

ADDENDUM
To
REQUEST FOR PROPOSAL (RFP)
FOR
FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE
FOR EAST ZONE
(DMC EAST AREA) KARACHI, SINDH - PAKISTAN



Sindh Solid Waste Management Board
(SSWMB)

Preamble

Disclaimer

Though adequate care has been taken while preparing this document and information provided therein, but it is advised that the bidder must satisfy himself for the corrections and sufficiency of the Data. Information on any discrepancy should be intimated to this office immediately. If no information is received from any of the bidders within the time of submission date, it shall be presumed that this document is correct and complete in all respects. If considered necessary in the interest of work, Solid Waste Management Board Sindh (SSWMB) reserves the rights to modify, amend or supplement this document.

Addendum

Purpose of Addendum

The purpose of this Addendum is to make clarifications / explanations to the queries / questions raised and suggestions offered by prospective bidders during PRE-BID meeting and afterwards through letters / emails etc.

Note:

- i. This Addendum is issued in accordance with Clause 2.11 of RFP document for 'Sweeping, Collection/Transportation and disposal of MSW of Zone East (District Municipal Corporation East Karachi Area) under single stage two envelope procedure, open International competitive bidding method'.
- ii. As per Clause 2.11 of the RFP document, the amendments so made shall be binding on the bidders and shall be treated as integral part of RFP document.

Following amendments / corrections /clarifications are made:

2.8 Utilization of Existing Workforce on SWM of DMC East (mandatory)

- a) It is mandatory upon the contractor/bidder to utilize the transferred staff out of the existing SWM workforce of DMC East under this contract. The proposal must include the utilization plan for existing workforce.
- b) Zone wise detailed of staff, their grade wise salaries and cadre of service are given in Annexure 1-18. However, it should be clear that around 1000 employees (plus minus 10%) shall be transferred on detailment basis to the contractor. The approximate salary paid to them by the DMC (East) would be around Pak Rs. 300 million. The bidder must keep this in mind and must separately give a proportionate discount in the Tipping Fee proposed.
- b(i) If need arises, the Procuring Agency, at its discretion, may ask the contractor to take up services of more than 1000 employees out of the existing workforce of sanitation / solid waste management department of DMC (East). In this case salaries of these additional employees shall be payable by the contractor and shall be deducted / adjusted from monthly bill of the contractor.

2.15 Place, Date, Time and Manner of Submission of Tender/Bid Document/RFP

Since Government of Sindh has announced Friday 23rd October, 2015 as public holiday hence the bid shall now be accepted for submission till next working day i.e. Monday 26th October, 2015 up to 1430 hours PST, in the office of Sindh Solid Waste Management Board, at D-47, Block-2, Near Bilawal Chowrangi, Clifton, Karachi.

Note: Revised Schedule has already been advertised through national and international newspapers and also uploaded on the websites of SSWMB & SPPRA.

2.19 Eligible Bidder

- c. The national Bidders must be:
- (i) Deleted (This is a 'Service Contract' hence registration with PEC is not required.
 - (ii) Registered with relevant tax authorities (income / sales tax, Sindh Board of Revenue wherever applicable)
- d. The international bidders can participate and if they are successful, they will be given appropriate time to get them registered with relevant tax authorities in Pakistan before signing of the Agreement.

2.26 Examination of Bids and Determination of Responsiveness.

- a. Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

Note: The international bidders can participate and when they are successful, they will be given appropriate time to get them registered with relevant tax authorities in Pakistan before signing of the Agreement.

2.30 Evaluation Criteria

Criteria, sub-criteria and point system for evaluation of technical proposal are as under:

| 1. | Company Profile | Marks |
|---|--|------------|
| 1.1 | Number of Similar assignments /works completed by contractor during last five years | 5 |
| 1.2 | Value of Similar Assignments/works | 10 |
| 1.3 | Value and Number of appropriate Solid Waste Machinery owned by the company | 10 |
| 1.4 | Organizational Structure / Relevant Experience of the firm | 5 |
| 1.5 | Net worth (Financial) of the contractor including bank financing not less than one billion rupees or equivalent. | 10 |
| | Sub Total | 40 |
| 2 | Technical/Operational approach & Methodology. | Marks |
| 2.1 | Approach & Methodology for the works & services | 10 |
| 2.2 | Responsiveness to RFP | 10 |
| 2.3 | Goal Oriented Work Plan | 15 |
| | Sub Total | 35 |
| 3 | Technical/Operational & Operational Team | Marks |
| 3.1 | Education & Qualification | 10 |
| 3.2 | Relevant background | 10 |
| 3.3 | Time spent with the contractor | 5 |
| | Sub Total | 25 |
| | Grand Total | 100 |
| The Minimum Technical Score to qualify is 75 Marks | | |

