

SUBJECT: PRE-BID MEETING DATED APRIL 9, 2019 (SSWMB/NIT-3/2018-19) FRONT END COLLECTION AND DISPOSAL - DMC KORANGI.

Queries raised by the following companies

1. CHENGDU SANCHUANG CITY APPEARANCE

Environment Management Company Limited.
No. 18, Caotang Road, Qingyang District, Chengdu, China.
Tel: +86 28 66399719.
Email: 13811091252@163.com

2. CRCCI – JKGC (JV)

**Chain Railway Contraction Corporation International
and Jiangsu Xingwang Group Co. Ltd (Joint venture)**
No. 40, Fuxing Road, Beijing 100855, P.R. China
Tel: +86 10 52689501

3. EGRO GLOBAL INC.

Egro Global – Waste Solution
Rm2003-04 Island Center, 407 Reclamation Street, Mongkok – Kowloon,
Hong Kong.
Tel: (852) 2813 1310 Fax: (852) 3928 2070

4. CHANGYI KANGJIE SANITATION ENGINEERING COMPANY

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5. ALBAYRAK

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General understanding of the contract:

- The bidder must understand that it is an item-based unit priced contract, to be quoted for each and every item in the 'Bid Price List and BOQ – Section 7.23 of RFP / Bidding Document'. Partial bids / bids with exclusion of one or more items / components, shall be considered non-responsive and invalid.

- The unit rates quoted in the 'Bid Price List and BOQ – Section 7.23' and the Form of bid including all sections of RFP / Bidding Document are part and parcel of the contract. The contract shall be repeated every year by issuing a mini-work order every year, subject to satisfactory performance and compliance to the contractual obligations of all components,

availability of valid Performance Security with the SSWMB to cover the remaining segment of the contract period.

- The payment to the contractor shall be made according to actual verified supplies made (if any) and work done / services rendered. Elements of price adjustment, procedures and formula for priced adjustment as given in RFP / Bidding Document for due consideration for escalation in prices, shall be applicable only for the elements mentioned in the clause 5.5 (b) of RFP / Bidding Document. No other items / elements mentioned in the description of items shall be taken up / considered for price adjustment.
- The bidder must understand every item in the 'Bid Price List and BOQ – Section 7.23 of RFP / Bidding Document' is quantifiable on the basis of its units mentioned in the 'Bid Price List and BOQ' therefore the bidder has to plan for the activates that can be assessed on authentic mathematical based quantification supported by I.T. based technology i.e. Command and Control Centre.
- Therefore, the contractor is advised to take due care and needs to read cautiously all section of RFP / Bidding Document while quoting for the unit price of various items of work in the 'Bid Price List and BOQ – Section 7.23 of RFP / Bidding Document' and bid for all items / components as detailed in the BOQ by offering bid / rate including taxes and other incidental charges.
- ***The Bidders are further advised to use Modified Version-2 of the RFP / Bidding Document, wherein appropriate adjustments and corrections have been made, for submission of their bids. Previous Version of the RFP / Bidding Document may be treated as cancelled / withdrawn and replaced with modified Version-2 of the RFP / Bidding Document.***

Reply to the Queries

1. Chengdu Sanchuang City Appearance Environment Management Company limited.

No. 18, Caotang Road, Qingyang District, Chengdu, China.
Tel: +86 28 66399719.
Email: 13811091252@163.com

Ref No. Nil dated April 09. 2019

No.	Question Reference	Reply																				
a.	In RFP, there is no minimum waste guarantee?	Municipal Solid Waste (MSW) varies seasonally, on different occasions and festivals and even on public holidays. Moreover, authentic data on waste quantity and waste characterization is not available. The quantity of MSW mentioned in the Bidding Document is approximate, and that is why SSWMB is advising all interested bidders to carry out their own survey and assessment before submission of their bids. Therefore, minimum waste quantity cannot be guaranteed.																				
b.	BOQ page no. 118 item no. 3 shows that for manual sweeping of foot path greenbelts and roundabouts area 26000sq km / year which is irrational while total area of DMC Korangi 95.31 Sq Km	<p>This is a typographical error. The correct figure / quantity for Item No. 3 is 26.00 Sq Km / Year and may be read as such, instead of 26,000 sq km / year.</p> <p>On page No. 87 of old RFP / Bidding Document the total area for manual sweeping of footpaths, green belts and roundabout mentioned is 218250 square meters which is correct. However, in your queries this figure is in square kilometer which is incorrect.</p> <p>The Bidders are advised to use Modified Version-2 of the RFP / Bidding Document, wherein appropriate adjustments and corrections have been made, for submission of their bids. Previous Version of the RFP / Bidding Document may be treated as cancelled / withdrawn and replaced with modified Version-2 of the RFP / Bidding Document.</p>																				
c.	BoQ page no. 118 item no. 5 shows that for mechanical washing of main roads that length is 12000 km/years?	<p>On page no. 89 clause (n)-----plan for mechanical washing of roads-----Colum no.1 is wrongly printed due to typographical errors. Clause (n) must be read as under.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name of DMC</th> <th style="width: 15%;">Length of washing of main roads per year</th> <th style="width: 10%;">No of washing machines</th> <th style="width: 5%;">Mon</th> <th style="width: 5%;">Tues</th> <th style="width: 5%;">Wed</th> <th style="width: 5%;">Thu</th> <th style="width: 5%;">Fri</th> <th style="width: 5%;">Sat</th> <th style="width: 5%;">Sun</th> </tr> </thead> <tbody> <tr> <td>While</td> <td>page</td> <td>no.89</td> <td>Plan</td> <td>for</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of DMC	Length of washing of main roads per year	No of washing machines	Mon	Tues	Wed	Thu	Fri	Sat	Sun	While	page	no.89	Plan	for					
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While	page	no.89	Plan	for																		

