



Bhubaneswar Municipal Corporation

Progress through Partnership for better Bhubaneswar

No. 43/BMC, BBSR

XXXXX-1/SWM-PMU(33/2020)

Dated. 01.01.2022

CLARIFICATIONS TO THE PRE-BID QUERIES RECEIVED ON THE TENDERS FOR THE WORKS "STREET SWEEPING, DRAIN CLEANING, BUSH UPROOTING AND CONSERVENCY CLEANING" IN BHUBANESWAR MUNICIPAL CORPORATION AREA, ODISHA, IN BID IDENTIFICATION NO. - 01(01)/CE/BMC/2021-22 TO 01(10)/CE/BMC/2021-22

SL No	Clause No & Volume	Existing Provisions	Clarifications Required	Amendment
1.	Clause-3.3.2.1, RFP- 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 5 Financial years from the date of NIT of at least 2 out of 3 activities i.e. Street sweeping, Drain de-silting and Conservancy cleaning of any one ULB or multiple ULBs in India handling a population of at least 100,000 nos.	Support to keep At least 3 lakhs population	The Tender condition shall prevail.
2.	Clause No.-2.9.3, RFP-1	In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, BMC may, at its sole discretion, extend the Bid Submission Deadline.	Kindly extend one week	The last date of submission of RFP document is extended up to 5 PM till 11.01.2021. The Technical bids shall be opened on 12.01.2021 at 12:00 noon
3.	Clause No -3.5.10, RFP -1	If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest	Please keep provision to disqualify if any bidder quote below rate than estimated	This is standard condition as per OPWD code. Hence, the Tender conditions shall prevail.

		bids. But if more than bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system where all bidders / their authorized representatives, the concerned Bid Inviting Officer will remain present		
4.	Clause No.- 3.3.2, RFP 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 5 Financial years from the date of NIT of at least 2 out of 3 activities i.e. Street sweeping, Drain desilting and Conservancy cleaning of any one ULB or multiple ULBs in India handling a population of at least 200,000 nos. within the project area either under one contract package or multiple contract package.	We have experience to work for Uttarakhand ULB - Scope of work and name of is similar but Name of work is different "Supply of manpower" in LOA and "Request for Proposal For Selection of Contractor for supplying Manpower for managing solid waste at Haridwar in Tender Documents for 5 months".	<p>The technical proposals shall be evaluated as per the scope of services performed by the Applicants in the past and the minimum requisite period for which the work is performed i.e. 1 year as per requirement stipulated under this criteria.</p> <p>For the avoidance of doubt, it is clarified that mere supply of labour to any ULB shall not be accounted as an experience of the agency in similar work and it is required that the agency shall have experience in entire supervision, management and execution of the work.</p>
5.	Clause No.- 2.11.1, RFP 1	Envelope 1: Qualification (Both Physical Copy to be submitted within 5 days of Proposal Due Date in online mode and Soft Copy in PDF in Online www.tendersodisha.gov.in portal)	It is requested to clarify the content of envelope 1 and envelope 2 i.e. Qualification and Technical Proposal. In both cases it is mentioned Physical Copy to be submitted within 5 days of Proposal Due Date in online mode and Soft Copy in PDF in Online www.tendersodisha.gov.in portal).	No physical copy is to be submitted by any applicant. All the requisite documents must be submitted through online mode i.e. by way of uploading in the e-procurement portal wherein

		Envelope-2: Technical Proposal (Both Physical Copy to be submitted within 5 days of Proposal Due Date in online mode and Soft Copy in PDF in Online www.tendersodisha.gov.in portal)	In both cases it is mentioned Physical Copy to be submitted within 5 days of Proposal Due Date in online mode and Soft Copy in PDF in Online www.tendersodisha.gov.in portal). What does it mean? Is the word mentioned Qualification, Technical Proposal is stood as technical proposal only or other else or a copy of technical proposal in original and a duplicate copy please clarify	the Tender has been issued.
6.	Clause No.-3.3.2, RFP 1	It is mentioned 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 5 Financial years from the date of NIT of at least 2 out of 3 activities i.e. Street sweeping, Drain desilting and Conservancy cleaning of any one ULB or in multiple ULBs in India handling a population of at least 100,000 nos. within the project area either under one contract package or multiple contract package. For Two packages handling a population of at least 200,000 nos. For Three packages handling a population of at least 300,000 nos. For All it is mentioned one contract package or multiple contract package	It is requested to clarify that a bidder wants to participate for all ten packages, is the population of 1,00,000 no's is counted for multiple contract package for different ULBs or what will be the population in no's?	The Applicant is free to participate in all the Packages but the maximum number of Packages that can be awarded to one bidder shall be limited to 3 nos. However, as outlined under Clause 3.5.3, in case there is a shortfall in the qualified bidders for rest 7 nos. of packages then the Technical proposal of the bidder/s who have already been awarded 3 packages shall be considered subject to their applicant been received by BMC for the package under consideration.

