

**MINUTES OF THE PRE-BID MEETING HELD ON 12-11-2021**

Date: 10-12-2021

NIT No. C-5/2/2021:CSEZA dated the 18th October, 2021

Tender ID: 2021\_CSEZA\_629309\_1

Name of the work: Expression of Interest (EOI) for selection of an agency for Operation, Maintenance, Management and Project Management Consultancy of Estate and Integrated Water Management System within Cochin Special Economic Zone

<b>Sl. No.</b>	<b>EOI Tender Clause/Sub clause</b>	<b>EOI Requirement</b>	<b>Bidder's Query</b>	<b>CSEZA Response</b>
1.	Section I; page 5 & Annexure F	Amount quoted by the successful bidder/Fixed remuneration against the Tender Value for providing Operation, Maintenance & Management services per year by employing core staff/manpower as specified in clause 6.4 of this EOI.	It is not clear about the amount to be quoted in the financial bid whether it is monthly /Yearly / Two Year. As the initial appointment is for two years (730 days) the amount to be quoted in financial bid can be monthly amount for an initial period of two years, please clarify	Amount to be quoted is for one year. Amount quoted shall be firm for first two years and escalation as stipulated in EOI shall be applicable in the event of extension of tenure. Refer Corrigendum – II.
2.	Section III; Clause. 5.11	Such expenses on materials incurred by the PMC cum O&M Agency during a month or when the expenses incurred reaches Rs.50,000/-, a monthly expenditure statement along with the bills may be submitted to CSEZA to keep effective check on utilization and reimbursement at the beginning	The procurement of such material/service will be made by the PMC cum O&M agency; hence the bill including GST will be in the name of the PMC cum O&M agency who are not eligible for GST exemption. Whether CSEZ will be making reimbursement of GST part also.	Since the PMC cum O&M agency is not eligible for GST exemption, they will have to pay the GST upfront for the material/service and hence would be eligible to Input Tax Credit on these items which can be used by them to pay any of their dues of GST or claim refund of the same. All billings should be in the

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		of the subsequent month or when the expenses incurred crosses Rs.50,000/-. CSEZA shall scrutinize the claim and only eligible amount shall be reimbursed.		name of PMC cum O&M Agency.  The reimbursement of the expenses will be made as and when the amount reaches Rs.50,000/- and on production of the expenditure statement. Refer Corrigendum II.
3.	Section III; Clause 5.13(ii)	The O&M Fees shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that the O&M Fees shall be inclusive of applicable GST with its Service Accounting Code (SAC), rate and amount. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.	The Financial bid format is to be quoted excluding GST. (i) Whether GST payment on the O&M Fee will be made by CSEZA? (ii) Whether GST payment of outsourcing agencies that would be incurred by the O&M agency will be made by CSEZA? (iii) We presume that the direct supply to CSEZ Authority will be zero rated, please clarify?  (iv) We presume that there won't be any other tax liability (other than professional tax and income tax) for O&M agency for supply/service to CSEZ Authority. What are the tax liabilities to be included in O&M Fee?	(i) No  (ii) No  (iii) Though direct supply to CSEZA is zero rated, no such direct supply from the vendors/contractors is envisaged in this tender.  (iv) The O&M fees shall be inclusive of all applicable tax liabilities. No advice regarding inclusion/exclusion of tax liabilities of the vendor can be given.

