

**Clarifications to the Queries of Prospective Bidders for the Project "Selection of Consultant for Construction Supervision for Ramalingeswar & Haridakhandi WaterBodies at Berhampur Municipal Corporation " as per RFP No. 2/OUIDF-172/Dated 28.08.2017**

SL No	Pre-Bid Queries	Clause No & Reference	Clarifications
1	<p>The Bidder shall fulfil the following: The Bidder shall have successfully completed construction supervision/ Project Management of at least one Water Body project/ Riverfront Development/ Lakefront Development Project/ Water Park project with minimum consultancy fee of one Work Order value of Rs.20 (Twenty) lakhs in last 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 / completion certificate with details of scope of work, date of start and completion of assignment and consultancy fee value. Experience in Construction Supervision as mentioned above is mandatory</p> <p><b>Query:</b></p> <p>1) To enhance the competition, we request you to add experience in preparation of DPR involving design, preparation of tender document, BOQ, Cost Estimates, etc. for Water Body project/ Riverfront Development/ Lakefront Development Project/ Water Park project/ Water &amp; sanitation project, also since design review/ DPR is also covered in the scope of services and water/wastewater are the major components of the Project.</p> <p>2. We understand that joint venture (JV) / consortium are allowed for this submission and experience criteria can be fulfilled jointly by the members of JV/ consortium, please confirm .</p>	RFP Clause 2.1.2, Page No.4	<p>1.The Bidder shall fulfill the following:</p> <p>The Bidder shall have successfully completed construction supervision/ Project Management of at least one Water Body project/ Riverfront Development/ Lakefront Development Project/ Water Park project with minimum consultancy fee of one Work Order value of Rs.10 (Ten) lakhs in last 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 / completion certificate with details of scope of work, date of start and completion of assignment and consultancy fee value. Experience in Construction Supervision as mentioned above is mandatory.</p> <p>Experience in Project where DPR Preparation, Design &amp; Construction Supervision is Integral in single Project such project will be considered as relevant experience, but Project only for DPR preparation will not be considered as relevant experience.</p> <p>2. Maximum Two Members will be allowed for Joint Venture/Consortium and Lead Member shall qualify</p>

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			Eligibility Criteria under 2.1.2(a) and both Members shall qualify for Eligibility Criteria 2.1.2(b)
2	<p>Indemnity: The Consultant shall, subject to the provisions of the Agreement, indemnify OUIDF, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.</p> <p><b>Query:</b> As per generally followed best practices for consultancy contracts in India, the maximum amount of aggregate liability and indemnity in any event cannot be more than the fee received by the Consultant till the date of arising of such liability/ indemnity thus request you to amend the Indemnity clause or add following texts wherever appropriate in the RFP: “Notwithstanding anything contained in this RFP, agreement or any other related documents, the maximum amount of aggregate liability and indemnity of Consultant in any event shall not be more than the fee received by the Consultant till the date of arising of liability/ indemnity”.</p>	RFP Clause 2.23, Page No. 13	As per the RFP ,No Change
3	<p>Scope of work of Construction Supervision for the 2 Water Bodies: Principal responsibilities will be generally to carry out all the duties of the Authority Engineer as specified in the construction contract documents, within the limitations specified therein. In case of any disparity, the stipulations made in the construction contract documents will prevail in the order of precedence mentioned therein. The Consultant is responsible for all</p>	RFP Annex-1, Clause 4, Page No. 21 - 29	<ol style="list-style-type: none"> <li>1. Construction Supervision of both the Water Bodies will be taken together simultaneously.</li> <li>2. Cost arising out of survey, tests, etc. shall be borne by the Contractor.</li> <li>3. 200 Sq feet of Office space for the appointed Consultant shall be made available by the Client at free of cost.</li> <li>4. Payment will be made by OUIDF as per Clause</li> </ol>

