



## Kerala State Industrial Development Corporation Limited

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### CORRIGENDUM NOTICE FOR INTERNATIONAL COMPETITIVE e-BID

File No. KSIDC/TVM/3606/2019

Date:-July 4, 2019

**The Corrigendum with respect to the RFP for "Integrated Solid Waste Management with a Waste to Energy (WTE) Project of minimum 200 TPD Processing capacity each on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Kanjikode in Palakkad, Kureepuzha in Kollam district & Chelora in Kannur district in the State of Kerala under Public Private Partnership", raised during pre-bid meeting on June 21, 2019, at KSIDC Corporate Office, Keston Road, Kowdiar, Trivandrum (Tender Nos. KSIDC/W2E/6/2019, KSIDC/W2E/7/2019, KSIDC/W2E/8/2019 dated 06<sup>th</sup> June 2019)**

| S. No.                | RFP Ref | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP  |
|-----------------------|---------|---|--|
| <b>Waste to Watts</b> |         |   |  |
| 1.                    |         | EMD of Rs. 10000000/- (10 Million) is very high, considering that we have to fund the entire project.   | This was an inconsistency in the document. The EMD is Rs. 5000000 (5 Million) and the inconsistency in clause 6 of the RFP document stands revised to that effect. |
| 2.                    |         | We estimate the cost of the project to be 50 to 75 crores and with such high EMD, players who have potential of 1 mw and above to participate in the bidding process may shy away from the project. | Please refer to reply given for query no. 1.   |

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| 3.     |         | With such high investments for Capex and Opex we need to work out a viable alternate model than the BG.  | No change in RFP document   |
| 4.     |         | When you say PPP model, what will the role of the Kerala Govt be, in terms of funding.   | The Government of Kerala is proponent of the project and shall be responsible to pay tipping fee payment through KSIDC and also provide capital support as available under Swachh Bharat Mission (SBM) of Government of India   |
| 5.     |         | GAS and fertilizer generated should be owned solely by the company and we should have complete control over its sale as converting gas to electricity would not be a viable option.  | It is clarified that the project envisages processing of MSW to create any form of Energy. The responsibility of sale of the Energy created or any other byproduct obtained in the process, is with the Concessionaire.<br>No change in RFP document.                               |
| 6.     |         | What is the distance between the site and the secondary collection point, and who does the primary collection?   | Bidders shall carry out their own due diligence to identify the secondary collection points and design an optimal secondary collection system.<br>As clearly specified in the RFP document, the Primary collection is the responsibility of the participating LSGIs in the cluster. |
| 7.     |         | The land given for the project 7.05 acres will it be a single parcel or in pieces.   | The 7.05 acres of land parcel at Kureepuzha in Kollam is a single parcel of land.   |
| 8.     |         | Who will bear the CAPEX & OPEX costs for the landfill for the rejects (10%) and will that have to be handled in the project site?  | The Concessionaire shall be responsible for arranging finances for meeting the CAPEX and OPEX costs for the landfill.   |
| 9.     |         | In case LSGI fails to assure the minimum assured quantity, 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. -<br><b>This is not justified, they should at least pay penalty @ 80% of Tipping Fee, because out of</b> | No change in RFP document   |

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|  |         | <b>monthly income @ 80% amount will go as fixed expenses ( in the form of O&amp;M, Capital &amp; Interest Repayment</b>  |  |
| 10.                                    |         | Item No. 32.13 Page No. 33 – Marks / Weightage given is zero if the average energy produced is less than 30000 kWh/day. - <b>On the quaternary, minimum qualification asked for having 1 MW Plant which can produce max. 24000 units per day</b>   | No change in the weightage for technical evaluation .  |
| 11.                                    |         | The SPV shall furnish the Performance Security of INR.100,000,000/- (Indian Rupees Hundred Million), which is more particularly described in the Draft Concession Agreement, by way of Bank Guarantee in the manner and form specified in the Draft Concession Agreement, within 45 (forty five) days of acceptance of LOI, till the COD. Post COD, the Performance Security shall be reduced to INR. 50,000,000 (Indian Rupees Fifty Million only) till the end of Concession Period or till the Termination Date, as the case may be. – <b>It means, we are going to lose a lot of money in the form of interest to the bank. This may badly effect on our commercial viability of the project. On the quaternary, they can put similar penalty clause for non-processing the wastes</b> | The Clause is revised as:<br>The SPV shall furnish the Performance Security of INR. 50,000,000/- (Indian Rupees Fifty Million), which is more particularly described in the Draft Concession Agreement, by way of Bank Guarantee in the manner and form specified in the Draft Concession Agreement, within 45 (forty five) days of acceptance of LOI, till the COD. Post COD, the Performance Security shall be reduced to INR. 25,000,000 (Indian Rupees Twenty Five Million only) till the end of Concession Period or till the Termination Date, as the case may be. |
| <b>Capital Engineering Consultancy</b> |         |  |  |
| 12.                                    |         | Contact details of Waste collection agencies of the proposed locations.  | The concerned LSGI shall be responsible for primary (door to door) collection of waste.  |
| 13.                                    |         | Minimum Waste collection qty at the proposed locations.  | The minimum waste for all 3 projects is 200 TPD each.  |
| 14.                                    |         | Present arrangement of waste collection at the proposed locations.   | Please refer to attached site due diligence report.  |
| <b>Rapid Transit Pvt. Ltd.</b>         |         |  |  |

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| 15.    |         | <p>Is the project site (land parcel) is identified? If so any feasibility study carried out by the Authority to check its suitability in respect of it meeting the requirement under the various state and central laws.</p> <p>a. If no feasibility study is conducted, then will the authority indemnify the selected bidder if they fail to procure the regulatory approval for want of appropriate site characteristics? (Developer shall remain responsible for adherence of laws in respect to design, development and operation of plant &amp; machinery but not of the project site characteristics.</p>  | <p>Yes, KSIDC has conducted a detailed site assessment and the report is upprovided as part of the Bidding docuemnts</p> <p>KSIDC shall assist the Concessionaire in obtaining various state &amp; central clearence.</p> |
| 16.    |         | <p>Clause 11.1.3: The quantum of landfill depends on the character of the waste generated from the towns on which the developer shall have no control. Has the authority undertaken any study to evaluate undertaken any study to evaluate the nature of solid wastes generated from the town viz. % of recyclable wastes, plastic waste, landfills etc., to arrive at the specified threshold of 10%? If not what assistance the authority will offer to developer to implement suitable practices by local public so that large quantum of landfills are not generated. Further the authority should exempt the developer from any overspill in the landfill due to the nature of waste generated in the project area which is beyond the control of developer.</p> | <p>Please refer to the attached site assessment report.</p>   |
| 17.    |         | <p>Payment of tipping fee: What is the maximum guaranteed time limit by the authority to pay the tipping fee to developer? It has been experienced that there happens considerable delay in release of payment by Govt agencies which in turn put the developer and</p>   | <p>Please refer Article 9 of Draft Concession Agreement wherein Payment to the Concessionaire has been secured effectively.</p>   |

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|  |         | the project in disadvantage. It is therefore requested that the authority may make an arrangement with a scheduled bank to discount the bills of the developer at par within a maximum of 30 days from date of submission of bills.  |  |
| 18.                                      |         | Steering committee for secondary collection. Since multiple LSGIs are involved it will be practically impossible for developer to co-ordinate with different stakeholder in designing the secondary collection circuits. It is therefore requested that the authority may nominate an apex body with appropriate representation which will be the sole point of contract for developer and deciding authority for all the secondary collection network related matter.   | PMU shall be nodal body in procuring such approval in consultation with LSGIs.   |
| <b>Al Bucherri General Transport Est</b> |         |  |  |
| 19.                                      |         | Waste separation is precondition for the WTE incineration. Due to the segregation difficulties that may find during the operation of the services will have high organic waste composition and moisture content, which results in lower heat values, low incineration efficiency and the production of secondary pollution such as dioxins. What will be the record available if a study on the same has been conducted by the authorities whilst proposing the project. Is there any waste classification promoted through recycling? | The Concessionaire shall be free to decide on technology and the waste collection processes thereon for the project. Segregated waste collection is what the Authority also proposes but the Concessionaire shall also provide segregated bins at the secondary collection points. The level and type of segregation is the concessionaire's call. |
| 20.                                      |         | What are the support of the KSIDC or the Govt. to improve through campaigns that emphasize the moral obligations of citizens to separate household wastes. The Govt. should promote waste separation through marketing operations, to encourage more enterprises to engage in waste separation and to encourage more   | Please refer Article 7 of Draft Concession Agreement for Obligations of the Authority and PLBs. Govt and KSIDC is already undertaking various public awareness campaign aimed at this.   |