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			(v) Since the outsourcing contract is between PMC/O&M agency and the Contractor, the supply will be subjected to payment of GST to the contractor. Whether CSEZA will reimburse such GST to be paid by O&M agency to contractor, as it will affect the cash flow of the O&M agency as well as the contractor, which intern (sic) affect the progress of the work ?	(v) No.
4.	Section III; Clause 5.13(ii)	The above is a lump sum contract and the successful bidder shall not be entitled to any additional payment whatsoever including reimbursement of expenses of whatsoever nature. However, travel expenses outside Ernakulam District made with the approval of the Procuring Entity shall be reimbursed by the Procuring Entity by restricting it as given below:	This clause is in contradictory to the various clauses in EoI; viz. payment of outsourcing contractor bill (payment clauses in draft agreement), petty expenses incurred on monthly (Cl.5.11), PMC charges on other works related to (Cl.5.14). Please clarify.	The successful bidder shall not be entitled to any additional payment (on account of O&M fees) other than <ul style="list-style-type: none"> <li>• payment of outsourcing contractor bill,</li> <li>• petty expenses as stated in Clause.5.11,</li> <li>• PMC charges as stated in Clause 5.14.</li> </ul> Refer Corrigendum II.
5.	Section III; Clause 5.4	Original Works (Additional infrastructure related work)	Whether the electrical works related to Estate and IWMS will also be included in the scope of O&M agency?	Yes. Any essential electrical works in connection with or incidental to scope of works in this EOI shall be part of the work of the selected PMC cum O&M agency.

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6.	Section III; Clauses 6.4 & 7.3	Minimum personnel to be engaged by the PMC	Requirement of electrical engineer is not mentioned in the core team however the scope of work involves all the electrical system in CSEZ common facilities related to Estate and IWMS. Please clarify whether Regular Electrical Engineer will be required ?	<p>The PMC Cum O &amp; M Agency is engaged to provide all the services mentioned under the scope of work in this EoI, including the services incidental in nature, within the quoted amount.</p> <p>Apart from the minimum required personnel mentioned under Clause 6.4 and 7.3, PMC cum O&amp;M Agency is also expected to employ all resources including deployment of any additional manpower required to successfully carry out the services mentioned in this EoI.</p>
7.	Section III; Clause 5.6.1	Provide office space for the PMC cum O&M Agency at reasonable rent.	As an office space is essential for the core team to operate, and also the O&M Fee includes the rent; we request to clarify the rent proposed for the office space for PMC cum O&M Agency	<p>The lease rent chargeable for office space for O &amp; M Agency shall be Rs.2916./- per square meter per annum.</p> <p>Refer Corrigendum II.</p>
8.	Section III; Clause 5.14	PMC cum O&M Charges	We presume that PMC cum O&M charges will be paid on pro-rata basis based on the contractor bill recommended, please clarify.	PMC Cum O & M Charges will be paid on pro rata basis based on the contractor bill duly certified by O & M agency and verified by CSEZA The final payment shall be subject to the satisfactory completion of the works and after verification by

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				CSEZA. Refer Corrigendum II.
9.			Estimate provision for the O&M Fee for the work tendered under this EoI is not mentioned anywhere in the EoI document, please clarify the same.	Bidders may assess the scope of work and manpower to be provided by them and quote accordingly.
10.	Section III; Clause 6.4	Senior Engineer: Degree in Environmental Engineering Science/ Mechanical Engineering	(i) Whether personnel with professional degree of Civil/Electrical/ Chemical/Biotechnology (Which is suitable for similar work) who has relevant experience in the field can be considered? (ii) Whether post qualification experience of 15 years after BE/B. Tech is considered or total experience is also considered? (iii) Generally higher qualification will get a relaxation in the total years of experience, please clarify the applicability in this case?	(i) No.  (ii) Experience of 15 years after BE/B. Tech is required. Total experience alone will not be acceptable. (iii) No relaxation can be given.
11.	Section III; Clause 6.4	Assistant Engineer: Degree in Mechanical Engineering	(i) Whether Diploma holder with more than 10 year experience will be considered eligible for this post? (ii) Whether personnel with professional degree of Civil/Electrical/Chemical/Biotechnology (Which is suitable for similar work) who has relevant experience	(i) No.  (ii) No.

