



# Bhubaneswar Municipal Corporation

*Progress through Partnership for better Bhubaneswar*

No.\_\_\_\_43152\_\_\_\_\_/BMC, BBSR

Dated.\_\_\_\_24.05.2021\_\_\_\_\_/

**CLARIFICATIONS TO THE PRE-BID QUERIES RECEIVED ON RFP FOR COLLECTION AND TRANSPORTATION OF MSW IN  
BHUBANESWAR MUNICIPAL CORPORATION AREA, ODISHA, PACKAGE-I, PACKAGE-II & PACKAGE-III**

SL No	Clause No & Volume	Existing Provisions	Clarifications Required	Amendment
1	Clause 3.1.1(b), Vol-II	Provide necessary access and rights-of-use of the Primary, Secondary Collection Points, Micro Composting Centers (MCC), Material Recovery Facilities (MRF) Landfill Sites, Dump Yards, Processing Plants, Waste to Energy Plants(if any proposal in future) or any other such locations as indicated from time to time to the Operator.	We request BMC that, any proposal on WTE plant can be taken up only after mutual consent.	Agreed
2	Clause 4.1(f), Vol-II	The operator is entitled on request in writing to get mobilization advance on signing the agreement, up to 5% of the annual contract value per package on submission of equivalent amount of Bank Guarantee. The BG shall be valid for a period of 15 months. The advance shall be recovered from the monthly bills in 12 equal instalments	We request Authority to recover the advance from 3rd month billing onwards and the mobilization advance bank guarantee shall be released progressively to the operator on recovery of the respective amount of Mobilization Advance.	No Change
3	Clause 11.1		No penalty shall be levied on the operator in the event of unforeseen and events that are beyond the control of operator.	Such unforeseen event shall come under Force Majure Clause. But it may be noted that during calamities such as cyclone, flood and

				earthquake, the role of the Agencies engaged are of utmost importance and they shall be bound to co-operate with BMC during such time.
R	Clause No.11.3	BMC may revise, vary, alter or modify penalty system, quantum or mechanism from time to time	Once the Project is awarded there shall not be any alterations in the penalty mechanism as the operator heavily relied on the documents provided by the BMC and quoted the bid price accordingly. Please clarify.	Penalties mentioned in the RFP is maximum penalty.
5	Clause No.13.7.1	BMC/contracting authority shall make the priority payment of approved invoices within 21 days of from the date of submission of the invoice to the officer-in-charge	Please mention about the interest on delayed payments.	BMC will ensure payments are done within time as specified in the RFP. However unforeseen delay shall not attract any interest on payment.
6	Clause 15.1(a)ii	The Operator has failed to achieve COD within stipulated time period for any reason whatsoever	If the reasons are beyond the control of the operator then the same will have to be considered by the BMC in terms of its time & cost implications and it may not be construed as operator's event of default	BMC will assess the same and take suitable decision based on the rationality/justification provided by the Agency
7	Clause 15.2(b), Vol-III	If the Operator decides to terminate this Agreement pursuant to preceding Article 15.2 b. (i) it shall in the first instance issue Preliminary Notice to BMC. Within 60 days of .....	BMC also should have 30 days' time to forward proposal as is in the case of Operator (as per clause 15.2, a(ii)) so as to have parity between BMC & Operator. Please modify accordingly.	No Change
8	Clause 15.6	Upon Termination of this Agreement on account of BMC Event of Default, the Operator shall be entitled to withdraw the Performance Security, if subsisting, and receive from BMC, termination payment from	Along with the payment mentioned therein, Operator also should be paid with the 120% of Book value of total assets of project as on Termination date.	No Change

		BMC shall be equal to monthly tipping fee outstanding up to date of termination after appropriation of all the liabilities due to operator		
9		5% of monthly Tipping Fees shall be deducted towards IEC activities and operationalization of Project Monitoring Cell	We request to reduce this to 1% of Tipping fee in line with the prevailing PPP projects across the country. 5% is on very higher side, kindly consider.	No Change
10	Clause No.17.2	The dispute between the Contractor & BMC shall be settled through negotiations. If any party is not satisfied, then the said party can approach the Civil Court of Bhubaneswar for appropriate relief.	We suggest modify- Any dispute in its first place shall be discussed and resolved between the senior management. In case of issues still persists for 15 days after such 1st meeting between both the parties, then the matter be referred to the Arbitration in line with the Arbitration and conciliation act 1996 and its amendments from time to time	No Change
11	Clause No.15.1(b)ii	BMC has failed to make Tipping Fees or any payments due to the Operator and more than 4 (four) months have elapsed since such default from the submission of bill.	Kindly replace that point with below mentioned: If BMC has failed to make any payments due to Operator and more than 60 days have elapsed since such payment became due, the same can be treated as BMC event of default. As in the case of Operator also failure in remedying within 60 days accounts for Operator event of default (ref. cl 15.1, a(iii)).	Refer Query No. 65
12	Clause 3.1.3	The Operator shall within 30 Days from the Effective Date ensure commencement of Commercial Operations	Kindly replace the Effective Date with Appointed date	No change
13	General		Please do mention Priority of documents in the Agreement	Priority of documents are as per standard procurement guidelines of Govt. of Odisha.
14			We understand, all the 3 volumes of the	Yes Agreed