2.31 Manner Place, Date and Time of Opening of Bid

- a. Since Government of Sindh has announced Friday 23rd October, 2015 as public holiday hence the bid shall now be opened publically by the Procurement Committee, in presence of the bidders who wish to be present, on next working day i.e. Monday 26th October, 2015 at 1530 hours PST, in the Committee Room of Sindh Solid Waste Management Board, at D-47, Block-2, Near Bilawal Chowrangi, Clifton, Karachi.

Note: Revised Schedule has already been advertised through national and international newspapers and also uploaded on the websites of SSWMB & SPPRA.

2.32 Preliminary Examinations and Determination of Responsiveness of Bid prior to detailed evaluation of Bid.

1. The client (Procuring Agency) shall examine the bid whether:
 - a. The bid is complete and does not deviate from the scope of work for any computational error.
 - b. That required securities are furnished.
 - c. The documents have been properly signed.
 - d. That the bid is valid till the required period.
 - e. That bid does not deviate from basic technical requirement.
 - f. That the bids are generally in order.
2. The Tender Proposal shall be rejected and not considered:
 - a. If each page of the proposal/bid is not signed by bidder.
 - b. If its validity is less than specified period.
 - c. If it is submitted for incomplete scope of work.
 - d. If it is conditional and contained alternative proposals.
 - e. If it indicates that bid price not inclusive the amount of all taxes, incidental charges.

Note: However the bidders are required to provide component wise break up of his price. The Procuring Agency shall carry out 'Financial Analysis' of the 'Financial Proposals' (Bids) received. The lowest evaluated bid shall be determined on the basis of total amount of money which procuring agency shall have to pay in a year for the job and not individual components.

- f. If not accompanied with bid security
- g. If bidder participated in more than one bid.

- h. If received after the deadline for submission of bid.
- i. If submitted through Fax, Telex, Telegram or e-mail.

2.34 Correction of Errors before Financial Evaluation.

- i. Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors shall be corrected by the procuring agency as follows:
 - a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- ii. The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with clause 2.28 hereof.

2.35 Financial Evaluation and comparison of Bids

- i. The procuring agency shall evaluate and compare only the Bids determined to be substantially responsive in accordance with clause 2.26.
- ii. In evaluating the Bids, the procuring agency shall determine for each bid the evaluated bid price by adjusting the bid price as follows:
 - (a) making any correction for errors pursuant to clause 2.34;
 - (b) making an appropriate adjustment for any other acceptable variation or deviation.
 - (c) Tax liability shall be calculated on the basis of rate of tax on the date of submission of bids (Service Tax of Sindh Board of Revenue, WHT of FBR & Sales Tax wherever applicable etc.) payable by any Company Registered with SBR, FBR and has a 'Filer' status.

Note: However Procuring Agency shall make payments to the successful bidders after deduction of all applicable taxes according to status of the contractor (e.g. Company, filer) on the date of payment.

- iii. The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- iv. If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the

contract, the procuring agency may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the methods of performing the work and schedule proposed. After evaluation of the price analyses, the procuring agency may require that the amount of the Performance Security set forth in clause 2.36 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract.

2.38 Stamp Duty

The formal Agreement between the client (Procuring Agency) and the successful bidder shall be duly stamped at rate of 0.3% of sanctioned price and as stated in Letter of Acceptance. The successful bidder shall be responsible for payment of the stamp duty.

2.43 Retention Money.

Retention money shall be deducted from contractor's running performance bill at the rate of 5% (Five Percent) of monthly bill amount. The retention money shall be released in the currency in which it is deducted (Pak Rupees) after 12th (twelfth) running bill payments of the contractor for the works successfully executed for last twelve month. The amount due to the contractor in respect of retention money shall be released (within 60 days after end of 12 month contract period) after deduction of such amount as are required to be recovered on account of default of contractor in performing his functions, if any, under this contract.

