

ADDENDUM-1
To
REQUEST FOR PROPOSAL (RFP) / BIDDING
DOCUMENT
FOR
FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL
SOLID WASTE FOR KORANGI ZONE
(DMC KORANGI AREA) KARACHI, SINDH - PAKISTAN



(Addendum to Modified Version-2 in the light of Questions / Queries raised by the Bidders during pre-bid meeting and onwards)

**Sindh Solid Waste Management Board
(SSWMB)**

SSWMB-NIT-03/2018-19

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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-1

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 Korangi (District Municipal Corporation Korangi 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 / Bidding document.

Following amendments / corrections / clarifications are made:

Note: Bidders are requested to use following Clause 2.16 'Currency Unit of Offers and Payments' instead of original one given at Page 32 in the RFP / Bidding Document.

2.16 Currency Unit of Offers and Payments:

- a) The bidder shall quote the bid price for each item (supply, work or service, as the case may be), and by multiplying that item quoted rate with the quantity, obtain total quoted bids for that particular item and thus the total bid amount for one year in US Dollar (\$).
- b) The bidder must note that in case of the item of supply of dustbins / containers, the quoted rate will be one-time and will not be repeated in subsequent years, unless specified.
- c) ***The interim/running monthly bill payment will be made to contractor under the following terms and conditions:***
 - i. The contractor shall submit interim / running invoice in the first week of every month for the work and services performed by him.
 - ii. Forty percent (40%) of the interim / running claim (Invoice of the Contractor) shall be made to the contractor in order to facilitate uninterrupted operation of the contract. However, this payment shall be provisional and subject to adjustment based on the verification /process and calculation. The remaining sixty percent (60%) of the interim / running claim shall be made subsequent to completion of verification process, after deductions / penalties, if any.
 - iii. The monthly Performance and the interim / running claim shall be checked and determined by the client / procuring agency subject to

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verification through client representatives and on the basis of such verified determinations by the client payment shall be made within 30 days after submission of monthly performance bill/running bill by the contractor.

- iv. The claim will be evaluated by the committee constituted by SSWMB for the purpose, and / or third-party consultant (if hired) as well as data obtained from Command and Control Centre and weigh bridges.
- v. The contractor has to provide supportive documentary evidence in support of his claim. SSWMB shall not be responsible for delay in payment due to non-supply of the supportive documentary evidence in support of his claim.
- vi. The verified bill will be processed for payment, and SSWMB will make all out efforts to make payment of verified bill in the shortest possible time, within the time as described in the RFP / Bidding Document.
- vii. However, the bidder must have a plan for continuation of un-interrupted operation at least for next 90 days, in case the payment is delayed due to reasons beyond control of SSWMB.
- viii. The Contractor shall submit the invoice of the interim / running payment in USD. Sixty percent (60%) of total payment of verified bill shall be made in Pakistan Rupee over the buying rate of exchange of Pakistan State Bank on the date of invoice and forty percent (40%) payment shall be made in Pakistan Rupee over the buying rate of exchange of Pakistan State Bank as on the date of the formal agreement between the Contractor and the SSWMB.

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BIDDING DATA**2.50 Bidding Data**

Note: Bidders are requested to use following Bidding Data instead of original one given at Page 55 in the RFP / Bidding Document.

S. No.	DATA	
1.	Name of Work	Front End Collection and Disposal of Municipal Solid Waste for Zone Korangi (DMC Korangi Area) Karachi, Sindh, Pakistan
2.	The Name of Procuring Agency's Official	Executive Director (Operations – I) Sindh Solid Waste Management Board (SSWMB)
3.	Address Telephone# Facsimile E-mail Website	Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi - Pakistan. +92 21 9933 3703-05 +92 21 9933 3707 info@sswmb.gos.pk www.sswmb.gos.pk
4.	Procedure of open competitive bidding (International Competitive Bidding – ICB)	<p>Single Stage – Two Envelope Procedure</p> <p>a. Proposal shall comprise a single package containing within it two separate sealed Envelopes. Each Envelope shall contain, separately the Technical Proposal & Financial Proposal, as is the case.</p> <p>b. The package (Outer Envelope) shall be clearly marked the name of the Proposal, date and time of submission and the address and place of the submission and name and address of the contractor / bidder.</p> <p>c. The package (Outer Envelope) containing the two Envelopes must be sealed signed and stamped by the bidder or its authorized representative.</p> <p>d. The inner envelopes (one containing 'Technical Proposal' and the other containing 'Financial Proposal' must also be separately sealed signed and stamped by the bidder or his authorized</p>

