



Berhampur Municipal Corporation

No.- 8095 /E-III/16/14

Dt. 8/07/2014

Response to Pre-bid Queries-II 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 second set of responses to the pre-bid queries for the selection of the Independent Engineer (IE). 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 first set of responses to the pre-bid queries for the selection of the IE were uploaded on 4th July 2014.

The Bid Due date is: 17th July 2014

For further information contact:

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Sd/-08-07-2014

**Berhampur Municipal Commissioner
Berhampur Municipal Corporation**

No.	Clause No. as per RFP/IE Agreement	Point of Queries	Comments/ Clarifications required by Bidder	BMC Response
Bidder 4 queries				
1	2.15 (c) of RFP of IE	Firm Credentials	We request authority to consider Independent Engineer projects related to infrastructure as one of the eligible assignments	Refer Annexure-1 below for the updated Technical qualification.
2	2.15 (C) of RFP of IE	Firm Credentials	We request you to consider DPR preparation of any URBAN project as eligible assignment like City Development Plan	Refer Annexure-1 below for the updated Technical qualification.
3	General	Detailed scope of services	Request you to indicate detailed scope of services and including supervision requirements like 10%,30% or 100%	Refer Annexure-1-Terms of Reference of the IE Agreement.
4	Clause 1.7 of RFP of IE	Payment Schedule	Payment Schedule not clear in the RFP Request you to indicate payment terms like Mobilization Advance 10%, Inception 10%, Draft Feasibility 30%. Please Clarify.	Refer to Section-6 and Annexure-2 of the IE Agreement.
5	Clause 2.6 of RFP of IE	Site Visit	Request you to indicate extent of area and number of sites to be covered under	Refer Annexure-1 of IE Agreement for the scope. The terms "Old Site" and "New Site" in the scope

No.	Clause No. as per RFP/IE Agreement	Point of Queries	Comments/ Clarifications required by Bidder	BMC Response
			this scope	<p>indicate the following:</p> <p>Old Site: The land currently used by the Contracting Authority for disposal of MSW is located in Chandania Pahad.</p> <p>New Site: The New Site where the Landfill and the Processing Facility shall be constructed, is located in Mahuda Village.</p>
6	Appendix-III, Form 2	Financial Proposal	<p>Note-Point No.3 – If subsequently BMC decides to provide any facilities to the IE (such as office space, furniture, etc.), the cost incurred towards the same by the IE shall be deducted from the above monthly fees.</p> <p>Request you to indicate whether Client provides office space or not.</p>	The IE is responsible for making arrangements for its office space.
7	Clause 2.2.2 (C)	Conditions of Eligibility of Bidder: Financial Capacity	To have healthy competition request you to increase turnover eligibility to Rs.25 Crore	The provisions of the clause 2.2.2(c) shall remain unchanged.
8	Clause 2.15 of RFP of IE	Qualification of the IE	To have good competition and	Refer Annexure-1 below for the updated Technical

No.	Clause No. as per RFP/IE Agreement	Point of Queries	Comments/ Clarifications required by Bidder	BMC Response
			output, request you to have Consultants having at least 10 years of professional experiences in Consultancy services.	qualification.:-
9	Clause 2.15 of RFP of IE	Qualification of Proposal	Please clarify whether full time staff is anticipated or not. However this depends on scope of the works and extent of supervision required	Please refer Annexure-1 and section-4 of the IE Agreement
10	Appendix-I, Form 2 ,clause 1.6 (iv)	Particulars of the Bidders	We request you to modify the clause 1.6. point iv of Appendix-I (page 46) and clause 2.2.5 on Page No. 12 "Has the bidder been blacklist by any government department/Public Sector .Undertaking in the last five years and bar subsists as on the data of Proposal.	The provisions of the clause 1.6 (iv) of Form 2 in Appendix shall remain unchanged.
11	General		We request to clarify regarding duration of the services	Refer to clause 14 of Annexure-1 of the IE Agreement.
12	Clause 2.21 of RFP of IE	Bid Security	We request you to consider Bid Security in the	The provisions of the clause 2.21 of the RFP of IE remain unchanged.

No.	Clause No. as per RFP/IE Agreement	Point of Queries	Comments/ Clarifications required by Bidder	BMC Response
			form of Bank Guarantee from a scheduled commercial Bank	
13	Clause 2.15.3 of RFP of IE	<p>While submitting the Qualification Proposal, the Bidder shall, in particular, ensure that:</p> <p>b)All key personnel shall be full-time employees of the bidding company.</p>	<p>We will ensure that proposed staff will be available on full time, if need be we will submit undertaking to the effect from the employees</p> <p>Please clarify</p>	Refer to provisions of section-4 of the IE Agreement.
14	General		We request you to extend the bid queries submission date by 3 weeks from the date of issue of pre-bid clarifications	The bid proposal date of 17.7.2014 shall remain unchanged

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