

RFP for Appointment of Independent Engineer for MSW Project at Berhampur by Berhampur Municipal Corporation implemented through Design Build Operate and Transfer (DBOT) mode

Prebid clarifications

SL No	Clause Reference/Description	Queries	Clarifications
1	Point No. 2.1.2 (b) Instruction to Bidders, Page 4 Bidder must ensure that they submit the evidence of eligibility criteria on turnover net worth as on 31 March 2016	Request you to consider the net worth and turnover as on 31 st March 2017	Please refer Addendum
2	Point No. 2.1.2 (b) Instruction to Bidders, Page 4 Bidder or Consortium shall have jointly average annual turnover of at least Rs.3 Crore in last 3 years	The EMD to be paid is Rs.1.5 Lakh, also performance security of 10% is sought. Hence, request you to reduce Criteria to Rs.1 Crore	As per RFP, no Change
3	Point no 2.18 page 11 Bidder shall submit EMD of Rs.1,50,000 in Demand Draft	Request you to also provide option for submitting Bank Guarantee or Demand Draft	Bidder can submit EMD in Prescribed format enclosed in Annexure of Addendum subject to confirmation from local bank before opening of Price Bid. Refer Addendum Please refer Addendum
4	Annexure 1, Terms of Reference, Page 25	What is the approximate project cost under" the scope of work of operator for SWM Project" /	Rs.42.15 Cr
5	2.18.1 Security bid:- Bid security of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of	Bid security in form of BG for Rs. 1,50,000 from	Please refer Addendum

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	a Demand Draft issued by Nationalised/ Scheduled Banks in India in favor of the “ The Secretary, OUIDF ” payable at Bhubaneswar (the "Bid Security")	Nationalised/ Scheduled Banks	
6	3.1.3 Personnel deployment - Project Manager and other staff to be at site for 24 months .	Not possible to be there continuously. Breaks and leaves will have to be granted, including weekly holiday.	Weekly Holiday and other Govt Holidays will be exempted
7	Section -page - 35 - Payment schedule 70% of total Consultancy fee will be paid in lieu of monthly bills submitted by the Operator and certified by Independent Engineer	This is not PRACTICAL. In case, for some reason the Contractor stops work, the IE will be penalised for none of HIS FAULT. Secondly, in case, the period of construction work gets extended DUE TO REASONS BEYOND CONTROL OF IE, DOES I MEAN THAT IE WILL NOT BE PAID AT ALL. Suggestion:- The IE payment should be done on monthly basis for 24 months period. i.e the total price quoted by the bidder should be divided by 24 months to arrive at the pr month fee of the IE. The 1 st month bill should be paid in the 1 st	This is a lumpsum based assignment not Time based assignment. As per RFP , no change

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		week of the 2 nd month and so on	
8	1.Performance Security Consultant has to submit Performance Security of 10% of Contract value before entering into Agreement. Performance Security validity should be 36 month from signing of Agreement and will be released after successful completion of services by the Consultant by selected operator of BEMC subject to deduction if any as per terms & conditions of Contract.	Performance Guarantee be permitted in the form of Bank Guarantee from Nationalised/ Scheduled Banks	Please refer 2.18.2
9	Monthly Bill payment	IE shall raise monthly bills, based on Total Fee divided by assignment period and cannot undertake burden of non-performance either by Operator or BEMC. This is also not to be linked with any attendance, but to performance. May kindly consider	Mentioned at Sl No.7
10	(Page No. 4 Ref: 2.1.2 a) The Bidder/Consortium Member shall have successfully completed one similar project involving fee of Rs.25 lakhs and above or for an ongoing project experience of minimum one year with fee received for Rs.25 Lakh as an Independent Engineer / Project Management Consultancy / Authorities Engineer /Construction Supervision in last 10 (Ten) years from the date of publication of the RFP. The proof	PMC & DPR work of SWM project with combine contract consultancy fee of Rs. 25 Lakhs (i.e. 20Lakhs PMC + 5 Lakhs DPR) may also be considered. i.e. DPR work may also be considered, as the experience of	Refer Addendum

