

PIMPRI CHICHWAD NEW TOWN DEVELOPMENT AUTHORITY, AKURDI, PUNE - 411044

Name of work : - Project Management Consultancy Services for the work of Construction Exhibition Hall of Pune International Exhibition and Convention Centre, Moshi, Pune (Phase II)

Ref. : Prebid meeting held on 10/11/2020 at 12.00 hrs.

Common Set of Deviation - 1

Sr. No.	Clause reference	Points Raised by Bidder	Common Set of Clarification (CSC)
1	General	Jurong Consultants (India) is a wholly owned subsidiary of Surbana Jurong Group, Singapore. We are operating in different countries under various names. Thus, our experience in various countries shows with the registered company in respective country. So, we kindly request you to consider experience of Parent/Sister companies.	NIT Prevails
2	ELIGIBILITY CRITERIA: Clause A (i) (b), Page no.9. Bidder shall have completed one project as PMC with essentially nonresidential but involving construction of Passenger Aircraft hangers, Airport terminals, Covered Pavilions, Halls, Indoor Stadiums, Auditoriums having large unsupported roof spans indicated in Appendix to ITB. The cost of this completed /substantially completed project shall not be	Kindly request you consider other relevant experiences such as Commercial Buildings, Hospitals, Hotels, IT Parks/Buildings.	NIT Prevails

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	less than Rs. 150 Cr.		
3	<p>ELIGIBILITY CRITERIA: Clause A (i) (c), Page no.9.</p> <p>Experience certificate in works of a similar nature stated above in the last five years with certificates from the concerned officer of the rank of Executive Engineer or equivalent to CEO/MD/Owner in case of private. However local authority certificate substantiating the same should be attached.</p>	<p>We request you to kindly consider Relevant Experience and Projects carried out in Last 10 (Ten) Years.</p> <p>Kindly request you to accept either Completion Certificate from Client or Substantial Completion Certificate from Local Authority.</p>	NIT Prevails
4	<p>Document in Proof of Eligibility Clause (ii), Page no.10.</p> <p>Bid Security deposit of Rs. 3,00,000/- should be paid online on (https://mahatenders.gov.in)</p>	Kindly request you accept Bid Security in form of Bank Guarantee.	NIT Prevails
5	General - Mode of Selection	Kindly clarify the Mode of Selection i.e., QCBS or LCS, and the Weightage given to Technical and Financial Proposal	NIT Prevails

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6	General - Technical Bid Evaluation	Kindly clarify the Marks assigned to PMC's Experience, Approach & Methodology, Curriculum Vitae (CV) of Proposed Key Staff.	NIT Prevails
7	Clause no. A) (i) b) of Eligibility Criteria (page no. 9) Bidder shall have completed one project as PMC with essentially non-residential but involving construction of Passenger Aircraft hangers, Airport terminals, Covered Pavilions, Halls, Indoor Stadiums, Auditoriums having large unsupported roof spans indicated in Appendix to ITB. The cost of this completed/ substantially completed project shall not be less than Rs. 150 Cr.	We request you to kindly consider the Building Projects which must have Hall Project costing Rs.100 Cr	NIT Prevails
8	Clause no. A) (i) i) of Eligibility Criteria (page no. 10) The PMC shall deposit cost of the bid document fee of Rs. 28,540/- (Including GST) which should be paid online on www.mahatenders.gov.in	We request you to kindly reduce the cost of bid document to Rs. 5000/- which should be paid through payment gateway	NIT Prevails
9	Clause no. V) List of persons to be deployed - Data Sheet (page no. 34) Architect - B. Arch Urban Designer -15 Years -1 No. Urban	As there is requirement of an Urban Designer Cum Architect and Urban Planner Master in Urban Planning with 15 years of experience. Hence, we hereby request you	NIT Prevails

