

Reply to Pre-Bid Queries

TENDER NO. CGM/DFCCIL/NOIDA UNIT/INTERIOR & FURNISHING WORK / DFCCIL C.O. BUILDING/SEC-145
NOIDA/2020/01

NAME OF WORK: Complete Interior & Furnishing works such as Flooring, Wall & ceiling finishes, Partitioning, wood Work, False Ceiling, Plumbing, Electrical & other ancillary works for under construction DFCCIL C. O. Building complex at Sec-145, Noida.


S. No.	Query raised by the Bidder	Reply of DFCCIL
1.	The percentage of performance guarantee and security deposit from running account bills.?	1. For Performance Guarantee, please refer clause 16. (4) of GCC defined in Part-I Chapter-IV of Tender Document. Further, for security deposit please refer Clause 16. (1) of GCC defined in Part-I Chapter-IV of Tender Document.
2.	We are required to quote an amount of percentage above or below the summary of prices given?	2. The bidder shall quote price in % above/below/at par on the total value of work (mentioned as single Schedule-01 at IREPS portal) i.e., Rs. 97,69,58,154/- (excluding GST) . GST as applicable shall be paid extra.
3.	We have discussed with our wood / wooden product suppliers and we are informed that many woods and infill wood for various wood products and veneer of wood are imported from African/ European American and various other countries except Asian countries and they will not be able to provide Forest Stewardship Council OR certificate for certification of well-managed forest of origin as most of the woods and components of wood products are imported. Please suggest alternate remedy.	3. Certification from Forest Stewardship Council (FSC - or equivalent organization) would be required for Indian wood/wooden product. In case of imported wood/wooden product, certificate for the country of origin would only be required.
4.	We request that BMS should be removed from CAMC as BMS is not part of VRV/VRF and the agency doing it is also a different agency.	4. BMS is mainly for control of VRV/VRF based HVAC system. Therefore, its maintenance is included in CAMC of HVAC system.

8. November 2020
P. N. Singh
2. H. Singh

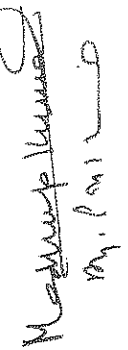
DFCCIL
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Madhup Kumar
By: P. N. Singh

S. No.	Query raised by the Bidder	Reply of DFCCIL
5.	<p>7.7 TESTING REQUIREMENTS AND PROCEDURES</p> <p>7.7.1 Balancing of all air and water systems and all tests as called for in the specification shall be carried out by the HVAC contractor in accordance with the specifications and relevant local codes if any. Performance tests of individual equipment and control shall be carried out as per manufacturer's recommendation. All tests and balancing shall be carried out in the presence of Engineer-in-charge or his authorized representative. The whole system balancing shall be tested with microprocessor based hi-tech instruments with an accuracy + 0.5%. The instrument shall be capable of storing data and then down loading into a P.C. The HVAC contractor shall provide a minimum but not limited to the following instruments: i) Microprocessor based calculation meter to measure DB and WB temperature, RH and Dew point ii) Velo meter to measure air volume and air velocity iii) Pitot tube iv) Electronic rotary vane Anemometer v) Accubalance flow measuring hood. The contractor shall be responsible to provide necessary sockets and connections for fixing of the testing instruments, probes etc.</p> <p>8.0 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)</p> <p>8.3 The CAMC work includes all HVAC installation including BMS covered in the Schedule of HVAC work (Schedule-III). It shall inter-alia include but not limited to following:</p> <p>a. Indoor Units (IDUs) of various type/size complete with electric/electronic components, wiring, power cord, remote & accessories.</p> <p>b. Regular cleaning of IDU filters and AHU filters (every 21 days) and replacement as prescribed by OEM. Wet cleaning of IDU's shall be done once in every 06 (Six) months and complete</p>	<p>5. The use of phrase "but not limited to" in para 7.7.1 implies that list of instruments is indicative and if any other instrument is required for testing, the same shall also be provided by the contractor.</p> <p>6. Similarly, the phrase "but not limited to" in para 8.3 is used to imply that only major items related to CAMC of HVAC System have been listed. In the 1st line of same para, scope of CAMC is clearly defined.</p>