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|        |         | enterprises to engage in waste separation, recycling and reuse.   |   |
| 21.    |         | In consideration with the high moisture content of MSW, is it necessary to be pre treated prior to WTE incineration?  | The Concessionaire shall be free to decide on technology and processes for the project, subject to SPCB and CPCB norms and MSW management rules, 2016.  |
| 22.    |         | Will it be acceptable to include mechanical-biological treatment to reduce the erosion of WTE facilities which will apparently improve the efficiency of energy production?   | Yes, mechanical-biological treatment of biodegradable waste is acceptable. The Concessionaire shall be free to decide on technology and processes thereon for the project, subject to SPCB and CPCB norms and MSW management rules, 2016.   |
| 23.    |         | Is there any restriction that we should adopt domestic campaigns in WTE technologies if available within the Country. Alternatively, will it be allowed to import without any customs duties?                                 | Concessionaire shall be free to adopt any technology from any part of the world after considering all GoI concessions/ duties for the subject project. The Authority shall provide all assistance in getting all approvals from central and state government in this regard.  |
| 24.    |         | Is there any Supervisory authorities to guide and standardize the WTE market  | The WTE market in India is governed by MSW Management Rules, 2016 issued by Central Public Health & Environment Engineering Organisation (CPHEEO), Ministry of Housing and Urban Affairs, Government of India. The link for the same is <a href="http://cpheeo.gov.in/cms/manual-on-municipal-solid-waste-management-2016.php">http://cpheeo.gov.in/cms/manual-on-municipal-solid-waste-management-2016.php</a> |
| 25.    |         | The project is for a period of 25 years and the PCB's etc. will have variation in their concession period. If the standards varies and the requirement may result additional cost, will it be compensated by the authorities? | Please see Article 13 of Draft Concession Agreement for Change in Law.  |
| 26.    |         | Is there any existing practices of Waste management in the areas under Tender. If so please provide details of  | Please refer to the attached site assessment report   |

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|        |         | waste management records available with the authorities.   |  |
| 27.    |         | Is there any control over medical waste in the areas under the Tender or do they mix the same with the proposed plant.   | No Bio medical waste is to treated in this project. Bio Medical Waste are treated separately under Bio Medical Waste Management Rules 2016 of Government of India.   |
| 28.    |         | What are the clear legal responsibility for ensuring that WTE incineration enterprises meet acceptable standards for pollutant emissions, hold officials accountable for substandard pollutant emissions.  | The State Pollution Control Board shall provide approvals and revise the same on time to time basis for ensuring the same. Please refer to the KSPCB & CPCB norms and guidelines for setting and operating up WtE plants.  |
| 29.    |         | Please identify the national standards of emissions such as control of flue gas.   | The same is provided in the MSW Management Rules, 2016.  |
| 30.    |         | Is there any public hearing already taken place in the areas proposed for the support of installation of plants, Operation of services, Govt. protection for the operations in case of any protest from the public in establishing such plants etc.  | The Site has been selected by State Government in consultation with LSGIs participating in the tender. Stake holder meeting was done at the district collectorates as part of this. More stakeholders meetings will be organised as and when required. Further, a Public hearing process shall be undertaken as part of environment clearance, if such an environmental clearance is required for the project. |
| 31.    |         | Is there any condition that the Operating Company has to employ certain percentage of employees for the employment from the areas specified.   | No such obligations envisaged for the project  |
| 32.    |         | Will the Govt. authorities provide awareness programmes to the public to ensure Environmental protection and their concern for safety should be made public and be demonstrated. It should be on an ongoing basis which will help the public about MSW treatment related knowledge which will help gradually that MSW incineration is harmless. Govt. should regularly publish | Govt and KSIDC is already undertaking various public awareness campaign aimed at this. Govt., along with the concessionaire will continue such public awareness campaigns aimed at disbursing information about the project to the public . RFP Conditions remains unchanged.  |

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|                              |   | user-friendly information and establish operational guidelines, policies and regulations for urban public utilities.  |   |
| 33.                          |   | Is there any other waste management practices such as Compost plant, bio-remediation etc. acceptable to the authorities in consideration with the agricultural waste and household waste which will be produced in the rural areas.   | The RFP prescribes any technology for MSW only. Agriculture Waste is not acceptable in the Plant.   |
| <b>ResPublica Consulting</b> |   |   |   |
| 34.                          | Page no. 17 under Section B project details and scope of the project (PDS), Point No. 8.6 | <p>The income of the SPV from the project will be the monthly payable Tipping fee, power Charges for the net exportable power generated at the tariff, as approved by KSERC and the income from sale of all by-products, the details of which are elaborated in the Draft Concession Agreement.<br/>We request you to provide the current power tariff.</p> <p>There is Scheme from MoPNG (Ministry of Petroleum and Natural Gas) under SATAT (Sustainable Alternative towards Affordable Transportation) wherein CBG generation (Compressed biogas generation) from the MSW plant shall be off take by OMCs (Oil Marketing Companies), we hope the same shall be considered.</p> | <p>The current power tariff for other project would not help in any assumption for power tariff as KSERC will provide power tariff based on detailed costing submitted by the proposer.</p> <p>The option of CBG generation from MSW plant and their sale to OMCs is permitted, subject to the concessionaire meeting all the statutory and mandatory norms prescribed by the relevant Government agencies.</p> |
| 35.                          | Tender Document Page no 13 and Page no. 40  | <p>On pg. 13 it mentions 1 Cr. (10 Million) as EMD amount whereas on pg. 40 (Letter comprising bid) it mentions to be 50 lakhs.<br/>Please confirm the EMD amount</p>   | Please refer to reply given for query no. 1.  |
| 36.                          | Clause 7.2 (b) page number 46   | It says "handover to the Concessionaire within 20 (Twenty) months of the date of signing of Concession Agreement, the existing infrastructure of secondary  | Please see Site Assessment Report for existing infrastructure at the site.  |



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|        | of agreement | collection points on an 'as is where is' basis, if any;<br><br>Please confirm the List of existing infrastructure that includes descriptions of vehicles, their condition after two years as operations will be started after two years i.e post COD.                                 |  |
| 37.    |              | Is there any support/assistance available to avail VGF under SBM.   | Please refer to clause 9.2 of the DCA  |
| 38.    |              | Would Corporation provide electricity and water supply to the site during construction and O&M  | No. The same is required to be arranged by Concessionaire.   |
| 39.    |              | As authority has limiting disposal of waste towards sanitary landfill facility up to 10% only, so for evaluating the waste and recovery option we request authority to provide MSW Characterization report.   | Refer to the Site Assessment Report.   |
| 40.    |              | Requesting authority to provide soil investigation report along with plot layout & contour plan.  | Refer to the Site Assessment Report.   |
| 41.    |              | Requesting authority that provided land should free of any encumbrances and shall be by all-weather motorable roads.  | The Authority has already ensured the same under clause 2.6.1 of the RFP document.   |
| 42.    |              | Please clarify whether Processing & Landfill Sites are in vicinity to each other? If not, what is the distance?   | Refer to the Site Assessment Report.   |
| 43.    |              | Area proposed for landfill site to meet future requirements?  | Yes.   |
| 44.    |              | Is the technology locked, only gasifiers are encouraged?  | No. The Concessionaire shall be adopt any technology subject to meeting all obligations.   |
| 45.    |              | How about Biomethonation, along with RDF or plastic recycling system/Unit? Biomethonation is the technology of the future in the circular economy being promoted globally as it does not disrupt the rag pickers or recyclers which the thermal does and is environmentally friendly? | Biomethonation as a technology is acceptable to us as long as the gas is converted into power means completely exhausted with no dependency. |

