
22	20	% allotted to total bid amount	Summation of % allotted to total bid amount i.e. 5+1+16+4+29+5+1+5+35=101	Correction made at page 03. Delete 16%, read as 15%.

Page No.	Clause No.	Content of RFP requiring Clarification	Points of Clarification required	BEMLs Clarification
22	20	Scope, Time and Payment Schedules / Price Bid	<ul style="list-style-type: none"> i. Kindly clarify if some component of the scope can be taken up via a sub-consultant. We would require a sub-con for Scope as per 02 i.e. Soil testing and Scope as per 04 i.e. Liasoning. ii. Please clarify the timeline to be assumed for 05 i.e. PMC services mentioned as "On completion". iii. Please clarify if the point (3) in payment stage for scope item 01 i.e. 10 % will be released after completion of works and with submission of "As built" 3D Animation is at the end of construction of project. iv. Please confirm our understanding for the scope and project timelines is correct. v. Request you to confirm the Contract Period. 	<p>Responsibility lies with consultant.</p> <p>As per tender terms & conditions.</p>
22	20	SCOPE, TIME AND PAYMENT SCHEDULES / PRICE BID	<p>% of allotted to total bid amount is adding upto 101% as against 100%. Pls rectify. The no of stages of payment are too many and leads to lot of confusion/ambiguity. In some stages it leads to few thousands of Rupees (based on estimated cost mentioned in Tender document) which is impracticable. Hence some of the stages may be eliminated due to smaller percentages. This may pls be revised</p>	<p>Para 03 of page 23 of 50 For 16% Read 15%</p>
22	20	01. Basic Engineering shall include complete plant layout with operational suitability to manufacture the products / items conforming to prevailing national standards, local byelaws, GRIHA (Green Rating for Integrated Habitat Assessment) National Green Building Rating System (or any other similar agency) etc & 3D modeling including presentations / walk through presentations. 10 (ten) different Optional layout plans in 2D, shall be presented for discussion & approvals from BEML. 3D modeling, walk through presentations to be provided for this approved option. 3D modelling /animation to be submitted for 3(three) different options/iteration, for BEML approval. The selected one option shall be used for detailed design and execution.	<p>Based on our vast experience in handling more than 100 similar Industrial buildings, it is a common practice to prepare 2 to 3 different Optional layout plans for finalising and obtaining approval from BEML as against 10(ten) different Optional layout plans mentioned. Pls consider our request.</p> <p>GRIHA rating is not issued to Industrial buildings.</p>	<p>All as per tender terms & conditions.</p>

Page No.	Clause No.	Content of RFP requiring Clarification	Points of Clarification required	BEMLS Clarification
22	-	Conducting Soil testing by a reputed agency as available in that location with concurrence from BEML limited.	It is presumed that charges (Actual) for conducting soil investigation work shall be paid by BEML separately.	Para 20(02) of page 22 of 50 ref tender document.
22	-	Complete Design /Calculations & Detailed for Industrial Hangars / shops having mezzanine floors / balconies / walkways	Please provide concept/ scheme/ tender drawings/ General arrangement drawings to bidders to get an idea.	Concept / scheme shall be finalized by the firm in mutual consultation with BEML as per para 20 of page 22 Of 50 and all as per terms & conditions specified in the contract.
23	3a	Complete Design / Calculations & Detailed for Industrial Hangars/shops..... PEB	For the PEBs, the design, fabrication, supply and erection of steel structures shall be in the scope of PEB Vendor. However, Consultant shall provide the TS, tender documents and also undertakes approval of drawings for PEBs. Please confirm.	As per tender terms & conditions.
24	03	DESCRIPTION c) Complete Design and preparation of Good for construction drawings in 3D, with colour schemes and walk through. (Note: Tender will consist complete set of Good for Construction drawings in 2D & 3D formats, with complete BOQ to enable bidders for participating in contract on lumpsum basis.)	Please clarify, the total no. of 3D drawings to be submitted. What should be the duration (in minutes) of the 3D modelling /animation (OR) Will it remain the same as submitted earlier during Basic Engineering. (The selected one option shall be used for detailed design and execution)	As per para 18 pf page 21 of 50, 05 sets with original in CD (CAD & PDF formats) mentioned. Please read 05 sets 10 sets. Time is not the criteria.3D modeling / Animation shall meet the requirement of project visualisation, understanding & execution.
24	03	PAYMENT CRITERIA (2) 55% fee is payable on submission and obtain approvals from third party certification for Design Calculations, drawing and Bill of quantities of hangars and utilities for construction complete in hard & soft copy from a recognized institute of reputed like IIT/IISc/ Govt. certified agencies.	Please clarify whether, Bill of quantities are also required to be got approved by third party. Generally Civil structural design calculations and drawings are vetted by third party.	As per tender terms & conditions.
24	3b	Shall include preparation of tender documents, estimates based on latest MES SSR, Market rates	"Preparation of tender documents, estimates based on latest MES SSR, Market rates". Can we adopt CPWD DSR 2018 & AOR 2019 instead of MES SSR.	
24	3b	The above activities shall be scheduled in tender as a Lump sum /Project. The tender release for the project execution would be detailed /covered under following broad headlines. Interiors	<ul style="list-style-type: none"> •Please elaborate the Scope of Interior Works. •Please confirm, selection and finalization of Office Furnitures are not included in consultants' scope. 	It is a part of consultancy service.

