

REPLY TO QUERIES

Name of Work Selection of Service Provider for Technical Audit of the MEP Services Executed in Convention Center at Bharat Mandapam, Pragati Maidan, New Delhi			
S.No	RFP Reference	Agency's Queries/Views	ITPO's Remarks
1	11. Bid Submission Details Page 7 of 100 date/time: 5th March 2024 End	We understand that arrangement of all the documents required and necessary approvals will require a considerable amount of time. In view of the same we request the authority to extend the date of Bid submission by 3 weeks.	We may extend the submission date as 11.03.2024 and technical opening date as 12.03.2024
2	3.2 Scope of services Page 16 of 100 Verification of hidden MEP works viz., inside false ceiling, inside shaft, under floors etc. shall be limited to availability of easy access for verification. 6.	such hidden works shall be time bounded as all of the hidden elements shall be made available to consultant as per the agreed time to meet the deadlines for deliverables.	No change
3	3.2 Scope of services Page 16 of 100 The Scope of Audit of MEP work shall be limited to the Convention Centre (CC) Building and high side connectivity of CC building MEP services upto the 1st connection point of External TrunkMEP Infrastructure. 1.	As the scope talks about the audit / review of MEP works vis-a -vis GFC, as built etc. and scope does not mention anything of design peer review so we assume that peer review is excluded from the scope. Please confirm.	Peer Review of MEP System is also part of the scope.
4	3.2 Scope of services Page 16 of 100 The Scope of Audit of MEP work shall be limited to the Convention Centre (CC) Building and high side connectivity of CC building MEP services upto the 1st connection point of External TrunkMEP Infrastructure. 1.	Please confirm whether detailed check of construction quality is limited to visual checks. Since QA/QC checklists etc. is not mentioned in the RFP.	QA/QC is the part of RFP and have to do as per standard norms and IS code.

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5	3.2 Scope of services Page 16 of 100 Scope of work	As there is no mention of CCTV system, we understand that CCTV is excluded from scope. Please confirm	CCTV is excluded from the scope.
6	SCHEDULE-I: ELIGIBILITY CRITERIA AND DOCUMENT LIST Page 48 of 100 The firm should have completed the following project consultancy jobs ending 31stJan 2024	Request to allow substantially completed projects also. 3 For evaluation, substantially completed Project / Assignment means that the Bidder has received at least 80% of the professional fees /agreement value towards undertaking such Eligible Assignment.	No change
7	SCHEDULE-I: ELIGIBILITY CRITERIA AND DOCUMENT LIST Page 48 of 100 3 Certified copy of work order and completion certificate issued by the client on the letter head of the company	Requesting Authority to remove the requirement of work order and limit it to completion certificate issued by the client as certain WO are confidential, mostly in Govt projects.	No change
8	SCHEDULE-II: EVALUATION CRITERIA Page 52 of 100 1.2 Experience of consultancy in similar nature	Requesting for the definition of similar nature.	Similar work means design/audit of Convention Centre, Institutions, Commercial buildings, Office Complex and Hospitals having component of MEP services

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9	11.17.2 Page 77 of 100 That the Service Provider shall obtain insurance in the joint names of Service Provider and ITPO for its personnel, employees or workmen at its own cost and expenses for accidents/injuries/death which may occur during the course of performance/rendering of the Services and the Service Provider shall be solely responsible for payment of all claims /damages/compensation in case of accidents/injuries/death of any personnel, employees or workmen deployed by it for performing/rendering the Services.	Requesting to remove the requirement for providing the insurance in the joint names of Service Provider and ITPO and to allow the insurance already taken by the company fulfilling all the requirements	No Change
10	11.18 Page 78 of 100 Termination	Requesting Authority to include clause for termination rights by Technical audit consultant also .	Agreed and the clause shall be read as the following: ITPO and the Service Provider, both shall have the right to terminate this Agreement, without assigning any reasons whatsoever, by giving an advance written notice of 15 (Fifteen) days.

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11	<p>11.8 Force Majeure</p> <p>11.8.1 "Force Majeure" shall mean the conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the purview of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.:</p>	<p>Requesting to add "Pandemic and act of governemnt" also under the force majeure clause.</p>	<p>May be agreed</p>

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12	ADDITIONAL Request to cover third party reliance through addition of this this clause	<p>Requesting Authority to include the following third party reliance clause as a part of the agreement.</p> <p>Third party reliance clause</p> <p>“This Agreement shall not create any rights or benefits to parties other than the Client and the Consultant. The Client must not in any way (directly or indirectly) provide, allow or enable the Consultant’s documents to be included or referred to in any written material or relied upon by any third party. No party other than the Client shall have the right to rely on the Consultant’s documents rendered in connection with the Works. The Client shall indemnify and hold harmless the Consultant in respect of any claim or loss claimed whether in contract, tort or by statute, by any third party in respect of use or reliance on any of the Consultant’s documents or opinions.</p> <p>The Consultant shall not, through any act or omission, be taken to have waived any rights under this clause, unless the waiver is specifically agreed in writing.”</p>	Not Agreed

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13	ADDITIONAL Request to cover safety resilience through addition of this this clause	<p>Requesting Authority to include the following safety clause as a part of the agreement.</p> <p>Safety clause</p> <p>“Notwithstanding anything contained in this Agreement, in the event of Consultant’s personnel visiting the site to which the Services relate, they shall be regarded for all purposes as being Client’s consultants and shall not, under any circumstance, be deemed to have assumed the role of occupier or otherwise to have assumed control of or responsibility for the Site or any persons on it. Client shall maintain a safe workplace and environment at the Site which is as per the applicable laws and a failure to do so shall be regarded as a material breach of the client’s obligation under this Agreement.”</p>	Not Agreed