			Tender publication viz. RFP, Draft Contract, PIM along with the pre bid queries, any addendums/corrigendum's will become part of the Contract Agreement. Kindly confirm.	
15			Please provide minimum assured Quantity(TPD/Per day)	Bidder to access on their own.
16		The bidder shall pay / transfer the required EMD / Bid Security by online as mentioned in the Tender details through payment gateway of designated banks and in no other form.	We request BMC to accept for the Bank Guarantee from any of the Nationalized/Scheduled Bank instead of transfer of EMB/Bid security amount.	No Change
17	Clause 2.16	The Bids shall be valid for a period of not less than 180 days from the Bid Submission Deadline. The validity of Bids may be extended by mutual consent of the respective Bidders and BMC.	We request BMC to consider the Bid validity period as 180 days from the bid submission date of the bidder not the deadline date as is mentioned by BMC as any delay thereof, would adversely affect the bidder's prospects.	No Change
18	Clause no 2.19.3	The Bid Security of unsuccessful Bidders will be returned by BMC without any interest, as promptly as possible after execution of the Contract Agreement with the Operator or when the Bidding Process is cancelled by BMC Where the Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidders	We request BMC to release the Bid security of unsuccessful Bidder within 07 days upon LOA issued to the successful bidder.	This is an online based refund. Bank will automatically refund EMD after issue of LOA.
19	Clause 2.19.4	The Successful Bidder's Bid Security will be returned, without	We presume, the successful bidders Bid security shall be released within 7 days	The same shall be returned within a period

		any interest, upon the Operator signing the Contract Agreement and furnishing a performance security of an amount of 7% of the Annual project cost (the "Performance Security") in the form attached to the draft Contract Agreement.	upon furnishing performance security.	of 7-15 days.
20	Clause # .1.2.2	Odisha on PSP basis with jurisdiction of BMC	Please Define the PSP wording	Private Sector Participation
21	Clause # 1.6.1 d	To transport and dispose-off the inert matter/Residual Inert Matter/processing rejects, if any from Processing Facilities or elsewhere to the Sanitary Landfill Facility as per direction of Officer in Charge as per guidelines of MSW 2016.	This is a C&T Project Only and Generally the Inerts and Rejects will be transported and handed over by the P&D Contractor. We request the BMC (Authority) to remove the clause	There is no P&D Contractor of BMC. The Operator has to transfer the Inert matter at designated location as directed by the Officer-in-Charge of BMC.
22	Clause.1.6.2	The Project Period shall be Seven (7) Years from the date of signing of the contract agreement	The Project Period shall be Seven (7) Years from the date of Commercial Operation of the Project or Completion of Mobilization	Seven (7) years from the date of Commercial Operation
23	Clause 2.2.1A	Consortium shall be composed of a lead member and no more than 2(Two) members (the "Members"). Change in the composition of a Consortium will not be permitted by BMC after the Bid Submission Deadline.	Please elaborate the JV / Consortium Conditions. What will be the minimum subscribed and paid up equity for Non Lead Member Non Lead Member should have minimum 26% of subscribed and paid up equity of the Project Company	Non Lead Member should have minimum 26% of subscribed and paid up equity of the Project Company. In case the same is below 26% then the the Technical capability of the said member of the consortium shall not be taken into account while calculating the Technical/Financial Eligibility.

24	Clause 2.7		The Content of the RFP and Appendices Heading are not matching. Request for Correction	No Change
25	Clause 2.20.2	Applicant/Bidders are advised to quote Tipping fees after carefully evaluating scope of project and resources deployment	Please provide the exact Bid Quote .. It is Monthly Tipping Fee or Only Tipping Fee should be quoted by the bidder. There are two indications in the Tender Documents. Excel (BOQ) says to quote Monthly Tipping Fee.	Monthly Tipping Fee to be quoted by the Bidder
26	Clause 2.21	Inflation Adjustment : Following Formula shall be used for the revision of CTC: $T_n = [0.85 \times T_0 \times W_1 \times (1 + ((C_1 - C_0) / C_0))] + [0.85 \times T_0 \times W_2 \times (1 + (L_1 - L_0) / L_0)] + [0.85 \times T_0 \times W_3 \times (1 + (WPI_1 - WPI_0) / WPI_0)] + 0.15 \times T_0$	Generally the revision of price / escalation will be done on 100% of rates. We request the authority to incorporate the standard price escalation formula.	No Change
27		M/s the "Successful Bidder" [Lead Partner] having Registered Office at Through its Director Mr. (hereinafter referred to as "Successful Bidder", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the SECOND PART	Request to provide a provision of signing the agreement through Authorized Signatory as well, who will be authorized by the board itself.	The Bidder will submit Board Resolution for Authorized Signatory through a non-judicial stamp paper duly notarized.
28	Page # 4	"Effective Date" means the date of 'Letter of Acceptance';	Please redefine the Effective Date because the Letter of Acceptance is not indicated in the document.	Date of Letter of Acceptance + 7 days (As per Clause 9.5 (a), Vol-II)
29	Clause # 5.1.a	BMC shall facilitate for identification of Secondary Collection Points, Workshop	Please specific the charges of land lease or rental to be paid by the operator / contractor	Bidder to access on their own.

		Sites and Parking lots in respective Project area on as-is-where-is basis, with charges if any as mentioned in the PIM to the BMC for the use by Operator for the purpose of the Project during the Project period.		
30	Page-20	If COD is not achieved and the selected bidder fails to get the Completion Certificate, Termination proceedings may be initiated.	COD is purely based on conditions of precedent of the authority and various others reasons. So the respective clause to be deleted	No Change
31	Clause 15.1 page-37	BMC has failed to make Tipping Fees or any payments due to the Operator and more than 4 (four) months have elapsed since such default from the submission of bill.	BMC has failed to make Tipping Fees or any payments due to the Operator and more than 3 (three) months have elapsed since such default from the submission of bill.	BMC has failed to make Tipping Fees or any payments due to the Operator and more than 3 (three) months have elapsed since such default from the submission of bill.
32	Annexure-III of Vol-3	Clause # 8.1 Performance Penalties	The penalties indicated in the respective annexure is huge. We request the authority to reduce the penalties to 50% as indicated in the tender documents and also there should be maximum 5% of the Penalties applicable on the Monthly Invoice.	No Change
33	BOQ / Item Rate	Monthly Tipping Fee	Please specific the Quote. It is simple Tipping Fee (Rate Per MT) or Monthly Tipping Fee (Rate Per MT Per Month). The respective BOQ is denoting for Monthly Tipping Fee please clarification.	Total Monthly Lumpsum Tipping Fee.
34	General	SPV Provision	We request the authority to provide the provision of establishing the SPV Company to sign and execute the project.	No change. The RFP condition shall prevail.

