

Tender for "Design, Engineering, procurement and Construction of Cricket Stadium at Ganjari Village, Varanasi, UP on Turnkey basis"

Prebid Queries

S.No.	Section / Clause No & Page No.	Clause details as per Tender Document	Query / Request for Additional Information	Clarifications by UPCA
1	RFP, Cl-1.2, Pg-4	Defects Liability Period- 12 (twelve) months from the date of issue of completion certificate for the Services Agreement	Kindly request to rephrase as Defects Liability Period- 12 (twelve) months from the date of issue of provisional taking over certificate for the Services Agreement, since there is discrepancy between the this clause and clause no-18.4 of service agreement.	Defects Liability Period is 12 (twelve) months from the date of issue of provisional taking over certificate for the Services Agreement
2	Services Agreement, Cl-18.4, Pg-43	18.4 Completion Certificate: UPCA will issue a Completion Certificate to the Service provider after the end of the Defects Liability Period and under Clause 21 and if the Service Provider has complied with all observations raised by UPCA and/or PMO team and/or Proof Consultant during the Defects Liability Period.		
3	Varanasi -Stadium-Survey - Site -Plan		Requesting to share the AUTOCAD file of Site Survey Plan	Attached.
4	Services Agreement, Cl-26.5 Pg-54	26.5 Within 15 (fifteen) Working Days from the Effective Date, the Service Provider shall submit an irrevocable and unconditional bank guarantee (in a format to be specified by UPCA in advance) for an amount equivalent to 2.5% (two and half per cent) of the Accepted Contract Price ("Retention Bank Guarantee")	Requesting to share the bank guarantee format since it is not available in service agreement	Will be shared post LOI
5	RFP, Appendix B, Pg-59	Preliminary Geotechnical Investigation report [Provided Separately]	Requesting to share the Preliminary Geotechnical report.	Bidder has to conduct the preliminary geotechnical survey
6	Services Agreement, Cl-5.24, Pg-21	5.24 Change in Applicable Law If, after the date of this Agreement, there is any change in the Applicable Law for taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration otherwise payable to the Service Provider under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts .	Requesting to rephrase as : 5.24 Change in Applicable Law If, after the date of this Agreement, there is any change in the Applicable Law for taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration otherwise payable to the Service Provider under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract value .	Services Agreement, Clause no -5.24 shall be read as " 5.24 Change in Applicable Law If, after the date of this Agreement, there is any change in the Applicable Law for taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration otherwise payable to the Service Provider under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract value".
7	Services Agreement, Cl-10.13.a.3, Pg-31	(3) in the event of suspension of work by UPCA, only for the duration of such suspension of work;	Kindly modify the sub-clause (3) as " in the event of suspension of work by UPCA, the duration of such suspension of work plus reasonable time for remobilization along with cost compensation if any; "	In the event of suspension of work by UPCA, the duration of such suspension of work plus reasonable time for remobilization.

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8	Services Agreement, Cl-10.14.d, Pg-32	(d) UPCA's decision on the request for EOT will be communicated by UPCA within 21 (twenty-one) Working Days from the date of receipt of a written request under Clause 10.14(a) above or within 14 (fourteen) Working Days from the date on which copies of records and/or additional information is submitted/ furnished by the Service Provider, whichever is later. In the event no decision is communicated within the said period, it shall be deemed that UPCA has decided not to grant EOT.	Requesting to rephrase as : "(d) UPCA's decision on the request for EOT will be communicated by UPCA within 21 (twenty-one) Working Days from the date of receipt of a written request under Clause 10.14(a) above or within 14 (fourteen) Working Days from the date on which copies of records and/or additional information is submitted/ furnished by the Service Provider, whichever is later"	Services Agreement, Clause no-10.14.d shall be read as : "(d) UPCA's decision on the request for EOT will be communicated by UPCA within 21 (twenty-one) Working Days from the date of receipt of a written request under Clause 10.14(a) above or within 14 (fourteen) Working Days from the date on which copies of records and/or additional information is submitted/ furnished by the Service Provider, whichever is later"
9	Services Agreement, Cl-27.3, Pg-55	27.3 The Service Provider shall take out and maintain professional indemnity insurance at its sole expense for an amount equivalent to 5% (five percent) the Contract Price. Within thirty (30) days from the Effective Date, the Service Provider shall submit to the UPCA a fully paid policy or certificate of insurance naming the UPCA as an additional insured party, and requiring that the insurer shall not terminate or materially modify such policy without written notice to UPCA at least thirty (30) days in advance thereof. The Service Provider undertakes that it will not do or omit to do anything whereby the insurance may be vitiated either in whole or in part. The Service Provider shall take Contractor All Risk ("CAR") policy insuring the Works and keeping them insured until virtual completion against loss or damage in the name of UPCA and the Service Provider, including in accordance with Clause 27.6 below.	