

Subject: - Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on Mahindra Bolero/Tata 207 or equivalent vehicle with driver, operator/ Beldar and with all accessories and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of minimum 1000 Ltrs capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day. Select Zones/Groups Group 1: City, Sadar Paharganj & Karol Bagh Zone, Group 2: Narela & Rohini Zone, Group 2: Civil Line Zone.- Pre Bid Queries Regarding.

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

<b>M/s A.G. ENVIRO INFRA PROJECTS PVT. LTD.</b>		
<b>S.no.</b>	<b>Clarification</b>	<b>Reply</b>
<b>1.</b>	Implementation period is 90 days This should be minimum 120 days considering vehicle procurement and water tank manufacturing period.	No change.
<b>2.</b>	Escalation is linked to only fuel and wages.  This should not be linked only to fuel and wages. Vehicle maintenance expenses also keep increasing year on year. Hence the escalation should be minimum 5% yearly on the quoted price.	No change.
<b>3.</b>	Page 8, Clause 2.0. It says that the contract can be discontinued at any point of time by NDMC.  Special purpose equipment and will be procured specially for the project. Each package will be having minimum capital cost of 2 Crores. These infrastructures cannot be used anywhere else. Hence the contract period should be confirmed period. Capital cost of the project will be recovered from per day charges.	No change.
<b>4.</b>	Contractor will make own arrangement for parking of these vehicles and water facility.  To park 23 vehicles minimum 1500sq mtr land is required along with proper security/ workshop facilities/ Complaint centre. NDMC should allocate that area within project area to make project economical. Further, water arrangement in Delhi is a major concern and hence it should available at provided workshop. Total water required per day is 23000 ltrs. Which is a huge quantity and provision for the same is important. We should not bid, if water arrangements are not preplanned. Water charges and electric charges shall be borne by the contractor.	No change.
<b>5.</b>	Page 14, Clause 3.2, Retention Money.  Contractor is investing for the entire capital cost of the project and contractor is also giving 25 lacs performance ban guarantee. Further 2.5% retention money deduction will hamper cash flow in the project and will affect the economical viability of the project. Hence retention money should not be deducted.	No change.
<b>6.</b>	Page 10, Clause 2.2 (v), It says contractor will have to work even on Sundays.  To clarify whether is work is 365 days or excluding Sundays/ Public Holidays?	The vehicles will be deployed only for working days. However, on Sundays Holidays, vehicles could be deployed if required, with prior approval for that particular day. It is defined in Clause 2.2, Sr. No. XII.
<b>7.</b>	Sub contract not permitted.  NDMC should permit manpower supply sub contract in case the contractor wishes to outsource the same to experienced manpower suppliers in the particular field.	No Change.
<b>8.</b>	Page 13, clause a) penalty. It says penalty free down time of 10 hours in case of break down.  To get clarified 10 hours per vehicle. Breakdown due to routine issues are very common in vehicles and minimum flexibility should be given considering practical situation.	No change. Subject to complete the work, to compensate the breakdown period, penalty free 10 hours per vehicle per month is permitted.

<b>M/s KAM-AVIDA ENVIRO ENGINEERS PVT. LTD.</b>		
<b>S.no.</b>	<b>Clarification</b>	<b>Reply</b>
1.	EMD Exemption Benefit as per Gazette issued by MSME Ministry.	Exemption as requested cannot be granted.
2.	Jetting Pump Flow Rate.	All minimum specifications have been mentioned in the tender document. Pressure of 130 to 200 bar is required. Flow should be sufficient to clean the public conveniences.