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	representative.
5.	<p>Proposal shall be submitted by hand or may be sent by registered post / airmail / Courier, but well before submission date and time. Any delay due to traffic jams, late delivery by the postal or courier service shall not be condoned.</p> <p>Note: Proposal submitted through telegraph, telex, fax or e-mail shall not be entertained.</p>
6.	<p>Financial Proposal to be submitted with Technical Proposals (But in a separate sealed Envelope).</p>
7.	<p>Pre-proposal / Pre-bid meeting was held at the office of SSWMB: Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi – Pakistan on 9th April 2019 at 1500 hours PST</p>
8.	<p>The proposal / bid submission address is at the: Office of SSWMB, Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi – Pakistan.</p>
9.	<p>Proposal must be submitted no later than the following date & time: 16th July 2019 at 1500 hours PST (No relaxation for late comers) The Bids shall be opened same day at 1530 hours PST</p>
10.	<p>Proposal must remain valid for 120 (One Hundred and Twenty) days after the Proposal / bid submission deadline.</p>
11.	<p>Bid Security (also see 2.24):</p> <ul style="list-style-type: none"> ➤ Bid security equal to 1% of total Bid amount will be attached with financial proposal in any of the following forms described below: <ul style="list-style-type: none"> ▪ Deposit at Call or; ▪ Pay Order or; ▪ Demand Draft or; ▪ Bank Guarantee from any scheduled bank of Islamic Republic of Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan, as prescribed under Rule 37 and 39 of SPPRA Rules, 2010 (amended up to date); ➤ Bid Security has to be in favour of the procuring agency (Sindh Solid Waste Management Board). ➤ The bid security must remain valid for a period of 28 days beyond validity period of the bid. ➤ Bid security shall be submitted in the same currency as that in which the bid is priced/quoted or equivalent PKR by conversion at buying rate of exchange declared/notified by State Bank of Pakistan prevailing 28 (Twenty-eight) days before the date of opening of the bid specified in bidding document.

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	<ul style="list-style-type: none"> ➤ <i>The Bid Security is to be calculated for total Bid Price for one year, offered by the Bidder for all items inclusive of taxes and duties.</i> ➤ <i>The bidders are further advised to refer to specific provisions of 'Bid Security' (Rule 37) of the Sindh Public Procurement Rules, 2010 (Amended 2019).</i>
12.	<ol style="list-style-type: none"> 1. All provisions of Sindh Public Procurement Rules, 2010 (amended up to date), whether mentioned in the Bidding Document or Not, shall be applicable. 2. In case of any inconsistency in the RFP / Bidding Document and the Sindh Public Procurement Rules, 2010 (amended up to date), the provisions of Sindh Public Procurement Rules, 2010 (amended up to date) shall have overriding effect.
13.	Clarification may be requested not later than 7 (Seven) days before the submission date.
14.	<p>The address for requesting clarification is:</p> <p>Executive Director (Operation – I), Sindh Solid Waste Management Board, Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi – Pakistan Facsimile +92 21 9933 3707</p>
15.	The proposal as well as all related correspondence exchange by the Contractor/Bidder and procuring agency shall be written in English. However, it is desirable that the firm's personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
16.	Alternative proposals are not acceptable; each bidder must submit only one proposal fulfilling all conditions, instructions and requirement contained in Version-2 of RFP / Bidding Document. Alternative Proposal shall not be entertained.
17.	<ul style="list-style-type: none"> ➤ Valid Registration Certificate of the Tax Authorities and relevant Professional Bodies must be attached with the proposal / bid. ➤ In case of International Bidders (not already doing any business in Pakistan at the time of bidding), appropriate time will be given to them for registration, but not more than 90 days.
18.	<ol style="list-style-type: none"> i. The Contractor/Bidder should quote the rate for each item of supply, works / services under this contract and total bid price in US Dollars. ii. The Contractor shall submit the invoice of the interim / running payment in USD. Sixty percent (60%) of total payment of verified bill shall be made in Pakistan Rupee over the buying rate of exchange of Pakistan State Bank on the date of invoice and forty percent (40%) payment shall be made in Pakistan Rupee over the buying rate of exchange of Pakistan