			This will enable to the operator and authority to have proper account etc. This will definitely help in encouraging many bids.	
35	Clause # 5.3.2.f, Vol. III	Solid Wastes generated by sweeping, conservancy cleaning, bush uprooting including transportation of green waste except root and stem, de-weeding, and other sanitation activities are to be transferred first to the MRF where these will be segregated to green waste, soil, C & D waste etc. The wet waste from there then shall be transported to the tagged MCC on daily basis.	We presume that MRF Units Operation and Maintenance are not in the scope of Operator. So segregation of green waste, soil and C&D will not be part of the operator as well.  Kindly clarify in brief	As per RFP
36	Clause # 5.3.11 (e), Vol. III	The Auto Tipper with minimum 2 cum capacity-hydraulically operated covering mechanism from top having two compartments for carrying biodegradable and non-biodegradable waste separately with a hooter to be deployed	Generally the single hydraulically in positioned in center of the body for lifting and how it will dump the Dry or the Wet Waste in their respective partitions. Kindly clarification.	Such vehicles are now available in market.
37		Project Information Needed:	Please provide the following information about the Project Area / Zone. 1. No.of Statues 2. No.of Bus Stands 3. No.of Parks (and its area) 4. No.of Markets	Bidders to do their own survey
38	Clause # 5.3.4, Vol. III	Service Delivery Schedule	The Service Delivery Schedule indicated under project is beyond 12 Hours. Request you to amend the timings for 8 Hours Services.	The RFP condition shall prevail
39	2.11.1, Vol. 1	Physical Copies need to be submitted within 5 days of Proposal Due Date in online, which is given as 28.05.2021 5	Please clarify, deadlines for online submission and dead line for Physical Copy submission	Refer Corrigendum



		PM as per clause 1.6.6		
40	Vol 1, Page 63	As per Clause 5.3 in e tendering process, dead line for submission of on line bid is given as 25.05.2021, 5 PM	As per Clause 1.6.6 it is given that, bid submission dead line is 28.05.2021,5PM, So Please clarify which is date is correct.	Refer Corrigendum
41	1.6.6, Vol. 1	Bid Submission dead line is given as 28.05.2021, 5.00 PM & Bid opening date is 28.05.2021, 12.00 noon	Please clarify the bid opening date	Refer Corrigendum
R	2.19.4, Vol. 1	Performance Security : - 7% of annual project cost	Request to reduce the performance security to 5%.	No Change
43	3.2.1, Vol. 1	EMD of Rs.10,00,000/-	Please clarify whether, EMD is exempted for MSME registered entities	Registered MSME are exempted for submission of EMD
44	3.21.1, Last Para, Vol.1	If during the first year of operation or subsequent years, Operator continuously penalized for more than three months then Authority may withhold escalation up to satisfactory performance of service. In Package-II & III	Request to delete this clause, as deleted in Package-I, but wrongly not deleted the clause in Package-II & III	The same will be deleted
45	3.3.2.1, Vol. 1	The Applicant either individually or as member of consortium should have a prior experience in handling Municipal Solid Waste for a period of 1 year within last 3 years from the date of NIT	Bidders Technical Experience should be extended from 1 year to 2 years within last 3 years from the date of NIT, so as to bidder can handle such a big project which is of 7 years tenure.	No Change
46		25% of Tipping Fees towards Petrol/Diesel component, 45% of Tipping Fees towards Labour Component, 15% of Tipping Fees.	<p>Please Clarify what about balance 15% component and how it will be escalated.</p> <p>Balance 15% component may be escalated at flat rate of 5% p.a.</p> <p>Escalation of Rates of components should be 100%</p>	No Change
47	5.3.18, Vol. III	Land for the workshop, parking shall be arranged by the Operator at its own cost. The workshop area should have	<p>Whether BMC, provide Land for workshop and vehicle parking purpose?</p> <p>It is very much difficult arrange a land with</p>	No Change

		adequate space for parking of vehicles used for collection and transportation.	adequate space for vehicle parking and work shop requirement with electricity and water in BMC Area, so BMC may provide the same.	
48	5.3.19(g), Vol. III	All services must conform to the provisions of Solid Waste (Management & Handling) SWM, Rules 2016, CPHEEO manual where ever applicable and any amendment thereto in future as well as per the applicable rules/laws.	<p>Please Clarify any future amendments of SWM Rules, CPHEEO rules and other applicable laws as regards to quantity of resources deployment exceeds beyond the quantified limit of resource deployment as given in RFP may be suitably reimbursed by the BMC.</p> <p>Operator needs to comply the future amendments of SWM Rule 2016,CPHEEO guidelines and other applicable laws with additional resources and the same shall be reimbursed by BMC</p>	In case of only change in law any reduction/addition of cost is recoverable/payable based on actual and as per SOR.
49	5.3.11 5.3.12 5.3.13 5.3.14 5.3.16, Vol. III	For the purpose of Collection & Transportation MSW from various sources as per the clause, operator needs to use auto tippers as per the prescribed dimensions,engine specifications etc. as per Annexure-IV	<p>Please clarify, whether operator can use its existing vehicles such as compactors, dumper placer, tippers, Tactors more than 2 year old for collection and transportation purposes.</p> <p>BMC may kindly allow to operator to use its existing dedicated vehicles more than 2 year old such as compactor, dumper placer,tipper and Tractors for the purpose collection and transportation of Wet MSW and Dry MSW as per Clause- 5.3.11,12,13,14 &amp; 16.</p>	<p>Only in case of street sweeping, drain desilting, bush cutting, conservancy cleaning and de-weeding vehicles other than partitioned Auto Tipper may be used, subject to following categorization.</p> <p>Auto Tipper for collection of MSW – not more than 2 years old, total years of deployment limited to 7 years Compactor, Dumper Placer – not more than 5 years old, total years of deployment limited to 8 years Tractor- not more than 3 years old, total years of</p>

