

Name of work: - Operation & Comprehensive Maintenance of Ten nos. MRSM for three years in EDMC.

In reference to the pre-bid meeting vide NIT No. EE-E&M/EDMC/Engg/2020-2021/06 Dated- 21/07/2020, Tender No. 318995 was held in the office of CE (E&M) on 06.08.2020 at 02: 00 P.M, the clarification sought by the bidders and the reply of the department are as under:-

| Clarification Sought | Deptt. Reply |
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| M/s TPS Infrastructure Limited | |
| a) Earnest Money Deposit: EMD should also be allowed in form of Bank Guarantee. | a) No clarification has been sought. The existing terms & conditions shall prevail. |
| b) Critical Components: List should also include jetting pump as critical part | b) No clarification has been sought. The existing terms & conditions shall prevail. |
| c) Similar Work: The tender is for comprehensive Operation and Maintenance hence hiring or other such works cannot be treated as similar work. This is also not in line of SDMC and North DMC tenders. | c) Similar works shall mean the work of O&M of Mechanical Road Sweeper Machine on minimum 16 ton GVW& 4.5 CuM minimum dust container capacity truck or higher capacity. |
| d) Performance Guarantee : The Earnest Money Deposit should be adjusted against Performance guarantee.. | d) No clarification has been sought. The existing terms & conditions shall prevail. |
| e) Section II T&C, S. No. 9 : In case of use of back suction pipe/wandering hose the minimum kilometer shall be reduced. | e) No clarification has been sought. The existing terms & conditions shall prevail. |
| f) Section II T&C, S. No. 17 & 30: It is understood that the dumping place and time taken to dump and travelling is the part of shift. If any change please Specify. | f) The machine shall be used for sweeping roads on single shift of 8 (eight) hours operation. After cleaning the area, the material collected shall be dumped at permitted Solid Waste disposal facility in nearby disposal site/area or as directed by Engineer-in-Charge. If machine goes for unloading of debris, only time for dumping shall not be included, travelling time included in the work. |
| g) Section II T&C, S. No. 32: During our experience in North DMC it was observed that there are some recommendation which are not practically possible hence such reasonability be assured | g) No clarification has been sought. The existing terms & conditions shall prevail. |
| h) Section II T&C, S. No. 39: This service and repair be also at site or parking place. | h) All Periodical Preventive Maintenance (Servicing of vehicle & Auxiliary Engine) as per manual of the machine shall be done at the OEM or its authorized service centre/site /parking place as per requirement and feasibility. |
| i) Section II T&C, S. No. 40 : A declaration by OEM for work as per OEM recommendation shall be considered equally. Note : Section II T&C . S. No.40 : We appreciate that the department wishes to use services and spares of OEM, however in last two years no service or spare parts have been taken by EDMC or its service provider | i) All spare parts to be replaced shall be procured form Authorized Dealer of Original Equipment Manufacturer. The repair and maintenance works shall be carried out under the supervision of Engineer-in-Charge. The details of work shall be submitted at the time of monthly running bills/ a certification in this regard by OEM conforming SOP. |
| <u>M/s KAM-AVIDA.</u> | |
| a) N.B. and point no. 5 of eligibility condition for black listing : Please confirm which of the two criteria is to be considered. | a) Point No. 5 shall prevail. |
| b) EMD : Please allow in the form of Bank Guarantee as amount is huge. | b) No clarification has been sought. The existing terms & conditions shall prevail. |
| c) Critical components : Inter pump make sprinkling pump is also integral part so shall also be included. | c) No clarification has been sought. The existing terms & conditions shall prevail. |
| d) S. No. 1 of Eligibility criteria point (a): We understand that it is mandatory to have comprehensive O&M experience of Road Sweeper machine for the manufacturer, OEM or | d) No clarification has been sought. The existing terms & conditions shall prevail. |