7.	Clause No.- 3.5.10, RFP 1	<p>If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalize the tender thorough a transparent lottery system where all bidders / their authorized representatives, the concerned Bid Inviting Officer will remain present</p>	<p>It is mentioned at your level that a bidder quoted their rate less than 15% of tender amount then the bid shall be rejected.</p> <p>What does it mean when the more than one bidder quoted the rate 14.99% less than the tender amount which becomes also less than 15%?</p> <p>Secondly it is also mentioned at your level if more than one bidder is quoted the rate 14.99% less than estimated cost then the authority will finalize the L1 bidder through a transparent lottery system.</p> <p>It is our suggestion the word like lottery not feasible for BMC having its headquarter at Bhubaneswar and have got a dignity of smart city. So kindly delete the word lottery and mentioned the sentence like 1st preference for more nos. of years of experience in single municipality/corporation and then more turnover after then similarity observed then process of lottery will be better for finalizing the L1 bidder</p>	<p>This is standard clause followed as per the OPWD code.</p>
8.	Clause No.- 3.3.2.1, RFP 1	<p>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 5 Financial years from the date of NIT of at least 2 out of 3 activities i.e. Street sweeping, Drain de-silting and Conservancy cleaning of anyone ULB or multiple ULBs in India handling a population of at least 300,000 nos. within the project area either under one</p>	<p>In current era, Solid Waste Management/Sanitation has become Global with opening of opportunities through E- Procurement Portals. Hence, the technical criteria should be kept broader and open to all the entities having experience in Solid waste management projects PAN India. This would encourage and invite maximum participation of the bidders in the bidding process.</p>	<p>The Tender condition shall prevail.</p>

		contract package or multiple contract package		
9.	Clause No.- 3.3.3.1, RFP	The Bidder must demonstrate that it has Average Annual Turnover of Rs.374.62 Lakhs from sanitation activities in last three audited financial years i.e. FY. 2018-19, 2019-20 & 2020-21 signed by Chartered Accountant (Statutory Auditor) with UDIN No. In case of Consortium, Total Aggregate Turnover of all Consortium Members should be Rs.468.27 Lakhs. Bidder shall submit its Audited Accounts by Statutory Auditor for last three years along with the Bid.	We request you to consider Income Tax Return and Turnover Certificate Statutory Audit for the last 3 financial years i.e. 2017-2018, 2018-2019 and 2019-2020. The Statutory audit the Financial Year 2020-21 is under process and likely to be completed before set due date (As per the Government of India Directives) i.e. 31 st December, 2021. In light of the same, we will submit the same for financial year 2020-2021 as Statutory Audit gets complete.	The Tender condition shall prevail.
10	Appendix 1 Clause 11	I/We certify that I/we or any Member have not been convicted by a court of law or blacklisted by a regulatory authority.	We request you to kindly modify the clause and it may be read as, I/We certify that I/we or any Member have not been convicted by a court of law or blacklisted by a regulatory authority in the state of Orissa.	The Tender condition shall prevail.
11	General	Additionally, suggest to add following conditions under "Technical Capacity":	<ol style="list-style-type: none"> 1. Bidder must not have suffered bankruptcy/ insolvency proceedings during the immediately preceding five years in the State of Orissa. 2. The Bidder should submit an undertaking to this effect as part of the Technical bid. 3. Any subsidiary of which the parent company has been blacklisted under the Insolvency and Bankruptcy code would not be allowed to participate in the Tender in the State of Orissa <p>This will help to ensure financial discipline has been adhered to in the past by the bidding entity</p>	The Tender condition shall prevail.

