

REPLY TO PRE-BID QUERIES FOR THE “SELECTION OF PRELIMINARY ENGINEERING AND ARCHITECTURAL CONSULTANT FOR DEVELOPMENT OF EXHIBITION CUM CONVENTION CENTRE AT DWARKA, NEW DELHI”

SN	Clause No./ Reference	Description as per RfQ cum RfP	Clarifications/ Suggestion by Bidder	Response by DMICDC
FOSTER AND PARTNERS				
1	Page 23, Clause 2.9.4 a)	Minimum Qualification Criteria - a) Experience of preparing Architecture design including engineering design of similar international exhibition and convention centre with minimum built up area of 200,000 Sq.m. The experience for executed and constructed projects shall only be considered.	Since 200,000 sq.m of buildings, fully for Exhibition and convention Centre use, are not very common kindly consider rewording criteria to below words; “Experience of preparing Architecture design including engineering design of similar international exhibition and convention centre with minimum built up area of 200,000 Sq.m. The experience for executed and constructed projects shall only be considered.”	Conditions of RFP remain same.
Bv	Page No. 41, Form 3B: Format for Pre-qualification Proposal (eligible projects) Page no. 58, Form 3I: Applicant’s Experience	Form 3B: Format for Pre-qualification Proposal (eligible projects) and Form 3I: Applicant’s Experience	Project Specific Experience (Form 3-B) and Applicant Experience (Form 3-I) Kindly allow projects from the Year 2000 onwards, instead of only last 10 years. We request this for all projects or at least for all International projects i.e. located outside India. We feel that this will allow us to provide more world class and relevant project examples, which will be of value to the Client / DMICDC.	Refer to Corrigendum 1
	Page 24, Clause 2.9.4 d)	Minimum Qualification Criteria Average annual revenue of the lead member for past 3 financial years i.e. FY ending 31 Mar 2016 and before. In case of Consortium the Lead member must meet the turnover of minimum 75% of the qualifying criteria and each of the other members shall meet min. 10% of the qualifying	Eligible Projects (2.9.4 , Pg 24, line 9) Please clarify and confirm the statement. We understand from RFP that on going projects where 80% of F+P/ consultant’s work has been delivered and paid for, can be used as Eligible Projects.	Correct. However, conditions of RFQ cum RFP shall prevail.

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		criteria. However, all the members of the consortium together are required to meet the minimum turnover requirement.		
	Page No. 106, Clause 6.10	<p>Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.</p>	<p>Liquidated Damages (6.10) We are unable to agree to a Liquated Damages clause. We don't believe this is an appropriate provision for a professional services engagement and our insurer would not agree to this. Requesting you to remove this clause.</p>	Conditions of RFQ cum RFP shall remain same.
	Page No. 13, Clause 2.4	<p>Ownership of document and copyright All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.</p>	<p>Copyright(2.4) Please clarify RFP in regards to copyright of design, and allow that copyright is retained by the Architect. It has been a long standing policy of F+P to retain the Copyright in the designs we prepare for our Clients. As well as being a matter of principle, it is also an operational necessity, to enable the practice freely use its proprietary materials and accrued “know-how” or Stock in Trade. This also offers protection not only to the practice but also to its protection not only to the practice but also its prestige Clients who will want to be satisfied that the Foster + Partners “brand” is not being diluted now or in the future. We consider that a wide ranging licence for the Client to use the copyright materials for all</p>	Conditions of RFQ cum RFP shall remain same. Clause 6.4.6 of GCC may also be referred for clarification.

