

Consolidated Response to Bidders Queries							
References							
TENDER ENQUIRY DOCUMENT FOR COMMON FACILITIES AREA(CONSTRUCTION OF ADMIN. BUILDING, CANTEEN BUILDING, GUEST HOUSE BLOCKS, OBSERVATION TOWER & ASSOCIATED INFRASTRUCTURE WORK) FOR RE PARK OF 2375 MW CAPACITY AT GREAT RANN OF KUTCH AREA, GUJARAT							
Tender Enquiry Doc. No. GIPCL/RE Park/Common Facilities/2025-26							
Pre-bid queries received during Pre-Bid Meeting on 09.09.2025 and also through various email(s).							
Sr.No	Vol. No. & Section No.	Clause No.	Page No.	Main Clause	As per EPC Tender (GIPCL/RE Park/Common Facilities)	Bidder's Queries	GIPCL reply / clarification to Pre Bid Queries
1	Vol-I, Sec 2.0 Instructions to Bidders	2.2.1 (I)	Page: 5 of 12	Technical Experience (ROUTE 1)	The bidder should have Experience of having successfully designed, executed, tested and completed works within the preceding 7 (seven) years reckoned as on the date of Bid submission due date, works comprising RCC framed Residential / Non Residential buildings of two stories or more including civil and finishing, internal electrification, plumbing and sanitary meeting Any one of the following criteria with cumulative built-up area of all the three references together shall be at least 60,000 sqft. a. At least one work having minimum total built-up area of 30,000 sqft. b. At least two works, each having minimum total built-up area of 20,000 sqft c. At least three works, each having minimum total built-up area of 15,000 sqft,	Architectural and Design Work: We propose to engage a competent, registered third-party agency (authorized by the relevant authority) for the architectural and design scope. In view of this, we kindly request you to consider our bid without the requirement of a joint venture. All statutory documents and licenses will be submitted before commencement of the design work.	Please refer the Amendment-1
2	Vol-I, Sec 2.0 Instructions to Bidders	2.2.1 (I)	Page: 5 of 12	Technical Experience (ROUTE 2), Minimum Criteria for JV	ROUTE-2: JOINT VENTURE (JV) / CONSORTIUM / SUB-CONTRACTOR BIDS In case a bid is submitted by as Joint Venture (JV) / Consortium / Sub-contractor of two firms as partners, shall meet collectively the complete requirements mentioned at clause no. 2.2.1 (ROUTE 1, above) and clause no. 2.3 below. Further, the partners of Joint Venture / Consortium partner / sub-contractor shall meet the following requirements: a) All the partners of the JV / Consortium / Sub-contractor shall meet individually the Financial Position criteria given at 2.3 (ii) below. b) The lead partner shall meet not less than 40% of the Financial Position minimum criteria given at para 2.3 (i) & (iv) c) Each of the other partner(s) individually shall meet not less than 25% of the minimum Financial Position criteria given at para 2.3 (i) & (iv) The figure of average annual turnover and liquid assets/credit facilities for each of the partners of the JV / Consortium / Subcontractor shall be added together to determine the JV's compliance with the minimum qualifying criteria set out in para 2.3 (i) & (iv). However, for a JV / consortium to be qualified, the partner(s) of JV must also meet the following minimum criteria: 1) Any of the Partner(s) of JV meeting b) above (Route 2) and also satisfy the condition of clause 2.2.1 I. 'Technical Experience' can only be the Lead Partner. 2) The Lead Partner along with JV / Consortium partner / Sub-contractor jointly must meet the Technical Experience criteria as stipulated in para 2.2.1 ROUTE 1 above. 3) The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above.	Technical Criteria (Route-2, Section 2.0, Page 5, Clauses 1 & 2): the wording in these clauses appears ambiguous. We request your clarification/interpretation to enable us to comply correctly.	Please refer the Amendment-1