12	Clause No. 2.1.16, Volume -1,	One- Bidder for Two Zone Policy shall apply this tender process.	One- Bidder for Two Zone Policy shall apply this tender process.	This is mentioned inadvertently. Hence, it shall be considered as Deleted .
13	Clause No. 2.2, Volume- 2	Road/street-sweeping transportation of waste to disposal sites at Pokhariput or any new site identified by BMC/ segregated MSW to designated wealth centers as instructed by BMC	Requested BMC to give us the average distance from North Zone to Pokhariput Site.	As per the mentioned clause the transportation of waste to disposal sites at Pokhariput or any new site identified by BMC. Hence, the sites shall be identified by BMC such that the average lead for transportation shall be maximum 10 Kms.
14	Clause No. 9.2, Volume - 2	The Performance Security, in the form of a bank guarantee shall be valid for an initial period of 36 (thirty six) months and shall be renewed 3 (three) Months prior to its expiry.	Normally Performance Security is submitted on the basis of annual turnover and renewed on annual basis, as for every year with escalation the amount of performance security varies. Requested BMC to amend the clause.	The Performance Security amount submitted by the selected bidders in line with the stipulation made in the RFP document shall remain valid for a period of 1 year and subsequently to be renewed after expiry each year till the completion of the project. It is also clarified that the Performance Security shall not vary as per escalation provision of the RFP document.
15	Clause No. 9.11, Volume – 2	The Operator shall maintain records of the length of road swept, length of drains cleaned and area/length of conservancy cleaning and quantum (measured in Metric Tons) of waste from the said activities.	As per our understanding bidder have to dispose off the waste to nearest wealth centers of the respective wards. Requested BMC to clarify that these wealth center's are equipped with weight bridge for the measurement of waste in metric tons. Requested BMC to Clarify/Amend the clause.	Yes, all wealth centers are proposed to be equipped with provision of weigh bridge.

16	Clause No.10.7(b), Volume -2	Non-conforming waste including the C&D waste shall not be allowed to dump at the open sites. If non-conforming waste is found, Operator shall transport it to the specified disposal site for such waste at own cost.	Requested BMC to NOT to include C&D waste disposal responsibility to the Road Sweeping Bidder. This clause should be removed from the scope of work.	Collection and Transportation of C&D waste is not included in the scope of the tender packages.
17.	Clause No. 11.3, Volume - 2	BMC may revise, vary, alter or modify penalty system, quantum or mechanism from time to time as it deems fit in the interest of the Project and communicated to the Operator in writing.	Requested BMC to remove the clause for any amended in penalty for the project tenure of three years, this will create unnecessary uncertainty to the bidder and not in line with true spirit for the project service delivery performances.	The purpose of the clause is to simplify the calculation of penalty system and not a mechanism to take undue advantage against the selected bidder.
18	Schedule 5A (4a), Volume 2	The fund will be created through the contribution of MSW operators in the city. 5% (Five) from the monthly bill / invoice of all the MSW operators will be deducted towards "City Solid Waste Management Fund" for the assistance(technical) to the sanitation operators for effective implementation of their project.	Requested BMC to clarify on this clause. Deduction of 5% on monthly bills for city Solid Waste management fund is not fair to the Bidders. Requested BMC to delete this clause.	This has been mentioned inadvertently and shall now be read as " Deleted ".
19	Clause No.5.3.1.1 (d), Volume -3	The operator shall be responsible for sweeping and collection of waste from all roads from wall to wall in the wards twice (2) a day in commercial areas once in morning (before opening of shops) and once in the evening (before closing of shop) and once (1) in day the residential areas or as per the instructions of BMC.	Requested BMC to amend this clause because No manual Sweepers can work for 15-16 Hours a day. Normally duty hours are not more than 8-9 hrs for sanitation staff. Requested BMC to amend this clause to second time sweeping at 12 Noon in Commercial Areas.	The Tender condition shall prevail. The afternoon sweeping is only limited to the identified commercial areas within the package wherein the sweeping operations shall be performed twice a day.
20	Clause No.5.3.1.1 (g), Volume -3	Street Sweeping –Waste shall be transported in segregated form. MSW, inert material and bush/green waste are not allowed to be transported in mixed form. They should be transported separately.	Requested BMC to allow the Sweeping waste & Green Waste to be transported in one vehicle, And Drain Slit should be transported separately. Requested for the necessary amendment in the clause.	Though BMC shall enforce non littering of solid waste on road but in practical work the Selected Agency may encounter situation wherein the household Solid waste are thrown over the road

				and it shall be its responsibility to segregate the waste and transport to the nearest Wealth Centre. Hence, the Tender condition shall prevail.
21	Clause No.5.3.1.4, Volume -3	Conservancy Cleaning-The operator shall be responsible for conservancy cleaning in all the areas identified by the BMC in the project area fortnightly.	Requested BMC to provide location details for the conservancy cleaning in the respective wards.	The Conservancy lanes predominantly exist in areas wherein Government quarters are located. The same shall be identified through a joint survey prior to commencement of the work.
22	Clause No.5.3.1.4 (g), Volume - 3	Common Scope- The manpower deployed shall be paid as per minimum wages modified by Govt of Odisha from time to time.	Requested BMC to provide the current salary structure of sanitation sweepers with details of bonus and any other salary component's applicable.	The Labour rates as notified by the Labour Department, Odisha from time to time shall prevail.
23	Clause No.5.3.1.4 (i), Volume - 3	Common Scope- The operator is responsible for deployment of biometric attendance system and shall ensure marking of daily biometric attendance of staff deployed.	Every Manual Sweepers directing go to their respective beats for their daily work, taking biometric attendance for more than 300 Km/ 400 plus manual sweepers at their respective beats is very difficult & time consuming. Requested BMC to relax the clause with Attendance registers maintained by ward supervisors.	It is a requisite system that shall be used for measurement of work and billing purpose. Hence, the Tender condition shall prevail. However, the Selected Agency is also free to use advance technology towards monitoring of attendance system subject to prior approval from BMC.
24	Clause No.5.3.1.4 (n), Volume -3	Common Scope- The operator shall provide the services of project activities for 7 days a week and 365 days a year irrespective of any National Holidays, Festivals, local holiday or strikes/ band etc.,	Requested BMC to relax the working on National holidays, normally on 50 % work force do the work in all the main areas of wards on National Holidays, Festivals.	The Sanitation system of the city is very crucial and in no way it can be compromised. Hence, the Tender condition shall prevail.
25	Clause No.5.3.1.4 (v), Volume -3	Common Scope- The operator shall be responsible for setting up of workshop and parking areas.	Requested BMC to provide space for vehicle parking, maintenance workshop, store & small office.	This cannot be guaranteed during the bidding stage.

		The documentation in this regard in form of rent/lease agreement shall be provided by the operator to BMC. BMC will not be responsible for providing of land for this purpose.		
26	Clause No.5.4, Volume -3	Service Delivery Schedule – Table No.9 5.00 AM to 10.00 AM & 3.00 PM to 6 PM In commercial areas once (1) in a day and once (1) in night	Requested BMC to amend the timing for second time sweeping from 3pm-6pm TO 12noon- 2pm, due to the reason that manual sweepers cannot work from 5 AM to 6 PM for 13 Hours. Requested BMC to make amend for 8 Hrs working with two time sweeping i.e, one time in morning and one time in afternoon in commercial areas.	The Tender condition shall prevail.
27	Clause No.6.1, Volume - 3	Penalties – 1.(a) Table 15: Performance Penalties as per the MIS 1.5% of the monthly bill for every 1% shortfall or part thereof for the 2nd Month onwards.	Requested BMC to reduce the percentage of penalties, it's too high -- for every 1% shortfall additional 1.5 % will be penalized. Requested for the review and necessary amendment.	The Tender condition shall prevail.
28	Clause 1.6.6	Bid Submission dead line	Request for bid submission dead line extension from 05.01.2022 to 31.01.2022	As mentioned in SI No.2
29	Tender Portal	Critical Dates	Clarification End date-30-12-2021	The same has been fixed inadvertently during uploading. The bidders are requested to follow the timelines stipulated in the RFP document.
30	Clause 2.21	Inflation Adjustment	Labour component may kindly be extend from 70% to 85%	The Tender condition shall prevail.
31	Clause-3.3.3.1	Last 3 years audited financial Statement for FY-2020-21, 2019-20 & 2018-19	Request for submission of last 3 years Financial statement for F.Y-2019-20, 2018-19 & 2017-18	As per SI no. 9.
32	Clause-5.10	Resource deployment : LCV	Request to increase the number of LCV for sweeping collection may kindly be increased from 1 No. to 4 Nos.	The Tender condition shall prevail. The payment for this work shall be made on a monthly lump sum basis. Hence, the bidders shall make their own assessment

