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Tender Title :		Selection of Property Management Agency for Operation and Maintenance Services at India International Convention and Exhibition Centre.			
Corrigendum Type :		Other			
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1	RESPONSE TO PRE-BID QUERIES AND CLARIFICATION OF BID VALIDITY DATE	Response to Pre-Bid Queries along with the date of bid validity have been uploaded	05-Jan-2024 05:35 PM	CORRIGENDUM2FINAL.pdf 	128.75

Name of Work: Selection of Property Management Agency for Operation and Maintenance Services at IICC Dwarka, New Delhi -

Tender ID: 2023_DIPP_784652_1

A. Response to Pre-bid queries				
S. No.	Description	Tender Condition	Queries/ Request	Reply
1	9.2.1	<p>"Applicable Law(s)" shall mean all central and state laws, bye laws, rules, regulations, notifications, circulars, guidelines, judgments, orders etc. as are in force or as may be brought into force from time to time including but not limited to Contract Labour (Regulation & Abolition) Act, 1970, Payment of Bonus Act, Minimum Wages Act, Inter State Migrant Workmen (Regulation of employment and Conditions of Service) Act 1979, Provident Fund Act, ESIC Act, The Child Labour Prohibition and Regulation Act, 1986, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961, Payment of Gratuity Act, 1972, Employee Compensation Act, 1923, Shops and Establishments Act, and other laws related to fire, safety, environment, lift, explosives etc;</p>	<p>1. Which minimum wages need to follow (State or Central)? Kindly clarify. 2. Will the revision of minimum wages be considered? Kindly clarify</p>	<p>1. Bidder to comply with the relevant latest minimum wages as per applicable laws as notified by the Labour Department, Govt. of NCT of Delhi OR Ministry of Labour & Employment, Govt. of India, whichever is applicable. 2. Bidder shall comply with minimum wages notified by the Govt. from time to time. No compensation to the bidder for revision in the minimum wages will be considered.</p>
2	Section D – BOQ for Property Management Services (Additional for Events) (A3)	Manpower cost - Ground staff	<p>During the event period, further Security Guards & Cashier will also be required, but there is no provision to quote for them. So please provide separate line item for quoting the same.</p>	<p>RFP provisions shall remain unchanged. The bidders should include any manpower like security guards, cashiers etc. in the relevant line item i.e. Parking Management/ Housekeeping, as applicable, of the relevant BOQ section i.e.; 7.21.4 of the RFP, so as to comply with the SLA requirements.</p>
3	13.16 SLA - Security Management Services	Use of Sniffer Dogs for vehicle & parking area scanning	<p>But, during the site survey, we were told that it is not required. Please confirm if required to provided.</p>	<p>Provision of sniffer dogs is required for security management services, as mentioned in Clause 13.16 of the RFP.</p>
4	12.10.7	AMC Management	<p>Please confirm whether service provider has to take AMC /CMC cost or equipment will under DLP ?</p>	<p>Please refer Clause 9.16.12; 9.18.2; 9.18.3 & 12.10.7 & Annexures 11 & 14 of the RFP.</p>
5		WTP, STP	<p>Please confirm whether routine maintenance, consumables for STP /WTP chemical cost will be borne by service provider client?</p>	<p>To be borne by the Service Provider.</p>
6	12.13.1 , 222	<p>The Service Provider will manage and administer the garbage and waste generated inside the property and shall provide garbage bins of appropriate sizes and colour codes as per Standards for proper collection of garbage at various waste disposal areas.</p>	<p>Quantity & Size of garbage bins and trolleys are not mentioned in the RFP, please confirm the same</p>	<p>RFP provisions shall remain unchanged.</p>
7		Solid Waste Management	<p>What will be the scope for Operator waste disposal? Who will segregate and feed the feeder?</p>	<p>Please refer Clause 12.13 of RFP.</p>
8		General query	<p>During the site survey, we understood that terrace garden, terrace pathways, planters etc. are removed. Solar panels are being installed in this. Please confirm if this is correct.</p>	<p>Terrace garden/green roof over Exhibition Halls - 1 & 2 are replaced with solar panels and terrace pathways. For details, please refer relevant RFP provisions, area statement in Chapter 8 and relevant drawings enclosed with RFP.</p>

