

Subject: Appointment of Independent Consultant [IC] to independently monitor the work of Collection and Transportation of Municipal Solid Waste on a long-term Design, Procure, Build, Operate, Maintain and Transfer (DPBOMT) Basis as per MSW (M&H) Rules 2000 (amended time to time) from Select Zone/Group under North Delhi Municipal Corporation.

Group 1: City Zone and SadarPaharganj Zone

Group 2: Karol Bagh Zone

Group 3: Narela Zone

Reply to pre-bid queries raised by bidder for the above said work are as below:

M/s MSV International Inc. (letter No. MSV/BD/2014/17759 & 17834 dated 2 & 11 December 2014)		
S.no.	Clarification	Reply
1.	<p>In section 1 letter of invitation under clause 11 page 1-6 “Technical evaluation” it specified and we quote;            “if rate quoted by L1 Bidder is higher than the justified rates worked by NDMC, then the L1 Bidder shall be invited for negotiation if the L1 bidder fails to bring his/ her rates well within the justified rates, the NDMC at its discretion has all the rights to invite L2 bidder for negotiation or recall the bids.”</p> <p>We request the client that this clause be deleted. It is unfair once the L1 bid is declared (because the selection is based on the lowest bidder) to have him reduce his bid in case he is higher than NDMC estimate. In case this clause is not deleted then NDMC should provide what their justified rates are, so that all bidders bid below that or bids are no responsive. In many World Bank and Asian Development Ban when</p>	This may be considered by the department at a later stage.
2.	<p>In section 11 Information to Consultant, clause 2.2.14 page 11-13 event of default, it states and we quote “IC shall submit daily inspection report (of the previous day) to the Engineer In charge by 5 pm of the next day, failing which IC shall be fined Rs. 5000/- per day/ per default.</p> <p>We request the client to change daily reports to be submitted every day to end of every week also reduce the fine from Rs. 5000/- to Rs.500/- per day/ per default because otherwise all the Staff will be busy submitting daily reports to avoid the fine and not perform actual function of IC.</p>	No Change.
3.	<p>Page 111-6, clause 602 conducting Random Inspections: the frequency &amp; no. of inspections to be carried out may be clarified, is it every day or every week or what.</p>	In clause 1.9 frequency of inspections of project facilities is given clearly.
4.	<p>Section 11 Information to consultant clause 2.9 “Evaluation of Technical Proposal” Page 11-25 under note it talks about CV’s of three managers but as per clause 2.2.7.1 under personnel it shows two managers. Please clarify whether there are two or three managers.</p>	Is shall be read as two.
5.	<p>Page II-11 Personnel Clause 2.2.7, it does not state the requirement of office staff. We propose that two computer operator and one office boy shall also be deployed to ensure timely submission of daily/weekly and other reports and returns.</p>	No Change. The subordinate/ Supporting Staff should be engaged by the consultant as per agreement.
6.	<p>It is also submitted that in view of “ Swach Bharat Abhiyan “ 03 No. supervisors (zone) are not adequate, it should be increased to 06(six) to carry out inspection twice in a day.</p>	No change. However, consultant is free to engage any no. of supervisors but three nos. of supervisors mandatory.
7.	<p>Please confirm that the Team Leader who is</p>	No Comments.

	presently deployed in NDMC project can be propose for this project as that project is nearing completion	
8.	Qualification of Manager- Diploma holder with 10 year instead of degree holder with 3 years of experience.	No Change.
9.	Please clarify if the office for the consultant will be provided by concessionaire.	Site office at the space provided to the concessionaire can be provided for Independent Consultant.
10.	Additional Query: As per personnel clause 2.2.7, two number supervisor (zone), two number inspection vans and nine numbers motor cycles are mentioned. We propose there should be three numbers supervisors (zone), four numbers inspection bans and twelve numbers motor cycles.	No Change.

M/s J.M EnviroNet (P) Ltd. (Letter Nil dated 8 <sup>th</sup> December 2014)		
S.no.	Clarification	Reply
1	Refer Page 1-5 of RFP: How many firms can be associated in JV/SPV	Maximum of two firms can be associated in a joint venture in which each partner will be jointly severally responsible for execution of the contract.
2.	Refer Page 1-5 of RFO: We understand that since SPV through JV is permitted, the evaluation of proposal shall be done jointly of all the SPV partners to fulfill the eligibility criteria	The lead member shall fulfill the technical qualification. However, the other partner may be permitted for satisfying financial eligibility criteria.
3.	Refer Page III-9 : Key Personnel & Team Members : It is advised to add Post Graduate in Environment in addition to other mentioned qualification for Senior Manager & Managers as project is related with waste management which is a big attribute of environment activities.  In place 3 Managers 2 managers will be sufficient who will take care for their zones and SLF also, hence CV of two managers may be allowed for technical evaluation.	It is understood that experience plays an important role in consultancy project particularly in third party monitoring. Therefore, we have taken minimum five years' experience along with degree in Engineering for Senior Engineer position.  We have in the RFP already asked for two managers position. In clause 2.9.1 the three managers shall be read as two managers.
4.	Clause 2.18 (PageII-23) : Selection & Notification:- The selection criteria Is on L-1 basis we advise that selection of consultant be done on Quality Cost Based Selection (QCBS) at 80:20 ratio to ensure most eligible selection of consultant and to avoid unrealistic minimum quote.	No change.
5.	Summary cost (5B); Refer page V-8: We understand that Bid Amount does not include service tax.	The bidder shall quote rate inclusive of everything except the Service Tax.
6.	Refer Clause: 2.2.8.1 says that 'Contract fee shall be shared by NDMC and Private concessionaire in 50:50 but whole amount shall be paid through NDMC. Here, we advise that 50% of fee to paid directly by concessionaire to IC and 50% through NDMC as it wil facilitate smooth functioning of project due to regular liquidity.	No Change.

