

Sr. No.	Page No.	Section No.	Existing Provision	Modified Provision
1	0, 3	-	Tender Fee : Rs. 50,000/-	Tender Fee : Rs. 50,000/- (Physical Purchase Only) (To be deposited into the bank account of IBC) Name: International Buddhist Confederation Bank: State bank of India A/c No. : 41184132805 IFSC: SBIN000691
2	0, 6, 13, 49, 59	Page 0, 6, 13, 59 - - Page 49 - Article - 8 (1) (Part)	Last date & time of Tender Submission : 13:00 hrs on 22/12/2022	Last date & time of : 13:00 hrs on 06/01/2023 Tender Submission
3	0, 6, 13, 59	-	Date of Opening of technical bid : 12:00 hrs on 23/12/2022	Date of Opening of technical bid : 16:00 hrs on 06/01/2023
4	6, 12	page 6 - 1(ii) Page 12 - 1	Only Class-AA enlisted contractor with government of India and equivalent registration of any other countries for contractors outside India are eligible for bidding.	For individual bidder and for JV, lead partner as Contractor shall be registered with the central/state government and possess high professional standing as well as credibility and integrity.
5	6	1(v)	Earnest Money Deposit (EMD) (in original, hard copy) shall be submitted before the due date and time of opening of tender in form of Demand Draft from schedule bank but not from cooperative or Gramin bank in an acceptable form drawn in favor of "India International Centre for Buddhist Heritage and Culture" payable at New Delhi.	Earnest Money Deposit (EMD) (in original, hard copy) shall be submitted in separate sealed envelope along with Technical Bid in the form of Demand Draft or irrevocable bank guarantee from schedule bank but not from cooperative or Gramin bank in an acceptable form drawn in favor of "India International Centre for Buddhist Heritage and Culture" payable at New Delhi. The bids not accompanied with required Earnest Money shall be summarily rejected.
6	7,27,30	Page 7 - 1(vii)(a) Page 27 - (11)(11.1)(a)(c) Page 30 - 14	Construction of Similar Works in Last 10 Years;	Construction of Similar Works in Last 7 Years;
7	7, 27	page 7 - 1(vii) (c) Page 27 - (11)(11.1)(g)(Part)	(Credentials of Net Zero Expert to be furnished by the Contractor)	The successful bidder on award of work (contractor) shall associate at least 1 high End Green/Net Zero Expert having required experience as: - Required Graduate in Architecture/ engineering from reputed institute of India or abroad. - Having minimum 10 Years' of Total experience in which 08 years' experience in building construction projects. - Having 3 years of experience in Carbon Footprint & Life Cycle Analysis of building, Skilled to deliver net zero building Projects.
8	7	1(x)	Solvency certificate from Indian scheduled bank for an amount Rs. 20 Crores (Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period).	Solvency certificate from scheduled bank for an amount Rs. 20 Crores (Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period).
9	9, 28, 46	Page 9 - 2.0 (Part) Page 28 - 14(a) Page 46 - Annexure : 3(3)	At the time of submission of bid, the Contractor shall have also to annexed the Scanned copy of an affidavit on Non-Judicial Stamp paper of Rs.10/- as under:	At the time of submission of bid, the Contractor shall also have to annex the Scanned copy of an affidavit on Non-Judicial Stamp paper of Rs.300/- as under:
10	10	3.0	The intending Contractor must read the terms and conditions of CPWD-8 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.	The intending Contractor must read the terms and conditions of CPWD -8, General Conditions of Contract for Construction 2020 with up to date correction slips (https://cpwd.gov.in/Publication/GCC2022.pdf) carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
11	10	12.0	This work requires engaging more than 20 nos. of labors / workers and therefore Necessary labour licenses shall be taken by contractor within the time limits as prescribed under Nepal government norms.	Contractor shall fulfill all the labour related licensing and other statutory requirements as per the rules & laws of government of Nepal.
12	12	1 (c) (Part)	-	VAT registration in Nepal or an undertaking for getting registered within 30 days from award of work.
13	12, 45	Page 12 - 1 (i) (Part) Page 45 - Form F	Non- judicial Stamp Paper of Rs. 100/- in Annexure-3.	Non- judicial Stamp Paper of Rs. 300/- in Annexure-3.