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	Planner -15 Years -1 No	to kindly modify the requirement of Architects as below Urban Designer -10 Years -1 No. Urban Planner -10 Years -1 No	
10	-	It is requested that the financial eligibility of maximum turnover for anyone member shall be considered instead of only lead member	NIT Prevails
11	-	It is requested that Outdoor stadium having large and supported roof span shall also be considered for the purpose of prequalification	NIT Prevails
12	-	It is requested that Experience Certificate for qualifying project shall be considered for last 15 years instead of current requirement of 5 years	NIT Prevails
13	-	It is requested that structurally designed one project having 75,000 SQ.MT of built-up area in last 5 years with the help of In-house structural engineer shall be considered	NIT Prevails
14	-	In case the project extend beyond 36 months, PMC shall be entitled to receive fees in proportion to the quoted and	NIT Prevails

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		accepted fees for 36 months on Pro rata basis as per extended period	
15	<p>Page No, 5 of 120 from RFP</p> <p>1) In addition, Hall A, B & C there is a provision for international convention centre and administrative block The PMC shall prepare concept drawing showing the general arrangement of all the structures and obtain approval of PCNTDA</p> <p>2)To prepare Architectural drawings (Hall B) including layout and obtaining sanctions from statutory authority including detailed working drawings and to carry out facade design of international standards structural designs and prepare structural drawings based on architectural working drawings, accommodating MEP services.</p>	<p>Please clarify that Concept drawings are required to be prepared ' for all the structures Hall A, B, C, convention Center and Administrative block. However the detailing including statutory approvals, Structural design and MEP services are to be attended for Hall B only? Also please clarify when these works (Hall A,C, convention center & Admin block) are envisaged to be taken up & detailing of the same whether concepts will be retained as per consultant's proposal?</p> <p>Please clarify if the infrastructure requirements in terms of MEP high side services , external infrastructure I roads etc. require to be planned for all structures to preliminary stage for accommodation in master plan.</p>	NIT Prevails

Sr. No.	Clause reference	Points Raised by Bidder	Common Set of Clarification (CSC)
16	Page NO.5 of 120 from RFP 2)To prepare Architectural drawings (Hall B) including layout and obtaining sanctions from statutory authority	Please clarify that all statutory fees will be paid by PCNDTA. As most of the fees require to be paid by online transactions and require to be made in client's name	NIT Prevails
17	Page NO.9 of 120 from RFP Eligibility Criteria b) Bidder shall have completed one project as PMC with essentially nonresidential but involving construction of Passenger Aircraft hangers, Airport terminals, Covered Pavilions, Halls, Indoor Stadiums, Auditoriums having large unsupported roof spans indicated in Appendix to ITB. The cost of this completed / substantially completed project shall not be less than Rs. 150 Cr d) Shall have completed pretender activity of one project costing not less than Rs. 200 Cr e) Structural designed one project having 75,000 sq.mt. carpet area of any construction project last 5 years with the	Please clarify is different projects/assignments require to be mentioned w. r. t. criteria under b) ,d) e)	NIT Prevails

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	help of licensed Structural Engineer		
18	Pg 45/120 Tern 1.1 The Proposed Location is near Moshi. The scope of work is stated in the Bid document	Please give plot area under development <i>tor</i> Phase II	NIT Prevails
19	Pg 41Scope of PCNTDA has developed overall layout of PIECC and other commercial development. In some area the land is leveled for open exhibitions, and the approach roads for effective transportation movement are also developed	Please clarify if plot potential approval from statutory bodies has been obtained for entire master plan	NIT Prevails
20	Pg 45/120 Terms of reference - To carryout electronic total station topographic survey of the designated area	Please clarify if PCNDTA will compensate consultant for carrying out surveys or if the cost requires to be considered in the fee proposal	NIT Prevails
21	Pg 48/120 Have full-fledged office (@ 150-200 Sqm, owned rental) available during the period of service with all necessary technical administrative staff and latest equipments such as Total station Auto level! compass/ staff for survey,	We understand that PMC will require this office premise at the site during construction phase & provision of project office will be part of scope of contractor as is general practice. Pre tender activities can be carried out by	NIT Prevails

