

**Bihar Integrated Manufacturing City Gaya Limited (BIMCGL)**

**Name of Work:** Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works for Integrated Manufacturing Cluster (IMC) at Gaya in Bihar under Amritsar Kolkata Industrial Corridor (AKIC) Project "On EPC Basis"

**Tender Notice No:** BIMCGL/RFQ/EPC/01/2025-2026, Dated: 29th July 2025

**Replies to Pre-Bid Queries of IMC Gaya Node**

S. No.	Section/Page/Clause No.	Clause Description	Query/Clarification requested	Employer's Response
1.	General	Availability of funds	Kindly clarify the source and availability of funds for the project.	Refer Volume I, Clause No 1.1.4
2.	General	Land acquisition status	We presume that 100% of the proposed land for the projects has already been acquired and it is under employer possession without any encumbrance. Please confirm.	Refer Volume I, Clause 15.2
3.	General	Mobilization Advance	Considering the magnitude of the project, substantial initial investment will be required towards mobilization, material purchase etc. Therefore, we request the Employer to provide an interest free mobilization advance of 10% of CV on signing of contract agreement against the submission of an irrevocable BG equivalent to the value of 100% of Mobilization Advance. Kindly consider the same.	Tender conditions shall prevail Refer Volume I, Clause No 26.2
4.	General	Service Connections during O&M	From the experience of similar projects, based on site requirements during O&M period there may be need to provide / terminate / relocate the commercial or residential house service connections. Hence, we request that the cost incurred for such activities shall be reimbursed at actuals along with the subsequent O&M payment. Kindly confirm.	Tender conditions shall prevail. Refer Volume II.
5.	General	Spare Parts during O&M	Commissioning Spares, Mandatory / Operational Spares supplied along with Equipment's respective OEMs to Employer, will be issued to the Contractor for plant utilization at free of cost during O&M period. Please confirm.	Tender conditions shall prevail. Refer Volume II.
6.	General	Third Party Damages to Utilities	Any damage to the constructed infrastructure network caused by plot owners during their construction activities, transportation, or erection of their unit establishments shall be rectified by the respective agency. Furthermore, the contractor shall not be held liable or subjected to penalties for any issues arising from such occurrences. Please confirm.	Tender conditions shall prevail.
7.	General	Statutory Variation	We understand that any revision / addition or any change in Statutory Variation, including minimum wages, ESI/EPF, Bonus, etc., imposed by state / central government shall be reimbursed during the O&M Period. Kindly confirm.	Tender conditions shall prevail. Refer Volume I, Clause 26.14
8.	Section D/217/26.10.2	Price Adjustment for Works	As per the mentioned clause, Price Adjustment of works are applicable only after 18 months of the appointed date and shall be limited to 12% of CV. Kindly modify the clause to make the Price Adjustment effective from the appointed date and let the Price Adjustment be paid at actual instead of 12% limit.	Tender conditions shall prevail
9.	Section D/214/26.2.6	Advance Bank Guarantee	We kindly request to release the Bank Guarantee secured against Mobilization Advance in proportion to the value of the advance recovered from the monthly RA Bills.	Tender conditions shall prevail
10.	Part -D, Section C/172/14.5.4	Release of retention money	As per the referred clause, 50% of the retention money shall be released within 28 days from completion certificate and balance 50% is released 28 days after Defect Liability only. Considering the validity of 5% Performance Security up to 28 days after the	Tender conditions shall prevail