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| <b>Energim FZCO</b>                   |   |   |  |
| 46.                                   |   | Our firm Energim FZCO and our India subsidiary are both less than 3 years old.  | RFP Conditions remain unchanged.   |
| 47.                                   |   | We are into Design, Build, Own and Operate Biogas/Gasification Plants.. the collection and transportation is not in our scope and we prefer to operate the plant using the waste dumped in the landfill                     | RFP Conditions remain unchanged.   |
| 48.                                   |   | 200TPD is the minimum, however our optimum size for 25MW would be 400TPD. Would there be a possibility to get the optimal waste at these markets on a continuous basis all year round.                                      | RFP Conditions remain unchanged.   |
| <b>4R Recycling Private Limited</b>   |   |   |  |
| 49.                                   |   | Since Power uploading to the KSEB grid is the main or primary source of revenue we would like to know the rate at which KSEB will buy this. Have they published any rate as on today.                                       | The current power tariff for other project would not help in any assumption for power tariff as KSERC will provide power tariff based on detailed costing submitted by the proposer. |
| 50.                                   |   | Whether this project will get any preferential rate contract from KSEB.   | No   |
| 51.                                   |   | Will KSIDC or Kerala Govt extend support to negotiate and finalise this Rate contract with KSEB.  | KSIDC shall provide all support for the same. This is a Regulatory Commission matter.  |
| 52.                                   |   | Will there be any need to absorb or integrate the existing waste collection resources (mainly manpower) run by respective Municipalities/Panchayat to this project.   | None. RFP Conditions remain unchanged.   |
| <b>Ramky Enviro Engineers Limited</b> |   |   |  |
| 53.                                   | Schedules to concession agreement, Schedule 1, Cl: 3.6, Pg: 5 of 50 | The land for setup of Transfer Station, upon request of the Concessionaire, may be provided, if available, by the PMU/ KSIDC in accordance with Land Lease Agreement within 30 days of signing of the Concession Agreement. | RFP Conditions remain unchanged.   |

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|        |  | <p>The wordings are rephrased as below:<br/>           “The land for setup of Transfer Station, upon request of the Concessionaire, Shall be provided, by the PMU/ KSIDC in accordance with Land Lease Agreement within 30 days of signing of the Concession Agreement.”</p>   |   |
| 54.    | Schedules to concession agreement, Schedule 1, Cl: 5.5, Pg: 8 of 50  | <p>Water Requirement</p> <p>We request you to provide electricity also within the premises</p>   | Please refer to the Site Assessment Report. The details of nearest Power source is given. It is the responsibility of the concessionaire to arrange power and water to the WtE plant. |
| 55.    | Schedules to concession agreement, Schedule 1, Cl: 5.9, Pg: 9 of 50  | <p>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 of 10% (ten percent) of input waste quantity.</p> <p>Pls provide waste characterization report to assess the rejects quantity</p>  | Please refer to the Site Assessment Report.   |
| 56.    | Schedules to concession agreement, Schedule 1, Cl: 5.10, Pg: 9 of 50 | <p>All non-biodegradable waste viz. Plastic, Metal, Glass, Electronics &amp; Other items are to be segregated and sold to re-processors/ recyclers/ Govt. authorized agencies or recycled/ reprocessed through recycling/ reprocessing facilities directly or indirectly within the allotted site and appropriate/retain the whole of the sale proceeds. Other wastes such as Rubber, Tyres, Upholstery, Bags etc. may be sold to cement or other factories as energy source.</p> <p>Pls. clarify in case of non-availability of vendors for</p> | Not accepted, RFP Conditions remain unchanged.  |

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|        |  | buying the non-biodegradable waste & other wastes the same shall be sent to landfill in which case the rejects may increase beyond 10%   |  |
| 57.    | Schedules to concession agreement, Schedule 2, Cl: 6, Pg: 12 of 50 | Penalties & Damages - Inert/ Residual waste greater than 5% sent to landfill<br>As per schedule 1, Cl: 5.9, Pg: 9 of 50, the Inert/ Residual waste shall be upto 10%. Pls clarify.   | Inconsistency in the document corrected. The Penalty & Damages clause (Schedule 2, Cl:6, pg:12 of50) in the Schedules to concession agreement, stands revised as “Inert/Residual waste greater than 10% are sent to landfill”. |
| 58.    | RFP Vol. I, Section B, Cl: 8.2, Pg: 17 of 65                       | The Palakkad Cluster comprises of the following participating LSGIs, a detailed site topographic study with various geographical features, environmental features, soil investigation, component positioning is provided with area map and site & catchment area details thereof are given in Annexure VIII.<br>Pls. provide the mentioned drawings along with Annexure VIII   | Refer to the Site Assessment Report.   |
| 59.    | RFP Vol. I, Section B, Cl: 11.1.3, Pg: 19 of 65                    | To design and set up modern Waste to Energy plant at Project Site of minimum processing capacity of 200 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 at the Site (to be monitored on a monthly basis).<br>Pls provide waste characterization report to determine the capacity of WTE plant & processing plant & also to derive the quantity of waste to be sent to landfill. | Refer to the Site Assessment Report.   |
| 60.    | RFP Vol. I, Cl:3.1, Pg: 9 of 65                                    | Integrated Solid Waste Management with a Waste to Energy Plant of minimum processing capacity of 200 TPD.  | The Project capacity has been provided as 200 TPD not capacity of WTE Plant. RFP Conditions remains unchanged.   |

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|        |                                      | Pls note that the processing capacity of Integrated Solid Waste Management project & the capacity of the WTE plant can't be same i.e 200TPD (The inert, bio degradable wastes & moisture which is a considerable portion of MSW are to be removed before sending as a fuel to WTE).  |  |
| 61.    | RFP Vol. I, Cl: 6, 11, Pg: 13 of 65  | Site visit<br>We request you to arrange site visit on 22nd, 23rd & 24th June 2019 for all the 3 sites  | Bidders are free to visit the site as and when needed. No formal site visit is planned . Local LSGI and the Authority may be informed in advance if any support is required. |
| 62.    | RFP Key Dates Pg. 14                 | Formation of SPV and submission of performance security by SPV - Formation of SPV Within 30 (Thirty) days and submission of performance security within 45 (Forty Five) days from acceptance of LOI<br>We request the authority to provide minimum 45 days for incorporating the SPV and submission of the Performance Bank Guarantee.   | RFP Conditions remain unchanged.   |
| 63.    | RFP Project Background 8.3 Page # 16 | The scope of the Private Partner include the secondary collection, segregation, transportation and processing of solid waste generated in the cluster using an appropriate technology ,which is more particularly described in the Concession Agreement. In the process, the private partner shall collect, segregate the waste collected and all recyclables like metal, glass, plastics etc. are either sold to the recycling industry or recycled or re processed through re cycling/ re processing facilities directly or indirectly with in the allotted site. Such activity shall be at the risk and cost of the bidder and they may retain all income from such activity. Please clarify whether the Door to Door collection and transportation is part of this scope of work or not. | Door to Door collection is responsibility of the participating LSGI in the cluster.  |

