

Integrated Solid Waste Management with a Waste to Energy (WTE) Project of minimum 5 MW capacity on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Njalianparambu, Kozhikode District in the State of Kerala Government of Kerala under Public Private Partnership (Tender No KSIDC/W2E/1/2018 dated 29th June 2018)

Minutes of Pre Bid Meeting held on 19th July 2018 at 11.00 AM at KSIDC, THIRUVANATHAPURAM OFFICE

1. The meeting held at Board Room of KSIDC. List of Participants attached.
2. The Pre Bid meeting as part of the tender procedure was convened on 19th July 2018 at KSIDC Trivandrum Office. The meeting was chaired by Addl. Chief Secretary (Revenue & Environment), Chairman of the Bid Evaluation Committee.
3. Queries raised by prospective bidders were discussed in details and the draft replies to the queries are as below.

Sr. No.	RFP Ref	Clarification Requested	Tentative Response to Bidders queries and clarification of the clauses in the RFP
1.		The RFP mention about supply of 200TPD waste. Can you please advise if any ongoing testing has been done to identify the calorific value of the waste feedstock. In order to identify the successful technology implementation this is a very important parameter. It is very difficult to get the exact calorific values in municipal waste environment and mechanism shall be in place to adjust the variation due to the changes in the feedstock over a period of 25years.	There are number of reports on Calorific Value of Solid Waste in India/ Kerala for reference, however the bidder shall conduct its own study for calorific value (site specific) for designing the solution for the plant. The design shall also ensure that quality and quantity variation of waste shall be captured for next 25 years.
2.		What sort of feedstock will be provided? The tender document mention about building material as well.	The solid waste generated from all municipalities and local bodies provided in the RFP shall be the feedstock for the project. Construction Material excluded from the assured solid waste, as provided in the concession agreement.
3.		The tender scope also includes collection of waste. In our experience this is always separated from the base Waste to Energy scope as collection doesn't need any specific technology but is local logistics issue. Also there is limit of 10% on waste dump with no provision of control on feedstock. The risk for	Waste Collection remains part of the the Project as it will provide a control of waste collected and transported in the hand of the selected private partner only.

		SPV is much higher which impact the success of the project and drive the financing costs high. Resulting in win-lose or lose-lose situation. Is there an option to separate the waste collection scope from WTE scope?	
4.		Who is responsible to seeking the approvals (in particular environmental, community etc)? Has preliminary environmental assessment been completed? Without knowing the limitations, it is difficult to select the technology and the process. There is a risk of some proponent offering cheap price with inferior technology which won't pass the assessment risking the future of the project.	The selected private partner would be responsible for seeking all approvals/ clearnces, as required for the Project. The Authority will facilitate in seeking these approvals from state government / other statutory agencies.
5.		Is the land owned by Government/Corporation? Is any land acquisition involved? How long will it take by Revenue department to allocate land in Company's name?	The land is owned by Khozikhode Muncipal Corporation and the same shall be provided on lease for the concession period.
6.		Access roads to site. Whether site access roads have enough width as specified by CTP and Fire departments? If not, how long will it take to provide the necessary access width?	The proposed location is about 300 meters from Kozhikode Palakkad Highway and has an access road with sufficient width. The Site was used for composting earlier. The bidder may conduct a detailed due dilignece to ensure the same.
7.		Nearest substation for power evacuation [approximate distance, existing facilities etc.] to be advised. Will the govt obtain right of way for transmission line/UG cable?	The nearest substation is at Nallalam which is approximately 1 km from the site. The transmission line to nearest substation may be laid by KSEB on request and cost for the same shall be borne by the Concessionaire.
8.		What is the source of water available nearby? Can Irrigation department ensure necessary quantities of water required for the project? Whether treated water can be pumped back to same source? Will the Govt obtain right of way to lay pipeline from the source to site?	Challiar River is within 2 km radius of the proposed project. The authority will facilitate meetings with concerned agencies to mitigate all concerns.
9.		Does the 12.67 hectares include land provided for Transfer/Primary/ secondary collection stations? Or is it over and above this?	The land provided for waste treatment and disposal is 12.67 Acre . Additionally, land for secondary collection points may be provided by concerned municipality / local body upon request and if

