

**Commissioner and Director of Municipal Administration**

**640, AC Guards, Masab Tank , Hyderabad- 500 004**



**Tender for Selection of Agency for “Remediation and Reclamation of Existing Dumpsite through Bio-Mining, Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster ULBs in Telangana on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”**

Bid Number: 155839/2019-H2, dated 14.03.2020

**Responses to Pre-Bid Queries**

**(received till 8<sup>th</sup> June 2020 from the prospective bidders)**

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

Please note, the responses to pre-bid queries are provided for clarification purpose only. Please refer **Corrigendum VI** for the changes made in the RFP & Draft Concession Agreement (DCA)

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
1.	<b>Balaji (03-06-2020)</b>	RFP, Page 16, 2.1.15 Sub Clause 1	Setup of bio mining processing facility in 3 months from the date of signing of contract agreement or consent to establish and operate from state pollution control board, whichever is later.	As all the machineries for setting up the facilities are long lead items we request you to extend the setup time to some reasonable period considering the Supply and erection and Commissioning time for the processing plant.	For revised clause, please refer to Corrigendum VI, S.No. 88 & 89
2.	<b>Balaji (03-06-2020)</b>	Corrigendum -IV, Page 4, Point 7	Bio Mining of legacy waste for all participating ULBs in a Cluster shall be cleared by 31.03.2021 or 6 months from the date of commercial operations date of bio mining facility, whichever is earlier.	The time for clearing the legacy waste is too short hence the same may be amended as 18 months from the date of Commercial Operation date.	For revised clause, please refer to Corrigendum VI, S.No. 88 & 89
3.	<b>Balaji (03-06-2020)</b>	RFP, Page 16, 2.1.15 Sub Clause 3	4 months from the date of contract agreement or consent to establish & operate, whichever is later.	As all the machineries for setting up the facilities are long lead items we request you to extend the setup time to some reasonable period considering the Supply and erection and Commissioning time for the processing plant.	For revised clause, please refer to Corrigendum VI, S.No. 88 & 89
4. /	<b>Balaji (03-06-2020)</b>	RFP, Page 22, 2.5.2 c, 2.5.2 d	Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above; acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in	The tender is being made as per the bidding documents provided by the Authority. If there is any error, mistake or inadequacy of content is identified then the Concession agreement shall be amended in terms of either the change in scope of work or commercial claims that arise due to the errors or inadequacy of the information provided by the bidding authority.	Tender conditions shall prevail  Bidder should apprise itself of the ground situation, before submitting the bid, in accordance with the Clause 2.5.2 (d) of RFP, Page 22

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Draft Contract;		
5.	<b>Balaji (03-06-2020)</b>	RFP, Page 35, Clause 3.2.5	In case a bidder is L1 in more than 1 cluster then his preference sheet shall be opened and his first preference cluster shall be awarded and second preference cluster shall be discarded. If bidder rejects his preferred cluster, then his bid shall be cancelled & EMD shall be forfeited.	The Authority may give a liberty to the L1 bidder to choose from its top three preferences of clusters instead of awarding the 1st preference cluster alone or discarding the bid if the bidder rejects to take its first preference.	For revised clause, please refer to Corrigendum VI
6.	<b>Balaji (03-06-2020)</b>	Concession Agreement, Page 23, 2.5.4	Any period within which a Party is, pursuant to this Concession Agreement, required to complete any action or task or Conditions Precedent inter alia including Financial Closure, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure Event.	Points Noted. But this clause should also include that "The Concessionaire shall be liable to ask for the time extension for a period equal to the time during which such party was unable to perform such actions as a result of not fulfilling the obligations of the authority". Hence, Liquidated damages shall not be levied to the Concessionaire for that period of time.	Tender condition shall prevail  For Clarity, Please refer Draft Concession Agreement (DCA), Clause 2.9.3 & 2.9.5, Page 31 & 32 respectively
7.	<b>Balaji (03-06-2020)</b>	CA, Page 24, 2.5.8	The termination payments payable due to occurrence of Force Majeure Event shall be as specified in SC Clause 2.5.8.	Noted, but the clause may be reformed as "the Concessionaire is liable to claim for its monthly payment till he offers its services and the termination of the payment shall be applicable in the forced majeure event if the concessionaire stopes or unable to provide its services.	For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
8.	<b>Balaji (03-06-2020)</b>	CA, Page 24, 2.6.1	a) the Performance Security has been encashed and appropriated and the Concessionaire/Agency fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;	Noted but the Concessionaire may ask for a extension of the cure period and if the same is acceptable for the authority without any prejudice to the concession agreement the Authority may grant extension to the cure period or may encash the BG with a prior intimation of atleast 1 week before the encashment of the PBG if any, if the Concessionaire fail to cure the default within the cure period/the extension request for extending the cure period is not by the concessionaire is not accepted by the authority.	Tender condition shall prevail
9.	<b>Balaji (03-06-2020)</b>	CA, Page 75, SCC, 3.6 C	If the concessionaire agency fails to achieve processing of daily target and supplied quantity of MSW as specified in GC Clause 3.16 (b) and creates back log of more than 3 days quantity, then concessionaire/agency shall be penalized at the rate of double the per ton processing of fresh waste for the backlog quantity beyond 3 days quantity.	By fixing a timeline for completion of processing of Fresh and the Legacy waste the LD clause has been framed in Clause 3.6 A & B. Hence, Clause 3.6 C is included in the mentioned clause A & B and Clause 3.6 C is not agreeable and may be removed.  If there is any deviation in the daily target but it is compensated/achieved on the Monthly cumulative performance then the Concessionaire shall not be liable to pay the LD not the Authority will impose the LD on the Concessionaire	For revised clause, please refer to Corrigendum VI, Sr. No. 57
10.	<b>Balaji (03-06-2020)</b>	SCC, Page 76, 3.6E	The Concessionaire/Agency shall ensure that it shall not generate processing rejects more than 20% (twenty percent) of the Monthly Legacy	As the Waste may be different in different ULBS and may not be the same one. Also we may not be able to assure what will be the generation of	For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			Waste & Fresh MSW quantity Processed. If the processing rejects/inerts exceeds the maximum limit of 20% in a month; then per ton processing fee for respective work shall be levied on the excess reject quantity, adjusted in the monthly bills. For the purpose of illustration: If 50,000 Tonnes quantity is processed in month then maximum 10,000 Tonnes Rejects would be allowed to be generated. However, if concessionaire generates 12,000 Tonnes in that month, then he shall be penalized for excess 2000 Tonnes quantity @ of applicable processing fee for the respective work. Adjusted in monthly processing fee.	processing waste. Hence, the LD levied due to the generation of 20% of the processing waste both for Legacy and for the fresh waste clause is not agreeable and may be removed.	
11.	<b>Balaji (03-06-2020)</b>	Corrigendum -IV, Page 14, 24	Rejects - Not more than 20% rejects of biomining shall be allowed to dispose based on the baseline quantity	Can you relax the ceiling limit 20% rejects based on waste condition?	For revised clause, please refer to Corrigendum VI
12.	<b>Balaji (03-06-2020)</b>	CA, Page 81, 24	Rejects to be stacked at an earmarked area of the project site as per instruction of Engineer – in- charge/ IAA in compliance to SWM 2016 Rules & applicable norms until a Regional SLF will be planned and commissioned by ULB/Authority/ District Collector. Not more than 20% rejects of biomining shall be allowed to dispose based on the baseline quantity and routine physical-chemical reports of dumpsite in consultation with Engineer – in- charge/ IAA. Record of the residual solid waste/	As we don't know what type of waste is going to be processed, the rejection cannot be committed. Hence, the Rejection sealing may be increased to 40 % at least for claiming any liquidated damaged/penalties.	For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			reject's disposal quantity shall be maintained by the Agency.		
13.	<b>Balaji (03-06-2020)</b>	General Comments		During annual maintenance per say 1 week will be conducted during that period LD shall not be imposed on to the Concessionaire	For revised clause, please refer to Corrigendum VI, S.No. No 42 & 43
14.	<b>Balaji (03-06-2020)</b>	Corrigendum -IV, Page 1, 1	Performance Security - 5% of Estimated Project Cost of Project Works in ULB of awarded cluster.	Request to consider the performance security as 2% of the estimated project cost.	For revised clause, please refer to Corrigendum VI
15.	<b>Balaji (03-06-2020)</b>	CA, Page 9, 1.2.1	The ULB/CDMA shall pay Per Ton Tipping Fee for Bio-Mining of Legacy Waste & Processing of Fresh Waste Separately. However, the bidder shall quote and will be selected as per Cumulative Fee (Per Ton Fee for Bio-Mining of Legacy Waste + Per Ton Fee for Processing of Fresh Waste).	what is the GST rate (%) considered for the tipping fee? Please confirm whether the we need to quote the rate per ton <u>inclusive of GST.?</u>	a) GST rate (%) considered GST shall be as per Applicable Laws. b) Quote inclusive of GST? - Tender condition shall prevail  For revised clauses, please refer to Corrigendum VI
16.	<b>Balaji (03-06-2020)</b>	Corrigendum - IV, Clause 11	Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on Design, Build, Finance, Operate & Transfer (DBFOT) Basis".	Please clarify the term "transfer". What needs to be transfered to ULB after the contract period?	Tender condition shall prevail  For clarity, please refer Draft Concession Agreement, Page 55, 3.19- (II) for Transfer Clause.
17.	<b>Balaji (03-06-2020)</b>	Corrigendum -IV, Page 14, 22	ULB shall assist in sale and marketing of all recovered materials	Is there any existng tie ups with any cement factories or waste to energy plants or thermal plants?	TSPCB has listed entities in Telangana to accept the RDF. List of such entities is provided in the Corrigendum VI, Addendum- 3 Bidder may approach these entities for sale and marketing of recovered material

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
18.	<b>Balaji (03-06-2020)</b>	Corrigendum -IV, SOW	Rejects - Not more than 20% rejects of biomining shall be allowed to dispose based on the baseline quantity.	Can you relax the ceiling limit 20% rejects based on waste condition?	Please refer to the response published in S. No. 10 & 11 above for clarification
19.	<b>Balaji (03-06-2020)</b>	Corrigendum -IV, Page 15, 29	However, before selling the recovered material the Agency, at its own cost, will conduct a laboratory testing of such materials from an NABL accredited laboratory, for the parameters as recommended by the SWM Rules 2016, SWM Manual & Authority/ULB.	Whether any specific recovered material or all the recovered material to be tested at NABL lab?	<p>For revised clause please refer Corrigendum VI, Sr. No. 78</p> <p>For clarity: Concessionaire / Agency shall adhere to the prescribed guidelines of SWM Rules, 2016 and SWM Manual.</p> <p>As per the SWM manual, Part II, point 3.2.11: <i>Compost quality should be monitored by the operator of the compost facility per batch of compost being sold to the market. If the facility does not have sufficient laboratory capacity to perform all the tests, National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited laboratories should be contracted to perform these tests on a regular basis. Compost that does not meet specified standards should be put to uses other than for application to food crops.</i></p> <p>Concessionaire / Agency shall budget for such related costs while bidding</p>
20.	<b>Balaji (03-06-2020)</b>	Corrigendum -IV, Page 15, 31	The fresh waste quantity shall be considered as Legacy Waste quantity till the commissioning of Fresh MSW Facility	Please reconsider this.	Tender condition shall prevail

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
21.	<b>Balaji (03-06-2020)</b>	Corrigendum -IV, Page 15, 37	Ensure use of only covered body vehicles for the transportation of construction materials	Please clarify "covered body vehicle". Shall we use tipper for transportation?	For clarity, Tipper / Any transportation vehicle used by Concessionaire/Agency shall be covered.
22.	<b>Balaji (03-06-2020)</b>	Corrigendum -IV, Page No. 4, Clause 2.1.15	31.03.2021 or 6 months from Cod whichever is earlier	1. Timiline should not be same of all the clusters. Eg. Khammam has 8 ULBs whereas Medek has 21 ULBs and timeline to clear the legacy waste is 6 months for both the clusters.	Please refer to the S.No. 2 above for clarification  For further clarity, Infrastructure (manpower/machinery/ etc) of suitable capacity should be deployed in bigger clusters to meet the RFP timelines
23.	<b>Balaji (03-06-2020)</b>	RFP, page no. of 31, 2.20.8	The bidders will pay EMD as specified in clause 1.4. If he wins more than 1 cluster as per clauses in 3.2 & 3.3 then The bidder shall submit an additional EMD for that Cluster.	Bidder shall pay the performance security for the additional cluster awarded and not the additional EMD	For revised clause, please refer to Corrigendum VI
24.	<b>Balaji (08-06-2020)</b>	RFP, page no. of 28, 2.14.2	This tipping fee shall be inclusive of Per Ton Fee of Bio-Mining Activities and Per Ton Fee of Processing of fresh waste Fees Separately.	The Tipping fee quoted shall have an escalation @ 10% per annum every year.	For revised clause, please refer to Corrigendum VI, S.No 46
25.	<b>Balaji (08-06-2020)</b>	RFP, page no. of 18, 2.2.2.2	Minimum average annual Net Worth of 10 Cr. in the preceding three financial years from the due date of submission of this bid. (FY16-17, FY17-18, FY18-19)	Minimum average annual Net Worth of 05 Cr. in the preceding three financial years from the due date of submission of this bid. (FY16-17, FY17-18, FY18-19)	For revised clause, please refer to Corrigendum VI
26.	<b>Balaji (08-06-2020)</b>		General comments	We request to extend the benefit of getting Mobilization advance to successful bidder after signing the contract.	Tender condition shall prevail