M/s IPE Global (Letter No. IPE Global/01113/313 dated 8 <sup>th</sup> December 2014)		
S.no.	Clarification	Reply
1.	Section –II; Clause 2.9.1 Selection and Evaluation Criteria The referred clauses indicate the qualification criteria to be Least Cost. The Consultant would	No change.

	<p>like to bring to your kind privy that according to Planning Commission Guidelines, Technically challenging and complex projects should have Quality and Cost based Selection rather than Least Cost (copy enclosed) . Since this is Technically demanding project, high weightage should be given to the technical strength and competence of a firm. Hence the Consultant would like to submit that the technical qualifying criteria be revised to Quality and Cost based selection. This may please be considered.</p>	
2.	<p>Section –II; Clause 2.1.3 Visits to Project Location with already engaged Concessionaire Since the visits are a important part of proposal preparation, the Consultants would like to submit that the Client should facilitate the visits for the Consultants and the arrangements of the visits at a scheduled date and time for the Consultants</p>	<p>The bidder visit the concession area at his/ her own cost and apprise himself with the ground condition. It shall however be noted that the current concession is going to expire by 31.03.2015 and new concessionaire will take over the work afresh.</p>
3.	<p>General Status of Work Done till Date by the Concessionaire We request the Client to provide the details about the status of work done till date</p>	<p>As above.</p>
4.	<p>General Performance Security Amount As per CPWD norms and as a general Practice, the Performance security amount is 5% of the Quoted Consultancy Value. In lieu of the same, the Consultant would request to kindly revise the Performance security amount clause to 5% of Total Quoted Value.</p>	<p>No change.</p>
5.	<p>Section –II; Clause 2.9.1 and Section –III; “Key Personnel and Team Members” Requirement and Education Qualification of Finance Expert The former referred clause states that one Finance Expert is needed in the main pool of experts while the latter referred clause does not make any mention of the Finance Expert Position. The Consultant would request for a clarification on the same.</p>	<p>The Financial Expert may not be required in day to day working or functioning of the project. But the services of financial expert may be required at some specific points during the project monitoring for which the bidder shall have to make necessary arrangements.</p>
6.	<p>General Qualification of “Senior Manager” In case the Consultant is planning to bid for both the sets of packages i.e Set 1: Rohini, Civil Lines and VasantKunj and Set 2: City Zone; Karol Bagh; Narella, the experience of Senior Manager for first Package is sought to be 15 years while for the second it is given to be 5 years. The Consultant would request for a clarification on the same.</p>	<p>Both are independent projects and should not be merged.</p>
7.	<p>Section –II; Clause 2.2.7.2 Supporting documents for the Key Personnel. Obtaining Testimonials for the entire Key project personnel from their previous employers is not a common practice for a Private consultancy firm. Additionally organizations, for which the Personnel had worked, might have undergone organizational makeover. So this makes procuring Testimonials a difficult and a time taking task. The Consultants would hence like to suggest that this particular clause be relaxed</p>	<p>CV of the Key Personnel should be attached. However, testimonials from the previous employer is not mandatory.</p>
8.	<p>General Proposed Input (Man- month) for the Key Personnel</p>	<p>Question is not clear.</p>

	The Consultants would request for a clarification on the exact proposed input of all the Key Personnel in the Project.	
9.	<p>Section –II; Clause 2.5.3; Sub Clause- ‘Form 4E and 4F’</p> <p>Original signatures of experts on Cv</p> <p>The Consultants would like to submit that, most of the experts of similar experience are working on the project site at various locations. At some situations these experts are working in rural places with no internet or limited internet access. Under such situations, it is difficult to obtain the physical signature of the expert for submission of proposal. The Authorized representative may sign and certify the CV on behalf of the Organization. This may kindly be accepted.</p>	Accepted
10.	<p>Additional Point</p> <p>Extension of Date Submission of the Proposal</p> <p>Keeping in view the time required to finalize the Technical and Financial Proposal after receipt of the clarifications it is recommended that a minimum period of 2 weeks be given after issue of the Minutes / Clarifications. This aspect may please be considered in fixing the date for submission of the proposal.</p>	Sufficient time will be given for the bid submission.