

Sl. No.	Page No.	Part of RFP	Clause No.	Text Provided in RFP	Clarification sought with justification, if any	Clarification by GBU
1.	7, 13,32	VOLUME I Data sheet	Sr. No. 5. Bid Security/EMD, Cl. 1.2.4 & Cl. 2.20 Bid security	INR 2,50,000 (Rupees Two Lakh Fifty Thousand only) in the form of Bank Guarantee("BG") or Fixed Deposit Receipt("FDR") in favour of "The Registrar, Gujarat Biotechnology University" Payable at Gandhinagar. Any exemptions in Bid Security that are claimed by an entity shall be subject to the applicable policy of the state of Gujarat and furnishing of supporting documents in respect of such claim.	With reference to the mentioned clause regarding exemption, we request clarification on whether exemption from Bid Security (EMD) shall be granted to bidders registered as Micro and Small Enterprises (MSEs) in accordance with Clause 4(A), Page 6 of the Gujarat State Procurement Policy, 2024, subject to submission of valid supporting documents.	Corrigendum Will be upload on Nprocure.
2.	21	VOLUME I 2. A. GENERAL INSTRUCTIONS TO BIDDERS	Cl. 2.2 Eligibility of Bidders, Sub – Clause – 2.2.2(b) Note	For the purpose of the RFP "Building Infrastructure /Similar Assignment" shall mean experience of having completed project management consultancy and/or site supervision and/or consultancy works for projects involving civil construction works including MEP and Finishing works for academic/ institutional facilities, corporate & government office buildings, Institutional Buildings, Hospital Building.	It is requested to kindly clarify that experience of any one project falling under the specified categories shall be considered as a "Similar Assignment". Further, it is requested that the clause may be interpreted as: "Project Management Consultancy and/or Site Supervision and/or Consultancy works for projects involving civil construction works including MEP and finishing works for academic / institutional facilities /corporate or government office buildings/ institutional buildings/ hospital buildings." Additionally, we request inclusion of Residential Buildings under the definition of similar assignments, considering comparable scope,scale, and complexity.	Request not accepted.
3.	48	Volume 1 APPENDIX – I: Formats for Technical BID	ANNEXURE C	ANNEXURE C: Power of Attorney for Signing of Bid (Refer Clause 2.1.9)	It is requested to kindly confirm whether submission of Power of Attorney along with Board Resolution, covering all required details of authorized signatories, may be accepted in lieu of the prescribed formats Annexure - C	Request not accepted.
4.	55	Volume 2 ARTICLE 24: TERMS OF REFERENCE	5. TIME SCHEDULE & PENALTIES	Penalties For delay attributable to the PMC: <input type="checkbox"/> Penalty at the rate of 0.1% per day, subject to a maximum of 10% of the total PMC fees. <input type="checkbox"/> Penalty for non-deployment of staff per person Rs 5000 per day.	Considering standard industry practices for consultancy services, it is requested to: <input type="checkbox"/> Revise the penalty for delay from 0.1% per day (capped at 10%) to a maximum cap of 5% of total PMC fees, and <input type="checkbox"/> Revise the penalty for non-deployment of staff from INR 5,000 per person per day to INR 2,000 per person per day. This is requested to ensure fair risk allocation and alignment with industry norms for consultancy assignments.	Request not accepted.
5.	80	Volume 2 SCHEDULE C: SCOPE OF WORKS	I. Part I: BRIEF: InCITE Building and Allied Works at GBU 1. Project Brief	GBU envisions the establishment of a distinguished International Centre for Incubation and Translational Entrepreneurship (INCITE) at its base location on GIFT City Road, Gandhinagar.	Kindly provide the total Built-Up Area (BUA) of the proposed project for better understanding of project scale and accurate resource planning.	As per the planning, the tentative built-up area (BUA) of the proposed development is 22,905 sq. meters.
6.	83, 57	Volume 2 SCHEDULE C: SCOPE OF WORKS & ARTICLE 24: TERMS OF REFERENCE	3. Services during the Construction Phase 3.1. Review of Drawings and provide Technical Inputs 8. Monitoring & Evaluation	3.1.4. The Consultant shall, on behalf of Authority, apply for and obtain all the statutory approvals, licenses and permits required to commence the construction works. 8. Coordinate for statutory approvals including Environment, Airport Authority, Local Body, etc if required.	It is requested to clarify that the Consultant shall prepare necessary documentation and provide support for obtaining approvals, while the actual approvals shall be obtained by the Client/Authority.	Request not accepted.