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|--------------------|---|---|--|---------|-------------------|--------------------|-------------------------------|----------|-------------------|------------|---------------------|
| 64.                | RFP<br>Scope of Work<br>11.1.3<br>Pg. 18        | 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). According to MSW rules, 2016 about 15 – 20 % of the total waste lifted can be disposed as Inerts at landfills. We request the authority to remove the restricted cap of 10% for disposal of Inerts. We strive to achieve authorities' vision of elimination of landfills but need time to implement our IEC strategy along with citizen & authority participation. | RFP Conditions remain unchanged.   |         |                   |                    |                               |          |                   |            |                     |
| 65.                | RFP<br>Conditions for Bidding<br>15.3<br>Pg. 21 | KSIDC intends to develop 7 (Seven) Waste to Energy Projects in Kerala and competitive bidding for the same shall be conducted in next 3-6 months. A Bidder or a consortium with same lead bidder can participate in any number of bids; but only a maximum of 3 projects will be awarded. The choice of three preferred sites will be left to the Bidder who quotes the lowest. Please provide the details of the project, which KSIDC to intent to finalize.<br>(i) Expected locations of the proposed projects<br>(ii) Tonnage of the proposed projects   | <p>The 7 WtE projects are in Kozhikode, Kannur, Palakkad Thrissur, Malappuram, Kollam and Thiruvananthapuram. The project for Kozhikode (300 TPD) has been successfully bided out. The projects for Kollam,Palakkad and Kannur (all 200 TPD) are under bidding process. The project for Thiruvananthapuram (300 TPD), Thrissur (200 TPD) and Malappuram (200 TPD) will be bided out soon.</p> <table border="1" data-bbox="1230 1110 1934 1300"> <thead> <tr> <th data-bbox="1230 1110 1577 1149">Project</th> <th data-bbox="1577 1110 1934 1149">Expected Location</th> </tr> </thead> <tbody> <tr> <td data-bbox="1230 1149 1577 1219">Thiruvananthapuram</td> <td data-bbox="1577 1149 1934 1219">15 acres land at Peringammala</td> </tr> <tr> <td data-bbox="1230 1219 1577 1258">Thrissur</td> <td data-bbox="1577 1219 1934 1258">11 acres at Lalur</td> </tr> <tr> <td data-bbox="1230 1258 1577 1300">Malappuram</td> <td data-bbox="1577 1258 1934 1300">6 acres at Panakkad</td> </tr> </tbody> </table> | Project | Expected Location | Thiruvananthapuram | 15 acres land at Peringammala | Thrissur | 11 acres at Lalur | Malappuram | 6 acres at Panakkad |
| Project            | Expected Location                               |   |  |         |                   |                    |                               |          |                   |            |                     |
| Thiruvananthapuram | 15 acres land at Peringammala                   |   |  |         |                   |                    |                               |          |                   |            |                     |
| Thrissur           | 11 acres at Lalur                               |   |  |         |                   |                    |                               |          |                   |            |                     |
| Malappuram         | 6 acres at Panakkad                             |   |  |         |                   |                    |                               |          |                   |            |                     |
| 66.                | RFP<br>Award of the                             | The SPV shall furnish the Performance Security of INR.100,000,000/- (Indian Rupees Hundred Million),  | <i>Please see the reply given to query no. 11.</i>   |         |                   |                    |                               |          |                   |            |                     |

| S. No. | RFP Ref                                  | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP   |
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|        | project<br>35.3<br>Pg. 35                | which is more particularly described in the Draft Concession Agreement, by way of Bank Guarantee in the manner and form specified in the Draft Concession Agreement, within 45 (forty five) days of acceptance of LOI, till the COD. Post COD, the Performance Security shall be reduced to INR. 50,000,000 (Indian Rupees Fifty Million only) till the end of Concession Period or till the Termination Date, as the case may be. The performance security sought under this project is very high and unreasonable. We request the authority to reduce the performance security, which will unnecessarily increase the project costing etc. We request the authority to give realistic contractual clauses. |   |
| 67.    | DCA<br>Definitions<br>1.1.108<br>Pg. 19  | Tests” means the tests to be carried out by the Concessionaire at its cost, in the presence of PMU as may be required for getting Statutory clearances / Approval or asked by PMU in respect of the Processing Facility and SLF to ensure that the same confirms to the requirements as per Good Industry Practice and Applicable Law or Applicable Approvals; Please mention the types of test to be conducted.<br>i) Frequency of tests<br>ii) Maximum Costs associated with tests   | RFP Conditions remain unchanged. These would be determined based on type of tests and as agreed mutually between the Parties.               |
| 68.    | DCA<br>Article 2 :<br>2.6.5(C)<br>PG. 29 | In the event the Conditions Precedent for the Authority / PLBs has not been satisfied within the stipulated time, then the Concessionaire shall have the option to either: (i) mutually extend the time period for satisfaction of the Conditions Precedent for the Authority / PLBs or (ii) terminate this Agreement. In the event of termination, the Authority shall pay to the   | Issue of a show cause notice giving time to fix the underlying cause is part of the termination procedure. RFP Conditions remain unchanged. |

| S. No. | RFP Ref                       | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP   |
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|        |                               | <p>Concessionaire, reasonable development costs, Before preceding the termination procedure, the authority should serve the show cause notice, granting the concessionaire sufficient time to fix the underlying cause.</p> <p>Further any dispute that cannot be solved mutually should follow the arbitration procedure set out in Article 17 of the draft concession agreement.</p> <p>Issue of a termination notice without any show cause or arbitration procedure is a serious threat and unbiased contractual term. We request the authority to delete the subjective wording from the sentence.</p> |   |
| 69.    | DCA Article 2 2.6.5(C) PG. 29 | <p>For the purpose of this clause the term “Development Cost” shall mean the reasonable cost (if any) incurred by the Concessionaire and as determined in terms above in relation to and limited to any physical development of the project site;</p> <p>The definition of “Reasonable cost” will be different from person to person.</p> <p>To avoid such confusions, development costs should mean all costs incurred by the concessionaire for this project.</p>   | <p>RFP Conditions remain unchanged.</p> <p>It is clarified that the development cost would mean any direct cost paid to third party for conducting detailed examination of business, site and any other feature directly required for the project preparation/ approval only.</p> |
| 70.    | DCA Article 3 3.1 Pg. 30      | <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 on an as-is- where-is basis, free from all Encumbrances, for the purpose of implementing the Project.</p> <p>As land for any project is an absolute necessity. We</p>  | <p>The handing over of the Site ia a Condition Precedent on the part of Authority. Please see the clauses 2.6.1 and 3.1 of the RFP document.</p>  |



| S. No. | RFP Ref                                     | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP   |
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|        |   | request the authority to include the handover of sites as a mandate and to be included in the Conditions Precedent for the authority.   |   |
| 71.    | DCA<br>Article 4<br>Project Management Unit | <p>The Authority shall appoint project level Project Management Unit comprising of a Project Manager and experts from relevant fields. There shall also be a representative of Concessionaire in the Project Management Unit. There shall be an Apex Project Management Unit at State Level constituted by the Authority.</p> <p>The Project Management Unit should take decisions on unbiased way in the interest of the project implementation. To avoid this we suggest the authority to appoint an impartial medium such as an Independent Engineer by the way of open tendering, to protect the sanctity of the project.</p>   | <p>RFP Conditions remain unchanged.</p> <p>PMU may appoint an Independent Engineer if required for the Project.</p> |
| 72.    | DCA<br>Article 5<br>5.1 (d)<br>Pg. 35       | <p>The decision of the Authority as to any breach/ delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Concessionaire and the Concessionaire specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by the PLBs under this Concession Agreement is required to be provided in connection with any demand made by the PLBs to recover such compensation through appropriation of the relevant amounts from the Performance Security under this Agreement.</p> <p>This is an unacceptable clause. The whole purpose of appointing an IE / PMU is to act an impartial medium &amp; to provide fair judgements.</p> | RFP Conditions remain unchanged.  |