14	16	2.1 (Part)	The project envisages a building conforming to Buddhist architectural principles and reflecting rich Indian Buddhist heritage that shall have a cultural Pavilion, state of the art interpretation center, library, meditation and multipurpose hall, auditorium, display and activity galleries guest rooms, cafeteria and offices, open space planning, parking and basement etc. . It will have energy saving sustainable building features with earthquake resistance of Richter scale of 6.	The project envisages a building conforming to Buddhist architectural principles and reflecting rich Indian Buddhist heritage that shall have a cultural Pavilion, state of the art interpretation center, library, meditation and multipurpose hall, auditorium, display and activity galleries guest rooms, cafeteria and offices, open space planning, parking and basement etc. It is planned to be a net zero energy building with earthquake resistant design for Zone V as per IS 1893 and IS 13920 provisions.
15	19	2.12	Contractor shall provide all the drawing duly vetted by the IIT/NIT or any reputed Engineering College.	Contractor shall provide all the shop drawings duly vetted by the IIT/ NIT or any reputed Engineering College.
16	19	2.13	Contractor shall provide the List of Makes (preferred Made of India) of all the material/equipment/s/ as per design standard & specifications, approved in Class A category.	Contractor shall use the materials/products as mentioned in the RFP and submit the details well in advance. In case, the make of materials/products is not mentioned in RFP, approval of consultant's architect shall be taken before procuring them.
17	20	3 (Part)	12 Months from the date of issuance of Certificate of Completion. Annual Maintenance Contract: Contractor shall be responsible for repair & maintenance of the building for Two Years (24 Months) from the date of issuance of Certificate of Completion. It includes all kind of service activities those are required for building operational & function properly. No construction or procurement activities includes in this Head. The period of the warranty shall be the total period of AMC during which any or all E & M components found to be defective shall be replaced or repaired free of charge and any shortcomings found in the system functioning as specified shall be removed at no extra cost. The Contractor shall provide the necessary personnel and tools for fulfilling the above period. Note: 1. Bid value of Operation and Maintenance (O&M) for 2 years has been fixed at a total of 4% of the total of all line items. 2. Any hardware procured by the successful Contractor shall be with 2 years OEM warranty. In case, OEM is not providing 2 years warranty for any specific hardware, successful Contractor shall provide warranty on their own. 3. Yearly O&M amount paid in 4 equal quarterly instalments	24 Months from the date of issuance of Certificate of Completion. Operation & Maintenance: Contractor shall be responsible for operation & maintenance of the complete building, services and fixtures provided/executed in the contract for Two Years (24 Months) from the date of issuance of Certificate of Completion or receipt of Occupancy certificate from Lumbini Development Trust whichever is later. It includes all kind of service activities which are required for building operational & function properly. The period of the warranty shall be the total period of O&M during which any or all E & M components found to be defective shall be replaced or repaired free of charge and any shortcomings found in the system functioning as specified shall be removed at no extra cost. The Contractor shall provide the necessary personnel and tools for fulfilling the above period. List of minimum manpower required on site mandatorily for 2 years for O&M: - O&M Project Manager : Full Time - Civil Engineer: Full Time - HVAC Engineer : At special requirement. - Electrical Engineer : Full Time - DG set operator : Full Time - Lift operator : Full Time - Electrician : Full Time - Plumber : Full Time - Gardener : Full Time - Pest control expert : Once in a quarter/on call -HVAC Operator - Full Time -Carpenter and Mason : on call -Fire safety Operation team (3 members) : Full Time - Cleaners for lotus, dome, solar panels, glass facades, doors, windows etc. : once in a fortnight. - Cleaners for floors, furniture, lift & staircases, compound, garden, water bodies etc. : once in a day or at a special requirement. Note: 1. O&M cost for two years is fixed at a value of 4% of the tendered value for entire two years. Proportionate payment will be made on quarterly basis on satisfactory completion of O&M work. 2. Any hardware procured by the successful Contractor shall be with 2 years OEM warranty. In case, OEM is not providing 2 years warranty for any specific hardware, successful Contractor shall provide warranty on their own. 3. IBC shall provide the office space for O&M manager but will not provide any kind of facilities including lodging and boarding. 4. Contractor shall enter into a supplementary agreement for O&M with IBC at the time of completion of the project. 5. However, the contractor shall deploy additional workers and other resources as required for O&M services. The cost of Diesel for DG sets will only be reimbursed to the contractor by IBC. Other consumables will be provided by the contractor at his cost.