Section V

Terms of Reference & Technical Specification

5.5 Basis of current date prices

i. Source of price (Diesel)

The source of prices of diesel/petrol/lubricants shall be either obtained from Government of Pakistan (GOP) Federal Bureau of Statistics (FBS) monthly statistical bulletin or Pakistan State Oil (PSO) however for a particular adjustable element the same source shall be used throughout the currency of the contract.

ii. Source price – Labour (Unskilled)

The source price for labour shall be either Govt. of Pakistan (GOP) Federal Bureau of Statistics (FBS) statistical bulletin or statutory notifications. However for a particular adjustable element the same source shall be used throughout the currency of the contract.

iii. Element for price adjustment

Following specified elements is subjected to price adjustment

- a) Fuel (Diesel) for vehicles collecting/Transporting MSW only
- b) Labour (unskilled)

5.7 Chargeable works

The contractor shall provide polythene bags to the resident free of cost for the first two weeks of the contract period, afterwards the contractor shall charge the cost of polythene bags from the area residents to whom the bags are provided, however the cost of the bags shall be approved by the client. In any case no cost towards supplying polythene bags to the residents shall be included or inbuilt in the unit price of the item mentioned in the price list except that provided free of cost for first two weeks of the contract. After two weeks, the residents shall be at liberty to buy these polythene bags either from the contractor or open market (as per approved specification).

Price Adjustment Under Clause 5.5 of Section-V of Contract Document

The source of indices and the weightages or coefficient for us in the adjustment formula under Clause 5.5 shall be as follows:

| Cost Element | Description | Weightages | Applicable index |
|-------------------------------|--------------------|-------------|---|
| 1 | 2 | 3 | 4 |
| Non Adjustable Portion | | | |
| (i) | Fixed Portion | 0.49 | Official price from public sector organization or statistical bulletin published by Federal Bureau of Statistic (FBS), Statistical Division Govt. of Pakistan Statutory Notification. |
| Adjustable portion | | | |
| (i) | Fuel Diesel | 0.08 | Govt. of Pakistan by Federal Bureau of Statistic (FBS), Monthly statistical bulletin or Pakistan State Oil |
| (ii) | Labour (unskilled) | 0.43 | Govt. of Pakistan (GoP) Federal Bureau of Statistic (FBS), Statistical Bulletin and Statutory Notification. |
| | Total | 1.00 | |

1. For Base Date and Current date indices refer clause No.5.5. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
2. Any fluctuation in the indices or prices of elements other than those given above shall not be subject to adjustment of the Contract Price.

Price Adjustment Under Clause 5.5 of Section-V of Contract Document*(To be filled in by bidder/contractor)*

| Srl No. | Description | Base Date Price | Source |
|---------|-------------------|-----------------|---------------------------------|
| 1 | 2 | 3 | 4 |
| (i) | Fuel (Diesel) | | As given under Clause No.5.5-i |
| (ii) | Labour (unskilled | | As given under Clause No.5.5-ii |

| Srl No. | Description | Current Date Price | Source |
|---------|-------------------|--------------------|---------------------------------|
| 1 | 2 | 3 | 4 |
| (i) | Fuel (Diesel) | | As given under Clause No.5.5-i |
| (ii) | Labour (unskilled | | As given under Clause No.5.5-ii |

Note: *The bidder/contractor is hereby cautioned to read clause 5.5 and price adjustment procedure given therein carefully while filling the above appendix.*

Section VI

Performance Evaluation & Monitoring System

Performance Evaluation & Monitoring System

6.1 Scientific Monitoring and tracking system for entire management and operation Plan

The monitoring of processes included in front-end services should be aimed to ensure that the objectives of solid waste management plan are realized and achieved. The proposed mechanism for different processes include:

COMMAND AND CONTROL CENTRE

- Central as well as District Command and Control Centre is planned to be established by SSWMB.
- However the Contractor shall have to set up his own Control Room for effective monitoring and execution of the scheme.
- Members from District Municipal Corporation and Sindh Solid Waste Management Board shall be given access to the control room.
- Radio monitoring system to be established at control room.
- Android-based monitoring system be established at control room.
- GPS tracking system for garbage transportation vehicles.

Section VII

Conditions of Contract and Price Sheet

Conditions of Contract and Price Sheet**7.1 Compliance of Laws & Rules Regulation**

The contractor shall be bound under this contract to comply with all substantive and procedure laws of Islamic Republic of Pakistan, which may include but are not limited to the followings:

- i) Labour Laws
- ii) Land Laws
- iii) Environmental Laws
- iv) Local Govt. Act. / laws
- v) All National and Provincial Rules and Regulation applicable to the nature of services and works under this contract.

Inability of successful bidder to comply with all laws, rules, regulation and procedures will result in penalization, as per penalty clauses provided in this contract.