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	<p>State Bank as on the date of the formal agreement between the Contractor and the SSWMB.</p> <p>iii. The bidders are advised to refer to Addendum Clause 2.16 Currency Unit of Offers and Payments for further details on mode of submission of bill / invoice, verification process and mode of payment (Modified Clause 2.16 in Addendum to be referred).</p>
19.	The Contractor/Bidder should quote the rate for each item of supply, works / services inclusive of all National, Provincial, Local taxes, duties, expenses, contingencies and incidental charges.
20.	Contractor/ Bidder must submit 2 copies of Technical Proposal (one original and other copy), and the one copy of the Financial Proposal. The details for submission are mentioned at S. No. 4 of Bidding Data, above.
21.	<p>Successful Contractor/Bidder shall be required to furnish Performance Security equivalent to 1% of quoted / approved rate (inclusive of taxes) for seven years i.e. whole contract period, in favour of the Sindh Solid Waste Management Board, in the form of:</p> <ol style="list-style-type: none"> i. Deposit at Call or; ii. Pay Order or; iii. Demand Draft or; iv. Bank Guarantee from any scheduled bank of Islamic Republic of Pakistan or from a foreign bank dully counter guaranteed by a scheduled bank in Pakistan, as prescribed under Rule 39 of SPPRA Rules, 2010 (amended up to date); <ul style="list-style-type: none"> ➤ The Performance Security is to be furnished within a period of 28 days after the receipt of Letter of Acceptance, but 07 days prior to expiry date of bid security; ➤ The Performance Security shall be deposited in the currency in which the bid is priced / quoted and valid up to six months after conclusion of the contract; ➤ The Performance Security is to be furnished within a period of 28 days after the receipt of Letter of Acceptance, but 07 days prior to expiry date of bid security; ➤ Validity of performance security shall extend at least six months beyond the date of completion / expiry of the contract as mentioned in the bidding data to cover defects liability period or maintenance period subject to final acceptance by the procuring agency;

	➤ <i>The bidders are further advised to refer to specific provisions of 'Performance Security' (Rule 39) of the Sindh Public Procurement Rules, 2010 (Amended 2019).</i>
22.	Contractor/bidder shall undertake to sign Integrity Pact as per Format provided by SSWMB under this contract.

Note: Bidders are requested to use following Clause 7.12 'Penalties & Cancellation of Contract' instead of original 7.12 given at Page 124 in the RFP / Bidding Document

7.12 Penalties & Cancellation of Contract.

- a) 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 supply, works and services and the requirements to perform such supply, works and services are found during the period of this contract.
- b) 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.
- c) 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.

i.	If door to door services is not rendered up to the mark or door to door services is rendered partially and non-compliance to the requirement for door to door services mentioned in the technical specifications.	USD 100/- Per Day Per Zone
ii.	If number of manpower provided is found insufficient to perform works and services satisfactorily and less than the minimum requirement of manpower mentioned in the RFP / Bidding Document / contract agreement.	USD 5/- Per Day Per Person
iii.	If the vehicle used for collection, transportation of solid waste is found inappropriate to the standards of solid waste management system. (SWM vehicles of DMC Korangi utilized by the Contractor excluded.)	USD 350/- Per Day Per Vehicle
iv.	Minimum required Solid Waste collection and transportation vehicles are not brought on road to collect the dustbins / containers as per schedule i.e. contractor deliberately bringing only some vehicles (<90%) on road (without justified reasons) and keeping	USD 150/- per day per off road vehicle. Note: Spare vehicles shall not