	<p>Mechanical Washing total length for washing 367.12 km.</p>	<table border="1" data-bbox="824 96 1520 142"> <tr> <td>DMC Korangi</td> <td>1200 KM Approx.</td> <td>+05 (five Nos.)</td> <td>On and when required basis or ordered</td> </tr> </table> <p>The quantity in item No.5 is for mechanical washing on main roads. The length of washing may be read as approximately 1200 km instead of 12000 km.</p> <p>The bidders are advised not to confuse between washing and sweeping of Roads. Washing is to be done for identified location and on and when required or whenever ordered basis, whereas sweeping of the roads is as per agreed schedule.</p>	DMC Korangi	1200 KM Approx.	+05 (five Nos.)	On and when required basis or ordered						
DMC Korangi	1200 KM Approx.	+05 (five Nos.)	On and when required basis or ordered									
d.	<p>BoQ page No.119, item No.6 shows number of Litter bins, bucket and containers. Will we put their onetime cost or we bifurcate it annually according to their expiry of life.</p>	<p>For litter bins, buckets and containers, the price must be quoted as one-time cost including the cost of their maintenance / repair and towards its placement during contract period. In addition, the Contractor shall also be responsible for replacement of the bins in case these are irreparable or stolen. The repair / maintenance and its replacement for every container, that has been paid one time, is to be maintained for the whole period of the contract by the Contractor.</p> <p>However, some of them may be damaged due to reasons beyond control of the contractor, such bins, buckets or container may be replaced with the new ones, provided a written request is made by the SSWMB. SSWMB may also require the contractor to provide additional bins, if needed and the contractor shall be bound to provide these within reasonable time on the same rates. In these 2 circumstances, the SSWMB will pay the contractor the price quoted and accepted in the original contract.</p>										
e.	<p>BoQ page no.119 item no.7 estimated numbers of offal waste on Eid-ul-Adha in DMC Korangi is 1400 tons/year while. Page No.57 says that: An estimated number of offal collected and buried in DMC Korangi are about 170,000 – 200,000 numbers.</p> <table border="1" data-bbox="196 1829 792 1955"> <thead> <tr> <th>Sr. no.</th> <th>Waste management area</th> <th>Estimated amount of waste in 3 days</th> <th>Page 57 total number of offal</th> <th>Average weight of offal (Kg)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>DMC Korangi</td> <td>1400 Tons</td> <td>170,000</td> <td>8 - 7 kg</td> </tr> </tbody> </table>	Sr. no.	Waste management area	Estimated amount of waste in 3 days	Page 57 total number of offal	Average weight of offal (Kg)	1	DMC Korangi	1400 Tons	170,000	8 - 7 kg	<p>In view of the experience during last 02 Eid-ul-Azha, wherein it was observed that the dynamics of large-scale sacrifice of animals and whole complicated operation to clear the city from offals on 1st, 2nd and 3rd day of Eid-ul-Azha, is not easy to be understood by any new contractor. Therefore, on the demand of prospective bidders as well as recommendation of the Procurement Committee, it has been decided to delete item No. 7 (Collection, transport and disposal of offals during Eid-ul-Azha) from the contract.</p>
Sr. no.	Waste management area	Estimated amount of waste in 3 days	Page 57 total number of offal	Average weight of offal (Kg)								
1	DMC Korangi	1400 Tons	170,000	8 - 7 kg								

		/ years	- 200,000	which sounds not correct.	<i>The Bidders are advised to use Modified Version-2 of the RFP / Bidding Document, wherein appropriate adjustments and corrections have been made, for submission of their bids.</i>
	This amount of waste is not rationalized according to population of DMC Korangi				
f.	Is there any plan by client that contactor may charge tipping fee upon industrial area or private housing societies etc? If they throw their waste in jurisdiction of SSWMB?				<p>Currently, there is no plan to allow the contractor to charge tipping fee from industrial areas or housing societies.</p> <p>Basically, this is a question of regulation which pertains to Solid Waste Management Board and not with the bidder/contractor. The responsibility of the contractor is to keep the area clean without waste accumulation.</p>
g.	What are general practices of Income Tax and General Sales Tax (GST) in Karachi?				<p>i. Income Tax is a federal government tax. Its rate is determined by Federal Board of Revenue (FBR) and is based on status i.e. Company or Non-company, Filer or Non-filer. Current rate of Income Tax on Janitorial Services is 7% (Filer Companies). This rate is subject to change, upwards or downwards, by the Federal Board of Revenue.</p> <p>ii. General Sales Tax (GST) in the current case, called as Sindh Sales Tax (SST) is a provincial government tax on services. Its rate is determined by Sindh Revenue Board (SRB). Current rate of Sindh Sales Tax on Janitorial Services is 10%. This rate is subject to change, upwards or downwards, by the government.</p> <p>iii. However, all interested bidders are further advised to visit websites of FBR and SRB or contact them to obtain latest information on tax rates and acquaint themselves with detailed information on tax procedure.</p>
h.	Whole document (RFP) is silent about the mobilization advance. Procuring agency will take bid security, performance security and also some affidavits but there is no safety for contractor/ bidder.				Mobilization advance is not applicable under present contract. Please note that main idea of this contract is to encourage the inverters to bring direct investments in the shape of new / modern Solid Waste Management Vehicles and allied machinery / tools as well as up to date technology to provide sanitation services according to best possible / world class sanitation service standards.

		SSWMB is an organization of Government of Sindh and has its own goodwill, therefore apprehension of the bidder regarding safety of their investment is of no basis.
	Article 1.9 page.15 Will we put discounted price (salary of DMC Staff which is approximately PKR 500 Million) in our final quoted rates or not?	<p>The item wise rates / price must be offered by including all costs including machinery, management cost, operation cost, monitoring cost, cost of manpower, incidental cost, taxes, fees and all misc. costs that are required under various sections of RFP / Bidding Document as contractual obligations. However, while quoting the rates, the bidder is required to give proportionate discount on his rates quoted / offered in his bid for the contract on account of utilization of the services of approximately 1000 employees ($\pm 10\%$) who will be detailed to work with the contractor but their salaries shall be paid by the procuring agency / government.</p> <p>The bidder should not quote this amount separately as it is part and parcel of the quoted rates. However, the bidder may mention it in the detailed rate analysis in his financial bid.</p>
	Article 2.8(b).....page.18 Annexure 1-8 are not attached in RFP	Correction has been made and now necessary Annexures are attached in the Modified Version 2 of the RFP / Bidding Document by SSWMB.
	Article 2.8(b)page.18 In case of retirement or death of DMC employee, what is the mechanism to maintain these 1000 employees throughout the contract period i.e. 7 year?	<p>The shortfall in case of retirement or death of DMC Employee, if insignificant, shall not be compensated and the contractor may be asked to recruit the staff to fulfill the gap.</p> <p>In case, the shortage is significant, the contractor may claim for the additional sanitary workers employed by them to meet the shortfall. The issue shall be amicably settled between both parties, keeping in view the ground realities.</p> <p>Once agreed, the rate of minimum wage for unskilled labour declared by the Government will be payable subject to condition that the proof of hiring of actual number of sanitary workers by the contractor and their performance is provided to the SSWMB.</p>
	Article 2.8(j)Page.19 There is no detail of workforce grade or	The Detail of staff is annexed in the Modified New Version-2 of the RFP / Bidding Document