			available.
10.		Is Topographic study and soil study of the site available? What about the proposed locations for transfer stations (Segregation/ RDF facility etc.?)	Bidder shall conduct its own topographic study and soil study as part of its site due-diligence. The bidder shall coordinate with Municipal and local bodies for secondary collection points.
11.		Explain and provide documents for current solid waste practices & process	The bidder shall conduct due-diligence and propose its solution as part of technical proposal
12.		Details of existing routes used by waste vehicles to be provided	
13.		Existing waste analysis/data available? How to manage/arrange availability of power, water and other utilities for construction?	
14.		Existing climate data of Calicut, available with Corporation?	
15.		Cost and time frame for existing land development if needed, [tree cutting necessary/sludge removal/ back filling of site etc.] will delay the site activities. Please advise, how Corporation can assist?	
16.		Any delay in EC/P& C approvals, will delay the project. What assurance can be given, statutory documents submitted will be reviewed and approved in 30 days?	Authority will facilitate in obtaining the requisite approvals.
17.		Any delay in PPA approval will delay the project. What assurance KSEB/KSERC can be given that, PPA application will be approved in 30 days' time?	Authority will facilitate in obtaining the requisite approvals in shortest possible time.
18.		Is any testing performed in the recent past for ground water at the location? What is the nearest source water during construction time?	The bidder shall conduct its own due-diligence for the same.
19.		Whether the output MW capacity of the plant can be increased with the expected increase in Waste later on.	Yes, the Concessionaire shall be free to increase the capacity of the Plant within the Project Site.
20.		Performance Security to be reduced to Rs. 2,50,00,000	Performance Security is hereby reduced to Rs. 15 Cr during COD Period and Concession Agreement shall be revised accordingly.
21.		Financial closure achieved should be changed to 180 days post completing the conditions precedence.	Financial Closure is part of Condition Precedence thus RFP remains unchanged.
22.		Government guarantee should be there for the entire cost of the	No Government guarantee to be provided .

		project.	
23.	RFP Vol.1 Key Details, Cl. no. 5 Bid Security Amount (EMD)	The EMD amount of INR 10 Million specified to be very high. Same shall be reduced to INR 3 Million	RFP Condition shall prevail.
24.	RFP Vol.1 Key Details, Cl. no. 8 Completion period of the work	We request at least 30 months completion period instead of 24 months specified	RFP Condition shall prevail.
25.	Section B Clause 8.4 Page 18 read with schedule 1: scope of services and Payment model	It is conventional in domestic and international waste management projects to have separate payments for 1. Collection and transport as tipping fee to be paid by participating ULBs, where one of the ULB is nominated as the Lead for payment and project management and 2. Tariff for power export from Wto E for setting up and O&M of Wto E plant thru' appropriate PPA. We request you to revise the project model in line with the above acceptable structure.	RFP Condition shall prevail.
26.	Article 5: The Concessionaire obligations Cl. 5.1: Performance Security (a)	The Performance security amount of INR 25 Crores specified is extremely high for the DBFOT type contract as the entire responsibilities and risks are assigned to the Concessionaire. We request you to consider a maximum of INR 2 Crores. Similar projects of same size at other states have INR 2 Crores as Performance Security.	Performance Security is hereby reduced to Rs. 15 Cr during COD Period and RFP & Concession Agreement shall be revised accordingly.
27.	RFP Vol.1 Page 20, Sec 11: Scope of work for private partner, Cl 11.1.3 Landfill requirement	Landfill requirement of 10% maximum allowed is not viable. Same should be increased to 25% as per other similar tenders.	RFP Condition shall prevail.
28.	RFP Vol.1 Page 20, Sec 11: Scope of work	Educating and creating awareness scope should be by local authorities and cannot be by Concessionaire.	Education and awareness creation will be carried out from government side and any further support and assistance from the