9	Manpower Requirement		<p>The tender documents do not specify the manpower requirements for the execution of the work. We believe that including a clear outline of the minimum manpower needed would greatly enhance the transparency and fairness of the bidding process. This clarity would ensure that all bidders are on the same wavelength in terms of understanding the scope and scale of the project, which is crucial for accurately deriving our rates.</p> <p>In our experience, the absence of specified manpower requirements can lead to confusion and disparities among bidders. Some may propose plans with less manpower, while others might allocate more, leading to significant variations in bid proposals. This lack of uniformity can impact the evaluation process and might not reflect the true value and efficiency of the bids submitted. Therefore, we respectfully request that the IICC consider providing guidelines on the minimum manpower required for the successful execution of the project. This information would enable all bidders, including ourselves, to make well-informed decisions and submit proposals that accurately reflect the resources necessary to meet the project's objectives.</p>	RFP provisions shall remain unchanged.
10	General		Please clarify which wages to be taken? Delhi State or central?	Bidder to comply with the relevant latest minimum wages as per applicable laws as notified by the Labour Department, Govt. of NCT of Delhi OR Ministry of Labour & Employment, Govt. of India, whichever is applicable.
11	RFP Document, Page No. 254, Clause 12.20 - Parking management system	Parking Operation & Maintenance	What will be the process of Parking ticketing, collection of revenue and submission	The process is to be developed by the Service Provider as per RFP Clause no. 11.7 Sr.no. 14, pg. no. 154.
12	General		Building facade - What is the provision/system for cleaning the façade. Is the LED facade also part of the facade cleaning and is there any specific way /provision to clean it.	<p>Please refer Clause 12.16.3.16 of RFP</p> <p>Operation and maintenance of façade for buildings are to be carried out as per Clause no. 9.16 & 9.17. Routine maintenance of the LED media façade on the areas/ buildings occupied by the Operator is to be carried out by the Operator company and corrective maintenance, replacement/ renewal activities whenever required shall be carried out by the Service Provider.</p>
13	General		Medical facility available has a requirement of doctor and nurses. Will that come under PMA's scope?	Yes, please refer Annexure 5- Sl.no. 18, 19 & 20
14	Office Space for Service Provider/ PMA		Does service provider/ PMA has to pay rent and electricity charges for the office area provided to their team. If yes, what will be the rent charges/ month	Please refer Clause 11.2.4 of RFP
15	Page no 586 to 649 of RFP , Sr No 15 to 23 (Ventilation and Air Circulation Fans)	Annexure 11 - Equipment and Utilities List	It's mentioned that that the "Operation & maintenance work under scope of Service Provider / Operator Company including spares as specified in Section 9.16, 9.17 and 9.18". Since it's shown as the joint responsibility of service provider /operator agency, do we need to factor the cost of the spares and maintenance ?	The cost of all spares and consumables under routine maintenance (except routine maintenance under the scope of Operator Company as per the scope matrix for Occupied Areas given in Clause 9.17.2) and corrective maintenance for the entire project (except in respect of equipment whose CAMC shall be provided by the SPV as per Annexures 11 & 14), shall be borne by the Service Provider. However, the cost of any renewal / replacement shall be borne by the SPV. AMCs taken by SPV shall be managed by the Service Provider as per Clause 12.10.7 of the RFP.