All substantive and procedural laws of Islamic Republic of Pakistan including Sindh Public Procurement Rules 2010 amended 2013 shall govern this document.

7.2 RFP Document

All section of RFP documents i.e.

- | | | |
|-------|--------------|---|
| i) | Section-I | Preambles |
| ii) | Section-II | Instruction to Contractor |
| iii) | Section-III | Description of the Zones of DMC East |
| iv) | Section IV | Proposed plan for DMC East |
| v) | Section-V | Terms and reference and Technical Specifications. |
| vi) | Section-VI | Performance Evaluation and Monitoring System |
| vii) | Section-VII | Conditions of Contract & Price Sheet |
| viii) | Section-VIII | Annexure |

All Sections noted above along with this ADDENDUM and the clauses contained therein are part and parcel of RFP Document and are integral part of the agreement and shall be binding upon client and contractor.

7.9 Insurance of work & work places

The contractor shall be responsible for safeguarding of work and work places. The contractor shall take all insurances required by pertinent legislations and submit the policies thereof to the client. The contractor shall be responsible for any damages caused by his or his subcontractor's personnel in respect of work performed under this contract.

7.12 Penalties & Cancellation of Contract.

Penalties as noted below shall be imposed if negligence, discrepancies and deficiencies on the part of the contractor to fulfill their obligations on the performance of works and services and the requirements to perform such works and services are found during the period of this contract.

If the procuring agency finds any non-conformity / activity contrary to the job description defined in this document, the contractor shall be bound, given a chance to bring his work standards to the satisfaction level of the procuring agency and if the non-conformity is not corrected within the time limit granted by the procuring agency, the penalties will be imposed on the contractor.

If non-conformity continues despite penalties, the procuring agency may terminate the agreement and damages to the procuring agency due to these non-conformities of the contractor shall be recovered from his performance securities.

7.13 Resolution of Dispute

- a) **Amicable Settlement:** If any disputes and differences arise between procuring agency and contractor in connection or arise out of this contract, the procuring agency and contractor shall attempt to settle such disputes (within the provisions of the contract) through discussion in the first instance. The designated representatives of procuring agency and contractor shall promptly use their best efforts in good faith to reach a reasonable and equitable resolution of such dispute.
- b) **Settlement through Arbitration:** After coming into force of the procurement contract, dispute between the parties to the contract shall be settled by complaint redressal committee defined in SPPR 2010 amended 2013 or through arbitration in accordance with arbitration Act. 1940 and Laws for the time being in forced in Islamic Republic of Pakistan.

7.14 Code of Conduct

The contractor that attempts to get secret information to conclude illegal agreements with the competitors or to influence the procuring agency during the phase of tender inspection, evaluation and comparison, shall result in cancellation of his bid and this situation shall be penalized administratively.

The contractor shall act objectively and trust worthy in accordance with rules of business, ethic. He should avoid making public announcement regarding the works and services without prior permission and authorization of the procuring agency.

The contractor and its staff shall not act in any inconsistent way towards his obligation against the procuring agency and he shall not accept any type of the contributions that may affect their decisions at execution, performance, reporting at the works and services.

Assets of the procuring agency shall not be utilized without appropriate documentations and valid permissions in accordance with the contract. Procuring agency's assets shall not be used for personal interest.

Contractor is responsible to ensure that its employees keep good behavior with public during execution of services in the area. Contractor shall be constructive with the public and shall not behave in a disgusting manner to the public. The services that are to be performed are to serve the public. Briberies, tip or commission offered as incentive or reward to any person shall be considered as fraud, which is strictly forbidden under this contract. If the contractor found guilty under forbidden clauses of the contract, action shall be taken accordingly.

7.17 Termination upon notice by procuring agency

Procuring agency may terminate the contract upon 30 (thirty) days prior written notice to contractor in the event:

- i) That contractor violates and continues to violation of any law applicable to the services, where the violation may have a material adverse effect on the management and operation of services under the contract.
- ii) procuring agency may terminate the contract immediately upon the bankruptcy of the contractor or in other conditions as specified in various clauses of the contract.

7.18 Termination by contractor

The contractor may also terminate this contract upon 30 (thirty) days prior written notice to procuring agency in the event

- i) That procuring agency failure to perform its material obligations under this contract in timely manner. If the failure is not redressed properly

by the procuring agency in 30 (thirty) days, but in no case such redressal is made beyond 90 (ninety) days except if procuring agency continues to pursue for redressal of such failure.

