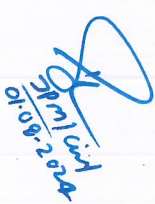


**Reply of DFCCIL, on the queries raised by perspective bidders before and during the Pre-Bid Meeting (held on 25-07-2024 in the office of Chief General Manager, Noida unit), in connection with**

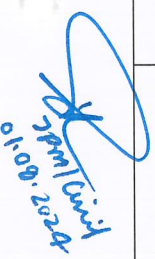
**Tender No. CGM/DFCCIL/NOIDA UNIT/COMPREHENSIVE ARCHITECTURAL DESIGN  
CONSULTANCY & PMC SERVICES/DFC COMPLEX/2024/04**

**FOR**

**Name of Work: COMPLETE DESIGN, DRAWING & DEVELOPMENT OF A RESIDENTIAL  
COMPLEX (WITH GRIHA 5 STAR GREEN BUILDING RATING) TO BE CONSTRUCTED IN  
PHASE-II OF THE PROJECT "DFCCIL INTEGRATED OFFICE CUM RESIDENTIAL COMPLEX AT  
SEC-145, NOIDA.**

  
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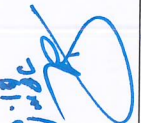
S. No.	Description of Tender Clause	Clarification Required by the Bidder	Reply of DFCCIL
1.	<p><b>Tender Clause 1.3.30 (2.1)</b></p> <p>The Architect shall have license to practice architecture or render architectural/consulting services in India by Council of Architecture or the Govt. of India. The registration of the architect should be valid on the date of opening of the technical bid</p>	<p>W/APCOS Limited is a Public Sector Undertaking (PSU) under the Ministry of Jal Shakti which can take up Architectural/Design works as per Memorandum of Association (copy enclosed). It is requested to kindly confirm that the MOA may be considered as for the qualification? Or whether Council of architect certificate of an employee/consultant may be considered for eligibility?</p>	<p><b>Not Agreed</b></p> <p>Minimum eligibility criteria shall be as per the Tender conditions.</p>
2.	<p><b>1.3.30 2.3 (a), (b) &amp; (c)</b></p> <p>The tenderer must have successfully completed or substantially completed following categories of work(s) in last 07 years.....</p>	<p>It is requested to confirm whether a single project can be considered in all three categories or not.</p>	<p>Yes, if a single work/project qualifies all the three eligibility criteria as defined under clause <b>1.3.30 2.3 (a), (b) &amp; (c)</b> of minimum eligibility criteria, then the same work will be considered.</p>
3.	<p><b>1.4.2 (iii) a</b></p> <p>Under this stage, the tenderers short listed after “Stage-II” shall be invited for participating in the Design Competition by the way of a presentation before the Committee (Jury) constituted for the purpose by DFCCIL. The Consultants short-listed after “Stage-II” will be given minimum 7 working days’ time for preparation of Design Presentation.</p>	<p>It is requested kindly give at least 15 working days for better preparation of Design Presentation.</p>	<p><b>Agreed &amp; Noted</b></p>
4.	<p><b>Page 78</b></p> <p>Schedule of Payments “The 40% component of “Architectural &amp; Design Consultancy fee” shall be paid lower of the accepted tendered cost of all the work(s) OR final cost of completion of works including variations (without PVC) whichever is lower.”</p>	<p>The term “whichever is lower” may be removed. As later on if scope of works increased then scope for Architectural &amp; Design Consultancy is also increased i.e. more inputs and exercise will involve on the design part.</p>	<p><b>Not Agreed</b></p> <p>The payment schedule for Architecture &amp; Design Consultancy and Project Management Services shall be dealt as per the tender conditions.</p>


  
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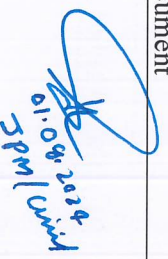
S. No.	Description of Tender Clause	Clarification Required by the Bidder	Reply of DFCCIL
5.	<p><b>Page 11</b></p> <p><b>Bid Security:</b> Bid Security of Rs. 4,43,000/- to be paid online or through Bank Guarantee Bond on or before schedule date of submission. <b>Tender Document (Non-Refundable):</b> Rs. 11,800/- to be paid online</p>	<p>We request you to kindly grant exemption for MSME registered firms.</p>	<p>As far as increase in scope is concerned, it is to clarify that for original scope of works for the buildings/areas and allied facilities mentioned in the tender document, no variation for any increase in built up area of the buildings or otherwise would be paid to the consultant.</p> <p>However, for any new building(s) or areas which is not covered under the original scope of works and for which Architectural Design &amp; PMC Consultancy Services are required by the DFCCIL from the consultant would only be considered as "Variation" in terms of Cl. 39 (1) &amp; 42 (2) (i) modified through SCC, Chapter VII of the tender document.</p> <p><b>Not Agreed</b></p> <p>The Bid Security &amp; Exceptions are as per Clause 1.3.8.2 of Chapter-3 (Preamble &amp; General Instructions to tenderer) of the tender document.</p>
6.	<p><b>Page 11</b></p> <p>Time Period for completion of consultancy contract: Consultancy services will be co-terminus with the project and if building contractor's time period is extended for whatsoever reasons, Consultancy services also would be deemed to have been extended by the same time period without any extra cost over and above the accepted rates of consultancy contract.</p>	<p>In case, due to non-performance of Contractor, the time period is extended for 1 year, then the Consultant/PMC has to bear the manpower deployment expenses (approx. 13 personnel) for additional period of 1 year, which is not justified.</p> <p>We request to remove this clause along with payment of additional fee to PMC for expenses during extended period.</p>	<p><b>Not Agreed</b></p> <p>Time period for completion will be as per clause 1.3.38 of Chapter-3 (Preamble &amp; General Instructions to tenderer) of the tender document.</p> <p>In case, due to non-performance of Contractor also, if time period of the building contract is extended, the consultant will only be entitled for a suitable extension of time and no extra cost over &amp; above</p>