7.	56	Volume 2 ARTICLE 24: TERMS OF REFERENCE	6.2 Facilities to be provided by the PMC	The Consultant shall provide, at its own cost, all office infrastructure, manpower, logistics, transportation, communication systems and administrative support required for performance of services.	It is requested that office space and basic infrastructure at site may be provided by the Client/Contractor, while the Consultant shall arrange its own manpower, equipment, and operational support. This is in line with standard PMC practices for large institutional projects.	Only office location shall be provided by the authority; however, all basic infrastructure shall be arranged and provided by the consultant.

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8.	7	VOLUME I Data sheet	Sr. No. 8.	Last date and time of Submission of bids Technical (Online and Physical) and Financial Proposal (online) 13th April 2026, 18:00 hours IST online	Given the nature of queries and importance of the project, we will require time to submit our most competitive bid, therefore we request to provide extension at least Two (3) weeks from current Bid Due Date.	Last date will be 23/04/2026 and update on Nprocare.
9.	21	Volume-1	2.2.2 (b)	The Bidder shall demonstrate experience in successfully implementation of any one building 20,000 sqmt. Built up area of projects with Govt, PSU or Private organizations as a PMC for construction supervision/project management services & commissioning of the system for projects in India in the last 7 years immediately preceding Bid Due Date.	We are request to you extend the project completion duration from 7 Years to 10 Years OR Including the residential township project.	Request not accepted.
10.	21	Volume-1	2.2.2 (c)	Financial Capacity: The Bidder shall be required to demonstrate that it has an average annual Turnover of Rs. 2.00 Crore (Rupees Two Crore only) during the last five financial years immediately preceding the Bid Due Date and shall also be required to have positive net worth in the financial year ending	Consider the current year (2025-26) provisional turnover certificate for that.	Request not accepted.
11.	35	Clause No. 3.3.3 of Volume I Page no. 35 of 60	Clause No. 3.3.3	<u>Selection of Bidder</u> ... The Bidder offering the lowest total cost shall be ranked 1 and accordingly, subsequent bidders as 2, 3,...	We request you to consider the QCBS (Quality and Cost Based Selection) method for award of the contract. Please consider	Request not accepted.
12.		General		<u>Payment Terms</u>	We understand that the bidder shall submit invoices on a monthly basis and the GBU shall release payment within 7 days of invoice submission. Please confirm	Request not accepted.
13.				Subject to and in accordance with the provisions of this PMC Contract, the Consultant shall provide the Services set out in Schedule C during the undermentioned periods: - (a) For Services set out under Schedule C, Pre-Construction Phase and Construction Phase: The combined duration for completion of Pre-Construction phase and Construction Phase shall be of 24 months or till the completion of Construction Phase whichever is later, commencing from the date of the commencement of the work order Pre- Construction Phase. It is clarified that the work order Pre-Construction Phase shall commence on the effective date of this PMC Contract. (b) For Services set out under Schedule C i.e., Post Construction Phase: A period of 12 months, commencing from the date of completion of Construction Phase of the Project.	We understand that, in the event of an extension of the project beyond the defined project duration, the PMC contract shall be extended on a mutual agreement basis. Please confirm	PMC contract shall be extended based on a mutual agreement but no any additional payment done.
14.	7	Clause 5 of Data Sheet Page no. 7 of 60	Clause 5 of Data Sheet	<u>Bid Security/EMD INR 2,50,000</u>	Our banker is HSBC Limited, and they are on the list of foreign scheduled bank approved by reserve Bank of India. So, we request you to please confirm can we submit the EMD in the form of bank guarantee (BG) from HSBC Ltd.	You may refer to the approved GR No. FD/MSM/e-file/4/2023/0057/D.M.O. dated April 21, 2023, issued by the Finance Department.
15.					We also request you to kindly share the SFMS details/e-BG beneficiary details like Banifecery details, bg confirmation email id, contact no etc. Please clarify.	
16.	55	Clause 5 of Volume II Page no. 55 of 91	Clause 5	<u>5. TIME SCHEDULE & PENALTIES</u> Penalties For delay attributable to the PMC: <input type="checkbox"/> Penalty at the rate of 0.1% per day, subject to a maximum of 10% of the total PMC fees. <input type="checkbox"/> Penalty for non-deployment of staff per person Rs 5000 per day.	We request you to consider all circumstances, including the that penalties, liquidated damages and risk purchase are capped at 5% of the contract value under this contract. Please Clarify.	Request not accepted.