Request to rephrase as : 27.3 The Service Provider shall take out and maintain professional indemnity insurance at its sole expense for an amount equivalent to 5% (five percent) the Contract Price. Within thirty (30) days from the Effective Date, the Service Provider shall submit to the UPCA a fully paid policy or certificate of insurance naming the UPCA as an additional insured party, and requiring that the insurer shall not terminate or materially modify such policy without written notice to UPCA at least thirty (30) days in advance thereof. The Service Provider undertakes that it will not do or omit to do anything whereby the insurance may be vitiated either in whole or in part. The Service Provider shall take Contractor All Risk ("CAR") policy insuring the Works and keeping them insured until provisional taking over certificate against loss or damage in the name of UPCA and the Service Provider, including in accordance with Clause 27.6 below.	Services Agreement Clause 27.3 shall be read as "The Service Provider shall take out and maintain professional indemnity insurance at its sole expense for an amount equivalent to 5% (five percent) the Contract Price. Within thirty (30) days from the Effective Date, the Service Provider shall submit to the UPCA a fully paid policy or certificate of insurance naming the UPCA as an additional insured party, and requiring that the insurer shall not terminate or materially modify such policy without written notice to UPCA at least thirty (30) days in advance thereof. The Service Provider undertakes that it will not do or omit to do anything whereby the insurance may be vitiated either in whole or in part. The Service Provider shall take Contractor All Risk ("CAR") policy insuring the Works and keeping them insured until completion certificate against loss or damage in the name of UPCA and the Service Provider, including in accordance with Clause 27.6 below".

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10	Services Agreement, Cl-35.4, Pg-70	35.4 The Service Provider shall be entitled to terminate this Agreement only if: (a) UPCA is the subject of an Insolvency Event and, after the Service Provider has given notice to UPCA of such Insolvency Event having occurred, the said Insolvency Event continues for a period of 180 (one hundred eighty) days from that date; or (b) UPCA commits a material breach of this Agreement and fails to remedy the same after 30 (thirty) Working Days of the Service Provider having given notice to UPCA of such material breach and called upon UPCA to remedy the same.	Requesting to add the following clauses in addition: c) The breach of UPCA is not remedied and/or continues despite suspension of contract by the service provider. d) UPCA assigns, sublets or transfers this Contract in contravention to the terms of this Contract. e) UPCA undergoes a change in Control. Control as defined under the Companies Act, 2013 as may be amended from time to time. The Service Provider shall be entitled to: i) return of all performance securities furnished by the Service Provider under this Contract ii) payments which shall include: (a) the amounts payable for any work carried out for which a price is stated in the Contract; (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery; (c) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing.	Services Agreement, Clause no-35.4 shall be read as : 35.4 The Service Provider shall be entitled to terminate this Agreement only if: (a) UPCA is the subject of an Insolvency Event and, after the Service Provider has given notice to UPCA of such Insolvency Event having occurred, the said Insolvency Event continues for a period of 180 (one hundred eighty) days from that date; or (b) UPCA commits a material breach of this Agreement and fails to remedy the same after 30 (thirty) Working Days of the Service Provider having given notice to UPCA of such material breach and called upon UPCA to remedy the same. c) The breach of UPCA is not remedied and/or continues despite suspension of contract by the service provider.
11	RFP, Pg-23 & Services Agreement, Pg-75	Adjustment for component of Fuel & Power shown in above table: $VP = (W - Fi) \times ((XP / 100) \times (PI - Po) / Po)$ W = Value of Workdone for the period under consideration Fi = Value for the period under consideration..... Adjustment for component of Labour shown in above table: $VL = (W - Fi) \times ((XL / 100) \times (LI - Lo) / Lo)$ W = Value of Work done for the period under consideration Fi = Value for the period under consideration	Request to rephrase as : Adjustment for component of Fuel & Power shown in above table: $VP = (W - Fi) \times ((XP / 100) \times (PI - Po) / Po)$ W = Value of Workdone for the period under consideration Fi = Value of the Basic Material for the period under consideration..... Adjustment for component of Labour shown in above table: $VL = (W - Fi) \times ((XL / 100) \times (LI - Lo) / Lo)$ W = Value of Work done for the period under consideration Fi = Value of the Basic Material for the period under consideration	Fi shall be read as Value of the Basic Material for the period under consideration
12	RFP, Cl-7.13, Pg. 2	7.13 Lumpsum Amount quoted by the Interested Parties shall be inclusive of all applicable taxes, duties, cess, surcharges, levies, etc. (including, without limitation, Goods & Services Tax ("GST")).....	Is the Lumpsum amount, same as the contract amount where the Lumpsum amount includes the GST, but the contract amount excludes GST. Kindly clarify.	Yes. The Contract Price shall be inclusive of all taxes, duties, levies and any work contract tax liability but excluding GST (Refer Services Agreement, Cl-4.2)
13	Services Agreement, Cl-4.2, Pg-16	4.2 The Contract Price shall be inclusive of all taxes, duties, levies and any work contract tax liability but excluding GST.		