**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
27.	<b>Bright Waste Technologies (03-06-2020)</b>	RFP, Page 11, Clause 1.4	Tender document fees----10,000\-, EMD \Bid security -Rs 20,00,000\-, Performance Security: "5% of Estimated Project Cost of Awarded Cluster (This cost shall be decided after successful Total Station Survey by the bidder after receiving the LOA & before signing of contract)"	we request for exception of document fees, EMD and Performance guarantee should be Executed MSME Start-ups as per the Central Government MSME Guidelines	Please refer to response provided in S.NO 14 above
28.	<b>Bright Waste (03-06-2020)</b>	RFP, Page 17, Clause 2.2.2.1	<p><b>A)Technical Capacity:</b></p> <p>For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have to fulfill the following conditions:</p> <p>(i) Experience in setting up Municipal Solid Waste Management (MSW) projects during preceding 3 (three) years from bid due date as per following criteria :</p> <p>(a) Experience of 01 (One) MSW processing project in India of above 60 TPD Capacity</p> <p>(b) Experience of 02 (Two) MSW processing projects in India of 41-60 TPD of capacity</p> <p>(c) Experience of 03 (Three) MSW processing projects in India of 20-40 TPD of capacity.</p> <p>(ii) Experience of setting up at least 1 project in Remediation &amp; Reclamation of Legacy Waste</p>	1) Avarege Turn over 1 is MSME startups may be considerd or Avarege turn over 2Cr may be Considerd.2) Request for MSME Startaps may be Exemted or Minimum 20 TPD to 30 TPD may be considerd.	For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			<p>through Bio Mining projects during preceding 3 years from bid due date</p> <p><b>(B) Financial Capacity:</b> For demonstrating financial capacity, the Bidder shall have to fulfill the following conditions (the "Financial Capacity"):</p> <p>(i) The Bidder shall be required to have Net Worth of an average of 10 Crores in the preceding 3 (three) financial year from the due date of submission of this bid. (FY16- 17, FY17-18, FY18-19) with positive net worth in all 3 (three) financial year from the due date of submission of this bid.</p>		
29.	<b>Bright Waste (03-06-2020)</b>	RFP, Page 17, Clause 2.2.2.1	Scoring Criteria	Request for exemption of MSME startups or LoA may be considered	Tender condition shall prevail
30.	<b>Centre For Development Communication Trust (CDC), Jaipur (26/03/2020)</b>	DCA, SC 3.20, Transfer Provisions, Page 76	<p>c) Demobilize personnel, equipment, plant and machinery deployed for the Project from the Dumpsite upon issuance of Completion Certificate for Reclamation and Remediation Works and from the Site upon expiry of the Term;</p> <p>d) Demobilize personnel from the Fresh MSW Project Site and transfer equipment, plant and machinery in</p>	We understand that all movable assets deployed for execution of the project including but not limited to vehicles, other equipment shall be taken away by Agency. Please confirm.	<p>Tender condition shall prevail</p> <p>For clarity: For point (C) All movable assets deployed for Reclamation and Remediation Works may be taken away by Agency within 30 days from date of issue of completion certificate.</p> <p>For point (D)</p>

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			functional condition deployed for the Project at the Fresh MSW Project Site to the ULB upon issuance of Completion Certificate for Fresh MSW Processing Works or expiry of the Concession Agreement Period or termination of this Concession Agreement, as the case may be		All assets deployed for Fresh MSW Works shall be transferred to ULB within 30 days from date of issue of completion certificate
31.	<b>CDC (26/03/2020)</b>	(Vol I) Pg No 11. Clause No 1.4	Tender Information, EMD/Bid Security Rs. 20,00,000/-	As per the Price & Purchase Preference Policy of Government of India and Ministry of Micro, Small & Medium Enterprises the Micro, Small and Medium Enterprises (MSMEs) are to be provided tender sets free of cost and they are also exempt from payment of Bid/EMD money for tenders. <b>It is therefore requested to kindly exempt the MSME's , NGO's and NSIC's from the payment of the EMD to give them a fair chance in the bidding process.</b>	Please refer to response provided in S.NO 14 above
32.	<b>CDC (26/03/2020)</b>	RFP (Vol I) Pg No 30. Clause No 2.2	D. BID SECURITY 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 herein above in the form of a bank guarantee issued by a Nationalized / Scheduled Bank in India, in favor of the "Commissioner & Director of Municipal Administration" en-cashable in	It is requested to kindly modify the mode of payment of the Bid Security amount as it can be paid by way of DD/ NEFT/ RTGS/ FD with BG.	<b>Accepted</b>  For revised clause, please refer to Corrigendum VI, S.No 12
33.	<b>CDC (26/03/2020)</b>	(Vol I) Pg No . Clause No 2.2.2.1	<b>Minimum Eligibility Criteria A) Technical Capacity:</b>	It is requested to consider modification as: Any one of the following condition as the minimum eligibility criteria from (i) Experience in setting up Municipal	For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			<p>For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have to fulfill the following conditions:</p> <p>(i) Experience in setting up Municipal Solid Waste Management (MSW) projects during preceding 3 (three) years from bid due date as per following criteria :</p> <p>(a) Experience of 01 (One) MSW processing project in India of above 60 TPD Capacity</p> <p>(b) Experience of 02 (Two) MSW processing projects in India of 41-60 TPD of capacity</p> <p>(c) Experience of 03 (Three) MSW processing projects in India of 20-40 TPD of capacity.</p> <p>(ii) Experience of setting up at least 1 project in Remediation &amp; Reclamation of Legacy Waste through Bio Mining projects during preceding 3 years from bid due date</p>	<p>Solid Waste Management (MSW) projects during preceding 3 (three) years or (ii) Experience of setting up at least 1 project in Remediation &amp; Reclamation of Legacy Waste through Bio Mining projects during preceding 3 years from bid due date or (iii) <b>experience of Collection and Transportation of MSW</b> during preceding 3 years from bid due date. <b>The bidder fulfills any one of above condition from these should be eligible to bid.</b> Also, you would kindly agree that successful handling of "Collection and Transportation" is the most important part of successful and effective implementation of MSW in any city. There are many entities like us who have been actively and successfully engaged in this activity over the past many years. As a corollary, it follows from the foregoing, that such entities can easily handle the project under tender by acquiring most suitable latest technology/ plant &amp; machinery available domestically/ abroad. Accordingly, Qualification Score patten as mentioned at page 18 be amended.</p>	
34.	<b>CDC (26/03/2020)</b>	(Vol I) Pg No . Clause No 2.2.2.1	(B) Financial Capacity: (i) The Bidder shall be required to have Net Worth of an average of 10 Crores in the preceding 3 (three) financial year from the due date of submission of this bid.	Hence, positive net surplus profit and net worth during last 3 financial year's criterion must be waived for NGOs and for MSMEs as it is not possible for the MSMEs and new firm to continue the	Please refer to the response provided in S.No. 25 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			(FY16-17, FY17-18, FY18-19) with positive net worth in all 3 (three) financial year from the due date of submission of this bid.	business in the profit each year in the initial stage of the business.  Relaxing this criterion will allow more and wider competition in the bidding process and ensure that more professional bidders, and not just the contractors with huge net-worth, come for the bidding process.	
35.	<b>CDC (26/03/2020)</b>			<b>Additionally, suggest to add following conditions under "Technical Capacity":</b> 1. Bidder must not have suffered bankruptcy/ insolvency proceedings during the immediately preceding five years. 2. The Bidder should submit an undertaking to this effect as part of the Technical bid. 3. Any subsidiary of which the parent company has been black listed under the Insolvency and Bankruptcy code would not be allowed to participate in the Tender. This will help to ensure financial discipline has been adhered to in the past by the bidding entity	For revised clause, please refer to Corrigendum VI , S.No 6
36.	<b>CDC (26/03/2020)</b>			We are keenly interested to bid for the given tender and before making a realistic bid, we want to gather and analyse ground level information for which there is a shortage of staff and mobilisation is not possible due to <b>Corona Virus (COVID-19)</b> . Also, there is non-availability of other resources due to various lockdowns of	For revised clause, please refer to Corrigendum VI, S.No 3

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				the other services in order to reduce the spread of novel coronavirus in the community. Hence, we humbly request you to please extend the last date for submission of Bid to <b>15th April 2020.</b>	
37.	<b>Cube Bio Energy Pvt. Ltd. (08-06-2020)</b>	RFP- Schedule – I, Scope of Work-Clause I-Point 4	The Agency shall carryout Total Station/ Drone Survey (layout & contour map in Autocad) of Complete site including area earmarked in which Bio-mining is to be done. Survey maps (layout, contour etc.) shall be certified by the Independent Assessment Agency/ IAA / Engineer-in-charge. The survey shall be done at the time of possession of the site as well as at the time of submission of each running /monthly bill.”	Conducting a Total Station Survey every month and submitting it to the authority along with tonnage waste cleared would make the process very costly for us. We suggested the survey can be conducted quarterly would be very helpful	Tender condition shall prevail  For Clarity, It is essential to conduct the Total Station Survey to support the statement of tonnage of legacy waste excavated, processed (outgoing quantity) and land reclaimed through biominig. This shall form the basis of payment and hence essential to conduct.
38.	<b>Cube Bio Energy (08-06-2020)</b>	RFP- Schedule – I, Scope of Work-Clause I-Point 12	Monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized NABL accredited laboratories/agencies and submit the report on Quarterly basis/ as per SPCB conditions.”	Monitoring ground water and air quality from NABL accredited organization every quarter would increase the cost of the project. Instead we would like to suggest a submission time for every 6 months	For revised clause, please refer to Corrigendum VI, S.No 66
39.	<b>Cube Bio Energy (08-06-2020)</b>	RFP- Schedule – I, Scope of Work-Clause I-Point 12	The Agency shall take all Applicable Permits and approvals with the assistance of ULB in Sequence and comply with the CPCB and SPCB norms therein from time to time.”	From our experience it is observed that permits and approvals CPCB & SPCB are faster if the ULB processes the application than a private concessioner. Therefore we suggest that certification should be processed from the ULBs and in the name of ULB. All necessary support required for documentation should be done by the Concessioner.	<b>Accepted</b> For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
40.	<b>Cube Bio Energy (08-06-2020)</b>	RFP- Schedule – I, Scope of Work-Clause II-Point 22	Approach Road, Internal Road, Storm Water Drain, Compound Wall, Weighbridge, WB Cabin, Security Cabin, CCTV, Street Lighting, Water & Power Connection shall be set up by the bidder after due approval of the Dist. Collector upon certification by the Engineering Wing as nominated by The Dist. Collector. The bidder shall complete the execution of the works within 3 months from the date of approval of the collector. On completion & certification the ULBs/ Collector/CDMA shall reimburse the amount. The Collector shall approve the work design & cost within 15 days of the receipt of work details by the Agency.	It is requested that the ULB themselves take the work in providing the necessary external infrastructure (i.e.) 1. Approach road 2. Water supply connection 3. Electricity connection 4. Street lightening For both processing and bio mining plants.  Rest of the internal infrastructure such as compound wall, weighbridge, CCTVs, internal roads can be constructed by the	<b>Tender condition is revised</b> For revised clause, please refer to Corrigendum VI  For Further Clarity, To ensure timely completion of works for laying allied infrastructure, it is suggested that referred scope shall be undertaken by the appointed agency only.
41.	<b>Cube Bio Energy (08-06-2020)</b>	RFP- 2.1.15	<b>Set up of Bio-Mining Processing Facility</b> 3 Months from date of signing of Contract Agreement or consent to establish and operate from State Pollution Control Board, whichever is later  <b>Setting up of Fresh MSW Processing Facility for each ULBs in Cluster.</b> 4 months from the date of contract agreement or consent to establish & operate, whichever is later	Three months is very short time for raising an order, manufacturing and transporting bio mining machinery to the ULB.  Therefore we kindly seek 6 months of time for setting up the processing and bio mining plants and there in two years to complete bio mining activity.  Also it is request that if we can start our work in few ULB at a later timescale as it would be very difficult for us to start our work all ULBs at the same time.	Please refer to the response provided in the S. No. 1 and 3 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
42.	<b>Cube Bio Energy (08-06-2020)</b>		Addition: Price Escalation	With most of the ULBs expanding rapidly and there would be a need for expansion of operations and increase the machinery and manpower. With Telangana being a rapidly urbanizing state and we following the same rates for 10 years will make the project vey unviable for the private player.  Therefore we suggest including a price escalation of 5% of project cost per annum to make the bidding process more encouraging and viable.	1) Please refer to the response provided in the S.No. 24 above  2) For Clarity, Payment to Concessionaire /Agency is based on 'Per ton of waste processed', which shall take care of the increased waste processed by the Concessionaire / Agency during the project duration  Corrigendum VI, Addendum 2 provides estimated waste quantity upto 2030. Agency should plan for expansion accordingly
43.	<b>Cube Bio Energy (08-06-2020)</b>		Response: Time required for Bid submission	We request a 21 days (3 /Weeks) from the date of advertisement for us to enter in to MoUs, visit sites and prepare our out bids for submission.	Please refer to the response provided in the S.No. 36 above
44.	<b>Ecopie Services LLP (08-06-2020)</b>		Bid Security & Pre Qualification Criteria	Requesting Exemption from payment of Bid Security and relaxation in prior turnover and prior experience criteria as per MSME Notification attached by them	Please refer to the response provided in the S.No. 25, 27 & 29 above
45.	<b>Matr Industries (08-06-2020)</b>	RFP Page – 34- Clause 3.2.1	The financial bids will be evaluated under Least Cost Per Ton Waste Processing Fee (Biomining of legacy waste + Processing of Fresh Waste)	Project duration for fresh waste processing is 10 years. Due to inflation and other factors (wages, fuel costs and consumables), the amount of tipping fee for fresh waste processing will be escalated up to 10% every year. So, the amount quoted at the time of the bid can't be same for the entire Project period.	Please refer to the response provided in the S.No. 24 above