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| their Authorised Dealer. | |
| e) S. No. 1 of Eligibility criteria point (c): Hiring and comprehensive O&M are not comparable work so hiring shall not be considered. Also same is in contradiction in part (a) and (c) of point No. 01. | e) Similar works shall mean the work of O&M of Mechanical Road Sweeper Machine on minimum 16 ton GVW& 4.5 CuM minimum dust container capacity truck or higher capacity. |
| f) S. No. 6 Performance Guarantee : As per CPWD manual there is provision of EMD being adjusted with performance guarantee, kindly keep the provision. | f) No clarification has been sought. The existing terms & conditions shall prevail. |
| g) SECTION II Point No. 01 : Arrangement of hook loaders/dumpers is not in the scope of agency so transferring dust has to be done by department. | g) EDMC has already provided a designated dumping location at C&D plant or the same be provided as the case may be. |
| h) SECTION II Point No. 09 : Route allocation, condition of route, unauthorized parking etc. are not under the control of agency so it shall be the responsibility of department. | h) The route shall be provided by the deptt. In case of any issue, the bidder has to intimate the deptt. In writing for necessary action. |
| i) SECTION II Point No. 10: Certification from OEM for the same should be deemed sufficient. | i) Appropriate maintenance and upkeep of vehicles will be ensured by incorporating the OEM recommended service schedules by the contractor and a certification from OEM/Authorized dealer be deemed sufficient. |
| j) SECTION II Point No. 17 : As per our understanding dumping of dust is to be done as per the direction of department, please clarify. | j) The dust collected shall be dumped on/nearby the route or deptt. shall instruct the location. |
| k) SECTION II Point No. 21 : Certification from OEM for the same should be deemed sufficient. | k) All minor and major repairs i/c breakdown or due to any accidents etc. and replacements i/c Lubricants, fuel/diesel, and all consumable e.g. radiator coolant & all other daily/scheduled check will be on scope of work of agency i/c repairing of tyre puncture, battery and other top-ups details of which shall be submitted at the time of billing or a certification from OEM/authorized dealer. |
| l) SECTION II Point No. 28: Please clarify if there is any change from point no. 27 | l) No change in point no. 27, staffs have to be deployed as per clause no. 27. |
| m) SECTION II Point No. 32: It has been observed that many a times third party audit team does not correlate feasibility and practicality of various factors so this clause shall be changed accordingly | m) No change in clause no. 32 however, appropriate decision shall be taken by deptt. in such instance. |
| n) SECTION II Point No. 39: Place of servicing to be done by OEM shall not be specified as it shall be decided as per the conditions of work. | n) It can be done at site/parking place/service center as per situation demands. |
| o) SECTION II Point No. 40: Certification from OEM for the same should be deemed sufficient. | o) All spare parts to be replaced shall be procured form Authorized Dealer of Original Equipment Manufacturer. The repair and maintenance works shall be carried out under the supervision of Engineer-in-Charge. The details of work shall be submitted at the time of monthly running bills/ a certification in this regard by OEM conforming SOP. |
| <u>M/s</u> Kleenwell Enviro Engineering Services a) Regarding the blacklisting there is information at two placed one at the point number N.B. and other at point no . 5 of eligibility criteria, please confirm which needs to be considered. | a) Clause No. 5 shall prevail. |

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| b) The earnest money is very high and has financial impact hence if he same is also allowed in the shape of bank guarantee it will give wider competition and competitive rates to the department. | b) No clarification has been sought. The existing terms & conditions shall prevail. |
| c) The list of critical components should also include Inter Pump for Jetting pump used for sprinkling which is also important and integral part. | c) No clarification has been sought. The existing terms & conditions shall prevail. |
| d) In the eligibility criteria S. No. point (a) as per our understanding the bidder shall be manufacturer (chassis) or OEM with the experience of comprehensive operation and maintenance or Road Sweeper machines or their eligible authorized agent having experience of comprehensive operation and maintenance of Road Sweeper Machines. | d) No clarification has been sought. The existing terms & conditions shall prevail. |
| e) In the eligibility criteria S. No. 1 point © in the similar work definition there seems to be a clerical error as along with O&M which is the tender called for, hiring also mentioned by mistake. Kindly clarify the same. Also this is not in the line of other tenders floated for similar works by North DMC and SDMC. The qualification is based on the amount of experience of comprehensive operation and maintenance whereas in hiring case to segregate such cost is not only difficult but can also lead to manipulation for deriving such amount if at all to benefit any specific bidder or bidders. Hence it is requested to follow the similar definition as per North DMC and SDMC to avoid any dispute. | e) Similar works shall mean the work of O&M of Mechanical Road Sweeper Machine on minimum 16 ton GVW& 4.5 CuM minimum dust container capacity truck or higher capacity. |
| f) In the eligibility criteria S. No. 1 point © we hope it is self explanatory the similar work means comprehensive O&M however may be clarified. | f) Similar works shall mean the work of O&M of Mechanical Road Sweeper Machine on minimum 16 ton GVW& 4.5 CuM minimum dust container capacity truck or higher capacity. |
| g) As per point number 5 is the submission of said document mandatory, if so it should be asked as initial qualifying criteria so that complete exercise of finalization of tender does not become futile after opening of price bid and precious time and public money does not get wasted. | g) No clarification has been sought. The existing terms & conditions shall prevail |
| h) In point number 6 of performance guarantee the EMD should get adjusted with the performance guarantee as per CPWD guidelines. Further the performance BG should be asked on yearly contractual amount basis with provision of renewal very year. This will help the department getting better rates. | h) No clarification has been sought. The existing terms & conditions shall prevail |
| i) In point no . 1 we request you to delete the clause of transfer of dust by hook loaders/dumpers as it does not seem to be in bidder's scope or please clarify | i) C&D waste plant is the designated location for dumping at present. It is to clarify those transfers of dust by hook loaders/dumpers are not in bidder scope. |
| j) Condition no. 8 there seems to be error and repetition of few lines. | j) Training and capacity building of operation and monitoring staff will be ensured by incorporating regular training and capacity building programs as recommended by the OEM by the contractor. Such trainings should be done at every quarter of the year. |
| k) Condition no. 9 a and b should be removed as the same shall be in the scope of department as the agency has no control on the same. | k) The agency must ensure effective sweeping which implies: a) The routes allocated should be free from potholes, broken median. b) Unauthorized parking of |