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	projector screen/laptop for presentations	consultant at their local office at Pune and meetings with PCNDTA can be arranged as per mutually agreed schedules	
22	General	Please provide total budget of the project for reference	NIT Prevails
23	Pg 56/120 12 Defect Liability Period - 12 DEFECT LIABILITY PERIOD (Performance Period): The Defect Liability Period shall be a period of 5 years after issue of completion certificate of Project.	We request to reduce defect liability period to 12 months 5 years is too long a DLP , maintenance of team as well as project office Also there is an O&M agency being appointed so please consider request to reduce DLP.	NIT Prevails
24	Pg 58/120 15 - No. additional payment will be made in case of any cost overrun	Please consider compensation for cost escalation as project period is long and considerations for stoppage of works beyond control of consultant	NIT Prevails
25	Pg 84/120 Overall facilitation in all report to PMC should give following project facilitator unit to PCNTDA office immediate after issuance of work order till handing over project to O & M contractor appointed by PCNTDA. (I.e. third party)	Request to remove this requirement as PMC is already committed to having scheduled meetings or schedule meetings as per client requirements.	NIT Prevails
26	Pg 100/120 Pre Tender Activities 35 % fees quoted, For this the project cost will the Amount of Net estimate for	Request to increase pre tender component to 45-50% of total project fee. As complete design and	NIT Prevails

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	work portion excluding Contingencies, Provision for Escalations and other Administrative charges)	engineering works, all investigations, statutory approvals are being conducted & concluded during this phase	
27	Pg 1021120 Post Tender Activities 2% of post tender fees for handing over of utilities to authorities and 13 % of post tender fees for completion of DLP	It is not clear how this component is to be paid to consultant In terms of distribution of DLP duration	NIT Prevails
28	Pageno.11 Point no.iv) Other Conditions ELIGIBILITY CRITERIA Any complaints / Litigation matter against PMC or any PMC if blacklisted shall submit their details regarding the same with their explanation in the Technical proposal	We request the Client to kindly clarify the duration of blacklisting as specified in Point (iv) of 'Other Conditions' given in the Eligibility Criteria on Pg. 11 of the tender document. Further, since the statement prima facie appears to be an open ended statement, we thus request the Client to kindly consider restricting the term / duration of this declaration to 5 years or currently. It may be appreciated that certain firms / companies are a number of decades old. Hence, it will be difficult to give such details without any specified time period, as it may not have records of such events in distant past. Therefore, we request you to kindly consider	NIT Prevails

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		restricting the term /duration of this declaration /requirement to past 5 years or currently, as on date of bid submission	
29	Page no.73; Article 8: Dispute Resolution In the event of any dispute of whatever nature howsoever arising under or out of or in relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be settled at the level of Chief Executive Officer, PCNTDA and his decision will be final binding. It is expressly agreed that the PMC (including its sub- Agencies, bidders, agents, etc.) shall continue to perform the services uninterrupted pending the resolution of any dispute between the Employer and PMC. Timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to arbitration of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the	With regards to Article 8 (Dispute Resolution) on Pg. 73, we request your good office to kindly consider revising the dispute settlement mechanism to Arbitration Procedure by Sole Arbitrator in accordance with the Arbitration and Conciliation Act 1996 (as amended from time to time) wherein both the parties are able to participate in the appointment process. The mechanism adopted in the RFP is likely to raise question of impartiality and bias. In order to avoid dispute with regards to the independence and impartiality of the dispute settlement mechanism, it is requested that Article 8 (Dispute Resolution) of Standard Forms of Contract Consulting Services on Pg. 73, shall be accordingly modified to Arbitration to be conducted by Sole Arbitrator, to be appointed either by Indian Council of Arbitration, New	NIT Prevails

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	PMC	Delhi or mutually as agreed between the Parties	

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DE VI / VII

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E.E.

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CAFO

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CEO