14	Services Agreement, Schedule-4, Pg-98	11. A demand for payment under this guarantee shall be deemed to have been sufficiently made if a claim in writing is sent by post or by fax or hand delivered to us to the above-mentioned address/ fax number. Interest at the rate of 18% p.a. shall be applicable on all delayed payments under this Bank Guarantee.	Request to remove the interest rate on delayed payments under this Bank Guarantee	Agreed, But the revocation must complete in 3 working days by the bank.

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15	RFP, Schedule-3, Pg-47	11. A demand for payment under this guarantee shall be deemed to have been sufficiently made if a claim in writing is sent by post or by fax or hand delivered to us to the above-mentioned address/ fax number. Interest at the rate of 18% p.a. shall be applicable on all delayed payments under this Bank Guarantee.	Request to remove the interest rate on delayed payments under this Bank Guarantee	Agreed, But the revocation must complete in 3 working days by the bank.
16	General	-	Requesting to provide the "Hydrology data", High Flood level and the water flow direction from site.	Bidders has to arrange with the relevant authorities
17	RFP, Cl-1.2, B.Public Amenities, Pg. 3	Club House with Indoor sports Facilities (including equipment)	We understand that the Gym Equipment's are not part of the bidders scope of works. Kindly confirm.	Gym Equipment's are not part of the bidders scope.
18	RFP, Cl-g, Pg-77	g) Miscellaneous : Provision for equipment storage room opening towards ground shall be of minimum space 2000 sqft for the Main Ground with attached toilets for ground staffs and space for pitch soil storage. Provision of manual score boards is mandatory for ground. Installation of sight screens and construction of peripheral covered concrete drain for all grounds are kept in the Ground Area.	This clause mentions "all grounds to have manual score boards" whereas APPENDIX D LIST OF APPROVED MAKES of service agreement -S.No- 18.1 mentions " Electronic Scoreboard". Kindly clarify whether manual score boards or electronic score boards are required. Request to provide the Scale & size of score boards.	Bidder's to consider the Electronic Scoreboard/Digital cum Digital LCD. Size of Screen is 60X30" (2 No's) and manual scoreboard one number of standard size i.e. 30'X20'.
19	General	As per Varanasi Local Bye laws, the requirement of car parking to be 1 car per 20 seats.	Request to confirm whether car parking shall be surface parking or MLCP.	Bidders should comply with the local byelaws and provide the necessary carparking in ground level.
20	General	-	The Bidder shall seek a single window approval from UPCA & its appointed Consultants for the following design stages only - Initial Concept Designs - Master Architectural Plans - Design Basis Report The GFC drawings shall be issued for construction based on the above approvals. Kindly Confirm.	Agreed and shall be a single window approval from UPCA.
21	Services Agreement, Schedule-2, Pg-94	Club House complex ---Kitchen for Restaurant, Banquet Halls	Requesting to provide the capacity for Kitchen and Banquet.	Will be confirmed during design phase of the project
22	Services Agreement, Schedule-2, Pg-94	Club House complex ---library	We understand in library elements like books, digital books, all digital materials are not in Bidders scope of works. Kindly confirm.	Not in Bidders scope.
23	General	-	Requesting to provide the total built up area along with the split for uniform consideration by bidders.	This is turnkey project. Bidders has to provide Architectural drawings with built up area statement based on list of Facilities provided in Services Agreement and functional requirement. How ever the BUA shall not less than they are defined (To refer in Corrigendum)
24	Services Agreement, Schedule-2, Pg-92 to 95	-	Kindly provide the capacity/area requirement for each and every works mentioned in the list of facilities to enable us to plan accordingly	Bidders have to consider the capacity/area based on functional requirement of items stated in list of facilities.