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S. No.	Query raised by the Bidder	Reply of DFCCIL
	<p>Dry cleaning of IDU, once in every 03 (three) months. Record of filter cleaning shall be maintained.</p> <p>c. Outdoor Units (ODUs) of various capacities complete with, compressors, piping, electric/electronic components, consumables, supports & any other associated work for proper & specified functioning of outdoor units.</p> <p>d. Refrigerant piping along with all joints etc. including detection/repairing of leakage, pressure testing, vacuum purging, gas recharging/ topping including supply of refrigerant.</p> <p>e. The repair work shall be carried out in a professional manner. This shall also include restoration of insulation after repair. Any other associated work for proper & specified functioning of the air conditioning system. The scope also includes supply & charging of refrigerant due to any unforeseen circumstances.</p> <p>f. Condensate drain water pipe cleaning, detection/repairing of pipes for any leakages, insulation etc. Any other associated work for proper functioning of the drain water disposal system.</p> <p>g. All control & power wiring between indoor & outdoor units. Any other associated work for proper & specified functioning of the air conditioning system.</p> <p>h. Maintenance & upkeep of sub-AC panels on the roof including switchgear, cabling from sub-AC panel up to outdoor units, feeder pillars, consumables etc (excluding incoming cables to sub-AC panels).</p> <p>i. Maintenance of BMS, including all CENTRALISED CONTROLLERS of HVAC, displays, hardware & software etc. including central remote control. Any other associated work for</p>	

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S. No.	Query raised by the Bidder	Reply of DFCCIL
<p>proper & specified functioning of complete HVAC monitoring/control system.</p> <p>j. Any other item/activities associated with proper functioning of a complete HVAC system deemed to have been included in the scope of work.</p> <p>k. In order to attend breakdown of the HVAC system, minor engineering works (eg. False ceiling, any kind of structural/masonry work, opening and closing) required if any, shall be in the scope of work.</p> <p>In clause 7.7 and clause 8.0 the phrase "not limited to" makes the contract unconscionable, aleatory and an uncertain contract. This is against the spirit of express bilateral contracts as the one we are planning to bid. we pray that the scope of CAMC shall be clearly defined and should be limited to the defined scope otherwise the OEM will not agree to an unlimited and uncertain contract agreement. Similarly, the testing instruments defined are already too exhaustive and till date have never been denuded by any other client according to our past experience. We request that the list of instruments shall be restricted to this list and the phrase "not limited to" should be deleted. We sincerely feel that any terms of the contract that make the contract unconscionable, aleatory and an uncertain contract should be deleted.</p> <p>7. Further, we humbly request that the following notes under the list of approved make shall be further clarified that the contractor is allowed to use any brand from the list of approved makes so that to avoid malpractice and undue and unforeseen influence by extraneous factors which cause loss to the contractor resulting in delay and contradiction. Approval of make should be required only in case of non-availability of the brand/make specified in the approved list</p>	<p>7. The Contractor is free to offer the product of any make included in the approved make list. However, approval of DFCCIL is required to ensure that the offered product is per BOQ description and meets the technical specifications.</p>	

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Approved
23/11/21

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S. No.	Query raised by the Bidder	Reply of DFCCIL
	<p>LIST OF APPROVED MAKES</p> <p>Notes:</p> <p>1 The brands/makes of the items would be executed as per the "List of Approved Makes" provided in the Tender Document.</p> <p>2 In case of non-availability of the brand/make specified in the approved list, the agency shall be allowed to use alternate equivalent brands of the material subject to approval of the same from DFCCIL.</p> <p>3 The agency has to submit requisite catalogues and samples of the material to DFCCIL before approval and ensure that the supply would only be taken by agency after the materials are duly approved by DFCCIL.</p> <p>4 The agency has to produce Manufacturer Test Certificates (MTC), Warranty Certificates/Invoices for material/equipment supplied for certification and approval.</p> <p>5 Submittals and samples before supply must be approved from PMC/Architect/DFCCIL</p> <p>We hope DFCCIL will appreciate our genuine concern and clarify/ amend the above clauses after due consideration.</p>	
8.	<p>Circular No F 9/4/2020-PPD dated 12. 11. 2020 of Ministry of Finance, Department of Expenditure, Procurement Policy Division regarding Bid Security/ Earnest Money Deposit states that "No provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents' S [Circular Attached].</p> <p>Since the tender was floated on 30.12.2020 which was after the notification of Circular i.e., 12.11.2020, hence, in line with Govt</p>	<p>8. In light of Circular No F 9/4/2020-PPD dated 12. 11. 2020 of Ministry of Finance, Department of Expenditure, Procurement Policy Division, and DFCCIL letter no. HQ-ENWC/CON1(Policy)/1/2020 dt. 28-12-2020 provision for EMD of Rs. 1,15,28,106/- has now been withdrawn/relaxed. However, in place of bid security, a bid security declaration should be furnished by the Tenderer in the standard format enclosed as "Form-27". Hence, no EMD would need to be deposited by the</p>