	BPS in RFP?	by SSWMB.
	<p>Article 4.3page 66 There are two types of machinery mentioned for mechanical sweeping. Will the contractor bring both types of machinery?</p>	<p>Type of Mechanical Sweeping Machines along with detailed specification, is mentioned in the RFP / Bidding Document; however, based on the field requirement, the contractor may bring additional small mechanical sweeping machines. Minor changes in the specifications of vehicles are acceptable, provided the functionality is not compromised, subject to the condition that technical sub-committee of SSWMB endorses the change.</p>
	<p>.....Page 73 But there is picture of small mechanical sweeper instead of tipping vehicle that lift that bucket or containers.</p>	<p>The pictures are just illustrations showing types of machinery needed / proposed for Front-end MSW operation in Korangi. However, the picture of small mechanical sweeping machine shown in front of tipping vehicles has been replaced for sake of clarity / to avoid any ambiguity.</p> <p>The bidders are advised to read detailed specifications of different types of vehicles / machinery mentioned in appropriate sections of the Modified New Version-2 of the RFP / Bidding Document and plan and procure accordingly. Minor changes in the specifications of vehicles are acceptable, provided the functionality is not compromised, subject to the condition that the technical sub-committee of SSWMB endorses the change.</p>
	<p>Article 5.5 - A(c)page.85 Can we change the size of this polyethene bag with mutual consent?</p>	<p>Yes, as long as the change is for improvement in the quality. Specification given in the document are minimum, however the contractor can bring garbage bags with better / improved specification with mutual consent, provided the functionality is not compromised and the garbage holding capacity remains unchanged or is more than what is required.</p>
	<p>Article 5.5 - A(i).....Page.87 Is this work force required separately, in addition to workers which will be transferred from DMC Korangi to Successful bidder?</p>	<p>Workforce equal to ±1000 Nos. of DMC Korangi staff is mandatory condition to be utilized by the contractor for this contract. Requirement of the field workers including drivers, coolies and sanitary workers, over and above to it, are to be provided by the contractor.</p> <p>Only 1000 employees (±10%) would be transferred on detailment basis to the contractor for which the bidders have to clearly mention the appropriate discount in the</p>

		rates offered by him in the detailed rate analysis in his financial bid.
	Article 5.1 4(c).....page.89 There is no waste quantify for construction and demolition (C&D) or debris, then how we can construct the yard for their dumping?	The contractor, with mutual consent of the Procuring Agency, may provide demolition, construction / building material and debris management services at his own risk and cost. However, he will be entitled to collect service charge fees etc. at the rates approved by the SSWMB. For more details, please refer to clause 5.14 of the RFP / Bidding document.
	Article 7.1 2.....Page.113 There is no capping of penalties. Penalties should be capped with upper limit?	Penalties as mentioned in RFP / Bidding document shall be imposed in case of default on the part of contractor.
	Article 7.1 3(d).....Page.115 It is an international contract and also prices / rates are being offered in US\$ (International Currency) so it is more convenient that disputes through arbitrations will be solved by International Court?	Disputes will be settled according to the criteria given in SPPRA Rule 2010 (amended up to date) or through arbitration according to the Laws of Islamic Republic of Pakistan. For details, please refer to modified Version-2 of RFP / Bidding document in this regard.
	Article 1.2 (6).....Page.10 Form the community garbage stations and collection points to upgrade and transport urban domestic waste to the nearby designated Garbage Transfer Station (GTS). If special circumstances require (Such as waste nature or feasibility requirement), the contractor may need to transported municipal solid waste directly to the land fill.	The scope of work includes, but not limited to, disposal of garbage to garbage transfer station (GTS). However, if the area of collection of garbage is nearer to landfill site as compared to GTS or in special circumstances when situation warrants direct transfer, then the landfill site may be used and declared as GTS for that particular area, for billing purpose only. This is one of the reasons for advice to the bidders to survey the service area prior to quoting the rates of a particular item.
	Q: Does the scope of the tender includes garbage disposal at landfill site?	As above.
	Article 2.8(b).....page.18 Appendix 1-18 gives detailed staff in the area, their level of salary and service cadres. However, it should be clear that approximately 1000 employees ($\pm 10\%$) will be transferred to the contractor as detailed. The approximate total salary paid by DMC (Korangi) to them will be around Pak Rs.500 million a year. Since the wages, retirement benefits and pensions of their employees should be	The bidder is required to give proportionate discount on his rates quoted / offered in his bid on account of utilization of the services of approximately 1000 employees ($\pm 10\%$) who will be detailed to work with the contractor but their salaries shall be paid by the procuring agency / government. The bidder should not quote this amount separately as it is part and parcel of the quoted rates. However, the bidder should