	for private partner, Cl 11.1.6 Educating and creating awareness		concessionaire will be an added advantage.
29.	Schedule 2: Concessionaire Agreement, Service level bench mark	Specified requirements are not practical and impossible to comply. Requirements to be deleted.	RFP Condition shall prevail.
30.	Concessionaire Agreement, Article 1: Definition & Interpretation Clause 1.1.88	The proposed collection method of Street sweeping, door to door collection and drain de-silting cannot be included in the scope of concessionaire in such project models. We propose Bin model collection & transportation system to be ideal for such contracts similar to other waste management tenders.	Street sweeping and drain de-silting is not part of the scope of the Concessionaire. But collection of waste from street sweeping and drain de – silting will be the responsibility of the concessionaire.
31.	RFP Vol.1 Section 4.3 Stipulated Criteria	<p>It is provided in the Conditions for Consortium that “At least one member of the Consortium (not being an individual) holding more than 26% stake shall meet this criteria.</p> <p>As we know Waste to Energy is recently adopted model for the waste sector in India. Hence it is very unlikely that many companies have successful operation for a minimum of 1 year. hence this condition is restrictive on 2 counts:</p> <ol style="list-style-type: none"> 1. it makes is mandatory to have 1 year operation thereby making the bid limited to two or three players in India. 2. The condition of JV partner mandatorily shall hold 26% is making the financial modelling of the Project unviable. <p>Hence our request to the Authority is allow to have a “Technical Partner” who will have the required technical and operational experience. It should not be made mandatory to have equity stake for such Technical Partner to be able to participate in the Bid. The authorities may refer similar tender where the qualification is made simpler to enable technically capable companies to tie up with suitable waste to energy companies from abroad without having the mandatory equity participation from the latter.</p>	RFP Conditions prevails.

32.	RFP Section Stipulated Criteria	Vol.1 4.3	<p>We have further query on the “shall have experience of design and development and / or” Does the above means that</p> <ol style="list-style-type: none"> 1. the bidder shall either have the experience or design and development of a waste to energy plant and that plant is operational for a period of 1 year; or 2. The bidder shall have the experience of design and development and also it shall be operator of the same. <p>Our specific question with respect to above clause is whether a consortium consist of a developer company and a technical design firm that has designed (but not constructed or operated) a Waste to Energy Plant operating for more than 1 year is Qualified or not. Please clarify.</p>	<p>Please appreciate Plant operation is very critical requirement of such project. Thus two kinds of players are eligible i.e</p> <ol style="list-style-type: none"> 1. Who has designed and Constructed (both are required) a WTE plant of 1MW in India or Abroad, which is currently operational; OR 2. Who has operated a WTE plant of 1MW in India or Abroad, for 1 year and which is currently operational.
33.	RFP Section 11.1.16	Vol.1 B Cl	<p>Full time deputation at respective LSGI will increase the cost of operations and hence the project will become unviable. Also it is not required from contractor perspective. The Project Management Unit or Project Management Consultant shall be able to monitor the project by deploying it representatives from respective ULBs. From Contractor side, we would be nominating one Project Manager who shall be responsible for district wide operation of the Project. PM will be supported a Team.</p>	<p>Not acceptable, RFP condition prevails. At LSGI there might be number of complaints / issues (for collection & transportation in the city/town) which is required to be resolved on daily basis. PMU and PMC is just to monitor the Project.</p>
34.	Article 1.1.75	1, Cl	<p>It is mandatory to have compost/ RDF production? We would propose to design the plant using the direct firing of segregated waste. Please confirm if this allowed.</p>	<p>The proposed project is technology neutral and Bidder is free to propose any technology for the subject project.</p>
35.	RFP Clause 12.1.3	Vol I ,	<p>Typical Physical Characteristics based on sample analysis of the MSW collected shall be furnished. (Percentage of organics, plastics, paper, glass, metals etc.). this is mandatory input for the bid submission.</p>	<p>The bidder shall conduct its own due-diligence for the same.</p>
36.	RFP Clause 12.1.3	Vol I ,	<p>Estimated LCV of the MSW shall be furnished, this is mandatory input needed to work out the estimated power generation and bid submission.</p>	<p>The bidder shall conduct its own due-diligence for the same.</p>
37.	RFP 72/73	Vol I, page	<p>The segregation plant seems to be already in place in the site, should we exclude the same from the scope? If yes, please furnish the details of segregation plant details (capacity of the plant, equipment details) this is required to consider augmentation of the segregation plant, if required.</p>	<p>Bidders are required to design and develop their own segregation plant based on capacity / process etc. The current segregation plant shall be removed in due course.</p>