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S. No.	Query raised by the Bidder	Reply of DFCCIL
9.	<p>directives. we request you to delete the clause regarding Earnest Money Deposit.</p> <p>Interest free Mobilization Advance should be paid in this Project as it will help for early start of work & reduces burden on Contractor and lead to better flow of cash.</p> <p>Kindly consider the Escalation Clause as the time period for completion of this Project IS more than 12 months which may induce sudden market Increases in the price of materials and fuel due to continuing price changes over the time.</p>	<p>Tenderer at the time of tendering on IREPS portal.</p> <p>9. No mobilization advance would be paid for this work.</p> <p>10. The time period for completion of this work was kept as 18 months in the tender. No Escalation/PVC shall be payable under this work for 18 months and also for the extended time period, even if the Time Extension is granted under Clause 17-A of GCC (Part-I, Chapter-IV of the Tender).</p>
11.	<p>We deal in wide range of interior products out of which below mentioned items are being used in above mentioned tender i.e.</p> <ul style="list-style-type: none"> • PVC Flooring: Our make specified in above mentioned Tender (S. No. 25). • Acrylic Solid Surface: Not specified in above tender. Kindly include our make. • Graphic Films: Not specified in above tender. Kindly include our make. 	<p>11. The list of approve makes for items for aforesaid items will remain unchanged.</p>
12.	<p>1. Please refer to clause 1.3.4</p> <p>"5% of the value of the executed specialized item/equipment's (such as IT, Audio Video System & Networking etc.) will be withheld from the payments issued to the contractor till completion of the warranty period and will be released after successful completion of the warranty period. It will be the sole responsibility of the contractor to repair, replacement and maintenance the specialized items till the completion of the warranty period at its own cost. However, in case, contractor does not respond to such issues of repair, replacement and</p>	<p>12. The aforesaid Clause of "5% of the value of the executed specialized items/equipment ----" would only be applicable on the items/equipment for which warranty certificates are issued by the Manufacturer/OEM.</p> <p>5% of the value of the executed specialized item/equipment's will be withheld from the payments issued to the contractor till the completion of the warranty period or expiry of Defect Liability Period (DLP) whichever is later.</p>

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S. No.	Query raised by the Bidder	Reply of DFCCIL
	<p>maintenance during or after Defect Liability Period (DLP) till the completion of full warranty period, the cost of such repairs, replacement & maintenance of items would be borne by DFCCIL and the same would be deducted by DFCCIL from the 5% withheld value of such item."</p> <p><i>The above clause is an ambiguous and contradictory clause and it has following contradictions and ambiguities:</i></p> <p>1A) The intended product shall be specified as it cannot be a random or sweeping remark on all subheads and items (such as IT, Audio Video System & Networking etc.). Specially "ETC" is a very vague word. Individual product shall be identified which is intended to be covered.</p> <p>1B) The warranty period of almost 90 percent of the products under these subheads have either no warranty after commissioning or they have a maximum warranty of 12 months from commissioning.</p> <p>1C) When there is already a provision for 5% retention why should there be an additional retention of 5% for these subheads. It is not as per professional practice.</p> <p>1D) The warranty guaranty for entire work shall be uniform. It shall either be up to warranty period or up to Defect liability period. Demanding warranty for both periods will create ambiguity and contradiction.</p> <p>1E) The warranty of any product or the defect liability period shall not exceed twelve months as it decreases the negotiation power of the bidder/. The prices of the products will be higher</p>	<p>It will be the sole responsibility of the contractor to repair, replacement and maintenance of the specialized items at its own cost till the completion of the warranty period or expiry of Defect Liability Period (DLP) whichever is later.</p> <p>The detailed list of specialized item/equipment/product cannot be specified at this stage and in case any conflict arises regarding the same, the decision of the Engineer/DFCCIL would be final and binding.</p>