  
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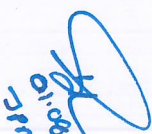
S. No.	Description of Tender Clause	Clarification Required by the Bidder	Reply of DFCCIL
7.	<p><b>1.3.30 (Page 33)</b></p> <p>Only Architectural Design &amp; Project Management Consultancy Firms that are Registered or Incorporated in India are eligible to compete. The consultancy firm shall have been established (registered in India) for at least last 7 years. (Last 7 years shall be counted from last day of month previous to the one in which tender is invited).</p> <p>Documentary proof in the form of copy of Proprietorship, Registration certificate or Certificate of incorporation of the firm is required to be uploaded &amp; submitted by the Tenderer in this regard.</p>	<p>We assume that Private Limited firms providing Architectural Design &amp; Project Management Consultancy services shall be considered.</p>	<p>Only Architectural Design &amp; Project Management Consultancy Firms that are Registered or Incorporated in India are eligible to compete.</p> <p>The participating firm can be a Sole Proprietorship firm, HUF, Partnership firm, Company registered under Companies Act 2013, LLP, Registered Society &amp; Registered Trust.</p> <p>Please refer para clause 1.3.34 of Chapter-3 (Preamble &amp; General Instructions to tenderer) of the tender document in this regard.</p>
8.	<p><b>2.4, (Page 34)</b></p> <p>For completed or ongoing Multistory building(s) project with Green rating, Documentary proof in the form of relevant Certificate(s) from Client/ GRIHA/ IGBC/ LEED along with Work Order etc., specifically mentioning about the Green building GRIHA rating or equivalent IGBC/LEED rating for successfully providing Architectural Design Consultancy Services for the said work/project are required to be uploaded &amp; submitted by the Tenderer.</p>	<p>We assume that Work Order is required only as proof for providing Architectural Consultancy Services for the project and mention of Green Building rating in it is not mandatory. Anyhow, a building cannot attain Green Certification if it hasn't been designed following green building norms. Project Completion Certificate along with Green Building Rating Certificate will be submitted as per requirement.</p>	<p>The item no. 2.4 of clause 1.3.30 (Minimum Eligibility Criteria) is self-explanatory.</p> <p>For completed or ongoing Multistory building(s) project with Green rating, Documentary proof in the form of relevant Certificate(s) from Client/GRIHA/IGBC/LEED along with Work Order etc., specifically mentioning about the Green building GRIHA rating or equivalent IGBC/LEED rating for successfully providing Architectural Design Consultancy Services for the said work/project are required to be uploaded &amp; submitted by the Tenderer.</p>
9.	<p><b>2.5 (Page 35)</b></p>	<p>We suggest that minimum average annual contractual turnover of Rs. 10 Cr.</p>	<p><b>Not Agreed</b></p> <p></p>



S. No.	Description of Tender Clause	Clarification Required by the Bidder	Reply of DFCCIL
	<p><b>TURNOVER:</b></p> <p>The tenderer must have minimum average annual contractual turnover of Rs. 2.35 Cr. from Consultancy services in previous three financial years as per audited balance sheet(s) The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet.</p>	<p>from Consultancy services in the previous three financial years as per the audited balance sheet(s) to be considered.</p>	<p>Minimum eligibility criteria shall be as per the as per Clause 1.3.30 of Chapter-III of the Tender conditions.</p>
10	<p><b>1.4.2 (iii)(a) Page 50</b></p> <p>The Consultants short-listed after “Stage-II” will be given minimum 7 working days’ time for preparation of Design Presentation.</p>	<p>Sufficient working days’ time of at least 15-20 days may please be given for preparation of Design Presentation.</p>	<p><b>Agreed &amp; Noted</b></p>
11	<p><b>A.2,3,4 (Page 78 &amp; 79)</b></p> <p><b>Payment Schedule:</b></p> <p>___% of agreed fee based on accepted percentage of Estimated Cost of work put to this tender less payment made in Stage-___ (payable in two sub-stages as per progress of work)</p>	<p>Fee payable in two sub-stages as per progress of work is not understood, please elaborate.</p>	<p>Fee payable in two sub-stages as per progress of work means that fee percentage specified for that particular stage of work may be paid in two parts as per the progress of the work.</p> <p>This is basically kept to facilitate the Consultant, as in many cases in consultancy contracts, despite the fact that majority of the work has been completed under a particular “Stage”, payment could not be made to consultant as the total work scope (i.e., 100% work under the particular stage) has not been completed due to various reasons due to which payment could not be released to the Consultant.</p>
12	<p><b>Note 4, Page 80</b></p> <p>In case, if work tender is not floated for some building/area, then payment of Architecture Design Consultancy fee would be done upto corresponding stage of work on prorata basis.</p>	<p>In case work tender is floated for some building/area at a later stage, will extension of time be given for Architect &amp; PMC contract along with additional fee as duration of contract of this tender is considered to be 30 + 12 = 42 months.</p>	<p>Suitable extension of time will be given to consultant; however, no additional fees would be given for any extended duration of contract.</p> <p>Please refer clause 1.3.38 of Chapter-III (Preamble &amp; General Instructions to tenderer) of the tender document</p>