<b>M/s METRRO WASTE HANDLING PVT. LTD.</b>		
<b>S.no.</b>	<b>Clarification</b>	<b>Reply</b>
1.	Sourcing of water: In the past we have seen that in the justification, NDMC considers cost of water @ cost of water provided by DJB. We wish to clarify that it is not permitted for toilet cleaning. As such NDMC has to source treated water. Further the cost of water should be considered after adding transportation cost through tankers.	Work will be executed as defined in the tender document.
2.	At various places in the tender documents, it is mentioned that the rate is for minimum 8 hours working. Does that mean that NDMC officers can use the machines for 20 hours also at the same rate? Rate should be for 8 hours shift and not minimum 8 hours.	Work will be executed as defined in the tender document.
3.	Page 6, clause 2- Bid shall be valid for one year from the date of opening of financial bid or negotiation whichever is later. Does that mean that in case NDMC opens the bid after 50 years in 2065, it will be valid till 2066? What is the logic behind such clauses?  Do you want the bidder to keep unjust buffer/contingencies which will be unjust loss of public money? Such clauses restrict competition	No Change.
4.	Page 6, Clause 5. What is the logic behind permitting only EMD through DD? Such clauses restrict competition.	No Change.
5.	Can the bidders submit EMD in the shape of FDR? If not, why?	No Change.
6.	Clause 6- Performance security can be submitted only for one year which can be renewed. Banks do not issue Bank guarantees for 7 years.	Agreed. The Performance Security shall be kept valid for the entire contract period. Contractor shall ensure the validity of the Performance Security.
7.	Clause 6- What is the logic behind 2.5% security money? It is not a construction contract.	No Change.
8.	Clause 6- The tenure should be 7 years from the date of COD/readiness certificate. Else the NDMC should calculate justification in '7 years less 3 months' i.e. 81 EMIs.	No Change.
9.	Implementation period should be 6 months.	No Change.
10.	Clause 6- Penalty of Rs. 20000 per day is too harsh. It should be Rs. 2000 per day.	No Change.
11.	Clause 9- It is mentioned that the Jetting machine would be hired on "day-to-day" basis. Minimum assured shift should be allocated. Further, who would decide the day-to-day requirement and how? Such clauses increase arm-twisting.	Jetting Machines will be deployed as defined in the RfP.
12.	Clause 9- It is mentioned that above rates are inclusive of taxes. Which all taxes have been considered by NDMC?	The rates are inclusive of all taxes . Nothing extra will be paid at any stage except the increase/ decrease in cost of fuel and minimum wages as mentioned in the RfP.
13.	All taxes like Service Tax/GST/VAT etc applicable on monthly bill should be paid extra.	No Change.

14.	It is mentioned that machine should have diesel/petrol engine. We wish to clarify that it is illegal as per norms of RTO, Delhi and M V Act. Why does NDMC want the bidder to install petrol/diesel engine? It should be left to bidders. NDMC should only specify the pressure required.	No Change.
15.	Page 8, Clause 2.0- It is mentioned that at present NDMCs SKs are cleaning the toilets. It is suggested that machine with driver cum operator should be taken from us and NDMCs SKs should continue to clean the toilers using our machines. Using auto-tippers/jetting machines has led to huge under utilization of NDMC's labour.	No Change.
16.	Page 8, Clause 2.0- It is mentioned that tenure is maximum 7 years. Does that mean that it can be 2 months also? How many EMIs would NDMC consider in justification? This is important so that the quoted rates are in line with NDMCs costing and requirement. Further no Bank/lender would fund a project with such ambiguous tenure and conditions. It seems NDMC is confused and unsure about the requirement of these machines and future of this work	The deployment procedure and period has been clearly defined in the tender document.
17.	Page 8, Clause 2.0- IT is mentioned that services can be terminated any time by NDMC. What would the bidder do with machines and manpower? Why would any one invest crores of rupees? <b>Again such clauses shall seriously restrict competition</b>	No Change.
18.	It is mentioned that 8 hours does not include water filling time. Please ensure that cost of two drivers per machine is taken into justification. Because 2-3 hours everyday would be consumed in water filling due to which our actual working hours from parking to point, point to parking and water filling time shall exceed 16 hours	Work will be executed as defined in the tender document.
19.	How can Urinals/CTC/Toiler blocks be considered under the same category in reaching target of 18 sites? This can lead to favoritism or arm-twisting. The number of sites should be increased/decreased as per requirement by Engineer in-charge	Work will be executed as defined in the tender document.
20.	It is mentioned that jetting machine will remove blockage. It shows that NDMC has never used a machine in past for de-choking. A de-choking machine should compulsorily have suction tank. What would NDMC/contractor do in case line is not de-choked after jetting cycles? Can you imagine 100s of litres of water floating around? It will make the condition horrible. Do you want a gun on the hose or jetting nozzle?	Work will be executed as defined in the tender document.
21.	In the past, MCD has been arm-twisting vendors by holding bills due to vague reasons like pending verification by hundreds of officers or by asking imaginary reports which are unrealistic. Please confirm the reporting system in advance or assure that only logical, viable and practical reports shall be sought.	Work will be executed as defined in the tender document.
22.	Page 9, Clause 2.0- It is mentioned that rate includes accident claims, challan and all taxes. Kindly inform the amount of accident claims and challans considered by NDMC in justification? According to our information, no taxes are currently applicable on these machines. However you have mentioned t rate includes taxes. Please clarify.	Work will be executed as defined in the tender document.
23.	Clause iv, T&C- Please define modal. Further in case you have considered life of the machine as 7 years, then the tender should be for 7 years and 3 months, since 90 days are for implementation.	Model of the vehicle required is defined in the RfP. Date of model will be considered as date of registration of new vehicle with the RTO.