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-	-	Electrical	<ul style="list-style-type: none"> •Details of Power Source and how it is drawn shall be furnished. •Estimated maximum power demand shall be provided. •Soil resistivity details shall be furnished 	Detailing shall be worked out by the consultant along with BEML and SEZ authorities / KIADB / BESCOM.
-	-	HVAC	<ul style="list-style-type: none"> • Any Clean room design to be considered? • Are HVAC facilities to be designed for future expansion also? 	It is in the scope of consultancy service & Electricity will be finalised during tender document preparation.
24	04	iii) Preparation & submission of all relevant documents and obtain minimum "3 Star rating" from GRIHA Council. (or any other similar agency, with prior approval from BEML) Note: BEML Ltd., shall pay all the statutory fees / payments as applicable to the concerned agencies / departments directly.	Please clarify whether, BEML will directly pay for the travel, accommodation, food, local transport during site visits for GRIHA members and organizing training sessions.	Refer para-10 Annexure VIII Page 20 of 50. BEML will not Pay. As per tender terms & conditions.
24	04	ii) Preparation & submission of all relevant documents and obtain approvals from third party certification for design calculations, drawings and bill of quantities of hangers and utilities for construction complete in hard & soft copy from a Recognized Institute of repute like IIT/IISc/Govt. certified agencies.	All the educational institutions are closed as on date and upto 30.04.2020 due to complete lockdown in Bengaluru/India, we will not be able to communicate or travel and obtain quotation from recognized Institute of repute like IIT/IISc/Govt. certified agencies for third party certification. Hence the necessary fees may please be borne by BEML for third party certification for design calculations, drawings and bill of quantities of hangers and utilities for construction complete from a Recognized Institute of repute like IIT/IISc/Govt. certified agencies.	As per tender terms & conditions.
24	c	Complete Design and preparation of Good for construction drawings in 3D, with colour schemes and walk through.	Is this Revit modelling for GFC & BOQ?	Please refer to Annexure – V page 17 of 50. As per tender terms & conditions.
25	03 & 04ii	Design calculations, drawings and bill of quantities of hangers and utilities for construction complete in hard & soft copy from a Recognized Institute of repute like IIT/IISc/Govt. certified agencies.	Payment mile stone covers Proof checking of Design Document Fee at 55% of % allotted for milestone. Again, specifies proof checking as concurrent Activity and no split of Fee indicated. We request to remove Proof checking in 20.04ii.	Para 4(ii) page 25 of 50 refer to liasoning charges. All as mentioned in tender document.