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			Defect Liability Period, we request the release of 100% of the retention money without any BG within 28 days from the issuance of completion certificate. Please confirm.	
11.	Part D, Section C/174/15.2	Procurement of the Site	In case of any delay in procurement of the site, the Contractor shall be duly compensated with all applicable costs in addition to the extension of time. Kindly consider and modify the clause accordingly.	Tender conditions shall prevail
12.	Part D, Section C/180/17.2	Design & Drawings	The referred clause mentions that "The contractor within 30 days of LOA shall submit the drawing & document list for Employer Engineers approval". To complete a foolproof design of an integrated infrastructure project, a detailed topographical & geotechnical survey of the entire project is essential, and it will consume considerable time to complete the activities. Based on the site data, the detailed engineering to be done after a lot of deliberation and clash analysis of various utilities. Therefore, submission of drawings for approval within 30 days of LOA is practically difficult. Hence, we request you to consider the time period as 90 days from the date of the agreement instead of 30 days from the date of LOA. Please accept.	Tender conditions shall prevail.
13.	Part D, Section D /216/26.7	Payment for Operation & Maintenance	We kindly request to provide monthly O&M payment instead of quarterly payments to ease the project cashflow. Kindly modify.	Tender conditions shall prevail.
14.	Part D, Section E/237/30.3	Termination	As per the clause it is mentioned that the "Employer may terminate the Agreement for convenience." Considering this clause as detrimental to a balanced contract, we request you to remove this clause from the contract condition. Please accept.	Tender conditions shall prevail.
15.	Part D, Section C/207/24	Defect Liability Period	As per the clause, Defect Liability shall be 4 years after construction completion. As a standard practice, we request you to consider the DLP as 2 years instead of 4 years. Please confirm.	Tender conditions shall prevail.
16.	Part D, Section C/182/17.3.2	Damages for Delay	For any slippage in the achievement of Milestones specified in Schedule E, the liquidated damages are levied at 0.05% of the Contract Price for each day of delay. This seems to be highly abnormal and we kindly request you to modify the clause to levy the LD at 0.05% of the value of incomplete works of the respective milestone as a standard industry practice. Kindly modify.	Tender conditions shall prevail.
17.	Part D, Section C/189/18.17.4	Suspension	In the case of Suspension of Works for reasons not attributable to the Contractor, the Contractor shall be reimbursed with all duly applicable costs in addition to the extension of time. Kindly modify.	Tender conditions shall prevail.
18.	Part D, Section C/177/16.2	Taxes & duties	Kindly confirm reimbursement of GST on utility shifting cost.	Tender Conditions shall prevail. It is clarified that the actual cost of such shifting, as approved and communicated by the entity owning the utility, shall be paid by the Contractor and reimbursed by the Employer to the Contractor.
19.	Part D, Section D/217/26.10	Taxes & duties	Kindly confirm reimbursement of GST on price adjustment claim.	Tender conditions shall prevail.
20.	Part D, Section D/217/26.10.3	Price Adjustment for O&M	As per our previous experience in the industry, the weightage provided may not be applicable during the Operation & Maintenance period. Since the operation & maintenance is a service contract, the weightage for the O&M	Tender conditions shall prevail.

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			period may not be the same as construction period. The major cost during O&M shall be incurred towards manpower salaries, chemicals and consumables, maintenance and POL. Hence, we request to provide separate weightages for the major components during the O&M period. Based on our industry experience in the similar nature of projects, the cost contribution towards various components shall be Labor – 65-70%, Chemicals & Consumables – 10-12% Plant, machinery and spares – 15-18%, POL – 5-10%. We request to consider the above weightage for the O&M period. Kindly modify.	
21.	Part E, Schedule Q/337/52.11	Repair/Rectification of Defects and Deficiencies	We understand that the adequate manpower and spares / consumables shall be maintained at site to attend pipeline leakages arising due to reasons attributable to the Contractor. However, in cases where leakages occur due to factors beyond the control of the Contractor, such as third-party interference or water theft, the contractor will arrange for necessary spares and carry out the rectification works, and the associated costs shall be reimbursed by the Employer. Kindly confirm.	Tender conditions shall prevail.
22.	Construction Experience in Key Activities / 56 / 3.2	Key Construction Activity No. 1: Construction of power substations and laying of power transmission/distribution network and the Bidder shall have satisfactorily completed and commissioned during last 10 years from the Bid Due Date Projects involving construction of minimum 33KV GIS substations and laying of minimum 20 km of power transmission/distribution network cables from multiple packages of the project executed.	With reference to the eligibility criteria for Key Construction Activity No. 1, we kindly request to consider cumulative experience of three projects of 11 kV GIS substations with a combined total of at least 20 km of power transmission/distribution lines completed within the last 10 years, in place of the current 33 kV & 20 km requirement.	Please refer to the Corrigendum-01.
23.	Similar Works Experience / 55	A minimum number of similar works specified below that have been successfully completed as a prime contractor or joint venture member, or sub-contractor between 01 <sup>st</sup> May 2015 to 30 <sup>th</sup> April 2025.	Kindly consider the experience cut of date between 1st May 2015 to As on due date of Submission instead of 30 <sup>th</sup> April 2025	Tender conditions shall prevail.
24.	Vol-1 RFQ 1.8 / 89	ANNEXURE VIII: CERTIFICATE FOR CORPORATE DEBT RESTRUCTURING No corporate debt restructuring or Insolvency and Bankruptcy proceeding is in process and/or no unresolved debt restructuring issues with the Banks/ Institutions as of 31 March 2025 in accordance with Clause 2.2.1(k) its certify by Statutory Auditor	Kindly allow the Certificate from Registered Chartered accountant	Tender conditions shall prevail
25.	Vol-1 RFQ 1.8 / 80 & 81	Annexure IV: Financial Capacity of the Bidder Certify By Statutory Auditor	Kindly allow the Certificate from Registered Chartered accountant	Tender conditions shall prevail
26.	Vol-1 RFQ 1.8 / 82 & 83	ANNEXURE V: Average Annual Construction Turnover certify by Statutory Auditor	Kindly allow the Certificate from Registered Chartered accountant	Tender conditions shall prevail
27.	Vol-1 RFQ 1.8 / 84 & 85	ANNEXURE VI: Current Contract Commitments certify by Statutory Auditor	Kindly allow the Certificate from Registered Chartered accountant	Tender conditions shall prevail

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28.	Vol-1 RFQ 1.8	Submission Date	Please extend the last date of submission by at least three weeks	Tender conditions shall prevail
29.	Eligibility and Qualification Criteria Pg. No. 51 Similar Work(s) Experience:	Similar Work(s)" mean Turnkey / Design & Build / EPC/Item rate for a Design & Construction of Integrated infrastructure development project of industrial parks/townships/SEZs/IT parks/Roads (4 Lane & above)/Airport/Logistic parks consisting of Utilities/components like Roads, water, wastewater, drainage, power distribution, water treatment plants, sewerage treatment plants/ Common effluent treatment plant."	We request you to change the similar work definition as " "Similar Work(s)" mean Turnkey / Design & Build / EPC/Item rate for a Design & Construction of Integrated infrastructure development project of industrial parks/townships/ <b>Hospitals and Medical College/Residential Staff Quarters/Institutional Buildings</b> /SEZs/IT parks/ Roads (4 Lane & above)/Airport/ Logistic parks consisting of Utilities/components like Roads, water, wastewater, drainage, power distribution, water treatment plants, sewerage treatment plants/ Common effluent treatment plant."	Tender conditions shall prevail
30.	Eligibility and Qualification Criteria, Pg. No 52, (3.2) Key Construction Activity No.2:	Construction of similar nature of works like integrated infrastructure projects in sectors like industrial parks/townships/SEZs/IT parks/Roads/Airport/Logistic parks consisting of Utilities/components like Roads, water, wastewater, drainage, power distribution, water treatment plants, sewerage treatment plants/ Common effluent treatment plant for any area not less than 850 Acres or Rs. 338 Crore (Rupees Three Hundred and Thirty Eight Crore Only).	We request you to change the clause as Construction of similar nature of works like integrated infrastructure projects in sectors like industrial parks / townships/ <b>Hospitals and Medical College/Residential Staff Quarters/Institutional Buildings</b> /SEZs/IT parks/Roads/Airport/Logistic parks consisting of Utilities of <b>Rs.271Cr.</b>	Tender conditions shall prevail
31.	Eligibility and Qualification Criteria, Pg No 52, 3.2 Key Construction Activity No.3:	Design of similar nature of works like integrated infrastructure projects for any area not less than 850 Acres or Rs.338 Crore.	We request you to Delete Clause "Design of similar nature of works like integrated infrastructure projects for any area not less than 850 Acres or Rs.338 Crore." As the said clause has no bearing on the eligibility of work.	Tender conditions shall prevail.
32.	Eligibility and Qualification Criteria Pg. No. 51 Similar Work(s) Experience:	"Similar Work(s)" mean Turnkey / Design & Build / EPC/Item rate for a Design & Construction of Integrated infrastructure development project of industrial parks/townships/SEZs/IT parks/Roads (4 Lane & above)/Airport/Logistic parks consisting of Utilities/components like Roads, water, wastewater, drainage, power distribution, water treatment plants, sewerage treatment plants/ Common effluent treatment plant."	We request you to allow Project with 90% of the value of work that has been completed as per the similar work experience clause of tender.	Tender conditions shall prevail. It is clarified that completed projects (without O&M) shall be considered.
33.	General	Pre-qualification	We request you to allow <b>Experience of Private Work</b> in the Similar work Eligibility Criteria.	Tender conditions shall prevail
34.	Clause No 36 Schedule A Pg. No.- 264	n) Tree Cutting	Please clarify regarding permits & clearance of Tree cutting.	Tender conditions shall prevail. It is clarified that SPV shall provide assistance in getting the permits and clearances (if any).
35.	Clause No 36 Schedule A Pg. No. - 264	r) Any other permits, clearances or approvals required for execution of scope as per tender. s) Any other permits, clearances or approvals required under Applicable Laws.	Please Confirm details regarding other Permits & Clearance required for tender.	Tender conditions shall prevail.
36.	Clause No 36 Schedule A Pg. No.- 264	Applicable permits, as required, relating to environmental protection and conservation shall have	Please Clarify that If Environmental Clearance is in Contractor Scope or not.	Environmental clearance for this Project is already obtained. Copy of the same is attached as Annexure A.

