

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Clarification on Pre Bid Meeting Held on 08.06.2018 in Manthan for "Construction of EWS flat under chief minister awas yojna 2015"

Jan
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Date : - 18.06.2018

S No.	Name of Developer	Ref: No	Existing Tender Conditions	Ques. No.	Clarification & Suggestions	Clarification form JDA
1	Desert Greens Pvt. Ltd.	Page no: 104 (5.4.1) Head: Cost of bidding	There is a phrase used "after registration with JDA"	1	Please clarify this phrase and online registration process.	For on line registrations process please visit our site www.jda.urban.rajasthan.gov.in and also you can use link http://service.jaipurjda.org/eTender/images/Help2.pdf for help.
		Page no: 115; point no: 6	"Design for one additional storey for seismic resistance"	2	Since, as per policy G+3 is fixed as model and no further addition is allowed as it is not an incremental type of Housing project. Therefore, by adding 1 more storey for design purpose will increase the cost of construction. Thus, kindly fix design criteria to G+3 only.	Yes agreed for design of G+3 story building only but necessary provision for loading for water tanks, head room, waterproofing course & required live load etc must be kept while designing of the structures.
		Page no 115; Point no: 6	"Plinth Height"	3	Plinth height is shown 750mm. It is requested to fix it between 400mm to 600mm (limits inclusive)	As per tender document.
		Page no 117; Point no 6.	"Sewerage treatment Plant"	4	SBR technology is suggested. Kindly give flexibility in selection of technology or any other system approved by JDA.	Not agreed as SBR is a latest technology for treatment of sewer. Developer should be followed desired criteria as per central pollution control board.
		Various	"EPC Contract"	5	On various places it is mentioned that this is under EPC contract, hence all payment liability will be of client and no delay in administrative process will be on part of contractor.	Yes, it is a EPC contract.
		Page 97	"Layout Plans can be changed keeping the same build up area with approval from JDA"	6	In existing plans only 29.46% of FAR (in Abhinav Vihar) is being used although it can be increased up to 50%. Thus, give developer to exercise his creativity and increase FAR at optimum level, which would further increase the revenue of JDA.	Yes agreed to extend FAR up to 50% or as per norms but flat size is as per EWS requirement only. Carpet area should not be exceeded more than 30 Sqm for EWS flats in any condition.
		Page 98	"EWS super built up area is restricted to 341 Sqft"	7	As per circular of UDH minimum ceiling of super built-up area has been revised to 350 SqFt. Therefore, kindly keep it to 400 SqFt in common interest of people. Also, it was suggested by N C Mathur sir in pre-bid meeting that our purpose should be to deliver a home not a house, so that end user can live comfortably in that premises. (Copy of circular enclosed here with)	Yes agreed to change in super builtup area. 350 sqft is a Minimum super builtup area allowed for EWS flats as per Govt. norms but Carpet area should not be exceeded more than 30 Sqm for EWS flats in any condition.