3	Vol-I, Sec 5.0 Special Conditions of Contract	15.2	Page: 7 of 12	Payment towards Works	Advance Payment against: 10% of Total Contract Value of Works (excluding taxes and duties) on 1. Acceptance of LOI 2. Mobilization at site 3. Submission of Advance Bank Guarantee of equivalent amount 4. Submission of Performance Bank Guarantee (validity of minimum 36 months) for 10% of the total EPC Contract Price 5. Submission of Detailed Project execution schedule	1. As per tender conditions, we are required to submit a Bank Guarantee 10% towards Security Deposit and Performance Guarantee. In this context, we seek clarification on why Running Account (R.A.) Bills are payable at only 80%. We understand this as 80% after deduction of 10% Mobilization Advance—kindly confirm. 2. Further, please clarify the meaning of “10% payment of the Contract Value of Works after Acceptance and Taking Over.”	10% of payment shall be released after completion of work and Handing over to GIPCL as per Tender Vol-I, Section 4.0, General Conditions of Contract (GCC) clause no.3.36 and issuance of Taking over certificate by GIPCL as per Appendix-32 of Vol-I, Section 7.0, List of Appendices.  No Change in Tender Conditions. Bidder shall Comply with Tender Conditions

4	<u>Vol-I, Sec 2.0 Instructions to Bidders</u>	2.1	Page 4 of 12	PRE-QUALIFYING REQUIREMENTS (PQRS)/ ELIGIBILITY CONDITIONS, General	<p>i. <u>The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.</u></p> <p>ii. <u>Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order).</u></p> <p>iii. <u>One party can bid as single entity only in any of the route below.</u></p>	<p><u>As per Vol I Sec 2, Instruction to Bidder, Clause no. 2.0, PRE-QUALIFYING REQUIREMENTS (PQRS)/ELIGIBILITY CONDITIONS, with respect to the qualification requirements for the aforementioned tender,</u></p> <p><u>2.1 (i) The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.</u></p> <p><u>(ii) Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019- PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order).</u></p> <p><u>As per above mentioned both clauses, We BUILD WELL ENGINEERS is a proprietorship firm, and we are registered “AA Class with the Government of Gujarat”, so do we qualify for this project ?</u></p>	<u>No Change in Tender Conditions. Bidder shall Comply with Tender Conditions</u>
5	Vol-I, Sec 5.0 Special Conditions of Contract	15.2	Page: 7 of 12	Payment towards Works	<p>Advance Payment against: 10% of Total Contract Value of Works (excluding taxes and duties) on</p> <ol style="list-style-type: none"> <li>1. Acceptance of LOI</li> <li>2. Mobilization at site</li> <li>3. Submission of Advance Bank Guarantee of equivalent amount</li> <li>4. Submission of Performance Bank Guarantee (validity of minimum 36 months) for 10% of the total EPC Contract Price</li> <li>5. Submission of Detailed Project execution schedule</li> </ol> <p>Against monthly RA bills for the Works executed at site: 80 % of Executed Value of Works + 100% taxes at actuals on submission of documentary proof.</p> <p>Acceptance and Taking Over: 10% of Contract Value of Works</p>	<p>With reference to Clause 15.2 – Payment Towards Works, we seek your kind clarification regarding the advance payment and deductions.</p> <p>As per our understanding:</p> <p>At the start of the contract, an Advance Payment of 10% of the Contract Value will be released against submission of an Advance Bank Guarantee (ABG) of equivalent amount along with other requirements.</p> <p>Subsequently, 10% deduction will be made from each RA Bill until the advance amount is fully recovered.</p> <p>Our query is:</p> <p>Does this mean that effectively 20% of the contract value (10% ABG + 10% deduction from RA bills) will remain blocked during the execution of the work?</p> <p>If yes, kindly confirm how and when this blocked amount will be released – for example, whether 10% is released at the time of project completion and the remaining 10% after successful completion of the Defect Liability Period (DLP).</p>	<p>1. Advance Bank Guarantee Shall be released after fully recovering of advance payment from the running account (R.A) bills.</p> <p>2. 10% of final payment shall be released after completion of work and Handing over to GIPCL as per Tender Vol-I, Section 4.0, General Conditions of Contract (GCC) clause no.3.36 and issuance of Taking over certificate by GIPCL as per Appendix-32 of Vol-I, Section 7.0, List of Appendices</p> <p>3. Performance Bank Guarantee shall be released after completion of Defect Liability period.</p> <p>No Change in Tender Conditions. Bidder shall Comply with Tender Conditions</p>