18	20	4		

1	2	3		

19	22	6 (iv) (Part)	Contractor is responsible for third party inspection of complete work at his own cost. Contractor will submit three names for third party agency to the Department and department will approve a name of third party agency. Three names of third party agency should have experience as a third party in similar nature of work in minimum two projects. This third party agency will visit at work fortnightly minimum and will submit the report of satisfactory work as per approved design and drawings. Payment of civil works will be made to the Contractor after satisfactory report of third party agency. The contractor may arrange any NIT/IT for this work. IIT/NIT will be exempted for above said experience.	Deleted
20	25	5	Joint Venture is not allowed but MOU with Net Zero expert is mandatory.	Joint Venture is allowed between two partners : 1. lead partner shall be mandatorily from India fulfilling all the eligibility/pre-qualification criteria 2. Joint venture partner from Nepal should have completed works of minimum 25% of the contract value. 3. JV shall abide by Sr. No. 7 regarding Net Zero Expert.
21	26	9	DLP period is of 24 Months from the date of issuance of Certificate of Completion. Contractor shall provide adequate engineering, Building and supervisory staff for Repair/ redevelopment, inspection / monitoring of works on communication from PMC/IBC, during Defect Liability Period (Two years) and necessary rectification of defects if observed, to be done by the Contractor as per guidance/observation of PMC/ IBC in line of applicable standards at no extra cost.	As per Section 1 brief particulars of the work
22	26	10	Contractor shall be responsible for repair & maintenance of the building for Two Years (24 Months) from the date of issuance of Certificate of Completion. It includes all kind of service activities those are required for building operational & function properly. No construction or procurement activities includes in this Head. The period of the warranty shall be the total period of O&M during which any or all E & M components found to be defective shall be replaced or repaired free of charge and any shortcomings found in the system functioning as specified shall be removed at no extra cost. The Contractor shall provide the necessary personnel and tools for fulfilling the above period. Note: 1. Bid value of Operation and Maintenance (O&M) for 2 years has been fixed at a total of 4% of the total of all line items. 2. Any hardware procured by the successful Contractor shall be with 2 years OEM warranty. In case, OEM is not providing 2 years warranty for any specific hardware, successful Contractor shall provide warranty on their own. 3. Yearly O&M amount paid in 4 equal quarterly instalments	As per Section 1 brief particulars of the work
23	31	19 (19.1)	Running Bills shall be raised once in 30 days and shall be subject to a minimum of INR. 100.00 Lakhs (One Hundred Lakhs) net payable amount after adjusting recoveries of Mobilization advances. Necessary Retention shall be made from all Running Bill payments.	Running Bills shall be raised once in 30 days and shall be subject to a minimum of INR. 300.00 Lakhs (Three Hundred Lakhs) net payable amount after adjusting recoveries of Mobilization advances. Necessary Retention shall be made from all Running Bill payments.
24	31	19.4	No mobilization/secured advance will be given	mobilization/secured advance will be given as per CWPD general conditions of contract 2020 with up to date correction slips for construction (https://cpwd.gov.in/Publication/GC2022.pdf .)
25	32	19.9	For any delay in completion of the work other than by any exceptionally inclement weather, a penalty at 1% of tendered amount per month (Rs per day) will be liable to the contractor. Provided that the total that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered amount	As per clause-2 of the CPWD general condition of contract for construction. (https://cpwd.gov.in/Publication/GC2022.pdf .)
26	32	19.10	Contractor is required to accommodate PMC/ IBC for Third Party Inspection of Material, Equipment's, etc. prior to procurement of peculiar items. The expenditure incur during the inspection (Travel Tickets, Lodging, Boarding accommodation, Local Travel etc.), will be borne by Contractor and the same will be reimbursed under the head Provisional Sum	Deleted
27	32	19.11	Contractor shall provide the well-established (Furnished with completely Equipped) office at Site and arrange accommodation along with 1 no's of Vehicles (4-Wheeler-SUV not below 2020 Model with Diesel / Petrol and Driver) for the IBC/ Architect Consultant team / PMC during the complete tenure of the project.	Deleted
28	32	19.12	Specific Services Requirement .if any additional specific services of experts/ institutions are required for the project, the same will be arranged by the Contractor and the same will be reimbursed under the head of Provisional Sum	Deleted
29	32	19.13	Price Variation:-The quantity may increase or decrease. Also, there may be change of variation w.r.t drawing and design attached, depending upon time and condition at the time of execution of work. The quantity/ items may be increased at the time of execution. The rate for the extra/ Excess item will be decided as per latest CPWD BSR. In case any item not found in latest CPWD BSR, than market rate analysis will be applicable. In above both cases tender premium (TP) will be applicable to Contractor 10% (fixed) only on latest CPWD BSR / Market rate.	Substituted as "No escalation will be payable. The extra/substituted items will be payable as CPWD General Conditions of Contract. Market rates will be taken from Rupandehi district Schedule of Rates 2078-79 (BS), if available".
