



Bhubaneswar Municipal Corporation

Progress through Partnership for better Bhubaneswar

Addendum-II to the RFP for Development of Modern Foot Over Bridges in Bhubaneswar on PPP Mode

Responses to the Pre-Bid Queries

The Pre-bid Conference for the "*Development of Modern Foot Over Bridges in Bhubaneswar on PPP Mode*" was held at 11:00 AM on 9-12-2011 in the Conference Hall of Bhubaneswar Municipal Corporation (BMC) under the Chairmanship of Municipal Commissioner, BMC. A presentation was made by IDCO to the participants on project contours and the Bid Process Management. The queries which were received by BMC/IDCO were discussed.

List of Participants in the Pre-Bid Conference are as below:

Government Officials:

- 1) Municipal Commissioner, Bhubaneswar Municipal Corporation
- 2) Deputy Municipal Commissioner, Bhubaneswar Municipal Corporation
- 3) Recovery Officer, Bhubaneswar Municipal Corporation
- 4) Representative of IDCO

Bidders Present:

- 1) Enkon Pvt Ltd.
- 2) Selvel Advertisement Pvt. Ltd
- 3) Ajanta Advertisers
- 4) Karukrit Publicity Pvt. Ltd
- 5) Satlink Advertising (Pvt.) Ltd
- 6) Blue Dreamz Advertising
- 7) Torrent Advertisers
- 8) Metro Sign
- 9) Dream Team Advertising Pvt Ltd

The queries and the responses to the queries are as below.



SI No	Query / Suggestion	Response
1	<p>Whether the soil testing of the three sites on which the foot over bridges are supposed to be constructed, has been conducted by the authorities concerned. If so, a certificate to this effect is required to avoid wasteful expenditure and wastage of time.</p>	<p>No. BMC has not carried out any soil tests for the sites. Please refer to Clause 3.2.1 (f) of Section-II, developers / bidders shall carry out necessary soil testing of the sites.</p> <p>However, for reference of the bidders, a soil test report conducted at Raj Mahal Square, Bhubaneswar is annexed. The data presented has been extracted from external sources. Bidders are requested to undertake their own due diligence to determine the soil characteristics and other parameters. IDCO, BMC, and their consultants / advisors do not undertake any responsibility on the accuracy of this data and financial implications of decisions based on this data.</p>
2	<p>Whether the site development exercise prior to undertaking of the actual job of construction will have to be undertaken by the successful bidder/s or this will be done by the Bhubaneswar Municipal Corporation.</p>	<p>Site Development activities shall be the responsibility of the Authorisee as per the clause 6.2 of the Draft Authorisation Agreement (Section IV of the RFP)</p>
3	<p>One of the conditions of the eligibility is that "The bidder should have tangible net worth of at least Rs.10.00 million in the preceding financial year and average turnover of at least Rs.50.00 million In the last three financial years"(Page No.20). Now, our query is whether two aforesaid criteria are to be met separately by the leader and the consortium member or jointly taken together.</p>	<p>The minimum eligibility criteria stipulated in the RFP to be fulfilled jointly by the both the partners incase bidder is a consortium.</p>



4	<p>An area of 400 Sq. Mtrs. (Maximum) has been allotted towards ad space at each location. Please advise whether utilization of further ad space like ramp wall, lift etc. is permitted if the same is found available.</p>	<p>Location / placement of advertisement space is to be approved by BMC / its committee as per the provisions of the Draft Authorisation Agreement (refer Clause 6.1 of Section IV of RFP document and Clause 3.3(f) of Section II of RFP document). Space for Advertisement has been shown in the Conceptual drawings provided in the Section II of the RFP documents.</p> <p>Regarding the additional advertisement space please refer to Clause 6.1 (h) of the Section IV RFP document i.e. the Draft Authorisation Agreement. The provision may be read as :</p> <p>“In the event, Authorisee suggests increase in the advertisement space over and above as stipulated in the Section –II of RFP document, the same shall be subject to approval of BMC and Authorisation Premium payable by the Authorisee to BMC shall be enhanced on pro-rata manner.”</p>
5	<p>Against the item Authorization Format (Item No. 8 - Page 9) you have indicated “Design, Build, Finance, Operate and Transfer (DBFOT) Basis”. Since the designs have already been provided by you, what additional design is required ? Any additional design from our side will involve time and expenditure. Please clarify. If, by any chance, any practical problem arises during the construction of the FOB to follow the design in its entirety, provision should be there to change/amend the same suitably.</p>	<p>The design & drawings provided in the Section II of the RFP are conceptual and indicative. The Authorisee shall have the liberty to prepare its own design subject to the provisions of Section -II of the RFP and approval by BMC.</p>