B. Subramanian
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S. No.	Query raised by the Bidder	Reply of DFCCIL
13.	<p>resulting in higher quotation / bid price.4.</p> <p>2. Please refer to Clause 1.3.9 quoted below.</p> <p>“Special Conditions for HVAC Works “ (i) Memorandum of Understanding (MOU) with OEM of VRV/VRF shall be submitted by the Contractor that OEM shall provide all spares and Technical supports required for maintenance of VRV/VRF to undertake the DLP/CAMC under the Contract no. to the Contractor, (Name of the Contractor) for the period of Contract (DLP+ minimum 7 years). This MOU shall be signed by Authorized Representative of OEM. (ii) The Contractor shall have the option to get the CAMC OF VRV/VRF HVAC system executed by the OEM/Authorized channel partner of OEM of VRV/VRF. In this case it shall be the responsibility of the contractor to get the CAMC agreement executed between DFCCIL and the OEM/Authorized channel partner of OEM at the quoted rates of the Contractor and as per Terms & Conditions related to CAMC mentioned in the Tender Document at least one month before completion of DLP period. In case of CAMC agreement with Authorized channel partner of OEM, MOU with OEM as per clause 1 above has to be submitted by Authorized channel partner of OEM. (iii) Security Deposit @ 5% and Performance Guarantee @ 3% of the contract value of CAMC of 7 years shall be retained by DFCCIL till successful completion of CAMC of 7 years “ The clauses referred under heading <i>Special Conditions for HVAC Works</i> are ambiguous/ contradictory and are again sweeping remark and needs to be clarified.</p> <p>2A) HVAC by itself is a very large subhead and it covers several subheads. It also has electrical, piping, ducting, cabling, VRV/VRF, indoor units, outdoor units, ducts etc. and it should be clarified what are the items/ products which are intended to</p>	<p>13. Special condition for HVAC works.</p> <p>2A) The detailed scope of CAMC of HVAC including BMS is mentioned in para 8 of Technical Specification of HVAC and BMS work, Section-7, Part-II of Tender document.</p>

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S. No.	Query raised by the Bidder	Reply of DFCCIL
	<p>be covered under CAMC for 7 years.</p> <p>2B) An amount of Rs. 2,74,04,300.00 is scheduled for AMC under item 13.1 I HVAC subhead. This work of CAMC is to be executed in the next seven years after the DLP. It may please be clarified that the OEM or Channel partner OR THE PRINCIPAL manufacturer i.e. whoever executes the contract with DFCCIL for the CAMC OF SEVEN years shall furnish the performance guarantee of 3 percent of scheduled value of Rs. 2,74,04,300.00 and subsequently 5% security deposit Rs. 2,74,04,300.00 shall be deducted from the bills of the payments of the OEM or Channel partner OR THE PRINCIPAL manufacturer i.e. whoever executes the contract with DFCCIL for the CAMC OF SEVEN years.</p>	<p>2B) Initially PG and SD for total contract value including CAMC has to be deposited by the Contractor as per terms of Contract. If the Contractor exercises the option to get the CAMC OF VRV/VRF HVAC system executed by the OEM/Authorized channel partner of OEM of VRV/VRF, then PG and SD of CAMC agreement amount has to be submitted by the OEM/Authorized channel partner of OEM. PG and SD of Contractor shall be released as per GCC after signing of CAMC agreement and submission of PG and SD by OEM/Authorized channel partner of OEM of VRV/VRF.</p>
	<p>2C) It shall further be clarified that the responsibility of the main contractor ends upon Defect Liability Period and execution of such agreement between OEM or Channel partner OR THE PRINCIPAL manufacturer i.e. whoever executes the contract with DFCCIL for the CAMC OF SEVEN years.</p>	<p>2C) Responsibility of Contractor shall be over after successful completion of DLP if an agreement is got executed by the Contractor between OEM/Authorized channel partner of OEM of VRV/VRF and DFCCIL for CAMC of HVAC.</p>
	<p>2D) BMS shall be excluded from CAMC as the BMS work is entirely different from HVAC and the OEM/ Executing agencies are completely not interrelated. And no additional cost allotted to CAMC of BMS work in the Schedule of prices/ BOQ as it is defined for CAMC of HVAC in item 13.1 subhead.</p>	<p>2D) BMS is mainly for control of VRV/VRF based HVAC system. Therefore, its maintenance is included in CAMC of HVAC system. "Including BMS" is mentioned in BOQ item 13.1.</p>
	<p>2E) It should be clarified that the contractor's performance guarantee/ security shall be released upon completion of DLP and execution of CAMC agreement between OEM and DFCCIL</p>	<p>2E) Clarified in para 2B.</p>
14.	<p>Notice Inviting Tender Clearly states that the defect liability period starts from the date of issue of completion certificate of work by the work by the DFCCIL and the period of DLP is 18 months.</p>	<p>14. Yes, the defect liability period starts from the date of issue of completion certificate of work by the DFCCIL. The DLP for the work is 18 months.</p>
15.	<p>Some clause of contract states that defect liability starts from the date of handing over.</p>	<p>15. The defect liability period starts from the date of issue of completion certificate of work by the</p>

