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Development of an Integrated Solid Waste Management Project with WtE Plant at Njalianparambu, Kozhikode on DBFOT basis under PPP mode

CORRIGENDUM NOTICE FOR INTERNATIONAL COMPETITIVE e-BID

Date:- 26th December 2018

The Corrigendum with respect to the RFP for " Integrated Solid Waste Management with a Waste to Energy (WTE) Project of minimum 300 TPD Processing capacity on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Njalianparambu, Kozhikode District in the State of Kerala for Kozhikode Corporation, Government of Kerala under Public Private Partnership", raised during pre-bid meeting on December 10, 2018, at KSIDC Corporate Office, Keston Road, Kowdiar, Trivandrum (Ref. No.: KSIDC/W2E/2/2018 Date 22nd November 2018.)

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
1.	Zonta Infratech	RFP Vol 1, Section A, Page 12, Clause 6 – Key Details S.No. 8: Completion	We request you to modify the clause as below: The concession period is pre-determined and fixed as 25 (Twenty-Five) years from the date of commencement of commercial operation by the Plant set up under the Project, which shall be achieved within 2 (Two) years from the <u>Compliance Date (As defined in Clause 1.1.19 of Draft Concession Agreement) or achieving the Financial Closure whichever is later.</u>	The concession period is 25 (Twenty-Five) years from the date of commencement of commercial operation. The Construction and Commissioning Period is maximum 24 (Twenty Four) months from the completion of Condition Precedent. Accordingly Clause 4.3 of the RFP Document,

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		RFP Vol 1, Section A, Page 17, Clause 9 – Concession Period	<p>Rationale: Clauses 6 and 9 and contradict each other as in clause 6 it is mentioned that completion period of work is 24 months from the completion of Conditions Precedent specified in Concession Agreement whereas as per clause 9 the COD shall be achieved within 2 Years from the date of concession agreement.</p> <p>For Commencing the Construction Activities for Waste to Energy Plant, all the Conditions Precedents including Statutory Approvals, Power Purchase Agreement (PPA), Financial Closure etc. as defined in Clause 2.6 of DCA have to be achieved.</p> <p>Thus, we understand that the date of commencement of commercial operation by the Plant set up under the Project to be 2 years from the Compliance Date as defined in Clause 1.1.19 of Draft Concession Agreement. Please Clarify</p>	<p>Clause 6 of the RFP document - Key details Sl. No. 8 and Clause 9 of the RFP document stands modified as given in Appendix 1.</p>
2.	Zonta Infratech	RFP Vol 1, Section A, Page 10, Clause 4 - Minimum Eligibility Criteria: Clause 4.3: Stipulated Criteria A. Technical Capacity RFP Vol 1, Page 11, Section A, 5.4 Conditions for formation of Consortium	<p>We request you to modify the clauses as below:</p> <p>Clause 4.3 A- Conditions for Consortium At least one member of the consortium (not being an individual) shall meet this criterion.</p> <p>Clause 5.4, Clause 10.4 & Appendix-V Sub-Clause 6.2: We request you to please delete the clause</p> <p>Rationale: As per RFP, the Technical Capacity with respect to experience of design & Development of at least one WTE plant or having successful operation of at least one WTE energy plant for minimum period of 1 year is to be met by at least one consortium member holding more than 26% stake.</p> <p>This condition of consortium member mandatorily shall hold 26% is restricting participation of Technical Partners who have proven technology and required technical experience and expertise. Global companies in general are averse to be a participant in the equity of a project in India and their general preference is to be the technical partner who will take up the project in an EPC</p>	<p>The Lead member and a member of the consortium meeting either the Technical Capacity or Financial Capacity shall each have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV.</p> <p>Clause 4.2, 4.3, 5.3, 5.4 and 10.4 of the RFP Document, Clause 6 of the RFP document stands modified as given in Appendix 1..</p>

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		<p>RFP Vol 1, Page 18, Section B, Clause 10.4 Special Purpose Vehicle</p> <p>RFP Vol 1, Page 59 Appendix-V Clause 6: Shareholding in the SPV Sub-Clause 6.2</p>	<p>model under an arrangement between the Indian partner and the overseas Technology Provider. This is the model prevalent in all newly developed technological sectors in the country including that of the few WTE projects came up recently in India.</p> <p>Thus, we request that it should not be made mandatory to have equity stake for such Technical Partner, to be able to participate in the bid and should be left to the discretion of the consortium. The authorities may refer similar tenders where the qualification is made simpler to enable technically capable foreign companies to tie up with suitable waste to energy Indian companies without having the mandatory equity participation from the Technical Partner.</p>	
3.	Zonta Infratech	<p>RFP Vol 1, Section A, Page 10, 4. Minimum Eligibility Criteria: 4.3 B. Financial Capacity</p>	<p>We request you to modify the clause as below:</p> <p>For demonstrating financial capacity (the “Financial Capacity”), the Bidder shall have a minimum consolidated Turnover of INR. 250,000,000/- (Indian Rupees Two Hundred Fifty Million) or its equivalent in US Dollars, converted as per specified Exchange Conversion Method given in Annex-III-A of Appendix I, as per the Latest Audited Financial Statement. For this clause, the closure of latest financial year shall not be before 31st March 2017.</p> <p>Rationale: The underlying logic of the request is that the companies that are in the WTE segment in India including Overseas subsidiaries are fairly new and as such having Net worth in a short span of time to the extent of the requirement provided in the current RFP is impossible. In order for a fair competition, we would request an amendment to this clause. This is particularly because the responsibility of bringing the investment lies with the successful bidder.</p>	Financial Capacity remains unchanged.

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			The authorities may also refer similar tenders issued where the financial capacity is based on the Consolidated Annual Turnover and hence we request to please consider Consolidated Annual Turnover as the Financial Eligibility Criteria.	
4.	Zonta Infratech	RFP Vol 1, Section A, Page 11, Clause 5. OR Conditions for Formation of Consortium	<p>We request you to modify the clause 5.3 as below:</p> <p>Any one of the consortium members shall be nominated as the Lead Member of Consortium provided such lead member holds a minimum of 26% equity in the Consortium/ SPV.</p> <p>OR</p> <p>Alternatively, the following language may be provided: The member of a consortium meeting either of the Technical Capacity as per 4.3 (i) or 4.3 (ii) or of the Financial Capacity or both could only be appointed as Lead Member of Consortium.</p> <p>Rationale: As per RFP 4.3A (i), the Lead Member shall be in continuous existence for minimum 3 years as on 1st April 2018 and has been in operation since the last three financial years; while, clause 5.3 mentions that only consortium member meeting technical capacity which includes technical experience of design & development or successful operation of at least one Waste to Energy Plant</p> <p>As all know, the Waste to Energy projects in India are only a handful and the sector is reeling under heavy financial as well as technical stress. Since the intent of the public authorities is to bring feasible technologies and investment for WTE projects, it is important that the Indian Partner shall be allowed as the Lead Partner. Current language in the RFP is restrictive in such a way that only companies complying with technical or financial capacity can only be identified as the Lead Member. Hence, adequate changes may be made to the requirements so that the selection of Lead Member is left to the consortium members.</p>	<p>Any member of the consortium could be appointed as Lead Bidder and the Lead Bidder should be in existence from last 3 years.</p> <p>Clause 5.3 of RFP document stands modified as given in Appendix 1.</p>
5.	Zonta	RFP Vol.1,	We bring to you kind attention that as per the General Financial	RFP remains unchanged.