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	<p>activities from review of DPR till Commissioning of Project and DLP. The scope of work for construction supervision shall include review of DPR, designs and drawings , make suitable modifications as applicable for construction, day to day supervision of construction and quality control of works, certification of bills and overall responsibility till commissioning of the project.</p> <p><b>Query:</b></p> <p>1.We understand that Construction Supervision for both the Water Bodies shall be taken-up together.</p> <p>2. We understand that any cost arising out of survey, tests, etc. shall be borne by the Client, please confirm.</p> <p>3. We understand that office space for the appointed Consultant shall be made available by the Client at free of cost, please confirm.</p> <p>4. We understand that consultant's payment will be made by the OUIDF</p>		<p>10 of Annexure-I of the RFP.</p>
4	<p>Payment Schedule</p> <p><b>Query:</b></p> <p>1. We request you to make a provision of mobilisation advance for the appointed consultants which may be against equal amount of Performance Bank Guarantee.</p> <p>2. We request you to revise the payment schedule according to the deployment of consultant's personnel on a monthly pro-rata basis without linking with Contractor's work/</p>	<p>RFP Annex-1, Clause 10, Page No. 30 - 31</p>	<p>1. As per the RFP, No Change</p> <p>2. As per the RFP, No Change</p>

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	project milestone. Please confirm		
5	<p>The Bidder shall have successfully completed construction supervision/Project Management of at least one Water Body Project/Riverfront Development/Lakefront Development Project/Water Park Project with minimum Consultancy fee of one Work Order Value of Rs.20 (Twenty) lakhs in last ten years from the date of publication of the RFP.</p> <p><b>Query:</b> We request you to kindly modify the evaluation criteria as :</p> <p>The Bidder shall have successfully completed Master Planning/Construction Supervision/Project Management of at least one Water Body Project /River front Development/Lakefront Development Project/Waterpark Project with minimum consultancy fee of One Work Order value of Rs.10(Ten) Lakhs in last ten years from the date of publication of the RFP.</p>	<p>Page no.4,Clause no.2.1 Conditions of Eligibility of Bidders 2.1.2(a)</p>	<p>Mentioned at SL No.1</p>
6	<p>If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of OUIDF for a period of 3 (three) years. The award of work to the Bidder may also be liable to cancellation in such an event.</p> <p><b>Query:</b> We understand that in case of any false statement regarding qualification, experience or other particulars of individual key personnel provided by respective individual personnel is beyond reasonable control of bidder and for which cancellation of award of work of bidders is injustice to consultant/bidder. Instead of that we</p>	<p>2.12.4 on page 8 of RFP.</p>	<p>As per the RFP, No Change</p>

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	request you to blacklist/terminate that particular individual for working in any govt. project for 2 years and allow bidders to work for project by replacing that particular candidates immediately		
7	<p>Comments on ToR - 5 Marks</p> <p><b>Query:</b> We understand that the comments on ToR is generally mentioned by bidder in bid submission; if they wish to inform some un clarified / unanticipated parameters of the project or approach any alternative method for cost / quality benefit to the project. Hence allocating marks for commenting on ToR may be reviewed and removed.</p>	3.1.2 - 2 (v) on page 13/14 of RFP	As per the RFP , No Change
8	<p>The Project Manager shall make a presentation on the proposed approach for undertaking the assignment and also demonstrate their capability to undertake the tasks proposed. Power Point Presentation shall be made only by the Project Manager. Any other representative of the Bidder shall not be permitted to make the presentation. Only in case of emergency, presentation by Authorised Representative can be allowed with approval of Client</p> <p><b>Query:</b> We request you to allow additional personnel for making presentation looking at the fact that the project manager is generally hired to work on projects (field / home) depending upon requirement of project. However, all other requisite management information / other project details are not know to them which is necessary to incorporate in presentation to be made to client for winning the project. Hence, we request you to allow other management people to make the</p>	Clause 3 on page 46 of RFP.	<p>As per the RFP, No Change</p> <p>Only in case of emergency, presentation by any Authorised Representative of Bidder can be allowed with approval of Client</p>