16	Page no 651 , Sr No 1.7 & 1.8 (Diesel tank booster pump)	Annexure 11 - Equipment and Utilities List 1. Main Fire Pump Room – EH 03 Basement	It's mentioned that the "Operation & Maintenance work is under scope of Service Provider / Operator Company including spares as specified in Section 9.16, 9.17 and 9.18". Since it's shown as the joint responsibility of service provider /operator agency, do we need to factor the cost of the spares and maintenance ?	The cost of all spares and consumables under routine maintenance (except routine maintenance under the scope of Operator Company as per the scope matrix for Occupied Areas given in Clause 9.17.2) and corrective maintenance for the entire project (except in respect of equipment whose CAMC shall be provided by the SPV as per Annexures 11 & 14), shall be borne by the Service Provider. However, the cost of any renewal / replacement shall be borne by the SPV. AMC's taken by SPV shall be managed by the Service Provider as per Clause 12.10.7 of the RFP.
17	12.14.2 Plants, Trees, Shrubs and Hedges Maintenance		Please clarify on DLP period of Horticulture OEM.	Refer Clause 12.14 of RFP
18	General		Number of washrooms in the outer area.	Please refer RFP drawings
19	General		System available for cleaning outer façade.	Please refer RFP drawings
20	General	12.13.4 Hazardous Waste Management Services	Since we do not handle hazardous waste , need clarity on the below. 12.13.4 Hazardous Waste Management Services 1. The Service Provider is required to establish handling and disposal procedure under Environmental Health and Safety guidelines as per statutory requirements to properly dispose of hazardous waste.	As informed the pre-bid meeting, the hazardous waste is not envisaged, however, the Service Provider is expected to develop the handling and disposal procedure.
21	General	12.14.2 Plants, Trees, Shrubs and Hedges Maintenance 1. Service Provider will guarantee All Plants and Trees grown in the project area are in healthy condition throughout the year. Plant material shall be alive and in satisfactory growth condition at the end of the guarantee period	4.Need clarity on guarantee of plants 12.14.2 Plants, Trees, Shrubs and Hedges Maintenance 1. Service Provider will guarantee All Plants and Trees grown in the project area are in healthy condition throughout the year. Plant material shall be alive and in satisfactory growth condition at the end of the guarantee period	Refer Clause 12.14 of RFP
22	General		Require clarity on Media Façade cleaning.	Please refer Clause 12.16.3.16 of RFP Operation and maintenance of façade for buildings are to be carried out as per Clause no. 9.16 & 9.17. Routine maintenance of the LED media façade on the areas/ buildings occupied by the Operator is to be carried out by the Operator company and corrective maintenance, replacement/ renewal activities whenever required shall be carried out by the Service Provider.
23	Clause 2.7.3;	Performance Guarantee	The performance guarantee should be invoked only upon non-performance that is in line with the agreed SLAs. The BG cannot be irrevocable and unconditional.	RFP provisions shall remain unchanged.
24	Section 6	Independent External Monitors		Query not clear
25	9.9.2	The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereto for the time being in force. The arbitration proceedings shall be held at New Delhi by a Sole Arbitrator who shall be appointed by SPV and whose decision shall be final and binding upon the Parties. The Service Provider hereby confirms that he/she/it shall have no objection to this appointment.	Arbitrator to be appointed mutually. Refer Judgment: Perkins Eastman Architects DPC & Anr. versus HSCC (India) Ltd. (decided on 26.11.2019), The Hon'ble Supreme Court held that the person who has interest in the outcome of the decision of the dispute must not have the power to appoint a Sole Arbitrator. Thus, the appointment should be mutual.	RFP provisions shall remain unchanged.

26	9.21.1	That the Service Provider shall perform its Services in fully safe, secure and compliant manner and shall be fully responsible for safety and security of Premises, Building(s) and/ or any person or property in or around the Building(s) / Premises as per scope of work covered under Scope of Services of this Agreement.	Service Provider shall perform its Services in fully safe, secure and compliant manner and shall be responsible for safety and security of the Property as per the scope of work covered under Scope of Services of this Agreement.	RFP provisions shall remain unchanged.
27	9.23.7	The Service Provider shall at all times abide by the Applicable Law(s) and shall always ensure procurement and possession of all Approvals required from the competent authorities for performance of all obligations hereunder.	To be added:- The SPV shall comply with all Applicable Laws to its payment obligations arising under this Agreement, including but not limited to (i) Maternity Benefits, (ii) Leaves etc. With respect to employees' leaves, the SPV agrees to pay costs of the same as per Central and/or State and/or local laws, as the case may be.	RFP provisions shall remain unchanged.
28	9.27.2	The Service Provider shall obtain insurance in the joint names of Service Provider and the SPV	The Service Provider shall obtain insurance in its name and can share the certificate with the SPV on request.	RFP provisions shall remain unchanged.
29	9.27.10	The limitation of liability shall not be construed as providing the Service Provider with any limitation or exclusion from liability which is prescribed under any Applicable Law.	Indemnity is unilateral below clauses to be added:- The SPV agrees to keep Service Provider indemnified against any and all loss, damage, costs, expenses, penalties, payments and liability whatsoever including reasonable legal fees which Service Provider may suffer or incur as a result of SPV's, its employees', its services providers or contractors or any third parties' negligent acts, commissions and/or omissions under this Agreement, or any other acts performed by Service Provider as per SPV's instructions beyond the scope of work as agreed under this Agreement. The SPV shall reimburse Service Provider any additional expenses or cost incurred by Service Provider including any legal and/or reasonable attorneys' fees on actuals in relation to any dispute / claim / legal proceedings initiated by the SPV, and/or any tenant/ resident / third party in relation to the Services provided by Service Provider to the SPV, with no fault of Service Provider and/or sub-contractors.	RFP provisions shall remain unchanged.
30	9.29.2.v;	any other acts, deeds or things which the Service Provider may commit or fail to perform in terms of this Agreement or any other document, if any, or as required pursuant to this Agreement which in the opinion of SPV amounts to an event of default and the Service Provider agrees and confirms that the decision of SPV in this regard shall be final and binding on the Service Provider and the Service Provider fails to rectify/cure to the satisfaction of SPV any default specified in this Agreement, within 7 (seven) days of being intimated of such default by SPV.	There should be a minimum 2 months of notice period in case of termination, with cause in addition to a cure period of one month.	RFP provisions shall remain unchanged.
31	9.29.5;	IICC shall have the right to terminate this Agreement, without assigning any reasons whatsoever, by giving an advance written notice of 30 (thirty) days to the Service Provider.	There should be a minimum 2 months of notice period in case of termination, without cause.	RFP provisions shall remain unchanged.
32	9.29.6	Service Provider shall have the right to terminate the Agreement by giving 3 (three) months' notice in case SPV fails to perform its obligations under the Agreement despite being given 2 months advance written notice to cure such default.	The Service Provider shall have the right to terminate without cause by giving 2 (two) months' notice. The Service Provider shall terminate the agreement by giving 2 (two) months' notice despite being given 1 month advance notice to cure such default.	RFP provisions shall remain unchanged.

