

CLARIFICATIONS TO PRE-BID QUERIES

N.O.W.:- HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK AS SAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHIMUNICIPAL CORPORATION.

NIT No:- EE(Pr-I)/WZ/2020-21/TC/01 dated 18/09/2020.

Pre Bid Meeting Date & Time: - 01/10/2020 at 11:00 AM.

Sl. No.	Description/Clause	Query/Clarifications asked	Replies by SDMC
	<b>1. M/s Quess Corp Ltd. received vide email dated 29.09.2020</b>		
1	Clause No. 8.1(b) Page no. 13	As per statutory norms concern we are assuming that National Holiday, Leaves (CL, SL & EL) and Gratuity will be reimbursed as per actual.	Kindly refer Clause 3 of Section IV of the tender document
2.	Clause No.6.7 Page no. 48	As per your point SDMC is saying that bidder will provide smart phone to all workers for attendance system which will increase bidder and departmental cost. Apart of this how SDMC will approve the attendance for those who are working at site but due to network & phone failure they were not able to mark attendance.	Kindly refer Clause 2.5 of Section V of the tender document
3	Clause No.5.9 Page no. 47	Kindly clarify that what type of theft and damage you are taking. As per scope of work contractor has to provide only two shift services then who will be responsible for night shift.	Kindly refer Clause 5.9 of Section V of the tender document. The contractor employee shall be responsible for any theft (but not for any vandalism) during his duty hours
4.	Clause No.6.2 Page no. 47	As per tender document name and requirement it seems that tender is only for housekeeping services. Please clarify that what type of maintenance and care of permanent features of Toilets/Urinal block/CTC etc. such as sanitary and electrical fittings and fixtures Doors, Windows, Grills, Railings, Tiles, counters etc. you are asking in tender.	The maintenance includes keeping the fixtures etc in good , clean and running condition.
	<b>2. M/s BVG India Ltd. letter received vide email dated 29.09.2020</b>		
1	Clause no 2.5 & 2.6 on Page 45 & 46 & Clause 6.7 Page 49	We believe that a company cannot afford to buy a mobile phone for 680 HK boys which would be approximate cost 62 lakh, per phone approximately Rs 9000 and of course you have to pay for it. In addition, if any new employee works for a week and runs away with a phone, it will be an additional burden for the company. It is not necessary that a daily wage worker can have / afford an Android phone that supports GPS enabled presence app. A worker with a salary of 12.5 thousand cannot afford an expensive android phone as well as a monthly fast internet connection, which is now expensive. Or if they somehow manage the phone every month then we will have to face the issue of internet recharge on their phone as, they get salary amount to run their family. We cannot force them to be an additional burden, and also those they are not a skilled educated workforce to maintain network skills as well as app, it is a type of molestation for workers and labor law violation compliance can attract. Also GPS attendant trials are not running successfully in the currently running tender as android phone is not available for the current workers	As per Tender Conditions.

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**Director (DEMS)**

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**SE (Pr)/NGZ**

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2	Clause no 3.6 Page 46	Please clarify this clause and also in this contract there is tender for 686 manpower, if the manpower is increased in future, then the cost will be reimbursed or not.	The Payment to the Contractor will be made as per Number of Manpower deployed in compliance to Price Schedule.
3	Clause 5.9 Page 48	Working hours are from 6 am to 2 pm and 2 pm to 10 pm in 2 shifts, the premises is in a roadside area with no clock and ward facilities. If there is theft / damage other than duty hours, who will be held responsible, please clarify	It shall be strictly as per Clause 5.9, Section V of Tender Document
4(a)	Clause 6.2 Page 47 page 47	According to experiences, any sabotage is manipulated by the user / public or some people intoxicating / smacking in the toilet, on several occasions employees are injured and they are attacked during molestation. What about the cost of damage done by them to the list of toilets. Or If the company has to bear the maintenance cost then there should be a cap amount limit for the work. If any maintenance work exceeds the cap amount then it should be borne by the department	The maintenance includes keeping the fixtures etc in good , clean and running condition.
4 (b)	Clause 8.1(b) page 14	<u>Please clarify gratuity components</u> , Because Parliament passed the bill of gratuity, which will reduce the tenure of employee's gratuity from five to three years. So now employers have to pay gratuity for their contract employees, therefore, please explain how gratuity will the paid to the workers.	As per Tender Conditions.
5	Clause 2 Page 44	You have taken a total of 8 supervisors, according to 2 in each field; this number is much less than that of giving 680 manpower in the tender. It should have at least 34 supervisors to properly maintain the site Please clarify.	As per Tender Conditions.
6	Clause no 3.6 Page 46	Please clarify which heads have been taken at an estimated cost of 54 crores? It has the cost of maintenance, repair and new installation of permanent features of toilet/Urinal block/CTC etc. such as sanitary and electrical fittings and fixtures such as doors, windows, grills, railings, tiles, counters, etc.	Kindly refer to Addendum No.1.
7	Clause 6.8 & 6.9 Page 49	You have given the Tentative consumption of chemicals in a month along with the minimum quantity. Please clarify if the given quantity is fixed for chemicals or it is variable. We may hope that the concerned authority will consider our request.	The Clauses 6.6 & 6.9 of Section V are self explanatory
<b>2. GS Industrial Training &amp; testing Centre Private Limited letter received vide email dated 29.09.2020</b>			
1		You have not invited any Startup company in hiring Manpower Services (Un-skilled) to Work as Safai Karamchari for Toilet/ Urinal/CTC Blocks under the jurisdiction of South Delhi in this NIT.	As per tender conditions

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2	Kindly refer to 1.1.3.1 Eligibility Bidders,	a. Kindly impart the reason for not inviting the form of Joint Venture and Consortium in respect of Limited and Private Limited Company.	As per tender conditions
2		b. As Proprietors and Partnership are not permitted under this NIT as contractor. Kindly give us a reason for this blanket ban. Whether there is any embargo by the Central Government of India, the State Government or the Local urban Bodies.	As per tender conditions
3	Clause 14	Kindly refer to item 14 of Earnest Money in your NIT. There is no exemption in EMD, whereas under the Public Procurement Policy for Micro and Small enterprises (MSE) order 2012, the exemption from EMD has been provided for the Small & Medium Scale Industries.	As per tender conditions
4		As you are going to outsource Safai Karamchari work to manpower companies and hiring Safai Karamcharies on the payroll of mega agencies. You are supposed to enforce the prohibition of Employment of Manual Scavengers and their Rehabilitation Act, 2013. In compliance of this there is an NIT with Press NIT Number.22 (2017-2018) dated 23.03.2018 of Delhi Jal Board (DJB), in which Manual Scavengers and Safai Karamcharies has been transformed into Individual Registered Delhi Jal Board Contractors for executing of the Manhole Cleaning work in order to Rehabilitate them as a businessman/entrepreneur under the same work.	Kindly refer to Clause 3 of Section IV of tender document

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