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6	<p>The time allotted for construction of FOB is 8 (eight) months. This includes the total period of 15 years. In our opinion, the total contractual period of 15 years should be exclusive of the total construction period of 8 (eight) months. Further, there may be circumstances beyond the control of the bidder like natural calamities, local problems, and problems involving multiple bodies, which may cause delay in completion of the project . This fact may be considered and a decision will have to be taken to increase the period of construction suitably.</p>	<p>The Authorisation Period for the project shall be 20 years from the date of signing of the Agreement. The Concession Period is inclusive of the construction period.</p>
7	<p>Since the successful bidder will pay lump sum revenue to BMC, payment of additional advertisement tax, in our opinion, is not justified. This may turn out the project to be economically non viable so far as the bidder is concerned.</p>	<p>Provisions of the RFP remain unchanged.</p>
8	<p>In the format for consortium agreement there is provision for two members (Leader and consortium member) whereas, in the covering letter (Annexure –A1 – Page 5) there is provision for three members (Leader and two consortium members). Please reconcile and clarify.</p>	<p>Please refer to the clause 4.4 (1.a) of Section -I of the RFP document. A Bidder can be a Consortium comprising of maximum of two members including the lead Member.</p>
9	<p>Is the Conceptual Drawings, as provided, are final? Shall we estimate our project cost on this basis?</p>	<p>Conceptual Drawings provided are indicative and Bidders are advised to do their own due diligence for design and costing of project.</p>
10	<p>Whether Joint Inspection of the Site/s is</p>	<p>For site visits assistance from BMC shall be provided.</p>



	allowed?	
11	From provisions of the bid we understand that one of the consortium members should have experience of three years of advertising trade and the other consortium members can be from non-advertising trade. The combined networth of the consortium should be minimum 10 million and the average turnover of the consortium in the last three years should be 50 million. Kindly clarify if our understanding is wrong.	The bidder singly or jointly in case the bid is submitted in consortium, should meet eligibility criteria mentioned under Clause 4.4 of the Section I of the RFP document.
12	What if FOB needs to be removed to facilitate any infrastructure project like MRT, BRTS, Flyover etc.	<p>a) In case the FOB is required to be relocated or shifted to comply with other projects of the Government, the same shall be done by the Authorisee on request by the BMC. The new site for relocation shall be finalized on mutual consultation between Authorisee and BMC, however decision of BMC shall be binding. However, for such relocation or realignment, expenses to be incurred and period for relocation shall be estimated by the Authorisee and submitted to BMC within 15 days from the receipt of such request from BMC. The expenses so provided shall be verified through an independent agency (appointed by BMC) and approved by BMC. And upon completion of the relocation, expenses so approved shall paid by BMC to the Authorisee after the FOB(relocated or realigned as the case may be) is operational and the Authorisation period shall be extended by such period equivalent to the period of closure of the FOB.</p> <p>b) In the event for any reason it is decided by the Government to</p>