30	32	19.14	PROVISIONAL SUM.- The following task shall be reimbursed by the Contractor under the head of Provision Sum; a) Survey & Investigation; b) Workshop Trainings c) Third Party Inspection d) Specific Services Requirement e) Vetting of Drawings from NIT/IT/Engineering Colleges f) IBC/ Architect Consultant team / PMC Facility Requirements g) Any other requirement during the course of project.	Deleted
31	31	20	a. Exemptions of payment of all custom duties taxes including VAT & CESS on any material or equipment imported from India by the executing agency b. Refund of VAT and related taxes in respect of any material, equipment purchased or procured in Nepal in the Project. The executing agency shall submit the necessary request with VAT Bills to the Inland Revenue Office of Govt. of Nepal for reimbursement and Inland Revenue office of Govt. of Nepal will reimburse the paid VAT within the prescribed time, in accordance with the VAT act and regulations of Govt. of Nepal. c. Double Tax avoidance agreement signed between the two countries on 18 January 1987 shall be applicable in the case of income tax for any Indian national or Indian firm employed by the Govt. of India as a consultant or contractor in connection with the project. d. Emphasis should be given that material for the project is manufactured in India OR Nepal. Nevertheless the special kind of material and equipment shall be imported from other countries, if required.	a. The contractor will quote the rates including VAT, Cess or any other tax applicable including custom duty. For the guidance, the flowing provisions are given however the same may be verified by the contractor before submission of bids; b. Provision of Exemptions of payment of all custom duties taxes including VAT & CESS on any material or equipment imported from India by the executing agency. i). Refund of VAT and related taxes in respect of any material, equipment purchased or procured in Nepal in the Project. The executing agency shall submit the necessary request with VAT Bills to the Inland Revenue Office of Govt. of Nepal for reimbursement at his cost and will be allowed to retain reimbursed amount against VAT. ii). Double Tax avoidance agreement signed between the two countries on 18 January 1987 shall be applicable.
32	33	20.2 (Part)	The "Contractor" will abide by the job safety measures prevalent in India as per Government norms and will free the Department from all the demands or responsibilities arising from accidents or loss of life the cause of which is the agency's negligence.	The "Contractor" will abide by the job safety measures prevalent in Nepal as per Government norms and will free the Department from all the demands or responsibilities arising from accidents or loss of life at the site.
33	55	Article - 8(I)(Part)	The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission/competent authority in Nepal in this regard (Names and address of IEMs are as mentioned in Schedule-F).	The IBC may appoint competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission/competent authority in Nepal in this regard.
34	59	-	BOQ IS ANNEXED-EXCELSHEET SEPARATELY	REVISED BOQ shall be physically collected from IBC office after submission of tender fee.
35	59, 60, 61	-	Notes:- The followings terms of payments is as follows:- Notes no. 1 to 15 with Sub-Notes	Deleted
36	61	Tender (Parts)	A sum of Rs. 10,00,000/- is hereby forwarded in Bankers cheque of commercial bank or Account payee Demand Draft of commercial bank or Fixed Deposit receipt (FDR) of commercial bank or insurance surety bonds as earnest money.	A sum of Rs. 10,00,000/- is hereby forwarded in Bankers cheque, Account payee Demand Draft, Fixed Deposit receipt (FDR) or bank Guarantee (BG) of Scheduled bank as earnest money.
37	61	Tender (Parts)	A sum of Rs. 10,00,000/- is hereby forwarded in Bankers cheque of commercial bank or Account payee Demand Draft of commercial bank or Fixed Deposit receipt (FDR) of commercial bank or insurance surety bonds as earnest money.	A copy of earnest money is scanned and uploaded.
38	62	(Part)	(Blank space to be filled by Contractor)	(Blank space to be filled by Contractor and whichever not applicable to be struck)
39	70	1(1.2)	The Contractor shall, if required by him, before submission of the tender, inspect the drawings in the Office of the PMC. IBC shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender documents have been furnished, in good faith, for general information and guidance only. The PMC, in no case, shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different or in-correct otherwise or actual working drawings are at variance with the drawings available for inspection or attached to the tender documents.	The tender drawings are attached
40	70	1.4	Sub-soil investigation report of a site near to the work site is available in the office of PMC interested Contractors can go through the report if required for their guidance. However, the Contractor is advised to obtain requisite details directly as may be considered necessary by him before quoting rates in the tender. No claim whatsoever on account of any discrepancy between the sub-surface strata conditions that maybe actually encountered at the time of execution of the work and those available in the report shall not be entertained under any circumstances. The ground water table is a variable condition and the information given in the report is only indicative and it may vary from time to time.	Deleted
41	71	1.8 (Part)	The work shall generally be carried out in accordance with the "CPWD Specifications 2021 Vol. I & II" with up-to-date correction slips, additional/Particular Specifications, architectural/Structural drawings and as per instructions of PMC.	The work shall generally be carried out in accordance with the "CPWD Specifications 2022 Vol. I & II" with up-to-date correction slips, additional/Particular Specifications, architectural/Structural drawings and as per instructions of PMC.