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	Infratech	Section A, Page 13, Clause 6 - Key Details, S.No. 5: Bid Security Amount (EMD) INR 10 Million/- RFP Vol.1, Section B, Page 28, Clause 28.1 – Bid Security	<p>Rules (GFR), 2017, Rule 170(i), To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in case of advertised or limited tender enquiry, <u>Bid Security (Also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of MSME or registered with the Central Purchase Organization or Startups as recognized by DIPP.</u></p> <p>We are a registered MSE and a Startup firm as recognized by DIPP and thus request you to kindly confirm if the EMD is exempted for us. However, if EMD is not exempted, we humbly request you to kindly reduce the EMD amount to INR 2 Million (INR 2,000,000/-) to enable more prospective bidders and to encourage competitive bidding.</p>	
6.	Zonta Infratech	RFP Vol I, Section B, Page 18, Sub Clause 11.1.3.	<p>We request you to modify the clause as:</p> <p>... The selected private partner shall strive to minimize the landfill requirement but in no circumstances, the landfill shall be receiving waste more than the permitted/defined limit as per SWM Rules 2016 issued by MoEF&CC for landfilling (excluding Construction & Demolition waste) at the Site (to be monitored on a monthly basis).</p> <p><u>Rationale:</u> We have no control of inerts and ash content present in the waste supplied at the facility and thus Landfill requirement of maximum 10% of waste received at the site allowed cannot be ensured. Further, we also do not have detailed waste characteristics spread for the complete year to assess the quantum of inerts and ash content expected in the waste supply to site. Thus, the maximum allowed inerts for landfilling shall be considered as per SWM Rules 2016 issued by MoEF&CC. However, we shall endeavor to minimize the landfillable waste quantity. The authorities may also refer similar tenders issued and</p>	RFP remains unchanged.

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			consider the request.	
7.	Zonta Infratech	RFP Vol I, Section B, Page 18, Clause 11.1.3.	<p>We request you to modify the clause as:</p> <p>... The selected private partner shall strive to minimize the landfill requirement but in no circumstances, the landfill shall be receiving waste more than the permitted/defined limit as per SWM Rules 2016 issued by MoEF&CC for landfilling (excluding Construction & Demolition waste) at the Site (to be monitored on a monthly basis).</p> <p>Rationale: It is mentioned that the landfillable waste includes construction and demolition waste. As per RFP and Concession Agreement, Construction & Demolition waste is Excluded. Therefore, LSGIs shall ensure supply of waste to site excluding C & D Waste.</p>	Clause 11.1.3 of RFP document stands revised as given in Appendix 1
8.	Zonta Infratech	RFP Vol I, Section B, Page 19, Clause 11.1.16.	<p>Representative may be deployed only as and when required for redressal of any service complaint because full time deputation at each LSGI are not required and it will increase the cost of operations and hence the project may become unviable. Further, we would be nominating one Concessionaire's Representative (Team Leader) who shall be responsible for cluster wide operation of the Project. Team Leader will be supported by a team.</p> <p>We request you to please confirm that deployment is only on as need basis.</p>	Bidder shall be free to deploy resources on need basis subject to meeting all concessionaire obligations.
9.	Zonta Infratech	RFP Vol.1 Section B, Page 20, Role of the Authority, Clause 12.1.3:	<p>We request you to modify the clauses as below:</p> <p>RFP Vol.1 Page 20, Sec B Role of the Authority, Cl. 12.1.3: In case LSGI fails to assure the minimum assured quantity, Authority, will be liable to pay penalty to SPV calculated at 100% of the corresponding year Tipping Fee per ton plus equivalent tariff compensation for each ton of shortfall.</p> <p>Rationale: WTE Plant Power Output will be computed based on</p>	RFP remains unchanged

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			<p>the minimum guaranteed waste supply of 300 TPD and accordingly revenues are considered. Any shortfall in waste supply quantity will affect both our revenues from tariff and tipping fee. We, therefore, request the authority to consider 100% of the corresponding year Tipping Fee per ton plus equivalent tariff compensation for each ton of shortfall of minimum guaranteed waste supply.</p>	
10.	Zonta Infratech	RFP Vol.1 Page 20, Sec B Role of the Authority, Clause 12.1.3:	<p>We request you to delete this clause.</p> <p>Rationale: Since the minimum waste supply quantity is 300 TPD, we request the Authority to delete this statement, which would otherwise ensure only 270 TPD of minimum guaranteed waste.</p>	RFP remains unchanged
11.	Zonta Infratech	RFP Vol.1 Page 26, Sec C, Cl. 23 Site Visit and Verification of Information:	<p>Please clarify and confirm the scope.</p> <p>On site visit, it is noted that the areas on both sides of the access road from main entry gate up to existing waste receiving plant building, within plant boundary, are already dumped with wastes and landfilled. These areas, as already proposed by the Project Consultant for the proposed WtE plant construction, in their study report, are necessarily to be cleared for the new plant construction.</p> <p>We propose the following steps for WtE plant construction feasibility:</p> <p>Step 1: Divert the present waste quantity of 70 to 75 TPD transferred to the existing site to other suitable locations during the proposed WtE plant construction period.</p> <p>Step 2: Demolish the existing Compost plant building to pave way for Landfill construction.</p> <p>Step 3: Start constructing the scientific landfill.</p> <p>Step 4: Segregate the wastes already landfilled/dumped in the areas identified for WtE plant construction using the existing trommels and segregation equipment. Segregate the composting and incinerable wastes and store in a separate covered area, for</p>	<p>It is clarified that it is the responsibility of the Concessionaire to remove the existing legacy waste at the site as per his/ her construction management plan. The concessionaire shall take over and operate the existing waste to compost plant and continue operating it till COD of the Waste to Energy plant is achieved as clearly specified in Clause 5.2 (cc) of the Concession Agreement.</p> <p>An additional land of 4 acres is available at the site under the possession of Corporation which can be used for the managing the construction at the site, till the COD of the Waste to Energy plant is achieved.</p>

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			<p>use after commissioning of the new WtE plant. Inerts and other unsuitable segregated wastes shall be landfilled.</p> <p>Step 5: Plan and build the WtE plant in the identified areas.</p> <p>Step 6: After commissioning of the WtE plant, process and clear the stored useful wastes along with the new waste quantities transferred to site on daily basis.</p> <p>The above process is required to recover the site areas for the proposed new plant construction.</p> <p>We, therefore, request the Authority to remove the existing legacy waste/waste dumps at Site and handover a levelled and clear site to the Concessionaire.</p>	
12.	Zonta Infratech	RFP Vol.1 Page 28, Section C Bid Security Cl 28.2	<p>We request you to modify the clause as:</p> <p>The Bidder may choose to submit the Bid Security in the form of a Bank Guarantee or Fixed Deposit Receipt (FDR).</p> <p>Rationale: We request the Authority to consider acceptance of Fixed Deposit Receipt (FDR), drawn in favor of the designated Authority as an additional alternate which will reduce the process time taken to obtain the EMD from banks.</p>	Fixed Deposit Receipt (FDR), leaned in favour of KSIDC is acceptable. The Fixed Deposit shall be payable at Thirvanthapuram, Kerala.
13.	Zonta Infratech	RFP Vol.1, Section C, Page 33, Clause- 32.13 Technical Scoring Criteria RFP Vol.1, Page 33, Section C, Cl 33.1 Financial Evaluation:	<p>We request you to modify the clause 33.1 as below:</p> <p>Price Bids of Prequalified Bidders who have got minimum technical score of 65 marks only will be opened for Financial Evaluation</p> <p>Rationale: As per RFP, the technical score is only applicable if there are two or more prequalified bidders quoting same tipping fee and there are no minimum eligible marks for opening of financial proposals. Please indicate the minimum marks criteria for qualifying / rejection of technical bids submitted by Bidders and also please confirm that financial bids of those technically qualified bidders shall only be considered for opening.</p> <p>As per RFP there is a Detailed Technical Evaluation and Technical Scoring Criteria vide clause 32.13. However, there is</p>	RFP remains unchanged