38.	RFP, Cl. 32.13	Please provide the weightage of each criterion considered. We also request you to allow the Bidder to participate with a technical partner whose projects also are allowed for evaluation (refer previous query)	The weightage shall be developed by the tender evaluation committee based on relative performance of each bidder on each of the parameter. On participation of Technical Partner if not holding requisite equity in the project, RFP conditions shall prevail.
39.	Article VI	<p>We seek your clarification on whether primary door to door collection is part of this tender or not. In some of the sections, there are reference to primary collection. Attaching door to door collection with waste to energy projects has no precedent in India in terms of success. Both the operations have different capabilities. Our suggestion would therefore to detach primary collection, if included in the tender, from the scope and only secondary collection and transportation using bin system is included, should an integrated project is envisaged.</p> <p>Also we have raised strong concerns on the impracticability of not allowing a “ collection/ tipping fee” for the collection & transportation. The project in the current format is extremely onerous, risk prone and impractical, according to us.</p>	<p>Primary Collection is part of the scope of the Project and RFP conditions & structure remains unchanged.</p> <p>All expenses related to collection can be built in to the power tariff, hence the risk of the bidder is practically nil.</p>
40.	Schedule 1 – Cl. 3.6; Cl 23.1	<p>Waste Management sector shall be supported by the Government authorities to make it commercially viable. Hence we request the Authority to reconsider the current model.</p> <p>We propose bin based collection and transfer model wherein, waste collected from bins will be directly transferred to the processing facility and hence the transfer stations are not required.</p>	<p>All expenses related to the project can be built in to the power tariff, hence the risk of the bidder is practically nil. The Authority has considered an all costs covering model and payment mechanism has been strengthened from any other project in India to make an attractive proposition for any bidder, who is serious enough in the sector and intend to play a long term & sustainable in the industry. Bidders are also given complete freedom to design their own solution for both collection & transportation and processing & disposal. Hence RFP conditions remains unchanged.</p>

41.	Schedule 1 – Cl. 5.5	The clause is very onerous. We request the Authority to provide the STP water at one point in the proposed plant premises to avoid land acquisition and ROW in the scope of the Concessionaire.	Bidders are requested to evolve their own solution based on ground reality and propose as part of technical proposal which Authority may consider or suggest better alternative.
42.	DCA, Article 2, Cl. 2.2 (i)	Geological reports of the proposed site are required now to confirm the suitability of the site for the implementation of the project.	Bidders are requested to do their own due-diligence in this regard.
43.	DCA, Article 2, Cl. 2.2 (j)	Since the assured waste quantity is only 200 TPD and characteristics of the waste is not available, minimum plant output of 5 MW cannot be assured. Since the waste generated quantity will increase annually, how the plant capacity shall be determined for the total concession period.	Bidder shall conduct its own due diligence on capacity of the power plant as the assured waste quantity is 200 TPD and in reality more than 350 TPD is generated in catchment area of the proposed project. Plant shall be designed to meet the future requirements as well based on due-diligence of the Bidder.
44.	DCA, Article 2, Cl. 2.2 (k)	“To modify, adapt, upgrade or change the technology, from time to time, based on actual operations of the Processing Facility, Good Industry Practices and the requirements of the Project except in respect of the building by laws” This is acceptable subject to renegotiation of Tariff.	Please understand, Authority is seeking a year wise Tariff for next 25 years in your financial quote and you are the best judge of technology upgradation for the project requirements thus request is not acceptable.
45.	DCA, Article 2, Cl. 2.6.4 (b)	The clause may be modified to “The later of the date within such time when the Authority, PLBs or the Concessionaire fulfils its Conditions Precedent, unless the Authority waives the same for the Concessionaire, shall be the date from which the relevant and respective obligations of the Parties hereunder shall commence (“Compliance Date”) respectively”	The removal of bracket from “unless the Authority waives the same for the Concessionaire” is accepted. DCA shall be considered modified to that effect.
46.	DCA, Article 9.3.1	Please clarify this statement. “Production and sale of RDF during post-COD period is hereby expressly banned”	This means: Concessionaire may produce and sell RDF in the market till COD of the project but once Project COD is achieved, the RDF cannot be sold in market.

