

Engagement of Construction and Maintenance Agency- Regional Science Museum at Bhuj



**Department of Science and Technology, Government of
Gujarat**



Corrigendum V-A

**Engagement of Construction and Maintenance Agency (CMA)
for
Regional Science Museum at Bhuj**



Corrigendum V-A

S.N.	Original Clause	Modified Clause/New Clause
1.	RFP Volume II, Schedule 11, Total Estimated Project Cost INR 67,76,01,391	RFP Volume II, Schedule 11. Total Estimated Project Cost is INR 67,94,37,476
2.	RFP Volume II, Article 6 PERFORMANCE SECURITY, PERFORMANCE GUARANTEE AND ADVANCE GUARANTEE	RFP Volume II, Article 6 PERFORMANCE SECURITY, PERFORMANCE GUARANTEE, ADVANCE GUARANTEE AND EXHIBIT PROCUREMENT ADVANCE GUARANTEE
3.	<p>RFP Volume II, Article 6, Clause 6.6</p> <p>The Contractor shall, against advance payment for Rs. [●] (Rupees [●])(10% of the construction fee) (“Mobilisation Advance”) that is provided by the Authority, furnish to the Authority a bank guarantee for an amount equal to 110% of the Mobilisation Advance as per the format specified Part C of the Schedule 8 (“Advance Guarantee”). The Advance Guarantee shall be in a form and manner as may be prescribed by or approved by the Authority. All costs associated with obtaining, providing and maintaining the relevant Advance Guarantee shall be borne solely by the Contractor. It is clarified that the Mobilisation Advance shall be released by the Authority within 15 (fifteen) working days of the submission of the Advance Guarantee. The Advance Guarantee shall remain in force and effect for a period of 6 (six) months from the Appointed Date or till the Completion of the 25% of the Works, and shall be released upon Completion of 25% of the Works to the satisfaction of Authority. If the Contractor fails to renew or extend the validity of its Advance Guarantee, if required, then the Authority may encash the same in full and hold the proceeds as cash security.</p>	<p>RFP Volume II, Article 6, Clause 6.6</p> <p>The Contractor shall in accordance with terms hereof, be entitled to seek from Authority an advance payment of an amount equivalent to Rs. [●] (Rupees [●]) (namely, 8% of the construction fee) (“Mobilisation Advance”), to be secured through an unconditional and irrevocable bank guarantee (“Advance Guarantee”) issued by a Scheduled Commercial Bank in India, as per the format specified at Part C of the Schedule 8 hereof, enforceable at its branch at Ahmedabad, of an amount equal to 110% of the Mobilisation Advance, to be furnished by Contractor to Authority before such advance payment is sought by Contractor. The Advance Guarantee shall, subject to any renewal requirement set forth below, be required to be kept valid until period of 06 (six) Months from the date of payment of Mobilisation Advance. In case the Mobilisation Advance is not fully accounted for in the periodic determination of Works in value terms as determined by DTA, during the validity period of Advance Guarantee, then the Authority shall be entitled, regardless of anything contained herein, to encash the Advance Guarantee to account for the relevant amount. .All costs associated with obtaining, providing and maintaining the relevant Advance Guarantee shall be borne solely by the Contractor. It is clarified that, subject to the foregoing the Mobilisation Advance shall be released by the Authority within 15 (fifteen) working days of the submission of the Advance Guarantee. Further, the Parties hereto agree and understand clearly that if instructed by Authority, the Contractor shall renew and</p>