Page No.	Clause No.	Content of RFP requiring Clarification	Points of Clarification required	BEMLs Clarification
25	04	Approvals from KIADB / SEZ / AAI / Factories inspectorate / Pollution control board, or any statutory approval from Govt. bodies / quasi / local acts.	To consider as BEML scope	As per tender terms & conditions.
25	4i	Preparation & submission of all relevant documents and obtain approvals from KIADB / SEZ / AAI / Factories inspectorate / Pollution control board, or any statutory approval from Govt. bodies / quasi / local acts.	Govt approvals: Payment milestone needs a split up as there are minimum 2 stages of approval involved Preliminary prior to start of construction and Post construction for occupancy.	
25	4iii	Preparation & submission of all relevant documents and obtain minimum "3 Star rating" from GRIHA Council.	GRIHA: Payment milestone needs a split up as there are minimum 2 stages of approval involved a. Provisional Certificate and b. Final certificate after construction	
25	04	Liasoning works: i) Preparation & submission of all relevant documents and obtain approvals from KIADB / SEZ / AAI / Factories inspectorate / Pollution control board, or any statutory approval from Govt. bodies / quasi / local acts. Note: BEML Ltd., shall pay all the statutory fees/payments as applicable to the concerned agencies / departments	Request to limit the scope of consultant for preparing all relevant drawings / documents only.	
25	04	ii) Preparation & submission of all relevant documents and obtain approvals from third party certification for design calculations, drawings and bill of quantities of hangers and utilities for construction complete in hard & soft copy from a Recognized Institute of repute like IIT / IISc /Govt. certified agencies.	This is already in Sl. No. 3 PAYMENT CRITERIA (2). Please clarify whether, Bill of quantities are also required to be got approved by third party. Generally Civil structural design calculations and drawings are vetted by third party.	
25	04	Obtain approvals from third party certification for design calculations, drawing and bill of quantities of hangars and utilities for construction complete in hard & soft copy from a recognized institute of repute like IIT/IISc/ Govt. certified agencies.	<ul style="list-style-type: none"> The cost toward vetting of design document/ drawings by a recognized institute of repute like IIT/IISc/ Govt. certified agencies, shall be borne and paid by BEML directly to the above institute. Please confirm. Whether Govt. Engineering college is acceptable for vetting? Please confirm. The Government Institute or NIT/IIT are independent organisation and the bidder have no control over it. The time required to get such approval should not be counted for the time period given to the bidder. Please confirm. 	Please refer para 3 of page 23, 24 & 25 of 50 and all as per terms & conditions of contract.

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25	04	<p>Liasoning works: i) Preparation & submission of all relevant documents and obtain approvals from KIADB / SEZ / AAI / Factories inspectorate / Pollution control board, or any statutory approval from Govt. bodies/quasi/local acts.</p>	<ul style="list-style-type: none"> The cost toward Liasoning works shall be borne and paid by BEML directly to the appointed external agency. Consultant will provide all drawings/documents required by statutory bodies. Consultant will prepare the tender document for appointing external agency for Liasoning works as per BEML Guidelines and procedure. Please confirm. Local bodies are independent organization and consultant have no control over it. These local bodies take their own time in approval of plans and giving NOC. The time required to get such approval should not be counted for time period given to the consultant. 	Refer para (4) of page 25 of 50 & as per tender terms & conditions.
-	-	Preparation & submission of all relevant documents and obtain approvals for building stability certificate from a Chartered Engineer.	<p>After vetting of design document / drawings by competent Government Institute, whether it is really required to get stability certificate from a Chartered Engineer? In general, Stability certificate issued by consultant is sufficient. Please confirm.</p>	<p>As per tender terms & conditions. Please refer para 4(iv) of page 25 of 50.</p>
-	-	General - Land	Whether the land is ready for Construction activities and it is free from all encumbrances and charges including NGT related issues (if any)? Please confirm.	Site is situated in KIADB industrial area, Aerospace park, SEZ, Devanahalli, Bangalore.
-	-	Change in scope of work	It is presumed that there is no change in scope of work on later stage. If yes, it will be mutually discussed and agreed. Please confirm.	As per tender terms & conditions.
-	-	Floating of tender	Scope of BEML. Please confirm.	
-	-	Site office for PMC works	It is presumed that BEML will provide the semi furnished site office for supervision works. Please confirm.	
25	04	<p>Liasoning works: i) Preparation & submission of all relevant documents and obtain approvals from KIADB / SEZ/AAI/Factories inspectorate / Pollution control board, or any statutory approval from Govt. bodies/quasi/local acts.</p>	Is approval is for pre-construction & post construction?	Necessary approvals are required for successful execution of the project as per terms & conditions of contract.