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			no minimum technical eligibility score provided for the pre-qualified Bidders. We request you to include minimum technical eligibility score so that technically competent bidders are only eligible for Financial Opening and evaluation.	
14.	Zonta Infratech	RFP Vol.1 Page 59, Appendix V-Joint Bidding Agreement Cl.6. Shareholding in the SPV RFP Vol.1 Page 63, Appendix VI-Technical Proposal Note 1.	We request you to delete this clause. As mentioned above in Sl. No1, there shall not be any equity shareholding restrictions and shall be left to the consortium to enable active participation from competent players.	RFP remains unchanged
15.	Zonta Infratech	RFP Vol.1 Page 16, Sec B Cl. 8.1:	We request you to please confirm We presume the production capacity of 5 MW specified to be the Gross Power produced at the generator terminal and not the net power supplied at the substation grid.	5 MW specified is the tentative Gross Power produced
16.	Zonta Infratech	RFP Vol.1 Page 16, Sec B Cl. 8.3:	We request you to please confirm Kindly refer the clarification sought/justification provided in S.No. 11.	Clarification provided under Sl. No. 11.
17.	Zonta Infratech	RFP Vol.1 Page 19, Sec 11: Scope of work for private partner, Cl 11.1.15	We request you to please confirm As per RFP and draft DCA reference clauses as mentioned beside, the number of Weigh Bridges to be set-up are cited different and are not matching. Please note that only one weighbridge at site will be considered for the measurement purpose.	RFP remains unchanged. As specified in Clause 5.14 of the Schedules to Concession Agreement, 2 (two) Weighbridges are required to be provided at Plant Site.
18.	Zonta Infratech	Draft Concession Agreement, Page 46, Article 7, Cl. 7.1 (f)	We request you to modify the clauses as below: Draft Concession Agreement, Page 46, Article 7, Cl. 7.1 (f) In case LSGI fails to ensure the minimum assured quantity as set under this Agreement, as evidenced by measurement at the weighbridge checked daily by PMU and/or Concessionaire, the	DCA remains unchanged

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			<p>Concessionaire shall be liable to claim penalties for non-fulfilment/ damages, calculated at 100% of the corresponding year Tipping Fee per ton plus equivalent tariff compensation for each ton of shortfall.</p> <p>Rationale: Our Power Output will be computed based on the minimum guaranteed waste supply of 300 TPD and accordingly revenues are considered. Any shortfall in waste supply quantity will affect both our revenues from tariff and tipping fee. We, therefore, request the authority to consider 100% of the corresponding year Tipping Fee per ton plus equivalent tariff compensation for each ton of shortfall of minimum guaranteed waste supply.</p>	
19.	Zonta Infratech	Draft Concession Agreement, Page 46, Article 7, Cl. 7.1 (f)	<p>We request you to delete this clause.</p> <p>Kindly refer the clarification sought/justification provided in S.No. 10.</p>	DCA remains unchanged
20.	Zonta Infratech	Draft Concession Agreement, Page 30, Article3: Sites, Cl.3.1 Handover of sites	<p>We request you to modify the clauses as below:</p> <p>The Authority through itself, or through the PLBs shall ensure that within 30 days from the Appointed Date, it shall handover the Sites under their respective jurisdiction for Processing Facility, Landfill, Transfer Stations, Material Recovery Facility to the Concessionaire <u>after removing the existing legacy waste/waste dumps at site and levelled and cleared site</u> free from all Encumbrance, for the purpose of implementing the Project.</p>	DCA remains unchanged
21.	Zonta Infratech	Draft Concession Agreement, Page 30, Article3: Sites, Cl.3.1 Handover of sites	<p>Please clarify and confirm the scope.</p> <p>(b) Facilitated and ensured that Land Lease Agreement(s) are executed for the Project Site <u>after removal of existing legacy waste/waste dumps at site and Cleared,</u> vacant and unencumbered possession of all the Site(s) is handed over to the Concessionaire</p>	DCA remains unchanged

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			Kindly refer the clarification sought/justification provided in S.No. 11.	
22.	Zonta Infratech	Draft Concession Agreement, Page 26, Article 2, Cl. 2.6.1	We request you to please confirm if the Environment Clearance for the site is already obtained or if the same has to be also applied.	Environment Clearance for the landfill is the responsibility of the Concessionaire and shall be undertaken as part of the scope of the work.
23.	Zonta Infratech	Draft Concession Agreement, Page 27, Article 2, Cl. 2.6.2	We request you to please include additional clause cl. 2.6.2 (e): Rationale: Identified alternative disposal site for dumping of waste being generated during the Waste to Energy plant construction period before Contract signing date and should have made necessary arrangements to divert the interim waste to this alternate site till COD.	DCA remains unchanged
24.	Zonta Infratech	Draft Concession Agreement, Page 27, Article 2, Cl. 2.6.3	We request you to please modify the clause as below: Conditions Precedent for Concessionaire (b) Prepared and submitted a Detailed Project Report, covering technology proposed, demand assessment, technical feasibility, detailed cost estimates, capital investment plan, project financing details, revenue projections, environment & social impact assessment and detailed financial analysis, to the Authority, consistent with the technical plan submitted during the bidding stage within 6 months from Appointed Date. Rationale: The EIA and SIA studies are subject to the Terms of Reference issued by the respective Pollution Control Board/ MoEF & CC as applicable. These authorities generally seek detailed data on pre-monsoon and post-monsoon assessment which takes a minimum of 6-8 months. In view of this, we request you to consider to provide minimum of 6 months' time for submitting the required reports and also consider to provide	DCA remains unchanged

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			waiver on conditions precedent and provide necessary extension to such time period as required.	
25.	Zonta Infratech	Draft Concession Agreement, Page 28, Article 2, Cl. 2.6.3	<p>We request you to please modify the clause as below:</p> <p>(j) Signed and Procured execution of Power Purchase Agreement (PPA) with Kerala State Electricity Regulatory Commission (the “Power regulator”) for fixing power tariff for the Waste Processing Plant to be paid by KSEB, as provided in the Power Purchase Agreement (PPA)</p> <p>Rationale: Without a firm Power Purchase Agreement and Tariff Fixation the Concessioner will not be able to achieve Financial Closure. Banks/FIs requires compliance of all the conditions precedent including DPR, Statutory Approvals and Power Purchase Agreement before sanctioning the debt for the Project Financing. The project is Financially viable only with a firm PPA and Financial Closure, so, we request you to consider signing of PPA to be one of the Conditions Precedent.</p>	DCA remains unchanged
26.	Zonta Infratech	Draft Concession Agreement, Page 28, Article 2, Cl. 2.6.4	<p>We request you to kindly confirm</p> <p>The definition of Compliance date should be same as defined in clause 1.1.19</p>	DCA remains unchanged
27.	Zonta Infratech	Draft Concession Agreement, Page 28, Article 2, Cl. 2.6.5	<p>We request you to kindly consider the change</p> <p>It is mentioned in this clause on event of non-fulfillment Conditions Precedent by the Concessionaire, Authority Shall Forfeit and en-cash the Performance Security; whilst the on the event non-fulfillment Conditions Precedent by the Authority/PLBs extension of time on mutual consent is allowed. Since to balance such act of non-fulfillment of Concession Agreement by any of the parties to the agreement a provision for extension of time on mutual consent should be permitted in particular for concessionaire also in line with the clause 2.6.5 (c)</p>	DCA remains unchanged
28.	Zonta Infratech	Draft Concession Agreement, Page	<p>We request you to kindly clarify</p> <p>The role of our representative would only be for coordination of</p>	The Concessionaire’s representative in the PMU is for coordination of activities with