**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				Therefore, we request you to include tipping fee escalation @10% (every year) clause for fresh waste processing	
46.	<b>Matr Ind. (08-06-2020)</b>	RFP-Schedule – I, Scope of Work-Clause II-Point 22	Approach Road, Internal Road, Storm Water Drain, Compound wall, Weighbridge, WB cabin, Security cabin, CCTV, Street lighting, Water and Power Connection shall be set up by the bidder after due to approval of the Dist. Collector upon certification by the Engineering Wing as nominated by the Dist. Collector. The bidder shall complete the execution of the works within 3 months from the date of approval of the Collector. On completion & certification the ULBs / Collector/CDMA shall reimburse the amount. The Collector shall approve the work design & cost within 15 days of the receipt of work details by the Agency.	<ol style="list-style-type: none"> <li>1. Completion period for construction of civil works for fresh waste processing may be enhanced from 3 months to 6 months</li> <li>2. Construction of machinery sheds, storage sheds (compost, RDF and Recyclable) and windrow platform, leachate treatment system, security room, office room and change room and toilets to be included in the ULBs civil works. All civil works to be included in ULBs scope</li> </ol>	<ol style="list-style-type: none"> <li>1. Please refer to the response provided in the S.No. 3 above</li> <li>2. Please refer to response provided in S,No 40 Above.</li> </ol>
47.	<b>Matr Ind. (08-06-2020)</b>	RFP-Schedule – I, Scope of Work-Clause-A-Point 4	In case of delay or no payment from ULB to Agency beyond stipulated period as per Concession Agreement, the Agency may put up the same invoice to CDMA and the CDMA shall ensure the same within 45 days with interest.	The CDMA may open an escrow account for each cluster or for all clusters and ULBs can make monthly payment to the CDMA's escrow account. Instead of ULBs, payment can be made by CDMA to the Concessionaire at centralized level. It is better to make payment at state level, as CDMA is engaging IAA/PMU for regular monitoring and reporting of all	For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				processing activities at each ULB level and will update to CDMA on regular basis . In this way delay in payments by ULBs can be avoided and will pave the way for smooth functioning of the project	
48.	<b>Matr Ind. (08-06-2020)</b>	RFP, Page – 77- Appendix V Cluster information	Cluster I: Boduppall S.No.13. Mothkur	Mothkur Municipality has 7026 tonns of legacy waste in its dumpsite. To process (biomine) this waste (small quantify) bidder needs establish entire processing set up which will not be financially viable for Bidder. Cost of tipping will also escalates accordingly. It is difficult for the bidder to process less than 50000 tonns of legacy waste at one place. We request to provide 20% extra tipping fee for the ULBs which have less than 50000 tonns of legacy waste at their dumpsite <b>or</b> Concessionaire to be permitted to be carry out biomining activity in a phased manner, i.e., Phase I: 50% ULBs in first two years (in descending order on the quantity of waste or as suggested by CDMA) and remaining ULBs to be carried out in Phase II (next two years)	Please refer to Corrigendum <b>VI Addendum 2</b> for the revised list of ULBs identified for setting up Biomining processing facility in each cluster
49.	<b>Matr Ind. (08-06-2020)</b>	RFP, Page 18, Clause 2.2.2.2	Average annual net turn over of 10 Cr under "Proposed qualification criteria" but under the marks section, there is a mention of a turnover	The qualification of the bidder shall be determined by the net worth or the turnover Or either of the two criteria.	Please refer to the response provided in S.No. 25 above.

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
50.	<b>Matr Ind. (08-06-2020)</b>	RFP- Schedule – I, Scope of Work- Clause-B- Point 2	Lease Agreement shall be signed at the rate of Rs. 1/acres	Shall the amount be paid on a per tender term basis or on an annual basis, further does the payment be made on the land used or total dump yard land	For revised clause, please refer to Corrigendum VI
51.	<b>Matr Ind. (08-06-2020)</b>	RFP, Page 16, Clause 2.1.15	Set up time for Bio-mining	If given a chance for setting up bio mining in phase wise manner as there are clusters with a very small amount of legacy waste and setting up a plant shall only incur extra burden to the ULB/CDMA.	Please refer to the response provided in S.No. 1, 2 & 48 above
52.	<b>Matr Ind. (08-06-2020)</b>	RFP- Schedule – I, Scope of Work- Clause-I- Point 15		<p>Permissions from PCB, ground water clearance to be taken by ULB is clear, however if the PCB rejects the plea made by the ULB/Agency for reclamation of the dumpsite or to treat fresh waste in the existing dump yard, where does the agency stand then?</p> <p>Also the clause no. 14 &amp; 15 are contradictory to each other?</p> <p>We request that all clearances for CFE of Processing Plant and CFO of Processing Plant to be get by ULB from the concerned Institutions (Authorities) and Concessionaire shall support in preparation of documentation and reports etc</p>	Please refer to response provided in the S.No. 39 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
53.	<b>Matr Ind. (08-06-2020)</b>	RFP, Page 11, Clause 1.4	Tender information EMD/ Security deposit of Rs. 20,00,000/- and Performance guarantee of 5% of estimated project cost	Can there be a Performance guarantee relaxation on the fees as we are registered with MSME and as per the benefits of the same, we could have a relaxation on the tender fees if registered with MSME. Please refer to the webpage: <a href="https://msme.gov.in/public-procurement-policy-micro-and-small-enterprises-mses-order-2012">https://msme.gov.in/public-procurement-policy-micro-and-small-enterprises-mses-order-2012</a> "Public Procurement Policy for MSEs Order, 2012 has been notified under section 11 of MSMED Act, 2006" clearly states "Tender sets free of cost and exemption from payment of earnest money to registered MSEs."	Please refer to response provided in the S.No. 14 above
54.	<b>Matr Ind. (08-06-2020)</b>	RFP- Schedule – I, Scope of Work- Clause-II- Point 9	"Ensure arrangement for water and power supply at site at its own cost"	Some further clarification is needed as this shall be paid by the ULB/Collector	For revised clause, please refer to Corrigendum VI
55.	<b>Matr Ind. (08-06-2020)</b>	Corrigendum -IV-Clause 15, Page 6	"Minimum of 26% stake	If for example we have two companies one of which fills the technical criteria and the other fills the financial criteria is it possible for any one company to have say 95% of the stake and the other company to have 5% stake?	For revised clause, please refer to Corrigendum VI  For clarity, Commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 3 (three) years from the date of commercial operation of the Project, hold

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
					equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV. Hence, the entity fulfilling the financial capacity criteria cannot hold 5% stake and it shall hold at least 26% stake
56.	<b>Matr Ind. (08-06-2020)</b>	NA	NA	Please specify the allied payments	Please refer response provided in S.No. 40 Above.
57.	<b>Matr Ind. (08-06-2020)</b>	Corrigendum -IV- Schedule – I, Scope of Work-II- Clause-28		Can infrastructure like Leachate collection tank, composting platforms and bio-mining waste drying platform related costs be added in the expenses that shall be payable by the ULB/District collector/Authority	Please refer to the response provided in the S.No. 40 above
58.	<b>Matr Ind. (08-06-2020)</b>	Corrigendum -IV- Schedule – I, Scope of Work-II- Clause-32	Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016	The Concessionaire shall hand over all the hazardous waste to ULB	<b>Accepted</b>  For revised clause, please refer to Corrigendum VI, S.No 85
59.	<b>Matr Ind. (08-06-2020)</b>	Corrigendum -IV- Schedule – I, Scope of Work-B- Clause-8	Shall assure a minimum daily waste input of desirable quantity (in TPD) for the processing plants i.e. minimum 65% of proposed processing plant capacity at processing facility on daily basis	Supply of minimum assured quantity to be at least 80% of waste	Tender conditions shall prevail

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
60.	<b>Matr Ind. (08-06-2020)</b>	NA	NA	ULB to handle all non-veg waste (meat, chicken and fish waste) , C&D waste and drain silt on its own separately. These wastes shall not be mixed with regular MSW to be supplied to the processing plant	For Clarity, Concessionaire shall handle all types of Municipal Solid Waste in mixed and segregated form Agency shall store the C&D waste at earmarked location within the site. This shall be cleared by the ULB on regular basis
61.	<b>Nashik Waste Management Pvt. Ltd. (NWM PL) (06-06-2020)</b>	RFP- SCHEDULE – I: SCOPE OF WORK- Page 40		Proposed model of having separate processing facility for individual ULB is not viable, as setting up processing plant for small capacity on same tipping fee is not viable. Operator should have freedom to install a common treatment plant instead of decentralized plants in each ULB. Centralized plants shall have Economy of Scale and facilitates implementation of more techno commercial solutions for treatment of waste. Respective ULB shall bring the waste upto common processing facility.	For revised clause, please refer to Corrigendum VI- Addendum 2
62.	<b>NWMP L (06-06-2020)</b>	RFP-2.2.2.1 (A)- Page 17	(i) The Bidder shall be required to have Net Worth of an average of 10 Crores in the preceding 3 (three) financial year from the due date of submission of this bid. (FY16-17, FY17-18, FY18-19) with positive net worth in all 3 (three) financial year from the due date of submission of this bid.	You will appreciate that companies working in waste management mostly work on PPP mode and have heavy debts. Hence criteria for positive net worth should be removed.  Instead turnover criteria can be to Minimum Rs. 10 Crores.	Please refer to the response provided in the S.No. 25 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
63.	NWMP L (06-06-2020)	RFP -2.1.15- Page 16	3 Months from date of signing of Contract Agreement or consent to establish and operate from State Pollution Control Board, whichever is later	Biomining can be done ULBs wise as concessioner can have 1 set of machinery which can be shifted to other site after completion of 1 site. This time limit should be increased to 12 to 18 months for cumulative completion of all sites.	Please refer to the response provided in the S.No. 2 and S.no. 48 above
64.	NWMP L (06-06-2020)	RFP -2.1.16- Page 16	Setting up of Fresh MSW Processing Facility for each ULBs in Cluster.	4 months timeline for setting up of new plant is not sufficient, kindly increase it to 18 months.	Please refer to the response provided in the S.No. 3 above
65.	NWMP L (06-06-2020)	RFP- SCHEDULE – I: SCOPE OF WORK- Page 46	Pay regular payment of tipping fee to Agency within stipulated period as per Concession agreement. In case of delay or no payment from Municipality to Agency beyond stipulated period as per Concession agreement, the Agency may put up same invoice to CDMA and the CDMA shall ensure the same within 45 days with interest for the delayed period.	You will appreciate that task of collection of tipping fee from each ULB is very difficult, almost impossible. We request you to designate one single ULB who will be responsible for making payment after collecting the same in advance from other ULBs.	Tender Condition shall prevail
66.	NWMP L (06-06-2020)	RFP- B. Role of Participating Municipalities 11.- Page 46	Shall assure a minimum waste input of desirable quantity for the processing plants i.e. minimum 65% of proposed processing plant capacity (As mentioned in the Appendix-V)) at processing facility on daily basis;	Minimum guaranteed waste should be at least 80% of plant capacity	Please refer to the response provided in the S.No. 59 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
67.	<b>Nish Elgha Technologies Pvt. Ltd (NET) (02-06-2020)</b>	RFP, Page 11, Clause 1.4	Tender document fees----10,000\-, EMD \Bid security -Rs 20,00,000\-, Performance Security: "5% of Estimated Project Cost of Awarded Cluster (This cost shall be decided after successful Total Station Survey by the bidder after receiving the LOA & before signing of contract)"	We request you to kindly waive off Tender Fee and EMD/Bid Security deposit of Rs.20,00,000 for MSME Registered companies. For your information, most of the Central Govt, State Gove, PSUs are waiving of EMD/ Bid Security deposit fee for MSME Registered companies	Please refer to the response provided in S.No. 14 above
68.	<b>NET (02-06-2020)</b>	RFP, Page 17, Clause 2.2.2.1	(A) Technical Capacity  (c)Experience of 03 (Three) MSW processing projects in India of 20-40 TPD of capacity	As you are aware Solid Waste Management Rules and Procedures have come in 2016 and mostof the ULBs/Municipal Corporations are now gearing up to give contracts as per MSW Rules. Therefore there will be very limited firms who will be meeting the Technical capacity criteria as mentioned in the tender document. Further there are lot of small players / startup, MSMEs have started working the area of MSW recently. AS you know it is first time Telengana ULBs are coming with tender so therfe will not be any local companies form Telangana to meet the equirment of 3 years . To encourage the local companies form Telangana request to conider the following. In view of this, we request you to kindly consider the following as minimum eligibility criteria for technical capacity. Experience of minimum one year MSW processing projects in India of 20-40 TPD capacity. The capacity of handling dry waste may also be considered for	Tender conditions shall prevail