	<p>borne by the Government; the bidder must bear this in mind and give the corresponding discount to the rates he offers in the bid.</p>	<p>mention it in the detailed rate analysis in his financial bid.</p>
	<p>Article 2.8 (e)page.19 The contractor / bidder will pay 25% (25%) of the operating basic salary allowance directly to the labour provided to the contractor based on his / her performance.</p> <p>Q: is 25% of the operating basic salary allowance included in the 500 million Pak Rs. And what is the 25% calculation base?</p>	<p>Incentive (performance based) equal to 25% of running basic salary of the staff is to be given separately to every individual work force of DMC Korangi whose services would be utilized by the contractor. This performance-based incentive is not part of the discount on account of salaries of the DMC staff transferred to the contractor. The bidder should include 25% performance-based incentive in the rates quoted / offered in his bid.</p> <p>Being integral part of the quoted rates, the bidder should NOT quote this amount separately as it is part and parcel of the quoted rates. However, the bidder should mention it in the detailed rate analysis in his financial bid.</p> <p>No – It is not included. Once again clarified that the Incentive (performance based) equal to 25% of running basic salary of the staff is to be given separately to every individual work force by the contractor.</p> <p>This performance-based incentive is not part of the discount on account of salaries of the DMC staff transferred to the contractor. But as clarified above, being integral part of the quoted rates, the bidder should NOT quote this amount separately as it is part and parcel of the quoted rates. However, the bidder should mention it in the detailed rate analysis in his financial bid.</p>

	<p>Article 2.10 (a).....page.21 Utilize existing facilities, such as workshop, DMC Korangi office, contractors can utilize the existing offices of the various UC in the region and the central workshops in the DMC Korangi, but the provision of this facility should be based on contractual agreements and in accordance with the terms and conditions defined and defended therein.</p> <p>Q: does the workshop and office space have to be rented, and how is the rent?</p>	<p>Such facilities shall be provided to the contractor on the terms and conditions that will be defined in detail in the agreement with the successful bidder.</p> <p>Bidders are, once again, advised to use Modified Version-2 of the RFP / Bidding Document, wherein appropriate adjustments and corrections have been made, for submission of their bids.</p>
	<p>.....Page.26(V) The bid bond is equal to 1% (1%) of the total bid amount and the financial proposal is added in the form described in section 2.24 based on the proposal on year bid price. <i>Cheque or insurance guarantees are not accepted as bid bond?</i></p> <p>Page.31 clause 2.24 Bid Bond The bidder must provide a bid bond of 1% (One Percent) of the total bid amount equivalent to the bid price / quote currency or PKR equivalent amount, in the form of <i>Demand draft / payment order or at a bank form any bank in Pakistan?</i> The form of guarantee is beneficial to SSWMB and is valid for 28 (twenty - eight) days after the validity period of the bid. The bid bond will be calculated based on the one - year quotation.</p> <p>Q: the above two items in the bidding documents are contradictory. Can the bid bond be in the form of a letter of guarantee?</p>	<p>All bidders are advised to use Modified Version-2 of the RFP / Bidding Document, wherein appropriate adjustments and corrections have been made, for submission of their bids.</p> <p>Details regarding Bid Security / Performance Security have been clearly described in the Modified Version-2 of the RFP / Bidding Document:</p> <p>Please refer to Clause 2.24 of the Modified Version-2 of the RFP / Bidding Document (Reproduced below for ready reference):</p> <p>a) The bidders are required to furnish a bid security equal to 1% (One percent) of total quoted bid amount, which must remain valid for a period of 28 (twenty-eight) days beyond the validity period of the bid.</p> <p>b) Bid Security is to be calculated on the basis of total quoted bid rate for one year either in the currency in which the bid is priced / quoted or equivalent amount in 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.</p> <p>c) The Bid Security shall be submitted in the</p>

		<p>shape described in the bidding data in any of the following forms in favour of the Sindh Solid Waste Management Board:</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 37 and 39 of SPPRA Rules, 2010 (amended up to date); v. Bid Security has to be in favour of the procuring agency (Sindh Solid Waste Management Board) and valid for a period of 28 days beyond the Bid Validity Date. <p>The bidders are further advised to refer to specific provisions of 'Bid Security' (Rule 37) of the Sindh Public Procurement Rules, 2010 (Amended 2019).</p>
	<p>Page no.33 Original: Each page of the RFP/Tender Document, whether obtained from SSWMB or Downloaded by the bidder, must be properly signed at the bottom on of the page, otherwise it will be regarded as the major deviation;</p> <p>Q: is the bidding part of the bidding proposal and singed at the bottom? What part of the bidding documents with signature is placed on the technical / operational proposals and the financial targets?</p>	<p>Each and every page of RFP / Bidding document whether obtained from SSWMB or downloaded from website of SSWMB MUST be properly signed and stamped by the bidder (at the bottom of page plus wherever specified), before submitting his bid.</p> <p>In addition, the bidder is also required to sign and stamp Technical / Financial Proposal at appropriate sections, wherever indicated.</p>
	<p>Page.39 (Grading Standard 3.3), cooperation time with the contractor the team and the bidder/ contractor must cooperated for a period of five years.</p> <p>Q: How do I provide supporting information?</p>	<p>Under evaluation criteria for technical and operation team.....3.3 states that technical / operational team of the contractor is required to comprise of members who have spent at least 5 years with the contractor at the contracts of similar nature, such information is required to evaluate and ascertain that the bidder actually has performed Solid waste related works in last five years particularly on Front End collection and disposal and other related works as described under the articles of various section</p>

		<p>of RFP. This can be done by attaching, in the Technical Proposal, CVs of these staff members working with the bidder. Technical proposal should contain such information about the bidder and its team to facilitate technical evaluation of the bid.</p> <p>Bidders are, once again, advised to use Modified Version-2 of the RFP / Bidding Document.</p>
	<p>Article 4.1(6)Page.60 Establish a command and control system, including a scientific monitoring / tracking system for the entire management and operation plan, develop and deploy software. The system should be established in Korangi with a video wall at the SSWMB headquarters.</p> <p>Q: Is the hardware equipment corresponding to the command and control system required by the bidder and included in the quotations?</p>	<p>The cost of establishing command and control including all cost as defined in 4.1(6) are to be included in total quoted rates of the bid (contract) through distribution of such cost among all items / components of the rate list / quoted bid.</p> <p>The bidder should NOT quote this amount separately as it is part and parcel of the quoted rates / bid. However, the bidder must mention it in the detailed rate analysis in the financial bid.</p>

2. CRCCI – JKGC (JV)

Chain Railway Contraction Corporation International

and Jiangsu Xingwang Group Co. Ltd (Joint venture)

No. 40, Fuxing Road, Beijing 100855, P.R. China

Tel: +86 10 52689501

Ref No.CRCCI-JXGC/GOS/SSWMB/201902 dated: April 19.2019

Question Reference	Reply
<p>Query No. 1 The contract period shown in ICB Clause no. 2.4 of the tender documents is seven years, while as shown in Clause No7.24 Form of Bid is one year, and further, as shown in Annex-G Estimated progress Payment is 9 quarters, as shown below, non-consistency of the contract period here might result in mistake in preparation and review of tender documents, so can we quote for a period of 7 years, can the employer adjust the estimate payment program to consistent with the contract period?</p>	<p>No – bidders should quote the rates for 1 year only, and not for the entire contract period of 07 years.</p> <p>Reason: For simplicity and uniformity, the Bidder has to quote rates for one year in the Bid Form in order to enable the Procuring Agency to carry out 'Comparative Evaluation' of all bidders in a uniform manner.</p> <p>Please refer to clause 2.4 of RFP / Bidding Document which clearly states: contract period is seven (07) years after issuance of work order, extendable for further Three (03) years based on mutual written consent of the contractor and client (SSWMB) which, shall be on the basis of satisfactory performance of the contractor, and on the same terms and conditions.</p> <p>The item / unit quoted rates and the quantities therein for various items of the 'Bid Price List and BOQ – Section 7.23 of RFP / Bidding Document' and other sections of RFP / Bidding Document are repeatable every year (excluding dustbins / containers) till the end of contract period, and for the extension if granted, and therefore the bid rate for each item has been asked for one year in the Form of Bid. It is a fixed price, item rate contract for the whole period of the contract with due consideration in escalation in prices for some items / elements though price adjustment on the elements mentioned in clause 5.5(B) of RFP / Bidding Document. However, it is clarified that payment will be made on the basis of actual supply, works and services done during that particular period and not lumpsum for all items.</p> <p>As for Appendix-G, the quarters are mentioned just to assess the payment schedule that the contractor estimates for his payments in progressive mode and is required as a</p>

		supporting document for estimated budgeting by SSWMB for the payments under this contract.
	<p>Query No. 2 The tender documents require the contractor to accept the existing personnel (mandatory), existing equipment and existing facilities (non-mandatory) of DMC Korangi. Thus, Provision of the detailed list of the existing personnel, equipment and available existing facilities will be required. Can the contractor to utilize the existing office and workshop, and its facilities free of charge?</p>	<p>Details of the employees of the Sanitation department of DMC Korangi and vehicles used for sanitation work is attached with the modified version-2 of RFP / Bidding Document.</p> <p>The existing office and workshop, and its facilities belong to DMC Korangi. The contractor cannot utilize the existing office and workshop, and its facilities free of charge, without permission from DMC Korangi authorities. However, SSWMB will facilitate the successful bidder to negotiate with DMC authorities to provide the workshops, allied offices and facilities on nominal rent basis.</p> <p>Please refer to clause No. 2.8 and 2.9 of the RFP / Bidding Document. Details have been attached with the modified version-2 of RFP / Bidding Document.</p>
	<p>Query No. 3 All taxes and fees related, levies before submission of the tender are required to be considered in the quotation, however if the taxes and fee policies changes during the implementation of the contract, such as tax rate increases, what is the compensation mechanism for such implement.</p>	<p>Please refer to clause 7.6, 7.7, 7.20 and 7.21 of modified version-2 of RFP / Bidding Document.</p> <p>The contractor is responsible to pay all taxes, fees etc. that are levied by local, provincial and the federal government in respect of the Contract.</p> <p>The tax rate may increase or decrease as per policy of the government during the currency of the contract.</p> <p>Further the unit rate is to be quoted in US\$ and bidder must understand that exchange rate of the US\$, usually caters for the inflation. Therefore, no compensation or deduction on account of increase or decrease in tax rates is permissible / applicable.</p>
	<p>Query No. 4 Refer to IB Clause 2.14, where bid submitted by JV, the firm / partner in charge shall remain duly authorized to deal with procuring agency, but no template / format of authorization is attached in the bidding document, so in order to avail non-consistent with the SSWMB, can you provide the template / format of this authority.</p>	<p>The joint venture deed is a legal document on legal stamp paper and is required to be prepared in accordance with the laws / rules of Islamic Republic of Pakistan / Sindh Government and registered with the competent forum, and submitted with the bid.</p> <p>However, since the Joint Venture agreement between two or more parties is a private affair between Joint Venture partners, hence SSWMB / Procuring Agency cannot provide its own format</p>

		/ template.
	<p>Query No. 5 No format / template of the bid bond / guarantee provided in RFP. Can you provide the same as a practice, such template / format shall be provided in the RFP and such that all parties could assure the provision properly prepare and needs the requirement of the Employee?</p>	<p>The Bid Security / Performance Security shall be submitted in the shape described in the bidding data in any of the following forms in favour of the Procuring Agency:</p> <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 dully 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 and valid for a period of 28 days beyond the Bid Validity Date. ➤ Insurance Guarantee is not acceptable either as Bid Security or Performance Security. <p>Format / template of the Bank Guarantee for Performance Security can be obtained from the Finance Section of SSWMB. It shall also be provided to the successful bidder, as and when required.</p>
	<p>Query No. 6 As specified in IB clause 2.3.1, where stated: [Manner Place, Date and Time of Opening of Bid] “(d)...any proposal which is found non-responsive shall be rejected as this stage and particularly if the proposal fails to achieve minimum technical scope indicated in RFP / Bidding documents.” and in Clause no 2.35... [Financial Evaluation and comparison of Bids] stated: “(a) the Financial Bid of only those bidders whose bids have been declared Technical Qualified (have obtain minimum required marks in Technical Evolution) Please Clarify the exact minimum technical score / minimum required marks?</p>	<p>Minimum technical score required is 75 Marks (out of 100 marks). It has now been explicitly mentioned in the new Modified Version-2 of RFP / Bidding Document. Please refer to evaluation criteria Clause No. 2.30.</p> <p>It is once again clarified that the Financial Bids of only those bidders, shall be opened at 2nd stage, whose bids have been declared Technical Qualified (i.e. they have obtained minimum required marks of 75 or above in the Technical Evaluation).</p>

