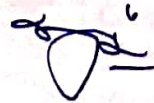


## Bidder's Pre-Bid Queries Clarification

In the reference to this office e-tender Notice No. 1/SMCG-UP/2020-21 (GHAT CLEANING) regarding the tender for " **Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats at Varanasi.**", following clarifications has been made: -

SL NO	REFERENCE	DESCRIPTION	PRE-BID QUERY	CLARIFICATION/ RESPONSE
1	NIT	Contract Period – 2 year	The Mentioned Contract Period is too short as the contractor has to make huge investment – short duration for 2 years is not feasible.  Request to increase the Contact period of 5 year	As Per RFP
2	Special Condition of Contract Clause 2.3	Commencement of Service within 15 days	Commencement of work within 15 days of signing of agreement is not possible – Request to increase the timeline to 3 Month as we need to requite and trained the manpower	As Per RFP
3	Special Condition of Contract Clause 2.3	The number of days shall be – 15 Days. Confirmation of labour, Supervisor and equipment's availability to Start the Assignment shall be submitted to the Employer in writing as a written statement signed by each labour and supervisor.	Time Period of 15 days is too small. As we are new to Varanasi – Recruitment, Proper Training to manpower, understanding the project area itself take 60 days.	As Per RFP
4	General Condition of Contract Clause 1.1 definition point b	"Employer" means the State Mission for Clean Ganga (SMCG-UP)/Municipal Corporation Varanasi.	Please clarify who will be the principal Employer	State Mission for Clean Ganga-UP (SMCG-UP)



5	General Condition of Contract Clause 1.1 definition point d	"Dispose" means to deliver Solid Waste to the official waste disposal site, within the designated operational hours of the facility	It is Not the clear where we need to dispose the collected waste also please define disposal site.	Contractor will transport the waste, collected from the Ghat and dump non-recyclable waste on designated site of Municipal Corporation.
6	Clause 3.9. Equipment, Vehicles and Materials	Equipment, vehicles and materials made available to the Firms by the Employer, or purchased by the Firms wholly or partly with funds provided by the Employer, shall be the property of the Employer	Please define the term Fund – Is there is any grant available for this project.	As Per RFP
7	Condition 3 Service Level Benchmark	The floating waste near the cremation Ghats shall also be collected and disposed and the area to be maintained in a fully clean state at all time.	As the Cremation Ghats of Varanasi famous all over the world and as per Hindu Cremation rituals waste will be throng in river – Collecting the waste all time is not possible.	As Per RFP
8	Instruction to Bidder Page No. -6 point IV	Transportation of collected waste to designated location suggested by ULB near the Ghats.	Please provide the distance and place where we need to dump the collected waste.	As Per RFP
9	Brief Description of work – Page No.38 – 2.1 – Point Number -4	At all major Ghats: High Pressure washing to be done through engine operated High-Pressure washer for removal of stubborn dirt which cannot be removed with normal water pipe. All surfaces to be pressure washed with the machine at period intervals ensure no dirt accumulation.	What is the source of water for the High-pressure washer required separate water line or water tanker – arrange water tankers in ghats is very difficult task.	Will take water from the river
10	Page No. 42 – in service level benchmarks – point -12	Mentioned Ensure collection of waste at least twice a day along the corridor and transport the waste through suitable vehicle to the secondary waste collection facility/disposal site provided in the city by the ULB.	Request to provide the Specification of Collection and Secondary Collection Vehicles	As Per RFP

*[Handwritten signature]*

11	Clause 6.4. Mode of Billing and Payment Point	The monthly service delivery fee for the work shall be calculated on the basis of two-yearly service delivery fees coded by firms, equally divided across 24 months for Monthly fees.	Request to Consider the Escalation, on WPI Basis. It is Very Difficult to run the Project Without Escalation.	As Per RFP
12	Clause 6.4. Mode of Billing and Payment Point No. d	The contractor shall submit all his/their bill by the seventh of following month. Payment of which will be made through RTGS/NEFT/Cheque to the contractor within 30 days after receipt of the bill along with Monthly Progress Report of the works performed as per the service level benchmarks subject to verification/ certification by Nodal Officer.	If there is delay in payment from the Authority	As per RFP
13	Section IV GCC, Clause 1.7, Page 16	The Services shall be performed at such locations as are specified in RFP hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.	Kindly provide the details of locations.	As Per RFP
14	Section IV GCC, Clause 2.1, Page 17	This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Firms instructing the Firms to begin carrying out the Services.....	Please confirm that the Effectiveness of Contract is the date of signing of this Agreement.	Refer Clause 2.4 of SCC
15	Section IV GCC, Clause 2.7 (a), Page 18	..... includes, but is not limited to, war, riots, civil disorder, earthquake, fire, Explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other	Please include pandemic/ epidemic.	As Per RFP

		action by Government Bidders,		
16	Section IV GCC, Clause 2.9 (b), Page 19	The Firms may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.	Kindly replace this as (i) to (iv) in place of (a) to (d).	As Per RFP
17	Section IV GCC, Clause 3.2 (b), Page 21	The Firms agrees that, during the term of this Contract and after its termination, the Firms and any entity affiliated with the Firms.....	Kindly consider this clause only applicable in the event of Firm's default & Termination.	As Per RFP
19	Section IV GCC, Clause 5.2, Page 24	The Employer warrants that the Firms shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services.....	We assume that Employer give access to project site within 07 days from signing of the Agreement.	As Per RFP
20	Section IV GCC, Clause 5.5 (b), Page 25	.....If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Firms that is consistent with the position occupied by such member.....	Please specify number of members and also the limit for appointment of same.	As Per RFP
21	Section IV GCC, Clause 6.4 (b), Page 25	The monthly service delivery fee for the work shall be calculated on the basis of two yearly service delivery fees coded by firms, equally divided across 24 months for monthly fees.	Please provide detail clarification on the payment mechanism.	Please refer clause of section VII
22	Section IV GCC, Clause 6.4 (d), Page 26	.....the contractor within 30 days after receipt of the bill along with Monthly Progress Report of the works performed as per the	Kindly specify the interest clause for delay in payments.	As Per RFP

2/3/20

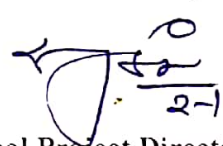
		service level Benchmarks subject to verification/ certification by Nodal Officer.		
23	Section IV GCC, Clause 6.4 (f), Page 26	The rates shall be firm and fixed and shall not be subject to any change on any condition of whatsoever nature, except the Price Variation clause, and shall hold well till completion of the Services.	There is no specific price variation clause in RFP, Kindly clarify & specify the details.	As Per RFP
24	Section IV GCC, Clause 6.4 (g), Page 26	.....The amount so deducted will only be refunded/ adjusted when contractor produces proof for fulfilling statutory obligations stipulated in different labour act/rules/instructions/circulars etc. applicable to the Contract.	We assume that the amount will be reimbursable immediately after submitting the proofs.	As Per RFP
25	Section V SCC, Clause 2.3, Page 27	Performance Security – The Firms will have to deposit performance security @ 10% of the value of Contract in the shape of Bank Guarantee.....	Kindly reduce this to 5% of the Contract Value.  Please specify the validity period of Performance security.	As Per RFP
26	Section VI Scope of Work, Clause 2.1, Page 38	Cleaning/sweeping with collection and disposal of solid waste from the Bank of river on Ghats and placing of dust bins.....	Please confirm that the scope of work is for all 88 Ghats as specified.	As Per RFP
27	Section VII Condition of contract and contract data, Clause 11, Page 52	..... EMD in the form specified in Bid document shall only be accepted. No interest is payable on the Earnest Money Deposit.	We request to return the Bank Guarantee of unsuccessful bidder within 30 days from the date of bid due date or upon selection of successful bidder, whichever is earlier.	Please refer to CORRIGENDUM
28	Section VII Conditions of contract and contract data,	In the event of termination of the contract, Employer shall have the right to forfeit the entire or part of the amount of performance	Please consider this only under the event of Firm's default.	As Per RFP

	Clause 12. (d), Page 53	security lodged by the contractor.....		
29	General	Parking Yard/Work Shop	Who will Provide the Parking yard and workshop	No requirement, Contractor will have to maintain at his own cost.
30	General	Total Waste generated	Please provide current waste generated	Estimated waste generation will be 10-15 tons per day
31	VII: Conditions of contract A)	The Bidder shall be a company/Firm/LLP/ Private or Public or government owned legal entity having business of providing services of cleaning /sweeping washing with collection & Disposal of solid waste.	Trust organizations and NGO's shall also allow to apply for this Project	As Per RFP
32	Earnest Money Deposit	Each Bid Shall be accompanied by EMD of Rs. 20, 00,000/- (Rupees Twenty Lakhs only).	As per the Price & Purchase Preference policy of Government of India and Ministry of Micro, Small and Medium Enterprises (MSMEs) are to be provided tender sets free of cost and they are also exempt from payment of Bid/EMD money for tenders. It is therefore requested to kindly exempt the MSME's, NGO's and NSIC's from the payment of the EMD to give them a fair chance in the bidding process.	EMD is not exempted.
	.	No Price Variation will be considered for the project.	Please considered price escalation linked with WPI or with Minimum Wages.	As Per RFP

33			<p>Additionally, suggest to add following conditions under "Technical Capacity".</p> <ol style="list-style-type: none"><li>1. Allowed Joint Venture/ consortium which will enable larger participation by bidders and render much needed support to MSMEs/Start -ups to serve the nation.</li><li>2. Bidder must not have suffered bankruptcy/ insolvency proceedings during the immediately preceding five years.</li><li>3. Any subsidiary of which the parent company has been black listed under the insolvency and bankruptcy code would not be allowed to participate in the tender.</li></ol> <p>This will help to ensure financial discipline has been adhere to in the past by the bidding entity.</p>	
34			<p>On page number 39 in technical specifications and also on page no. 40 you have given the specifications of dustbins. On page no. 45 you have mentioned 216 Nos. Dustbins needed. Please clarify if you need 216 sets of dustbins or just 216 bins i.e.108 sets.</p>	<p>There are 216 no. of twin bins required (Set of 2).</p>



35			The tender doesn't say anything about the status on change in Minimum Wages by the government. Will the contractor be reimbursed the difference amount in case of Minimum Wage revision?	As Per RFP
36			In case of extension on completion of the contract will there be any change in the contract value? Is there any provision of revision of rates on extension?	As Per RFP
37			It is requested to make provision of the mobilization amount of Rs. 50 lacs to be paid to the contractor for effective startup of the work. The s amount may be adjusted from the R.A bills.	As Per RFP

  
2-11-20

Additional Project Director