33	9.29.7.v	In the event this Agreement is terminated on account of breach by the Service Provider of any provision or obligations stated in the agreement, the Service Provider shall further be liable to bear and pay the complete cost of identifying, evaluating and sourcing a timely replacement of a Service Provider in its place for the purposes of operations, management and maintenance of the Building(s).	The Service Provider cannot bear the cost of another service provider.	RFP provisions shall remain unchanged.
34	11.2.4	Office set-up, furniture, equipment to be provided by Service Provider at no cost to SPV	Any equipment required for the functioning of property management office for IICC shall be the responsibility of IICC. In case, IICC is unable to provide such equipment to the Service Provider for its proper functioning, the equipment & furniture shall be procured by the Service Provider and billed to the IICC.	RFP provisions shall remain unchanged.
35	11.2.4	Electricity & Water to be provided to Service Provider on chargeable basis.	All utilities to be provided to the Service Provider free of cost since the Service Provider has been appointed by the SPV for the management of its property and is not occupying the premises as a tenant.	RFP provisions shall remain unchanged.
36	12.1.6.f.4	perform drug testing on those Service provider and Contractor personnel for which reasonable doubt, complaint or probable cause has been determined.	What drug tests that are being referred to? Medical Tests cannot be conducted.	RFP provisions shall remain unchanged.
37	12.5.3.d	Service Provider staff to be trained in providing emergency first aid and CPR at each location.	Only the staff being deployed at the Disaster Management room shall be trained in providing basic first aid.	RFP provisions shall remain unchanged.
38	12.6.1.g	It is the responsibility of Service Provider to get a fresh ISO certificates for the project and sustenance of the same till the Agreement End Date.	The service provider shall facilitate to get the required certifications on behalf of the SPV.	RFP provisions shall remain unchanged.
39	12.9.2	The Service Provider may be asked to perform Capital or Expense projects. The decision to assign these will be on a case-by-case basis at mutually agreed cost.	In any such case, where an additional requirement of manpower or material/tools, arises, the cost towards this additional requirement shall be borne by the SPV.	RFP provisions shall remain unchanged.
40	12.5.3	Emergency Medical Support	Medical services are not covered under the real estate facility management services.	RFP provisions shall remain unchanged.
41	13.2.18	All emergency communications to be made within 10 minutes to SPV management. Record for such communications shall be verified from Disaster Management logs.	What is defined as an Emergency communication?	As per Clause 12.5, the Service Provider shall maintain and develop IICCL's Emergency services and Disaster management programs (ESDMP) and ensure full implementation and compliance of these services in the project. Based on ESDMP, the Service Provider shall communicate to SPV within 10 minutes of occurrence of emergency situations such as, earthquake, fire incidents, flooding, commotion due to labour / staff unrest, riots, security and surveillance threats / terrorist attack, shutdown / downtime of equipment that jeopardises any event or property losses thereof, theft and damage to component of buildings / facilities and the like untoward incidents.
42	13.2.19	All communications with Occupants and Users to be made in defined business protocol and courtesy and no deviation shall be recorded. Maximum complaints should not exceed more than 2 in a quarter.	There cannot be a cap on the number of complaints received. We can agree on the timelines to respond to the complaints.	RFP provisions shall remain unchanged.
43	13.3.1	Cooperation and necessary support is provided to Occupants and Users for their move in inside the property and no complaint to be recorded on this account.	The agreement with the occupants would be with the SPV. The service provider cannot ensure no complaints.	RFP provisions shall remain unchanged.
44	13.4	SLA – Compliance Management	Compliance management has to be a joint responsibility, as all statutory fee is to be paid by the SPV.	RFP provisions shall remain unchanged.