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			<p>in the field can be considered?</p> <p>(iii) Whether both Senior Engineer and Assistant Engineer can be of degree in the same field as it will not suite the fulfillment of the entire scope of work (for eg. Both are Mechanical Engineers), please clarify</p>	<p>(iii) Senior Engineer can be Environmental Engineer and Assistant Engineer can be Mechanical Engineer, as the scope of work is mainly mechanical and environmental in nature. Refer Corrigendum II.</p>
12.	Section III; Clause 4.1.1. S. No. 1.1	Satisfactory completion of Design & implementation of WTP, CETP and biodegradable waste disposal system	<p>(i) It is understood that said criteria given in this clause pertains to PMC services and not as EPC contract. The same may be clarified.</p> <p>(ii) In most of the cases, Design &amp; implementation of WTP, CETP and biodegradable waste disposal system will not be available as a single work, whether anyone of these is acceptable for qualification of the scores, whether three different works with anyone of these works in each will be considered as more than two works for a score of 10, please clarify.</p> <p>(iii) Whether experience in STP can be considered equivalent to CETP, please clarify</p>	<p>(i) The criteria given pertains to PMC Services and not EPC contract. However scope of work shall cover design and overseeing/supervising/managing the supply, supervision of installation, testing and commissioning of required facilities.</p> <p>(ii) Experience in either in WTP or in CETP of capacity of 1MLD or above is acceptable for qualification of the scores. Refer Corrigendum II.</p> <p>(iii) No</p>
13.	Section III; Clause 4.1.1. S. No. 1.2	Satisfactory completion of similar work – operation, maintenance & management of	<p>(i) In most of the cases, operation, maintenance &amp; management of WTP, CETP will not be available as</p>	<p>(i) Experience in either WTP or in CETP of capacity of 1MLD or above is</p>

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		WTP and CETP	<p>a single work, whether anyone of these is acceptable for qualification of the scores, whether three different works with anyone of these works in each will be considered as more than two works for a score of 10, please clarify.</p> <p>(ii) Whether experience in STP can be considered equivalent to CETP, please clarify</p>	<p>acceptable for qualification of the scores. Refer Corrigendum II.</p> <p>(ii) No</p>
14.	Section I; Page 4	Integrated Water Management System: Comprises Facility (capacity of 1.5 million litres per day) to treat river water, an Effluent Treatment Plant for treating sewage and effluents let out from units (capacity one million litres per day), incinerator and biogas plant.	We understand that the capacity of WTP to treat river water is 2.25 mld and CETP capacity is 1.6mld. We presume that the capacities mentioned in EoI are by mistake and no change in capacity or modification is proposed, please clarify.	<p>Yes. The capacity of WTP to treat river water is 2.25 mld and CETP capacity is 1.6 mld.</p> <p>Refer Corrigendum II.</p>
15.	Section I; Page 5	Works means works executed after the administrative approval and technical sanction by the Procuring Entity.	Whether technical sanction also will be accorded by CSEZA or only administrative sanction will be accorded by CSEZA, please clarify.	<p>Only administrative sanction will be accorded by CSEZA. The technical sanction for the work shall be done/accorded by the PMC cum O&amp;M Agency.</p> <p>Refer Corrigendum II.</p>
16.	Section I; Page 9	Preparation of NIT document (e-tendering also), Tender evaluation & awarding of O&M work.	Many government agencies and SEZs are allowing the PMC agencies to use their e-tendering platform for e-tendering with one or two members from their	i. No.

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			side, i. Whether CSEZA will allow the PMC to use their e-tendering platform, please clarify. ii. Whether CSEZA will nominate any member for monitoring /forming part of tender committee proceedings	ii. No.
17.	Section I; Page 9	Preparation of drawings, designs and estimates for the O&M works.	In some cases, CSEZA may not approve the project. In such cases, if the project is dropped partially, whether CSEZA will bear the cost associated with the top-survey, soil investigations, engagement of specialized experts preparation of drawings, designs, and estimates etc. if any, please clarify	No
18.	Section I; Page 9	Quality assurance and quality control.	Some of the cases requires third party quality tests to be conducted, whether CSEZA will bear the cost of such third party quality tests/Lab tests conducted to ensure the quality, please clarify	No. Specified in the EoI.
19.	Section I; Page 9	Arrange to survey and report scarp and other unserviceable items in time and its disposal.	We presume that the disposal of scrap can done through the e-auction platform of CSEZA, please clarify If not, whether any charges shall be paid for the disposal of scrap, please clarify	No. Such charges shall not be paid.
20.	Section III; Cl.2A.8; Page 10.	The PMC cum O&M Agency shall prepare reports or shall take steps to generate such reports through software as and	We presume that there shall not any financial implication to the PMC agency to purchase or create a new software, please clarify	There shall not be any financial implication to the PMC cum O&M Agency to purchase or create a new software.