| S. No. | RFP Ref   | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP  |
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|        |   | <p>Having a clause that says the authority's decisions final defeats the whole purpose of appointing an IE/PMU is a unfair to the concessionaire.</p> <p>In any case the decisions made by the PMU/IE should be considered final &amp; binding.</p>  |  |
| 73.    | <p>DCA<br/>Article 5<br/>5.1 (f)<br/>Pg. 35</p> | <p>Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall subject to the Authority's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.</p> <p>Please mention the timeline for discharge the Performance security after termination</p>   | <p>It is clarified that, if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall subject to the Authority's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire within 120 days.</p> |
| 74.    | <p>DCA<br/>Article 5<br/>5.9 (c)<br/>Pg.41</p>  | <p>The Concessionaire shall ensure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of termination. For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 30 (thirty) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the covenant shall expressly provide for such eventuality.</p> <p>The Wording of "In Its Sole Discretion" should be deleted from the subjective sentence.</p> | <p>RFP Conditions remain unchanged.</p>  |
| 75.    | <p>DCA<br/>Article 7<br/>7.1 (A)</p>            | <p>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</p>  | <p>RFP Conditions remain unchanged.It is clarified that collection of solid waste is within the project area only.</p>   |

| S. No. | RFP Ref                             | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP               |
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|        | Pg. 45                              | <p>(optional), Processing Facility and Sanitary Landfill for scientific management of Solid Waste;<br/> Waste from the identified secondary collection points will be collected in the jurisdiction of the project area only and as specified by the authority.<br/> The standard criteria for quoting the tipping fee is doing an extensive financial modeling of all the expenses involved, including cost for diesel consumption based on vehicle distance travelled. In our calculation we assume that the maximum distances vehicles have to travel are within the project area itself. Asking the concessionaire to collect waste from outside the project area defeats the whole purpose of having a boundary specifying the project area &amp; burdens the concessionaire with excess expenses.<br/> We, request the authority to remove the clause “outside project are” &amp; assure us that waste will have to be collected within the boundaries of the project area only.</p> |   |
| 76.    | DCA<br>Article 8<br>8.2.3<br>Pg. 50 | <p>In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the PMU/ Authority shall be entitled to recover Damages from the Concessionaire at the rate of 0.1% (Zero point One percentage) of Performance Security for each day of delay beyond the period specified for rectification of such defect or deficiency by the PMU/ Authority.<br/> Penalties of Rs. 10 lakhs per day without giving the concessionaire any time to rectify to underlying cause for concern is a major threat to the commercial viability of this project.</p>  | RFP Conditions remain unchanged. Reasonable time shall always be given in such cases. |

| S. No. | RFP Ref                    | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP |
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|        |                            | We request the authority to invoke recovery of damages from the concessionaire only after giving the concessionaire a reasonable amount of time to cure the defects / deficiencies according to the authority's satisfaction affecting project operations.   |   |
| 77.    | DCA Article 9 9.1.4 Pg. 52 | <p>The Tipping Fee shall be varied each year in the month of April (FY) in proportion to change in Consumer Price Index, issued by Ministry of Statistics and Program Implementation, Govt of India.</p> <p>We request the authority to amend the Annual Escalation and applicability on quarterly basis instead of Annually because in recent times all the wholesale price index are frequently changing and effecting the project cost and expenses.</p> <p>Also the percentage of all the cost factors of the tipping fee should be revised and amended as follows which will have a better applicability as our experience in various C&amp;T Project.</p> <ul style="list-style-type: none"> <li>a. 30% for Manpower / Wages</li> <li>b. 40% for Diesel / Fuel</li> <li>c. 30% for other general cost factors</li> </ul> | Not acceptable. RFP Conditions remain unchanged.                        |
| 78.    | DCA Article 9 9.3.1 Pg. 53 | <p>Payment shall be made by Kerala State Electricity Board (KSEB) or any other power utility company of Government of Kerala on a tariff approved by Kerala State Electricity Regulatory Commission (KSERC) or revised tariff from time to time, for the number of units generated and made available at Bus Bar of the Waste Processing Plant as per the Power Purchase Agreement ("PPA") signed between Concessionaire and KSEB.</p> <p>Please clarify that the power tariff prices for waste to energy in the state of Kerala and the authority should</p>  | KSIDC shall assist in seeking all approvals / clearnaces for the PPA.   |

| S. No. | RFP Ref   | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP  |
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|        |   | <p>guarantee that the power tariff of electricity should not be lesser than the rates at which the government provides electricity to its citizens.</p> <p>What would be the role of KSIDCL in getting the power purchase agreement.</p>  |  |
| 79.    | <p>DCA<br/>Article 12<br/>12.3.1<br/>Pg. 65</p> | <p>In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall have the option to revoke the Suspension and restore the rights of the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.</p> <p>The purpose of a suspension is to give the suspended party enough time to access &amp; rectify its shortcomings with respect to the operation of the project.</p> <p>Suspension should be a warning to improve the concessionaire's performance.</p> <p>If the underlying cause of suspension has been rectified satisfactorily by the suspended party, the whole purpose of suspension has been fulfilled.</p> <p>By not accepting the changes to the underlying causes of suspension sets a dangerous precedent that the agreement can be terminated at sole discretion of the authority, which is extremely unfair to the concessionaire.</p> | <p>RFP Conditions remain unchanged.</p>  |
| 80.    | <p>General</p>                                  | <p>Also, we would like to confirm that the evaluation of performance / suspension of duties of the concession will be performed &amp; executed by the PMU / IE only</p>   | <p>Evaluation of performance of the concession will be performed &amp; executed by the PMU but any suspension of duties shall be executed by the</p> |

| S. No. | RFP Ref                                      | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP |
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|        |  |   | Authority.  |
| 81.    | DCA<br>Article 13<br>13.1 (b)<br>Pg. 67 ZAZA | <p>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”), the aggregate financial effect of which exceeds Rs.1, 00, 00,000/- (Rupees. One Crore) 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>This is clause is absolutely unacceptable.</p> <p>The concessionaire has quoted his tipping fee by taking into consideration the present rates and the laws in effect at that time of submitting the document.</p> <p>The concessionaire holds no responsibility / Knowledge with respect to the laws the honorable Supreme court may choose to enforce in the 25 year long concession period.</p> <p>We, request the authority to reimburse all costs incurred by the concessionaire in the case of “Change in Law” for that respective concession year &amp; not only</p> | RFP Conditions remain unchanged.  |

| S. No. | RFP Ref                                 | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP |
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|        |   | if the financial burden exceeds Rs. 1 Cr.   |   |
| 82.    | DCA<br>Article 13<br>13.1 (d)<br>Pg. 68 | <p>Provided that if no agreement is reached in respect of aforesaid remedial measure to cure the adverse effect of Change in Law within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount equivalent to 50% of Additional Cost as determined/ certified by the Authority based on the facts and circumstances and verification of information submitted by the Concessionaire. For the avoidance of doubt, it is agreed that this Article 13.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement</p> <p>An agreement by definition requires a mutual understanding between two parties.</p> <p>The concessionaire will most likely be the affected party in the event of "Change In Law" &amp; cannot be expected to pay further damages in addition to the existing loss it may have already incurred.</p> <p>Additionally, any damages incurred by the authority, should be evaluated &amp; vetted by the PMU/IE first.</p> <p>The authority by taking the final stance on most of the terms in this agreement, has taken away the duties &amp; responsibility from PMU / IE, &amp; has reduced the role of the PMU to that of an inspector of performance &amp; dispatcher of monthly fees.</p> <p>We urge the authority to let the PMU evaluate all project parameters.</p> <p>In case of a dispute/disagreement between the authority &amp; the concessionaire, the arbitration procedure set</p> | RFP Conditions remain unchanged.  |