47.	DCA Article 14	Event of Default and Termination We would like to state that section is made subjective in nature and hence open to different interpretations. It is important that clause such as 14.2 (a) , 14 (j) etc. are made less onerous and hence not open to different interpretations.	The RFP Conditions remains unchanged.
48.	DCA Cl. 14,14.2 (a)	The period shall be increased to consecutive 30 days, instead of 3 days and also operating when the operator has not provided alternate mechanism. The clause may be modified accordingly.	The RFP Conditions remains unchanged.
49.	DCA Cl. 2, 2.2 (f)	Please clarify whether any specific fiscal incentives under these specified categories are available at present.	Bidder shall conduct its own due-diligence as these are market linked incentives not the incentives provided by the Government.
50.	DCA Cl. 5, 5.1(a)	We have already raised in our earlier query that the amount of INR 25 Crore as Performance Security is highly restrictive, the above condition shall be modified to make it less restrictive. Further, the performance security deposit shall be progressively reduced annually on a pro rata basis during the Concession Period.	Performance Security is hereby reduced to Rs. 15 Cr during COD Period and Rs. 5 Crore Post COD Period. RFP and Concession Agreement shall be revised accordingly.
51.	DCA Cl. 13.13.1 (b)	This clause shall be deleted since concessionaire cannot claim if the additional cost is less than INR 1 Crore.	Not accepted. RFP Conditions remains unchanged.
52.	RFP Vol. I Pg 65	Does the site falls under CRZ rules as per latest CRZ regulations (2018)	The site does not fall under CRZ. Bidders may also conduct its due diligence for the same.
53.	DCA Cl 5.2 (j)	“ensure that the Project remains free from all encroachments and take all steps necessary to remove encroachments, if any” Concessionaire can only inform the Authority. It is Authority’s responsibility to clear the encroachments.	The clause comes into effect when the site has been transferred to the Concessionaire free from all encroachments. Any further encroachment prevention is responsibility of the Concessionaire not the Authority.
54.	DCA Cl 5.2 (m)	“ensure that the Project is operational on all calendar days of the year” The plant will not be operational during planned and unplanned shutdowns	The plant should have adequate redundancy and capability to run on all calendar days of the year.
55.	RFP Vol I	Subject to the change of Project Model as requested in our previous correspondence and this additional letter from 31/07/2018 to 31/09/2018, since we don not have sufficient time for the preparation of Bid document, subsequent to receipt of clarifications.	The last date for submission of bids stands extended to 20 th August 2018 at 14.00 hrs.