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		been procured by the Employer in accordance with the provisions of this Agreement.		
37.	General	Statutory Approval	Please provide Details Regarding Statutory Approval for the project.	Tender conditions shall prevail. Please refer to Clause No 36 Schedule A: Applicable Permits
38.	3.3 Technical Submittal (3.3.2)	The Method Statement shall detail the sequence and method of working he intends to adopt for various items of work including but not limited to site clearance and demolition (if any).	Please give details about existing Structure for Demolition for better understanding of project.	Tender conditions shall prevail.
39.	General	Tender Submission extension request	As the project is on EPC Basis so required more detailed study, So request you to please extend the bid submission date by 30 days form actual tender submission date	Tender conditions shall prevail
40.	CI 3.1 Eligibility Criteria: Similar Works	<p>"Similar Work(s)" mean Turnkey / Design &amp; Build / EPC/Item rate for a Design &amp; Construction of Integrated infrastructure development project of industrial parks/townships/SEZs/IT parks/Roads (4 Lane &amp; above)/Airport/Logistic parks consisting of Utilities/components like Roads, water, wastewater, drainage, power distribution, water treatment plants, sewerage treatment plants/ Common effluent treatment plant.</p> <p>(Note-These projects should comprise of roads and at least 2 components out of storm water, water supply, wastewater, power infrastructure, ICT Infrastructure.)</p>	<p>"Similar Work(s)" mean Turnkey / Design &amp; Build / EPC/Item rate for a Design &amp; Construction of Integrated infrastructure development project of industrial parks/townships/SEZs/IT parks/Roads (4 Lane &amp; above)/Airport/<b>Metro Project/</b> Logistic parks consisting of Utilities/components like Roads, water, wastewater, drainage, power distribution, water treatment plants, sewerage treatment plants/ Common effluent treatment plant.</p> <p>(Note-These projects should comprise of roads and at least 2 components out of storm water, water supply, wastewater, power infrastructure, ICT Infrastructure.)</p>	Tender conditions shall prevail
41.	CI 3.2 Eligibility Criteria	<p><b>Key Construction Activity No.2:</b></p> <p><b>Construction</b> of similar nature of works like integrated infrastructure projects in sectors like industrial parks/townships/SEZs/IT parks /Roads/Airport/Logistic parks consisting of Utilities/components like Roads, water, wastewater, drainage, power distribution, water treatment plants, sewerage treatment plants/ Common effluent treatment plant for any area not less than 850 Acres or Rs. 338 Crore (Rupees Three Hundred and Thirty Eight Crore Only).</p> <p>These projects should comprise of roads and at least 4 components out of storm water, water supply, wastewater, power, treatment plants (WTP &amp; CETP).</p>	<p><b>Key Construction Activity No. 2:</b></p> <p><b>Construction</b> of similar nature of works like integrated infrastructure projects in sectors like industrial parks/townships/SEZs/IT parks /Roads/Airport/ <b>Metro Project/</b>Logistic parks consisting of Utilities/components like Roads, water, wastewater, drainage, power distribution, water treatment plants, sewerage treatment plants/ Common effluent treatment plant for any area not less than 850 Acres or Rs. 338 Crore (Rupees Three Hundred and Thirty-Eight Crore Only).</p> <p>These projects should comprise of roads and at least <b>4 3</b> components out of storm water, water supply, wastewater, power, treatment plants (WTP &amp; CETP).</p>	Please refer the Corrigendum-01.