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M. Anand Kumar
By: P. M. I. L.

S. No.	Query raised by the Bidder	Reply of DFCCIL
16.	<p>Defect liability period shall start from the date of completion. This should be made clear that the Defect liability period will start from the date of completion to avoid ambiguity.</p>	<p>DFCCIL. Wherever, in the tender it is stated that defect liability starts from the <u>date of handing over</u>, it will be read as <u>date of issue of completion certificate of work by the DFCCIL</u></p>
17.	<p>CPWD contracts have Defect liability period of maximum 12 months for all interior works. Even public sector undertakings and private companies have Defect liability period of 12 months.</p> <p>Our Request:</p> <p>We request that Defect liability period shall be kept as 12 Months as all interior works have DLP of one year. DLP of 18 Months will result in additional loading on the quoted value as all vendors give a warranty/ guarantee of 12 Moths only.</p>	<p>Not Agreed</p> <p>For this tender, the DLP is kept as 18 months from the date of issue of completion certificate of work by the DFCCIL.</p>
18.	<p>Banks Guarantees of value more than rupees 1.5 Crore have to be sent to head office of the Bank. Andin these COVID times sometimes there are unavoidable delays. The banks sometime do not accept the formats and request for certain modifications in formats o bank guarantee.</p> <p>Our request:</p> <p>Performance Bank Guarantee should be allowed to be submitted in minimum 30 days AFTER LETTER OF</p>	<p>Not Agreed.</p> <p>The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA) as per Clause 16. (4) of GCC defined in Part-I Chapter-IV of Tender Document.</p>

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S. No.	Query raised by the Bidder	Reply of DFCCIL
19.	<p>AWARD.</p> <p>Please clarify the percentage of performance bank guarantee required to be submitted by the contractor.</p>	<p>19. For Performance Security/ Performance Bank Guarantee, please refer clause 16. (4) of GCC defined in Part-I Chapter-IV of Tender Document. Further, please refer Clause 16. (1) of GCC defined in Part-I Chapter-IV of Tender Document.</p>
20.	<p>Please clarify the percentage of Security deposit/ retention amount that will be deducted RA BILLS. The clause does not have clarity.</p>	<p>20. For security deposit, please refer Clause 16. (1) & (2) of GCC defined in Part-I Chapter-IV of Tender Document.</p>
21.	<p>Please clarify the modus of adjustment of earnest money from the first few RA bills as the Security deposit/ retention amount. Normally the Security deposit/ retention amount is not deducted till the amount of earnest money is fully adjusted in Security deposit/ retention amount.</p>	<p>21. In light of Circular No F 9/4/2020-PPD dated 12.11.2020 of Ministry of Finance, Department of Expenditure, Procurement Policy Division, and DFCCIL letter no. HQ-ENWC/CON1(Policy)/1/2020 dt. 28-12-2020 provision for EMD of Rs. 1,15,28,106/- has now been withdrawn/relaxed. However, in place of bid security, a bid security declaration should be furnished by the Tenderer in the standard format enclosed as "Form-27". Hence, no EMD would need to be deposited by the Tenderer at the time of E-Tendering on IREPS portal.</p>
22.	<p>Please clarify when will DFCCIL release the Security deposit/ retention amount. Normally the Security deposit/ retention amount is released upon completion of work. Our Request: Security deposit/ retention amount should be released upon completion of work.</p>	<p>22. Not Agreed.</p> <p>For security deposit, please refer Clause 16. (1) & 16. (2) of GCC defined in Part-I Chapter-IV of Tender Document.</p>
23.	<p>Please clarify when will DFCCIL release THE Performance Bank Guarantee. Normally the Performance Bank Guarantee is released upon completion of Defect liability period.</p>	<p>23. Not Agreed.</p> <p>For Performance Security/ Performance Bank</p>