6	Vol-I, Section 6.0, Construction & Commissioning conditions of Contract	35.11	Page: 19 of 26	Defect Liability	<p>In addition, <b>the Contractor shall also provide an extended warranty for period of 48 months from the defect liability period for the Facilities</b> (Common Facilities). Such an obligation shall be in addition to the Defect Liability Period specified under Clause 35.0. During the warranty period, also if any of the facilities (Common Facilities) has any defect because of which its function is affected the same shall be rectified and brought back to functional without any additional payment / financial commitment to GIPCL.</p>	<p>We would like to inform you that common facility tender Vol. 1 Section 6.0 Page 19 of 26 Sr. No. 35.11</p> <p>In addition, the Contractor shall also provide an extended warranty for period of 48 months from the defect liability period for the Facilities (Common Facilities). Such an obligation shall be in addition to the Defect Liability Period specified under Clause 35.0. During the warranty period, also if any of the facilities (Common Facilities) has any defect because of which its function is affected the same shall be rectified and brought back to functional without any additional payment / financial commitment to GIPCL.</p> <p>Kindly clarify the financial security if any for the above clause or not ? If yes, what is the provision? This is not clear in tender.</p>	Please refer the Amendment-1

7	Vol-I, Section 5.0, Special Conditions of Contract	7.2	Page: 4 of 12	Wok completion Period, Priority of Milestones	Milestone-1: 1. Guest house block-2 2. Infrastructure work of common facilities like Parking sheds, Roads, Drain, underground tank, horticulture, compound wall with gates, security cabins, water supply, drainage, etc.  Period of completion from the date of Issue of LOI (in months): 12 months	18 Months from Approval of Foundation Drawings	Please refer the Amendment-1
					Milestone-2 1. Administrative building 2. Canteen building 3. 100kw roof top Solar plant  Period of completion from the date of Issue of LOI (in months): 18 months	Kindly Shift Canteen Building To milestone 3	No Change in Tender Conditions. Bidder shall Comply with Tender Conditions
					Milestone-3: 1. Guest House block-1  Period of completion from the date of Issue of LOI (in months): 22 months	Kinly Merge milestone 3 & Mile Stone 4 & Change Total Time Limit for Completion Of this Project to 30 Months.	No Change in Tender Conditions. Bidder shall Comply with Tender Conditions
					Milestone-4: 1. Observation Tower  Period of completion from the date of Issue of LOI (in months): 24 months	Change Total Time Limit for Completion Of this Project to 30 Months.	No Change in Tender Conditions. Bidder shall Comply with Tender Conditions
8	Vol-I, Section 4.0, General Terms Conditions of Contract	25.1	Page 21 of 43	Liquidated Damages for Delay in completion	The delivery/completion period given in the clause 7.0 Section 5- SCC- Vol-I “Work Completion Period” shall be guaranteed under liquidated damages clause given below: Time is the essence of the contract. The Scheduled date for completion including taking over by Owner is as per Milestone indicated at Clause 7.2 Section 5- SCC- Vol-I “Work Completion Period”. If the Contractor fails to complete/ perform the work within the time specified in the contract or any extension thereof the Company shall recover from the Contractor as liquidated damages a sum of one percent (1.0%) of the contract price corresponding to the respective milestone plus applicable GST for each completed week of delay. However, the total liquidated damages shall not exceed 10% of the total contract value plus applicable GST. This clause shall be read along with clause 8.0 of Section-5-SCC- Vol-I	Kindly Modify LD Calculation. For Example, LD May be Calculated on Balance Amount for Completion Of each Mile Stone. If work is Completed 80% then LD May be Collected on Balance 20% Amount.	No Change in Tender Conditions. Bidder shall Comply with Tender Conditions