



## Berhampur Municipal Corporation

No.-8046/E-III/16/14

Dt. 4/07/2014

### **Pre-bid for the bid process for the proposal for appointment of Independent Engineer for SWM Project in Berhampur**

Berhampur Municipal Corporation has initiated a SWM project to finance, construct, operate and maintain a landfill and processing facility for waste collection, transportation, disposal and treatment through PPP mode for which the Corporation has executed a concession agreement with UPL Environmental Engineers Limited.

Please find below the response to the pre-bid queries. Also please find the annexures with the following updated clauses:

#### **Annexure-1**

Updated Technical criteria of : Clause 2.15.2 of RFP of Independent Engineer

#### **Annexure -2**

Original Clause 7.1.2 of Independent Engineer Agreement

Update clause 7.1.2 of Independent Engineer Agreement

#### **Annexure-3:**

Update appendix 3 of the RFP of the Independent Engineer.

**The Bid Due date is :17.7.14**

For further information contact:

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Sd/-04/07/2014

**Berhampur Municipal Commissioner  
Berhampur Municipal Corporation**

No.	Clause No. as per RFP/IE Agreement	Point of Queries	Comments/ Clarifications required by Bidder	BMC Response
<b>Bidder 1 queries</b>				
1.a	General	On Budget	What is the estimated budget for the project	The bidder is responsible for making his own budget estimations with regards to costs for the project.
1.b.	General	On Contract	If the contract for the IE be made for a period of 5 years or the contract would be renewed every year	As per clause 14.1 of Annexure-1 of the Independent Engineer (IE) Agreement, the services of the IE will be availed for a period of 5 years. Any further extension beyond this time period will be extended on mutual agreement between BMC, BWMCP and the IE
2.	Clause 3.1.1 RFP pg.14	Standards of Performance The IE shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional Techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The IE shall always act in the interest of the Project and legitimate interests of the corporation	The Consultant would like to ask for an elaboration on the clause – especially employment of appropriate advance technology and safe effective equipment, machinery, material and methods.	What the clause indicates is that the appointed Independent Engineer and his team must follow the standard good industry practices and deploy technology for the delivery of the service.
3.	Clause 3.12, RFP Pg-20	Accuracy of Documents: The IE shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of	The Consultant would like to request that the cost for any kind of re-survey and investigations be partly bearded by the IE and partly by the Authority	The cost of any survey that need to be undertaken again on account of negligence and / or short comings of the IE will not be borne by the Authority (BMC).

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		Clause 3.4, it shall indemnify the Corporation against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the IE or arises out of its failure to conform to good industry practice. The IE shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.		
4.	Clause 4.6, RFP Pg-22	Resident Team Leader and Project Manager: The person designated as the Team Leader of the IE's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the IE shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services. The Civil Engineer shall be the project manager during the construction phase, while the Team leader will take over the role of the Project Manager during the operation phase.	Please clarify if the Consultant should appoint an additional expert as a Project Manager apart from the Team Leader and the given team structure in clause 4.2.3 , p.g 21 of the RFP?	The personnel to be employed has been specified in clause 2.1.3 of the of the RFP of the IE.  For addition of any extra personnel refer clause 4.3.2 of the IE Agreement
5.	General	On the IC activities and Penalty Charges	Please clarify what amount to be levied as penalty to the concessionaire in case of non-performance by the IC?	With reference to clause 7.1.1 of the IE Agreement, The IE shall furnish bank guarantee in the format of a bank guarantee as per the template stated in Annexure 3 of the Independent Engineer Agreement to provide for performance security (the "Performance Security"), 10% (ten per cent) of 60

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				times the monthly quoted fee. The Performance Security shall be returned to the IE at the end of 18 (eighteen) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.
6.	General	Page limitation for the whole proposal	The Consultant would like to ask for clarification on the specification of page limit for Consultant's organization and Experience and the Approach, Methodology and Work Plan Section. i.e The Technical Proposal Page Limit.	There is no limit on the technical proposal. Please lay emphasis on being precise.
7.a.	General	On the IC activities and Penalty Charges	Please clarify what amount to be levied as penalty to the concessionaire in case of non-performance by the IC?	Please refer to updated clause 7.1.2 of the agreement provided in annexure-2 below.
7.b.	General	On the IC activities and Penalty Charges	We request BMC to provide the details about the status of work done till date? Do we need to monitor the work that has already been done since 2013 viz. the constructions already done?	As per section 2.6 "Site visit and verification of information" of the RFP of the IE- Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site,

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				<p>Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Bidders on dates, time and venue as specified in Clause 1.9.</p> <p>Please note that the period for fulfilling the conditions precedents is under progress, hence no construction activity has commenced. Hence construction of the project is yet to commence.</p>
8.a)	General	On the Responsibilities of the selected IE	Please clarify if the office for the consultant will be provided by concessionaire for better project co-ordination and monitoring?	The IE team is responsible for making arrangements for its office space. The costs incurred if any by the bidder can be priced in their monthly quoted fee in the bid proposal.
8.b.	General	On the Responsibilities of the selected IE	Please clarify if additional responsibilities may be vested to the selected bidder during the contract phase?	Please refer Annex-1 "Terms of Reference" of the IE Agreement to understand the roles of the IE during various phases of the contract.
9	Additional Point	Extension of Date Submission of the Proposal	Keeping in view the time required to finalize the Technical and Financial Proposal after receipt of the clarifications it is recommended that a minimum period of <b>3 weeks be given after issue of the</b>	The proposal submission date shall remain 17.7.2014.

