

CONSULTANCY SERVICES FOR INTERIOR DESIGN & FURNISHING OF OFFICE PREMISES OF IPSCDL

PRE-BID QUERIES AND CLARIFICATION ISSUED

7th August 2017

BIDDER 1

SR.NO.	CLAUSE FROM RFP	EXISTING PROVISION	QUERY/SUGGESTION/CLARIFICATION SOUGHT	CLARIFICATION ISSUED
1	CLAUSE 5.6 DATA SHEET	BID SECURITY- Rs.3,00,000/-	The bid security asked is high considering the estimated cost of consultancy fee which will be around 12 to 15 lakhs , for budgetary estimate of 1.60 cr. Also additiinal 5% security is applicable on start of work. Why bid security is 25%, is our humble submission, which is generally 2 to 5%.	Strictly as per RFP
2	-	-	The approximate area is 700 sqm. Can we see the floor plans and structural drawings for understanding load transfer paths.	Floor Plans are uploaded on website. Structural drawings are subjected to availability
3	CLAUSE 2.0 ANNEXURE- I(A)	-	Since you have asked for approach and methodology for carrying out the assignment, we request you to share the requirements of your office and operations and approximate number of persons that will be using the facility along with envisaged organisation chart.	The Consultant is expected to design the interiors catering to a total office strength of 50 people, scalable to another 40 people. It shall also include a Command & Control Centre (40 sq. mts. approx.), Conference Room for (50 seater), cabins for Chairman & M.D & CEO and open planned space.
4	CLAUSE 5.14	PRETENDER ACTIVITY (PERIOD IN DAYS)- 30days	The time required for pre tender activity is too little considering the deliverables. Can it be extended by two weeks ?	PRETENDER ACTIVITY (PERIOD IN DAYS) has been extended to 45 days

BIDDER 2

SR.NO.	CLAUSE FROM RFP	EXISTING PROVISION	QUERY/SUGGESTION/CLARIFICATION SOUGHT	CLARIFICATION ISSUED
1	Clause No. 1.0.5.2	The condition is put that the bidder should set up an office in Goa within a period of one month from the date of award of work.	We Request the client to provide the space and infrastructure to the consultant near the site or in their own office for coordination. The consultant shall be responsible for providing IT & communication support and transportation to its personnel during the project implementation phase.	Strictly as per RFP
2	Clause No. 1.0.5.3 (d)	In pursuance of this policy, IPSCDL will have the right to require that, in contract of IPSCDL, a provision be included requiring IPSCDL to inspect their accounts and records relating to the performance of this contract and to have the same audited by auditors appointed by auditors appointed by IPSCDL; if so desired.	We request the client to kindly specify that auditing can be allowed only for services and during the tenure of the agreement.	Accepted
3	Clause No. 1.3	Bid security amount of Rs. 3 Lacs.	The currently stated bid security amount is almost 25% of the consultancy fee considering the project cost indicated in the RFP document and we request the same to be reconsidered as per the consultancy assignment parameters. It is indicated in the clause that if after submitting the bid, the bidder withdraws his offer or modifies the same during the period of bid validity or before the issue of Letter of Acceptance or fails or neglects to furnish the prescribed Performance Security, within the prescribed period without prejudice to any rights and powers of the Employer here under or in law, the Employer shall be entitled to forfeit the full amount of Bid Security deposited by the bidder. We request the client to reconsider the clause	Strictly as per RFP
4	Clause No. 1.4.2	It is specified that Team Leader, Senior Resident Engineer, Resident Engineer are to be available right from the beginning of the project.	For efficient and timely management of the project, we propose a Project Lead to be deputed on site representing both Design + Project Management Team with dedicated Design team paying periodic visits to the site. The schedule of visits shall be mutually discussed & agreed with the client before commencement of the assignments.	Strictly as per RFP