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		33, Article 4, Cl. 4.1	activities with PMU/Authority. We understand that there is no full time deputation to PMU office is required from the Concessionaire.	PMU/Authority.
29.	Zonta Infratech	Draft Concession Agreement, Page 34, Article 5: The Concessionaire obligations Cl. 5.1: Performance Security (a)	<p>We request you to modify the clause:</p> <p>The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee from a scheduled bank in India, in favour of the “Managing Director, Kerala State Industrial Corporation Limited”, in the form as set out in Schedule 6, (“Performance Security”) for a sum of Rs. 2,00,00,000 (Two Crore only) till the Commercial Operations Date (“COD”). Post COD, the Performance Security shall be reduced to Rs. 1,00,00,000 (One Crore only) till the end of Concession Period or till the Termination Date, as the case may be.</p> <p>Rationale: The Performance security amount of INR 10 Crores till COD and INR 5 Crores for post COD specified are highly restrictive for the DBFOT type contract as the entire responsibilities and risks are assigned to the Concessionaire.</p> <p>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.</p> <p>Further the performance security deposit shall be progressively reduced annually on a pro rata basis during the concession period.</p>	DCA remains unchanged
30.	Zonta Infratech	Draft Concession Agreement, Page 38, General Obligations Cl. 5.2 (cc)	<p><u>We request the Authority to delete this clause</u></p> <p>The existing proposed site is only 12.67 acres with odd boundary layout and fully utilised for the present compost producing operation. No adequate vacant section within the site is available at present. Also, the proposed new WtE plant is to be built at the same site with 12.67 acres land.</p> <p>Therefore, construction of the new WtE plant and continue operation of the existing compost plant parallelly is not practical.</p>	DCA remains unchanged

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			<p>Moreover, as per the 'Site assessment report' of the Project Consultant, the waste receipt and compost plant building area is allocated for scientific landfilling by the Concessionaire.</p> <p>Only possibility during the WtE plant construction period is to divert the waste presently being supplied to Site to alternate location by the Authority and to stop continuing the present composting operation.</p>	
31.	Zonta Infratech	Draft Concession Agreement, Page 36, General Obligations Cl. 5.2 (g)	<p>We request you to modify this clause as:</p> <p>develop, construct and operate the Sanitary Landfill Site ...for disposal of Residual Inert Matter and Rejected Waste and dispose not more than permitted/defined limit as per SWM Rules 2016 issued by MoEF&CC for landfilling.</p> <p>Kindly refer the clarification sought/justification provided in S.No. 06 and request you to accordingly modify this clause</p>	DCA remains unchanged
32.	Zonta Infratech	Draft Concession Agreement, Page 42, General Obligations Cl. 5.10 (a)	<p>We request you to modify this clause as:</p> <p>..... Provided that in case the Selected Bidder is a Consortium of entities, then the members of the consortium together Jointly shall hold 100% equity capital of the Concessionaire, until expiry of 1year from COD, 51% shareholding in the paid-up equity capital until expiration of 10 years from COD and thereafter 26% shareholding in the paid-up equity capital during the remaining Concession period.</p> <p>Kindly refer the clarification sought/justification provided in S.No. 02</p> <p>Global companies in general are averse to be a participant in the equity of a project in India and their general preference is to be the technical partner who will take up the project in an EPC model under an arrangement between the Indian partner and the overseas Technology Provider. This is the model prevalent in all newly developed technological sectors in the country including that of the few WTE projects came up recently in India.</p>	Clause 5.10 of DCA stands modified as given in Appendix 1.

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			<p>Thus, we request that it should not be made mandatory to have equity Lock-in for such consortium partner whose Technical credentials have been considered for pre-qualification and should left to the discretion of the consortium.</p>	
33.	Zonta Infratech	Draft Concession Agreement, Page 25, Article 2, Cl. 2.2 (j)	<p>We request you to modify clause as: To develop the Project using such technology to establish a Waste to Energy plant having a processing capacity of minimum 300 TPD and a production capability of 5MW</p> <p>Please include ‘minimum’ before 300 TPD. Production capacity of 5 MW requires more than 300 TPD of Waste</p>	DCA remains unchanged
34.	Zonta Infratech	Draft Concession Agreement: Article 13, cl 13.1 (b)	<p>We request you to modify the clause as: Subject to change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden (“Additional Cost”) in any Accounting Year, the Concessionaire may so notify the PMU/ Authority and provide the information’s as provided in Article (c) below and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. The said remedial measures would be discussed and consequences arising therefrom shall be dealt with as per terms of Article (d) below.</p> <p>Rationale: Any change in law is beyond the control of the Concessionaire and any additional cost to be incurred if any shall be reimbursed. So, we request you to modify the clause accordingly.</p>	DCA remains unchanged

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
35.	Zonta Infratech	Draft Concession Agreement: Article 14, cl 14.2 (b)	<p>We request you to modify:</p> <p>The Concessionaire has failed to process the Solid Waste at the proposed site for a continuous period of 7 (Seven) days in any Month; This period shall be exclusive of the maintenance schedule of the Processing Facility;</p> <p>Rationale: Considering the unscheduled maintenance/ repairs which may include importing spare parts or unforeseen weather conditions including heavy rainfall in monsoon period, we request to increase the period to consecutive 7 days (exclusive of the scheduled/un-scheduled maintenance period). You may also note that the site facilities can handle storage up to consecutive 7 days.</p>	DCA remains unchanged
36.	Zonta Infratech	Draft Concession Agreement: Article 5 Cl 5.2 (m)	<p>We request you to please confirm</p> <p>The plant will not be operational during planned and unplanned shutdown period. The plant design rating will be suitably increased such that the annual quantity of waste based on 300 TPD will be processed in any year of operation.</p>	DCA remains unchanged
37.		Draft Concession Agreement: Article 6 sub-clause 6.1.2	<p>The Concessionaire hereby agrees and undertakes that it shall achieve Financial Closure within 180 (one hundred and eighty days) days from the Compliance Date (i.e., completion of all Conditions Precedent by Authority, PLBs and Concessionaire except 2.6.3.(c))</p> <p>Rationale: Kindly refer the clarification sought/justification provided in S.No. 25</p> <p>For achieving Financial Closure, Banks/FIs require compliance of all the conditions precedent including DPR, Statutory Approvals and Power Purchase Agreement before sanctioning the debt for the Project Financing.</p> <p>Thus, the Financial Closure shall be achieved within 180 days from the completion of all Conditions Precedent by Authority, PLBs and Concessionaire except 2.6.3.(c). We request you to</p>	DCA remains unchanged

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
			please amend the clause	
38.	Zonta Infratech	Draft Concession Agreement: Article 10 Clause 10.4— Withdrawal upon Termination Sub-Clause 10.4.1 (b):	We request you to modify the clause 100% (Hundred per cent) of Debt Due For achieving Financial Closure, Banks/FIs will seek 100% Debt due to be appropriated from the Escrow Account credits upon Termination.	DCA remains unchanged
39.	Zonta Infratech	Schedules to Concession Agreement: Schedule 1 Cl. 5.9	We request you to modify the clause 5.9 of Schedules to Concession Agreement- Schedule 1 as: Schedules to Concession Agreement: The Concessionaire shall ensure that the inert/processing rejects generated from the Processing Facility should achieve total elimination of landfill but in any circumstances not in excess than permitted/defined limit as per SWM Rules 2016 issued by MoEF&CC. We request you to modify the Cl. 6 Schedules to Concession Agreement - Schedule 2 Penalties & Damages as: - Inert/Residual waste greater than 25% sent to landfill Rationale: Kindly refer the clarification sought/justification provided in S.No. 06 and request you to accordingly modify this clause	Schedules to CA remains unchanged
40.	Zonta Infratech	Schedules to Concession Agreement: Schedule 2: Penalties & Damages, S. No.4 Schedules to Concession	We request you to amend the respective clauses accordingly Please note that only one weighbridge at site will be considered for the measurement purpose.	Schedules to CA remains unchnaged.