| S. No. | RFP Ref                         | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP  |
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|        |                                 | forth in Article 17: Dispute Resolution should be followed.  |  |
| 83.    | DCA<br>Article 14.4.6<br>Pg. 73 | <p>Upon Termination of this Agreement on account of Authority Event of Default, the Concessionaire shall be entitled to receive back the Performance Security and also receive Termination Payment as specified below:</p> <p>(a) An amount equal to Debt Due and 110% of the Adjusted Equity;</p> <p>With all due respect, termination payment of debt due + 110% of the adjusted Equity, is not enough to recover all the capital spent on manpower, infrastructure, &amp; efforts invested in this project especially in the case of “Authorities Event of Default” where the concessionaire holds no say, role or responsibility.</p> <p>We request the authority to revise the termination payments during authorities’ event of default to 120 % of Book Value of the fixed + Movable assets for a fair compensation to the concessionaire for all invested capital &amp; efforts.</p> | RFP Conditions remain unchanged.   |
| 84.    | General                         | <p>Steps in handling excluded waste</p> <p>Definition as per the 1.1.43 in the DCA, tells that</p> <ul style="list-style-type: none"> <li>(i) DHW Waste</li> <li>(ii) C&amp;D Waste</li> <li>(iii) Bio Medical Waste</li> <li>(iv) Dead Remains</li> <li>(v) E waste</li> </ul> <p>Please mention the procedure in dealing with the following situations related to excluded waste</p> <p>1) In case the any part of the excluded waste is mixed with normal MSW waste given from Households /</p>   | If such situation arises, details of the bio medical waste, dead remains and e-waste shall be informed to LSGI immediately and handed over to them in next 4 hours. For all other wastes, direction of PMU shall be final and binding. |



| S. No. | RFP Ref   | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP |
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|        |   | <p>Commercial units.</p> <p>2) In case part of the excluded waste is encountered during providing the services under the scope of this contract.</p>  |   |
| 85.    | <p>Schedules<br/>Schedule 2:<br/>Service Level<br/>Benchmarks</p> | <p>Sir, the maximum permissible limits of Inerts sent to landfill is 15 – 20% according to the MSW rules of 2016.</p> <p>The required processing capability of 300 TPD &amp; 5MW Production capacity plant by the authority is not enough to treat 95% of all incoming waste, leaving only 5% to the Inerts. Especially in a country where proper segregation of waste is not fully being practiced by its citizens.</p>  | RFP Conditions remain unchanged.  |
| 86.    | <p>Schedules<br/>8 : Dispute<br/>Resolution</p>                   | <p>Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.</p> <p>Please mention</p> <p>(i) No of members in Arbitration</p> <p>(ii) Proposed composition of members in the arbitration committee.</p> <p>Suggested Composition of Arbitration committee</p> <p>3-member arbitration council:</p> | RFP Conditions remain unchanged.  |

| S. No. | RFP Ref  | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP  |
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|        |  | 1st member: Authorities representative<br>2nd member: Concessionaires Representative<br>3Rd member: Mutually appointed by the authority & concessionaire.   |  |
| 87.    | Schedules<br>Schedule 8:<br>Substitution<br>Agreement<br>9.7 : Survival      | All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.<br>This is unacceptable.<br>We propose that all obligations surviving the cancellation, expiration or termination of this Agreement be fulfilled by 3 years by either party.<br>Absolving either party of all obligations due to time limits is unfair, unjust, immoral & wrong. | RFP Conditions remain unchanged.   |
| 88.    | Schedules<br>Schedule 9:<br>Escrow<br>Agreement<br>1.4 : Escrow<br>Banks Fee | Escrow Bank's fee<br>9: The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.<br>Please clarify, out of whose O&M expenses (Authority or Concessionaire) the escrow banks fee will be appropriated.        | Escrow Bank's Fee shall be responsibility of the Concessionaire.   |
| 89.    | Schedules<br>Schedule 9:<br>Escrow<br>Agreement<br>3: Deposits into          | Deposits by the Concessionaire<br>3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:<br>all monies received in relation to the Project from any source, including the Senior Lenders, lenders of  | RFP Conditions remain unchanged. All project related funds are required to flow through Escrow Account to ensure transparency in project expenses. |

| S. No.                                 | RFP Ref   | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP  |
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|  | Escrow Account  | Subordinated Debt and the Authority;<br>all funds received by the Concessionaire from its share-holders, in any manner or form;<br>Unacceptable and it against the PPP Terms.<br>Kindly remove “all funds received by the Concessionaire from its share-holders, in any manner or form “                    |  |
| 90.                                    | DCA<br>Article 14:<br>14.3 Authority event of Default<br>Pg. 70 | General<br>Please add the following conditions to the “Authorities Event of Default “<br>Failure to comply with the “Authorities & PLB’s Obligation” set by authority in Article 7 of the DCA   | RFP Conditions remain unchanged.   |
| 91.                                    |   | Submission of Additional Queries<br>We request the authority to conduct the 2nd pre bid meeting as well from the due clarification to the above queries.  | No more pre bid meeting planned at this stage. Bidders may raise any additional queries if needed before 5 <sup>th</sup> July 2019, the same will be answered. |
| 92.                                    |   | Extension of Submission Date:<br>We request the authority to extent the submission date for further 3 weeks from the date of clarifications given to the queries submitted. This will help the prospect bidders to make initial survey of the proposed area in order to provide a competitive bids / prices | Bid Submission date extended to 30 <sup>th</sup> July 2019.  |
| 93.                                    |   | 200 TPD / Waste to Energy Plant<br>We request the authority to indicate how much capacity of waste to energy plant in MW to be established in the given 200 TPD   | The Concessionaire shall be free to establish Waste to Energy Plant for processing 200 TPD of MSW.   |
| <b>Zonta Infratech Private Limited</b> |   |   |  |
| 94.                                    | Vol I, Section B, Cl 8.1, Page 17<br>DCA- Article 2,            | For the financial viability of an ISWM / WtE Project, the most important criterion is to consider an economically viable plant size. From the database  | Refer to reply given for query no. 95  |

| S. No. | RFP Ref                | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP |
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|        | cl 2.2 (j), page no 25 | <p>available, it is noted that only the waste generation quantities at Thiruvananthapuram, Kochi and Kozhikode clusters are economical to developers for setting up ISWM projects while the quantities at other proposed locations are much smaller for the project development. It is estimated that Kannur cluster generate about 200 TPD of waste only vis-à-vis Thiruvananthapuram, Kochi and Kozhikode clusters estimated to generate more than 300 TPD. Moreover, the wastes generated in Kerala have higher organic and moisture contents resulting in lower calorific values. This requires appropriate technologies for the waste processing and disposal in an environmentally acceptable manner. Therefore, an alternate to conventional approach is essential for selecting the type of ISWM system for the disposal of wastes.</p> <p>Considering the quantities of waste generated in Kannur cluster, a dedicated WtE project, if implemented at Kannur would not be economically feasible. Instead, we recommend to install a segregation plant and a bio-methanation plant at Kannur and transfer the segregated dry incinerable wastes to the WtE plant being set up in Kozhikode for processing and disposal. The capacity of the proposed incineration based WtE plant at Kozhikode can be augmented for the additional quantity of incinerable dry waste transferred from Kannur cluster.</p> <p>The above concept will optimize the project configuration and also provides economically viable projects in the State of Kerala. Further, with the proposed configuration, the performance level of the</p> |   |

| S. No. | RFP Ref                          | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP                                    |
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|        |                                  | <p>processing plants in Kozhikode (Waste to Energy &amp; Bio-methanation) and Kannur (Bio-methanation) will be optimized and enhanced.</p> <p>As mentioned beside in clarification sought, the following changes are proposed in the Project Background and Scope:</p> <ul style="list-style-type: none"> <li>• Kozhikode WtE plant shall act as a Centralized Waste to Energy Plant for Kozhikode and Kannur clusters by suitably augmenting the proposed capacity to achieve incineration of dry waste components from Kannur.</li> <li>• Setting up of an Integrated Solid Waste Management facility to include 200 TPD capacity segregation plant and 100 TPD capacity Biomethanation plant and further O&amp;M for 25 years at Kannur. <ul style="list-style-type: none"> <li>o Setting up of Transfer station</li> <li>o Setting up of a Landfill facility for maximum 10% landfill quantity and further maintenance for 25 years.</li> <li>o Secondary collection of wastes from all the LSGIs of Kannur, Malappuram Cluster using Semi-underground bins and transport to the respective ISWM facility and O&amp;M for 25 years.</li> </ul> </li> </ul> <p>Transport of Dry segregated wastes from respective ISWM facility to Kozhikode ISWM cum WtE Plant facility on a regular basis for a contract period of 25 years.</p> |  |
| 95.    | DCA- Article 2, cl 2.2 (j), page | As mentioned above we propose a waste processing plant at Kannur like Bio-methanation and transport dry   | It is clarified that “The concessionaire shall also have the option to process the non biodegradable solid |