			<p><b>Minutes / Clarifications.</b> This aspect may please be considered in fixing the date for submission of the proposal</p>	
<b>Bidder 2 queries</b>				
1.	Clause 2.2,2	Eligibility of Bidders	<p>As per understanding of the clause, 100% owned, Indian Registered Subsidiary of an international consultant will be considered a Business Entity of the Parent Company and will be allowed to claim technical and financial credentials of the parent company.</p>	<p>As per clause 2.3.3 of the RFP of the Independent Engineer the term "Associate" is defined as:</p> <p>For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.</p> <p>A firm or its 'Associate' is allowed to Bid for the project, if the firm or its "Associate" employs key personnel who meet the</p>

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				technical criteria and financial criteria stated in clause 2.15 of the RFP of the Independent Engineer and ensure that they are deployed at the site as per clause 4.2 of the RFP of the IE.
<b>Bidder 3 queries</b>				
1	Page 37 of Schedule 1 of RFP of IE:	Terms of reference Contract duration for consultancy is not defined	Request to clearly indicate the contract duration	As per clause 14.1 of Annexure-1 of the I.E Agreement, the services of the IE would be availed for a period of 5 years. The appointment period may be extended further on mutual agreement on the same terms and conditions at the discretion of the Corporation.
2	clause 2.15.2 ( c ) of page 22 of RFP of IE	Regarding firm credentials it is indicated that company should have done assignments 'at least one project as an independent engineer of integrated Solid waste Management project with a min size of 60 tons per day	Since such experienced firms are fewer available in India. Hence it may be pursued to revise to incorporate Firm which have experience in Project Management consultancy / IE experience in infrastructure as well.	Kindly refer Annex-1 below for the response.
4	Clause 2.1.3	requirement of three Key personal and 2 support staff to undertake IEC activities	Is it required to deploy all the staff including Team leader at the facility on permanent basis	Kindly refer section 4.2.3 of the Concession Agreement that deals with the IE Personnel.
5	Clause 2.1 '	Instruction to bidder' scope of work is not defined clearly'	Please define clearly the scope of	The scope of work and the role and functions of the IE at every stage of the

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			work for IEC or consultancy team.	project have been defined in Annexure-1 "Terms of Reference" of the IE Agreement.
6	As per page 11 of clause 2.1.3	There is a requirement of three Key personal and 2 support staff to undertake IEC activities	Please define clearly no. of staff which needs to be deployed at project from IEC team and their duties or responsibilities which needs to be performed.	Refer clause 2.13 of the RFP of the Independent Engineer for the roles and responsibilities of the key personnel.  Refer to sub-clause 4.2.3 of the IE Agreement to understand the duration of deployment of the key personnel.
7	General	Office space for IE team.	Where will be the office for IEC team? Is the concessionaire or BMC would provide office space.	The IE is responsible for making arrangements for its office space. The costs incurred, if any by the bidder can be priced in their monthly quoted fee in the bid proposal.
8	General	Deployment of personnel.	How many days each staff needs to be deployed at project town	The duration of the deployment of the personnel has been stated in clause 4.2.3 of the IE Agreement
9	Clause 2.16.2 of RFP	Survey Cost	Generally survey cost has to be borne by the concessionaire. Request for review and revision	Any survey that is to be conducted by the IE as stated in clause 2.16.2 of the RFP of the IE -must be discussed with BMC and BWMPCL and that decision will be taken accordingly.
10	General	Terms of Payment	Terms of payments is not defined in RFP	The payments to the IE have been stated in Section 6 of the IE Agreement
11	General	Concession Agreement	Draft concession agreement is not	The Independent Engineer Agreement for the IE was



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			uploaded from the RFP	uploaded on 21st June 2014 on BMC website.
12	Clause 7 of IE Agreement	Performance guarantee		Plases refer updated clause 7.1.1 stated in annexure-2 below

### **Annex-1: Technical Criteria for the Proposal**

A. The Consultancy Team (the "Consultancy Team") shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

1. Solid Waste Management Expert (Team Leader)
  - a. Graduate or Post Graduate degree in Environment Sciences / Environmental Planning with minimum 10 (ten) years experience as on PDD.
  - b. The Team Leader should have executed\* as an Independent Engineer **OR** Project Management Consultant undertaken three assignments involving:
    - i. Construction and operation of scientific landfill(s)
    - ii. Collection & transportation of Municipal Solid Waste,
    - iii. Construction and/or Operation of a Municipal Solid Waste Processing Facility
    - iv. Environment and Social Impact Assessment of a Municipal Solid Waste Management Facility.