<p>Query No. 7 Refer IB clause 2.30 evaluation criteria, please confirm whether the similar assignments / contracts SWM satisfactory carried out / Completed or in hand by the contractor during last five years as specified at serial No.1.2 shall be the same as mentioned in serial no. 1.1? If the bidder has more contracts, can these new contracts be inclusive in serial no 1.2?</p>	<p>This infirmity in the Evaluation criteria has been rectified in Modified Version-2 of RFP / Bidding Document for clause 1.1 and 1.2.</p>
<p>Query No. 8 For IB Clause No. 2.30 serial no. 1.2, Evaluation criteria, how marks will be awarded, on single contract value, or lump sum? And if the contractor awarded 2 or more contracts in a single year with each value more than 10 billion, can he be awarded more marks?</p>	<p>This is an item rate contract and not a Lump sum contract. The Criteria and sub-criteria, point system is clearly mentioned in the Modified Version-2 of RFP / Bidding Document, and may kindly be referred</p>
<p>Query No. 9 IB Clause no. 2.30 serial no. 3.1 and serial no 3.2 evaluation criteria [Education and Qualification] The education and qualification of the team must be in accordance with under the contract the requirement for the execution and operation for the activities under the contract. [Relevant Background] The relevant background must be in accordance with the work under the contract. No specification of what kind of education, qualification and relevant experience would be confirm to the requirement. Can you specify?</p>	<p>In clause 5.5(A) sub-clause "O" referred for the education, qualification and the relevant background has to be in accordance with the assignment under the contract. This means that the personnel should have qualification in the field of Public Health Science / Public Health Engineering or Environmental Science, Solid Waste Management or relevant field of study. The personnel are expected to have experience in the field of sanitation / Solid Waste Management.</p>
<p>Query No. 10 We understand that the "contract condition" provided in RFP will be part of contract signed between SSWMB and the tender contractor</p>	<p>SSWMB has invited Bidding / Request for Proposal (RFP), and every effort has been made to clarify the concept of proposed Front-End Collection system of Municipal Solid Waste under Integrated Solid Waste Management initiative of</p>

<p>in future, and is not a complete presentation of the contract. However, in order to have more comprehensive clarification of the future implementation condition of the project, we hope that SSWMB can provide more comprehensive contract conditions at this stage.</p> <p>E.g. in case of overdue payment or non-payment after overdue reminders. What relief / remedy measures will be taken by the SSWMB?</p>	<p>Government of Sindh, Pakistan. However, the prospective bidder is advised to visit the area of the contract (DMC Korangi) and put up his proposal containing details of conceptual plan, operational management plan for the execution of the contractual obligations, within the framework of Modified Version-2 of RFP / Bidding Document.</p> <p>Modified Version-2 of RFP / Bidding Document is very clear about the payments to contractor; however, the contractor must understand the quantification tools for evaluation of the claim of contractor. 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. 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. 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. 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.</p> <p>Once again clarified that, on fulfilment of all codal formalities, the SSWMB will release the payment at the earliest possible time, save the circumstances beyond control of the management of SSWMB.</p>
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3. Egro Global Inc.

Egro Global – Waste Solution

Rm2003-04 Island Center, 407 Reclamation Street, Mongkok – Kowloon,
Hong Kong.

Tel: (852) 2813 1310

Fax: (852) 3928 2070

Reference No. Nil dated April 16, 2019

	Question Reference	Reply
	<p>Query No. 1 Page No. 95 item No 5.2 (a) (ii) (B) A clear street, except for a few dust particles micron>40 After we have done site visit, we think that it is impossible to achieve such of cleanliness standard.</p>	<p>The rating standard are based on best practices of international cleanliness definitions / standards. And the same standards are expected to be achieved by companies. However, while applying these standards, site situation / road conditions, shall be kept in consideration and no unjustified deduction be made or penalty imposed.</p> <p>SSWMB may hire services of a 'Third Party Consultant' for monitoring, evaluation and assessment of the performance of the contractor on the basis of criteria mentioned in the RFP / Bidding Document. In that case, payment to the contractor will be made on the report of the 'Third Party Consultant' supplemented by report generated by the 'Command & Control System' and / or 'Departmental Evaluation & Assessment Committee'.</p> <p>In case of any grievances, the contractor may approach 'Departmental Dispute Resolution Committee' or even opt for 'Arbitration' as provided in the modified version-2 of RFP / Bidding Document.</p> <p>In addition, the concern raised by the bidders has been addressed in modified version-2 of RFP / Bidding Document.</p>
	<p>Query No. 2 Page No. 128 We would like to request for details salary structure for all staff?</p>	<p>The details of the salary structure are attached to the modified version-2 of RFP / Bidding Document or can be obtained from the office of Deputy Director (Procurement), SSWMB.</p>
	<p>Query No. 3 Provides source code for license software. Can we provide full access</p>	<p>No – for security reasons, the Contractor shall be bound to provide 'Complete Source Code' of the software, as it would become the property of SSWMB.</p>

	availability instead of source code?	
	<p>Query No. 4 Request for extension of time. As we are a foreign company that is new to this place. We request for the EOT so that we can have more time to do the in-depth study about the needs for Korangi.</p> <p>As there are already two contractors been operating for sometimes, I believe there are putting in the right system that can accommodate the local culture and system is more challenging. Therefore, we humbly to request for extension of time for additional 30 days.</p>	<p>Extension has already been granted.</p> <p>New dates are as under:</p> <ul style="list-style-type: none"> i. Issuance of Modified Version-2 of RFP / Bidding Document – 14 June 2019 (or at least 30 days prior to submission date) to 16 July 2019. ii. Submission of Bids (on Modified Version-2 of RFP / Bidding Document) – 16 July 2019 latest by 1500 hours PST. iii. Opening of Bids – 16 July 2019 latest by 1530 hours PST.
	<p>Query No. 5 Section 2.8... Utilization of existing work force. As per sub section (e) the contractor must pay detailment allowance 25% on running basic pay to the work force provided to the contractor. The question is whether the allowance is payable only to the sanitary worker or to all 1373 staff members that are transferred. Please clarify?</p>	<p>Incentive allowance equivalent to 25% of running basic pay is payable to all employees of DMC Korangi whose services are transferred (and taken up by the contractor) to work with the contractor on detailment basis for execution of the contractual obligations. However, it is clarified that this is performance-based incentive and payable on satisfactory performance of duty. Moreover, the contractor is responsible to take up services of only 1000 (+. 10%) employees and not necessarily more than that; and could relieve any un-willing / non-performing employees with prior information and approval of SSWMB.</p>

