

Selection of Architectural Consultant for Designing of PIDB office building

Clarifications to Pre-Bid Queries

S No	Queries	Clause No / Existing Clause of RFP	Clarification
1.	<p><u>Relaxation in Eligibility Criteria</u> In the RFP, it is mentioned that Any Multi Storeyed (above six storeys) Building either in Government/Private Sector, having at least 15,000 sqm BUA, and for which the Applicant must have received consultancy fee of Rs 2.50 Cr for each of such projects in India or Consultancy fees of Rs 4.50 cr. for each of these projects in countries other than India.</p> <p>You are requested to remove the clause of fee received from the project of Rs. 2.50 Crore for each of such projects in India.</p>	<p>Clause 3.1.4: Criteria for Evaluation : Any Multi Storeyed (above six storeys) Building either in Government/Private Sector, having atleast15,000 sqm BUA, and for which the Applicant must have received consultancy fee of Rs 2.50 cr for each of such projects in India or Consultancy fees of Rs 4.50 cr. for each of these projects in countries other than India.</p> <p>All the eligible projects should have been executed from the stage of conceptual planning, designing, implementation and completion; where either building is completed or full fee has been received for Architectural Consultancy. Completion of certificate of eligible projects from an authorized representative of the client on a letter head is mandatory as proof of work.</p>	<p>Please refer to addendum 1 to RFP document</p>
2.	<p><u>Relaxation in Financial Eligibility Criteria</u> In the RFP, it is mentioned that the firm should have completed the turnover of Rs. 15.00 Crores from the last 7 years or should have Rs. 3.00 Crore from the last three years.</p> <p>We request that the turnover of the individual firm be reduced from Rs. 3.00 Crore to 1 Crore as there will be very few architects in North India who will have individual turnover from architecture of Rs. 3 Crore in last three years.</p>	<p>Clause 2.2.2(B): Financial Capacity: The Applicant (Firm /company /LLP) or both members in case of JV/consortium shall meet any one of the below criteria;</p> <p>(a) either a minimum total turnover of <i>Rs. 15 crores</i> from architectural consultancy services over the past 7 (Seven) financial years</p> <p>(b) Should have a minimum annual turnover of <i>Rs.3 (three) crore</i> from architectural consultancy services in any of 3 (three) out of the last 7 (Seven)</p>	<p>No Change</p>

		financial years.	
3.	After gone thru the RFP documents of your prestigious project, there is a basic query. As per RFP clause 2.1.1 (SOW) shows, an applicant firm/company/LLP, registered with the council of Architecture may participates in the selection process. The clause also says that the company/LLP not registered with COA can apply with a consortium partner. Now , we are registered under the company act and Council of architecture only registers individuals not company. Hence, all the partners (are Planners & Architects) of the company have their registration nos. of the COA individually. So do we qualify for the bidding as solo participant ?	Clause 2.1.1: Scope of Proposal: Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant Firm/Company/LLP registered with the Indian Council of Architecture possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (the "Firm/Company/LLP"). In case, a Multinational Professional consultancy Firm/Company/LLP is desirous of applying and is not registered with the Indian Council of Architecture, then such Firm/Company/LLP can apply as lead member of a consortium (the "Lead Member"), provided they meet the below conditions in response to this invitation.	No Change. Please refer to the Circular No. 2/2012, dated 1 st March, 2012 and Circular No. 17/165/2011-CL-V(Pt.) dated 10.10.2011, issued by The Ministry of Corporate Affairs, Govt. of India (MCA) directing that "Where one of the objects is to carry on the business/profession of Architecture, then the concerned Registrar of Companies/Registrar of LLP shall incorporate the same only on production of in-principle approval/NOC from the concerned Regulator". Circular is also available on the COA's website. Also refer to Council of Architecture, New Delhi Public Notice dated 20.05.2013. If a consultant is applying in accordance to above mentioned circulars, then the consultant is eligible, otherwise the consultant can come as Joint Venture/ Consortium.
4	The Consultant has to establish Project Office at Chandigarh or SAS Nagar. You will appreciate that it is difficult to maintain an office in Chandigarh for the project of this size. This is normally done by the Contractor and not the Architect. This will increase the cost of providing services manifold. If required, we should be allowed to engage a local associate firm in Chandigarh to assist in the project and make regular site visits to provide solutions. You are requested to kindly remove the clause of establishing office in Chandigarh and putting up personnel there.	Clause 7.1 of TOR : The Consultant shall establish a Project Office at a suitable location in Chandigarh or SAS Nagar (Mohali).	It is understandable that most of the designing work would be done in the main office of the Consultant. For further Clarification, please refer to Addendum -1 to RFP document.
5	(ii) Consultant is required to appoint a Resident Team Leader and a Project Manager during construction for coordinating and liaisons on regular basis. You are requested that a local Associate Firm be allowed engage in Chandigarh to provide the	Clause 2.2.2 (Scope of Proposal) and Clause 4.6 of Agreement: In addition to the above key personnel, only during construction stage (KD 5) defined under Clause 4 of ToR i.e. Schedule I, the	