S.N.	Original Clause	Modified Clause/New Clause
		roll over the validity period of Advance Guarantee by required time notified by Authority; and, if the Contractor fails to renew or extend the validity of its Advance Guarantee, if required, then the Authority may encash the same in full and hold the proceeds as cash security. Subject to this clause, the Advance Guarantee, shall be released upon expiry of its term.
4.	RFP Volume II, Article 6	<p>Addition to Article 6</p> <p>6.6a The Contractor shall, upon completion of Milestone VII in accordance with terms hereof, be entitled to seek from Authority an advance payment of an amount equivalent to Rs. [●] (Rupees [●]) (namely, 5% of the construction fee) (“Exhibit Procurement Advance”), to be secured through an unconditional and irrevocable bank guarantee (“Exhibit Procurement Advance Guarantee”) issued by a Scheduled Commercial Bank in India, as per the format specified at Part D of the Schedule 8 hereof, enforceable at its branch at Ahmedabad, of an amount equal to 110% of the Exhibit Procurement Advance, to be furnished by Contractor to Authority before such advance payment is sought by Contractor. The Exhibit Procurement Advance Guarantee shall, subject to any renewal requirement set forth below, be required to be kept valid until period of 12 (twelve) Months from the date of payment of Exhibit Procurement Advance. In case the Exhibit Procurement Advance is not fully accounted for in the periodic determination of Works as made by DTA, during the validity period of Exhibit Procurement Advance Guarantee, then the Authority shall be entitled, regardless of anything contained herein, to encash the Exhibit Procurement Advance Guarantee to account for the relevant amount. . All costs associated with obtaining, providing and maintaining the relevant Exhibit Procurement Advance Guarantee shall be borne solely by the Contractor. It is clarified that, subject to the foregoing the Exhibit Procurement Advance shall be released by the Authority within 15 (fifteen) working days of the submission of the Exhibit Procurement Advance Guarantee. Further, the Parties hereto agree and understand clearly that if instructed by Authority, the Contractor shall renew and roll over the validity period of Exhibit</p>

S.N.	Original Clause	Modified Clause/New Clause
		Procurement Advance Guarantee by required time notified by Authority; and, if the Contractor fails to renew or extend the validity of its Advance Guarantee, if required, then the Authority may encash the same in full and hold the proceeds as cash security. Subject to this clause, the Exhibit Procurement Advance Guarantee, shall be released upon expiry of its term.
5.	<p>Corrigendum III, S No 7 Advance Guarantee, Paragraph 8, This Bank Guarantee given towards securing the advance payment shall be valid in full force and effect at all the time during contract period for a period of 6 (six) months from the Appointed Date or till the Completion of the 25% of the Works (exclusive of claim period), and shall be released upon Completion of 25% of the Works to the satisfaction of Authority. Upon request made by the Contractor for release of the Bank Guarantee along with the particulars required hereunder, duly certified by a statutory auditor of the Contractor, the Authority shall release the Bank Guarantee forthwith.</p>	<p>Modified Clause, Advance Guarantee, Paragraph 8, This Bank Guarantee given towards securing the advance payment shall be valid in full force and effect at all the time during contract period for a period of 6 (six) months from the Appointed Date or till the Completion of the 30% of the Works (exclusive of claim period), and shall be released upon Completion of 30% of the Works to the satisfaction of Authority. Upon request made by the Contractor for release of the Bank Guarantee along with the particulars required hereunder, duly certified by a statutory auditor of the Contractor, the Authority shall release the Bank Guarantee forthwith.</p>
6.	<p>RFP Volume II, Schedule 8, Part C Advance Guarantee, Paragraph 11, This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Contract.</p>	<p>RFP Volume II, Schedule 8, Part C Advance Guarantee, Paragraph 11, This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 06 (six) months from the date of payment or until it is released earlier by the Authority pursuant to the provisions of the Contract.</p>
7.	<p>RFP Volume II, Article 6 Clause 6.7 The Authority shall have the absolute and unqualified right to encash and draw down the full outstanding amount of any or all of the Performance Security, Performance Guarantee and Advance Guarantee in terms of this Article 6, including but not limited to:</p>	<p>RFP Volume II, Article 6 Clause 6.7 The Authority shall have the absolute and unqualified right to encash and draw down the full outstanding amount of any or all of the Performance Security, Performance Guarantee, Advance Guarantee and Exhibit Procurement Advance Guarantee in terms of this Article 6, including but not limited to:</p>