56.	RFP Vol. I, Cl.9	We request the Concession Period to be revised to 28 years, duly considering 30 months' period for WTE project implementation. Please confirm	RFP Condition remains unchanged.
57.		The estimated cost for an Integrated Solid Waste Management Cost with a WTE Plant of min 5 MW will not less than INR 170 Crore.	The project cost will vary based on the technology opted for the project.
58.	Schedule 1, Cl 6.7	<p>“The aggrieved residents for registering of their complaints may also contact the offices of the PLBs who shall immediately forward such complaints to the Complaint Redressal Centre. Each of the PLBs shall designate one of their officers not below the rank of Junior Engineer as the Nodal Officer to receive such complaints. The Concessionaire shall be bound to take action on the complaint so forwarded on an immediate basis and send status report to such Nodal Officer within 24 hours of having redressed the complaint specifying the action taken. In the event, the Concessionaire fails to take action or send status report within the aforesaid time period, it shall be liable to pay Liquidated Damages mentioned in Penalty clause for each day of delay.”</p> <p>24 hours time specified is too short to act on the complaints. The same may be revised to the maximum of 5 days.</p>	<p>Not accepted.</p> <p>Any residents complain, which may be mostly related to primary collection system, is required to be resolved within 24 hours as a good industry practice.</p>
59.	Schedule 2	<p>As stated earlier, its not at all practical to have door to door collection integrated with waste to energy project and derive the revenue from sale of power. We request the authority to remove the requirement of door to door collection from the scope.</p> <p>Some of the benchmarks provided in the Service Level Benchmarks are a wish list open to multiple interpretations that will eventually lead to termination of the Project. Since Authority is seeking the private investor to setup a INR 170 Cr+ Waste to Energy plant and at the same time that investment is risked vis a vis service level benchmarks of collection and transportation is extremely onerous.</p> <p>We request the Authority to relook at this Schedule 2 so as to make it balanced when compared to reality.</p>	Service Level Benchmarks are prepared based on current MSW practices in India and a few States already adopted the same. Thus RFP Conditions remains unchanged.

		We also raise serious concern on the last line of the service level benchmarks wherein it is stated that “Notwithstanding anything to the contrary contained herein, in the event..... Concessionaire event of default” the above clause makes the entire investment of INR 170 Cr + hinges on a Rs. 10 Lakh liquidated damages in any quarter.	
60.		We would request the Authority to make the Concession Agreement attached in the RFP as Draft version. The final version may be discussed and deliberated during the award of the project to the successful bidder. It is important as this is an investment project to the state of Kerala, a mutually acceptable document is derived during the Contract Negotiations without which investment model cannot be viable.	The concession agreement will remain the same but discussions can be held with the selected bidder in case of any minor concerns.
61.	DCA Cl. 1.1.13	The definition has not been used. We request the Authority to consider necessary revisions in Clause 5.10 so that the equity lock-in restriction can be complied by holding the shares of the SPV by more than one associate / affiliate entities in the SPV.	The clause remains unchanged.
62.	DCA, Cl.1.1.1	Please consider revising the definition in the following manner: “Solid Waste” means solid waste generated by households, public utility services, agricultural farms/ lands, poultry & dairy farms, commercial establishments and industries located within the jurisdiction of PLBs, and shall include solid waste and Organic Waste”	We did not see any suggested change in definition so RFP remains unchanged.
63.	DCA, Cl. 2.6.1 (i)	New Clause: Please include the following: “facilitate and cause the execution of a take or pay power purchase agreement (PPA) with KSEB or the relevant distribution company as the case may be for procurement all the power generated from Waste to Energy Plant.	This is not a Condition Precedent Clause so the reference of insertion is not correct. Secondly, signing of PPA shall be as per the KSERC regulations thus Authority does not envisage any responsibility in the getting the same executed in a defined period.
64.	DCA Cl. 2.6.3 (d) and (g)	Please consider including a proviso in 2.6.3 so that the activities in 2.6.3 (d) and 2.6.3 (g) can be waived by the Authority and the agreement can be make effective in case these events are not fulfilled due to reasons attributable to the Authority.	Although both clause i.e. 2.6.3 (d) about taking over of soecondary collection points and 2.6.3 (g) execution & procurement for substitution agreement are critical from the project point of view but still the right to waive any obligation during CP Condition lies with Authority, as

			provided in clause 2.6.5.
65.	DCA Cl. 2.6.5 (d)	<p>Please revise the said clause as follows: “In the event this Agreement fails to come into effect on account of the non- fulfilment of the Authority / PLBs’ Conditions Precedent, the Authority shall in addition to payment of development cost in terms of sub-clause (c) above, shall return the Performance Security to the Concessionaire; provided there are no outstanding claims of the Authority on the Concessionaire”</p> <p>Please note as per Clause 2.6.5 (b) the performance BG of the Concessionaire shall be encashed and hence there should not be any other claim by the Authority.</p>	<p>Please understand Clause 2.6.5 (b) deals with Agreement not coming into effect due to Concessionaire event of default and Clause 2.6.5 (d) deals with Agreement not coming into effect due to Authority/PLB event of default. Both deals different points thus suggestion not acceptable to the Authority.</p>
66.	DCA, Cl. 3.1 (a)	<p>Please review the said clause as follows: “The Authority through itself, or through the PLBs shall ensure that within 30 days from the Appointed Date, handover the Sites under their respective jurisdiction Processing Facility, Landfill Site, to the Concessionaire on as-is- where-is basis, free from Encumbrance, <u>and put the Concessionaire in possession of the land for the purpose of implementing the Project”</u></p>	<p>The RFP remains unchanged as handover shall ensure possession of the land in favour of the concessionaire.</p>
67.	DCA Cl. 9.1.1 & 9.1.2	<p>Since the PPA would be executed between the KSEB and the power will be sold to KSEB under the PPA, we request the Authority to also be a co-signatory to the PPA so as to ensure payment obligations under the PPA is honoured by KSEB and/or the Authority.</p>	<p>The PPA shall be signed bewteen power producer and KSEB and all approval mechanism shall be as approved by KSERC. So the request is not accepted.</p>
68.	DCA Cl. 9.1.4	<p>Please confirm if there would be a payment made for the collection and transportation of the Solid Waste or the Cost of the same will be built in Power Tariff.</p>	<p>The Power Tariff is the only payment method envisaged in the project.</p>
69.	DCA Cl. 12.1	<p>Please revise the said clause to clarify that during the suspension the Authority shall not stop payment of the amounts which have been approved and it is due prior to the suspension.</p>	<p>Accepted, the Draft Concession Agreement shall be revised accordingly.</p>
70.	DCA Cl. 13.1 (d)	<p>Please include a proviso in order to enable the Concessionaire to claim payment of 50% of the additional costs from the reserve funds account the event the authority fails to release such amounts.</p>	<p>Not acceptable</p>
71.	DCA Cl. 14.2	<p>Please revise the said clause in the following manner:</p>	<p>Accepted, the Draft Concession Agreement</p>

		“In addition to any events specified elsewhere in this Agreement, any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more of the following reasons when not caused by a Authority Event of Default or Force Majeure Event:	shall be revised accordingly.
72.	DCA Cl. 14.2 (a), (f) and (j)	Please consider merging 14.2 (a), 14.2 (f) and 14.2 (j) as the same may have overlapping events/consequences.	Not accepted, as all clauses are not dependent
73.	DCA, Cl. 14.3 (b)	Please revise the said clause in the following manner: “The Authority, Any of the PLBs or the Department or the PMU is in Material Breach of any of its obligations under this Agreement and have failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the Concessionaire;	The DCA clause remains as such
74.	DCA, Cl. 14.3 (f)	Please include the following new sub-clause: “In the event of Authority fails to provide 200 Tonnes Per Day (TPD) of total solid waste as per Clause 7.1 (e)”	Accepted, the Draft Concession Agreement stands revised accordingly.
75.	DCA, Cl. 14.4.1 (a)	Please revise the said provision in the following manner: “Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, the Authority shall, be entitled to terminate this Agreement in the manner as set out under Article 14.4.1(b) and Article 14.4.1 (c). Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Article 14.2, the Authority, <u>subject to Lender’s right of substitution as per Clause 15.1</u> , may terminate this Agreement by issue of Termination Notice in the manner set out under Article 14.4.3 after giving the Concessionaire an opportunity of hearing.	Not Accepted. The Authority’s right to terminate is not depend of substitution of the Entity. Substitution comes into effect once Authority has terminated the Entity.
76.	DCA, Cl. 14.4.7	Please consider including the following in Clause 14.4.7: 14.4.7 (a): please consider payment of the Debt Due to the extent the same has been withdrawn and spent in the development of the project. 14.4.7 (b): please consider payment of at least 80% Adjusted Equity since the project has already been operational.	Not accepted.
77.	DCA Cl. 22.15	Please include a separate provision for liability and indemnity obligations of the Authority/ PLBs.	Not required separately.