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	others parked in the workshop / parking lot, to save the fuel and salary of drivers and coolies.	be counted as long as minimum required vehicles are on road and performing solid waste collection service as per schedule.
v.	If the SWM vehicles are not cleaned and washed regularly and found on road in dirty, ugly, out of order and unsafe conditions.	USD 15/- Per Vehicle Per Day
vi.	If leachate or loose garbage is found dropping from the vehicle on roads and working routes.	USD 35/- Per Vehicle Per Day
vii.	Failure to operate machinery and manpower and vehicles during emergency conditions.	USD 33,00/- Per Day
viii.	Improper collection of Solid Waste from dustbins and collection points including roadside collection (garbage left scattered around the dustbins, collection points or roadsides).	USD 7/- Per Day Per collection point
ix.	If debris are found mixed with MSW while taking weights of MSW at designated weighbridge. Note: Inadvertent mixing of debris with the MSW is excluded.	USD35/- Per Trip
x.	Number of Garbage Containers, litterbins, tipper bins are found less than the requirement as proposed by bidder in their proposal.	USD 350/- Per Day per 100 number shortage.
xi.	Failure to clean public areas and removal of waste there from.	USD 70/- Per Day
xii.	Sanitary workers and coolies not wearing approved uniform while performing their duties (Identifiable to procuring agency)	USD 5/- Per Person Per Day
xiii.	Failure to collect domestic waste on road sides, footpath and streets in 24hours i.e. accumulation and backlog of MSW over 24 hours.	USD 7/- Per Day
xiv.	If garbage containers are not cleared properly and timely as required under the contract.	USD 70/- per Zone Per Day
xv.	Repeated failure of regular cleaning and sweeping of roads, streets and lanes, despite pointing by the field supervising staff of SSWMB.	USD 150/- Per Day
xvi.	On open transportation of garbage (MSW has to be transported sufficiently and securely covered to avoid spilling on the routes.	USD 35/- Per Vehicle Per Day
xvii.	If polythene bags for door-to-door collection to the residents of the area are not provided as per the contract. Note: The penalty shall be imposed only after conveying the date / schedule of this service by SSWMB	USD 700/- Per Day Per Zone
xviii.	If the works and services to be delivered are not started within the stipulated time after signing of agreement or the date as agreed between the parties in the contract.	USD 350/- Per Day

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xix.	If dumping of garbage and other solid waste to any other place other than the approved disposal site.	USD 70/- Per Day, Per Zone
xx.	Segregation of MSW at dustbins / collection points is prohibited under front-end collection plan. If segregation takes place by scavenger or other persons at collection point, dustbins sites, at containers and stage of door to door collection. Note: The fine shall be imposed only, if it is established that the activity is being carried out in connivance of the contractor.	USD 170/- Per Dustbin / Collection point Per Month

Note:

1. If the procuring agency finds any non-conformity / contrary to the job description (failure of the contractor to fulfil contractual obligations) defined in this document, the contractor shall be bound, given a chance to bring his work and services standards to the satisfaction level of the procuring agency and if the non-conformity (failure by the Contractor to fulfill contractual obligations as per Contract Agreement) is not corrected within the time limit granted by the procuring agency, the penalties will be imposed on the contractor, in addition to deduction for the non-performance of that component or sub component.
2. If non-conformity continues i.e. continuous failure of the contractor to fulfil contractual obligations, despite the penalties, the procuring agency may terminate the contract agreement, after giving him a final notice of 30 days, and the damages to the procuring agency due to this non-conformities / non-performance of the contractor shall be recovered from his performance securities / retention money.
3. In case of continuous failure of the contractor to fulfil contractual obligations, despite 2 or more notices or repeated penalties, the Procuring Agency reserves the right to get one or more work / services assigned by engaging another party at the risk and cost of the contractor.