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25	General	Stadium	Kindly clarify the cooking capacity to be considered for the kitchen (no. of Paxs to be consider for food Preparation)	Bidders to consider in campus food preparation for pavilion population only. Gallery population shall be by external party on event days. Hence only space provision along with counters, water, drain as of connectivity of power, ventilation, electricity as necessary. Pavillion capacity can be considered as per International Cricket stadium standards.
26	Services Agreement, Clause 1.13, pg 12	The documents constituting this Agreement are to be taken as mutually explanatory of one another. If there is any ambiguity or discrepancy between such documents, the order of precedence should be determined during the course of work subject to requirements of the UPCA and would be mutually discussed and agreed upon by all stakeholders.	Requesting to specify the order of precedence / preference among various documents such as Design Basis Report, Drawings, Specifications etc. & any other Standards that it intend the Service Provider to follow.	Order of Precedence among various documents shall be as following: 1) Service agreement (includes LOI, RFP's, corrigendum's and addendum, Schedules) 2) GFC's (Good for Construction Drawing) 3) Technical Specification 4) DBR 5) Indian Standard Specification of B.I.S / IRC Code of Practice and others 6) Sound Engineering Practice as directed by Engineer-in-charge
27	Services Agreement, Clause 1.14, pg 12	Any discrepancy between the documents shall be immediately brought to the notice of UPCA and UPCA's PMO Team by the Service Provider		
28	Services Agreement -Scope matrix, Pg-91	K. Interior Works: Item No:111_Furniture Fixtures in North & South Pavilion Item No:112_Workstations, Storage Units, Chairs & Office furniture	We understand these furniture's are in UPCA's scope. Kindly Clarify.	As mentioned in Service agreement- Scope matrix- Entire work including finishing & seating arrangements will be part of service provider scope.
29	Services Agreement - APPENDIX A, Pg-106	Project Specifications	Request to provide the Project Specifications	Refer Corrigendum
30	Services Agreement - APPENDIX F, Pg-130	v. Procurement of XXXX metric ton XXXX soil mix at a ratio of 1:3 from the selected site of Ganjari Village, Varanasi zone after duly tested and approved by the Curator in charge.	Request to provide the Quantum, type of soil and location of source of soil mix	Red & Black Soil as recommended by BCCI.
31	Services Agreement - APPENDIX F, Pg-130	vi. Construction of no's two layer turf pitches at main ground and 6 turf pitches at practice arena (as mentioned in Schedule 2) with procured XXXX soil mix from XXXXXX measuring 25 x 3.05 x0.3 meter.....		
32	General	-	Request to confirm whether bidder needs to consider the Ceiling Plastering, painting or white wash on soffit of lower & upper bowl on exposed surface.	Ceiling to be plastered for non-false ceiling areas excluding beneath the stand subject to fair finish of surface.
33	Services agreement - Schedule 1- Cl- 2.6, Electrical works, Pg 78	The scope includes detailed design, supply, installation, testing and commissioning of the complete Electrical Works required for the Stadium complex. Electrical power supply to the new facility including liaison with the Supply Authority and the establishment of new utility substations to Supply Authority specifications.	a) Kindly clarify the nearest power source with voltage class, short circuit MVA and fault clearing time. b) Kindly clarify the type of Incoming supply (Overhead or Underground) c) Kindly clarify the Scope of HT cabling from the EB source to the premises. d) Kindly clarify whether dual supply or single supply from EB to be obtained.	a) Bidders to survey. b) Bidders to survey. c) Supply, installation , testing and commissioning of Dual power source from nearest state electricity board substation including HT cable and up to Ring Main Unit with metering (within the project premises) including all other accessories, civil works is not under bidder scope, However bidder shall liaison with state electricity board as required . Demand charges (as required) shall be paid by UPCA. d) Dual supply from EB will be provided from state electricity board to project premises.

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34	Services agreement - Schedule 1- Cl- 2.6, Electrical works, Pg-78	Centrally monitored single point type emergency and exit lighting systems.	We are proposing decentralized UPS with Battery backup system for emergency lighting , Kindly confirm.	Decentralized UPS with Battery backup system for emergency and exit lighting with 30 minutes backup time is acceptable, since 100% DG back up is available.
35	Services agreement - Schedule 1- Cl- 2.6, Electrical works, Pg-78	Electrical Plant Power Control and Monitoring System (PCMS) for monitoring and control of electrical infrastructure, sports and house lighting control system and generator control and other electrical monitoring and control functions as defined in this documentation.	Kindly elaborate the requirements of lighting control for various facilities and its extent of control.	Bidder to consider the following; Monitoring and Control of HT Panels, 11 KV Panels, incomer and outgoing ACBs in Main LT Panels (located in each building), Field of Play lighting through PCMS system. Monitoring of Transformers,DG through PCMS system.