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			purposes connected with completing the Project on the site should provide the rights that are required, and we could of course discuss any sensible restrictions on the practice using iconic elements of the design elsewhere in this context.	
	Page No. 27, Clause 2.11.2	Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, within the 15 (fifteen) days from the date of issue of LOA, in form of a Bank Guarantee substantially in the form specified in this RFQ cum RFP. For the successful bidder the Performance Security will be retained by the Client until the completion of the assignment by the Consultant and be released twelve (12) months after the completion of the assignment. The aforesaid performance security shall be kept valid until the completion certificate is issued by the Client.	<p>Performance Security</p> <p>We regret F+P are unable to agree to a Performance Security of 5%. We do not believe this is an appropriate provision for a professional services engagement and our financial stakeholders would not agree to this. We request this condition is removed or reduced to a maximum 1%.</p> <p>We look forward to hearing from you on above and keen to submit our proposal as per the deadline mentioned in the RFP.</p>	Conditions of RFQ cum RFP shall remain same.
ARCOP ASSOCIATES				
	Page No. 29, Clause 2.16	Proposal Due Date 21st Feb 2017	<p>Query- Time is too short</p> <p>Suggestions - Extension of Two weeks</p>	Refer Corrigendum - 1 attached.
	Page 24, Clause 2.9.4 d)	<p>Minimum Qualification Criteria Average annual revenue of the lead member for past 3 financial years i.e. FY ending 31 Mar 2016 and before.</p> <p>In case of Consortium the Lead member must meet the turnover of minimum 75% of the qualifying criteria and each of the other members shall meet min. 10% of the</p>	<p>Query - Has this criteria been made to eliminate all Indian firms under lead member as these are too high to include Indian firms generally.</p> <p>Since JV is permitted foreign firms will mostly participate and their costs and response time is much higher than the best Indian firms due to their locational costs and remoteness from India respectively.</p>	<p><u>For No. of years : Refer Corrigendum - 1</u></p> <p><u>For Firm Turnover -</u> Conditions of RFQ cum RFP shall remain same. However as per the clause the total</p>

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		qualifying criteria. However, all the members of the consortium together are required to meet the minimum turnover requirement. 100 crores for Indian Firms USD 75 Mn. In case of foreign firms.	Suggestions - To bring down the costs, to give Indian firms equal opportunity and to allow Indian designers, the annual revenue of the lead member for past 3 financial years may be halved or reduced substantially. Instead of last 3 years average of last 5 years may also be considered.	turnover criteria for the individual firm /JV partners can be met with the combined average turnover as specified in the corrigendum.
	5.5	Deliverables and timelines		Refer Corrigendum - 1 attached.
		The milestones and timelines		
	Page No. 92, Clause 5.5.2	2 Technical Design Basis Report - D+20 3 Draft Design Basis report and preliminary costing - D+30 4 Final Design Report - D+45 5 Draft Schematic Design Report along with all BIM models - D+60 6 Final Schematic Design Report along with all BIM models and detailed costing- D+80	Query - Generally the time line for each stage is too short for the scale and complexity of the project to be done with BIM modelling. Has the quantum of deliverables been assessed before giving such a tight time line? Suggestions - Additional time commensurate with the activity stage & deliverable may please be given.	Refer Corrigendum - 1 attached.
	Page No. 16, Clause 2.6.7	An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate	Query - Is this for projects only in India under Indian law or also possible incidents in other countries? Suggestions - Should be applicable to India only.	Conditions of RFQ cum RFP shall remain same.

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	Page no. 70, Clause 5.1 , para 3, Line 9	Background The Draft Master Plan for the project has already been finalized and the Preliminary Engineering and Architecture Design Consultants has to work within the broad contours of the Master Plan.	Query - Has the urban design control been set for the project? and what are the guidelines ? Can the draft master plan be shared with all bidders to understand the complexity and scope of work? Suggestions - Please share and clarify is the Draft master plan to be made final or is it just an idea guideline?	As per scope of work mentioned in TOR. Draft Master plan is available at DMICDC office for reference only.
AS DESIGN CONSULTANTS				
	Page No. 17, Clause 2.7.3	Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following: i. All the key staff must be a permanent full time employee of the firm.	Refer to Para 2.7.3, please relax this condition of having all key staff as full time employees of firm. It is difficult to have all key staff as full time employees and may lead to other problems.	i) The applicant must submit an undertaking at the time of submission of bid proposal that all key professionals will be made available for complete duration of the project . At the time of contract signing, all key professionals must be full time employees of the successful applicant. Proposed key professionals who are not currently employed with the firm shall give an undertaking in the

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				prescribed Form No 3M that they shall remain available and offer the obligatory services to the firm till completion of the project entrusted to the firm. Revised Form 3M is enclosed with corrigendum-1.
	Page No. 32, Clause 2.18	Required experience and expertise of Key personnel / staff	It is difficult for even a JV to get all 12 personnel from within the company. This may lead to undesirable alliance between firms.	Refer Corrigendum - 1 attached
	Page No. 29, Clause 2.16	Proposal Due Date 21st Feb 2017	Refer Para 2.16, you are requested to please extend proposal due date by at least 30 days for proper bid evaluation.	Refer Corrigendum - 1 attached