42	72	1.12 (v)(Part)	These shop drawings/layout drawings shall be got approved from Engineer-in- Charge before implementation and this shall be binding on the contractor.	These shop drawings/layout drawings shall be approved from PMC before implementation and this shall be binding on the contractor.

43	85	1.51	In order to achieve high standards of Integrity monitoring of the integrity pact, Independent External Monitors (IEMs) has been appointed by the Department for monitoring of integrity pact as per guidelines of CVC/competent authority of Nepal.	In order to achieve high standards of Integrity monitoring of the integrity pact, Independent External Monitors (IEMs) may be appointed by the IBC.
44	95	1	It is envisaged to obtain 5-star GRIHA rating from GRIHA COUNCIL for building to be constructed under this contract. The contractor shall take reference to all the conditions as part of his contractual obligation. For details, please refer https://grihaindia.org/ . Rate quoted by the agency deemed to be inclusive of expenditure on this account and nothing extra shall be paid for this compliance.	It is envisaged that the project will be registered for 5 Star GRIHA rating/platinum rating LEED or equivalent rating from EDGE along with Net Zero rating from relevant Building certification authority. The project is also planned for ECBC compliant.
45	-	-	GRIHA provision shown with images	GRIHA link to be followed, rest is deleted.
46	-	-	PROFORMA OF SCHEDULES not attached.	PROFORMA OF SCHEDULES added.
47	-	-	Engineer In Charge/Executive Engineer	Project Management Consultant (PMC)
48	-	-	Supertending Engineer/Chief Engineer/ADG/SDG	Director General, IBC
49	-	-	Department	IBC
50	20	5	The work shall be executed according to General condition of contract for Central P.W.D 2022 available separately and can be download from below link: https://cpwd.gov.in/Publication/GCC2022.pdf	The work shall be executed according to General condition of contract for Central P.W.D 2020 available separately and can be download from below link: https://cpwd.gov.in/Publication/GCC2022.pdf
51	167	23	Performance guarantee i. The contractor shall be solely responsible for the design including shop drawings and performance of the installed curtain glazing, aluminium composite panel cladding and aluminium work (PVDF coated), etc. The installations shall be guaranteed by the contractor during the guarantee period, against defective materials, workmanship, water tightness (wherever specified), structural design, performance requirements and other requirements as given in the specifications. The contractor shall submit in the enclosed format a written guarantee for the same for a period of 10 years after the date of completion of the work. ii. The Contractor shall indemnify the Department against all claims of whatsoever nature due to defective designing or non-performance during the 10 years Guarantee period. The provisions of this clause shall not in any way limit the rights of the PMC to take action under other clauses of the contract agreement. iii. 1% (one percent) of the cost of the items under this sub-head shall be withheld from the bills towards guarantee as specified above. However, half of this amount (withheld) would be released after five years after the date of completion of the work, if the performance is satisfactory. The remaining withheld amount shall be released after 10 years after the date of completion of work, if the performance is satisfactory. If any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of notice to the contractor, at least temporarily to the satisfaction of the PMC till the permanent rectification of the defects / replacement of defective materials are carried out by the contractor in maximum period of four months. If not attended to, the same shall be got done by the PMC through other agency at the risk and cost of the contractor. However, the amount withheld as guarantee can be released in full, if irrevocable bank guarantee or e-bank guarantee from Schedule / Nationalised Banks, of same amount, for ten years is submitted by the contractor to the PMC. The defects, if any, shall be rectified in a workmanlike manner, retaining the same aesthetics and other functional parameters of the original work.	Deleted
<p>Note :</p> <p>1. Considering the India International Centre for budhist Culture and heritage (ICBCH) project at Lumbini is a critical and reputed project of national importance, the contracting party would have to resort to strict confidentiality of the details of the contract/ project. All financial, personal, technical, statistical or other data and information pertaining to the project should be protected by the contracting party from unauthorised use and disclosure.</p> <p>2. Detailed RFP along with revised BOQ shall be purchased from the office of IBC New Delhi w.e.f. 26.12.2022</p>				