  
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S. No.	Description of Tender Clause	Clarification Required by the Bidder	Reply of DFCCIL
13	<p><b>16.1, Page 90</b></p> <p>Security Deposit shall be 5% of contract value to be submitted to DFCCIL or may be recovered at the rate of 6% of bil amount till full amount is recovered.</p>	<p>A total of 10% of Consultant/PMC fee is being kept by DFCCIL and will be released after successful completion of work. We request that either PBG submission or Security Deposit deduction may kindly be removed. In any case, 5% of the total fee will be withheld by DFCCIL.</p>	<p><b>Not Agreed</b></p> <p>The Security Deposit and Performance Bank Guarantee (PBG) shall as per the tender conditions. Please Refer Para Clause 16 of Chapter-VI (General Condition of Contract) of the tender in this regard</p>
14	<p><b>16.4 (Page 91)</b></p> <p>Performance Bank Guarantee (PBG) to be submitted amounting to 5% of contract value.</p>		
15	<p><b>Page 11</b></p> <p><b>Performance Bank Guarantee:</b> Performance Guarantee (PG) has to be submitted within 21 (Twenty-One) days from the date of issue of Letter of Acceptance (LOA), amounting to 5% of the contract value.</p>	<p>In case, both the deductions have to be made, then we request to kindly reduce both Performance Guarantee and Retention Money/Security Deposit from 5% to 2.5%, total deductions being 5% of the total fee.</p>	
16	<p><b>Page 12</b></p> <p><b>Retention Money/ Security Deposit:</b> <b>5% of Contract value (as per Clause No. 16 (1) of GCC)</b></p>		
17	<p>Enhancement of Actual Value of past projects as per present date</p>	<p>As per government tender and CVC norms, in order to bring the value of previous completed projects at present rate, there is an enhancement factor provided which says "the value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the</p>	<p><b>Not Agreed</b></p> <p>As per tender conditions</p>

  
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ADDENDUM-1

S. No.	Description of Tender Clause	Clarification Required by the Bidder	Reply of DFCCIL
18		<p>We request to kindly confirm if same will be followed in this tender and if not, then same may please be considered.</p> <p><u>JV / Consortium:</u> We request you to <b>allow JV / Consortium</b> for the tender, as the tender is combine scope of Design and PMC and the substantial staffing requirements at the site for PMC. This approach will facilitate increased participation and expertise.</p>	<p><b>Not Agreed</b></p> <p>As per tender conditions</p>
19		<p><u>Project Experience Consideration:</u> We request that project experience be considered over the <b>last 10 years</b> instead of 7 years, all relevant aspects (such as similar projects, GRHA/IGBC projects, etc.) due to impact of COVID-19 period on projects during 2020-2022. This will enable more bidders to participate in the Bid.</p>	<p><b>Not Agreed</b></p> <p>As per tender conditions</p>
20		<p><u>Evaluation Process:</u> We request please consider the evaluation process as <b>Quality and Cost Based Selection (80:20)</b> rather than based on the QCBS (70:30). This approach ensures a balanced assessment that considers both quality and technical capabilities alongside cost considerations.</p>	<p><b>Not Agreed</b></p> <p>As per tender conditions</p>

  
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ADDENDUM-1

S. No.	Description of Tender Clause	Clarification Required by the Bidder and technical capabilities alongside cost considerations.	Reply of DFCCIL
21		<u>Fee Enhancement Policy</u> : Please clarify fee enhancement policy, if project goes beyond the Contract Period (30 Months), as mentioned in Tender.	If project goes beyond the Contract Period (30 Months), suitable extension of time would be given, however, no additional fee/fee enhancement would be given to consultant for any extended duration of contract.
22		Please conduct the <b>pre-bid meeting ONLINE</b> as scheduled on 25.07.2024 at 11:00 AM and share the <b>meeting link</b> .	Please Refer reply at <b>Sl. No. 6 &amp; 12</b> above in this regard. <b>Not Agreed</b> As per tender conditions

~~PM/Civil~~

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