

India Trade Promotion Organisation
(BD Division)

No.:145-ITPO(54)/BDD/2022

Date: 2.12.2022

Name of work: Selection of Service Provider for Food & Beverages and Property Management Services at IECC, Pragati Maidan, New Delhi.

CORRIGENDUM-3

It is informed that due to administrative reasons, the following changes have been made in the Tender ID: 2022_ITPO_724569_1 dated 19.11.2022.

1. Item Rate BoQ.

Weightage of 0.33 (multiplication factor) shall be applied to line item nos. 7.01, 7.02, 7.03 and 7.04 of Item Rate BoQ at the stage of financial bid evaluation, which presently is not applied in item rate BoQ, inadvertently.

Sd/-
(Bimal Kumar Dubey)
General Manager (BDD)

No.:145-ITPO(54)/BDD/2022 dated 19.11.2022

Replies to Pre-bid Queries/suggestions

Sr. No.	RFP Ref.	Observation/Query	Responses
1	Clause 11.20.1	Specifies that the PNG and Electricity charges shall be borne by Service Provider based on sub-meter. Need clarity on the Electricity areas for which the amount will be charged based on sub-meter. For ex. Kitchen Equipment Load, Kitchen Lighting Load, Kitchen Ventilation and Air Conditioning Load, Hours of Operation of Kitchen and estimated water consumption. Kindly advise.	The Conditions of RFP to Prevail. It has been Clarified in the RFP.
2	Clause 11.25.2	Specifies that Service Provider shall take insurance for its personnel. But it needs to be in the joint name of Service Provider and ITPO. Pls clarify on "joint name". ITC shall take the appropriate insurance of its personnel – Joint name is not understood. Are we required to take the insurance of ITPO's staff?	The Conditions of RFP to Prevail. It is further clarified that Service Provider is required to take insurance for its own personnel only.
3	Insurance clause 11.26.2	"The Service Provider shall maintain at its own cost insurance for the entire Contract Period to cover for the Contractor's All risk, personal injury or death of its personnel. The Contractor All risk shall be obtained for not less than the 115% of amount of the Total Fee for the entire Contract Period."	It is Clarified that the applicable insurances under the law have to be taken up by the selected bidder. CAR policy is not applicable. However the Value would remain the same as mentioned in RFP.
4		Liquor License Fees is estimated at ₹ 27 lakhs p.a. – Will this be reimbursed by ITPO or the Liquor license to procure and store liquor is being taken by ITPO? Kindly advise.	It is clarified that the Service Provider has to facilitate the process for the license. The cost for the same would be borne by ITPO/Event Manager.
5		Will the Amount for the Capex (Special cutlery & crockery) be reimbursed by ITPO on receipt of material or will it be reimbursed after 16 months?	The Conditions of RFP to Prevail. Capex Cost will be reimbursed on receipt of material in satisfactory condition and submission of the invoice for the same.
6		On various occasions the Bidder may be called upon to provide personnel for special purposes such as bar tending, waiter/waitress, host/hostess, security or other activities. Will this be covered under the extra billing at mutually agreed rates?	The Conditions of RFP to Prevail. For those item which are not part of BOQ ,this will be done at mutually agreed terms & conditions.
7		Whether we can provide a Bank Guarantee for the Earnest Money Deposit of ₹ 1.3cr instead of a Demand Draft. In case the DD is submitted when will we get the refund of the same ?	The Conditions of RFP to Prevail.