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
		Agreement: Schedule 1 Cl. 5.14		
41.	Zonta Infratech	Schedules to Concession Agreement: Schedule 1 Cl. 1.3	<p>We request you to delete this clause.</p> <p>We consider LD Clause for delays for a DBFOT Contract is not applicable since the entire funding is by the Concessionaire. Any delay in a reasonable project completion will automatically affect the revenue of the Concessionaire and will not incur any losses to the Authority.</p> <p>We, therefore request the Authority to delete this clause which would otherwise increase the financial burden of the bidder.</p>	Schedules to CA remains unchanged.
42.	Zonta Infratech	Schedules to Concession Agreement: Schedule 1 Cl. 5.7	<p>We request you to modify this clause as:</p> <p>The Processing Facility shall achieve COD within a period of 24 (nine) months from the date of completion of condition precedent (“Compliance Date”) and Sanitary Land Fill shall be ready for operation latest by COD.</p> <p>The Sanitary Landfill is required only after COD of Waste to Energy Plant and thus the completion date of Sanitary Landfill should be in line with the construction period of Waste to Energy Plant as mentioned in Sl. No. 01 above.</p> <p>Also please note for the construction of sanitary landfill, the concessionaire has to obtain Environmental Clearance which will take minimum 6-12 months.</p> <p>Thus request to modify the clause accordingly.</p>	Clause 5.7 of the Schedule 1 of the Concession Agreement stands revised as in Appendix 1.
43.	Zonta Infratech	Schedules to Concession Agreement: Schedule 2 Service Level Benchmarks 3. Extent of	<p>We request you to delete the clause</p> <p>The waste collected is processed and the inerts are disposed in the scientific manner as per the scope. Thus, there is no waste recovery applicable and hence we request to please delete this clause.</p>	Schedules to CA remains unchanged.

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
		recovery of waste collected		
44.	Zonta Infratech	Schedules to Concession Agreement: Schedule 2 Service Level Benchmarks Penalties & Damages	<p>We request you to modify as below:</p> <ol style="list-style-type: none"> 1. Non-clearance of designated bins for consecutive 2 days - Rs. 1000 per instance 2. Failure to achieve COD within 90 days of the schedule construction completion date-0.05% of Performance Security per week of delay beyond 90 days <p>Rationale: The mentioned penalty parameters will automatically affect the revenue of the Concessionaire in case of non-compliance and will not incur any losses to the Authority. Also, the frequency of collection depends on the generation of waste and optimization of resources. Even, the mentioned penalties and damages are too high and only will restrict participation from prospective bidders and hence we request to consider to revise the penalties as proposed.</p>	Schedules to CA remains unchanged.
45.	Zonta Infratech	Site Assessment Study Report' of the Project Consultant: Suggested Plant Layout	<p>Please clarify and confirm the scope.</p> <p>Kindly refer the clarification sought/justification provided in S.No. 11 and request you to accordingly modify this clause</p>	As clarified in Sr. No. 11 above.
46.	Zonta Infratech	General Point	<p>We request you to please confirm</p> <p>We would request the authority to confirm that the final version of Concession Agreement, in line with the Draft shared along with RFP, may be discussed and deliberated during the award of the project to the Successful Bidder. It is important that 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.</p>	DCA & Schedules to CA remains unchanged.
47.	Zonta	RFP Clause 6 Key	We request you to amend the Last Date and Time of	The last date of submission of bid is extended to

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
	Infratech	Details S.No. 16 Last Date and Time of Submission of Tender – 07 th January 2019, IST 14:00 Hrs.	Submission of Tender We request you to kindly provide 30 days’ time from the date of publishing the response to Pre-Bid Queries so as to enable the Bidders to prepare a competent Bid Proposal after assessing all the Project and Bidding Parameters.	January 31, 2019.
48.	Zonta Infratech	RFP Section B, Clause 8, Sub-Clause 8.7 Financial Assistance under SBM- Grant	We request to please confirm the applicable Grant or financial assistance. In the RFP it is mentioned that the Authority shall facilitate in obtaining financial assistance as per SBM or MoH&UA but the minimum eligible amount or % of project cost is not mentioned. If any amount or % can be defined, it will enable the concessionaire to make a comprehensive financial analysis and arrive at a competitive quote accordingly.	Please refer to the SBM – Urban Guidelines 2017, issued by MoH&UA, Govt of India. The State Govt. shall facilitate the concessionaire in availing the financial assistance as per the guidelines.
49.	Zonta Infratech	1.1.38	This definition needs to be revised as follows: “Equity” means the sum expressed in Indian Rupees representing the paid-up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include instruments which are convertible into equity share capital of the Company;	RFP remains unchanged.
50.	Zonta Infratech	1.1.37	“Engineered Sanitary Landfill Site” or “Sanitary Landfill Site” or “Sanitary Landfill” or “SLF” means the Sanitary Landfill Site to be developed, constructed and operated by the Concessionaire at the allocated site in conformance with the terms of this Agreement for disposal of Residual Inert Matter and Excluded Waste; and the site where the Concessionaire conducts a final and safe disposal of Residual Inert Matter, Residual Solid Waste and inert waste, which is designed with protective measures against pollution of ground water, surface water and fugitive air dust, wind-blown litter, bad odour, fire hazard, animal menace, bird menace, pests or rodents, green-house gas emissions, persistent organic pollutants slope instability and erosion in accordance with the terms of this Agreement;	RFP remains unchanged.

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
51.	Zonta Infratech	1.1.1	<p>“Abandonment” means an action on the part of the Concessionaire with the intent not to discharge its reciprocal obligations partly or wholly related to the Project under the Agreement for a</p> <p>(i) continuous period of more than 15 (fifteen) days during the Concession Period, or</p> <p>(ii) cumulative period of more than 45 (forty-five) days during the Concession Period other than as a result of an event of Force Majeure or a Material Breach of its obligations by the Authority or any PLB or Authority Event of Default;</p>	RFP remains unchanged.
52.	Zonta Infratech	1.1.76	<p>“Project” shall mean design, engineer, finance, procure, construct, install, commission, construct/acquire the Project Assets and collection, transportation, processing and disposal of Solid Waste from Waste Generators in the Project Area and discharging the Scope of Services more specifically set out in Schedule 1;</p>	RFP remains unchanged.
53.	Zonta Infratech	2.1	<p>Subject to and in accordance with the terms and conditions set forth in this Agreement, the Applicable Laws and the Applicable Permits, the Authority and PLBs hereby grant and authorize the Concessionaire to design, build, finance, operate and transfer (DBFOT) the Project and to exercise and/ or enjoy such rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (“the Concession”) during the Concession Period and the concessionaire hereby accepts the concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.</p>	RFP remains unchanged.
54.	Zonta Infratech	2.2 (b)	<p>Upon achieving COD of the Processing Facility, forming part of the Project, to manage, operate and maintain the same till the Transfer Date;</p>	RFP remains unchanged.
55.	Zonta Infratech	2.2 (d)	<p>To collect, segregate and process entire Solid Waste from the Project Area and dispose-off the Residual Inert Matter and Excluded Waste/ processing rejects in SLF and / air pollution control residue in secured landfill;</p>	RFP remains unchanged.
56.	Zonta Infratech	2.2 (l)	<p>The Concessionaire may, subject to fulfilling the eligibility conditions and procuring all required approvals from related regulatory/ statutory authorities, develop, operate and maintain additional recycling or processing facilities on the Site, provided that the same does not cause any adverse effect on its Project related obligations or increases in any manner the financial</p>	RFP remains unchanged.