	<p>Project Manager's job instead deploying a full time personnel there. Appendix II –Form 3 may be modified accordingly.</p>	<p>selected Consultant shall be required to appoint Project Manager for coordinating and liasioning on regular basis. He should be a Graduate Civil Engineer, having at-least 6 (six) years of experience of building construction work. In case of a Joint Venture, the Project Manager should be of the Lead member.</p> <p>Resident Team Leader and Project Manager The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services</p>	
6	<p>You will appreciate that the Liquidated Damages are normally for the Contractors and not the Professionals. There are many penalties that have been imposed on the Consultant in clauses 7.2 and 7.3. These penalties would make it difficult to sustain the project as the delay /error may not be attributable to the Consultant. We are doing many government projects but they do not have so many clauses for penalties. Request these be pruned down.</p>	<p>Clause 7.2 of the Agreement: Liquidated Damages 7.2.1 Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value. 7.2.2 Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond</p>	<p>No Change</p> <p>It is a performance based contract.</p>

		<p>the control of the Consultant, suitable extension of time shall be granted.</p> <p>7.2.3 Encashment and appropriation of Performance Security</p> <p>The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.</p>	
7	<p>The proposal has to be submitted in two parts: Technical and Financial Proposal. Technical Proposal has a component of Concept Presentation and out of the total 100 marks for the Technical Proposal the Concept Presentation has only 20 marks. As the Concept Presentation has only 20 marks we would like to know what are the expectations from the Concept Designs. In the of the RFP, 3D Perspective Views have been asked for. You will appreciate that to reach to the stage of preparing 3D Perspectives we need to prepare very detailed drawings. We understand that the Concept Presentation requires only basic concepts for the project for the understanding of the Jury and as such would like request that the requirement of 3D perspectives be removed.</p>	<p>para 2.16.3 (ii) (Scope of Proposal): Concept presentation in the form of slide shows, schematic plans, elevations, computerized 3D Perspective views to be submitted by the eligible bidders in the form of soft copy (CD ROM) / USB drive and 1 hard copy. The eligible applicant(s) would be required.</p>	<p>No change.</p> <p>The minimum benchmark is given as per RFP, However, the consultant may supplement the concept presentation as considered suitable by him.</p>
	<p>Bid Security of Rs. 200,000/- seems to be high for the work. You are requested to kindly reduce the amount to Rs. 50000/-.</p>	<p>Clause 2.20.1 – Bid Security</p> <p>The Applicant shall furnish as part of its Proposal, a bid security of Rs. 2,00,000 (Rupees Two lakh only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of Punjab Infrastructure Development Board payable at any scheduled bank having branch in Chandigarh (the “Bid Security”), returnable not later than 60 (sixty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who</p>	<p>No Change</p>