**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				the eligibility criteria. Experience of handling dry waste for minimum 3 years of processing dry waste 10-15 MT per day. Sir, Dry waste is also part of the Municipal Solid Waste and there are firms who are handling only dry waste as per MSW Rules 2016. You may also please consider companies having experience in lhandling dry waste eiber Private or Government or Semi Govt. As you are aware as per the Indian Solid waste characterstics the dry waste consists of only 30% of the total waste. Therefore, you may consider handling of 5-10 MT of dry waste per day as eligibility criteria.	
69.	<b>NET (02-06-2020)</b>	RFP, Page 18, Clause 2.2.2.1	ii) Experience of setting up atleast 1 Project in Remediation & Reclamation of Legacy waste through Bio Mining Projects during preceding 3 years from bid due date	Bio Mining is also come up recently and most of the ULBs / Muncipal Corporations are under the process of establishing biomining facilities. Therefore, we request you to consider the following:  Award of contract or LOA issued before bidding the document be considered as eligibility criteria.	Minimum Eligibility Criteria is revised. For revised clause, please refer to Corrigendum VI  For consideration of LOA as experience: Please refer to the clause 2.2.2.3 in RFP on Page 19
70.	<b>NET (02-06-2020)</b>	RFP, Page 18, Clause 2.2.2.1	(B) Financial Capacity (i) The Bidder shall be required to have Net Worth of an average of 10 Crores in the preceding 3 (three) financial year from the due date of submission of this bid. (FY16- 17, FY17-18, FY18-19) with positive net worth in all 3 (three)	We understand the required network of an average of 10 crores means the turnover of the company of an average in the preceeding 3 financial years . Please confirm	Please refer to the response provided in S.No. 25 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			financial year from the due date of submission of this bid.		
71.	<b>NET (02-06-2020)</b>	RFP, Page 18, Clause 2.2.2.2	Scoring Criteria	Since the marks are given above upon average turn over please confirm that minimum average annual networth of Rs. 10 crores means its annual average annual turnover of 10 crores.	Please refer to the response provided in S.No. 25 above
72.	<b>Ramky Enviro Engineers Pvt. Ltd. (REEL) (20/04/2020)</b>	RFP (Vol # 1) Clause # 1.1.2 Page # 8	Details such as Area of the Site, Avg Height and area of dumpsite, Quantity of Legacy Waste, TPD of Fresh Waste Generation Quantity are presented in Appendix V.	We request the authority to provide the following details of Dumpsite of each ULB which are missing in the Appendix V <ol style="list-style-type: none"> <li>1. Location of the Dumpsite</li> <li>2. Total Area (In Acres)</li> <li>3. Height of the Dumpsite.</li> <li>4. Water Characterization Report (If any)</li> </ol>	Please refer to the response provided in S.No. 48 above
73.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 1.1.5 Page # 9	The Draft Contract sets forth the detailed terms and conditions for provisioning of services, including the exclusive right, license and authority to equip, operate and maintain the Project subject to and in accordance with the terms of the Draft Contract.	The Draft Concession Agreement (Volume # II) is not uploaded with this tender notification. We request the authority to provide the Draft Concession Agreement at the earliest as the Draft Concession Agreement is very important aspect of any BOT / PPP Project.  Also we request the authority to provide / incorporate the following important	For Clarity, Draft Concession Agreement was uploaded on CDMA website on 01-06-2010, addressing these key clauses. Please refer following clause numbers for details <ol style="list-style-type: none"> <li>1. Conditions Preceding.- Draft Concession Agreement, GC Clause 2.9, Page 29 (Some clauses Revised in Corrigendum VI)</li> </ol>

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				<p>commercial and contractual clauses in the Draft Concession Agreement.</p> <ol style="list-style-type: none"> <li>1. Conditions Preceding.</li> <li>2. Obligations of each Party.</li> <li>3. Payment Terms and Conditions.</li> <li>4. Force Majeure.</li> <li>5. Events of Defaults (both the parties)</li> <li>6. Termination Payment.</li> <li>7. Arbitration procedure.</li> <li>8. Interest on delay payments.</li> <li>9. Draft Land Lease Agreement</li> <li>10. Draft Waste Supply Agreement.</li> <li>11. Substitution Agreement.</li> </ol>	<ol style="list-style-type: none"> <li>2. Obligations of each Party.- Draft Concession Agreement, GC Clause 3- Obligations of Concessionaire/Agency, Page 33-56 (Some clauses Revised in Corrigendum VI)</li> <li>3. Payment Terms and Conditions.- Draft Concession Agreement, GC Clause 6- Payment to Concessionaire/Agency, Page 59-63 (Some clauses Revised in Corrigendum VI)</li> <li>4. Force Majeure - Draft Concession Agreement, GC Clause 2.5-Force Majeure, Page 20-24 (Some clauses Revised in Corrigendum VI)</li> <li>5. Events of Defaults (both the parties) - Draft Concession Agreement, GC Clause 2.6-Termination, Page 24-28 (Some clauses Revised in Corrigendum VI)</li> <li>6. Termination Payment.- Draft Concession Agreement, GC Clause 2.6.3-Termination, Page 27 (Some clauses Revised in Corrigendum VI)</li> <li>7. Arbitration procedure.- Draft Concession Agreement, GC Clause 8, Page 63 &amp; SC 8.2, Page 78 (Some clauses Revised in Corrigendum VI)</li> </ol>

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
					<p>8. Interest on delay payments.- No Interest on Delay Payments shall be paid</p> <p>9. Draft Land Lease Agreement- Draft Concession Agreement, Annexure H, Page 137 (Some clauses Revised in Corrigendum VI)</p> <p>10. Draft Waste Supply Agreement.- No Such Agreement to be included</p> <p>11. Substitution Agreement.- Draft Concession Agreement, Annexure I, Page 143</p>
74.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 1.4 Page # 11	Tender Document Fee : Rs 10,000/-	We presume the Tender Document Fee should be payable through Demand Draft. So please confirm in who favor the Demand Draft should be obtained and submitted with the bid.	Please refer to the response provided in the S. No. 32 above
75.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 1.4 Page # 11	Performance Security: 5% of Estimated Project Cost of Awarded Cluster.	There is no definition of Estimated Project Cost in the RFP. So we presume the Estimated Project Cost means the Total Amount of Capital Investment made by the Concessionaire for Developing the Facility. Kindly clarify and confirm the same.	Please refer to the response provided in the S. No. 14 above
76.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 2.1.3 Page # 12	Envelope # 3: Copy of Documents.	Generally the Price Bid / Financial Bid will be provided in Original Only. No Copy of the Financial Bid will be provided in the Envelope # 3 which is a confidential and important document of the bidding.	For revised clause, please refer to Corrigendum VI, S.No 4 & 5

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				So we request the authority that in the Envelope # 3: The Copy of Qualification and Technical Documents will be provided.	
77.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 2.1.5 Page # 13	Envelope # 3: A True Copy of the Tender Documents accompanying the bid.	It is very difficult to provide the True Copy of all the bid documents it would be nearly to 300 to 450 Pages and No Notary or Advocate will be interested to provide their True Copy Authorization for entire bids.	Please refer to the response provided in S.No. 76 above
78.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 2.1.14 a Page # 15	Associate have common controlling shareholder of 25% of the paid up and subscribed share capital.	As per the explanation it is denoted 51% of voting share etc. We request the authority to cross check the Associate definition and provide the exact percentage of shareholding is it 25% or 51%	<p>Tender Condition Shall Prevail</p> <p>For Clarity, Referred RFP Clause 2.1.14 (a) relates to the '<i>Conflict of Interest</i>' and not '<i>Associate</i>'</p> <p>Under the RFP, The Bidder is entitled to claim the experience of an Associate for fulfilling the eligibility criteria. Here, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Member. The explanation provides for the meaning of Control:</p> <p>“The expression “control” means, with respect to a person which is a company or Corporation, the ownership, directly or indirectly, of more than 51% (fifty one per cent) of the voting share capital of such person, and with respect to a person which is not a company or</p>

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
					<p>Corporation, the power to direct the management and policies of such person, whether by operation of law or otherwise”</p> <p>Hence, in relation to Associate, as specified above, Control means the direct or indirect ownership of 51% of the voting Share capital of such entity/ person.</p> <p>Whereas <b>RFP Clause 2.1.14 (a) relates to the Conflict of Interest and not Associate:</b></p> <p>Wherein the direct or indirect shareholding between two bidders its Members or Associate shall not be more than 25%, otherwise the same shall constitute a Conflict of Interest. This does not pertain to Associate.</p>
79.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 2.1.15 Page # 16	Set up of Bio-Mining Processing Facility: 3 Months from date of signing of Contract Agreement or consent to establish and operate from State Pollution Control Board, whichever is later.	3 Months of time is not sufficient to establish the Bio Mining or Processing facility at the each ULB for processing the legacy waste. It should be minimum 6 Months of time from the agreement signing or consent to establish or operate from the State Pollution Board.	Please refer to the response provided in the S.No. 1 above
80.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 2.1.15 Page # 16	Bio-Mining of Legacy Waste for all participating ULBs in a Cluster: 6 Months from effective date of signing of the contract or consent to establish and operate from State Pollution Control Board or 31.03.2021 whichever is earlier.	Completing the entire Bio mining of Legacy waste within 6 month or 1 year is not possible and it would be clear failure of commitment. We request the authority to have a realistic time lines of the project where in the bio mining of legacy waste will be completed within 24 months from consent to establish	Please refer to the response provided in the S.No. 2 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				and operate from State Pollution Control Board.	
81.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 2.1.15 Page # 16	Setting up of Fresh MSW Processing Facility for each ULBs in Cluster : 4 months from the date of contract agreement or consent to establish & operate, whichever is later.	Generally the equipment and machinery required from establishment of processing facility is not readily available in the market and it should be imported or fabricated as per the project requirement. And it will take minimum 6 Months of time from the agreement signing or consent to establish or operate from the State Pollution Board. So we request the authority to give minimum 6 months of time for setting up the processing facility.	Please refer to the response provided in the S.No. 3 above
82.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 2.1.15 Page # 16	O&M of the Fresh MSW Processing Facility for each ULBs in Cluster: 10 years from the date of COD/commissioning. Extendable to another 5 years on Mutual Consent with all Parties.	This is high capital intension project where in the capital cost to be spread to the across the contract period which effectives the tipping fee. In order to have a better spread of Capex cost and to lower the tipping fee on the ULB's we request the authority to have the contract period for 25 Years instead of 10+5 Years.	Tender condition shall prevail
83.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 2.2.2.2 Page # 18	Proposed Max Marks : Average Turnover	In the Financial Capacity the Net Worth Parameter is denoted for evaluation of financial qualification, but the in the respective table of evaluation it is denoted as Average Turnover. We request the authority to clarify the financial capacity / qualification is based on the Net worth or Turnover.	Please refer to the response provided in S.No. 25 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
84.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 2.2.3 Page # 20	JV Terms	As per the Annexure F (Joint Bidding Agreement) the following points are needed for the JV Terms and Agreement between the parties. We request the authority to review the JV clauses and provide the following important points. <ol style="list-style-type: none"> <li>1. Percentage of Equity / Share for Lead Bidder</li> <li>2. Percentage of Minimum Equity / Share for other members.</li> <li>3. Lock in Period of Equity for the JV bidding.</li> </ol> Generally, the above information should be provided in the Clause 2.2.3 (f) which is missed or deleted accidentally.	The points mentioned in 1., 2. & 3. have been revised. For revised clause, please refer to Corrigendum VI
85.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 3.19 Page # 33	After evaluation of Qualification Bids, the Authority will publish a list of Qualified Bidders whose Financial Bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from the Bidder(s) who fail to qualify.	We request the authority to publish the Evaluation results (marks obtained by the each bidder) in the Technical Evaluation before opening the Financial Bid.	<b>Accepted</b>  For revised clause, please refer to Corrigendum VI, S.No 19
86.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Page # 35	In C6 no bids were received, hence clause 3.3.2 shall be followed	If there is no bidder for any specific cluster, than it should be retendered and recall and shouldn't be negotiated with any agency that has not submitted their interest or bid. We request the authority to review the condition of awarding of 1 Cluster to 1 Bidder and provide the maximum	For revised clause, please refer to Corrigendum VI



**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				opportunity to the prospective bidders who have capacity to take up more clusters.	
87.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 3.3.3 Page # 36	Bidder shall be awarded maximum 1 cluster, however in case there are any unawarded clusters, it shall be upto the discretion of tender committee to award additional cluster to existing bidders based on their preference sheet & their fulfillment of Cumulative Technical & financial capacity (as defined in clause 2.2.2.1)for their eligibility to undertake work in an additional cluster	We request the authority to provide a provision of awarding more clusters to the parties who has been the lowest bidder and have a financial capacity to execute the multiple projects. There should be minimum 4 cluster cut off for any bidder / company.	For revised clause, please refer to Corrigendum VI
88.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # 3.3.7 Page # 36	After Selection, The Agency shall carryout an initial Total Station Survey for all the Sites in cluster awarded, before signing of the Contract at the Cost of the ULB/CDMA.	We request the authority to review the respective clause once again as it denoted that Survey Charges will be paid by the ULB / CDMA. And as per the scope of work all the survey and monitoring should be conducted by the concessionaire only. So please clarify whether this cost should be included in our quote or CDMA / ULB will be pay separately in such case in which financial bid the rate to be provided.	For revised clause, please refer to Corrigendum VI
89.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Schedule # I Point # 22 Page # 41	Rejects to be stacked at an earmarked land as per instruction of Engineer – in-charge/ IAA in compliance to SWM 2016 Rules & applicant norms until a Regional SLF will be planned and commissioned by CDMA in a period of 3 to 4 months. Not more than 10%-20% rejects of biomining shall be allowed to dispose based on the baseline and	Authority should provide the details of Regional SLF before submitting the bid because it is very important aspect for any Processing & Disposal Facility and to calculate the distance from the existing dumpsite to the Proposed Regional SLF for depositing the rejects.	For revised clause, please refer to Corrigendum VI  For clarification, Planning, Development & Operation of SLF is not considered under the scope of work of this tender. Till the time SLF is established, Concessionaire / Agency shall deposit the rejects within the same site at an earmarked

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			routine physical-chemical reports of dumpsite in consultation with Engineer – in- charge/ IAA. Record of the residual solid waste/ reject's disposal quantity shall be maintained by the Agency.	Hence in the interest for successful implementation of the project. We request the authority i.e. CDMA to notify the details of Regional SLF of each cluster well in advance to make the site visit etc.  And please clarify who responsibility / scope of work to plan, develop and Operate the Regional SLF.	location. Once SLF is operational, the Concessionaire/Agency shall Coordinate / handover the rejects to the agency identified by the ULB/Authority.
90.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Point # 32 & 33 Page # 42	Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016. Handover any domestic biomedical waste if found during excavation, sorting/segregation to the nearest biomedical waste facility. This waste shall be handled as per Biomedical Waste Management Rules, 2016.	As a Municipal Solid Waste Agency, we will notify the following waste which are not part of the MSW 1. Bio Medical Waste 2. Hazardous Waste And it is the responsibility of the concern ULB to collect, transport and handle the respective waste until it dispose as per the it concern Rules and Acts.  So it is necessary to amend the respective clause as follows.  Agency should notify the availability of Hazardous and Bio Medical Waste in the Legacy Waste to the concern ULB, who will collect, transport and handle it as per the relevant act.	Please refer to the response provided in the S.No. 58 above
91.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Point # 43	The following data should be included in the progress reports submitted by the Agency:	The following reports or data can be submitted on a weekly basis for consolidation etc.	Tender Condition Shall Prevail.