| S. No. | RFP Ref   | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP   |
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|        | no 25   | <p>waste to centralized waste to energy plant at Kozhikode. Hence this project shall be using suitable technology to segregate 200 TPD of waste and process bio degradable waste at Kannur and energy production capability shall be optimal. Thus, we request to modify the clause accordingly.</p> <p>To develop the Project using such technology to establish a Waste Processing plant having a capacity of 200 TPD and have an optimal energy production capability limiting the disposal to 10% for landfilling.</p>  | <p>waste and make Residual Derived Fuel (RDF) which can be either used at the site itself to generate energy or transported / sold to any cement plant to be used as fuel or to any other WtE facility to generate energy. Documentary evidence to such tie ups (in the form of agreements or MoUs) with the Cement plant or WtE facility shall be produced at the bidding stage itself”.</p> |
| 96.    | Site assessment study, Fig 4.4, page no 38                          | <p>The proposed layout is not clear, we request you please furnish a clear drawing for our reference.<br/>Please provide clear drawings</p>   | Refer to the Site Assessment Report.  |
| 97.    | RFP Vol 1, Section A, Page 10, 4. Minimum Eligibility Criteria: 4.3 | <p>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> <p>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.</p> <p>We request you to modify the clause as below:<br/>For demonstrating financial capacity (the “Financial Capacity”), the Bidder shall have a minimum</p> | Not acceptable. RFP conditions remain unchanged.  |

| S. No. | RFP Ref  | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP              |
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|        |  | 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.  |  |
| 98.    | RFP Vol.1, Section A, Page 13, Clause 6 - Key Details, S.No. 5: RFP Vol.1 Page 28, clause 28.1 RFP Vol.1 Page 28, Section C Bid Security Cl 28.2 | <p>The RFP sections in Key Details and in Clause 28.1, the bid security values are different. Further, to enable more prospective bidders and to encourage competitive bidding we humbly request you to kindly reduce the EMD amount to INR 1 Million (INR 1,000,000/-) and 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 in form of BG from banks.</p> <p>We request you to kindly consider the same and modify the clauses as:<br/> Key Details: Bid Security Amount (EMD) is INR 1 million/-<br/> Clause 28.1: The Bidder shall deposit an unconditional, unequivocal and irrevocable Bid Security of INR.10,00,000 (Indian Rupees Ten Lakhs only)<br/> Clause 28.2: The Bidder may choose to submit the Bid Security in the form of a Bank Guarantee or Fixed Deposit Receipt (FDR).</p> | Please refer to the reply given to query no.1 and query no.11.<br>FDR is acceptable. |
| 99.    | RFP Vol I, Section B, Page 19,   | We understand that the Waste received shall not include Construction and Demolition Waste. Kindly   | Yes, the C&D Waste has not been considered for the Project.                          |

| S. No. | RFP Ref   | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP   |
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|        | Clause 11.1.3.  | Confirm that Construction and Demolition Waste is not received at site.   |   |
| 100.   | 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>   | Yes, the deployment of resources in project need basis only, subject to meeting all concessionaire obligations. |
| 101.   | RFP Vol.1 Section B, Page 20, Role of the Authority, Clause 12.1.3: | <p>The financial viability of the project will be computed based on the minimum guaranteed waste supply of 200 TPD as revenues are accordingly considered. Any shortfall in waste supply quantity will drastically affect our revenues. We, therefore, request the authority to consider 100% of the corresponding year Tipping Fee per ton of shortfall of minimum guaranteed waste supply.</p> <p>We request you to modify the clauses as below:<br/>RFP Vol.1, Page 20, Sec B Role of the Authority, Cl. 12.1.3:</p> <p>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 for each ton of shortfall.</p> | RFP Conditions remain unchanged.  |
| 102.   | RFP Vol.1 Page 21, Sec B Role of the                                | Since the minimum waste supply quantity is 200 TPD, we request the Authority to delete this statement, which would otherwise ensure only 180 TPD of   | RFP Conditions remain unchanged.  |



| S. No. | RFP Ref   | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP   |
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|        | Authority,<br>Clause 12.1.3:  | minimum guaranteed waste.<br>We request you to delete this clause  |   |
| 103.   | RFP Vol.1<br>Page 19, Sec 11:<br>Cl 11.1.15                             | As per RFP and draft DCA reference clauses mentioned, the number of Weigh Bridges to be set-up are different.<br>Please note that only one weighbridge at site will be considered for the measurement purpose.<br>We request you to please confirm   | RFP conditions remain unchanged. As specified in clause 5.14 of Schedule 1 of the Schedule to Concession Agreement, 2 (two) Weighbridges are required to be provided at Plant site. |
| 104.   | Draft<br>Concession<br>Agreement,<br>Page 46, Article<br>7, Cl. 7.1 (f) | As mentioned in Sl. No. 101, the revenues are directly dependent on the waste supplied to the plant and any shortfall in waste supply quantity will drastically affect our revenues. We, therefore, request the authority to consider 100% of the corresponding year Tipping Fee for each ton of shortfall of minimum guaranteed waste supply.<br>We request you to modify the clauses as below:<br>Draft Concession Agreement, Page 46, Article 7, Cl. 7.1 (f)<br>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 100% of the corresponding year Tipping Fee per ton for each ton of shortfall. | RFP Conditions remain unchanged.  |
| 105.   | Draft<br>Concession<br>Agreement,<br>Page 46, Article<br>7, Cl. 7.1 (f) | Kindly refer the clarification sought/justification provided in S.No. 102.<br>We request you to delete this clause.  | RFP Conditions remain unchanged.  |

| S. No. | RFP Ref   | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP |
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| 106.   | Draft Concession Agreement, Page 27, Article 2, Cl. 2.6.2<br><br>Conditions Precedent for PLBs- Additional Clause | As the identified project site shall be handed over to the successful bidder for setting up of Waste Processing Plant.<br><br>The PLBs should not be disposing any of the current waste generated during the construction period at this identified site. We request to please add this also as a condition precedent for the PLBs.<br><br>We request you to please include additional clause cl. 2.6.2 (e):<br><br>The proposed site shall not be used for dumping of current waste being generated during the Waste Processing Plant construction period before Contract signing date and should have made necessary arrangements to keep the site free from waste receipt till COD. | RFP Conditions remain unchanged.  |
| 107.   | Draft Concession Agreement, Page 27, Article 2, Cl. 2.6.3   | 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 waiver on conditions precedent and provide necessary extension to such time period as required.<br><br>We request you to please modify the clause as below:<br>Conditions Precedent for Concessionaire   | RFP Conditions remain unchanged.  |

| S. No. | RFP Ref   | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP |
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|        |   | (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.   |   |
| 108.   | Draft Concession Agreement, Page 28, Article 2, Cl. 2.6.3 | <p>Draft Concession Agreement, Page 28, Article 2, Cl. 2.6.3</p> <p>As mentioned above, we propose to set up a Bio methanation plant at Kannur and transport the dry waste to the Centralized Waste to Energy plant at Kozhikode.</p> <p>The output of the Bio methanation plant can be converted to deliver:</p> <ol style="list-style-type: none"> <li>1. Methane gas for cooking purposes</li> <li>2. Steam for any nearby commercial use</li> <li>3. Supply of Power for localities nearby</li> </ol> <p>However, these outputs are not of much commercial value addition and the revenues generated shall be utilized by the Concessionaire for the operations and maintenance of the plant. The details of the output and their estimates shall be studied and firmed while preparing the DPR as part of conditions precedent.</p> <p>We request you to modify the clause as below:</p> <p>(j) Made an application to Kerala State Electricity</p> | The Clause remain unchanged as it mentions as applicable.               |

| S. No. | RFP Ref   | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP |
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|        |   | Regulatory Commission (the “Power regulator”) for fixing power tariff for the Waste Processing Plant to be paid by KSEB, as provided Power Purchase Agreement (PPA) signed between Concessionaire and KSEB separately if applicable   |   |
| 109.   | Draft Concession Agreement, Page 28, Article 2, Cl. 2.6.4 | The definition of Compliance date should be same as defined in clause 1.1.19 of DCA<br>We request you to kindly confirm   | Yes. The definition of Compliance Date is as per Clause 1.1.19.         |
| 110    | Draft Concession Agreement, Page 28, Article 2, Cl. 2.6.5 | It is mentioned in this clause on event of non-fulfillment Conditions Precedent by the Concessionaire, Authority Shall forfeit and encash the Performance Security; whilst the on the event non-fulfillment Conditions Precedent by the Authority/PLBs extension of time on mutual consent is allowed.<br>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)<br>We request you to kindly consider the change | RFP Conditions remain unchanged.  |
| 111.   | Draft Concession Agreement, Page 34, Article              | 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   | Please refer to the reply given for query 11.                           |

| S. No. | RFP Ref  | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP |
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|        | <p>5: The Concessionaire obligations Cl. 5.1: Performance Security (a)</p> | <p>Concessionaire.<br/> We request you to consider a maximum of INR 1 Crore. Similar projects of same size at other states have INR 1 Crore only as Performance Security.<br/> Further the performance security deposit shall be progressively reduced annually on a pro rata basis during the concession period.<br/> We request you to modify the clause:<br/><br/> 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. 1,00,00,000 (One Crore only) till the Commercial Operations Date ("COD"). Post COD, the Performance Security shall be reduced to Rs. 50,00,000 (Fifty Lakhs only) till the end of Concession Period or till the Termination Date, as the case may be.</p> |   |
| 112.   | <p>Draft Concession Agreement, Page 25, Article 2, Cl. 2.2 (j)</p>         | <p>Kindly refer the clarification sought in S.No. '94'<br/> To develop the project for Setting up of an Integrated Solid Waste Management facility to include 200 TPD capacity segregation plant and 100 TPD capacity Biomethanation plant and further O&amp;M for 25 years at</p>   | <p>Refer to the reply given to query no. 95.</p>                        |

| S. No. | RFP Ref   | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP |
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|        |   | <p>Kannur.</p> <ul style="list-style-type: none"> <li>• Setting up of Transfer station</li> <li>• Setting up of a Landfill facility for maximum 10% landfill quantity and further maintenance for 25 years.</li> <li>• Secondary collection of wastes from all the LSGIs of Kannur, Malappuram Cluster using Semi-underground bins and transport to the respective ISWM facility and O&amp;M for 25 years.</li> <li>• Transport of Dry segregated wastes from respective ISWM facility to Kozhikode ISWM cum WtE Plant facility on a regular basis for a contract period of 25 years.</li> </ul> <p>We request you to modify clause as:<br/>To develop the Project using such technology to establish a Waste Processing plant having a capacity of 200 TPD</p> |   |
| 113.   | Draft Concession Agreement: Article 13, clause 13.1 (b) | <p>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> <p>We request you to modify the clause as:<br/>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</p>   | RFP Conditions remain unchanged.  |

| S. No. | RFP Ref  | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP |
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|        |  | <p>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> |   |
| 114.   | <p>Draft Concession Agreement: Article 14, cl 14.2 (b)</p> | <p>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/unscheduled maintenance period). You may also note that the site facilities can handle storage up to consecutive 7 days.</p> <p>We request you to modify:<br/>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>RFP Conditions remain unchanged.</p>                                 |
| 115.   | <p>Draft</p>   | <p>The plant will not be operational during planned and</p>  | <p>Bidder’s understanding is correct.</p>                               |

| S. No. | RFP Ref  | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP |
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|        | Concession Agreement: Article 5 Cl 5.2 (m)   | unplanned shutdown period. The plant design rating will be suitably increased such that the annual quantity of waste based on 200 TPD waste input will be processed in any year of operation.<br>We request you to please confirm   |   |
| 116.   | Draft Concession Agreement: Article 6 sub-clause 6.1.2   | For achieving Financial Closure, Banks/FIs require compliance of all the conditions precedent including DPR, Statutory Approvals before sanctioning the debt for the Project Financing.<br>Thus, the Financial Closure shall be achieved within 180 days from the Compliance Date. We request you to amend the clause<br>The Concessionaire hereby agrees and undertakes that it shall achieve Financial Closure within 180 (one hundred and eighty days) days from the Compliance Date ..... | RFP Conditions remain unchanged.  |
| 117.   | Draft Concession Agreement: Article 10 Clause 10.4— Withdrawal upon Termination Sub-Clause 10.4.1 (b): 90% (ninety per cent) | For achieving Financial Closure, Banks/FIs will seek 100% Debt due to be appropriated from the Escrow Account credits upon Termination.<br>We request you to modify the clause 100% (Hundred per cent) of Debt Due  | RFP Conditions remain unchanged.  |



| S. No. | RFP Ref   | Clarification Requested  | Response to Bidders queries and clarification of the clauses in the RFP |
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|        | of Debt Due   |  |   |
| 118.   | Schedules to Concession Agreement: Schedule 2: Penalties & Damages, No.4 Schedules to Concession Agreement: Schedule 1 Cl. 5.14 | Please note that only one weighbridge at site will be considered for the measurement purpose.<br>We request you to amend the respective clauses accordingly  | RFP Conditions remain unchanged.  |
| 119.   | Schedules to Concession Agreement: Schedule 1 Cl. 1.3 Schedule 2 Penalties & Damages Cl. 5                                      | 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.<br>We, therefore request the Authority to delete this clause which would otherwise increase the financial burden of the bidder.<br>We request you to delete this clause. | RFP Conditions remain unchanged.  |
| 120.   | Schedules to Concession Agreement: Schedule 2   | 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.   | RFP Conditions remain unchanged.  |

| S. No. | RFP Ref   | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP  |
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|        | Service Level Benchmarks<br>3. Extent of recovery of waste collected                            |   |  |
| 121.   | Schedules to Concession Agreement: Schedule 2<br>Service Level Benchmarks & Penalties & Damages | <p>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.</p> <p>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> <p>We request you to modify as below:</p> <ol style="list-style-type: none"> <li>1. Non-clearance of designated bins for consecutive 2 days - Rs. 500 per instance</li> <li>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</li> </ol> | RFP Conditions remain unchanged.   |
| 122.   | Site Assessment Study Report'   | Kindly provide a clear layout   | Please refer to the Site Assessment Report   |
| 123.   | General Point   | 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  | The Draft Concession Agreement is final and binding. Any change in document (besides filling in relevant details) is unacceptable and against transparency |

| S. No.                                      | RFP Ref                                 | Clarification Requested   | Response to Bidders queries and clarification of the clauses in the RFP |
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|   |   | 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.<br>We request you to please confirm | norms.  |
| 124.  | RFP Clause 6<br>Key Details<br>S.No. 16 | 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.<br>We request you to amend the Last Date and Time of Submission of Tender        | Refer to the reply given to query no. 92.                               |
| <b>Bioxgreen Technology Private Limited</b> |   |   |   |
| 125.  | 6, Key Details                          | Bid submission due date: Request you to kindly extend the submission due date by atleast Three (3) weeks as we need to visit site, work on the conceptual plans and carryout the costing etc. also the discussion regarding JV formation with partners need time.   | Refer to the reply given to query no. 92.                               |
| 126.  | 9.2, Page 52 of DCA                     | Financial assistance as per the guidelines of SBM:<br>Kindly provide the details of the contribution share percentage for this project by GOI and State level under SBM Project Funds since funding pattern will vary depends on the Project.   | Please refer to clause 9.2 of the DCA                                   |