36	Services agreement - Schedule 1- Cl- 2.6, Electrical works, Pg-78	Electrical Plant Power Control and Monitoring System (PCMS) for monitoring and control of electrical infrastructure, sports and house lighting control system and generator control and other electrical monitoring and control functions as defined in this documentation.	The document " Electrical Plant Power Control and Monitoring System (PCMS) " is not found , kindly share.	Bidder to consider the following; Monitoring and Control of HT Panels, 11 KV Panels, incomer and outgoing ACBs in Main LT Panels (located in each building), Field of Play lighting through PCMS system. Monitoring of Transformers,DG through PCMS system.
37	RFP, Cl-1.2.C. Common utilities , Infrastructure and Environment Friendly Facilities	Open Car Parking and Car charging stations	Kindly confirm the following, 1. Percentage of the parking capacity to be provided with EV Charging system 2. Percentage and capacity of AC charging stations 3. Percentage and capacity of DC charging stations 4. Whether SITC of Car charging station is under bidder scope or only bulk power provision to car charging station to be considered by bidder.	Bidder to consider the following: 1. Percentage of the parking capacity to be provided with EV Charging system shall be as IGBC requirement. 2. Percentage distribution of AC charging stations shall be 30% of 3.3 kW, 30% of 7.7 KW and 40% of 22.5 KW 3. DC charging stations - Not required. 4. SITC of Car charging station car charging station shall be under bidder scope.
38	General	Main Ground - Field of Play Lighting Lux levels	Kindly confirm the field of play lighting Lux Levels to be considered for the following areas in Main Ground, a. Pitch- Ehorizontal, Evertical,Uniformity(min/avg),Uniformity(min/max) b.Infield- Ehorizontal, Evertical,Uniformity(min/avg),Uniformity(min/max) c.Outfield- Ehorizontal, Evertical, Uniformity(min/avg),Uniformity(min/max)	The Lux Levels for the main ground field of play lighting as per BCCI guidelines for broadcasting is as follows : a. Pitch- Ehorizontal-3000 lux, Evertical-2500 lux, Uniformity(min/avg)-0.7,Uniformity(min/max)-0.6 b. Infield- Ehorizontal-2500 lux, Evertical-2000 lux, Uniformity(min/avg)-0.6,Uniformity(min/max)-0.5 c. Outfield- Ehorizontal-2000 lux, Evertical-1500 lux, Uniformity(min/avg)-0.5,Uniformity(min/max)-0.4
39	General	Practice ground and Outdoor Practice pitches Lux Levels	Kindly confirm the night playing requirements for Practice Grounds & practice pitch areas as we understand, flood lighting requirements is provided only for Main ground. If flood lighting to be considered by bidder for Practice ground and Practice pitches, kindly share the Lux level requirements	General lighting (average 1200 lux) for Practice pitch & General lighting (average 700 lux) for Practice ground areas to be provided for general illumination.

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40	General	General	Kindly confirm N or N+1 configuration to be considered by bidder for the following items, 1. Transformer 2. DG 3. Emergency Lighting UPS 4. ELV UPS 5. Rising Main	N+1 configurations shall be considered by bidder for mentioned utilities
41	RFP, Page:73 of 77, APPENDIX D DESIGN GUIDELINES	2. IT & Internet Requirements including Design Guidelines: a) Supply and installation of Extra-low Voltage (ELV) package in Admin facilities, Outdoor and indoor training area, Sports Science, Medicine and Education Centre and other facilities. Some of the sub-systems of ELV package are but not limited to is given below: >Parking Management	Kindly confirm the scope and details of the Parking Management system if the same has to be included in Bidder's scope.	Only Electrical boom barriers to be provided for the VIP car entry. Parking Management system is not required, However proper signages and markings to be provided.
42	Services Agreement, Scope Matrix, pg-87	"No scope mentioned under scope matrix		
43	RFP, Pg-73 of 77, Appendix D, Design guidelines 2, Page 73	f) Provision for WIFI facility in each zone as per Facility List and restriction in museum & exhibition area.	Bidder understands that Wi-Fi facility is applicable for non-public areas like the Administrative areas, Commentary room, Pavilion blocks, Club house, Broadcast room, VIP lounge only. Wi-Fi need not be considered for outdoor seating and other areas. Kindly confirm.	Confirmed. Wi-Fi facility is applicable for non-public areas like the Administrative areas, Commentary room, Pavilion blocks, Club house, Broadcast room, VIP lounge only. Wi-Fi need not be considered for outdoor seating and other areas.