5	Clause No. 1.8	It is mentioned in the clause that the successful Consultant whose financial bid has been accepted will have to pay an amount equivalent to 5% of the contract amount as Performance Security.	We request the client to reconsider the clause as the same applies for contractors largely and not consultant led works	Strictly as per RFP
6	Clause No. 1.9	It is stated in the clause that in the event of non-performance by the Consultant, IPSCDL reserves the right to forfeit the Performance Security.	We request the client to reconsider the clause as the same is not acceptable	Strictly as per RFP
7	Clause No. 3.18 & 3.19	Suspension / Termination clause	We propose in the event of suspension/termination it shall be mutually agreed and to be specified that for any kind of suspension/termination there has to be a 30 days written notice. We request to incorporate that upon termination, Consultants shall be relieved and discharged from all liabilities, obligations or Claims, if any whatsoever; however, Consultants shall be entitled to receive from the Client all outstanding dues including all out-of-pocket costs, charges and expenses in terms of this Agreement forthwith.	Strictly as per RFP
8	Clause No. 3.3	Conflict of interest clause prohibiting consultant from accepting similar kind of business.	We request the client to reconsider the clause and propose the same to be modified the consultant shall inform the client in the event of any such assignment being undertaken by the consultant.	Strictly as per RFP
9	Clause No. 3.3.6	Liability is being kept as provided by the Applicable Law	We request the client to reconsider the clause and allow us to limit consultant liability to 5% of the consultancy Fee	Strictly as per RFP
10	Clause No. 3.3.7	Insurance to be taken out by the Consultant	For current project we request to consider only PI, and propose if any policy other than this will have to be included would be a cost to client, and the same needs to be specified.	Strictly as per RFP
11	Clause No. 3.3.8	Accounting, inspection and auditing: Client wants to keep auditing rights beyond expiry of the agreement.	We request the client to reconsider the clause and request to be specified that auditing or inspection of records should only be pertaining to services and during the tenure of the agreement only.	Strictly as per RFP

12	Clause No. 3.4.5	If required, Consultant shall ensure that at all times during the Consultant's performance of the Services in India a Resident Project Manager, acceptable to the Employer, shall take charge of the performance of such Services.	We propose to share the profile for the resident Project Manager will be shared with client and on mutually agreed basis the same will be then be deputed	Strictly as per RFP																
13	Clause No. 3.5.5	Standard invoicing and payment timelines	<p>We request the client to revise the clause as per below</p> <table border="1" data-bbox="990 316 1550 1134"> <tr> <td data-bbox="990 316 1267 368">Stage 1:On Signing of Agreement as Advance</td> <td data-bbox="1267 316 1550 368">10% of the total fees payable.</td> </tr> <tr> <td data-bbox="990 368 1267 501">Stage 2:On submitting the conceptual scheme for the Client's approval along with the preliminary estimate of cost.</td> <td data-bbox="1267 368 1550 501">20% of the total fees payable less payment already made at Stage 1.</td> </tr> <tr> <td data-bbox="990 501 1267 633">Stage 3:On incorporating Client's suggestions and submitting drawings and preliminary estimates for final design approval.</td> <td data-bbox="1267 501 1550 633">35% of the total fees less payment already made at Stages 1 and 2.</td> </tr> <tr> <td data-bbox="990 633 1267 735">Stage4:Upon Submission of detailed estimates and bill of quantities and drawings with all services</td> <td data-bbox="1267 633 1550 735">45% of the total fees payable less payment already made at Stages 1 to 3.</td> </tr> <tr> <td data-bbox="990 735 1267 815">Stage5:On completion of Project</td> <td data-bbox="1267 735 1550 815">65% of the total fees payable less payment already made at Stages 1 to 4.</td> </tr> <tr> <td data-bbox="990 815 1267 948">Stage 6:a. On submitting working drawings and details required for commencement of work for Club and Garden Restaurant</td> <td data-bbox="1267 815 1550 948">65% of the total fees less payment already made at Stages 1 to 5.</td> </tr> <tr> <td data-bbox="990 948 1267 1027">b. (i) On completion of 50% of the work</td> <td data-bbox="1267 948 1550 1027">80% of the total fees payable less payment already made at Stages 1 to 6a.</td> </tr> <tr> <td data-bbox="990 1027 1267 1134">(ii) On Virtual Completion</td> <td data-bbox="1267 1027 1550 1134">100% of the total fees payable les payment already made at various stages and retainer.</td> </tr> </table>	Stage 1: On Signing of Agreement as Advance	10% of the total fees payable.	Stage 2: On submitting the conceptual scheme for the Client's approval along with the preliminary estimate of cost.	20% of the total fees payable less payment already made at Stage 1.	Stage 3: On incorporating Client's suggestions and submitting drawings and preliminary estimates for final design approval.	35% of the total fees less payment already made at Stages 1 and 2.	Stage4: Upon Submission of detailed estimates and bill of quantities and drawings with all services	45% of the total fees payable less payment already made at Stages 1 to 3.	Stage5: On completion of Project	65% of the total fees payable less payment already made at Stages 1 to 4.	Stage 6: a. On submitting working drawings and details required for commencement of work for Club and Garden Restaurant	65% of the total fees less payment already made at Stages 1 to 5.	b. (i) On completion of 50% of the work	80% of the total fees payable less payment already made at Stages 1 to 6a.	(ii) On Virtual Completion	100% of the total fees payable les payment already made at various stages and retainer.	Strictly as per RFP
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14	Clause No. 14	DLP of 39 months.	We request the client to reconsider the clause	Strictly as per RFP
15	Clause No. 15	There is a reference to Penalty without the quantum of the same is specified	We request the client to reconsider the clause	Strictly as per RFP
16	Appendix A, Phase IV Point 9	It is indicated that the consultant will provide legal advice on possible Contractor's claims/disputes.	We request the client to reconsider the clause as Consultants can only be restricted to Professional Advice and not financial or legal advice	Strictly as per RFP
17			Need to specify that that all out of pocket expenses incurred by the employees of consultant with prior approval in relation to the services rendered under this agreement shall be borne by the Client	Strictly as per RFP
18			Need to specify that if the Project is delayed due to the reasons attributable to the Client, due to delay in obtaining statutory approvals/permissions and / or delay in respect of the compliances for the Project/property/Premises or for any reasons beyond the scope of Consultant then consultant is not responsible for the same	Consultant shall not be responsible for delay in completion of the project due to reasons attributable to the Client
19			Need to specify that the Client shall supply free of charge, construction drawings, specifications and all pertinent data and other information as requested by the PMC, and give such assistance as shall be required for the carrying out the services. The Client shall ensure that all the information provided by it to consultant is accurate, reliable, genuine and correct. consultant shall not be responsible for any inaccuracy or discrepancy in any information provided by the Client in any manner whatsoever	Strictly as per RFP
20			Need to specify that the Client shall make all necessary application and shall liaise with the statutory authorities and/or utility companies to provide both temporary and permanent electricity, water supply, sewer connections and other essential services to the Premises to enable Consultant to commence, carry out and complete its duties under the Agreement.	Strictly as per RFP