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		completely remove the FoB to accommodate other developmental projects by the Government and it is decided that the FOB to be closed and the Agreement is to be terminated it shall be considered as an Political Force Majeure event and shall be treated as per the provisions of the Authorisation Agreement.
13	Permission from any other government department as may be needed should be through single window working at BMC and developer should not be liable to follow up at every department to save time given for compliance. Single window working through one nodal officer should be adopted.	Kindly refer to the Clause 5.1 (f) of the Section IV of the RFP document (Draft Authorisation Agreement). The Authorisee / Selected Bidder shall be responsible to obtain and maintain all Applicable permits for implementation of the project. BMC shall facilitate in obtaining the Applicable Permits.
14	Site office/Ware house / labor hut provision at site during construction should be allowed.	Subject to the availability of land in the vicinity, BMC shall make necessary arrangements for site office/ labour huts / warehouses.
15	Advertising agencies with past experience of constructing FOB under PPP and DBFOT models should only be allowed to participate as it is a general criteria with all authorities across India while inviting bid for FOB.	The provisions of RFP remain unchanged.
16	Authorisation period should be minimum 25 years as is the case in every tier 1 and 2 cities in India.	The Authorisation Period for the project shall be 20 years from the date of signing of the Agreement.
17	Please let us know if only 1 bidder participates then will the tender be finalised?	In the case that the BMC receives only one proposal (Single Bid) for the project, it is at the discretion of the BMC to accept it or reject it after evaluation of the same as per the provisions of RFP Document and negotiation with the Bidder if required.



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18	Since we are SSI Unit, whether earnest money deposit for the project may be exempted.	<p>Bid Security for the project are provisioned as per the Guidelines of the Department of Economic Affairs, Ministry of Finance on RFP document for PPP projects published by the Department of Economic Affairs, Government of India. No exemption to any bidders shall be granted for the same.</p> <p>Any Bid not accompanied by the Bid Security in the manner stated in the RFP document shall be rejected by BMC as non-responsiveness and their Bids shall not be considered for evaluation.</p>
19	You have mixed up billboards/ hoardings and advertising panels with construction of Foot Over Bridges, which is purely technical and altogether a different mode of work and work can only be done with expertise & experience. Hoarding / billboard work is not related to construction of Foot over Bridge and in other words, it is not the criteria of constructing FOB.	The provisions of RFP remain unchanged.
20	Only R&B Department, Government of Odisha compositely can sanction, inspect and give clearance for drawing, design, installation and opening of FOB.	BMC shall facilitate in obtaining necessary approvals from various departments / agencies for implementation of the project
21	On BOOT process no payment to be deposited with any other Authority. Only R&B Department, Government of Odisha can/may charge for approval of drawing, design and inspection.	All statutory payments / charges to State Government Agencies including to BMC for clearances / approvals shall be borne by the Authorisee. The Preferred Bidder or the Authorisee as the case may be shall be required to make payments / fees / premiums as stipulated in the RFP document.
22	Period of completion depends on several factors like subject to final approval of drawing, design of R&B Department and clearance of underground services by the concerned Authority, since nobody else	Construction period is eight months from the Compliance Date.



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	has any expertise or knowledge of existing or planned underground services. No hoarding installation company can have this expertise.	
23	In India there is no expertise of solar power energy running the lift, which requires in 3 phases of 440 volt 30 AMP power. However, the lights on the pathway can be illuminated with solar power.	Suggestions noted.
24	Any encroachment or occupation of the project location will be the duty of BMC to remove and give a clear possession of the site. We have no objection for payment of processing charges of BMC for their running around and technical clearance.	BMC shall facilitate to grant site free from encumbrances for by Compliance Date as per the provisions of the Draft Authorisation Agreement.
25	Lifts with capacity of carrying 10 passengers including the driver is enough for such projects in our experience.	The carrying capacity of the each Lifts to be provided should be at least 13 passengers.
26	While we agree for public utilities i.e. signage, barricading, drinking water facility and dust bins at FOB should be provided by the Licensee, but its footpath/pavement cannot be the responsibility of the Licensee.	Facilities are to be provided in the FOB area in accordance to the Section II of the RFP document.
27	It is the duty of BMC to take approval and liaison with all Government Department for getting necessary clearances from the different Department concerned for carrying out the Project smoothly and the existing agency can be asked for such payment for their liaison with different Government Department.	Please refer to the response to query no 13.



28	BMC may kindly provide the list of the utilities underneath the proposed sites where construction is to be carried out.	Normally, the following Utilities are found at underground level: 1) Water Pipeline & Power Cables 2) Sewerage Pipeline 3) Telephone Cables & Optical Fibre Cables However, bidders are requested to do their own assessment and verification.
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