24.	Clause v, - T &C- In case the machine is used for only 1 hour on say a Sunday, due to emergency. How amount would be paid to the contractor?	Irrelevant question.
25.	Clause vi, T&C- It is mentioned that the route plan shall be finalized for minimum 8 hours working. Does that mean you can make the route plan for 20 hours also?	Vehicle plans will be prepared for 8 hours optimal use.
26.	Clause vi, T&C- 18 nos should be monthly average and scope for both increase/decrease should be there.	No Change.
27.	Clause vii, T&C- It is mentioned that acid has to be used. Is it legal and permitted? Please confirm.	Word 'Acid' shall be read as 'permissible toilet cleanser cum disinfectants'.
28.	Clause viii, T&C- These details have to be submitted during implementation period?	All the vehicles deployed by the Concessionaire shall meet the minimum technical specifications given in the RfP. However, the contractor can propose a better specification than the minimum specifications. The proposed vehicle specifications shall be submitted with the bid document. The details of the chassis etc. may be given during the implementation period.
29.	Clause ix, T&C- Please show a sample of the GPS system sought. In the past MCD/NDMC officials delayed the bills due to unrealistic GPS reports.	It is the responsibility of the contractor to install GPS system and submit/ maintain the reports as required by the department.
30.	Clause x, T&C- The clause regarding photographs is too vague and shall be used for arm-twisting. How many photographs per CTC are required? If a CTC has 20 WCs/urinals, then?	It is in the interest of work and to avoid public apathy, it is a must that the contractor shall upload as many photographs of the toilet as can be to in support of the good work done by her/him.
31.	Clause xi, T&C- The tender is for hiring of machines and not maintenance of toilets. There are chances that a toilet cleaned in the morning, requires cleaning again due to excessive usage. Would double counting of that toilet be done in reaching target of 18? E.g. in 18 toilets, there can be chances that 6 toilets require cleaning thrice a day. Please explain.	Work will be executed as defined in the tender document.
32.	Clause xii, T&C- In the past it is observed that the SS/Sis utilize the machines on Sundays, and payments are released as per whims and fancies of the Engineer-in-charge. SS/Sis should be asked to take prior approval before taking the machine. In case, they utilize the machine, payment should be done. Who would be the competent authority?	The contractor will work on holidays only with prior approval of competent authority, with proper supervision. Permission will only be given by Engineer-in-Charge, who will be responsible for obtaining necessary approvals from Higher Authorities.
33.	Clause xiii, T&C- Please ensure that cost of 2 drivers is taken in justification because time/fuel cost between garage to 1 st point, last point to garage and water filling shall be borne by us.	Work will be executed as defined in the tender document.
34.	Clause xiv, T&C- What action would NDMC take against SI/ASI/SS in case they do not sign/verify the log sheets on time? It is the responsibility of NDMC and not contractor. Infact log sheet is the property of NDMC and should be submitted by NDMCs staff only.	Work will be executed as defined in the tender document.
35.	Clause xiv, T&C- Try to make payment means? This goes to show the attitude of NDMC towards its prime duty during "Swachh Bharat Mission". Such clauses shall restrict competition.	Payments are based on the funding received by the Corporation from various sources. So delays are possible. Bidder shall not see everything in wrong perspective.
36.	Clause xvii, T&C- Parking should be made available by NDMC. It is very important.	No Change.
37.	Clause xxiv, T&C- This clause shall restrict competition. Bidder will load 50% contingency due to such clauses or only old MCD/NDMC contractors will participate. For wider competition and participation, such clauses should be removed.	No Change.