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		when sought by CSEZA. The PMC cum O&M Agency shall also prepare documents required for presentation within the time stipulated for it. For the preparation of document, they shall interact with CSEZA, Chartered Accountant appointed by CSEZA and any other agency.		
21.		Should have minimum three years experience in operation, maintenance & management of Water Treatment Plant (WTP), Effluent Treatment Plants (CETP)	Whether experience in both the fields (WTP and CETP) are required for three years, please clarify	Experience either in WTP or CETP is acceptable.
22.	Section III; Clause 4.1.1. S. No. 5	More than six years' experience in O&M of WTP& CETP and Estate/facility management	Whether 6 year continuous experience with same client is required or different clients will be accepted, please clarify. Combined experience of WTP& CETP and Estate/facility management is rare case in single work, whether anyone of these will be considered, please clarify	Experience either in WTP or CETP adding up to 6 years is acceptable. However, experience of 6 years in Estate facility alone is not acceptable. In such cases of combined experience in Estate facility and WTP/CETP, a minimum experience of 3 years in WTP/CETP is required. Experience in different clients can also be accepted.

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23.	Section III; Clause 5.1.4	Annual Performance Review:  (4) levy appropriate liquidated damages or penalty if the services are not carried out as per the contract and if the quality of services is found inferior and for any such deficiency related to the completion of the services.	Generally LD clause is charged based on some criteria like delay in project implementation.  In NIT LD clause is not clear, please clarify the criteria and rate of LD that may be charged	CMC appointed by the CSEZA shall decide the liquidated damages or penalty to be charged.
24.	Section III; Clause 4.2	A Committee constituted by Chairperson, CSEZA shall select the PMC cum O&M Agency based on the eligibility criteria prescribed in Clause 3 and scoring criteria prescribed in Clause 4.1.1 herein.	Whether award criteria is L1, please clarify	Yes. Award criterion is L1.
25.	Section 4.1. Criteria for Evaluation ; sub section 4.1.1	Has been achieving net profit for the past three consecutive years	Requesting modification/ relaxation as has been achieving net profit in any one of the financial year in the past three consecutive years.  Our projects (Govt. projects) were severely affected due to the floods and landslides in 2018 & 19 in Kerala and Pandemic lockdown in 2020	The Agency who had achieved net profit for three consecutive years during the period 2017-2020 can be considered for evaluation and marks scoring. Please see Corrigendum .

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26.	5.14 -PMC cum O&M Charges		Our understanding is that the PMC charges will be paid against the following milestones: 10% on submission of preliminary project report; 20% on submission of DPR; 10% on obtaining of A/A & E/S; 10% finalisation of the contractor; 50% pro-rata basis on progress of work - kindly clarify.	Payments of PMC charge shall not be made on the basis of mile stones mentioned in the query. The payment of PMC charges shall be made on prorata basis on the progress of execution of work and as per certified Running/Part Bill and the final payment shall be subject to the satisfactory completion of the works and after verification by CSEZA. Refer Corrigendum II.
27.	Annexure F-Financial Proposal		Kindly confirm that the bid price to be quoted is for one year.	Bid price is to be quoted for one year. This amount quoted shall be firm for first two years and escalation as stipulated in EOI shall be applicable in the event of extension of tenure. Point No. 6 in ANNEXURE – F may be read as “I/We hereby submit our bid and offer a bid price of Rs..... <b>per annum</b> ,.....”. Refer Corrigendum II.