B. Hariharan
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Dr. Prakash
Hemant Kumar
Ag. Prakash

S. No.	Query raised by the Bidder	Reply of DFCCIL
24.	<p>Our Request: Performance Bank Guarantee should be released upon completion of Defect liability period.</p> <p>CAMC of seven years is not as per normal practice. OEM are not willing to bind themselves for seven Years. The prices marked in BOQ are much less than the prices being demanded by the OEM's if at all they agree for CAMC of seven Years. And in no way they are willing to take up CAMC of BMS subhead as it is no part of HVAC scope of work.</p> <p>Our Request: CAMC of 7 years' clause should be deleted or the price of CAMC should be increased. In any case BMS subhead should definitely be deleted from CAMC.</p> <p>We hope that our requests as above are accepted and corrigendum / addendums are issues accordingly. We await clarifications for the above at the earliest. We hope to attend your pre bid conference on 12.01.2021.</p>	<p>Guarantee, please refer clause 16. (4) of GCC defined in Part-I Chapter-IV of Tender Document.</p> <p>24. Not Agreed.</p> <p>Long term CAMC agreements even more than 7 years along with installation of HVAC system are in practice now-a-days by Clients. OEMs have no objection for this. BMS is mainly for control of VRV/VRF based HVAC system. Therefore, its maintenance is included in CAMC of HVAC system.</p>
25.	<p>We request you to kindly consider the following provisions, for the purpose of qualification for this project." Substantially completed Office/Corporate/Hospital building works (i.e. 80% of the Project value is completed) shall be considered for the purpose of Eligibility".</p>	<p>25. Not Agreed.</p>
26.	<p>In continuation to the mentioned subject, we at Schneider Electric would like to be one of the preferred brands for the mentioned opportunity.</p> <p>Schneider Electric is the specialist for Building Controls. Our vision is to provide sustainability to the Buildings by providing single platform to access and manage services like HVAC, Electrical, Plumbing and Mechanical.</p> <p>Our Ecostruxture provides a single platform to provide reports, manage energy consumption, monitor all the assets and keep</p>	<p>26. Three makes are already available. The list of approved makes will remain unchanged for aforesaid items.</p>

Madhup Kumar
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B. Subramanian
23/1/21

S. No.	Query raised by the Bidder	Reply of DFCCIL
	<p>check on the health of system. Optimizing the building performance with integration and intelligence by Smart Struxure on Ecostruxture building Operations. Whatever is the size of the buildings, Small, Medium, Large, Premium or Even Critical Buildings like Hospitals, Hotels, Data-Centre, we have the Solutions which makes the building SMART, Secure, Intelligent & Efficient.</p> <p>The World Class Solution offerings on:-</p> <ol style="list-style-type: none"> 1. BMS- EcoStruxure Building Operation. 2. Access control- Security Expert. 3. Fire – ESMI- UL & EN 4. Valves and actuators. <p>Request for an acceptance of our stake into your requirement, we ensure you that no one else can give you feature rich rugged product than Schneider. We carry 80 years of Experience into the Fire offerings with award winning designs.</p> <p>Request for an acceptance of our stake into your requirement, we ensure you that no one else can give you feature rich rugged product than Schneider. We carry 80 years of Experience into the Fire offerings with award winning designs</p>	
27.	<p>As mentioned, that Startup entity shall be exempted from paying EMD, please clarify whether fresh incorporated Startup entity would qualify in your Technical eligibility Criteria or not?</p>	<p>27. The startup entity should meet the Technical and Financial Eligibility Criteria defined in Clause 1.3.11 of Part-1 Chapter-III of Tender Document.</p>
28.	<p>If a fresh startup entity does a joint venture with any other firm which fulfills your Technical and Financial eligibility criteria, whether this JV firm would qualify in the Eligibility Criteria or not?</p>	<p>28. The startup entity should meet the Joint Venture Criteria defined in Clause 1.3.17 of Part-1 Chapter-III of Tender Document.</p>
29.	<p>No provision for pressurization of goods lift lobby in Corporate Building is taken in the BOQ.</p>	<p>29. Not required.</p>
30.	<p>No provision for pressurization of lift lobby in Hostel Building is taken in the BOQ.</p>	<p>30. Not required.</p>