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
92.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Point # 43	Windrow Composting Technology with Material Recovery Facility, RDF Generation, Bio-Methanation plant etc.)	As per the respective clause, the concessionaire has to set up the Bio-Methanation Plant or Compost Plant for the processing the waste. And this process will generate nearly 60% to 70% of RDF which should be disposed further. And it is very clearly known that there are no takers for RDF and availability of cement factories. So far there is no successfully running Bio Methanation plant for such quantities in India. It's not practically a proved technology for such quantities in India. So we request the authority to give a provision of disposing the RDF in the proposed Sanitary Landfill Itself if the RDF is not saleable.	Please Refer to response provided in S.No. 17 Above
93.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Point # 13 Page # 44	Ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any;	It is the responsibility of the concern ULB to ensure the dumpsite or land should be free from all the encroachment etc. And the concessionaire will provide general security to safeguard the asset developed by them.	Please refer to the revised clause provided in the Corrigendum IV, Schedule -1, Scope of Work-II- S.No 15  For clarification, the Concessionaire / agency shall ensure that the site leased to him remains free from encroachment during the lease period / under possession of the concessionaire / agency
94.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Point # 14 Page # 44	Pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.	As of today, the services of municipal solid waste management rendered to an urban local body are exempted from GST. In case in further, if any new tax is introductory, imposed that should be borne by the Concern Municipal	Tender Condition Shall Prevail  Please refer to response provided in S.No. 15 for clarification

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				Corporation as s it was not known during the bidding or not existing either to the concessionaire or to the authority at the time of bidding. And this should be clearly indicated in the financial proposal shall take into account all expense but excluding GST Liabilities	For any new tax that is introduced, imposed after signing of the contract, shall be dealt as per the clause for 'Change in Law', provided in the DCA, GC Clause 1.1 Definitions (Page 7), 3.1.8 (Page 54) & SC Clause 3.1.8 (Page 77)
95.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Point # 22 Page # 45	Approach Road, Internal Road, Storm Water Drain, Compound Wall, Weighbridge, WB Cabin, Security Cabin, CCTV, Street Lighting, Water & Power Connection shall be set up by the bidder after due approval of the Dist. Collector upon certification by the Engineering Wing as nominated by The Dist. Collector. The bidder shall complete the execution of the works within 3 months from the date of approval of the collector. On completion & certification the ULBs/ Collector/CDMA shall reimburse the amount. The Collector shall approve the work design & cost within 15 days of the receipt of work details by the Agency.	Why the collector of the district will provide their approval for the auxiliary and utility infrastructure needed for the processing facility which will definitely create a delay in approval and change in the scope of work at a later stage.	Please refer to the response provided in the S. No. 40 above  For clarity, As per new Municipalities Act of Telangana, 2019, District collector is in-charge of all the administrative matters and is the decision-making authority for the ULBs under their purview
				We presume that the land required for the developing the processing facility and regional sanitary landfill is not finalized by the authority. In such case it is very difficult to quote a competitive rate, so we request the authority to freeze the land and obtain all the inter department needed for the municipal corporation to hold the right of developing the project and	Sanitary Landfill is not in the scope of this tender
				also we need to have a single authority / client who signs the concession agreement i.e. concern municipal corporation.	Tender condition shall prevail

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
96.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # A Point # 4 Page # 45	In case of delay or no payment from ULB to Agency beyond stipulated period as per Concession agreement, the Agency may put up same invoice to CDMA and the CDMA shall ensure the same within 45 days with interest for the delayed period.	This is also a length process and time taking process where in the concessionaire is effected the most and there will be much delay at the state level as well. We request the authority to adopt the Escrow Accounting Payment Methodology where in the ULB will maintain 3 months of average payment in that account and whenever the average balance is not maintained it is responsibility of CDMA to deposit the respective balance well in advance from their state grant to avoid unexpected delay and in order to provide best services to the citizens.	Please refer to the response provided in the S.No. 47 above
97.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # B Point # 2 Page # 45	Land Lease Agreement shall be signed at the rate of Re. 1 / acre	Who will sign the land lease agreement is the District Collector or the Concern ULB's and please clarify whether the rate of Rs 1/- Acre is per Annum Only	Please refer to the response provided in S.No. 50 above
98.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # B Point # 8 Page # 46	Assist in getting connection for water and electricity connection each at Project Site(s).	The concern ULB should provide the Water, Electricity and approach road till the gate of the proposed land and all the internal routing and connection will be taken care and develop by the concessionaire.	Please refer to the response provided in S.No. 54 above
99.	<b>REEL (20/04/2020)</b>	RFP (Vol # 1) Clause # B Point # 11 Page # 46	Shall assure a minimum waste input of desirable quantity for the processing plants i.e. minimum 65% of proposed processing plant capacity (As mentioned in the Appendix-V)) at processing facility on daily basis;	Supply of 65% of the proposed capacity / quantity is very less and not reasonable, when the agency invests so much capital for developing the facility to cater the requirement of 110% of the generation. So we request the authority should provide 90% of the proposed capacity on a daily basis which will	Tender Condition Shall prevail.  For Clarity, Please refer updated Scope of Work in Corrigendum IV- Schedule I & DCA- Annexure -A.

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				<p>increase the efficiency of collection and transportation in the ULB's and there should be proper waste supply agreement as well which will be part of the concession agreement as well.</p> <p>And any deficient in supplying the target waste by the ULB's will attract the required compensation penalty because the concessionaire will invest money in developing the required capacity and there will be loss in revenue if the concern ULB supply less than required capacity of waste.</p>	
100.	<b>REEL (20/04/2020)</b>		Grant / VGF	As this is a social development project, we request the authority to provide the grant / funding for the development of the project. Without availability of the grant it is very difficult to execute the project and the tipping fee will be very high which most of the ULB's may not have the required incomes to pay regularly. So there should be specific state grants for this kind of projects.	Tender Condition Shall prevail.
101.	<b>REEL (20/04/2020)</b>		GST & Introduction of New Taxes	As of today, the services of municipal solid waste management rendered to an urban local body are exempted from GST. In case in further, if any new tax is introductory, imposed that should be borne by the Varanasi Municipal Corporation as s it was not known during the bidding or not existing either to the concessionaire or to the authority at the time of bidding. And this should	Please refer to the response provided in S.no. 94, S.No. 15 & S. No. 130 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				be clearly indicated in the financial proposal shall take into account all expense but excluding GST Liabilities.	
102.	<b>REEL (20/04/2020)</b>		Submission of additional pre bid queries	We request the authority to provide minimum 7 days for providing the additional queries from the date of publication of Draft Concession Agreement.	Sufficient time is provided for review of DCA (published on 01.06.2020) and submitting the queries (08.06.2020)
103.	<b>REEL (20/04/2020)</b>		Draft Concession Agreement	We request the authority to provide the Draft Concession Agreement which is vital for any PPP Project.	Volume-II, Draft Concession Agreement was uploaded on CDMA website on 01.06.2020.
104.	<b>REEL (20/04/2020)</b>		Extension of Submission Date	We request the authority to extent the submission date for 6 weeks atleast from the date of clarifications as we need to visit all the ULB's and ascertain the legacy waste availability.	Please refer to the response provided in S.No. 36 above
105.	<b>REEL (20/04/2020)</b>		Scope of Work : Remediation and Biomining of existing dumpsite.	Please indicate the following details of existing dump to estimate and consider in the financial model related to this scope of work. 1. Availability of Existing Dumpsite. 2. Total Area (In Acres) 3. Total Height of Dumpsite. 4. Waste Characteristics. 5. From How Many Years the dumpsite is operative.	Please refer to the response provided in S.No. 48 above
106.	<b>REEL (20/04/2020)</b>		Proposed Site Sketch.	We authority to provide the following important information about the proposed site (Processing Facility or SLF) which should be clear and indicated in any PPP Project.	Please refer to the response provided in S.No. 48 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
				<ol style="list-style-type: none"> <li>1. Proposed Site Location (Complete Address).</li> <li>2. How many acres of land will be located for this project considering the total concession period term.</li> <li>3. Any other layout available.</li> </ol>	
107.	<b>REEL (20/04/2020)</b>		Escrow Payment Mechanism	<p>We request the authority to adopt Escrow Payment Mechanism, where in the authority to maintain 3 Months average tipping fee payable to concessionaire in the Escrow Account.</p> <p>And there should be specific payment assurance from the State Government if the authority fails to pay the payment for a period of 90 days.</p>	Please refer to the response provided in S.No. 47 above
108.	<b>REEL (20/04/2020)</b>	RFP (Vol#1), Clause 2.5.3, Page 23	The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority	We request the Authority to reimburse/ borne any increase in cost to bidder for any addition in scope of work after submission of bid and/or award of contract to bidder, due to error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority.	<p>For revised clause, please refer to Corrigendum VI</p> <p>for clarity, Please refer DCA, GC Clause no. 3.10, page no. 43 (revised in Corrigendum VI)</p>
109.	<b>REEL (20/04/2020)</b>	RFP (Vol#1) Clause 3.3.4, Page 36	Subject to Clause 3.3.2 below, in the event that 2 (two) or more Qualified Bidders are determined, in terms hereof, as L1 (the "Tie Bidders"), then bidder with the higher Technical score shall be considered as the Selected Bidder. <b>In the event that 2 or more Qualified Bidders have the same</b>	We request authority to draw the lots, in the event that tie of Technical and Financial Quote instead of asking to submit further final offer.	For revised clause, please refer to Corrigendum VI



**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			<b>Technical and Financial Quote then such Tie Bidders shall be asked to further submit a best and final offer quote ("Best and Final Offer") which shall be lower than their common L1 quote for being eligible for consideration;</b> and in such event Bidder offering the lowest fee per ton of waste processed quote among them shall be the Selected Bidder; or in case the tie still persists in such second round, then the Authority may draw the lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.		
110.	<b>REEL (20/04/2020)</b>	RFP (Vol#1) Scope of Work, I - Bio-Mining Works, Clause 4, Page 40	The Agency shall carryout Total Station/ Drone Survey (layout & contour map in Autocad) of complete site including area earmarked in which Bio-mining is to be done. Survey maps (layout, contour etc.) shall be certified by the Independent Assessment Agency/ IAA / Engineer-in-charge. The survey shall be done at the time of possession of the site as well as at the time of submission of each running / monthly bill	We understand that the cost for Total Station/ Drone Survey that needs to be done every month shall be borne by Authority/ CDMA. Please confirm.	Please refer to the response provided in S.No. 88 above
				Also clarify that the Agency shall carryout either Total Station Survey or Drone Survey but not both.	For clarity: Agency shall carryout either Total Station Survey or Drone Survey and not both
111.	<b>REEL (20/04/2020)</b>	RFP (Vol#1) Scope of Work, II - Development and 10 years of O&M of	The Agency shall procure all necessary project assets (i.e. Plant and Equipment) including equipment, vehicles, machineries and others required for the successful execution of the treatment Project and ensure their	We understand that Agency has to use the existing infrastructure available at the processing site.	Understanding is correct.

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
		the MSW processing facility, Clause 4, Page 44	timely maintenance, replacement and capacity augmentation, as the case may be, during the entire duration of the Contract. Also, the Agency shall ensure appropriate use of existing infrastructure available at the processing site. The cost for the assets at site shall be determined by an independent valuer appointed by the Agency.	Please provide the details of existing infrastructure.  Also confirm that the infrastructure will be given to Agency at free of cost for use.	Agency should apprise itself of the ground condition for the Clusters / ULBs for which they want to bid  Yes, understanding is correct
112.	<b>REEL (20/04/2020)</b>	RFP (Vol#1) Scope of Work, II - Development and 10 years of O&M of the MSW processing facility, Clause 10, Page 44	To improve the ancillary conditions and infrastructure related to the Project including assistance to informal recycling workers.	Please provide details of infrastructure and works to be done.	The referred clause is omitted.  Please refer updated Scope of Work in Corrigendum IV- Schedule I & DCA-Annexure -A
113.	<b>REEL (20/04/2020)</b>	RFP (Vol#1) Role of CDMA, Clause 5, Page 45	Payment shall be made by ULB/CDMA for Total Station Survey to the awarded bidder for its cluster/clusters before signing of the contract.	We understand that ULB/CDMA shall pay for Total Station Survey or Drone Survey whichever is done by Agency. Please confirm.	Please refer to the response provided in the S.No. 88 above
114.	<b>REEL (20/04/2020)</b>	RFP (Vol#1) Role of ULB, Clause 14, Page 46	Have right over assets and technology in case of Termination or expiration of Concession Period, whichever is earlier	All movable assets/ material deployed by Agency shall remain property of Agency and can taken away in case of Termination or expiration of Concession Period. Please confirm.	Please refer to the response provided in the S.No. 30 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
115.	<b>REEL (20/04/2020)</b>	Role of Participating Municipalities, Point No. 10 & 16, Page 46	Shall ensure regular primary collection of waste from households i.e. on daily basis Ensure Primary and secondary Collection of waste efficiency by the Municipalities to be more than 90% within 6 months from the date of signing	We understand that the municipalities will collect, transport and handover the collected waste to Agency at the processing facility. All collection and transportation costs associated with Primary and Secondary collection is the responsibility of the respective municipality.	The referred clause is omitted in the revised scope published in Corrigendum IV.  Please refer updated Scope of Work provided in the Corrigendum IV- Schedule I & DCA- Annexure -A
116.	<b>REEL (20/04/2020)</b>		2 <sup>nd</sup> Pre Bid Meeting :	Due to National Lockdown because of Covid 19 and non-publication of Draft Concession Agreement. We request you to conduct the 2 <sup>nd</sup> Pre Bid Meeting in view of the above.	Not accepted
117.	<b>REEL (02-06-2020)</b>	Draft Concession Agreement (Vol #2) Page 4	2. (c) In case of delay or no payment from ULB to Concessionaire/ Agency beyond stipulated period as per Concession Agreement, the Concessionaire/ Agency may put up the copy of invoice to Authority and the Authority shall ensure the payment Within 30 days.	We understand that the ULB shall make payments within 15 days upon submission of Invoice, failing which Concessionaire shall put up the Invoice to Authority.	Tender Condition Shall Prevail  For Clarity, please refer DCA GC Clause 6.2 (Revised in Corrigendum VI), Page 61 & SC Clause 6.2, Page 77 & GC Clause 5.5 (B), Page 59
118.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 18	<b>1.6 TAXES AND DUTIES</b> :The Concessionaire/Agency, Sub-Concessionaire/Agencies, and their personnel shall be responsible to pay all taxes including indirect taxes including GST, duties, fees, and other impositions whatsoever, as is levied under the Applicable Laws, and the ULB shall not bear or be construed as bearing any liability for the same.	We understand that as per the Act, GST cannot be applicable on the services rendered to ULB's. Please clarify.	Please refer to the response provided in the S. No 15, S. No. 94 & S.No 130 for clarification

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
119.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 20	<b>2.4 MODIFICATIONS OR VARIATIONS :</b> Any modification or variation of the terms and conditions of this Concession Agreement by the ULB for remedying Any unforeseen adverse circumstances/ events, including any modification or variation of the Scope of the Work, can only be made by a written agreement between the Parties.	Please state Payment mechanism for the variation scope of works.	Tender Condition Shall Prevail  Please refer Draft Concession Agreement, Page 43, Clause 3.10 (few clauses revised in Corrigendum VI) for the guidelines for dealing with 'Change of scope'
120.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 21	<b>2.5 FORCE MAJEURE 2.5.1 DEFINITION</b> g) epidemic or plague within India	Please include Pandemic also.	Tender Condition Shall Prevail.
121.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 23	<b>2.5 FORCE MAJEURE 2.5.4 EXTENSION OF TIME:</b> Any period within which a Party is, pursuant to this Concession Agreement, required to complete any action or task or Conditions Precedent inter alia including Financial Closure, shall be extended for a period equal to the time during which such Party was unable to perform Such action as a result of Force Majeure Event.	Any hindrances experienced by the Concessionaire beyond his control during the construction phase and delay in approvals/permissions from the relevant authorities also to be considered for Extension of Time.	Please refer to the response provided in the S. No. 6 above
122.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 29	<b>2.9.1 CONDITIONS TO BE FULFILLED BY ULB :</b>  d) Approval of Detailed layout plan & design for the project processing facilities submitted by concessionaire	Such approval shall be granted within 5 business days of submission	Tender Condition Shall Prevail.  For Clarification, as given in DCA, Clause 2.9.1, Page 29,  "the Conditions Precedent required to be satisfied by the ULB within a period of 45 (forty-five) days from the date of execution

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
					of this Concession Agreement shall be deemed to have been fulfilled when the ULB shall have :”
123.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 32	<b>2.9.6 CONSEQUENCES OF TERMINATION :</b> a) In the event of termination is due to the ULB’s/Authority’s failure to fulfill the Conditions Precedent, the Authority/ULB shall return the Bid Security (if Performance Security not furnished) or the Performance Security as the case may be, and thereupon all rights, privileges, claims and entitlements of the Concessionaire/Agency under or Arising out of this Concession Agreement shall be deemed to have been waived by and to have ceased with the concurrence of the Concessionaire/Agency.	All the Unpaid amount + capital cost to be reimbursed to the Concessionaire by Authority within 7 days from the Termination date.	For revised clause on Termination due to default please refer Corrigendum VI  For Clarity, the clause mentioned here is Termination due to failure in non-fulfilment of Conditions Precedent.
124.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 34	<b>3.1.4 LABOUR AND OTHER STATUTORY COMPLIANCES :</b> The Concessionaire/Agency shall, in respect of the personnel employed by it either directly or through any of its sub-Concessionaire for execution of the Works, comply with all Applicable Laws for such employment, including but not limited to, the Concession Agreement Labour (Regulation and Abolition) Act, 1970, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Employees’	Form- V to be issued by the Authority to Concessionaire in order to obtain Labour license.	ULB shall provide all necessary documents required for commencement of works to the successful bidder

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			Compensation Act, 1923 and other Applicable Laws. The Concessionaire/Agency shall provide and maintain all necessary welfare facilities etc. for its personnel and employees of its Sub-Concessionaire in Accordance with the Applicable Laws.		
125.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 38	<b>3.5.1 ASSIGNMENT :</b> c) Notwithstanding anything to the contrary contained in this Concession Agreement, the Authority may, after giving 30 (thirty) days' notice to the Concessionaire, assign any of its rights and benefits and/or obligations under this Concession Agreement; to an assignee who is in the reasonable opinion of the Authority, capable of Fulfilling all of the Authority's then outstanding obligations under this Concession Agreement.	Request Authority to delete this clause, as it seems to be arbitrary in nature.	Tender Condition shall Prevail
126.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 44	<b>3.10 CHANGE OF SCOPE :</b> g) Furthermore, notwithstanding anything to the contrary contained in this GC Clause 3.10, all aggregate costs arising out of all Change of Scope Orders issued during the Term, shall not exceed 10% (ten percent) of the consideration being paid under this Concession Agreement for the entire Term.	What if it exceeds 10%. Please clarify.	For revised clause, please refer to Corrigendum VI, S.No 44
127.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement	<b>3.20 RENEWAL OF CONCESSION</b> The ULB/ Authority may in its sole discretion, in the event of non-occurrence of any	What would be price escalation for such extended contract period? Please clarify.	Please refer to the response provided in S.NO. 24 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
		(Vol #2) Page 56	Concessionaire/Agency's Default during the concession period, agree to extend the Concession by another 5 years after the expiry of the Concession Period with mutual consent of all parties. Provided that any such extension shall also lead to an extension of Land Lease Agreement(s) for an equal period so as to make the Land Lease Agreement co-terminus With extended Concession Period.		
128.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 58	<b>5.3 PAYMENT OBLIGATIONS :</b> a. Ensure timely payment of the Processing Fee in accordance with the provisions of this Concession Agreement.	We understand that, as a Generally followed Good industry Practice payment will be made within 15 days after submission of Invoice/Bill. Please clarify.	Tender condition shall prevail  For Clarity, Please Refer GC Clause 6.2, Page 61 (Revised in Corrigendum VI) & SC Clause 6.2, Page 77
129.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 60	<b>5.5 OBLIGATION OF THE AUTHORITY :</b> B. In case of delay or no payment from ULB to Concessionaire/Agency beyond stipulated period as per Concession Agreement, the Concessionaire/Agency may put up copy of the invoice to Authority and the Authority shall ensure the payment within 30 days.	We presume this delay or no payment from ULB as- 15 days. Please confirm.	Please refer to the response provided in the S.No. 117 above
130.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 61	<b>6.2 MANNER OF PAYMENT OF PROCESSING FEE :</b> For the avoidance of doubt, the Processing Fee shall be Exclusive of GST and other applicable taxes. The Taxes Shall be paid by the ULB additionally.	We also understand that, Labour cess also will be excluding the price and shall be paid by the ULB additionally.	For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
131.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 63	<b>6.4 MANNER OF PAYMENT FOR REIMBURSEMENT OF DEVELOPMENT OF ALLIED INFRASTRUCTURE :</b> The Concessionaire/Agency shall raise an invoice for the payment of reimbursement of development of allied infrastructure on 10th day of the succeeding month during Which the item got completed.	We understand that such payments will be made within 15 days from the date of submission of RA Bills/Invoice. Please clarify.	For revised clause, please refer to Corrigendum VI
132.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 63	<b>6.4 MANNER OF PAYMENT FOR REIMBURSEMENT OF DEVELOPMENT OF ALLIED INFRASTRUCTURE :</b> A) 5. 10% on completion of the defect liability period of 1 year from the date of its inspection and acceptance by the ULB	Withholding 10% until completion of Defects Liability Period is unusual and too high. Therefore, we request Authority to reduce it it 2%.	Tender condition shall prevail
133.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Page 63	<b>6.4 MANNER OF PAYMENT FOR REIMBURSEMENT OF DEVELOPMENT OF ALLIED INFRASTRUCTURE :</b> B) 4. 10% on completion of the defect liability period of 1 year from the date of its inspection and acceptance by the ULB	Withholding 10% until completion of Defects Liability Period is unusual and too high. Therefore, we request Authority to reduce it it 2%. We request Authority to Include Price Escalation also.	Tender condition shall prevail
134.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Clause 2.6.3, Page 74	b) Upon termination on account of ULB Default, the Authority/ULB shall return the Performance Security to the Concessionaire/Agency and ULB shall pay the unpaid and due Processing Fee & Reimbursement Fee for development of Allied Infrastructure on proportionate basis for the Works	We understand that Performance security release, unpaid payments and capital equipment cost incurred were releases to the Concessionaire within 7 days of termination. Please confirm.	For revised clause, please refer to Corrigendum VI



**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			rendered in accordance with term Hereof prior to Termination Date.		
135.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Clause 3.6, Page 75	A) In case the quantity processed in a month by the Concessionaire/Agency is less than 90% of the quantity to be processed in a month in accordance to the Reclamation and Remediation Plan, the Concessionaire/Agency shall be liable to pay Liquidated Damages of Rs. 2,00,000 in that Month and shall be deducted in the Processing fee payment for that month. For the purpose of illustration, if according to the Reclamation and Remediation Plan, if the concessionaire/agency is required to process 50,000 Tonnes of legacy waste in a month, but reclaims only 35,000 Tonnes of Legacy Waste in a month, then the Liquidated Damages of INR 2,00,000 shall be applicable because the concessionaire was supposed to process minimum 90% of 50,000 = 45,000 but Processed only 35,000.	Rs. 2.00 Lakh penalty is too high. Please remove this clause.	For revised clause, please refer to Corrigendum VI, S.No 57
136.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Clause 3.6, Page 75	B. If the Concessionaire/Agency fails to remediate the dumpsite within the stipulated date of the Concessionaire/Agency, he shall be liable to pay Liquidated Damages equivalent to 1.5% of Performance Security for per month of delay. Recovery of such Liquidated Damages shall be without prejudice to the other	We request Authority to reduce it to 0.2% from 1.5%.	Tender Condition Shall Prevail

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			rights of the ULB under this Concession Agreement, including the right of termination.		
137.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Clause 3.20, Page 76	d) Demobilize personnel from the Fresh MSW Project Site and transfer equipment, plant and machinery in functional condition deployed for the Project at the Fresh MSW Project Site to the ULB upon issuance of Completion Certificate for Fresh MSW Processing Works or expiry of the Concession Agreement Period or termination of this Concession Agreement, as the case may be.	We understand that all movable assets belongs to Concessionaire shall be demobilized as per the discretion of Concessionaire only.	Please refer to the response provided in the S.No. 30 above
138.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement (Vol #2) Clause 3.18, Page 77	Only if the financial burden due to a Change in Law exceeds Rs 15,00,000 the provisions of GC Clause 3.18 and the mechanism set out thereof shall be applicable.	We request Authority to pay any/all additional financial burden that has been incurred by Concessionaire without having any cap. Therefore, please delete this clause.	Not Acceptable, Tender Condition Shall Prevail
139.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Sl No 1, Pg. No.11, RFP- Clause 1.4, Page No 1	Performance Security - 5% of Estimated Project Cost of Project Works in ULB of awarded cluster. Estimated Project Cost shall be the sum of Reclamation & Remediation Works costs and Fresh MSW Processing Works costs based on awarded per ton	We understand that, Performance Security can be given in the form of Bank Guarantee from any of the Nationalized/Scheduled Bank.	For revised clause, please refer to Corrigendum VI  Performance Security can be given in the form of Bank Guarantee

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			rate of processing fee and respective quantities to be processed during the concession period. The quantities shall be taken which are fixed after successful Surveys and Investigations (Total Station/ Drone Survey & daily MSW generation etc.) done by the bidder after receiving the LOA & before signing the concession agreement.	And we request you to accept single performance bank guarantee for entire cluster instead for all ULB's.	Not Acceptable, Tender Condition Shall Prevail
140.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Sl No 6, Clause 2.2.27, Page No 3.	2.2.2.7 Sole Bidder/ JV Member can claim experience of their parent company or any other Subsidiary Company held by their parent company. However, such JV members must provide Parent Company Guarantee for themselves and for the subsidiaries whose credentials are being used to claim experience. The Parent companies shall be jointly and severally responsible for fulfilling contractual obligations of the JV.	We understand that Parent company giving Corporate Guarantee in the format available with the parent company towards its subsidiaries would suffice to fulfil this clause.  We also understand that, both or JV or single entity/bidder selected shall not be responsible for any consequential damages/consequential costs, arising from reasons whatsoever in nature.	For revised clause, please refer to Corrigendum VI
141.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of Work, Page No 13.	1.1.1 (I) 13. In case of an outgoing pandemic such as Covid-19 during the project period, the agency shall adhere to all applicable guidelines and rules released by regulatory authorities such as CPCB, SPCB, SBM etc to take measures against the pandemic.	Include Govt. Of India and Govt. of Telangana or any other statutory Authorities.	For revised clause, please refer to Corrigendum VI, S.No 76 & 77
142.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of	1.1.1 (I) 15. The Agency shall carry out baseline environmental survey of the sites. Set a soil, air and ground water quality environment baseline record (in accordance with IS: 2720) and ground	We understand that Site coordinates, contour details & Temporary bench Marks will be provided by the Authority.	For revised clause, please refer to Corrigendum VI, Addendum-2

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
		Work, Page No 13.	water baseline (in accordance with IS: 10500).		
143.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of Work, Page No 13.	1.1.1 (I) 18. The Concessionaire/ Agency shall take all Applicable Permits, approvals, clearances and comply with the statutory & applicable norms therein from time to time. The Concessionaire/ Agency shall be responsible to conduct EIA (Environmental Impact Assessment) and take EC (Environmental Clearance) if applicable. To obtain, maintain and renew all the Applicable clearances, permits, approvals as required for the project implementation, operation & maintenance.	We understand that Authority will support Concessionaire on obtaining all these approvals/permissions. Also please clarify-on whose name all these approval/permissions would be taken? Whether on Authority or Concessionaires name.	Please refer to the response provided in the S.No. 39 above
144.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of Work, Page No 13.	1.1.1 (I) 19. The portion of dumpsite shall be separated and earmarked. A minimum available vacant area will also be earmarked to set up their plant and machinery for segregation.	We request Authority to provide us with the site for Labor hutments & our office set up in the near vicinity at free of cost.	Details shall be shared with the successful bidder on case to case basis depending on site conditions.
145.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of Work, Page No 13.	1.1.1 (I) 20. Carrying out the entire project work in accordance with the Detailed project plan and schedule proposed by agency and approved by the ULB.	We understand that proposed Detailed Project Plan and Schedule were approved by the ULB within 5 working days upon submission.	For clarity, please refer DCA, Clause 3.16 (q), Page 53
146.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of	1.1.1 (I) 36. Subject to terms and conditions in the Concession Agreement., at the end of the Term, the Agency shall vacate the dumpsite, as	We request Authority to release all movable assets such as plant & machinery, equipment's etc. after completion of the Term.	Please refer to the response provided in the S.No. 30 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
		Work, Page No 15.	the case may be, along with its machinery, equipment, plant and facilities used for Bio-mining and handover the reclaimed area for the desired / planned purpose Within 30 days of reclamation.		
147.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of Work, Page No 16.	1.1.1 (II) 10. Ensure arrangement for water and power supply at site at its own cost.	Authority shall support on obtaining these arrangements.	Please refer to the response provided in the S.No. 54 above
148.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of Work, Page No 18.	1.1.1 (II) 28. Allied Infrastructure such as Approach Road, Internal Road, Storm Water Drain, Compound Wall, Weighbridge, WB Cabin, Security Cabin, CCTV, Street Lighting, Water & Power Connection, Green belt shall be set up by the concessionaire/agency after due approval of the Dist. Collector upon certification by the Engineering Wing as nominated by The Dist. Collector. The concessionaire/agency shall complete the execution of the works within 3 months from the date of approval of the collector. On completion & certification of the allied infrastructure, the ULBs/District Collector/Authority shall reimburse the amount. The Collector shall approve the work design & cost within 15 days of the receipt of work details by the Agency.	We understand that, Authority/his representatives will obtain approval of the Collector.  What is the basis for arriving at the rates towards allied services payments? Please clarify?	Please refer to the response provided in the S.No. 40 above  For Clarity, Authority/ his representatives shall assist in obtaining approval from the Collector  Please refer to response provided in S.No. 40 above  To Clarify, allied infrastructure rates shall be followed as given in latest <b>Common Schedule of Rates (SoR), 2019-20 and its Amendments</b> released by Public Health & Municipal Engineering Department, Government of Telangana.  SoR for State of Telangana can be accessed at

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
					<a href="https://publichealth.telangana.gov.in/getInfo.do?dt=2&amp;id=221&amp;oId=222">https://publichealth.telangana.gov.in/getInfo.do?dt=2&amp;id=221&amp;oId=222</a>
149.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of Work, Page No 19.	1.1.1 (II) A. 1. Provide possession of Dumpsite for Remediation & Reclamation through Bio-mining, Land for Fresh MSW Processing Facility as per Concession Agreement.	We understand that site provided is having proper approach road and in motorable condition to ply our vehicles, equipment's, Plant & Machinery.	For clarity, Most of the sites proposed for undertaking the work have motorable access. In case, if any site is not in motorable condition, Concessionaire / Agency shall develop the same as part of Allied infrastructure. Please refer to the S.No. 40 above for further clarification
150.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of Work, Page No 19.	1.1.1 (II) A. 2. Land Lease Agreement shall be signed at the rate of Re.	The rate mentioned is for how many days and to what extent? Pls clarify.	Please refer to the response provided in the S.No. 50 above
151.	<b>REEL (02/06/2020)</b>	Corrigendum -IV, Schedule-I Scope of Work, Page No 19.	1.1.1 (II) A. 3. Authority shall approve the Implementation Plan submitted by the Agency within a stipulated time. Authority shall, where appropriate, coordinate/ assist Agency in securing Applicable Approval.	We understand that the same will be approved within 5 working days from the date of submission.	Tender Condition Shall Prevail

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
152.	<b>REEL (02/06/2020)</b>	Corrigendum # 4 Point # 7	The Concession Period/Term for the Project shall be valid from the date of signing of concession agreement till the completion of 10 years of Operation & Maintenance of Fresh MSW Processing Facility with a provision of further extension of 5 years as per mutual consent of all parties. Details of project timelines are given below:	The concession agreement will start after the commercial operational declaration rather than agreement signing date.  So the clause should be amended as following. The operational / concession agreement from start from the state of COD of the Processing Facility.	For revised clause, please refer to Corrigendum VI, S. No 88 & 89
153.	<b>REEL (02/06/2020)</b>	Corrigendum # 4 Point # 9	The initial Total Station Survey/Drone Survey carried out by the Concessionaire/Agency in consultation with the ULB/Authority for the project sites before signing of this concession agreement, it shall be paid by the ULB/Authority.	All the cost items of the scope of work to be decided during the tendering stage itself to avoid conflict post award of the contract. So we request the authority to have a firm bill of quantities / price bid where in the prospective bidder submits their quote and the authority can evaluate and award the project to lowest bidder.	Please refer to the response provided in the S.No. 88 above
154.	<b>REEL (02/06/2020)</b>	Corrigendum # 4 Point # 26	Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.	As per the MSW Norms the respective waste are excluded wastes.  We request the authority to reconfirm whether the following waste handling is part of this project.  1. Hazardous 2. Bio Medical 3. C&D Waste.  Kindly clarify who will handle and dispose this waste and its cost associated.	Please refer to the response provided in the S.No. 58 & S.No. 60 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
155.	<b>REEL (02/06/2020)</b>	Role of Authority	Regional/ Common Sanitary Landfill Facility (SLF) for the disposal of inerts/ process rejects/ process residue shall be planned and commissioned by ULB/District Collector/Authority.	Sanitary Landfill is very important aspect of the MSW Project, wherein the rejects and inerts to be stored. So in view of the important, it is requested to the authority to speed up the sanitary landfill process in advance of this tender because there should be in time transport of inerts to the sanitary landfill.	Please refer to the response provided in the S.no. 89 & S. No. 92 above
156.	<b>REEL (02/06/2020)</b>	Role of the ULB Point # 5	Land Lease Agreement shall be signed at the rate of Rs 1	Please specific the rate properly, it is per acre / per sq meter or entire dumpsite.	Please refer to the response provided in the S.No. 50 above
157.	<b>REEL (02/06/2020)</b>	Role of the ULB Point # 8	Shall assure a minimum daily waste input of desirable quantity (in TPD) for the processing plants i.e. minimum 65% of proposed processing plant capacity at processing facility on daily basis;	The assured quantities given are very less and it will result in reducing the collection efficiency of each ULB. We request the authority to incorporate a standard of 90% assured quantity of fresh waste from each ULB.	Please refer to the response provided in the S.No. 59 above
158.	<b>REEL (02/06/2020)</b>	Role of the ULB Point # 12	The word bidder	The Word Bidder should be replaced by the concessionaire / agency.	Please refer to the response provided in the S.No. 40 above
159.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement Page # 7	Change in Law	We request the authority to include any variation and introduction of new taxes / duties or levies by central and state government will come under the change of law and should be paid by the ULB / authority as per the statutory rate.	Please refer to the response provided in the S.No. 94 above
160.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement Page # 21	Epidemic or plague within India.	Please remove within India, this is a globalization age, where epidemic can effected from outside India as well.	Please refer to the response provided in the S.No. 120 above



**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
161.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement Page # 20	Shall mean the date on which the project processing facility/plant (Bio-Mining & Fresh MSW Processing) is set up and successfully completed "trial run" of 7 days (continuous 8 hours per day) with processing of minimum 60% estimated per day project quantity. Trial run shall be witnessed, and its report shall be submitted by the Engineer – in-charge & IAA to the ULB upon which commissioning certificate shall be issued by the ULB.	This is a short term implementation project and the trial run should be confined to 3 days only.	For revised clause, please refer to Corrigendum VI, S.No 34
162.	<b>REEL (02/06/2020)</b>	Draft Concession Agreement Clause # 8.2	Dispute Settlement : Sole Arbitrator	We request the authority to incorporate standard arbitration proceeding where in Tribunal of Arbitrator is appointed by parties of the agreement.	For revised clause, please refer to Corrigendum VI, S.No 58
163.	<b>REEL (02/06/2020)</b>		Price Escalation :	This is a long term PPP contract where in the concessionaire has to operate the plant for 10 + 5 years and some extended period as well. In view of long term contract and uncertain increase in the cost factors of the project, we request the authority to escalate the unit rate on half yearly basis through whole sale price index covering the following cost factors. 1. 60% towards Minimum Wages. 2. 30% towards Diesel. 3. 10% towards others.	Please refer to the response provided in the S.No. 24 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
164.	<b>REEL (02/06/2020)</b>		Extension of Submission Date	We request the authority to provide minimum of 4 weeks for submitting the bid from the date if clarification given to all the queries.	Please refer to the response provided in the S.No. 36 above
165.	<b>REEL (02/06/2020)</b>		20% Rejects	20% of Rejects in the legacy waste is not acceptable and it is impartial as well. We request the authority to allow minimum 50% towards rejects / inserts of total legacy waste.	Please refer to the response provided in the S.No. 10 above
166.	<b>REEL (02/06/2020)</b>	Processing Fee/ Tipping Fee Escalation		Clarity and methodology of escalation of Processing Fee/ Tipping Fee shall be given by Authority.	Please refer to the response provided in the S.No. 24 above
167.	<b>REEL (02/06/2020)</b>	Corrigendum IV, Point 1, Page 1 (RFP – Clause 1.4)	Performance Security - 5% of Estimated Project Cost of Project Works in ULB of awarded cluster. Estimated Project Cost shall be the sum of Reclamation & Remediation Works costs and Fresh MSW Processing Works costs based on awarded per ton rate of processing fee and respective quantities to be processed during the concession period. The quantities shall be taken which are fixed after successful Surveys and Investigations (Total Station/ Drone Survey & daily MSW generation etc.) done by the bidder after receiving the LOA & before signing the concession agreement  Performance security for each ULB shall be furnished separately.	We understand that Performance Security of each Cluster shall be furnished separately instead of each ULB. Please clarify.	Please refer to the response provided in the S.No. 14 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
168.	<b>REEL (02/06/2020)</b>	DCA, SC 2.6.3 (b), Termination Payments, Page 74	b) Upon termination on account of ULB Default, the Authority/ULB shall return the Performance Security to the Concessionaire/Agency and ULB shall pay the unpaid and due Processing Fee & Reimbursement Fee for development of Allied Infrastructure on proportionate basis for the Works rendered in accordance with term hereof prior to Termination Date.	We request Authority to reimburse the total capital cost for the project till date of termination.	Please refer to the response provided in the S.No. 134 above
169.	<b>REEL (02/06/2020)</b>	DCA, SC 3.6 (A), Liquidated Damages, Page 75	In case the quantity processed in a month by the Concessionaire/Agency is less than 90% of the quantity to be processed in a month in accordance to the Reclamation and Remediation Plan, the Concessionaire/Agency shall be liable to pay Liquidated Damages of Rs. 2,00,000 in that Month and shall be deducted in the Processing fee payment for that month.....	Rs. 2.00 Lakh penalty is too high. Please remove this clause.	Please refer to the response provided in the S.No. 135 above
170.	<b>REEL (02/06/2020)</b>	DCA, SC 3.6 (B), Liquidated Damages, Page 75	If the Concessionaire/Agency fails to remediate the dumpsite within the stipulated date of the Concessionaire/Agency, he shall be liable to pay Liquidated Damages equivalent to 1.5% of Performance Security for per month of delay. Recovery of such Liquidated Damages shall be without prejudice to the other rights of the ULB under this Concession Agreement, including the right of termination.	We request Authority to reduce it to 0.2% from 1.5%.	Please refer to the response provided in the S.No. 136 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
171.	<b>REEL (02/06/2020)</b>	DCA, Clause 3.10, Change of Scope, Page 43		If the duration of work to be carried out due to Change of scope is more than one year, Authority/ ULB will allow escalation of the cost in subsequent financial year. Please confirm and provide escalation formulae.	Please refer to the response provided in the S.No. 24 above
				We understand that the payments related to change of scope shall be paid by ULB within 15 days from the date of submission of Invoice. Please confirm.	Please refer to the response provided in the S.No. 119 above
172.	<b>REEL (02/06/2020)</b>	DCA, SC 3.18, Change of Law, Page 77	Only if the financial burden due to a Change in Law exceeds Rs 15,00,000 the provisions of GC Clause 3.18 and the mechanism set out thereof shall be applicable.	We request Authority to pay any/all additional financial burden that has been incurred by Concessionaire without having any cap. Therefore, please Amend this clause accordingly.	Please refer to the response provided in the S.No. 138 above
173.	<b>Suman Realty &amp; Industrial Services (08-06-2020)</b>	CA-Page 30-2.9.2	Conditions Precedent required to be satisfied by the Concessionaire/Agency within a period of 45 (forty-five) days from the date of execution of this Concession Agreement shall be deemed to have been fulfilled when the Concessionaire/Agency shall have: b) Procured all Applicable Permits/approvals as required to be procured for the provision of Works;	We understand that taking NOCs and approvals from government department is not under the control of concessionaire as Pvt body. Hence we request either to increase the timeline to 90 days or consider this condition under the ULB or CDMA obligations.	Please refer to the response provided in the S.No. 39 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
174.	<b>Suman Realty (08-06-2020)</b>	CA-Page 61-6.3	A. Allied Infrastructure such as Approach Road, Internal Road, Storm Water Drain, Compound Wall, Weighbridge, WB Cabin, Security Cabin, CCTV, Street Lighting, Water & Power Connection shall be set up by the concessionaire/ agency after due approval of the Dist. Collector upon certification by the Engineering Wing as nominated by The Dist. Collector. The bidder shall complete the execution of the works within 3 months from the date of approval of the collector.	We request you to allow to prepared DPR for allowed infrastructure for 4-6 months instead of 3 months only.	Please refer to the response provided in the S.No. 3 above
				We request you to define the allied infrastructure clearly in order to avoid dispute in future. What are the components fixed in allied infrastructure.	Please refer to the response provided in the S.No. 40 above
175.	<b>Suman Realty (08-06-2020)</b>	CA-Page 75-SC 3.6	<p>A. In case the quantity processed in a month by the Concessionaire/Agency is less than 90% of the quantity to be processed in a month in accordance to the Reclamation and Remediation Plan, the Concessionaire/Agency shall be liable to pay Liquidated Damages of Rs. 2,00,000 in that Month and shall be deducted in the Processing fee payment for that month.</p> <p>B. If the Concessionaire/Agency fails to remediate the dumpsite within the stipulated date of the Concessionaire/Agency, he shall be liable to pay Liquidated Damages equivalent to 1.5% of Performance Security for per month of delay.</p>	<p>A. Since towns and quantities are very small Penalty in the form of Liquidity damages are very high of Rs. 200000/-. It is requested to consider Rs. 50000/-</p> <p>B. Also it is requested to consider the LD for dumpsite to 0.2% of Performance security PER MONTH rather than 1.5%.</p> <p>C. It is requested to remove this under obligation of Concessionaire since if failure or any dispute in the project, concessionaire shall not be liable to pay fine or penalty for NGT or PCB (Govt instrumentality)</p>	<p>A. Please refer to the response provided in the S.No. 135 above</p> <p>B. Please refer to the response provided in the S.No. 136 above</p> <p>C. Tender Condition Prevails</p>