78.	DCA Cl. 22.15 (c)	Please consider deleting this clause	Not accepted.
79.		What is the estimated project cost.	The estimated project on a broad analysis basis is estimated to be around Rs. 100 to 150 Crore and it would depend on number of factors e.g. processing technology, collection & transportation mechanism and disposal requirements proposed by each bidder.
80.		What is the subsidy offered by GOK and GOI. (As per norms state provides 20% and 20 to 35% from the central Government of the estimated project cost. This is followed in most of the states)	GOK does not envisage any capital subsidy for the project. All costs associated with the project shall be captured and paid to the Concessionaire in Power Tariff terms only.
81.		No collection charges is mentioned for door to door collection and no tipping charges is mentioned.	RFP Condition prevails.
82.		It is mentioned in the RFP, power to be generated is of 5MW capacity with 200TPD. Our minimum capacity is of 300TPD with 4MW.	The assured quantity of 200 TPD will remain as same, but selected bidder need not guarantee power generation of 5MW.
83.		Performance security of 25 crore for COD and 5 crore till the end of concession period is also not viable.	Performance Security is hereby reduced to Rs. 15 Cr during COD Period and Concession Agreement shall be revised accordingly.
84.		Will GOK provide bank guarantee for the Loan raised for the project funding.	GOK will not provide any such guarantee for the project
85.		Requesting to consider the change of final date for submission of application.	The last date for submission of bids stands extended to 20 th August 2018 at 14.00 hrs.
86.		Requesting to added more Panchayath or Municipality so that it can increase up to 300 tpd minimum.	The assured quantity of 200 TPD will remain as same, but selected bidder need not guarantee power generation of 5MW
87.		The tonnage indicated as per municipal area is around 335kgs for the period 2017. The project is for 25years. What will be the provision for additional waste and capacity build up to be considered.	The Cocessionaire shall ensure that all waste generated from the catchment area are to be collected, transported, processed and disposed of subject to site limitations only. The design of the Processing Plant shall be accordingly prepared and developed.

88.		What is the assurance of waste so that process does not get affected.	The minimum assured quantity is 200 TPD. The process of collection is responsibility of the concessionaire and no other party would be allowed to collect any waste in the city.
89.		When waste to be collected and taken to transfer station how do we account for the expenses to be incurred on the same as the same cannot be a part of the electricity tariff.	All expenses incurred on the project shall be paid by Authority in power unit terms only.
90.	PROJECT DETAILS ND SCOPE OF PROJECT (PDS):SECTION B OF RFP 8 – 8.8	MSW Rules 2016 Part II Section 3 / Ready reckoner 2017 very clearly specifies the roles and responsibilities of waste generator and local bodies. Globally there are no WTE projects as if now, power tariff integrated to waste collection. Hence request you to consider as two operations and tariff.	Government of Kerala has decided to structure the project to limit the inefficiency in collection & transportation, which has been observed since long and transfer the risk to private partner with no direct payment attached to this activity. Also, prescribed MSW Rules are only recommendatory in nature. The RFP remains the same.
91.	PROJECT DETAILS ND SCOPE OF PROJECT (PDS):SECTION B OF RFP 12.1.3; Appendix VII Catchment Area Analysis; Scope of work 11.1.3	Minimum Assured generation is 60% of the projected MSW in the catchment area contradicts with the scope of works defined. Hence request you to reconsider quantity of MSW or Minimum power to be generated Also no projection on the anticipated MSW during the operational time frame of 25year	Waste generation and waste collection are two different aspects in Kerala. Current waste management practices in Kerala includes burning the waste, burying the waste and dumping it at not so safe places. These practices and preferences of citizens could only change with passage of time and continuous persuasion. Thus a relatively conservative number of waste assurance has been taken. Bidders are requested to conduct their due-diligence on the ground and accordingly design the plant.
92.		KSIDC shall facilitate site visit	It is highly recommended that Bidders shall visit the site to understand the ground realities and associated infrastructure conditions. The single point contact for Kozhikode Corporation is Shri Gopa Kumar, Health Officer Mob: 9895770777
93.		What is exact total area of the land?	The land area earmarked for the project is 12.67 acre.