*\* Executed implies that the Team Leader has led or has been part of the Independent Engineer Team or Project Management Team.*

#### **OR**

The Team Leader should have prepared\* Detailed Project Reports, for at least 3 (three) Projects that comprise:

- I. Construction and/or Operation of a Scientific landfill(s)
- II. Collection & transportation of Municipal Solid Waste,
- III. Construction and/or Operation of a Municipal Solid Waste Processing Facility
- IV. Environment and Social Impact Assessment of a Municipal Solid Waste Management Facility.

*\*Prepared means that the Team Leader should have led the team which has developed the Detailed Project Reports.*

2. Environmental Engineer
  - a. Graduate or Post Graduate degree in Environment Sciences / Environmental Planning with minimum 10 (ten) years experience as on PDD.
  - b. The Environmental Engineer should have executed\* as an Independent Engineer **OR** Project Management Consultant three assignments involving:
    - I. Construction and operation of scientific landfill(s)
    - II. Collection & transportation of Municipal Solid Waste,
    - III. Construction and/or Operation of a Municipal Solid Waste Processing Facility

IV. Environment and Social Impact Assessment of a Municipal Solid Waste Management Facility.

**\* Executed implies that the Environmental Engineer has led or has been part of the Independent Engineer Team or Project Management Team.**

**OR**

The Environment Engineer should have prepared\* Detailed Project Reports, for at least 3 (three) Projects that comprise:

- I. Construction and/or Operation of a Scientific landfill(s)
- II. Collection & transportation of Municipal Solid Waste,
- III. Construction and/or Operation of a Municipal Solid Waste Processing Facility
- IV. Environment and Social Impact Assessment of a Municipal Solid Waste Management Facility.

*\*Prepared means that the Environment Engineer should have led the team or been part of a team which has developed the Detailed Project Reports.*

3. Civil Engineer

- a. BE/ B. Tech (Civil Engineering) with minimum 5 years of experience as on PDD of
  - I. Construction Project Management
  - II. Land filling
  - III. project supervision
- b. Relevant Solid waste management processing facility experience preferred.

4. Additional personnel

The Bidder may propose additional staff names for the purpose of the assignment; however the same will not be considered while determining technical qualification criteria

B. Firm Credentials

1) The firms should have been involved in undertaken a minimum of 2 (two) Eligible Assignments. Eligible Assignment include:

- i. As an Independent Engineer / Project Management Consultant of with a minimum size of 60 tons per day of Municipal Solid Waste comprising of construction and/ or operation and management of a composting facility. Further the services for this project should have been provided by the Bidder for a minimum period of 12 (twelve) months, during the 5 (five) years preceding the PDD.

**OR**

- ii. As a Technical Consultant prepared Detailed Project Report Preparation for an Integrated Solid Waste Management Project of a minimum size of 60 tons per

day. Further, the Detailed Project Report should have been completed in the past 5 years preceding the PDD.

## **Annexure-2**

### **Original Clause 7.1.2**

The Corporation shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the IE in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2. If any amount is recovered through an appropriation from the Performance Security as per the provisions of this agreement then the same shall be replenished by the IE within 5 (five) days failing which the balance amount of the Performance Security will be appropriated by the Corporation and the IE will need to provide the entire quantum of the Performance Security within 5 (five) working days, failure to do so shall lead to be Termination of this Agreement and the process mentioned in Clause 2.9 will apply.

### **Updated clause 7.1.2**

The Corporation shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the IE in the event of breach of this Agreement or for recovery of Liquidated Damages as specified in Clause 7.2 **or for Penalty for deficiency in Services as specified in Clause 7.3.** If any amount is recovered through an appropriation from the Performance Security as per the provisions of this agreement then the same shall be replenished by the IE within 5 (five) days failing which the balance amount of the Performance Security will be appropriated by the Corporation and the IE will need to provide the entire quantum of the Performance Security within 5 (five) working days, failure to do so shall lead to be Termination of this Agreement and the process mentioned in Clause 2.9 will apply

**Annexure 3**

**Updated Appendix 3:**

**APPENDIX-III**

**Form-2**

**Financial Proposal**

Item No.	Description	Amount (Rs.) (Monthly)
A.	Fees and Overhead Expenses	
<b>B.</b>	<b>SERVICE TAX</b>	
<b>D.</b>	<b>TOTAL (including taxes) (A+B) (in Rs.)</b> In Indian Rupees in figures in words Rupees _____	

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal.