

BMT/S/2022/DHP-J&K
15th February, 2022

CORRIGENDUM-01

Dear Sir/Madam,

Sub.: Response to queries / clarifications on bid documents for Construction of Demonstration Housing Project (G+2) for use as Sports Hostel on Design & Build basis using Emerging technology including on site Infrastructure Works at Kot Bhalwal, Jammu under PMAY (U) of Ministry of Housing & Urban Affairs, Govt. of India.

This has reference to the Bid documents published on CPPP on 3rd February, 2022 for Construction of Demonstration Housing Project (G+2) for use as Sports Hostel on Design & Build basis using Emerging technology including on site Infrastructure Works at Kot Bhalwal, Jammu under PMAY (U).

2. During the pre bid Meeting held on 14th February, 2022 at 1500 hrs in Conference Room, Building Materials & Technology Promotion Council, Core-5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi. Various agencies has raised queries / clarifications / doubts on the provisions specified in tender documents. Based on the existing provisions in the bid document, the replies of queries/clarifications are enclosed herewith as Annexure.

3. Other terms and conditions specified in tender documents remain unchanged. Therefore, all the participating bidders are requested to upload their bids documents within the stipulated time period specified.



(Dr. Shailesh Kr. Agrawal)
Executive Director

Encl.: As above

BMTPC**Construction of Demonstration Housing Project (G+2) for use as Sports Hostel on Design & Build basis using Emerging technology including on site Infrastructure Works at Kot Bhalwal, Jammu under PMAY (U)****Bid Publication date: 03/02/2022****Bid No.: BMT/S/2022/DHP-JK****Clarifications / Amendments based on pre bid meeting held on 14-02-2022 at 1500 hrs in Conference Room, Building Materials & Technology Promotion Council, Core-5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi.****M/s MGI Infra Private Limited**

SI. No	CLAUSE NO.	As per Bid Document	REQUEST FOR CLARIFICATION	BMTPC Comments
1.	Annexure – VIII Memorandum EMD (Page No. 65)	Through NEFT/RTGS	Bank Guarantee for EMD may also be allowed	Yes, the performa for Bank Guarantee is attached herewith as Appendix-A . EMD as Bank Guarantee will be refunded to unsuccessful bidders after award of work and to the successful bidder after submission of performance guarantee.

M/s Moducast Private Ltd.

SI. No	CLAUSE NO.	As per Bid Document	REQUEST FOR CLARIFICATION	BMTPC Comments
1.	Annexure – VIII Memorandum EMD (Page No. 65)	Through NEFT/RTGS	The bidder/s having valid MSME/NSIC certificate are exempted from payment of Tender Fee and Earnest Money Deposit.	As per tender document.
2.	Secured advance on materials (Clause 10B (i) (Page No. 77)	Secured advance on non-perishable materials – applicable	Secured advance can be allowed on precast elements made at factory / site.	As per tender document

3.	5. General Information and Instruction to Bidders (Page No. 23)	30. GST, Labour Cess and any other tax in respect of the contract shall be payable by the contractor and BMTPC will not entertain any claim whatsoever in this respect.	What will be the Rate of GST for the project?	As per applicable GST rates of Govt. of India for Affordable Housing under PMAY.
4.	Special condition for use of emerging technologies and works, para No. 14 Defect Liability Period (Page No. 83)	Five Years after issuance of date of Completion Certificate by BMTPC.	Kindly specify the date of start of Defect liability period What will be the date of handing over of completed building?	As per tender document The date of handing over will be the date of handing over the completed building / project to BMTPC with all necessary approvals from local authority / department.
5.	Annexure – VIII Memorandum Escalation (Page No. 65)	No extra Item will be entertained for the building work. However, for onsite infrastructure work extra items/substituted items may be permitted as per the utmost requirement of site condition and with the approval of BMTPC. Escalation cost towards any change in statutory taxes will be accepted.	Is Escalation allowed for the DHP	As per tender document

M/s Covestro (India) Private Limited

Sl. No	CLAUSE NO.	As per Bid Document	REQUEST FOR CLARIFICATION	BMTPC Comments
1.	3. GENERAL CONDITIONS FOR PLANNING & DESIGNING (Para No. 1.4 (page 86))	The soil Investigation report is placed at Part-6. However, soil investigation report should be further verified by the bidder at site before start of the work..	Whether soil Investigation will have to be carried out after the award of work.	Yes, As per tender document
2.	BRIEF PARTICULARS OF WORK (Para no. 5) (page 37)	5-iii) Vetting of structural design by Technical / Research institutions of repute such as IITs, NITs, Govt. Engineering Colleges, CSIR Labs, Govt. Research Institutions.	Is Vetting of structural design and drawings is mandatory?	Yes, As per tender document
			Whether the applicable charges for obtaining all approvals / wetting of design shall be reimbursable.	No, As per tender document, the contracting agency has to bear all expenses required for seeking approvals.
3.	1.Tender Notice, (Page No. 5)	Last date for online submission of tender, 24.02.2022 / 1500 hrs	Kindly extend the last date of submission of tender for further 15 days	As per tender document

Note:

- (i) **The above clarifications / amendments will form the Part of Bid document. The bidders are requested to upload and submit hard copy of the same duly signed by the authorized representative alongwith their bid.**

(On non judicial stamp paper of minimum of Rs. 100)

**Form of Earnest Money Deposit
Bank Guarantee Bond**

BG No. _____
Dated _____
Due on _____
For Rs. _____

In consideration of the Building Materials & Technology Promotion Council (hereinafter called "BMTPC") having offered to accept the terms and conditions of the proposed agreement between **Building Materials & Technology Promotion Council** and (hereinafter called "the said Agency") for the **work** (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees:only) valid upto.....(date*).....as Earnest Money Deposit from the Agency for compliance of his obligations in accordance with the terms and conditions of the said Tender documents.

1. We, (hereinafter referred to as "the Bank") hereby undertake to (indicate the name of the bank) pay to the BMTPC an amount not exceeding Rs. (Rupees:only) as EMD for the said tender documents.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable (indicate the name of the bank) under this guarantee without any demure, merely on a demand from BMTPC stating that the amount claimed as required to meet the recoveries due or likely to be due from the said agency. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees:only)
3. We, (indicate the name of the Bank.) further undertake to pay the BMTPC any money so demanded notwithstanding any dispute or disputes raised by the agency in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the agency shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the validity period that would be taken for the EMD of the said tender documents .and that it shall continue to be enforceable till the completion of tender process.
5. We, (indicate the name of the Bank) further agree with BMTPC that BMTPC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said tender document or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by BMTPC

against the said Agency and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act of omission on the part of BMTPC or any indulgence by BMTPC to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
7. We,(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the BMTPC in writing.

For

DATE

SIGNATURE

WITNESS

SEAL OF THE BANK

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 180 days for two or three bid system from the date of submission of tender