				deployment limited to 8 years
50	5.5, Vol. III	It is given that, "Through this tender it is mandatory that the operator shall engage the existing field sanitation workforce/sweepers of BMC distributing evenly in all wards in consultation with officer-in-charge of BMC."	<p>This clause may kindly be deleted.</p> <p>It will quite difficult on the part of the operator to deploy the existing field sanitation workforce/sweepers as because, it may affect the workmanship attitude of other workers of the operator, further adjustment of their payments from operators monthly bill may create confusion and difficult task for documentation too.</p>	No Change
51	5.5.2, Vol. III	For street sweeping, drain cleaning, bush uprooting and conservancy cleaning the manpower estimation shall be done as per the following guidelines given hereunder or any standard norms as per CPHEEO manual.	<p>As per CPHEEO manual, there are Specific provisions for deployment of manpower considering the density of population with respect to road length, which varies from 350 meters to 1 Km to cover by one person.</p> <p>Manpower deployment for each 1 Km. of road length may be increased from 1 person to 2 persons.</p>	As per RFP. Wherever RFP is silent, please refer CPHEEO website for guideline.
52	5.6.6, Vol. III	It is mentioned that, to improve the performance criteria, operator needs to deploy extra resources, if needed at any time during the contract period shall have to be done in consultation with officer-in-charge, BMC without any further compensation.	<p>Reciprocally, Operators should have flexibility to deploy less number of resources (if possible) without hampering the performance criteria and in this situation BMC shall not deducted any amount from the agreed amount.</p> <p>So it is suggested that, either BMC provides autonomy to the operator to deploy required number of resources such as men, machineries, vehicles, etc. without hampering the performance criteria or fixed the resources quantity and reimburse the extra deployment cost as and when necessary.</p>	No Change
53	MCCs/MRFs	In case one designated	In such cases BMC may suitably	Agreed, but as per SOR

		MCC/MRF fails, then what is the alternative available for the bidder to dump the waste, if it is taken to other MCC/MRF as per the instruction of BMC, in such case shall the operator be compensated for additional cost incur and loss of time.	reimburse the operator to the extent of additional cost incurred.  Additional cost of involvement not due to the fault of operator should be duly compensated	only.
54	2.8, Vol. I	Extension of Project Period The BMC shall have the right to extend the Project Period sumoto for a further period of not exceeding more than one year and the Operator shall be obliged to continue to perform their duties and discharge their obligations as per this Agreement to the entire extended period of Project	Request to extend the project period at least for 3 years after successful completion of the initial period of 7 years with same terms & conditions	No Change
55	3.5.7, Vol. III	Payment Terms BMC will pay the tipping fees to the operator on the basis of monthly lumpsum minimum quoted rate for the estimated projected 2020 population as per RFP. Increase in lumpsum tipping fees shall be considered proportionately as per increase in the number of population due to merger of new areas in a ward in consultation with Health Officer/officer-in-charge with approval from competent authority. 5% of the monthly tipping fees shall be deducted towards IEC activities and operationalization of the Project Monitoring Unit (PMU) for SWM.	In case increase in population due to merger of new areas, the tipping fees shall increase proportionately, in this case the bidder is in confusion regarding the modality of calculation of increase in tipping fees by BMC.  Modality of calculation for enhancement of tipping fees should be clarified in clear terms in order to avoid any future complicity.	No Change

		<p>The tipping fees are linked to the service delivery performance criteria as mentioned in the Clause No. 5.3.11 to 5.3.16 of this document. Operator will produce his bill to Health Officer/officer-in-charge, BMC in first week of each month of the preceding month and BMC will make the payment within 21 (twenty one) days to the operator. The monthly bill shall accompany the monthly progress report/MIS report mentioned in Clause 6.2 for review by Health Officer/officer-in-charge of BMC. Monthly bill shall be check for correctness with respect to submitted progress report and MIS report before recommendation for payment. In case of natural calamities and emergency, payment mode shall be finalized mutually as agreed between BMC and the Operator, which will be paid in addition to the tipping fees.</p>		
56	3.5.7, Vol. III	Same as Above	<p>It is suggested that, if due to any reason, BMC fails to make monthly payment within 21 days from the date of submission of monthly bills to the operator, in such case BMC should release at least 70% of the billed value so as to enable the operator for smooth operation.</p> <p>As it is a purely labour oriented project, the operator has to pay a huge amount towards wages timely in compliance with the labour laws.</p>	Agreed. However, such payment shall be made only after obtaining interim payment approval from the Competent Authority..
57	9.5	Mobilization Period is 30 days	Please extend the date of mobilization	The RFP condition shall

	Point-6 of Table, Vol. II	from the date of LoA	<p>period upto 90 days from the effective date i.e. Actual date of acceptance of Letter.</p> <p>As there are huge quantum of specialized vehicles, machineries, bins etc. are required to be procured which needs atleast 90 days of time to complete the process of procurement and its documentation like registration of vehicles, insurance and fitness etc.</p>	prevail.
58	5.6.3 5.6.4, Vol. III	<p>Per Capita Waste Generation</p> <p>The per capita waste generation for the purpose of waste quantification may be taken as per the guidelines of the CPHEEO manual for solid waste management. It may be noted that the per capita waste given in this document are for reference, however the operators/bidders may do their own survey to ascertain the quantity of waste generated in a particular zone.</p>	<p>As per RFP, the bidder has to assess the lumpsum rate based on data/information provided in Table-14 w.r.t length of roads &amp; drains, classification of roads and drains, conservancy lanes, length of berm requiring for bush cutting.</p> <p>In case, discrepancy (if any) found in the data/information mentioned in the RFP, then please clarify the compensation or deduction as the case may be.</p> <p>We request BMC to provide the ward wise detailed survey data in connection with roads, drains, conservancy lanes etc.</p>	<p>The details of length of roads and drains are given in the RFP. However in case of discrepancy in figure, the rate for additional length shall be paid as per SOR. It may noted that, this disallow bidder to claim due to merger of new areas, where the clause no. 5.3.7, Vol-III shall prevail.</p>
59	5.3.8 (a), Vol. III	<p>a) The operator shall compulsorily install Vehicle Tracking Management System (VTMS) hardware (e.g. GPS) on each vehicle used for collection &amp; transportation of municipal solid waste in compatible with the requirement of the Bhubaneswar Smart City Limited (BSCL). BMC will facilitate with details of technical specifications of such tracking system and will ensure functional requirement for smooth integration with Smart City server, MIS system and BMC server &amp; MIS system. The</p>	<p>The unloading points to be fitted with webcam / PTZ camera by whom ? Please clarify.</p> <p>The cost involved towards Webcam/PTZ camera has to be included in the price bid.</p>	This is under BMC scope.

		operator shall cooperate with the IT Cell of BMC/Smart City to connect the VTMS. Further the unloading points to be fitted with webcam/PTZ camera to record the collection and disposal respectively. The recording of webcam/PTZ camera shall be stored with backup server for submission to BMC. The operator should be informed that for payment of tipping fee, VTMS record is mandatory.		
60	8.1, Annexure-III, 1 a), Vol. III	Penalty Rs. 5000 per day for each area not serviced	Rs.1,000 per day for each area not serviced	No Change
61	8.1, Annexure-III, 1 b), Vol. III	Rs. 3000 per day for each route for auto tipper	Rs.500 per day for each route for auto tipper	No Change
62	8.1 Annexure-III, 1 c) ,Vol-III	Rs. 250 per 2 hour of delay, subject to maximum of Rs 3000 per day	Rs. 250 per 2 hour of delay, subject to maximum penalty of Rs.1000 per day may be considered. It is suggested that rectification timing of 24 hrs may be extended to 72 hours.	No Change
63	8.1 Annexure-III, 1 f), Vol. III	Rs. 5000 per incident for Auto Tipper	Penalty of Rs. 1000 per incident for Auto Tipper	No Change
64	8.1 Annexure-III, 1 g), Vol. III	<b>2%</b> of the monthly bill for every 5% shortfall or part thereof, for 1st Month <b>3%</b> of the monthly bill for every 5% shortfall or part thereof, for the 2nd Month <b>4%</b> of the monthly bill for every 5% shortfall or part thereof, for 3rd Month onwards Shortfall = Target - Actual	<b>0.5%</b> of the monthly bill for every 5% shortfall or part thereof, for 1st Month <b>1%</b> of the monthly bill for every 5% shortfall or part thereof, for the 2nd Month <b>1.5%</b> of the monthly bill for every 5% shortfall or part thereof, for 3rd Month onwards Shortfall = Target - Actual	No Change
65	8.1 Annexure-III, 1 h), Vol. III	<b>2%</b> of the monthly bill for every 5% shortfall or part thereof, for	<b>0.5%</b> of the monthly bill for every 5% shortfall or part thereof, for 1st Month	No Change

		1st Month 3% of the monthly bill for every 5% shortfall or part thereof, for the 2nd Month 4% of the monthly bill for every 5% shortfall or part thereof, for 3rd Month onwards Shortfall = Target - Actual	1% of the monthly bill for every 5% shortfall or part thereof, for the 2nd Month 1.5% of the monthly bill for every 5% shortfall or part thereof, for 3rd Month onwards Shortfall = Target - Actual	
66	8.1 Annexure-III, 2.(a), Vol. III	Rs. 1,000/- for shortfall of per point per day	Rs. 500/- for shortfall of per point per day	No Change
67	8.1 Annexure-III, 2.(c), Vol. III	Rs. 1000/- each instant	Rs. 500/- each instant	No Change
68	8.1 Annexure-III, 3.(a), Vol. III	2% of the monthly bill for every 5% shortfall or part thereof, for 1st Month 3% of the monthly bill for every 5% shortfall or part thereof, for the 2nd Month 4% of the monthly bill for every 5% shortfall or part thereof, for 3rd Month onwards Shortfall = Target - Actual	0.5% of the monthly bill for every 5% shortfall or part thereof, for 1st Month 1% of the monthly bill for every 5% shortfall or part thereof, for the 2nd Month 1.5% of the monthly bill for every 5% shortfall or part thereof, for 3rd Month onwards Shortfall = Target - Actual So imposition of penalty within 90 days from the COD till project completion date for achieving 100% segregation may be deferred to 12 months	No Change
69	8.1 Annexure-III, 3.(b), Vol. III	Rs.20000/- per vehicle for Auto Tipper	Rs.1000/- per vehicle for Auto Tipper. Imposition of penalty within 90 days from the COD till project completion date for achieving 100% segregation may be deferred to 12 months	No Change
70	8.1 Annexure-III, 3.(c), Vol. III	Penalty of Rs 20000/- per vehicle which fails the test and no payment for the vehicle. If Hazardous waste is found in the vehicle, it should be immediately reported and safely disposed off.	Penalty of Rs 1000/- per vehicle which fails the test and no payment for the vehicle. If Hazardous waste is found in the vehicle, it should be immediately reported and safely disposed off.	No Change



71	8.1 Annexure-III, 4.(a), Vol. III	Rs.3000 per instance in summer/winter and Rs.10000 per instance in rainy season may be modified	Rs.500 per instance in summer/winter and Rs.1000 per instance in rainy season	No Change
72	8.1 Annexure-III, 5.(a), Vol. III	Rs. 5000/- for Compactor and Rs. 2000/- per other vehicle per day, Rs. 200/- per Tricycle	Rs. 1000/- for Compactor and Rs. 500/- per other vehicle per day, Rs. 200/- per Tricycle	No Change
73	8.1 Annexure-III, 5.(b), Vol. III	Rs 2000/- per vehicle per day	During the operation specific numbers of vehicles/auto tippers required for specified work may in all likelihood undergo breakdown off and on notwithstanding the fact that adequate numbers of vehicles/auto tippers with standby vehicles are deployed. Therefore the above possibility cannot be ruled out. Hence the penalty to be imposed for non-compliance under clause 8.1(c) needs to be completely waived-off for the best interest of work. It is suggested that rectification timing of 24 hrs may be extended to 72 hours.	No Change
74	8.1 Annexure-III, 5.(c), Vol. III	Rs.500 per person per day if shortage is more than 10%	Prevailing minimum wages for each category of manpower per day to be deducted if shortage is more than 10%.	No Change
75	8.1 Annexure-III, 5.(d), Vol. III	Rs. 250 per shortfall per day	Rs. 100 per shortfall per day	No Change
76	8.1 Annexure-III, 5.(e), Vol. III	Rs. 500 per incident	Rs 100 per incident	No Change
77	8.1 Annexure-III, 5.(g), Vol. III	Rs. 500 per incident	Rs. 100 per incident	No Change
78	8.1 Annexure-III, 5.(h), Vol. III	Rs 1000 per fault and Rs 500 per day thereafter if the defects are not rectified in specified period.	Rs 500 per fault and Rs 100 per day thereafter if the defects are not rectified in specified period.	No Change
79	8.1 Annexure-III, 5.(i), Vol. III	Rs. 500 per asset	The penalty may kindly be waived off completely as the Missing asset identification number in specified format from all assets or Missing RFID Tag shall	No Change

			be maintained within 72 hours	
80	8.1 Annexure-III, 5.(j), Vol. III	Rs 10000 for every month of Delay for Work Shop.	Rs .5,000 for every month of Delay for Work Shop.	No Change
81	8.1 Annexure-III, 6.(a), Vol. III	Rs. 2000 per complaint when complaint has not been properly closed within 48 hours. Double for every 24 hours thereafter	Rs. 1000 per complaint when complaint has not been properly closed within 48 hours. Double for every 24 hours thereafter	No Change
82	8.1 Annexure-III, 6.(b), Vol. III	Rs. 5,000 per day if no of transactions are below 90% of expected transactions	Rs. 1,000 per day if no of transactions are below 90% of expected transactions	No Change
83	8.1 Annexure-III, 7.(a), Vol. III	Rs 5000 per incident	Rs 1000 per incident	No Change
84	8.1 Annexure-III, 7.(b), Vol. III	Rs 10000/- for each vehicle/ incident	Rs 5000/- for each vehicle/ incident	No Change
85	8.1 Annexure-III, 7.(c), Vol. III	Rs 10000/- for each vehicle, immediate termination of involved staffs by Operator and action against the supervisor and management team.	Rs 5000/- for each vehicle, immediate termination of involved staffs by Operator and action against the supervisor and management team.	No Change
86	8.1 Annexure-III, 8.(a), Vol. III	Rs. 10,000/- per day	Rs. 1,000/- per day	No Change
87	5.3.11 Detail Guidelines for Street Level/Door to Door Primary MSW Collection & Transportation from Bulk Waste Generators	d) Waste generators shall be responsible to deposit their segregated waste in the Auto Tipper(AT) deployed by the BMC or notified authorized waste collector by BMC. Bulk waste generators (BWGs) such as offices, hotels, restaurants, dhabas, banquet hall, schools, colleges, hostels, apartments,	Request you to kindly suggest on how will the operator bill it to BMC and can we have an rough idea of the tentative rates	BMC will take suitable decision on the same after signing of Agreement and full takeover of the work.

		<p>farm house etc. generating waste more than 100Kg per day in total shall be responsible for management of wet waste through their own system and procedure. Only dry waste from such offices, hotels, apartments and restaurants, i.e, BWGs etc. may be collected by the operator from the entry gate or any other designated location by placing bins. The bins for such collection shall be provided by the BWG at a specified location near the gate accessible to operator. In case such any bulk waste generator not capable of having their own wet waste management system may hand over the same to the waste pickers. In such case BMC shall ask them additional payment as prescribed time to time for lifting of wet waste. The tentative number of Bulk Waste Generators is attached in Annexure II.</p>		
88	5.3.2 Sweeping & Cleaning Activities, Collection and Transportation	<p>g) Inert waste generated from street sweeping, drain de-silting (mud &amp; sand and inert) and also inert from MCC and MRF should not be mixed with MSW and shall have to be transported separately. On instruction from the employer, these wastes have to be transferred to landfill site or SLF as identified within a radius of 15 Km. from the lifting point. Beyond 15 Km. transportation cost will be reimbursed as per applicable existing schedule of</p>	Can we get clarification on these rates?	Refer rate mentioned in SOR 2016 of Works Dept., Govt of Odisha Website towards transportation lead.

		rates per cubic meter per Km		
89	5.3.6 Vehicles, Equipment and Human Resources Deployment	<p>a) The operator shall start the work of door to door collection and transportation as per scope of work as per direction of BMC in line with project implementation and operations plan under and in accordance with the provisions of the tender. The operator will provide working conditioned vehicles not more than 2 years old which include auto tipper. Auto tipper shall have cumulative life of not more than seven years. The operator will further provide the required number of bins of appropriate capacity at commercial place, and market area as required if any in different place in the city. Further, the need towards the requirement of sweeping materials, drain de-silting tools and equipment for efficient engagement of workers to be provided by the Operator. Maintenance of all the vehicles, bins, and equipment will be made by Operator on his own cost.</p>	Can we get any approx. Qty	Refer Clause 5.6.6 of Vol-III
90	5.4 General Conditions- Resource Estimation and Requirement – Vehicles 5.4.1 Primary Collection	<p>Motorised partitioned Light Commercial Vehicles (LCV)/Auto Tipper @ One per 1000 Shops • Litter bins of 150 litre capacity with stand fixed on the ground @ one per 20 shops/commercial establishment • Bins of capacity 1.1 Cum @ one per 150 shops/commercial establishment in accessible market or one per</p>	Request to kindly provide total number of shops / commercial establishments.	Bidders to assess on their own.

		BWG		
91	5.3.17 Implementation Arrangement	<p>At present three agencies are working in fifty seven wards of BMC, whereas the rest ten wards are being self-managed by BMC own employee. The future management of solid waste in BMC area being planned in two ways; first door to door collection from households by BMC managed NGO/SHGs and second, engagement of new operator in line with the scope of work as pre-defined in this document. Since there are three parties involved including the existing agencies, there will be a gradual handing over of the wards to the new operator. The Operator has to ensure smooth engagement of vehicles and human resources for the intended purpose (door to door collection from bulk waste generators, markets, commercial establishments, and street sweeping, drain de-silting, conservancy cleaning, bush uprooting, de-weeding from all the wards as per scope of work) without affecting the as usual day to day collection and transportation activities. On issue of the LOA, if required BMC may fix up a meeting with the existing agencies, wherein the operator will be present to understand the requirement of resource mobilization and according a mutual date will be intimated to</p>	<p>1. Is door to door collection inclusive on this tender? 2. What will be the handing over period from the existing agency, and how is the billing to be done during that specific period?</p>	<p>No Door to Door collection is within the Scope of this Tender</p> <p>The payment modalities same shall be decided by BMC post signing of Agreement and during the process of handover and takeover of the work.</p>

		the new operator to carry out the activities in the respective wards. The new operator will co-operate with BMC if anything required at all point of time in smooth handing over and taking over from the existing agencies and further handing over to itself to ensure a complete synchronization of the processes and procedures towards management of solid waste as per the scope of work outlined in this document		
92	General Query	Restricted Tendering is a competitive procurement method that limits the request for tenders to a number of suppliers, contractors or service providers who are shortlisted through either a prequalification or invitation by the procuring entity.	Request to kindly permit contractors from (International) abroad having similar experience and eligibility criteria	The Tender condition shall prevail.
93	5.5 General Conditions- Resource Estimation and Requirement – Human Resources	The operator shall deploy adequate number of human resources to carry out the work effectively. Through this tender it is mandatory that the operator shall engage the existing field sanitation workforce/sweepers of BMC distributing evenly in all wards in consultation with Health Officer/officerincharge of BMC. Any retirement during the time period of the agreement has to be replaced with suitable person as per the requirement time to time. BMC shall provide list of such workforce to the operator for deployment. The payment towards such engagement from	What is the number of existing manpower / gender wise / designation wise that is to be engaged on role.	Bidder to assess on its own.

		the operator shall be adjusted as per prevailing minimum wages as per State Govt. notification (Labour and ESI Department) during a month's running bill for collection and transportation fees.		
94	General Query		Total number and details of the processing plants where the segregated waste is to be transported	There are 43 Compost Plants for wet waste and 10 Material Recovery facilities for dry waste given in Vol-III
95	5.3.1 MSW Collection and Transportation	For awareness generation the Project Monitoring Unit (PMU) of SWM will work along with Swachha Sathi and their Supervisors already identified by BMC with the help of IEC Cell as per the pre-set guidelines.	Request to kindly provide number of supervisors identified by PMU and they will be on whose roles	Bidders to assess on their own
96	5.3.14 Detail Guidelines for Collection and Transportation of Street Sweeping Waste	g) BMC is having a future plan to transport these waste for bio-gas generation. When such options are available, the operator shall load the segregated waste to the vehicles of the plant operator at strategic locations as informed by BMC.	If there is an increase in distance other than MCC / MRF will the additional kilometres be compensated.	Additional Kilometer will be compensated based on lead rate of SOR of Works Dept.
97	General Query	Bidder to be selected to fulfil the supply of products and/or services, they must demonstrate their capability, history, and readiness to execute the project.	kindly request you to Increase PQC's for Technical & Financial Ability of Bidders.	No Change
98	General Query		Request to kindly provide details of compactor required number and specification	Refer Vol-III of RFP
99	General Query		What is the Status of Primary Collection & Segregation of Waste from Households?	BMC will lift segregate waste from household.
100	1.6.6 Schedule of Bidding Process	Bid Submission Deadline 28.05.2021 by 05.00 PM	Considering the Situation of India in the COVID-19 Pandemic & extended	Refer Corrigendum

			continuous lockdown in Maharashtra the required documents from the concerned authorities to be enclosed in the bid is expected in next few days, hence the submission due date of the bid may please be extended by at least one month. End Date 28-June-2021 05:00 PM	
--	--	--	--	--

Sd/-  
Commissioner  
Bhubaneswar Municipal Corporation

Memo no.\_\_\_\_\_43153\_\_\_\_\_/ Dated\_\_\_\_\_24.05.2021\_\_\_\_\_/

Copy forwarded to all Members of Tender Evaluation Committee, BMC for information and necessary action.

Sd/-  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation

Memo no.\_\_\_\_\_43154\_\_\_\_\_/ Dated\_\_\_\_\_24.05.2021\_\_\_\_\_/

Copy forwarded to EE-I for Publishing the Pre-bid Clarifications in Tendersodisha Portal.

Sd/-  
Deputy Commissioner (Sanitation)  
Bhubaneswar Municipal Corporation



## Appendix-I: SOR for Conveyance of Materials

CHAPTER-III					
POST GST RATE FOR CONVEYANCE OF MATERIALS					
ITEM NO-1. Conveyance of Materials by Ten Tonne Trucks including loading & unloading.					
Distance to be carried	Rough stone, metal, khoa, chips, sand, surki, quarry rubbish, moorum laterite stone, washed gravel, flyash & earth (Per 1 cum)	Bricks 23cm= 2500 nos Bricks 25cm= 2000 nos Cement concrete & fly ash blocks 400mmx200mmx200mm= 300 nos 400mmx150mmx200mm= 400 nos 400mmx100mmx200mm= 600 nos 300mmx200mmx150mm= 550 nos 300mmx150mmx150mm= 730 nos 300mmx100mmx150mm= 1100 nos All Kinds of tiles = 180 Sqm (per truck)	Iron, Grills, Cement, Bitumen, A.C sheet, GCI Sheet & Paint etc(per 1000 kg) Wood (per 1.25 cum)		Bulky materials like Machineries, generators, concrete pipe & furniture etc (per Truck)
			Railway station	Other places	
1	2	3	4	5	6
Up to 5 KM	149.67	967.27	175.50	161.72	1320.57
Every extra KM beyond 5 KM and up to 50 Km	8.80	39.62	8.23	8.23	40.67
Every extra KM beyond 50 KM	6.22	31.87	6.99	6.99	31.87

Note : Extra percentage to be allowed over the rates

- For earthen roads or village tracks or cross country tracks, 20 % extra may be allowed on the certificate of Executive Engineer after his inspection and duly approved by Superintending Engineer.
- For declared ghat road, add extra length of ghat road portion.

*F. S. S. S.*

## Appendix-II: Labour Rates

OFFICE OF THE  
LABOUR COMMISSIONER : ODISHA : BHUBANESWAR

No. 6100 / LC, Bhubaneswar, dated 21.10.2020

NOTIFICATION

Whereas the minimum rate of wages for un-skilled, semi skilled, skilled and highly skilled categories of employees in 89 scheduled employments were fixed/revised by the Government in Labour & ESI Department, Odisha vide Notification No. 7312-LL-I(III)-56/18/LESI dated the 30.10.2018 and published in the Extraordinary issue No. 1991 of the Odisha Gazette dated the 30.10.2018 bearing SRO No. 431/2018.

And whereas, the State Minimum Wages Advisory Board in its 52<sup>nd</sup> meeting have advised to adopt a system of revision of Variable Dearness Allowances (VDA) @ Rs. 0.90 per point rise in the Consumer Price Index (CPI) Number for Industrial Workers (base 2001-100) as admissible and shall be declared at half yearly, interval i.e. on 1<sup>st</sup> April & 1<sup>st</sup> October from the date of notification of revised wages, starting from 1<sup>st</sup> April, 2019.

Accordingly, the Variable Dearness Allowance @ Rs. 0.90 per point rise in All India Consumer Price Index Number (Base 2001-100) needs to be effected from 1<sup>st</sup> October, 2020 on the basis of the average consumer price index number for the preceding period of six months ending on 30.06.2020 reaching 329.17 from 324 and thereby resulting in an increase of 5.17 points.

Now therefore, I Dr. N. Thirumala Naik, I.A.S, Labour Commissioner, Odisha in exercise of the powers delegated to me in the aforesaid Notification do hereby notify that the special allowance called as Variable Dearness Allowance @ Rs.4.65 shall be payable per day to the un-skilled, semi-skilled, skilled & highly skilled categories of employees in all 89 scheduled employments (list enclosed) in addition to the minimum rate of wages notified vide the above noted Notification of Government in Labour & ESI Department, Odisha w.e.f. 1<sup>st</sup> October, 2020. Accordingly, the present rate of minimum notified wages including VDA per day (after rounding off) w.e.f. 1<sup>st</sup> October, 2020 will be as under:-

Category	Minimum Wages with VDA w.e.f. 01.04.2020	V.D.A. w.e.f 01.10.2020	Minimum Wages with VDA w.e.f. 01.10.2020
Unskilled	Rs. 303.40	Rs. 4.65	Rs. 308.05 or Rs. 308.00
Semi skilled	Rs. 343.40	Rs. 4.65	Rs. 348.05 or Rs. 348.00
Skilled	Rs. 393.40	Rs. 4.65	Rs.398.05 or Rs. 398.00
Highly Skilled	Rs. 453.40	Rs. 4.65	Rs.458.05 or Rs.458.00

Labour Commissioner, Odisha