D. Kumar
 Asst. Dir.
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S. No.	Query raised by the Bidder	Reply of DFCCIL
31.	No provision for pressurization of lift lobby in Admin Building is taken in the BOQ.	31. Not required.
32.	Please advise us regarding the procedure for bidding and how to quote the final price. It is stated that we have to exclude the GST but in the schedule of prices GST are included in the price.	32. The bidder shall quote price in % above/below/at par on the total value of work (mentioned as single Schedule-01 at IREPS portal) i.e., Rs. 97,69,58,154/- (excluding GST) . GST as applicable shall be paid extra.
33.	Bank guarantee takes about 3 to 4 weeks hence at least 30 days may be given for submitting the bank guarantee.	33. Not Agreed. For Performance Security/ Performance Bank Guarantee, please refer clause 16. (4) of GCC defined in Part-I Chapter-IV of Tender Document.
34.	Security deposit should be deducted at the rate of 5 percent of the value of interim bills.	34. Not Agreed. For security deposit, please refer Clause 16. (1) & (2) of GCC defined in Part-I Chapter-IV of Tender Document.
35.	We fail to understand the reason for additional retention for audio visual and low voltage work when the department already is deducting a 5 percent security deposit. This is not justified and will derail the fund flow.	35. The aforesaid Clause of "5% of the value of the executed specialized items/equipment ----" would only be applicable on the items/equipment for which warranty certificates are issued by the Manufacturer/OEM. 5% of the value of the executed specialized item/equipment's will be withheld from the payments issued to the contractor till the completion of the warranty period or expiry of Defect Liability Period (DLP) whichever is later. It will be the sole responsibility of the contractor to repair, replacement and maintenance of the specialized items at its own cost till the completion

B. Kumar
Appointee
23/1/24

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By: P.M. 1

S. No.	Query raised by the Bidder	Reply of DFCCIL
36.	DLP should be limited to one year. There is no reason for 18 months DLP.	of the warranty period or expiry of Defect Liability Period (DLP) whichever is later.
37.	CAMC of seven years is a complicated proposition and will create numerous problems for the contractors. All clients / Employers go for annual maintenance contracts and that will be done at half the cost. DFCCIL is intending to pay almost 1.5 Crore extra but opting for one-time CAMC of 7 years. It is going to result in a huge loss to the department and numerous problems for the contractor.	36. Not Agreed , for this tender, the DLP is kept as 18 months from the date of issue of completion certificate of work by the DFCCIL. 37. Long term CAMC agreements even more than 7 years along with installation of HVAC system are in practice now-a-days by Clients. OEMs have no objection for this.
38.	How to pay the earnest money? It is written that the EMD is to be paid on the gateway. Can we pay in the form of a pay order/ bank guarantee / FDR? And the same can be uploaded at the time of submitting the bid document.	38. In light of Circular No F 9/4/2020-PPD dated 12.11.2020 of Ministry of Finance, Department of Expenditure, Procurement Policy Division, and DFCCIL letter no. HQ-ENWC/CON1(Policy)/1/2020 dt. 28-12-2020 provision for EMD of Rs. 1,15,28,106/- has now been withdrawn/relaxed. However, in place of bid security, a bid security declaration should be furnished by the Tenderer in the standard format enclosed as "Form-27" . Hence, no EMD would need to be deposited by the Tenderer at the time of E-Tendering on IREPS portal.
39.	Are we required to submit a hard copy of all the documents uploaded?	39. No
40.	Are we required to upload the tender document also?	40. Yes, all the documents as mentioned in Checklist (Part-I, Chapter-I) need to be uploaded on IREPS E-Portal along with all the requisite supporting documents necessary for evaluating eligibility