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42.	General	EMD BG	Kindly Provide the Employer Bank details (Account Number) with IFSC code and GST No for the B.G Process as required by our Bank	Tender conditions shall prevail. Please refer Clause 1.2.5 of Vol-I
43.	3/ 17/D viii	Bid Security	Bid Security: Kindly allow Bid security to be furnished in the form of Insurance Bonds.	Tender conditions shall prevail. Please refer to Clause 2.26.1
44.	3/ 56-59/ 3.1 & 3.2	Similar Work(s) Experience and Construction Experience in Key Activities  Similar work with ICT	We understand that for Similar Works Drains & Utility Shifting (Power HT/ LT Lines & Transformers), Electrical works be considered under the components. Above also be permitted in Key Activity # 2 & 3 requirements. Confirm if Highway works having ATMS, TMS, RFID Systems, Toll Junctions having communication systems be considered under ICT	Tender conditions shall prevail.
45.	3/57 Foot Note – 5	For contracts under which the Bidder participated as a member of a joint venture/consortium; or as a sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement	Kindly confirm for works executed in Joint Venture, but execution 100% was undertaken by Bidder for Qualification Purpose.	Tender conditions shall prevail.
46.	3/ 56-59/ 3.1 & 3.2	Similar Value Work	Kindly permit Substantial Completion (90%) OR the work done Value required from Ongoing Works.	Tender conditions shall prevail. It is clarified that completed projects (without O&M) shall be considered.
47.	3/172/14.5	Retention Money	Retention Money during Execution of Project be allowed to be replaced by Equivalent Bank Guarantee / Surety Bond for better cash-flow of contractor.	Tender conditions shall prevail.
48.	3/174/15.2	Procurement of Site	RoW including Utility Area no less than 80% be provided @ Notice to Proceed / Agreement Date. Cost to be reimbursed to contractor for delay in handing over of RoW for construction alongside time extension.	Tender conditions shall prevail.
49.	3/175/15.5	Special/Temporary Roads	Land for all Temporary & Special Roads be acquired by Employer and Costs for Construction & Maintenance be borne by Employer / Re-imbursed by Employer to Contractor. Separate BoQ Item be provided for this Item.	Tender conditions shall prevail.
50.	3/175/15.8	Disposal of Materials	Employer to provide Contractor site for disposal.	Tender conditions shall prevail.
51.	3/177-178/16	Utilities & Trees	Responsibility of Diversion of Roads, Chartered & Un-chartered Utilities and Trees shall rest with Employer.	Tender conditions shall prevail.
52.	3/178-182/17	Design and drawings	Employer / Engineer shall within 15 Days of the receipt shall review & convey its observations to the Contractor and within 7 Days for the revised Designs / Drawings. Any delay on this account shall be compensated with EOT.	Tender conditions shall prevail.
53.	3/196/20.4.2	Restriction on Change of Scope: Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 10 (ten) per cent of the Contract Price.	For reasons unforeseen and not attributable to Contractor, we request this capping to be removed.	Tender conditions shall prevail.
54.	3/236/30.2	Termination for Employers default	Situation pertinent to Employer not providing Encumbrance free land, Timely approval of Drawings & Designs shall be covered under this clause.	Tender conditions shall prevail.

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55.		Relief	Contractor for reasons not attributable to Contractor shall be entitled for Costs & EOT towards Survey & Investigations.	Tender conditions shall prevail.
56.	3/214/26.2	Advance Payment	Advance must be made interest Free / Equal to Interest Payable to Contractor for delayed Payments (6% P.A.).	Tender conditions shall prevail.
57.	3/236/30.2	Termination	Termination for Employers default must be in-line & terms to Termination for Contractors Default - Timelines & Payments (Loss of Business, Idleness of Men & Machinery, Interest towards delayed, withheld & unpaid Payments, Loss of Profits)	Tender conditions shall prevail.

Sd/-  
CEO, BIMCGL