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	presentation along with Project Manager		
9	<p>Marking of Key Personnel</p> <p>We request you to allow ME (Civil) / M.E. (Structure) along with M.E. (Construction Management).</p> <p>We also request you to kindly confirm that there are 2 separate site engineers required for both project site and marks will be allocated accordingly.</p>	3.1.4.2 on page 15 of RFP.	<p>ME (Civil) &amp; ME (Structure) are added as desirable Qualification for Marking Purpose.</p> <p>Since both the sites are within the City two separate engineers for two sites are not necessary</p>
10	<p>Payment schedule - Payment for Supervision of reclamation of 2 Water Bodies Haridakhandi,Ramlingeswar )</p> <p><b>Query:</b> We request you to allow payment at Sr. No. 2 on monthly basis instead of quarterly basis as the consultants has to incur project related expenditure on monthly basis</p>	Clause 10. Of Annexure-I	<p>Revised to 5% per monthly after approval from BeMC (9 Monthly Payments will be made) for Table I for Ramlingeswar Water bodies</p> <p>Revised to 6.66% per monthly after approval from BeMC (6 Monthly Payments will be made) for Table II for Haridakhandi Water body.</p>
11	<p>I. For Ramalingeswar Water Body and II. For Haridakhandi Water Body</p> <p>Sr. no.4--</p> <p>40% of total Consultancy fee will be paid in lieu of bills submitted by the Works Contractor certified by Supervision Consultant upon payment (i.e If Works Contractor submits Certified bill of Consultant of value X % of the total work order value then the Consultant shall receive payment worth 40% of X% of the total work order value for Supervision Consultant</p> <p><b>Query:</b> We request you to review and remove this clause as this clause penalized the consultant in month to</p>	Clause 10. Of Annexure-I	As per the RFP, No Change

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	month cash flow management if contractor delay his bill presentation due to any reason other than the reason attribute to consultant.		
12	<p>Para 3: BeMC will be responsible to provide the office space at BeMC to the Consultant  </p> <p>Para 4: The consultant will be responsible to:            Arrange for own office space and refurbishment of office space, furniture, equipment etc. required for setting up and maintenance of its office.</p> <p><b>Query:</b>            These two sentences are contradictory. Please clarify if office space is given by BeMC or contractor himself has to arrange for the same</p>	Clause no,9 Page no 29 of RFP	Mentioned at Sl No.3 above
13	<p>Technical marking table</p> <p><b>Query:</b> We observed that there is not weightage given for marking of experience of executing similar projects by consulting organization. We understand that it is important to ensure that experienced consultant is deployed for the project and hence we request you to kindly allocate 20% weightage to similar project experience of consulting organization.</p>	3.1.2 on page 14 of RFP.	As per the RFP, No Change  Project Experience has been considered in Clause 2.1.2(a)
14	<p>Payment for Supervision of reclamation of 2 Water Bodies (Haridakhandi, Ramlingeswar)</p> <p><b>I. For Ramalingeswar Tank</b></p> <p><b>II. For Haridakhandi Tank</b></p> <p>Sub point no. 3 -</p> <p><b>Deliverables---</b>Submission of O&amp;M Manual and As built Drawing and <b>Completion Certificate.</b></p> <p><b>TimeLine---</b> Before Completion of</p>	Clause no. 10 – Payment Schedule on page no.30 of RFP	Before Completion of Construction will be replaced by after Completion of Construction Contractor.

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	<p><b>Construction</b></p> <p><b>Query:</b></p> <p>As per –Deliverables‡ consultant has to issue Completion certificate, while as per Time line it is</p> <p>–Before Completion of Construction‡</p> <p>Please clarify the criteria for payment of 10 % fee</p>		
15	<p><b>Query:</b></p> <p>For Haridakhandi Tank In clause 10 – –Payment schedule‡ sub point 3 has mentioned that construction time line is of 6 month while in clause 12– –Tentative time line‡ period of completion of construction supervision works out to be as of 12 Month.</p> <p>Please clarify which time line bidder has to consider.</p>	<p>Clause no. 10-- Payment Schedule on page no.30 of RFP</p> <p>Payment for Supervision of reclamation of 2 Water Bodies (Haridakhandi, Ramlingeswar) and Point no 12 Tentative Timeline on page no.32 of RFP</p>	Both the Projects will be Constructed simultaneously with overlapping of timeline
16	Bidding in Association please be allowed	General	Mentioned at SLNo.1
17	In Pre-Qualification, Experience on Project Management Consultancy of Water Sourcing Study/Water Supply Study please be included	General	As per the RFP, No Change
18	Some experts of the Consultant such as Architect, Electrical Engineer, Structural Engineer, Design Engineer, Horticulturist, Fishery Specialist are not required on full time basis and the same shall be mobilised by Consultant on the basis of actual project requirement to ensure that these experts are deployed when needed and not otherwise.	Clause no.5.(b) of Annexure-I Term of Reference	Some experts of the Consultant such as Architect, Electrical Engineer, Structural Engineer, Design Engineer are not required on full time basis and the same shall be mobilised by Consultant on the basis of actual project requirement to ensure that



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			these experts are deployed when needed and not otherwise.

Sd/-

Sr.Project Manager, OUIDF