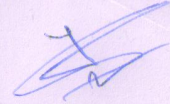
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		Page 100; Point no 5.3.2	Under head "Source of Fund" it is mentioned that expenses, taxes will be applicable as per contract on this development of CMJAY will be met by JDA through Escrow created for the project. Escrow shall be created by the amount of loan taken by the developer against the work on 75% of land parcel for EWS.	8	Since it is an EPC contract, therefore payment liability remains intact with client/employer and liability of Developer/Contractor remains only to Engineering, Procurement and Construction along with designing. In case if the liability of Funding and Financing has to be transferred to Developer/ Contractor then it has to be changed accordingly.	Now the clause "Source of Fund" shall be read as "The expenditure, as per contract, on this development of "Chief Minister's Jan Awas Yojna-2015" will be met by JDA through escrow account created for the project. Escrow shall be created by the JDA for deposition of beneficiaries amount or the amount of loan obtained by the successful applicants is directly deposited to the bank in escrow account against the work on 75% of land parcel for EWS.																														
		Page no: 115; point no 6	Ceiling height has been fixed at 3.00 m from finished floor level to roof top	9	It is suggested to keep it 3.00 m floor to floor or as per bye laws.	As per tender document.																														
		Page no: 170	Payment Schedule	10	It is advised to keep it as per government policy. (Annexure enclosed) 1. On completion of foundation work - 10 % 2. Roof level of ground floor including walls - 15 % 3. Roof level of first floor including walls - 15 % 4. Roof level of second floor including walls - 15 % 5. Roof level of third floor including walls - 15 % 6. On handing over to ULB - 20 % 7. After six months of handing over - 5 % 8. After twelve months of handing over - 5 %	Revised payment schedule shall be as under :- <table border="1"> <thead> <tr> <th>Stage as per Cl. 2.0 of the manual.</th> <th>Percentage Payment of the total contract value./ cumulative payment in percentage</th> <th>Justification (as under) with respect to the cost of work done up to the stage.</th> </tr> </thead> <tbody> <tr> <td>Stage Ist.</td> <td>10/100</td> <td>After approval of Plans, After excavation and commencement of foundation work.</td> </tr> <tr> <td>Stage II nd.</td> <td>5/100</td> <td>Casting GF roof-do, except advance</td> </tr> <tr> <td>Stage III rd.</td> <td>5/100</td> <td>Casting 1st Floor roof-do</td> </tr> <tr> <td>Stage IV th.</td> <td>5/100</td> <td>Casting 2nd Floor roof-do</td> </tr> <tr> <td>Stage V th.</td> <td>5/100</td> <td>Casting 3rd & Final Floor roof</td> </tr> <tr> <td>Stage VI th.</td> <td>15/100</td> <td>After completion of all masonry work, door window frame work etc. complete in all respects.</td> </tr> <tr> <td>Stage VII th.</td> <td>10/100</td> <td>After completion of all sanitary, water supply (internal and external), wall tiling etc. complete in all respects</td> </tr> <tr> <td>Stage VIII th.</td> <td>5/100</td> <td>After completion of all internal electrification work.</td> </tr> <tr> <td>Stage IX th</td> <td>10/100</td> <td>After all internal and external plasters and all flooring work.</td> </tr> </tbody> </table>	Stage as per Cl. 2.0 of the manual.	Percentage Payment of the total contract value./ cumulative payment in percentage	Justification (as under) with respect to the cost of work done up to the stage.	Stage Ist.	10/100	After approval of Plans, After excavation and commencement of foundation work.	Stage II nd.	5/100	Casting GF roof-do, except advance	Stage III rd.	5/100	Casting 1 st Floor roof-do	Stage IV th.	5/100	Casting 2 nd Floor roof-do	Stage V th.	5/100	Casting 3 rd & Final Floor roof	Stage VI th.	15/100	After completion of all masonry work, door window frame work etc. complete in all respects.	Stage VII th.	10/100	After completion of all sanitary, water supply (internal and external), wall tiling etc. complete in all respects	Stage VIII th.	5/100	After completion of all internal electrification work.	Stage IX th	10/100	After all internal and external plasters and all flooring work.
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						Stage	Ques. No.	Clarification
						Stage X th.	10/100	After supply and fixing of door shutters, complete painting, white and colour washing and other miscellaneous work.
						Stage XI th.	10/100	Completion of all internal development including Roads, drainage internal and connectivity to external urban drainage, foot paths, water supply, sewerage/ STP, waste water, RWH Street lighting, Telecom lines, landscaping and plantation, compound wall, security structures, built up community area etc. all complete and ready to hand over as per contract, Final Completion and handing over.
						Stage XII th.	5/100	After six months of handing over of EWS/LIG units to ULB.
						Stage XIII th.	5/100	After twelve months of handing over of EWS/LIG units to ULB.
						Total	100	
			GST and Other tax Deductions	11	Since contract is silent on applicable GST and other tax deductions, kindly clarify.	GST & other taxes are as per law of land. <u> </u> ?		
			Present document is as per stages of RCC frame structure.	12	Kindly give flexibility in opting other non-conventional technology for construction as well. Affordable housing policy also promotes use of non-conventional technology.	Yes agreed for use of other option of non-conventional technology for construction of EWS flats but payment schedule remain same for all construction tecnology.		
2	NCCF India Ltd.		"Source of Fund" at Page no: 100	13	Under Heading " Source of Fund " at Page no: 100, it is stated that it would be responsibility of Developer/ Contractor to raise Funds and Financing for project, whereas since it is an EPC contract therefore, it is responsibility of Client to arrange for funds and finance. Also, in case sufficient booking is not received for project than in that case too it becomes liability of Client to facilitate its Contractor with an interrupted supply of money for successful completion of project.	Yes agreed, JDA will responsible for creation of fund for uninterrupted supply of money for sucessful completion of project. In case if sufficient booking in not recived / beneficiaries fail to deposite the sales amount to the escrow account in stipulated schedule frame JDA divert the requisite amount to escrow account from reserve fund to maintane case flow. JDA will create a reserve fund of 30.00 cr for that purpose.		
			"Possession of /Access to site" at Page no: 14	14	Under Heading " Possession of /Access to site " at Page no: 14, it is stated that work has to be started that once possession of 60% of land is given to developer whereas whole contract is silent on remaining 40% of land neither this clause is elaborated with remaining portion of land in case of encroachment or any other problem. This point needs to be clarified and elaborated.	JDA shall give possession of at least 60% of the site to the Developer / Contractor. Remaining 40% site will be handed over to the developer in phases or same will be handed over to the Developer at the time of commencement date.		