8		<p>Who will provide the following & bear the charges for the following which is required for events</p> <ul style="list-style-type: none"> - Buffet Table - Buffet Frills /Designed front facia - Buffet table tops - Round Tables for Dining - Stand up tables for Dining - Chairs for the Dining - Table cloths for these Tables - Naperons for the tables - Chair Covers and Bows for the Chairs - Lights to illuminate the Buffets - Decorations related to the Buffet - Bar Set Ups - Lounge furniture to enhance experience / - Ceremonial Uniforms for servers for special occasions .e.g. Safas, Band Gala etc 	<p>The Conditions of RFP to Prevail.</p> <p>The service provider has to make arrangement for 20 buffet tables and related paraphernalia. Any other furniture would be arranged by the ITPO/Event Manager.</p>
9		Our Banker Standard Chartered Bank is providing the solvency certificate in the attached format, which is slightly different from the one as mentioned in the RFP.	The Conditions of RFP to Prevail.Solvency certificate should be for minimum 25 Crores as given in RFP. The same should be mentioned in the Solvency Certificate.
10	Pg-185 Penalties	Need more clarification on the Penalties clauses. 10% of monthly invoice is somewhat which is not as per industry practices.	It is Clarified that the penalties shall be applicable w.r.t. the services to the relevant invoice only.
11	Pg-8 (BOQ) PM BOQ - OpEX Costs	Which Holiday schedule has to be followed?	It is clarified that the Holiday Schedule of Central Govt. is to be followed.
12	Pg-89 Eligibility Criteria - A, pt.- 3	Certificate of Insolvency - if the bidder is a Consortium/JV, how this 25Cr. be divided?	It is clarified that 25 crore would be the aggregated value for both.
13	Pg-155 pt. 11.21.1	ITPO would already be a principal employer, service provider is required to facilitate to obtain the certificate of registration for the first party. ITPO should take this responsibility being a principal employer.	It is clarified that ITPO would issue the award letter and necessary licenses can be obtained basis that. In case it is absolutely required, then ITPO would issue the Form V.
14	Pg-158 pt. 11.25.3	Service provider to be responsible for Civil/Criminal liabilities, not as per industry standards.	This is clarified here that any kind of liability/indemnity shall only be applicable to the services provider and the same shall be limited to the scope of work of the finalized agreement.
15	Pg-160 pt. 11.25.6 (vii)	Being a principal employer, ITPO cannot be indemnified.	The Conditions of RFP to Prevail.
16	Pg-160 pt. 11.25.7, pt. 11.25.8	Indemnification should be mutual	The Conditions of RFP to Prevail.
17	Pg-160 pt. 11.25.9	total fee as a limitation of liability, not as per industry standards	The Conditions of RFP to Prevail.

18		<p>Please clarify, that the BOQ manpower which has been shared for PM services is for evaluation purposes only, or this shall be the same for on-ground deployment also?</p>	<p>It is clarified that the overall numbers (289) are only sacrosanct for bid evaluation purposes. The bidder has to consider that the relievers count for the 7th day is already captured in 289, bidder doesn't have to factor-in additional manpower for the same. However, for deployment at the property, this actual deployment shall be worked out in mutual discussion between the ITPO and service provider.</p> <p>In case of the actual manpower requirement, ITPO and Service Provider feel that additional manpower is required, the same shall be provided by the service Provider at the rates quoted in the Financial Bid.</p>
19		<p>In the PM BOQ, since only non-event days numbers has been considered for deployment, It was discussed in the pre-bid meeting that for event days additional manpower shall be required, which shall be initiated to the services provider well in advance. Please clarify about the additional requirement of Machineries, equipments, tools & tackles, chemicals & consumables, etc.</p>	<p>It is clarified that the addition machinery, equipment, tools, shall be approved by ITPO basis the service providers request as per the unit rates quoted in the financial bid.</p>
20		<p>Which wages has to be followed? Delhi/Central.</p> <p>Also, please specify will this selection only be applicable at the start of the contract tenure, or shall be deemed to change during the tenure also. For Instance, if we go toward whichever is higher (as discussed in the pre-bid meeting) current higher is central wages, however, during the tenure, and revision in the Delhi state wages can make them higher also.</p>	<p>It is clarified that the wages whichever is beneficial to the worker has to be complied.</p>
21		<p>There has not been any mention about the snagging/disengaging period / Transition period in terms of accountability and in terms of timelines in the RFP. Please specify, who shall be doing the snagging/disengaging and what shall be period of the same.</p>	<p>It is clarified that initial snag report has to be provided by the service provider and SPJV has to rectify the snags before the service provider takes over the operations of the asset.</p>
22		<p>Resource for Procurement function in the team has not been factored in. please specify the number of resources required in the procurement team</p>	<p>It is clarified that in case such manpower is required, those shall be additionally chargeable similar to the rates of respective designation, already present in the BOQ after approval of ITPO.</p>