S.N.	Original Clause	Modified Clause/New Clause
8.	RFP Volume II, Article 6 Clause 6.8 The Contractor agrees and acknowledges, and shall ensure that the Performance Security and/ or Performance Guarantee and/ or Advance Guarantee shall be assignable by the Authority.	RFP Volume II, Article 6 Clause 6.8 The Contractor agrees and acknowledges, and shall ensure that the Performance Security and/ or Performance Guarantee and/ or Advance Guarantee and/or Exhibit Procurement Advance Guarantee shall be assignable by the Authority.
9.	RFP Volume II, Article 16 Clause 16.1.1 (a) fails to submit the Advance Guarantee/ Performance Guarantee/ Performance Security in accordance with the terms of the Contract or does not comply with any notice of the Authority to make good any failure under the Contract with the date specified in such notice;	RFP Volume II, Article 16 Clause 16.1.1 (a) fails to submit the Exhibit Procurement Advance Guarantee/ Performance Guarantee/ Performance Security in accordance with the terms of the Contract or does not comply with any notice of the Authority to make good any failure under the Contract with the date specified in such notice;
10.	RFP Volume II, Article 16 Clause 16.2 The Authority shall be entitled to invoke the Advance Guarantee and/or Performance Security or Performance Guarantee.	RFP Volume II, Article 16 Clause 16.2 The Authority shall be entitled to invoke the Exhibit Procurement Advance Guarantee and/or Advance Guarantee and/or Performance Security or Performance Guarantee.
11.	RFP Volume II, Article 16 Clause 16.4.2 As soon as practicable after a notice for termination under Clause 16.3 has taken effect, the Authority shall immediately return the Advance Guarantee/ Performance Guarantee/ Performance Security, as the case may be, provided by the Contractor and shall proceed to determine the balance amount of the Contract Price not already paid to the Contractor. The Authority shall within 30 (thirty) days of such determination, pay the balance Contract Price to the Contractor in terms of this Contract.	RFP Volume II, Article 16 Clause 16.4.2 As soon as practicable after a notice for termination under Clause 16.3 has taken effect, the Authority shall immediately return the Exhibit Procurement Advance Guarantee/Advance Guarantee/ Performance Guarantee/ Performance Security, as the case may be, provided by the Contractor and shall proceed to determine the balance amount of the Contract Price not already paid to the Contractor. The Authority shall within 30 (thirty) days of such determination, pay the balance Contract Price to the Contractor in terms of this Contract.
12.	RFP Volume II, Schedule 6-Payment Milestones	RFP Volume II, Schedule 6-Payment Milestones For modified Schedule-6, Refer Annexure-I
13.	RFP Volume II, Schedule 8	Addition to RFP Volume II, Schedule 8 Refer Annexure-II

S.N.	Original Clause	Modified Clause/New Clause
14.	<p>Schedule 10 Project Milestones</p> <p>2. Project Milestone-II</p> <p>2.1 Project Milestone-II shall occur on or before 6 (six) months from Appointed Date (the “Project Milestone-II”) upon completion of 25% of civil construction works in value terms.</p> <p>3. Project Milestone-III</p> <p>3.1 Project Milestone-III shall occur on or before 10 (ten) months from the Appointed Date (the “Project Milestone-III”) upon completion of 50% of civil construction works in value terms.</p> <p>4. Project Milestone-IV</p> <p>4.1 Project Milestone-IV shall occur on or before 15 (fifteen) months the Appointed Date (the “Project Milestone- IV”) on completion of 75% of civil construction works in value terms</p> <p>5. Project Milestone-V</p> <p>5.1 Project Milestone-V shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- V”) upon completion of 100% of civil construction works including all services in value terms.</p> <p>6. Project Milestone-VI</p> <p>6.1 Project Milestone-VI shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- VI”) upon completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Space Science Gallery.</p>	<p>Schedule 10 Project Milestones</p> <p>2. Project Milestone-II</p> <p>2.1 Project Milestone-II shall occur on or before 2 (two) months from Appointed Date (the “Project Milestone-II”) upon completion of 10% of Works in value terms.</p> <p>3. Project Milestone-III</p> <p>3.1 Project Milestone-III shall occur on or before 4 (four) months from Appointed Date (the “Project Milestone-III”) upon completion of 20% of Works in value terms.</p> <p>4. Project Milestone-IV</p> <p>4.1 Project Milestone-IV shall occur on or before 6 (six) months from Appointed Date (the “Project Milestone-IV”) upon completion of 30% of Works in value terms.</p> <p>5. Project Milestone-V</p> <p>5.1 Project Milestone-V shall occur on or before 8 (eight) months from Appointed Date (the “Project Milestone-V”) upon completion of 40% of Works in value terms.</p> <p>6. Project Milestone-VI</p> <p>6.1 Project Milestone-VI shall occur on or before 10 (ten) months from Appointed Date (the “Project Milestone-VI”) upon completion of 50% of Works in value terms.</p> <p>7. Project Milestone-VII</p> <p>7.1 Project Milestone-VII shall occur on or before 12 (twelve) months from Appointed Date (the “Project Milestone-VII”) upon completion of 60% of Works in value terms.</p> <p>8. Project Milestone-VIII</p> <p>8.1 Project Milestone-VIII shall occur upon completion of Project Milestone-VII.</p> <p>9. Project Milestone-IX</p> <p>9.1 Project Milestone-IX shall occur on or before 18 (eighteen) months from Appointed Date (the “Project Milestone-IX”) upon completion of 80% of Works in value terms.</p>