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26	05	Project Management: Preparation of comparative statement of the offers, evaluation of the offers, acceptability of the offers, justifying the rates of the offers AHR/ALR rates and assisting completely M/s BEML Ltd., to finalize the contract.	This is PMC Scope & not VA.	As per tender terms & conditions.
26	06	Supervision & Monitoring: of the construction work at site till completion of the project / twelve (12) months. Scope also includes Liasoning with SEZ officers along with contractors, other agencies for all activities related to execution/accounting of works.	This is PMC Scope & not VA.	
26	06	Supervision & Monitoring.	Can we have split up of Supervisors i.e. PM + LE + 1 no Supervisor for 12 months (CIVIL) 2 no Supervisor for 9 months (MEP services)	
26	06	Supervision & Monitoring: of the construction work at site till completion of the project / twelve (12) months.	Pls let us know how the consultant's payments will be made if the construction period extends beyond 12 months till completion of project.	
27	06	PAYMENT CRITERIA The supervision fee will be paid separately on monthly basis. The Successful consultants has to nominate progress needs to be mentioned. The supervisors are to be conversant with SEZ related norms for any transactions/accounting and liasoning with SEZ officers as and when required.	Request to limit the scope of consultant for reporting to BEML. Transactions/accounting and liasoning with SEZ officers shall be in the scope of relevant contractors.	As per tender terms and conditions.
27	22	Project management services for 12 months from the date given by BEML.	Any additional remuneration will be payable if PMC services are extended beyond 12 months.	
27	22	PERIOD OF CONTRACT The period for the completion Construction Contract by BEML, project management services for 12 months start from the date given by BEML, prior to site mobilization by executing contractor/s. Successful consultant shall note that their services in consultancy and supervision shall be required till the completion of the project in all respect by the contractor/s for all works.	Please clarify whether, BEML will suitably compensate the consultant in the event the contract period gets extended for more than 12 months due to reasons not attributed to the consultant.	
27	22	Period of Contract	Please confirm if it is 12 months or until project completion?	
27	24	Security Deposit.	Security Deposit @ 10% wherein EMD would be adjusted. Are we to choose from the a,b,c options proposed	

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27	24	SECURITY DEPOSIT The successful bidder/consultant within 15 days of receipt of work order will have to pay a security deposit equivalent to 10% of the work order value for consultancy work after adjusting the EMD paid by them. The 50% Security Deposit so paid will be refunded after completion of the project and remaining 50% will be released after completion of defects liability period of the project.	We request you to reduce the security deposit amount to 5% of the work order value for consultancy work excluding GST as per the standard practice adopted in almost all the contracts	As per tender terms & conditions.
29	g	The Successful bidder/consultant shall certify the quality of the work executed by the contractor & will issue a completion certificate for the awarded work.	Part of PMC. Post receipt of this certification from PMC, VA shall issue completion certificate.	
29	h	Project Management shall include preparation of tender documents, estimates based on latest MES SSR, Market rates, preparation of comparative statement of the offers, evaluation of the offers, acceptability of the offers, justifying the rates of the offers AHR/ALR rates.	Part of PMC scope & not VA.	
33	36	The project is to be planned, designed and executed for Certification as per GRIHA (Green Rating for Integrated Habitat Assessment) National Green Building Rating System.	Please clarify, 3 Star GRIHA certification is to be taken for the entire Site of 25 Acres with all buildings as Large Development GRIHA Rating.	3 Star GRIHA certification is required for the facilities created.
36	-	Penalty.	Is PENALTY "per week delay" as stated in Clause 28 and for 20 weeks? Can we have it for 0.5% per weeks delay to a maximum of 5% i.e. 10 weeks.	As mentioned in tender documents.
-	-		Can the document submittal be digitally signed instead of physical signature on every page Keeping in view working from Home during ongoing Pandemic COVID-19	Digital signature is acceptable, as all documents including price bids are submitted with class 3 digital signature.
-	-		Type of activity and Manufacturing Process	As mentioned in Tender.
-	-	Architecture, Design & Detailed Consultancy Services with project Management Services for establishment of green field project for aerospace manufacturing plant at SEZ, Devanahalli, Bangalore.	Requesting to be excluded PMC from scope	PMC is part of contract. All as per terms & conditions.
-	-	The tender closing date is 20.05.2020.	Request for extension of submission deadline.	Extended upto 8 th June 2020
-	-		Final selection process is based on L1?	Order will be awarded on lowest techno commercially qualified bidder.