23		QRT vehicle details are required. It is mentioned in the document about safe operations of the vehicle, however in the BOQ there isn't any vehicle which has been provided.	It is clarified that the QRT Vehicles would not be provided by Service Provider.
24		ERT - resources missing - Emergency response team is in whose scope? Services provider or CISF? SOW of Service provider includes: a) Emergency Response Planning; b) Emergency Response Support; c) Emergency Medical Support For all these there's nothing mentioned in the BOQ.	It is clarified that in case such manpower is required, those shall be additionally chargeable similar to the rates of respective designation, already present in the BOQ after approval of ITPO.
25		Further deliberation of the legal clauses shall be done at the time of selection of proposal?	It is clarified that the Parameter of the RFP shall be adhered to in the final Contract document also.
26	COVID 19	COVID 19 - Define the exact measures need to be taken for such prevention	It is clarified that for COVID 19 measures, the central govt. guidelines which are applicable as of date shall be considered as deliverables. In future, if the central govt. guidelines changes, and the same requires any additional function affecting the cost, the difference shall be mutually discussed and approved beforehand between ITPO and service provider.
27		Exclusion of Minimum wages escalation should be a part of additional items	The Conditions of RFP to Prevail. No escalations are permissible for the period of this contract.
28		Notary certification shall not be required in any document submission, including self-attested document spouting's	It is clarified that the self Certified documents have to be notarized.
29		As per the BOQ, working hours of the team is not defined. Also, relievers of security services, HK services, Parking team is not provided.	<p>It is clarified that the overall numbers (289) are only sacrosanct for bid evaluation purposes. The bidder has to consider that the relievers count for the 7th day is already captured in 289, bidder doesn't have to factor-in additional manpower for the same. However, for deployment at the property, this actual deployment shall be worked out in mutual discussion between the ITPO and service provider.</p> <p>In case of the actual manpower requirement, ITPO and Service Provider feel that additional manpower is required, the same shall be provided by the service Provider at the rates quoted in the Financial Bid.</p>

30		We discussed that applicable statutory leaves has to be provided to the employees of the services provider and also 95% attendance is sought for as well. These both statements are contradictory itself, as in case the employee avails the statutory leaves only, 95% attendance cannot be achieved. We suggest to remove the 95% threshold and can be mentioned to minimize the absents.	It is clarified that for managerial staff the statutory leaves shall be applicable.
31		CAR Policy - only applicable for construction & renovation purposes, not applicable for FM industry. It is suggested to mention in the RFP that Service provider to procure and keep in force all & any kind of insurances which is relevant to the services provider deliverables. it would be great if ITPO can provide a consolidated scope which can be shared with the insurance provider for a better clarity.	It is clarified that the Service provider to procure and keep in force all & any kind of insurances which is relevant to the services provider deliverables
32		Board resolution to be removed, only authorized signatory is required	It is clarified that no Board resolution is required. Approval of authorized signatory would be sufficient.
33		Clause 6.7 (iv) © & 6.11 (i) © are contradictory - only self declaration is required to be notarized.	It is clarified that the self Certified documents have to be notarized.
34		All pages to be stamped & initialized	The Conditions of RFP to Prevail.
35		POA - 100 & JBA-100 on stamp paper, each	The Conditions of RFP to Prevail. It is clarified that Power of attorney and Joint Bidding Agreement have to be on 100 RS Stamp Paper both.
36		Service Provider has to ensure all the firefighting equipment's including fire extinguishers, hydrant pipes, pumps are in working condition as required by Applicable Laws.	It is clarified that the Fire Fighting equipment's are in the scope of the SPJV. Service provider has to inform ITPO on regular basis about the status of the same in their MIS.
37		The Service Provider shall prepare emergency and disaster management plan in line with ITPO's emergency services and disaster management programs and ensure full implementation and compliance of these services in the project. The deliverable under this section includes:	It is Clarified that the Services provider has to provide the emergency and disaster management plan in accordance with their scope.
38		Indoor Environment Quality (IEQ) shall be constantly monitored w.r.t. all 5 parameters – thermal comfort, lux levels, indoor noise, indoor odour, and air quality.	The Conditions of RFP to Prevail.

39		Service Provider shall ensure that all attic stock and spares provided by the EPC contractor, OEM and O&M agency (SPJV) during the handover of systems is stocked in the designated stores within the property and a record for all such items is maintained efficiently.	It is clarified that this is not in the scope of the Service Provider.
40		The costs quoted by the Service Provider in the Price Bid includes the cost of all manpower, equipment, consumables, spares, materials etc., all compliance, taxes, duties, royalty, GST, labour cess etc. in accordance with all Applicable Laws, and shall not be subject to any change or escalation at any time during the Contract Period, except as provided under Clause 11.29.2 below.	It is clarified the GST on the monthly invoice value will be raised by the services provider for the services provided in that month and this would be borne by ITPO . The monthly invoice will be made based on the rates quoted in the BOQ.The total of all this (the line items of BOQ multiplied by the respective rates quoted) will be the invoice value. On that invoice value GST would be paid by ITPO.
41		Machinery Usage Charges in the BOQ	It is clarified that the machinery usage charges in the BOQ are to be entered for per month basis.