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			"Right of way & facilities" at Page no: 33	15	Under Heading " Right of way & facilities " at Page no: 33, it is stated that "The Developer/Contractor is to ascertain (before bidding) and be satisfied with Access/right of way to site", but it is responsibility of Client to provide clear approach to site for carrying out proper operations for development work. Therefore, it is requested to JDA should take responsibility of providing approach to site.	Right of way & facilities - "The Developer / Contractor is to ascertain (before bidding) and be satisfied with the access/right of way to the site. In our project site all right of way is available/approachable.
			"Foreclosure of Contract due to abandonment and Reduction in Scope of Work" at Page No: 75	16	Under Heading " Foreclosure of Contract due to abandonment and Reduction in Scope of Work " at Page No: 75 it is stated that at any interval of time JDA holds the right to reduce the scope of work for any reason whatsoever, since this clause is open ended and creates a sense of ambiguity among developers, thus it is requested to either remove this clause or put a ceiling on maximum amount of reduction in scope of work as it would affect financial calculations for participating in bid.	Not agreed, JDA has full right to reduce the scope of work/ reduction in number of flat if sufficient beneficiary do not apply.
			Page No 57	17	At Page No 57, it is stated that in case work can not be stated within 1/8 of stipulated time then procurement entity may cancel the work order, in this context it is being stated that since there are lot of activities involved in commencement of project like approval of maps, RERA registration of project, lottery and issuance of allotment letter etc therefore it is being suggested that kindly enforce this condition subject to consideration of above facts.	As per tender document. The commencement date of the project will be consider on that date when lottery of 75% flats sucessfully completed after RERA registration.
				18	It appears that start date of project is being considered from date of possession of land but since there are lot of other activities such as map approval, lottery, issuance of allotment letter etc, it consumes a lot of time therefore it is requested to consider start date of project after issuance of allotment letter. This would help in creating contradictions within clauses of contract.	Yes agreed to consider the start date after booking of 75% flats sucessfully completed.
				19	It is being stated that in case land mentioned in tender is split into two or more locations then facilities/ outer development work has to be done on two different locations which would create additional burden on Developer and ultimately viability of project would be lost.	As per tender document.

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				20	Also, it is being requested that in tenders of RUDSICO and other authorities, EMD and Performance security is exempted for government bodies. Therefore, it is requested to incorporate this clause as well in tender documents.	Yes agreed as per RTTP ACT 2013, Page No. 154- In lieu of bid security, a bid securing declaration shall be taken from Department' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by Central Government.
				21	There are several other factors on which Tender Documents is silent like GST and other tax deductions, inclusion of non-conventional construction practices, modification in payment conditions as per CMJAY-2015.	GST & other taxes are as per law of land.. Flats are constructed on any non-conventional construction method and also modification in payment condition as per clarified on question no 10
3	Nila Infrastructure s Ltd.			22	It is mentioned in BID documents that Online registration is requisite for participating in tender but its process is not elaborated. So, please elaborate the process of registration.	For on line registrations process please visit our site www.jda.urban.rajasthan.gov.in and also you can use link http://service.jaipurjda.org/eTender/images/Help2.pdf for help.
				23	It is mentioned in various points that JDA will be taking responsibility of possession of only 60% of land but it was clarified in pre-bid meeting that it means 60% of developer's land (25% of total land) and its possession will be given to developer initially so that land may be mortgaged and fund could be raised. Also, it is requested to allow developer to construct affordable housing project on developer's land since beginning of project. So, it is requested that kindly clarify this point in tender documents as well.	Please read clarification made on question no 14 for possession of land. The ownership of 25 % land parcel will be transferred to developer after completion of project on 75% land and after deposition of external development charges for 25% land parcel. If developer wants to raising loans on this 25% land, JDA may facilitate to builder by extending NOC after affordable housing (75%) and may further sign a triparty agreement for release of fund for development of 25% land. (Plz read out information to bidders Page no - 97)
				24	Whole tender document is drafted keeping in consideration that it is an EPC contract but as per policy of Mukhya Mantri Jan Awas Yojana-2015, money is to be raised from public and that would be source of fund for project, which would be very difficult under EPC mode. Therefore, it is suggested to switch mode of contract from EPC to PPP mode.	As per tender document.
				25	In one of tender documents it is mentioned that area of EWS flats to be taken would be 341 Sqft but as per revision in policy minimum area of EWS flats has been revised from 325 to 350 Sqft and maximum as per bye laws/CMJAY policy. So, please take this into consideration as well.	Yes agreed to change in super builtup area. 350 sqft is a Minimum super builtup area allowed for EWS flats as per Govt. norms but Carpet area should not be exceeded more than 30 Sqm for EWS flats in any condition.
				26	We would further like to request to wave off GST or keep it to 8% same as in RUDSICO tenders, since GST will be a crucial factor in rate calculation.	GST & other taxes are as per law of land.
				27	It is humbly requested to refer RUDSICO tender documents while finalizing tender documents for tenders floated by JDA as they are quite acceptable among developers.	Not admissible. As per tender document.

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4	General	Page no - 116	Elevator/Lift - Elevator of required capacity and approved brand as per IS specification	28		This item is now being eliminated from the tender document.
			Word "LIG"	29		Where ever the word LIG is shown in tender document is supposed to be eliminated from tender document.



Executive Engineer (Housing - I)
JDA, JAIPUR