4. Changyi Kangjie Sanitation Engineering Company.

Tianshui Road, Changyi, Shandong - Province, China 261300

Tel: +86 536 217 6010 Fax: +86 536 217 6010

Reference No. Nil dated Nil

	Question Reference	Reply
	<p>Query No. 1 On page 18 and 26, the salary paid to the workforce transferred to the contractor, around Pak Rs. 500 million per year, should be borne by Government or should be included in the contractor's cost? Please confirm that?</p>	<p>The contractor / bidder may go through the description of items in the 'Bid rate List and BOQ – Section 7.23 of RFP / Bidding Document' as it includes cost of labour, cost of management etc, means unit quoted rate of the items includes all such cost as to operate monitor, management and administration of the contract plus tax, duties etc.</p> <p>It is mandatory upon the contractor / bidder to utilize the transferred staff out of the existing SWM work force of DMC Korangi. However, the contractor is responsible to take up services of only 1000 ($\pm 10\%$) employees and not necessarily more than that; and could relieve any un-willing / non-performing employees with prior information and approval of SSWMB.</p> <p>The bidder is required to give proportionate discount on his rates quoted / offered in his bid on account of utilization of the services of approximately 1000 employees ($\pm 10\%$) who will be detailed to work with the contractor but their salaries shall be paid by the procuring agency / government.</p> <p>The bidder should not quote this amount separately as it is part and parcel of the quoted rates. However, the bidder should mention it in the detailed rate analysis in his financial bid.</p>
	<p>Query No. 2 On page no.118 The quantity of the No.3 the manual sweeping of the footpath, greenbelts, medians, roundabouts, open spaces, is 26000 sq km per year. Is this the exactly data?</p>	<p>This is a typographical error and has been corrected on modified Version-2 of the RFP / Bidding Document. The correct figure / quantity for Item No. 3 is 26.00 Sq Km / Year and may be read as such, instead of 26,000 sq km / year.</p> <p>The Bidders are advised to use Modified Version-2 of the RFP / Bidding Document, wherein appropriate adjustments and corrections have been made, for submission of their bids. Previous Version of the RFP / Bidding Document may be treated as cancelled / withdrawn and replaced</p>

		with modified Version-2 of the RFP / Bidding Document.
	<p>Query No. 3 The amount of Bid Security equal to the total bid amount for 7 years, or equal to bid prices for one (1) year. Please confirm?</p>	<p>The rate of bid security is described in modified version-2 of RFP / Bidding Document and Bidding Data very clearly. Since the bid is to be quoted for one (1) year therefore the bid security will be on the quoted bid for one (1) year.</p> <p>The Bid Security shall be submitted in the shape described in the bidding data in any of the following forms in favour of the Procuring Agency:</p> <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 dully counter guaranteed by a scheduled bank in Pakistan, as prescribed under Rule 37 of SPPRA Rules, 2010 (amended up to date). ➤ Bid Security has to be in favour of the procuring agency and valid for a period of 28 days beyond the Bid Validity Date. ➤ Insurance Guarantee is not acceptable either as Bid Security or Performance Security. <p>The bidders are further advised to refer to specific provisions of 'Bid Security' (Rule 37) of the Sindh Public Procurement Rules, 2010 (Amended 2019).</p>
	<p>Query No. 4 How many original and copy of technical Proposal and Financial Proposal be should submit?</p>	<p>One original and one copy of the Technical Proposal and One copy of the original Financial Proposal is to be submitted as per procedure described in Bidding Data of modified version-2 of RFP / Bidding Document.</p>
	<p>Query No. 5 On page no. 94, the contractor should provide the polythene bag free of cost for two weeks or two months?</p>	<p>For minimum of two weeks free of cost. This is clearly described in the modified version-2 of RFP / Bidding Document.</p>
	<p>Query No. 6 On Page no.33, "each and every page of RFP / bidding document, ether obtained form the SSWMB or Downloaded by</p>	<p>Each and every page of modified version-2 of RFP / Bidding Document (at the bottom of page plus wherever specified), whether obtained from SSWMB or downloaded from website of SSWMB, MUST be properly signed and stamped by the</p>

	the Bidder has to be properly signed at the bottom of the page” But the document be purchased is only sealed but not signed. Please kindly confirm?	bidder before submission of the bid.
	<u>Suggestion by the firm</u>	
1.	Suggest these Solid waste Machinery owned by the company should be kept in Pakistan, for Start Korangi project more easy and early.	It is discretion of the Bidder and it is up to the bidder, but he can do so at his own risk and cost.
2.	Suggest – set the minimum technical score to qualify.	Minimum technical score required is 75 Marks (out of 100 marks). It has now been explicitly mentioned in the modified Version-2 of RFP / Bidding Document. Please refer to evaluation criteria under Clause No. 2.30. It is once again clarified that the Financial Bids of only those bidders, shall be opened at 2 nd stage, whose bids have been declared Technical Qualified (i.e. they have obtained minimum required marks of 75 in Technical Evaluation).
3.	Suggest – if the contract has similar assignment / work in Pakistan, awarded marks.	Yes, but it would be taken up according to relevant clause of the evaluation criteria.