Page No.	Clause No.	Content of RFP requiring Clarification	Points of Clarification required	BEMs Clarification
-	-	Selection Criteria	Request you to please consider QCBS of 80%-20% for evaluation of Bids.	Order will be awarded on lowest techno commercially qualified bidder.
-	-	Fee Quotation	Please provide a format in which fee needs to be quoted	Only one price excluding GST to be submitted. GST & other applicable taxes / duties shall be quoted separately
-	-	Contract Validity	Please mention overall maximum contract validity and in case the contract validity is extended, please consider a pro rata increase in the fee.	On finalization / award of construction contract by BEM, project management services for 12 months start from the date given by BEM, prior to site mobilization by executing contractor/s. Successful consultant shall note that their services in consultancy and supervision shall be required till the completion of the project in all respect by the contractor/s for all works. All as per tender terms & conditions.
-	-	Entire area of 25 acres of land will be developed OR as per requirement. An area of around 3 to 5 acres of land will be allocated for construction of Industrial Hangars and other facilities for Aerospace Manufacturing Plant considering the best suitable location in all respect. Balance area will be kept for future expansion with greenery / Landscaping apart from the utilities.	Please share the Project Cost, Built Up Area and Program Brief for Phase 1 and rest of the Phases	Project cost: Rs.18 Cr approx. For other details, refer page 02 & para 20 of page 22.
-	-	The bidders, if not exempted, shall submit EMD amount of Rs.40,000/- (Rupees Forty Thousand Only), which can be paid online or can be submitted in the form of Account Payee Demand Draft / Banker's Cheque.	Please also allow Bank Guarantee as EMD	EMD shall be paid either Banker cheque/ DD/online payment as indicated in the tender.
-	-	Consortium of firms/companies is not eligible to apply.	Please allow consortium bids	As per tender terms & conditions.
-	-	SCOPE, TIME AND PAYMENT SCHEDULES / PRICE BID	Please consider a 10% mobilization fee before commencement of work	Payment terms will be as per terms & conditions of tender.
-	-	Security Deposit	Request you to please consider release of 100% security deposit at project completion stage	Please refer to para24 of page 27 of 50. As per terms & conditions of contract.
-	-	Penalty Clause	Request you to please limit the Liquidated Damages to 5% of the fee	As per tender terms & conditions.

Page No.	Clause No.	Content of RFP requiring Clarification	Points of Clarification required	BEMLs Clarification
-	-	Insurance	Please mention the Insurance Amount that needs to be maintained for this project. Usually it is to the amount of the fee	As per tender terms & conditions.
-	-	General	<ul style="list-style-type: none"> •How many acres required to be developed for master plan. •Approximate built up area for facilities 	As mentioned in the tender. Refer page 03 & page 22.
-	-		Project cost?	Estimated project cost is around Rs. 18 Cr. However, bidders to take note that BEML decision on this is final and binding.
-	-	Conducting Topographical survey works by a reputed agency	It is presumed that charges (Actual) for conducting Topographical survey work shall be paid by BEML separately.	As per tender document.
-	-	Topography survey	Please clarify whether, Topography survey has been conducted. If already done, will it be shared with the consultants in Auto CADD format.	Not available
-	-		Pls confirm no of building block proposed to be constructed in the initial stage along with Total Built-up area of all buildings & estimated cost of the project which will facilitate us in understanding the size of the project	Concept / scheme shall be finalized by the firm in mutual consultation with BEML as per para 20 of page 22 Of 50 and all as per tender terms & conditions.
-	-		Pls confirm whether we have to quote our consultancy fees excluding or including GST @ 18%	GST & other applicable taxes / duties shall be quoted separately.
-	-	Price Bid shall to be submitted online.	Request to share the Price bid format. The Price Bid should be exclusive / inclusive of GST.	GST & other applicable taxes / duties shall be quoted separately.
-	-	Project Construction cost	Request to share the budgeted value of the project construction.	Estimated project cost is around Rs. 18 Cr. However, bidders to take note that BEML decision on this is final and binding.
-	-	Earnest Money Deposit (EMD):	The EMD may please be exempted for PSU company.	Exemption certificate available, if any, shall be produced.
-	-	The tender closing date is 20.05.2020.	Request for extension till 30.05.2020.	Date of submission extended up to 08 th June 2020. Please refer Corrigendum – 3

Corrigendum 4: (Amendments):

1. Page 21 of 50

- a. Para 16, delete the word “inspect the” read as “supervise / monitor the progress of”.
- b. Para 18, delete “5 sets prints” read as “10 sets print”.
- c. Para 20, delete “subsequently” read as “as on date”.
- d. Para 03 of page 23 of 50 “in column 5 delete 16% and read as 15%”.