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	of such engagement shall be provided in the form of client Work Order and Completion Certificate (or Client Certificate of satisfactory services for ongoing project) with details of Scope of Work, date of start and completion of assignment and Consultancy fee value.	preparation of DPR is necessary to carry out this work.	
11	(Page No. 4 Ref: 2.1.2 c) For the purpose of clause 2.1.2 a) "Similar Projects" are defined as a. Solid Waste Management Project with Processing / Treatment and Landfill / Disposal Facility b. Hazardous Waste Treatment Disposal Facility. c. Industrial Park / SEZ project with Treatment / Processing and Landfill / Disposal Facility as an integral component of the Project. d. Any Industrial Project with Waste Treatment and Disposal as an integral component of the Project.	Underground sewerage project may also be considered as eligible experience.	Refer Addendum
12	Page No. 21 Eligible Project means design of SWM Projects involving processing facility of 50 TPD Capacity. SWM Expert shall have carried out at least one Eligible Project.	SWM Expert: Eligible Project means design of SWM Projects involving processing facility of 5 TPD Capacity may also considered	Refer Addendum
13	Page No. 36 Consultant has to submit Performance Security of 10% of Contract value before entering into Agreement. Performance Security validity should be 36 month from signing of Agreement and will be	Performance security of 10% may please be reduced to 5%.	As per RFP, no Change

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	released after successful completion of services by the Consultant by selected operator of BEMC subject to deduction if any as per terms & conditions of Contract		
14	<p>Page No. 79 clause Ad 3.5.5 & Ad 3.5.6</p> <p>3.5.5 : During the Contract Period if Project Manager is substituted /replaced then 10% of outstanding fee per man month of the Project Manager position mentioned in Financial Proposal will be deducted for remaining period of Contract, for other personnel 5% of outstanding fee per man month mentioned in the Financial Proposal will be deducted for remaining period of Contract. The total compensation towards penalty of this clause should not exceed 20% of Contract Value</p> <p>3.5.6:If the Consultant terminate the contract of, or replace, any staff during the Contract period, the costs thus accrued shall be borne by the Consultant. The OUIDF shall may ask for replacing the staff member, if the staff member in question does not meet the requirements or has violated Paragraph 1.13 [Conduct], the cost shall be borne by the Consultant</p>	This clause may be deleted	<p>3.5.5: Refer Addendum</p> <p>3.5.6: As per RFP,no Change</p>
15	<p>Page No. 70</p> <p>If the Consultant fails to perform any of the Services under this Contract within the requisite time period, for reasons he must warrant, the OUIDF shall, unless the Special Conditions Include derogation, be authorised to inflict a</p>	No Penalty charges be recovered from consultant	As per RFP, No Change

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	penalty of 0.5% of the Order Value for every week of delay, subject to a cap of 8% of the Contract Value. Beyond such penalty, the OUIDF may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected		

Addendum

SL No	Clause Reference	Description	Revised Description
1	Clause No.2.1.2.(a)	The Bidder/Consortium Member shall have successfully completed one similar project involving fee of Rs.25 lakhs and above or for an ongoing project experience of minimum one year with fee received for Rs.25 Lakh as an Independent Engineer / Project Management Consultancy / Authority Engineer /Construction Supervision in last 10 (Ten) years from the date of publication of the RFP. The proof of such engagement shall be provided in the form of client Work Order and Completion Certificate (or Client Certificate of satisfactory services for on going project) with details of Scope of Work, date of start and completion of assignment and Consultancy fee value	The Bidder/Consortium Member shall have successfully completed one similar project involving fee of Rs.20 lakhs and above or for an ongoing project experience of minimum one year with fee received for Rs.20 Lakh as an Independent Engineer / Project Management Consultancy / Authoritys Engineer /Construction Supervision in last 10 (Ten) years from the date of publication of the RFP. The proof of such engagement shall be provided in the form of client Work Order and Completion Certificate (or Client Certificate of satisfactory services for ongoing project) with details of Scope of Work, date of start and completion of assignment and Consultancy fee value
2	Clause No.	Bidder or	Bidder or Consortium shall have

SL No	Clause Reference	Description	Revised Description
	2.1.2(b) Conditions of Eligibility of Bidders	Consortium shall have jointly average annual turnover of at least Rs.3(Three) Crore from Consultancy Business in last 3(three) years. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover & positive networth as on 31 st March 2016 in the form of audited financial statements signed by Chartered Accountant for the last 3(three) Financial Years	jointly average annual turnover of at least Rs.3(Three) Crore from Consultancy Business in last 3(three) years. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover & positive networth as on 31 st March 2017 in the form of audited financial statements signed by Chartered Accountant for the last 3(three) Financial Years
3	Clause No.2.18.1 Bid Security	The Bidder shall furnish as part of its Proposal, a bid security of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of a Demand Draft issued by Nationalised/ Scheduled Banks in India in favor of the "The Secretary, OUIDF" payable at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from PDD except in case of the two highest ranked Bidders	The Bidder shall furnish as part of its Proposal, a bid security of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of a Demand Draft or Bank Guarantee issued by Nationalised/ Scheduled Banks in India in favor of the "The Secretary, OUIDF" payable at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from PDD except in case of the two highest ranked Bidders The Format of Bank Guarantee is enclosed in Annexure-I