44	Service-Agreement, Pg-90, Scope Matrix	Scope Matrix 92 .Networking Servers, Active Switches, Hubs and mounting racks, Computers	Bidder understands the scope is to provide necessary network switch, passive cabling, racks ,computers and servers for ELV systems. All other IT servers(email server, web server), routers, firewall and computers which are required by the Client/operation teams are not in bidders scope of work. Kindly confirm.	Confirmed. The scope is to provide necessary network switch, passive cabling, racks ,computers and servers for ELV systems. All other IT servers(email server, web server), routers, firewall and computers which are required by the Client/operation teams are not in bidders scope of work.
45	Service-Agreement, Pg-90 & 91 ,Scope Matrix	Scope item 90: Security Turnstiles & Equipment's: Included for Stadium & Club House Scope item 128: Perimeter Security System including all kind of barriers - Excluded for Stadium & club house Scope item 129: Temporary Security System during operation of Stadium on Event day Excluded	There is discrepancy in the requirement of turnstiles. Bidders understands that neither electronic nor mechanical turnstiles are in the scope of the bidder. Kindly confirm.	Electro mechanical turnstiles with QR code reader to be provided for spectators entry inside the stadium as per architectural intent.
46	RFP, Pg-73, APPENDIX D DESIGN GUIDELINES 2.	2. IT & Internet Requirements including Design Guidelines: a) Supply and installation of Extra-low Voltage (ELV) package in Admin facilities, Outdoor and indoor training area, Sports Science, Medicine and Education Centre and other facilities. Some of the sub-systems of ELV package are but not limited to is given below: Ø Television Connection	Bidder understands that the scope is limited to MATV cabling from Dish platform till TV outlet. Television sets and all other head end equipment's set top box and Dish antennas are not in bidder's scope and MATV services will be provided by MATV service providers. Kindly confirm.	Confirmed. The scope is limited to MATV cabling from Dish platform till TV outlet. Television sets and all other head end equipment's set top box and Dish antennas are not in bidder's scope and MATV services will be provided by MATV service providers.
47	Service-Agreement, Pg-90, Scope Matrix	94. Telecommunication equipment's like VSAT, Modem etc.	VSAT is a service provided by Telecom service provider. Therefore bidder understands that the scope is limited to provision of VSAT dish platform and power. VSAT equipment including necessary modem and services will be provided by telecom service providers. Kindly confirm.	Confirmed. VSAT is a service provided by Telecom service provider. The scope is limited to provision of VSAT dish platform and power. VSAT equipment including necessary modem and services will be provided by telecom service providers.

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48	Service-Agreement,Pg:82, SCHEDULE 1	2.15 Equipment's: Ground Equipment e. Cricket Scoreboard (manual & digital numbers) with support	Kindly share " BCCI standard " for detailed sizing and requirement of Score Boards & Electronic / Video Screen	
49	Service-Agreement,Pg:83, SCHEDULE 1	2.17 Scoreboards & Videoboard The size, quantity, position, LED specifications, LED spacing and Intensity will meet BCCI standards for hosting International event in the stadium.		
50	Service-Agreement, Pg-90, Scope Matrix	103 Score Boards & Electronic / Video Screen-Included		
51	Service Agreement - Schedule 1, Cl- 2.10, Pg-80	"-----Centralised HVAC system is preferred._____"	Considering the match days and non match days operational requirements and independent operation of Air conditioning system, bidder propose to consider the Air cooled VRF system for Pavilion, Broad casting and Club house buildings, kindly confirm.	Confirmed. bidder to consider the zone wise air cooled Air cooled VRF system for Pavilion, Broad casting and Club house buildings
52	Service Agreement - Schedule 1, Scope matrix, S.No.E Pg- 89	As per scope matrix, HVAC scope for Stadium, Pavilion, FOP is specified as "included".	Bidder understand that, the scope of HVAC services includes only for pavilion building and enclosed areas/rooms of the stadium, kindly confirm.	Confirmed. Club house also to be airconditioned.
53	Service-Agreement, Cl- 2.19, Rain Water Harvesting,Pg-83	The roof and surface water, if sub-soil water table permits, would be used for Rain water harvesting. Rain water harvesting may be well system or perforated pipe system. Use of treated rain water for flushing/gardening/HVAC shall be considered.	Bidder understand only pond is the rainwater storage tank, kindly provide the storage capacity and specification for the pond.	Rainwater Storage and reuse to be considered as per the applicable NGT guideline, Local Bye-Laws.
54	Service-Agreement, Schdeule 1, Pg- 89	Sl. No 73. Rainwater Harvesting & Storage Area		
55	Service-Agreement, Schdeule 1, Pg- 88	Sl. No 35. RWH Pond is Included in External Development		
56	Service-Agreement, Schdeule 2, Pg- 93	S.No-43, Practice Ground (70 Yards (playing area) + 3 Yards (drain and area behind boundary rope)	Kindly confirm whether Irrigation System and Sub Soil Drainage system to be considered by bidder for: 1. Practice Grounds 2. Practice Pitches.	Practice Ground shall have Automatic Irrigation System and Sub Soil Drainage system. Practice Pitches shall have hydrants points for manual irrigation and drainage shall be achieved by means of surface slopes.
57	Service-Agreement, Schdeule 2, Pg- 92	S.No-2-FOP _ Ground preparation, Irrigation System, Sub Soil component for Ground & Practice Pitch		
58	Service-Agreement, Schedule 1, Cl- 2.3,Pg-77	Preparation of Designs and Drawings: All Works including but not limited to preparation of initial designs and/or drawings (the "Initial Concept Designs"), layout plan, preliminary architectural plan, elevation drawings & section (the "Master Architectural Plan") technical specifications and detailed engineering (the "Detailed Designs") shall be prepared to fulfil the Facilities as per the provisions of this Agreement and duly vetted by the Proof Consultant. The Designs to conform with latest version of the Bureau of Indian Standards and National Building Code as on Date of Invitation to bid.	Request to provide time and cost compensation in case of any delay in approvals by UPCA / UPCA Proof Consultants.	All approvals shall be in due time by UPCA/UPCA Proof Consultant
59	Service-Agreement, Schedule 1, Cl- 2.20,Pg-83	2.20 Sustainability The scope of this project includes achieving GOLD certification under 'LEED for India 2011 – NC' Rating System. The action items that EPC Contractor has to abide with, in order to achieve GOLD certification under 'LEED for India 2011 – NC' Rating System is described in the "Design Requirement – Sustainability" document.	Request to rephrase as " The scope of this project includes achieving GOLD certification under "IGBC Green New Buildings" Rating System. The action items that EPC contractor has to abide with, in order to achieve GOLD Certification under "IGBC Green New Buildings" Rating System.	Read same as Service-Agreement, Schedule 1, Cl- 2.20,Pg-83

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60	Service-Agreement, Schedule 1, scope matrix, Pg-87	<table border="1"> <thead> <tr> <th>S.No</th> <th>Description of Item</th> <th>Stadium, Pavilion & FOP</th> <th>Club house</th> <th>Approach Road</th> <th>External Development</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>DESIGN CONSULTANCY & APPROVAL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>Obtaining approvals from Various statutory bodies</td> <td colspan="4">Included</td> </tr> </tbody> </table>	S.No	Description of Item	Stadium, Pavilion & FOP	Club house	Approach Road	External Development	A	DESIGN CONSULTANCY & APPROVAL					6	Obtaining approvals from Various statutory bodies	Included				We understand that : "All necessary government and statutory approvals in order to complete the Project such as Consent to establish, environmental clearance, forest approval, civil aviation approval, pollution control approval, Tree cutting and Tree plantation etc. shall be in the scope of UPCA". Request to exclude in scope matrix	All necessary government and statutory approvals in order to complete the Project such as Consent to establish, environmental clearance, forest approval, civil aviation approval, pollution control approval, Tree cutting and Tree plantation etc. shall be in the scope of Service Provider. However UPCA shall provide "Letter of Assistance" wherever required.																		
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62	Service-Agreement, Cl-9.2, Pg-26	9.2 The Service Provider shall, following Applicable Laws, cause shifting of any utility (including electric lines, water pipes and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works under this Agreement.....	Requesting to share the Existing utilities in site layout and also existing substation location along with capacity.	Service provider to survey the site for the assessment.																																				
63	Service-Agreement, Clause-5, Pg-17	UPCA General Obligation	Request to provide water and power at one point for construction purpose.	Power and Water shall be provided by UPCA at one point and distribution shall be taken care by the service provider. UPCA will help in getting the approvals.																																				
64	Service-Agreement, Cl-7.1, Pg-24	7.1 To guarantee and secure the Service Provider's performance of all its obligations under this Agreement, the Service Provider shall deliver to UPCA, at Service Provider's sole cost and expense, an irrevocable and unconditional bank guarantee in accordance with the provisions of this Agreement in the format specified in Schedule 4 hereto (or such other form as is approved in writing in advance by UPCA) for an amount equal to 5% of the Accepted Contract Amount	Request to rephrase as "7.1 To guarantee and secure the Service Provider's performance of all its obligations under this Agreement, the Service Provider shall deliver to UPCA, at Service Provider's sole cost and expense, an irrevocable and unconditional bank guarantee in accordance with the provisions of this Agreement in the format specified in Schedule 4 hereto (or such other form as is approved in writing in advance by UPCA) for an amount equal to 3% of the Accepted Contract Amount" as per the CPWD norms	Service Agreement, Clause 7.1 shall be read as "To guarantee and secure the Service Provider's performance of all its obligations under this Agreement, the Service Provider shall deliver to UPCA, at Service Provider's sole cost and expense, an irrevocable and unconditional bank guarantee in accordance with the provisions of this Agreement in the format specified in Schedule 4 hereto (or such other form as is approved in writing in advance by UPCA) for an amount equal to 5% of the Accepted Contract Amount"																																				

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65	Service-Agreement, CI-39.2, Pg-76	39.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the Parties, such dispute shall be submitted to arbitration and conclusively resolved <u>by a sole arbitrator appointed by mutual consent</u> or failing which by such process as is laid down in the Arbitration and Conciliation Act, 1996. Both Parties shall share equally the costs, fees and other expenses of the sole arbitrator appointed by them in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.	Request to allow Arbitral Tribunal of three arbitrators.	Read same as Service Agreement Clause 39.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the Parties, such dispute shall be submitted to arbitration and conclusively resolved <u>by a sole arbitrator appointed by mutual consent</u> or failing which by such process as is laid down in the Arbitration and Conciliation Act, 1996. Both Parties shall share equally the costs, fees and other expenses of the sole arbitrator appointed by them in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
66	New Clause	Suspension by Contractor	If UPCA fails or delays to release the payments and or perform any other obligations under this Agreement, the Service Provider may, after giving not less than [21] days' notice to UPCA, suspend work (or reduce the rate of work) unless and until the Service Provider has received the Payment or the breach of UPCA is remedied. The Service Provider's action shall not prejudice its other rights and entitlements including interest on delayed payments. If the Service Provider suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work), it shall be entitled to : (a) an extension of time for any such delay, if completion is or will be delayed, and (b) payment of any such Costs incurred as a result thereto.	Not Accepted
67	Service-Agreement, CI-26.1, Pg-53	26.1 UPCA shall pay 10% (ten per cent) of the Accepted Contract Amount to the Service Provider as an advance payment in a single installment within 10 days on issuance of LOA . The Advance Payment shall be interest free and will be paid by UPCA only after the Service Provider furnishes the Performance Bank Guarantee to UPCA following this Agreement. The Advance Payment shall be recovered on pro-rata percentage basis to the gross value of the work billed beyond 30% in such a way that the entire advance is recovered by the time 90% of the gross value of the contract is executed and paid.	Request to rephrase as: 26.1 UPCA shall pay 20% (twenty per cent) of the Accepted Contract Amount to the Service Provider as an advance payment in a single installment within 10 days on issuance of LOA . The Advance Payment shall be interest free and will be paid by UPCA only after the Service Provider furnishes the Performance Bank Guarantee to UPCA following this Agreement. The Advance Payment shall be recovered from last three RA Bills.	Read as Service Clause 26.1 UPCA shall pay 10% (ten per cent) of the Accepted Contract Amount to the Service Provider as an advance payment in a single installment within 10 days on issuance of LOA . The Advance Payment shall be interest free and will be paid by UPCA only after the Service Provider furnishes the Mobilization Advance Bank Guarantee to UPCA following this Agreement. The Advance Payment shall be recovered on pro-rata percentage basis to the gross value of the work billed beyond 30% in such a way that the entire advance is recovered by the time 90% of the gross value of the contract is executed and paid.
68	New Clause	Secured Advance	Request to provide secured advance for non-perishable, non fragile and non combustible materials and equipments as per CPWD norms	Since UPCA is providing 10% of the Accepted Contract Amount to the service provider as an advance, anyhow UPCA can consider the request on case to case basis at later stage.
69	Service-Agreement, CI-10.1 & 10.2, Pg-27		Request to provide time and cost compensation in case of any delay in approvals by UPCA / UPCA Proof Consultants on any design deliverables and statuory approvals if any attributable to UPCA.	All approvals shall be in due time by UPCA/UPCA Proof Consultant