By: *[Signature]*
 19 April 2021

[Signature]
 01/01/2021

[Signature]
 ay. 8/11/2021

S. No.	Query raised by the Bidder	Reply of DFCCIL
41.	<p>Are we required to upload all the forms and supporting documents?</p>	<p>Criteria as mentioned in the tender.</p> <p>41. Yes, all the documents as mentioned in Checklist (Part-I, Chapter-1) need to be uploaded on IREPS E-Portal along with all the requisite supporting documents necessary for evaluating eligibility Criteria as mentioned in the tender.</p>
42.	<p>Interior works start only after completion of the external facade of the building and the same shall be considered while computing the date of completion. Else, a time extension is required to be given again and again. We suggest this with our hands-on experience in this field.</p>	<p>42. All the aspects have been taken into account while deciding the period of completion.</p>
43.	<p>We normally participate in contracts for multinational corporates and the tendering process is very transparent and flexible. We will take all precautions but in case we inadvertently forget to upload a document or we misunderstand a requirement then we shall be allowed to submit the same or the department can seek a query or direct us to submit the required document instead of disqualifying us for an inadvertent mistake. This may please be permitted as all private interior companies will face the same problem. The authenticity of all such documents can be verified upon submission.</p>	<p>43. Kindly go through tender documents for details in this regard.</p>
44.	<p>Please refer to special conditions of the contract on page 88 of the contract the clause regarding 5% of the value of the executed specialized item/equipment (such as IT, Audio Video System & Networking, etc.) is unheard of and strange condition. CPWD/ PWD or any other department or any private sector never imposes any such unfair retention. In any case, a warranty is a warranty and is subject to appropriate action as per law and consumers act and hence does not require and such retention. The DLP of 18 months is also unjustified. To</p>	<p>44. For this tender, the DLP is 18 months from the date of issue of completion certificate of work by the DFCCIL.</p> <p>The aforesaid Clause of "5% of the value of the executed specialized items/equipment ----" would only be applicable on the items/equipment for which warranty certificates are issued by the Manufacturer/OEM.</p>

B. Kundu
 April Dec
 22/12/21

DFCCIL
 27/12/21
 27/12/21

S. No.	Query raised by the Bidder	Reply of DFCCIL
45.	<p>cover the DLP there is a retention amount of 5% as per the contract, hence no additional retention should be withheld. At best OEM/Vendor/Implementing agency gives an undertaking to cover any such anticipated issues. This unfair and unjustified clause should be deleted.</p> <p>In these contracts the Owners handover or pass on the contract to Established Project Management Companies or the Architects who in turn act as whole soul of the Project who get the project executed in capacity of owners. Hence the Completion Certificates / Certificate of Payment / Vendor Payment Advice of the completed works are issued by the Project Management Companies or the Architects.</p> <p>The TDS and other statutory deductions under 16A / 26A can be verified from the traces of government Portals. We request that the Completion Certificates / Certificate of Payment / Vendor Payment Advice of the completed works issued by the Project Management Companies or the Architects shall be accepted for the eligible works which will be duly Notarized and Certified by our Chartered Accountants/ Auditors under UDIN Certificate as per Tender requirement.</p>	<p>5% of the value of the executed specialized item/equipment's will be withheld from the payments issued to the contractor till the completion of the warranty period or expiry of Defect Liability Period (DLP) whichever is later.</p> <p>It will be the sole responsibility of the contractor to repair, replacement and maintenance of the specialized items at its own cost till the completion of the warranty period or expiry of Defect Liability Period (DLP) whichever is later.</p> <p>45. The Tender conditions shall prevail. However, the submitted documents shall be considered after verification of their genuineness.</p>

B. Curran
 April 14, 2017
 23/11/21

[Handwritten signature]
 15/11/21

[Handwritten signature]
 By, P.M. *[initials]*

Bid Securing Declaration Form
(to be submitted on a Stamp Paper of Rs.100/- notarized by Notary Public)

Date.....

To,
Chief General Manager,
Dedicated Freight Corridor Corporation of India Ltd/Noida Unit
D-89, 1st Floor, Sector-2,
Noida-20 1301

I/We (..... Name of Tenderer.....), the undersigned declare that:

I/We understand that, I/We have been exempted from submission of Bid Security/Earnest Money in lieu of this Bid securing Declaration.

I/We understand and accept that if I/We withdraw my/our bid within Bid Validity Period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in the tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender document, I/We i.e. the Tenderer shall be banned from submission of tender/bid in any Works/Service Tenders issued by DFCCIL/ Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

I/We further understand and accept that I/We may be banned from bidding for any Works/Service Tender with DFCCIL / Indian Railways for a period of 12 months from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified / amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Tender.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed: (Insert signature of person whose name and capacity are shown)
In the capacity of (Insert legal capacity of person signing the Bid Securing Declaration)
Name (Insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on _____ day of _____ (Insert date of signing)


Subhash Chandra
23/11/24


Subhash Chandra
23/11/24

Corporate Seal (where appropriate)


(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)


Dy. PM/S&T/Noida
23/01/21


GM/Elec./Noida
23/01/21

Project Head 
23/01/2021


B. Kumar
APM/Elec./Noida
23/01/21


Dy. PM/Civil/Noida
23/01/21