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
			liability (including in relation to land requirement) of the Authority and/or PLBs under the Agreement. In the event and so long as the Concessionaire meets the foregoing conditions, the Authority shall render such reasonable assistance that Concessionaire requests in this connection.	
57.	Zonta Infratech	2.4	The Authority, may in its sole discretion, in the event the Concessionaire has satisfactorily maintained the Project during the last 5 years of the term, agree to extend the Concession after the expiry of the Term on same terms and conditions. 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.	RFP remains unchanged.
58.	Zonta Infratech	3.1 (a)	The Authority through itself, or through the PLBs shall ensure that within 30 days from the Appointed Date, it shall handover the Sites under their respective jurisdiction for Processing Facility, Landfill, Transfer Stations, Material Recovery Facility, Secondary Collection Points to the Concessionaire on an as-is- where-is basis, free from all Encumbrance, for the purpose of implementing the Project.	RFP remains unchanged.
59.	Zonta Infratech	5.2 (g)	develop, construct and operate the Sanitary Landfill Site at the allocated site in conformance with the terms of this Agreement for disposal of Residual Inert Matter and Excluded Waste and dispose not more than permitted/defined limit as per SWM Rules 2016 issued by MoEF&CC;	RFP remains unchanged.
60.	Zonta Infratech	5.3	Please add new sub-clause (iii) – “conditions at the Site which restrict the Concessionaire from constructing/operating the Project / Project Assets.”	RFP remains unchanged.
61.	Zonta Infratech	7.1 (a)	Identify and earmark / allocate parcel(s) of land, by itself or by PLBs, within or outside the Project Area for the purpose of setting up of secondary collection points (optional), and the Site for construction of Processing Facility and Sanitary Landfill for scientific management of Solid Waste, within the Compliance Period;	RFP remains unchanged.
62.	Zonta Infratech	7.2 (c)	Identify and earmark / allocate parcel(s) of land forming part of the Site within the project area for the purpose of setting up of Processing Facility and Sanitary Landfill for Solid Waste Management;	RFP remains unchanged.
63.	Zonta	7.1 (f)	Shall provide at the Designated Bins minimum tonnage of 300	RFP remains unchanged.

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
	Infratech		Tonnes Per Day (TPD) of total Solid waste other than Excluded Waste from project areas of PLBs to the Concessionaire on all days of the year during concession period. In case LSGI fails to ensure the minimum assured quantity as set under this Agreement, as evidenced by measurement at the weighbridge checked daily by PMU and/or Concessionaire, the Concessionaire shall be liable to claim penalties for non-fulfilment/ damages, calculated at 25% of the corresponding year Tipping fee per ton for each ton of shortfall. The penalty shall be payable only if the monthly average of quantity received at the site is below 90% of assured quantity.	
64.	Zonta Infratech	10.4.1 (b)	100% (hundred per cent) of Debt Due	RFP remains unchanged.
65.	Zonta Infratech	14.3 (f)	Add new subclause: Authority and/or PLBs have failed to complete Conditions Precedent as per Article 2.6.1 and 2.6.2	RFP remains unchanged.
66.	Clean Energy Holdings Pte. Ltd.		For power tariff, base price is not mentioned in the RFP.	Power Tariff shall be determined by Kerala State Electricity Regulatory Commission (KSERC), based on detailed DPR and financial analysis presented to it by the Concessionaire.
67.	Clean Energy Holdings Pte. Ltd.		Financial assistance or subsidy is not clearly mentioned in the RFP, It would have been better if it is addressed specifically.	As clarified in item no. 48.
68.	Clean Energy Holdings Pte. Ltd.		Performance guarantee amount is high. Please reduce the PG amount.	RFP remains unchanged.
69.	Clean Energy Holdings Pte. Ltd.		It would have been much better if you can specifically mention designated collection points.	The total road lengths in the participating LSGIs and the maximum distance between two bins shall be provided. But Concessionaire to undertake its own due diligence in this regard.
70.	Ram InfoSys Pvt. Ltd.	RFP (page 20), clause 12.1.3	Please make the penalty for non-delivery of MSW as a percentage of the cost of investment by the SPV. Since, the penalty of 25% of tipping fee value does not represent clearly the loss to the SPV from non- delivery of waste at the collection centers/bins	RFP remains unchanged.
71.	Ram InfoSys Pvt. Ltd.		Please share all the possible technologies that are approved for MSW processing OR all possible technologies that are not approved.	The project has been conceptualised as technology neutral thus any technology shall be acceptable as long as it meets all regulatory and environmental norms of the State and Country.
72.	Ram InfoSys		Please share the number of primary collection areas with GPS	The total road lengths in the participating LSGIs

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
	Pvt. Ltd.		locations, where Bins have to be provided with waste weight/volume. These are the bins where the waste will be dumped by the street cleaners and other primary collectors.	and the maximum distance between two bins shall be provided. But Concessionaire to undertake its own due diligence in this regard.
73.	Ram InfoSys Pvt. Ltd.		Please clarify If these primary collection centers are in open areas or closed areas. In case of open areas will the PLB or KMC provide civil infra at these locations for the bins to be placed.	No civil construction is envisaged for Secondary Collection Points.
74.	Ram InfoSys Pvt. Ltd.		Since our company and equipment vendors are based abroad and the offices are closed for 3 weeks in the end of Dec and start of Jan 2019. We request an extension of the last date for submission of the tender by 30 days.	The last date of submission of bid is extended to January 31, 2019.
75.	Organic Recycling Systems Private Limited	Page No.10, Point no. 4.3 for stipulated criteria	As the proposed project is for processing of 300 TPD MSW it is imperative that the selected bidder has enough technical experience. Hence, we request you to revise the technical criteria as below. (i) Bidder shall have experience of design & development of at least one Waste to Energy Plant of minimum capacity 200 TPD in India or abroad in the period of past five years from the bid due date and the relevant plant is currently in operation; OR successful operation of at least one Waste to Energy Plant of minimum 200 TPD capacity for a minimum period of 1 year in India or abroad in the period of past five years from the bid due date and the relevant plant is currently in operation;	Not accepted. Technical Capacity remains unchanged.
76.	Organic Recycling Systems Private Limited	Page no. 17 under Section B project details and scope of the project (PDS), Point No. 8.6	We request you to provide the current power tariff.	Power Tariff shall be determined by Kerala State Electricity Regulatory Commission (KSERC), based on detailed DPR and financial analysis presented to it by the Concessionaire.
77.	Organic Recycling Systems Private Limited		If the bidder proposes Biomethanation technology for processing of 300TPd waste can the bidder instead of setting up 5MW power plant can the bidder setup BIO-CNG plant under the guidelines “SATAT” scheme, issued by MOP & NG, GOI.	The bidder shall be free to do that as long as other obligations of the Concessionaire are met.
78.	GJ Nature Care &		Currently two plants – one for organic and other for plastic – are operated by the Kozhikode Corporation. Will these plants	Both plants shall be handed over to Concessionaire as part of Site Handover and both

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
	Energy Private Limited		continue to operate and collect waste even after the proposed waste to energy plant is operational? If yes, how will it be done?	are required to be operated till COD of the proposed Waste to Energy Plant is achieved. Once COD is achieved, the Concessionaire shall be free to use these plants. Please refer Clause 5.2 (cc) of Draft Concession Agreement for clarity.
79.	GJ Nature Care & Energy Private Limited	Article 7 & 7.1, DCA	No clarity about the waste, which already exist in the landfill at the site. The proposed land at Njaliyanparambu also has MSW landfill, which will require removal, for construction of WTE plant. Please confirm that Authority will remove the existing waste from the landfill and make necessary environmental remediation, before handing over the lead to Concessionaire for construction.	The Site shall be handed over to the Concessionaire on as-is-where-is basis. The Concessionaire shall be responsible for getting the existing legacy waste (not an earmarked landfill) managed at site.
80.	GJ Nature Care & Energy Private Limited	Article 7 & 7.2, DCA	The WTE Project also requires development of Sanitary landfill in the proposed land. However, this will not comply with the provisions of Solid Waste Management Rules 2016 as the site is less than 200 meter from Highway and less than 20km from Calicut International Airport. Request the Authority to provide alternate location for landfill.	EIA of the site shall be undertaken by the Concessionaire for getting environmental clearance from State Level Environmental Impact Assessment Authority.
81.	GJ Nature Care & Energy Private Limited		Does the Concessionaire have right to refuse collection of medical and other hazardous waste?	Yes, the Concessionaire shall reject all medical and hazardous waste for the proposed project.
82.	GJ Nature Care & Energy Private Limited		Please provide details if sewerage treatment plant from where water has to be transported. Clarification required whether treated water can send back to same river, right of way for pipeline laying etc.	The water shall be provided by Kozhikode Municipal Corporation at the Project Site and any treated water, shall be discharged as per environmental norms. The Concessionaire shall strive to achieve a zero discharge facility.
83.	GJ Nature Care & Energy Private Limited	Article 7.1 (f) of DCA	LSGIs, will be liable to pay penalty to SPV calculated at 25% of the corresponding year tipping fee per ton for each ton of shortfall. The penalty shall be payable only if the monthly average of quantity received at the Site is below 90% of assured quantity. This can affect the revenue for the SPV with regard to Tipping Fee as well as the loss of revenue from reduction in electricity production (due to lack of waste)	RFP remains unchanged.
84.	GJ Nature Care & Energy Private		There are some concerns regarding the Site Assessment Report e.g. (i) Images shown groundwater report taken from 1983 (ii) Report shows higher calorific value (CV) for waste	Groundwater data has been taken from the CGWB □□□□ □□□□□ □□□□□□□□, □□□□□□□□ □□□□□□□□, □□□□ □□□□□ GROUND WATER INFORMATION BOOKLET

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
	Limited		composition with high organic matter	OF KOZHIKODE DISTRICT, KERALA STATE , December 2013 Please refer Figures 2.9, Figure 2.10, Figure 2.11 & Figure 2.12 for decadal ground water variation in the Kozhikode district (2002 -2012) CV results are of indicative nature as mentioned in the report. Further, the bidder can carry out its own due diligence for the same.
85.	GJ Nature Care & Energy Private Limited		<p>More clarity on secondary Collection Points</p> <p>a. As per Article 3 of DCA Sites, Section 3.1: apart from the Land for WTE Plant, please provide the extent of land, which will be provided by the Authority for secondary collection and transfer points at various places in the cluster. Will these sites be covered by Lease?</p> <p>b. Locations of these secondary Points (determine routing)</p> <p>c. Quantity of waste in these locations (determine vehicle type and collection frequency)</p>	<p>All secondary collection points and transfer stations shall be fixed by the concessionaire in consultation with the participating LSGIs and permissive sanctions shall be issued by the LSGIs for using the locations by the concessionaire for the project purpose only.</p> <p>The total road lengths in the participating LSGIs and the maximum distance between two bins shall be provided.</p> <p>But Concessionaire to undertake its own due diligence in this regard.</p>
86.	Bharat Heavy Electricls Limited	RFP Clause 4.2 Page 10	<p>Minimum eligibility criteria</p> <p>BHEL is a CPSU and is keen to bid in consortium with the technically qualified partner. BHEL shall be the lead member of the consortium. We would request KSIDC to remove the requirement of 26% equity share of the consortium member.</p> <p>Since BHEL is a CPSU the requirement of formation of SPV may please be removed.</p>	RFP remains unchanged.
87.	Bharat Heavy Electricls Limited	RFP Clause 4.3 A (i) and (II)	<p>Technical capacity</p> <p>(A) We understand the requirement of Clause 4.3.A (i) and 4.3.A (ii) can be met by separate entities. Pls confirm</p> <p>(B) The condition of 26% stake from consortium member may please be removed.</p> <p>(C) We further suggest that since the plant is to be put up on DBFOT model with 25 years' concession period, the</p>	RFP remains unchanged.

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
			technical minimum eligibility condition at 4.3.A(ii) is not required.	
88.	Bharat Heavy Electricls Limited	RFP Clause 5.4 Page 11	Conditions for formation of consortium For CPSU like BHEL, the conditions of formation of SPV and equity share holding by consortium member may please be exempted. BHEL as lead member of the consortium shall be responsible for discharging all contractual requirement, accordingly the equity participation requirement of Clause no. 10.4 may please be exempted for CPSU becoming successful bidder.	RFP remains unchanged.
89.	Bharat Heavy Electricls Limited	RFP Clause 5.9	Conditions for formation of consortium The requirement of formation of SPV may please be exempted for CPSU like BHEL who themselves are capable of handling the large project and have requisite inhouse design and engineering capabilities	RFP remains unchanged.
90.	Bharat Heavy Electricls Limited	RFP Clause 5.10	Conditions for formation of consortium The conditions at clause no. 5.10.1 and 5.10.3 may please be exempted for CPSU like BHEL as requested above.	RFP remains unchanged.
91.	Bharat Heavy Electricls Limited	RFP Caluse 6 Page 14 Key details Sl. No. 25	This may please be exempted as requested earlier. However, the performance security may be taken from lead member of the consortium.	RFP remains unchanged.
92.	Bharat Heavy Electricls Limited	RFP Clause 8.8 page 17	Escrow account Since we have requested for exemption of formation of SPV in case of bidder being CPSU, the said account shall be of Lead member i.e. BHEL account.	RFP remains unchanged.
93.	Bharat Heavy Electricls Limited	RFP Clause 10 Page 18	Special purpose vehicle As requested above, the requirement of SPV may lease be exempted for CPSU like BHEL as lead member of the consortium. Hence these clauses shall not be applicable form BHEL led consortium	RFP remains unchanged.
94.	Bharat Heavy Electricls Limited	RFP Clause 11.1.6 Page 18	Providing Collection container for bio degradable and non-bio degradable by Private Partner We understand that Private Partner scope includes only secondary collection i.e from collection bin in each cluster. The primary collection as described in clause 11.1.4 Page 18 as well as providing different collection containers for bio degradable and non- bio degradable is not in scope of private player. Kindly confirm that our understanding is correct	All type of Secondary collection containers are to provided by Concessionaire.

Sr. No.	Company	RFP Ref	Clarification Requested	Response to Bidders queries and clarification of the clauses in the RFP
95.	Bharat Heavy Electricls Limited	RFP Clause 11.1.11 Page 19	Plant in full compliance with all laws of land at all times The plant shall be fully compliant with all laws as on date of LOI. Compliant to future law which are unforeseen may require further capital expenditure and other financial implication for private party. In such a scenario, the tipping fee should also get revised. Hence it is requested that a suitable and appropriate mechanism may please be devised to compensate Private Party during the concession period of 25 years.	RFP remains unchanged.
96.	Bharat Heavy Electricls Limited	RFP Clause 11.1.12 Page 19	Upgrade the fertilizer..... The intent of the clause is not clear. Kindly elaborate.	The Intent is if bio-methanation is used as a technology
97.	Bharat Heavy Electricls Limited	RFP Clause 12.1.3 Page 20	Role of the Authority : Penalty for dip in assured quantity of solid waste The penalty prescribed to be paid by LSGI to SPV in case of shortfall in quantity of MSW is very less. In-fact this shortfall in MSW will also result in loss of revenue to SPV on account of exportable power. Hence SPV need to be fully compensated on account of any shortfall in tipping fee due to lesser MSW from 300 TPD and also for the loss of revenue due to dip in exportable power resulting due to less MSW availability.	RFP remains unchanged
98.	Bharat Heavy Electricls Limited	RFP Clause 12 Page 20	Role of Authority The role of authority shall also include the provisions as detailed in clause no. 8.6 and 8.7 (page no. 17).	RFP remains unchanged
99.	Bharat Heavy Electricls Limited	RFP Clause 15.3 page 21	Conditions for bidding : 7 WTE project We understand that separate competitive bidding will be done by KSIDC for another 6 projects. Not bidding / rejection of bidder in this tender will not disqualify the bidder for further bidding in subsequent tenders.	All tenders shall be treated as different tenders.
100.	Bharat Heavy Electricls Limited	RFP Clause 28 Page 28	Bid security Please provide ISFC code of Authority Bank for preparation of EMD BG / other BGs	Please refer to clause 28.1 of the RFP document. Bid security to be deposited using the online payment facility available in the e-tender website.