45	13.4	Provide Acoustic enclosure with an insertion loss of minimum 25 dB(A) in an acoustic room before operation of the Diesel Generator sets and thereafter	This parameter shall be maintained, provided the parameters are tested and recorded at the time of handover by the Projects Team.	RFP provisions shall remain unchanged.
46	Environmental Compliances	Consent To Operate	CTO is to be obtained by the SPV.	RFP provisions shall remain unchanged.
47	Environmental Compliances	Monitoring of stack emissions, influent & effluent of STP and noise level outside DG room, ground water, ambient air, soil, ES and submission of Six-monthly Report. (Adequate Green Belt is maintained for controlling noise levels around the periphery of the Building)	This depends on the design parameters. This shall be maintained, provided the parameters are tested and recorded at the time of handover by the Projects Team.	RFP provisions shall remain unchanged.
48	Environmental Compliances	Noise levels below 65 dB(A) Leq during day time and 55 dB(A) Leq during night time for Commercial area and 75dB(A) Leq during day time and 70dB(A) Leq during night time for industrial area	Depends on the design parameters of the DG set.	RFP provisions shall remain unchanged.
49	13.4	Obtaining and renewal of Certifications/ Clearances for all the security devices related to radioactive / X-Ray equipments	This has to be a joint responsibility as the fee needs to be paid by the SPV	RFP provisions shall remain unchanged.
50	Maternity Benefits	Maximum leave of 12 weeks (with wages) given to a woman of which not more than 6 weeks preceded the date of her expected delivery.	As per the Maternity Benefits Act (Amendment) 2017, the duration of paid maternity leave for women employees has increased from 12 weeks to 26 weeks.	Service Provider to ensure that all the latest statutory guidelines are met and complied at its own cost.
51	13.6 SLA - Emergency & Disaster Management	Emergency Response Support SPV management is informed for all emergency situations within 10 minutes of first report.	Emergency needs to be defined.	As per Clause 12.5, the Service Provider shall maintain and develop IICCL's Emergency services and Disaster management programs (ESDMP) and ensure full implementation and compliance of these services in the project. Based on ESDMP, the Service Provider shall communicate to SPV within 10 minutes of occurrence of emergency situations such as, earthquake, fire incidents, flooding, commotion due to labour / staff unrest, riots, security and surveillance threats / terrorist attack, shutdown / downtime of equipment that jeopardises any event or property losses thereof, theft and damage to component of buildings / facilities and the like untoward incidents.
52	Fitout Management	No report for any incident related to EHS and Fire safety during Fitout period inside the Occupant's premises.	The Service Provider cannot be responsible for the works carried out by the occupant or its contractors.	RFP provisions shall remain unchanged.
53	13.11 SLA - Engineering O & M Services - Operational Diesel Generator	DG Efficiency at 30% Loading DG Efficiency at 50%-65% Loading DG Efficiency at 70-80 % Loading	This depends on the design parameters. This shall be maintained, provided the parameters are tested and recorded at the time of handover by the Projects Team.	RFP provisions shall remain unchanged.
54	13.11 SLA - Engineering O & M Services - Operational Transformer	Transformer Earthing: 0.5-1.0 ohm	Provided the parameters are recorded at the time of handover.	RFP provisions shall remain unchanged.
55	13.11 SLA - Engineering O & M Services - Operational STP/WTP	pH value of treated Water: 6-9	Subject to conditions at handover.	RFP provisions shall remain unchanged.

B. DATE OF BID VALIDITY

As per Clause 5.7 Validity of Bid RFP, the bid validity is 180 days from the date of submission of BIDs (the "Bid Due Date")..
As the last date of submission of bids is 25-01-2024, hence Bid Validity is upto 23-07-2024