38.	Clause xxxii, t&C- Penalty clauses are too harsh. No penalty should be imposed in case of police impound, fitness, engine failure, major accident. Such problems are part of day to day operations and cannot be ruled out.	No Change.
39.	Clause xxxii, t&C-Penalty at clause c, should be reduced. Double the rate per day would mean thrice the penalty? Please clarify	No Change.
40.	GPS penalty may be relaxed for three working days. MNCs like Map my India are not open on Sunday/holidays	No Change.
41.	Escalation for fuel/labour should be increased	No Change.
42.	Clause 5.7.1 - Recently NDMC invited tender for solid waste collection where experience of last five years was sought equal to 80% of the scope of work.  However, here experience of only 2 machines (10% of the scope of work) for only one year is sought? What is the logic behind arbitrary criteria?	Criteria has been fixed for better competition.
43.	Clause 5.7.1- “The bidder must have the experience of carrying out cleaning & operation of urinals/ toilet blocks through any of the mechanical means by deploying equipments and manpower for at least one years during last three years on the last date of submission of the bid in anywhere in India with any Govt. Agency.”  How can the department keep such an open ended and ambiguous criteria? <b>In case a bidder has experience in maintenance of only 2 toilets, would you qualify the bidder?</b>	No Change.
44.	Clause 5.7.1, “The bidder must have the experience of carrying out sanitation services work through mechanical means by deployment/hiring of at-least five vehicles (in his/ her own name) of equivalent or higher capacity for the minimum two years during last seven years on the last date of submission of the bid in any Government Department.” In case a bidder does not have any experience in maintenance of toilets or operation of jetting machines; a bidder would be eligible according to you with experience of only say 5 tipper trucks?	No Change.
45.	Clause 5.7.2: In the recent tender for garbage collection, NDMC sought Net Worth equal to Rs. 10 crores. Here net worth of only Rs. 20 lacs has been sought. Even if the solid waste tender is 10 times the estimated cost, Net Worth sought should be Rs. 1 crore. What is the logic behind Rs. 20 lacs net worth, Is it as per CPWD norms?	No Change.
46.	Clause 5.7.2: In the tender for solid waste, Solvency of Rs. 20 crores was sought i.e. twice the turnover criteria of Rs. 30 crores. In this tender turnover sought is Rs. 1 crores, as such the Solvency should be Rs. 66 lacs.	No Change.
47.	The turnover criteria is not as per CPWD/GFR norms. Has permission for relaxation been taken from competent authority?	Irrelevant question.
48.	Termination payment should be given in case of default of contractor and NDMC.	No termination payment will be given to contractor in case of default of contractor and NDMC. The vehicles are being hired only.
49.	Specifications of the machine mentioned do not meet the norms of RTO, Delhi.	Same type of machines are already registered.