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17.	85	Clause No. 4.14 of Volume II Page no. 85 of 91	Clause No. 4.14	<u>Insurance</u> Ensure that Contractor have taken requisite "All Risk Insurance Policies" to cover workman under Workman Compensation Act, loss / damage caused by natural calamities / accident / accidental collapse of partially completed work, materials and plant at site and for third party claims for injury / damages. PMC shall ensure that all such policies remain in force throughout the execution of project as applicable and as stipulated in Bid. Ensure use of materials as per make-list or equivalent.	We understand that the scope under this contract is limited to Project Management Consultant (PMC) for Review, Monitoring, Technical Inputs and Construction Supervision services; therefore, we are required to carry only personnel-related insurance (Medical Insurance and Workmen's Compensation Policy) for our staff deployed at site. Please clarify whether any other insurance policies are required to be carried under this contract. Please Clarify	No change.As per RFP Only.
18.	38	Clause No. 19 of Volume II Page no. 38 of 91	Clause No. 19	<u>Indemnity</u> The Consultant will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, including the Authority ("the Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Consultant of any of its obligations under this PMC Contract or any related agreement or on account of any Deficiency in the provision of Services by the Consultant, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this PMC Contract on the part of the Indemnified Persons.	We understand that the limit of indemnification by Project Management Consultant will be limited to the contract fees in any circumstances. Please clarify	No change.As per RFP Only.
19.	20	Clause No. 10.7 of Volume II Page no. 20 of 91	Clause No. 10.7	<u>Limitation of Liability</u> Notwithstanding anything to the contrary herein, the Consultant's aggregate liability to the Authority under this Agreement for failure to discharge its obligations hereunder shall not exceed 100% of the Contract Fee and shall exclude any loss, liability or damage caused to the Authority which is indirect or consequential or for which indemnities have been provided by the Consultant to the Authority. The limitation of liability specified in Clause 10.7.1 shall not affect the Consultant's liability for loss, liability or damage caused to any third party on account of negligence or wilful misconduct by the Consultant or on behalf of any person or firm acting on behalf of the Consultant.	We request you to consider the liability of the Project Management Consultant shall be limited to 100% of total contract fees under any circumstances for this contract. Please advice	No change.As per RFP Only.
20.	31	Clause No. 15.4 of Volume II Page no. 31 of 91	Clause No. 15.4	<u>Termination</u> At any time during the period of Suspension under this Article 15, the Consultant may by notice require the Authority to revoke the Suspension and elect to issue a Termination Notice. The Authority shall within 15 (fifteen) days of receipt of such Termination Notice, terminate this PMC Contract in accordance with Article 16.....	a) We request you to consider prior written notice of 60 days before termination of Contract due to any reason. b) We request you to please allow the equal right for termination by giving 60 days prior notice in writing to the contractor c) We understand that client shall pay the outstanding fee prior to the termination, also we request you to please give the clarification on the payment after the termination of the contract. Please consider	Request not accepted.
21.	27	Clause No. 14 of Volume II Page no. 27 of 91	Clause No. 14	<u>Force Majeure</u> As used in this PMC Contract, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 14.2, 14.3 and 14.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this PMC Contract and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.....	We request you to add the following events in the Force Majeure definition i.e. any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, Pandemic, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) any other catastrophic unforeseeable, circumstances, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation. Please Consider We request you to kindly allow us to provide a written notice within 60 days of occurrence of such force majeure. Please ConsiderWe request you to kindly include notice period of 60 (sixty) days in case of termination due to force majeure if applicable for this contract. Please Consider	Request not accepted. Request not accepted.

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22.	44	Clause No. 22 of Volume II Page no. 44 of 91	Clause No. 22	<u>LAWS GOVERNING THE CONTRACT</u> This PMC Contract shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause 21.3, the courts at Gandhinagar, Gujarat shall have jurisdiction over matters arising out of or relating to this PMC Contract.	We request you to allow Courts of Mumbai to have exclusive jurisdiction over the matter. Please Considered.	Request not accepted.
23.	7	Clause 8 of Data Sheet Page no. 7 of 60	Clause 8	Last date and time of Submission of bids Technical (Online and Physical) and Financial Proposal (online)	We request you to confirm which documents are required to be submitted in physical (hard copy) form. Please confirm.	Only the EMD and Tender Fee are required to be submitted in hard copy.
24.	7	Clause 8 of Data Sheet Page no. 7 of 60	Clause 8	Last date and time of Submission of bids Technical (Online and Physical) and Financial Proposal (online) 13th April 2026, 18:00 hours IST online	We understand that this is high value tender and we are in the process of preparing a comprehensive proposal. As our company is headquartered in Munich, Germany, our proposal is being reviewed and approved at a global level. In view of the above, we request you to extend the bid submission due date by minimum fifteen working days from the bid submission due date.	Last date will be 23/04/2026 and also update on Nprocure.