S.N.	Original Clause	Modified Clause/New Clause
	<p>7. Project Milestone-VII</p> <p>7.1 Project Milestone-VII shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- VII”) upon completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Energy Science Gallery.</p> <p>8. Project Milestone- VIII</p> <p>8.1 Project Milestone-VIII shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- VIII”) on Completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Fields Medal Gallery.</p> <p>9. Project Milestone- IX</p> <p>9.1 Project Milestone-IX shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- IX”) on Completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Bonsai Gallery.</p> <p>10. Project Milestone- X</p> <p>10.1 Project Milestone-X shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- X”) on Completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Nanotechnology Gallery.</p>	<p>10. Project Milestone-X</p> <p>10.1 Project Milestone-X shall occur on or before 21 (twenty one) months from Appointed Date (the “Project Milestone-X”) upon completion of 100% of Works in value terms.</p> <p>11. Project Milestone-XI</p> <p>11.1 Project Milestone-XI shall occur on or before 21 (twenty one) months from Appointed Date (the “Project Milestone-XI”) upon completion of procurement, erection, IT installation including all associated by-works for outdoor observatory.</p> <p>12. Project Milestone-XII</p> <p>12.1 Project Milestone-XII shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- XII”) upon completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Space Science Gallery, including outdoor space science exhibits.</p> <p>13. Project Milestone-XIII</p> <p>13.1 Project Milestone-XIII shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- XIII”) upon completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Energy Science Gallery, including outdoor energy science exhibits.</p> <p>14. Project Milestone- XIV</p> <p>14.1 Project Milestone-XIV shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- XIV”) on Completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV</p>

S.N.	Original Clause	Modified Clause/New Clause
	<p>11. Project Milestone- XI</p> <p>11.1 Project Milestone-X shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- IX”) on Completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Marine Navigation Gallery.</p> <p>12. Project Milestone- XII</p> <p>Project Milestone-XII shall occur 3 months after opening of the RSM and after ensuring smooth operation.</p>	<p>installations and IT installations for the Fields Medal Gallery, including outdoor fields medal exhibits.</p> <p>15. Project Milestone- XV</p> <p>15.1 Project Milestone-XV shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- XV”) on Completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Bonsai Gallery, including outdoor Bonsai exhibits.</p> <p>16. Project Milestone- XVI</p> <p>16.1 Project Milestone-XVI shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- XVI”) on Completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Nanotechnology Gallery, including outdoor nanotechnology exhibits.</p> <p>17. Project Milestone- XVII</p> <p>17.1 Project Milestone-XVII shall occur on or before 21 (twenty one) months from the Appointed Date (the “Project Milestone- XVII”) on Completion of procurement, installation, exhibit theming and fabrication, internal gallery theming, AV installations and IT installations for the Marine Navigation Gallery, including outdoor marine navigation exhibits.</p> <p>18. Project Milestone- XVIII</p> <p>18.1 Project Milestone-XVIII shall occur 3 months after opening of the RSM and after ensuring smooth operation.</p>

S.N.	Original Clause	Modified Clause/New Clause
		It is clarified for the purpose of this agreement that the phrase Works in value terms shall mean the value of the works determined based on the Schedule 11 and proportionately adjusted by the ratio between quoted value by the CMA and the BOQ estimate
4.	<p>Clause 3.5.5 of RFP Volume II The Bill of Quantities with prices provided in Schedule 11 is indicative in nature for the sole purpose of determination of the Contract Price in the event of Variation as per clause 3.5 of this Contract. For the avoidance of doubt, it is further clarified that description of items mentioned in the BOQ is an integral part of Technical Specifications</p>	<p>Clause 3.5.5 of RFP Volume II The Bill of Quantities with prices provided in Schedule 11 is indicative in nature for the sole purpose of determination of the Contract Price in the event of Variation as per clause 3.5 of this Contract and to determine the value of completed Works as per Schedule 10 and Schedule 6. For the avoidance of doubt, it is further clarified that description of items mentioned in the BOQ is an integral part of Technical Specifications</p>