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| | <p>vehicles should not hinder left side sweeping.</p> <p>In case of such scene, the agency should write to the deptt. for rectification/further necessary action.</p> |
| l) Condition no. 9 c, in case of use of back suction pipe/wandering hose the minimum kilometer target shall be reduced as such usage will slow down the speed of sweeping drastically. | l) No clarification has been sought. The existing terms & conditions shall prevail |
| m) Condition no. 10 shall be correctly defined | m) Appropriate maintenance and upkeep of vehicles will be ensured by OEM recommended service schedule to be followed. |
| n) Condition no. 14 please clarify that the diesel will be provided by department through diesel card or dispensing units. | n) It is clarified that diesel shall be provided by the department. |
| o) Condition no. 17 kindly add “ as directed by the department” | o) The dust collected shall be dumped on nearby the route or deptt. shall instruct the location. |
| p) Condition no. 21 since the maintenance work will be as per SOP of OEM so only the declaration regarding the same shall be treated as sufficient. | p) All minor and major repairs i/c breakdown or due to any accidents etc. and replacements i/c Lubricants, fuel/diesel, and all consumable e.g. radiator coolant & all other daily/scheduled check will be on scope of work of agency i/c repairing of tyre puncture, battery and other top-ups details of which shall be submitted at the time of billing or a certification from OEM/authorized dealer. |
| q) Condition no. 28, when the manpower is clearly mentioned in point no. 27 then what the relevance is of point no. 28. | q) No change in point no. 27, staffs have to be deployed as per clause no. 27. |
| r) Condition no. 32, In case of third party auditing the recommendation can only be followed as per possibility of applicability/practicality, hence such provision should be incorporated. | r) No change in clause no. 32 however, appropriate decision shall be taken by deptt. in such instance. |
| s) Condition no. 34 Kindly add the place of dumping will be provided by department. | s) C&D waste plant is the designated location for dumping at present. |
| t) Condition no. 39 It is not always possible to get the service done at workshop of OEM hence it shall also be allowed to get the same done at parking place by the OEM. | t) All Periodical Preventive Maintenance (Servicing of vehicle & Auxiliary Engine) as per manual of the machine shall be done at the OEM or its authorized service centre/site /parking place as per requirement and feasibility. |
| u) Condition no. 40 Alternately a certification from the OEM in this regard may also be considered. | u) All spare parts to be replaced shall be procured form Authorized Dealer of Original Equipment Manufacturer. The repair and maintenance works shall be carried out under the supervision of Engineer-in-Charge. The details of work shall be submitted at the time of monthly running bills/ a certification in this regard by OEM confirming SOP. |
| v) Condition no. 43, The alternate source of water shall also be allowed in case of non availability of STP water or any other limitation in the regard. | v) No clarification has been sought. The existing terms & conditions shall prevail |
| <p>M/s Bhumika Transport Waste Handling Services.</p> <p>a) Bidder shall be any of the following: “Manufacturer (chassis)/O.E.M or their eligible authorized agent dealing in the trade of manufacturing/comprehensive Operation and maintenance of Road Sweeping Machine.” We are not the any kind of Manufacturer of Chassis or Sweeping Machine, We are purely MSW Contractor & professional services provider in this field, please clarify this tender only for</p> | a) Please refer Eligibility criteria point No. 1(a). |

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| <p>Manufacturer company can bid or otherwise.</p> | |
| <p>b) “As per CPWD Om DG/MAN/270 dated 01.05.2013, the estimated cost of COMC in this case will be treated on the basis of one year of the contract i.e. Rs. 412.74 lacs) estimated cost Rs. 1238.234/- for Comprehensive operation and maintenance for a period of 03 years divided by 3 years) for eligibility under similar works.” Please provide the same or clarify.</p> | <p>b) As per NIT terms and conditions.</p> |
| <p>c) Three similar works each amounting to not less than Rs. 165.09 lacs or two similar works each costing not less than Rs. 247.64 lacs or one similar work costing not less than Rs. 330.19 lacs. Please clarify that (165.09 lacs, 247.64 lacs, 330.19 lacs) the said amount are contract work completed or work in progress. In view of the above CPWD and CVC guidelines are contradictory and its monopoly condition, Deptt. it self minimize the competition.</p> | <p>c) No clarification has been sought. The existing terms & conditions shall prevail</p> |