21			Need to specify that Any services information, surveys and reports required to be furnished by other consultants employed by the Client, shall be furnished with reasonable promptness at the Client's expense. Such information shall be deemed to be reliable, accurate and professionally complete, and shall be entitled to rely upon the accuracy and completeness thereof.	Strictly as per RFP
22			Need to specify that the Client guarantees timely decision and timely bill payment/payment of fees to consultant. Any delay in the completion of the work of the Premises attributable to the Client shall be the responsibility of the Client	Strictly as per RFP
23			Need to specify that the Client shall provide its Contractor's / its employees with adequate safety utilities and shall ensure that the Services are not carried out under any dangerous or unhealthy conditions and shall take all necessary measures to protect the employees from exposure to any safety or health hazard and consultant shall not be liable for the same.	Strictly as per RFP
24			Needs to be specified that for removal of any consultant staff working on client's site, there will be a 15 days written notice from client.	Strictly as per RFP
25			Needs to be specified that consultant shall not agree to any penalty, deduction or liquidated damages.	Strictly as per RFP

26	Clause No.1.7	<p>The consultant with the lowest offer shall be invited for further discussion and negotiation if required. However, in case more than 1 consultant quoting the prescribed minimum percentage of fee and/or the same percentage of fee, then the successful consultant shall be selected for award of work on the basis of Technical Score</p>	<p>In the RFP, there is no clause that says that Bidders either have to have basic experience of heritage conservation/interiors in heritage buildings/minimum number of full time employed conservation architects as Eligibility Criteria. If a bidder has zero experience in heritage and zero experience in interiors he shall still get selected if his financial bid becomes the L1. This would completely obviate the entire need for Technical experience and technical expertise in heritage and interiors. Do please clarify this point since it has major impact on the selection of Consultants.</p>	<p>Clause No.1.7 in RFP has been revised to the following:</p> <p><u>1.7 DECISION MAKING AND NOTIFICATION OF AWARD:</u> <u>Minimum Eligibility Criteria:</u>The Consultant shall have minimum experience of 5 years in heritage building conservation/ office interiors in heritage buildings and minimum of 1 full time Conservation Architect on payroll of the Consulting firm. The Consultant possessing the minimum Eligibility Criteria and the lowest offer shall be invited for further discussion and negotiation if required. However, in case more than one Consultant quoting the prescribed minimum percentage of fee and/or the same percentage of fee, then the successful Consultant shall be selected for award of work on the basis of Technical Scoring.</p>
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