		<p>has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.</p> <p>Note: No Proposal Security is required to be submitted by the bidders whose bids have been retained by PIDB.</p>	
8	<p>The Financial Proposal has been divided into different parts such as Personnel Costs, Other Costs and Overhead Expenses. You will appreciate that it is difficult to assess the cost of rent, furniture, consumables, etc. separately for a project. We would therefore request to propose a lump sum fee for the project instead of breaking the fee as required.</p>	<p>2.15.2 (i). While submitting the Financial Proposal, the Applicant shall ensure the following:</p> <p>All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p>	<p>No Change.</p> <p>Such Breakup is necessary to determine reasonable cost in case of any addition/reduction in scope of work.</p>
9	<p>Estimate for Personnel Costs as per Form 3: Please explain who is Expatriate Personnel? We understand it is the personnel visiting the site from the Architect's office in New Delhi. We would also like to know if the cost given in Estimate for Personnel Costs (Form 3) would be in addition to the Financial Proposal (Form 2) or part of it.</p>	<p>2.15.2 (i)</p> <p>"While submitting the Financial Proposal, the Applicant shall ensure the following:</p> <p>(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel in the field, office etc, accommodation, air fare, equipment, printing of documents, surveys,</p>	<p>Please refer to addendum 1 to RFP document.</p>

		<p>geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p> <p style="text-align: center;">&</p> <p style="text-align: center;">APPENDIX-II Form-3 Estimate of Personnel Costs</p> <p>Remuneration for Expatriate Personnel (including all personal allowances)</p>	
10	<p>Geo-technical Survey and environment and social impact study have been put in Consultant's scope. These services are normally done by the independent specialized agencies hired directly by the Client and the reports are provided to the Consultant. This has been the case in all our projects. Request this be changed. The Consultant shall provide all the documents and assistance required to carry out the services.</p>	<p>Clause 3.2.1 of TOR: 3.2 Studies, Surveys and Investigations 3.2.1 Consultant shall carry out, but not limited to the following surveys and studies as part of this consultancy: (i) reconnaissance survey; (ii) geo-technical investigations; (iii) survey of services and utilities; (iv) study of present layouts and functioning; and (v) environmental and social impact study</p>	<p>No change</p> <p>It is within the scope of consultant for which they may engage a sub-consultant to do this work.</p>
11	<p>Indemnity required as per clause is 3 times the value of agreement. This is normally equal to the fee of the Architect. Request this be reduced.</p>	<p>Clause 2.26 – Indemnity: The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p>	<p>No Change.</p> <p>It is expected that the consultant will do the work with due diligence. The Quantum of Indemnity imposed is to ensure that the level of service of consultant is adequate and as per the standard practices.</p>
12	<p>Please clarify if the Municipal /Statutory Approvals for the building has to be taken by the Consultant or has to prepare the documents and assist the Client in obtaining approvals. As per</p>	<p>clause 3.1 (xi)- scope of services Prepare submissions for the purpose of obtaining in-principle statutory clearances for the Master</p>	<p>No Change.</p> <p>The Consultant getting statutory approvals is within the</p>

	<p>clause 3.1 (xi) (page 36) –scope of services, Architect shall prepare documents and assist PIDB in obtaining approvals. However, as per clause KD-2 (2.01), Architect has to obtain approval of schemes of <i>all services</i> from the concerned statutory authorities. Kindly clarify.</p>	<p>Plan and Building Plan and assist the Authority in obtaining such approvals/ clearances;</p>	<p>scope of consultant for which they may engage any associate, local firm to get the work done.</p>
13.	<p>(i). In the condition of "Eligibility projects", we suggest that instead of Rs 2.5 cr, it could be 2 crore for each qualifying project.</p> <p>(ii). In the Financial capacity, we suggest that the annual turn over in any three of the last seven years could be 2 crore instead of 3 crore.</p> <p>(iii). In the Key personnel, team leader qualification can be kept as B.Arch but the experience can be more than 20 years.</p>	<p>The Applicant (Firm /company /LLP) or both members in case of JV/consortium shall meet any one of the below criteria;</p> <p>(a) either a minimum total turnover of <i>Rs. 15 crores</i> from architectural consultancy services over the past 7 (Seven) financial years</p> <p>(b) Should have a minimum annual turnover of <i>Rs.3 (three) crore</i> from architectural consultancy services in any of 3 (three) out of the last 7 (Seven) financial years.</p> <p>As per RFP, Team Leader should be M Arch. with at least 15 years of relevant experience.</p>	<p>(i). Please refer to addendum 1 to RFP document.</p> <p>(ii). No change</p> <p>(iii). No Change</p>