7.20 Payment of Income Tax

The contractor, sub contractor and their employees shall be responsible for payment of all taxes and all type of income tax, other taxes and taxes on income arising out of the contract and rate and prices coated by the contractor shall be deemed to cover all such taxes.

7.21 Local Taxation

The price quoted by the contractor shall include all customs duties, import duties, business taxes income and other taxes that may levied in accordance with law and regulation in force in Pakistan as of the date, 28 days prior to the closing date for the submission of bid and taxes on vehicle machinery tools acquired for the purpose of the contract and on services performed under the contract, nothing in the contract shall relived the contractor from his responsibilities to pay taxes that may levied in respect of the contract.

7.22 Liability of the contractor

The contractor and their sub contractor or assigns shall follow strictly all relevant labour laws including workman's compensation act, and the procuring agency fully indemnified for all claims arising out of any damage by the contractor, his sub contractors or assigns and labour employed by them.

7.23 Price List and B.O.Q.

| Item No | Description of Item | Unit | Quantity | Offer Unit Price (US \$) In Figure & in Words | Total Price (in US \$) In Figure & in Words |
|---------|---|------------|----------------------------------|---|---|
| 1. | Providing for and collection of MSW waste, sweeping waste including cost of door to door collection, management, operational, monitoring cost and cost of machineries, labourers, sweepers, coolies, drivers, transportation, etc, cost of all taxes and other incidental cost as per the contract document. | Tons | 322357 Per Year | | |
| 2. | Providing for and manual sweepings of roads and streets including management operational, monitoring cost, labourers, drivers, coolies cost and cost of tools and | Kilo Meter | 250464 Kilo Meter Per Year | | |

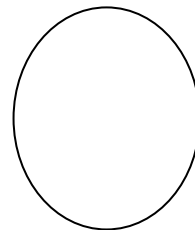
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|----|---|----------------------|---------------------------------|--|--|
| | other incidental cost and cost of all taxes as per contract document. | | | | |
| 3. | Providing for and manual sweeping of footpath, Greenbelts, medians, Roundabouts, open spaces including management operational, monitoring cost, labourers, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document. | Sq Kilo Meter | 5.69 Square Kilo Meter Per Year | | |
| 4. | Providing for and mechanical sweeping of roads including management operational, monitoring cost, labourers, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document. | Per Kilo Meter | 38030 KM Per Year | | |
| 5. | Providing for and mechanical washing of main roads including management operational, monitoring cost, labourers, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document. | Per Kilo Meter | 600 KM Per Year | | |
| 6. | Providing and supplying at site of works litterbins, metal buckets, metal container (tipping type) compatible with Solid Waste Machinery including painting of bucket, bin and container in desired color including cost lettering as directed, cost of transportation, manufacturing etc. complete | | | | |
| | a) Plastic Litterbin as per required standard having bin cubage of 0.24 to 0.3 Meter Cube | Each | 2500 Nos | | |
| | b) Standard Metal Bucket of bin cubage 1. 0.8 to 1.4 Meter Cube 2. 1.4 to 2 Meter Cube 3. 3.4 to 4 Meter Cube | Each Each Each | 500 Nos 500 Nos 500 Nos | | |
| | c) Metal Container of container cubage 1. 6.6 Meter Cube | Each Each Each | 20 Nos 30 Nos 30 Nos | | |

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| | | | | | |
|----|---|------|--------------------|--|--|
| | 2. 10 Meter Cube 3. 12 Meter Cube 4. 16 Meter Cube | Each | 60 Nos | | |
| 7. | Providing for and collection and transportation of offals and other sacrificial animal waste (on eve of Eid ul Azha) from door steps, roads, streets, lanes open ground i.e. from the whole area under contract including cost of collection, transportation and disposal to landfill site (Jam Chakro Landfill site) including cost of management, monitoring, labours, machinery, incidental cost and cost of all taxes etc. complete | Ton | 5000 Tons Per Year | | |

- i. Per Year cost of work and services for item listed in price list / B.O.Q. in Figures _____
- ii. Per Year price of work and services for item listed in price list / B.O.Q. in wards: _____
- iii. Discount on account of labour obtained from DMC Total amount per year _____
- iv. Net Price US\$ _____ in words _____ Per Year of the work and services for item listed in price list / B.O.Q.



Seal & Signature

Name of Contractor/Bidder: _____

Address: _____

Landline & Cell #: _____

Fax #: _____

E-mail address: _____