Appendix 1

1. Clause 4.2 of the RFP Document, Stipulated Criteria stands modified as:

The bid under this RFP will be considered only from those bidders who meet minimum eligibility criteria stipulated hereunder. If the bidder is a single specified entity, the stipulated criteria shall be fulfilled by the bidder itself or through its Affiliate or Parent or Subsidiary. If the bidder is a consortium or joint venture, the stipulated criteria shall be fulfilled by any member of the consortium by itself or through its Affiliate or Parent or Subsidiary, ~~wherein the equity share of that member in the SPV shall be not less than 26% (Twenty Six percent)~~. In case of consortium, the bidder will be considered to have met the stipulated criteria only if the condition for consortium specified against each criterion is fulfilled.

2. Clause 4.3 of the RFP Document, Stipulated Criteria stands modified as:

	Stipulated Criteria	Conditions for Consortium	Supporting Document to be submitted
(A)	Technical Capacity:		
	<p>For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder;</p> <p>(i) shall be in continuous existence for minimum 3 (Three) years as on 1st April 2018 AND has been in operation since the last three financial years;</p> <p>AND</p> <p>(ii) shall have experience of design & development of at least one Waste to Energy Plant of minimum 1 MW in India or abroad in the period of past five years from the bid due date and the relevant plant is currently in operation;</p>	<p>The Lead Member shall meet this criterion.</p> <p>At least one member of the consortium (not being an individual) holding more than 26% (Twenty Six percent)</p>	<p>Copy of Certificate of Registration under relevant Act and certificate by Statutory Auditors in the format given in Annex-II of Appendix I.</p> <p>AND</p> <p>Copy of relevant Work Orders & Invoices OR Work completion Certificate/ satisfactory client Certificate or other evidence, certified by Statutory Auditors in the format given in Appendix VII.</p>

<p>OR successful operation of at least one Waste to Energy Plant of minimum 1 MW capacity for a minimum period of 1 year in India or abroad in the period of past five years from the bid due date and the relevant plant is currently in operation;</p>	<p>stake shall meet this criterion.</p>	

3. Clause 5.3 of the RFP document stands modified as

~~The Any~~ member of ~~a the~~ Consortium ~~meeting either Technical Capacity or Financial Capacity or both~~ could ~~only~~ be appointed as Lead Member of the Consortium and the Lead Bidder should be in existence from last 3 years. The nomination(s) of Lead Member shall be supported by a Power of Attorney, as per the format at Appendix – II A, signed by all the members of the Consortium;

4. Clause 5.4 of the RFP document stands modified as

The Lead Member and ~~a~~ Member of the Consortium meeting either Technical Capacity or Financial Capacity shall each have an equity share holding of at least 26% (Twenty Six percent) of the paid up and subscribed equity of the SPV in accordance with Clause 10.4 of this RFP. The other members of the Consortium shall be termed as “Other Members”;

5. Clause 6 of the RFP document, Key details Sl. No. 8 stands modified as

8	Completion period of the work and Commissioning of the Project	24 months from the completion of Conditions Precedent specified in Concession Agreement
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6. Clause 9 of the RFP document- Concession Period of the RFP document, stands modified as

The concession period is predetermined and fixed as 25 years from the date of commencement of commercial operation by the plant set up under the project, which shall be achieved within 2 years from the date of ~~Concession Agreement~~ **Condition Precedent**.

7. Clause 10.4 of the RFP document – Special Purpose Vehicle, stands modified as

In case the Selected Bidder is a Consortium, ~~each a~~ member of the Consortium, ~~whose experience are considered to meet Eligibility Criteria~~ **meeting either Technical Capacity or Financial Capacity** shall subscribe at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 2nd (Second) anniversary of the COD for member meeting technical criteria and until 1st (First) anniversary of the COD for member meeting financial criteria. The members of the Consortium along with their Affiliate or Parent or Subsidiary Company (whose technical or financial experience has been claimed for qualification) shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity of the SPV until the 1st anniversary of the COD. The Consortium members in proportion to their shareholding shall hold at least 51% (Fifty one per cent) of the subscribed and paid up equity share capital of the Project SPV until 10th (Tenth) anniversary of COD and thereafter 26% shareholding in the paid up equity capital during the remaining concession period. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under.

8. Clause 11.1.3 of RFP document stands modified as

To design and set up modern Waste to Energy plant at Project Site of minimum processing capacity of 300 TPD with proven technology of their choice. The selected Private Partner shall strive to achieve complete elimination of landfill requirement but in no circumstances, the landfill shall be more than 10% of waste received (~~including Construction & Demolition waste~~) at the Site (to be monitored on a monthly basis).

9. Clause 5.10 of DCA – Equity Lock in requirements stands modified as

The Concessionaire acknowledges that:

- (a) The Selected Bidder shall hold 100% shareholding in the paid-up equity capital of the Concessionaire until expiration of 1 year from COD, 51% shareholding in the paid up equity capital until expiration of 10 years from COD and thereafter 26% shareholding in the paid up equity capital during the remaining Concession period.

Provided that in case the Selected Bidder is a Consortium of entities, then the lead member (the “Lead Member”) of

such Consortium and a member of the Consortium, ~~meeting either Technical Capacity or Financial Capacity~~ ~~the member whose credentials were considered for prequalification for bid~~, shall have an equity share holding of at least 51% (fifty one percent) of the paid up Equity capital of the concessionaire and that all the members of the consortium together shall hold 100% equity capital of the Concessionaire, until expiry of 1 year from COD, 51% shareholding in the paid up equity capital until expiration of 10 years from COD and thereafter 26% shareholding in the paid up equity capital during the remaining Concession period.

Provided further that ~~a member of the Consortium meeting either Technical Capacity or Financial Capacity shall subscribe at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV, until 2nd (Second) anniversary of the COD for member meeting technical criteria and until 1st (First) anniversary of the COD for member meeting financial criteria.~~ ~~the consortium member meeting the financial eligibility during the bidding stage shall be required to maintain its equity holding till 1st anniversary of COD and the consortium member meeting the technical eligibility during bidding stage shall be required to maintain its equity holding till 2nd anniversary of COD.~~

10. Clause 5.7 of the Schedule 1 of the Concession Agreement stands modified as

The Processing Facility shall achieve COD within a period of 24 (twenty four) months from the date of ~~signing of concession agreement~~ ~~achieving Condition Precedent~~ . ~~The Sanitary Land Fill shall be mandatorily completed within the said period.~~ The Concessionaire shall submit monthly progress reports during the above period to PMU. ~~The Authority shall have right to not provide COD if Sanitoty Lanfill is not completed.~~”

11. Clause 6.2 of the Appendix –V : Joint Bidding Agreement of RFP document stands modified as

In case the Consortium is selected as the Selected Bidder, the ~~Lead Member and a Member of the Consortium meeting either Technical Capacity or Financial Capacity~~ ~~members of the Consortium 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 until 5th anniversary of COD.

12. Note 1 of the Appendix –VI : Technical Proposal of RFP document stands modified as

If the bidder is a single specified entity, the stipulated criteria shall be fulfilled by the bidder itself or through its Affiliate or Parent or Subsidiary. If the bidder is a consortium or joint venture, the stipulated criteria shall be fulfilled by any member of the consortium by itself or through its Affiliate or Parent or Subsidiary, wherein the equity share of that member in the SPV shall be ~~not less than 26% (Twenty Six percent).~~ ~~as specified in clause 5.4 of the RFP document.~~

13. Definitions – “Affiliate” in the RFP Document stands modified (to match the Definition of Affiliate given in the Draft Concession Agreement)

means, in relation to either Party, a person who is under significant influence of such Party (as used in this definition, the expression “significant influence” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 26% (twenty six per cent) of the total share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);