5. Albayrak

Turizm Seyahat Insaat Ricaret A.S Pakistan Branch Office
 Office No. 8, 4th Floor, Shaheen Complex, Egerton Road, Lahore-Pakistan.
 +92 42 3637 0672 +92 42 3637 0673

Ref No.ALB-CLA-62/19 dated: 23.04.2019

	Question Reference	Reply
1.	<p>Query No. 1 As per clause no 2.8 of the instruction to bidders, it is mandatory to utilize the existing workforce and their proportionate salaries should be provided as discount in the rates offered. Since the discount will be on actual basis (depending on how many workers worked for a month), it will be better for mutual working if the cost of these transferred worker is kept out of the Tender Prices and the sole responsibilities is kept with the client without involving the Contractor.</p>	<p>No, because the whole contract has been designed in a way to utilize the services of existing workforce. Since the salaries and allied allowances including their pensionary benefits would be paid by the Procuring Agency, but their services shall be utilized by the contractor, hence the bidder is expected to offer discount in the quoted rates, proportionate to salaries and allied allowances including their pensionary benefits.</p>
2.	<p>Query No. 2 Clause 2.8 (e), (f),(g)and (j) of Instruction to the Bidder be removed based on the above mentioned assertions.</p>	<p>As above at S. No. 1 (This is mandatory provision)</p>
3.	<p>Query No. 3 SSWMB should provide a total minimum number of workers and machinery to be deployed in the field to encourages the competition between the parties.</p>	<p>The Bidders are advised to use Modified Version-2 of the RFP / Bidding Document, wherein appropriate adjustments and corrections have been made, for submission of their bids.</p> <p>Previous Version of the RFP / Bidding Document may be treated as cancelled / withdrawn and replaced with modified Version-2 of the RFP / Bidding Document.</p>
4.	<p>Query No. 4 According to Clause 2.36 and 2.37 of Instructions to Bidders, if the Agreement is not signed within receiving of the Agreement by the Client, the Bid Security will be forfeited. It creates a lot of doubts in the mind of bidders as to what will be the terms therefore, it is a standard practice to provide a draft of the agreements before submission of bids so the bidders</p>	<p>SSWMB is a body constituted by the provincial government of Sindh, and the bidders should have no doubts in their minds regarding any un-lawful act.</p> <p>The main part of the agreement shall be modified Version-2 of the RFP / Bidding Document. The additional part of the agreement shall be based on the standard format of Sindh Public Procurement Regulatory Authority. But since the final draft agreement needs to be weighted by the Law</p>

	may quote their prices in line with the terms of the Agreement.	department of Government of Sindh, hence can not be annexed with bidding document at this stage.
5.	<p>Query No. 5 Clause 5.12 provides for the rating system on the basis of which the payment shall be made, the whole table and the ground realities are extremely contradictory. Albayrak during its survey of the area, found that a major portion of the Korangi consists of <i>Katchi Abides</i>, without proper infrastructure and roads. The rating system provides for dust particles, whereas the roads themselves are not concrete – how can the client measure dust particles on an already dusty road?</p>	<p>The rating standard are based on best practices of international cleanliness definitions / standards. And the same standards are expected to be achieved by companies. However, while applying these standards, site situation / road conditions, shall be kept in consideration and no un-justified deduction be made or penalty imposed.</p> <p>SSWMB may hire services of a 'Third Party Consultant' for monitoring, evaluation and assessment of the performance of the contractor on the basis of criteria mentioned in the RFP / Bidding Document. In that case, payment to the contractor will be made on the report of the 'Third Party Consultant' supplemented by report generated by the 'Command & Control System' and / or 'Departmental Evaluation & Assessment Committee'.</p> <p>In case of any grievances, the contractor may approach 'Departmental Dispute Resolution Committee' or even opt for 'Arbitration' as provided in the modified version-2 of RFP / Bidding Document.</p> <p>In addition, the concern raised by the bidders has been addressed in modified version-2 of RFP / Bidding Document.</p>
6.	<p>Query No. 6 There are a number of discrepancies in Penalties section in Clause 7.12, point (h) is extremely arbitrary, what is the definition of "improper collection of solid waste"? Regarding point (t), the contractor will have no executive authority to stop the scavengers and it should solely be responsibility of the Client.</p>	<p>The concern raised by the bidders has been addressed in modified version-2 of RFP / Bidding Document.</p>
7.	<p>Query No. 7 The client will provide land for workshop and transfer station. The Contractor can use the same workshop and upgrade the same. Additionally, the client must provide in contract the time of workshops with parking areas along with Transfer Stations as without these facilities waste collection cannot be started.</p>	<p>The details of informal and formal Transfer Stations have been provided in modified version-2 of RFP / Bidding Document.</p> <p>Regarding workshops, the bidders are advised to visit all zones of Korangi and see the available workshops.</p>
8.	<p>Query No. 8 Any and all permission from Traffic</p>	<p>Yes, SSWMB shall coordinate with the traffic police and facilitate movement of solid waste</p>

	Department and any other department regarding movement in city must be their responsibility of the Client as private parties usually face a lot of problem in getting such permits which will affect the operations. Alternatively, movement of big vehicles may be allowed to work 24/7.	management vehicles, within the applicable rules.
9.	Query No. 9 Client should ensure that donkey carts, horse carts or cattle may not be allowed in the city as their waste will make it impossible to clean effectively.	The number of donkey carts, horse carts are already declining. But since this is a policy matter, SSWMB can't guarantee complete ban.
10.	Query No. 10 In Appendix-A, Page 99, in the Price Adjustment table, the factor for fuel is only 0.08 fuel is a major component of the operations and even a minor change in the price can affect the total invoice. It is hereby suggested that this factor should be increased to 0.26 and labor factor should be reduced to 0.27.	Noted, but change not possible at this stage.
11.	Query No. 11: There should be an upper limit cap on the penalties (e.g. 3% of monthly invoice).	SSWMB will not impose penalties un-justifiably.
12.	Query No. 12: The Client has yet not provided addendum to the queries raised in the Pre-Bid meeting, it is requested that an extension of two weeks be provided to understand the document better and provide a competitive bid.	Replies and response to all queries raised by all prospective bidders have been uploaded on the website of SSWMB.