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			D During the Concession Agreement period for the operations of the project facility if penalties/fines are levied by the Government Instrumentality (SPCB, CPCB, NGT etc.) due to non-compliance to statutory standard, guidelines, rules, regulations, conditions of consent, all such fines shall be paid by the Concession Agreement/Agency		
176.	<b>Suman Realty (08-06-2020)</b>	RFP- Page 79- Annexure A Scope of Work	I. Remediation & Reclamation of Dumpsite through Bio-mining II. Development and O&M of the MSW processing	Who will pay monthly electricity expenses for bio mining and processing and treatment plant?	Please refer to the response provided in the S.No. 54 above
177.	<b>Zigma Global Environ Solutions Pvt. Ltd. (03-06-2020)</b>	RFP- Page 09- Clause 1.2.1	1.2 Brief Description of Bidding Process  1.2.1 All Bidders for the Project shall simultaneously submit their relevant qualification details for the purpose of meeting Minimum Eligibility Criteria ("Qualification Bid") and financial proposal by way of seeking minimum fee per ton ("Financial Bid") for processing MSW (Bio-Mining of Legacy Waste + Processing of Fresh Waste); to be paid subject to and in accordance with terms of the Draft Contract payable by ULB/CDMA against the services provided in accordance with terms of the RFP documents.	It is kindly be understood that Bio-mining and fresh waste processing are completely two different verticals and requires different expertise to handle the same. Hence, our request is to kindly delink the same and call for tenders separately for Bio-mining and processing of fresh waste.	Not Accepted, Tender Condition Shall Prevail.  For revised Bidding Procedure, please refer corrigendum VI  For Clarity, Parties with different expertise can form JV and Bid for the project.

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
178.	<b>Zigma (03-06-2020)</b>	RFP-Page 16- Clause 2.1.15	2. Bio-mining of legacy waste for all participating ULB's in a cluster-  Timeline: 6 months from effective date of signing of the contract or consent to establish and operate from State Pollution Control Board or 31.03.2021.	It may kindly be noted that the a. Quantity of legacy waste in the clusters varies from 7000 tons to 7.66 lakh MT. b. Bio-mining cannot be carried out during monsoons and pre-stabilization is difficult during the monsoons. c. The Bio-mining machines are designed for specific capacities per month and cannot be scaled up until a greater number of machines are installed.  Hence, our request is: a. The monsoon period may kindly be omitted in the contract period and only working months may be considered. b. Time period may kindly be increased or decreased considering that 25,000 MT must be processed by each contractor per month.	This clause is revised.  Please refer to the response provided in the S.No. 2 above
179.	<b>Zigma (03-06-2020)</b>	RFP – Page 17- Clause 2.2.2.1	Minimum Eligibility Criteria A) Technical Capacity:  For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have to fulfill the following conditions:	For the above said qualification, it may kindly be clarified if bio-mining experience can be accepted by the tender inviting authority.	For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
			<p>(i) Experience in setting up Municipal Solid Waste Management (MSW) projects during preceding 3 (three) years from bid due date as per following criteria :</p> <p>(a) Experience of 01 (One) MSW processing project in India of above 60 TPD Capacity</p> <p>(b) Experience of 02 (Two) MSW processing projects in India of 41-60 TPD of capacity</p> <p>(c) Experience of 03 (Three) MSW processing projects in India of 20-40 TPD of capacity.</p>		
180.	<b>Zigma (03-06-2020)</b>		<p><u>PRE-QUALIFICATIONS CRITERIA</u></p> <p>(b)The bidder should have completed Bio-mining / Bioremediation of legacy waste/municipal solid waste work from FY 2015-16 upto ending 31/01/2020 of any Local Body/ Govt. Department comprising:</p> <p>one work of 1.20 lac cum volume or 95,000 Ton weightage</p> <p>Or</p> <p>two works each of 0.74 lac cum volume or 60,000 Ton weightage</p> <p>Or</p> <p>three works of 0.59 lac volume cum or 47,000 Ton weightage.</p>	It may kindly be requested to accept bids with work undertaken only with Bio-mining of legacy waste qualification and not on municipal solid waste as the methodology adopted for both is widely different.	Referred clause does not exist in the RFP



**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
181.	<b>Zigma (03-06-2020)</b>	RFP- Schedule-I, Scope of Work- I-4,5	<p>4. The Agency shall carryout Total Station/ Drone Survey (layout &amp; contour map in Autocad) of complete site including area earmarked in which Bio-mining is to be done. Survey maps (layout, contour etc.) shall be certified by the Independent Assessment Agency/ IAA / Engineer-in-charge. The survey shall be done at the time of possession of the site as well as at the time of submission of each running / monthly bill.</p> <p>5. The Agency shall also carryout an initial Total Station Survey for all the Sites in cluster awarded, before signing of the Contract at the Cost of the ULB/CDMA.</p>	<p>It may kindly be noted that the first step of bio-mining is pre-stabilisation wherein the legacy waste is converted into heaps/windrows wherein the volume of waste increases exponentially due to bulking. Hence, the decrease in volume cannot be seen every month. Considering this our request is to allow submission of contour survey reports once in three months instead of every month.</p>	<p>For revised clause, please refer to Corrigendum VI</p>
182.	<b>Zigma (03-06-2020)</b>	RFP- Schedule-I, Scope of Work-I-16	<p>16. The portion of dumpsite shall be separated and earmarked. A minimum available vacant area will also be earmarked to set up their plant and machinery for segregation.</p>	<p>It may kindly be requested to mention the minimum extent of land that the ULB will provide to the contractor. Our request is to kindly provide 2 acres of land at each site.</p> <p>Also, it may kindly be clarified regarding what happens if no land is provided in the said site. It therefore must be mentioned that the CTE/CTO application may be filed only upon handover of clear site to the contractor.</p>	<p>Tender Condition shall prevail</p>

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
183.	<b>Zigma (03-06-2020)</b>	RFP- Schedule – I, Scope of Work-Clause I-Point 22	22. Rejects to be stacked at an earmarked land as per instruction of Engineer – in- charge/ IAA in compliance to SWM 2016 Rules & applicant norms until a Regional SLF will be planned and commissioned by CDMA in a period of 3 to 4 months. Not more than 10%-20% rejects of biomining shall be allowed to dispose based on the baseline and routine physical-chemical reports of dumpsite in consultation with Engineer – in-charge/ IAA. Record of the residual solid waste/ reject's disposal quantity shall be maintained by the Agency.	It may kindly be noted the following: 1. Since the responsibility of transporting the inert to the regional SLF is Contractor's it is important that the distance may be provided by the ULB well in advance as this had financial repercussions. 2. Will there be any benefit that will be provided to the Contractor in case he achieves 0% rejects in the manner that this kind of technology if available in the market today. 3. Also, kindly clarify on completion of the work who's responsibility will it in terms of closure of SLF and post closure maintenance	For revised clause, please refer to Corrigendum VI  For Clarity: Please refer Corrigendum-IV Schedule -I & CA Annexure -A – Scope of Work-B-11  For clarity: 1. Responsibility for transferring the rejects to SLF lies with ULB / Agency authorized by the ULB 2. No 3. SLF is not included in the scope of work of this tender
184.	<b>Zigma (03-06-2020)</b>	RFP- Schedule – I, Scope of Work-Clause I-Point 26	26. The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner, , C&D, Soil, RDF or any other by-product materials shall go to the Agency's account. However, before selling the recovered material the Agency, at its own cost, will conduct a laboratory testing of such materials from an NABL accredited laboratory, for the parameters as recommended by the SWM Rules 2016, SWM Manual & Authority.	It may kindly be clarified on the frequency and batch of testing of all aggregates before disposal as it becomes practically impossible to test all the aggregates before disposal .	Please refer to the response provided in the S.No. 19 above

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

S. No.	Bidder Name.	Reference	Existing Provision	Suggested change and clarification	Response to Queries/ Clarification
185.	<b>Zigma (03-06-2020)</b>	RFP- Schedule – I, Scope of Work-Clause I-Point 32,33	32. Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.  33 Handover any domestic biomedical waste if found during excavation, sorting/segregation to the nearest biomedical waste facility. This waste shall be handled as per Biomedical Waste Management Rules, 2016.	In both the above cases, it may kindly be informed on who's responsibility will it be to handle any hazardous or bio-medical waste if found in the waste	Please refer to the response provided in the S.No. 58 above
186.	<b>Zigma (03-06-2020)</b>	RFP- Schedule – I, Scope of Work-Clause I-Point 25	25. The record of weighment of processed waste sold to recyclers and also the rejects shall be maintained after measuring their weight in computerized weigh-bridge. All materials, recyclables going out of the site boundary and rejects stored separately have to be weighed and record to be maintained by the Agency.	It may kindly be clarified on who's responsibility is to setup the weigh bridge required for the plant.	Please refer to the response provided in the S.No. 40 above
187.	<b>Zigma (03-06-2020)</b>	Appendix- II: Format for Financial Bid	Per Ton Rate of Bio-mining of legacy waste. Per ton rate of processing fresh waste.	It is requested to clarify that the payment for both bio-mining and processing of fresh waste will be made based on the input quantity of waste taken for processing in the processing plant setup for this purpose.	For revised clause, please refer to Corrigendum VI

**Responses to Pre-Bid Queries received till 8th June 2020 from the prospective bidders**

<b>S. No.</b>	<b>Bidder Name.</b>	<b>Reference</b>	<b>Existing Provision</b>	<b>Suggested change and clarification</b>	<b>Response to Queries/ Clarification</b>
188.	<b>Zigma (03-06-2020)</b>	General Query		It is requested to provide atleast 30 more days from the date of pre-bid meeting as it requires a lot of time to visit all the sites in the cluster and take a decision.	Please refer to the response provided in the S.No. 36 above