2. Para 02 of page 22 for “**Conducting soil testing by a reputed agency**” Read as “**conducting soil testing and topography of land survey by a reputed agency**”

3. Page 30 of 50 “para 28 PENALTY FOR DELAY”

Delete first para “**Time is the essence of contract....10 % of contract value**”

Insert; a. *“Time is the essence of the contract. For the delay attributable to the Consultant against time frame specified in contract, the consultant shall have to pay penalty of 0.5% of the contract value per week, subject to a maximum of 10% of the contract value”.*

b. Existing para “As per clause 20.....in detail for scope of work”.

Additions in para 28:

- c. For project management consultancy service (PMC), successful bidder has to work with executing contractors (Civil / PEB / Electrical / etc.) for timely delivery of intended Scope of Work by following all qualitative and quantitative parameters in all respect, as the construction tender is prepared with 100% GFC drawing in 3D & 2D formats. BOQs brands technical specifications, long lead items & other related information there shall be minimal. Technical clarification documents will be issued to contractors. These documents are under complete scope of consultant. In view of this, PMC service needs to ensure timely execution by contractors & co-ordinate all other related activities to SEZ requirement & Norms. It is the duty of the consultant, to ensure the executing contractor is deploying the resources as agreed by the executing contractor(s). Any delay in executing the work as reflected in the project management, penalty for delay attribute to the contractor shall be applicable for the portion related to PMC service.
- d. “As per clause 20 these are mutually dependent activities / responsibilities with executing contractors & successful bidder / consultant and extension of time shall be considered for such delay.

e. As the tender is for design & consultancy services, there is dependency on BEML for mutually dependent activities & responsibilities which are mentioned under scope of work. If the delay is attributable to BEML, penalty is not applicable & extension of time shall be considered for such activities.

f. **IF THE WORKS BE DELAYED:**

- i) by force majeure, or
- ii) by reasons of abnormally bad weather, or
- iii) by reasons of civil commotion, local combinations of workmen strike or lockout, affecting any of the tradesmen employed on the work, or
- iv) by reasons of delay on the part of nominated suppliers which the Contractor has in the opinion consultant taken all practical steps to avoid or reduce, or
- v) by reason of any other cause, which in the absolute discretion of Accepting Officer is beyond the control.

Then in such cases the Accepting Officer may grant fair and reasonable extension in the completion dates. Upon happening of any such event causing delay, the Consultant shall immediately, give notice but not later than 07 (seven) days thereof in writing to BEML but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of BEML. Extension of time as granted above shall be communicated to the Consultant by BEML in writing and shall be final and binding.

No claims in respect of compensation, loss of profit or otherwise, however, arising as a result of delay caused, extension granted shall be admitted.

(A). Force Majeure: The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the Consultant of its obligations pursuant to the terms of this Contract (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the Parties reasonable control and were not reasonably foreseeable and the effects of which the Party could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:

- (i) The effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;

- (ii) Fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) Epidemic, pandemic, plague or quarantine;
- (iv) War (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; radioactive contamination or ionizing radiation;

(B) Notice and Reporting:

(i) The Party, who is effected by the Force Majeure event (the effected Party), shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than fourteen (14) days after such commencement date, notify the other Party in writing of such event of Force Majeure and provide the following information:

- a. Reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
- b. Such date of commencement and an estimate of the period of time required to enable the effected Party to resume full performance of its obligations; and
- c. All relevant information relating to the Force Majeure and full details of the measures the effected Party is taking to overcome or circumvent such Force Majeure.

(ii) The effected Party shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Contract, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the effected Party requesting such information and access.

(C) Mitigation Responsibility:

(i) The effected Party shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the effected Party if it fails to use such reasonable endeavours during or following any such event of Force Majeure.

(ii) The effected Party shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.

(iii) The effected Party shall notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

(D) Consequences of Force Majeure Provided that the effected Party has complied and continues to comply with the obligations of this Clause and subject to the further provisions:

(i) the obligations of the Parties under this Contract to the extent of performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and

(ii) the time period(s) for the performance of the obligations of the Parties under this Contract to the extent of performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 6 months

(i) If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of six (6) months, then other Party shall have the right to terminate this Contract, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.