				prior to quoting the rates in the Financial proposal.
33	Clause-5.3.1.5	Deployment of Vehicles for Green waste roots/stem	No. provisions for vehicle deployment for transportation of green waste/stems to Gadakana	Tender condition shall prevail.
34	Clause-5.10.1 5.10.2 5.10.3	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-III	Please clarify, whether operator can use its existing vehicles such as compactors, dumper placer, and tippers, Tractors more than 2 year old for collection and transportation purposes.	Operator can use existing vehicles in addition to vehicles mentioned in PIM Vol-III towards minimum deployment. Use of compactor, dumper, tipper, and tractors is not allowed in wealth centers.
35	Clause 6.1	Penalty provisions	Penalty provisions on resource deployment may kindly be deleted, so as to enable bidders to provide better performance level.	The Tender condition shall prevail.
36	Clause 2.21	Inflation Adjustment	As per the provision, it is mentioned that, (i) Revision in Tipping Fees as per clause 2.21 shall be done on 01st April of every year on monthly basis for previous year. (ii) First revision shall be applicable after at least 6 months from the COD or next revision date as per 2.21, whichever is later.	The Tender condition shall prevail.
37	Clause-5.10	Resource deployment : LCV	Life span of LCVs/Tractors is for 7 years and the bidder require to deploy these vehicles for a contract period of 3 years only, So it is requested to increase the contract tenure from 3 year to 7 years or BMC buy back these old vehicles from bidders.	The Tender condition shall prevail.
38	Clause-2.11.1	Envelop-1-Qualification Envelop-II-Technical Proposal	Please clarify the meaning of qualification and technical proposal envelop.	As mentioned above in SL No.5

39	Clause-2.21(III)	Revision in tipping fee shall be done on 1 st April of every year on monthly basis for previous year.	From which date it is applicable if the labours wages enhanced after one month from COD.	The escalation for Labour shall be linked to changes in minimum wages by the Labour Department Odisha.
40	Clause-5.2 ©	Two years Old	Allow running Conditions	The Tender condition shall prevail.
41	Clause- 5.3.1.1 (d)		Clarify the frequency of road sweeping in residential area.	Once in a day in the morning.
42	Clause- 5.3.1.4(v)	BMC will not responsible for providing of land.	Badly needed for BMC land for setting of work shop/ parking area.	As mentioned in SI No.25
43	Clause-5.10.1	The no of manpower /Push cart shown in tender paper	Please clarify whether these are mandatory or not.	Yes, It is the Minimum Deployment as per PIM,VOL-III
44.	Clause-5.10.3	Conservancy waste /Bush uprooting waste transported through LCVs.	Please clarify how green waste like tree, branches, roots log will be transported by which mode.	Biodegradable leaves shall be transported to Wealth Centers. Tree branches and wood shall be transported to designated sites of BMC.

Memo No. 44 /BMC,
Copy forwarded to all Members of Tender Evaluation Committee, BMC for kind information.


Dated. 01.01.2022


Chief engineer (Sanitation)
Bhubaneswar Municipal Corporation

Memo No. 45 /BMC,
Copy forwarded to EE-I for Publishing the Pre-bid Clarifications in Tendersodisha.gov.in Portal.

Dated. 01.01.2022


Chief Engineer (Sanitation)
Bhubaneswar Municipal Corporation


Chief Engineer (Sanitation)
Bhubaneswar Municipal Corporation