SL No	Clause Reference	Description	Revised Description
4	Clause no. 2.1.2 (c) Similar Project	For the purpose of clause 2.1.2 a) "Similar Projects" are defined as a. Solid Waste Management Project with Processing / Treatment and Landfill / Disposal Facility b. Hazardous Waste Treatment Disposal Facility. c. Industrial Park / SEZ project with Treatment / Processing and Landfill / Disposal Facility as an integral component of the Project. d. Any Industrial Project with Waste Treatment and Disposal as an integral component of the Project.	For the purpose of clause 2.1.2 a) "Similar Projects" are defined as a. Municipal Solid Waste Management Project with Processing / Treatment and Landfill / Disposal Facility b. Hazardous Solid Waste Treatment Disposal Facility. c. Industrial Park / SEZ project with Solid Waste Treatment / Processing and Landfill / Disposal Facility as an integral component of the Project. d. Any Industrial Project with Solid Waste Treatment and Disposal with landfill as an integral component of the Project.
5	Clause no 3.1.4 Eligible Project for SWM Expert	Eligible Project means design of SWM Projects involving processing facility of 50 TPD Capacity. SWM Expert shall have carried out at least one Eligible Project.	Eligible Project means Design/ DPR preparation as DPR Consultant or Design Review as Project Management Consultant or Authority Engineer or Independent Engineer of SWM Project involving processing facility of 50 TPD Capacity. SWM Expert shall have carried out at least one Eligible Project.
6	Special Condition of Contract Clause Ad 3.5.5	During the Contract Period if Project Manager is substituted /replaced then 10% of outstanding fee per man month of	During the 1st Year of Contract Period if Project Manager is substituted /replaced then 10% of outstanding fee per man month of the Project Manager position mentioned in Financial Proposal will be deducted for

SL No	Clause Reference	Description	Revised Description
		<p>the Project Manager position mentioned in Financial Proposal will be deducted for remaining period of Contract, for other personnel 5% of outstanding fee per man month mentioned in the Financial Proposal will be deducted for remaining period of Contract. The total compensation towards penalty of this clause should not exceed 20% of Contract Value</p>	<p>remaining period of Contract, for other personnel 5% of outstanding fee per man month mentioned in the Financial Proposal will be deducted for remaining period of Contract. The total compensation towards penalty of this clause should not exceed 10% of Contract Value</p>

Annexure-I

WHEREAS,(name of Bidder or Lead Member of JV) (hereinafter called "the Bidder") has submitted its Bid (hereinafter called the "Bid") dated (date) for the performance of (name of Contract).

KNOW ALL PEOPLE by these presents that We (name of Bank) of (name of country) having our registered office at (here in after called "the Bank") are bound to The Secretary, OUIDF, 4th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-23, Odisha (hereinafter called "the EMPLOYER") for the sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousands only) for which payment well and truly to be made to the said EMPLOYER, the Bank binds itself, its successors, and assigns by these presents.

The CONDITIONS of this obligation are:

- (1) if the Bidder withdraws its Bid during the Bid Validity Period; or
- (2) if the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of Bid validity,
 - (a) fails to sign the Form of Contract in accordance with and when required by Clause 2.25 of the RFP 5/OUIDF-178/dt. 25.11.2017
 - (b) fails to provide the performance security to the Employer in accordance with and when required by Clause 2.18.2 of the RFP 5/OUIDF-178/Dt.25.11.2017 . We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

This Guarantee will remain in full force up to and including 45 days after the expiry of the Bid Validity Period (180 days from Proposal Due Date) and it may be extended by the Employer in accordance with the Bidding Documents, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date or the extended date.

SEALED with the Common Seal of the said Bank this day of, [Year].

WITNESS SIGNATURE OF THE BANK

(signature, name and address)

SEAL

Name:

Position: