

Development of Integrated Solid Waste Management Project with a Waste to Energy plant of minimum 300 TPD Processing capacity on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Vizhinjam for Thiruvananthapuram Cluster under Public Private Partnership mode

Tender No: KSIDC/PMU/W2E/15/2020 dated 27th May 2020

Clarifications/ Reply to Pre Bid queries

A. M/s AICA Energy

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
1		<p>Completion date</p> <p>In section 5, key details; Completion period of the work and commissioning of the project is said to be in consonance with the Swiss Challenge proposal attached in Appendix VII of this RFP document.</p> <p>Bidder is not able to identify the required completion period of the work and commissioning of the project in Appendix VII.</p> <p>Kindly advise the time required for</p>		<p>The bidder shall match or better the completion period detailed in clause 8.2 of the Swiss Challenge proposal.</p>

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		project completion.		
2		<p>Income from Electricity sale</p> <p>In section 7.6, charges for the net exportable power generated at the tariff, as approved by KSERC.</p> <p>To prepare an accurate financial modelling, would it be possible to identify a range of electricity price that would be made available?</p>		<p>The bidder shall gather the data pertaining to the tariff rate fixed by KSERC for the earlier waste to energy project in Kerala.</p>
3		<p>Waste Analysis</p> <p>Indian municipal solid waste (MSW) is said to have low calorific value and high moisture. Is there any recent study that can furnish waste characteristics of MSW in Thiruvananthapuram other than Table 2.1 studies were conducted by KSUDP in 2006.?</p>		<p>The bidder shall gather required data from relevant sources.</p> <p>Based on a similar study done for the Kozhikode cluster, by the concessionaire for the project, the average LCV of the sampled waste is 1641kcal/kg with organic content and fuel moisture are 75% and 54.92% respectively.</p>
4		<p>Minimum Plant Size</p> <p>Section 11.1.3, suggests that LSGI is responsible for collection of minimum</p>		<p>The concessionaire has to undertake a due diligence and asses the waste quantification in the cluster and design for the</p>

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		300 TPD MSW. From the incoming stream of MSW, once the share of non-combustible waste is removed the over all combustible waste reduces. So does the 300 TPD processing capacity refers to waste to energy boiler capacity or the entire waste processed by integrated waste management facility.		facilities accordingly. It is assured that a minimum of 300 TPD shall be made available by the participating LSGIs in the cluster.
5		<p>Combination of technology</p> <p>Is it possible to use a combination of waste to energy technology such as waste incinerator and bio-methanation?</p>		<p>The RFP floated is based on a swiss challenge proposal and the technology put forth by the proposer is detailed in the proposal document.</p> <p>The Bidder may adopt a similar technology detailed in Appendix VII of RFP document or a better technology by which the development of plant can be completed within the time frame given in clause 8.2 of the Swiss Challenge proposal.</p>
6		Development of surrounding space		No. This is an integrated solid

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		As part of showcasing the facility as an hybrid model of renewable energy project, could bidder propose a Solar Power Park of 3MW in 12 Acre land to power 3000 houses and for smooth running of waste to energy plant?		waste management project with a waste to energy plant. The focus is on the scientific management of the municipal solid waste produced in the cluster and conversion of the same into an energy form. Alternate or parallel power project is not permissible.
7		<p>Sorting of Municipal Waste</p> <p>The technology used by bidder does not require the sorting of municipal waste. Is it allowed to burn ferro alloy & Medical waste along with biodegradable waste.</p>		<p>The working of the plant must be in accordance with the rules and regulation stipulated in MSW 2016 and standard and guidelines specified by CPCB and SPCB.</p> <p>Medical waste, e-waste and C&D wastes are excluded and will not be permitted to the processing facility.</p>

B. Blue Planet Environment Solutions

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	RFP Page No 14 clause No 16	Last Date and Time of submission of Tender :14.00 hrs on 30th June 2020	Due to COVID 19 situation, the surveys and other necessary commuting are difficult to be done. For better understanding of the project through site survey. Kindly extend the bid response deadline till 15 Aug 2020.	Last date of submission of bid extended up to 14.00 hrs on 14 th July 2020.
	RFP Page No 12 clause No 3.7	In addition to the above said technical and financial criteria the bidder should have an asset value of Rs. 300 Crores as on 01st January 2020. In case of a Consortium, any one of the members of the Consortium or Joint Partnership as applicable, should satisfy. Certificate from Chartered Accountant confirming the Asset value shall be submitted along with the bid documents.	Bidders are already asked to prove their credibility through financial & technical criteria. Through experience, turnover/networth. Hence this clause should be removed.	The conditions stipulated in the RFP remains unchanged
	RFP Page No 86 clause	Local Self Government Department,	In the proposed project, the	The minimum processing

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	No 3	Government of Kerala, proposes to develop an Integrated Solid Waste Management project with a Waste to Energy plant of a minimum processing capacity of 450 Tonnes Per day (TPD) for the Thiruvananthapuram Cluster operating in the State of Kerala through open bidding under Swiss Challenge Method.	minimum proposed processing capacity of the plant is mentioned to be 450 TPD however in the scope of work (Clause 10.1.3, Pg. 20) it is mentioned to be minimum 300 TPD. Kindly confirm the exact minimum capacity of required project.	capacity of the plant is 300 TPD. However the successful bidder shall carry out a detailed waste characterization and quantification study and based on the study findings, if the MSW available in the cluster is higher than 300 TPD, the plant has to be designed accordingly.
	RFP Page No 86 clause No 10.1.13	To Develop and Manage ICT infrastructure for the project including but not limited to GPS tracking of vehicles, electronic weigh bridges at Project Site, surveillance cameras at Project Site etc.	Kindly specify what kind of ICT Infrastructure is required/proposed for the project other than the mentioned ones.	The bidder shall undertake the due diligence and propose accordingly.
	RFP Page No 19 clause No 7.6	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 byproducts.	Kindly specify the power purchase charges which will support in revenue calculation and ultimately in a competitive tipping fee.	Tariffs are project specific and it is not possible to specify the tariff upfront. However, to have a basic understanding, the bidder shall gather the data pertaining to the tariff rate fixed for earlier waste to energy project in Kerala.
	DCA Page No 26 clause No 1.1.75	Processing Plant/ Processing Facility” means the facility created by the	The plant is expected to generate power of 5 MW out of	The DCA specifies that the plant must have a minimum capacity to

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		Concessionaire for processing of the Solid Waste, prior to its final disposal at Engineered Sanitary Landfill Site, and also includes a Refuse Derived Fuel (RDF), Biomethanation, Incineration or any other approved technology for waste processing or any combination thereof for a waste to-energy plant of a processing capacity of 300 TPD of solid waste and a production capability of 5 MW of power	a 300 TPD plant. However, practically the expected generation should be around 1 MW out of 100 TPD plant i.e. 3 MW out of a 300 TPD plant in a similar ratio.	process 300 tonnes of solid waste on per day basis. The bidder must ensure without fail, the daily processing of the MSW collected and transported from the cluster at the WtE plant and generation power/ energy as per the approved DPR, for which the Tipping Fee will be paid.
	DCA Page No 47 clause No 7.2(b)	handover to the Concessionaire within 20 (Twenty) months of the date of signing of Concession Agreement, the existing infrastructure of secondary collection points on an „as is where is“ basis, if any	Kindly specify/share the details of existing infrastructure for better planning	The bidder shall undertake due diligence to assess the same.
	Schedules of DCA Page No 11 clause No 1,2,3	Penalties & Damages: Secondary Storage & transportation 1.Non-clearance of Designated Bins for consecutive 2 days (cure Period- 1 day): Rs. 2000 per bin per instance 2. Transportation of Solid Waste in	Penalties & Damages: Secondary Storage & transportation (should be revised to) 1. Non-clearance of Designated Bins for consecutive 2 days	The conditions stipulated in the schedules of Concession Agreement remains unchanged

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		<p>non- covered vehicles (cure Period- 1 day): Rs. 2500 per instance</p> <p>3. Non-operation of transfer station, if any for one day (cure Period- 1 day): Rs. 5000 per instance</p>	<p>(cure Period- 5 day): Rs. 1000 per bin per instance</p> <p>2. Transportation of Solid Waste in non- covered vehicles (cure Period- 5 day) : Rs. 1000 per instance</p> <p>3. Non-operation of transfer station, if any for one day (cure Period- 5 day): Rs. 2000 per instance</p>	
	Schedules of DCA Page No 12 clause No 4,5	<p>Penalties & Damages: Waste processing</p> <p>4. Weighbridge is nonoperational at Processing facilities/ landfills due to breakdown for a consecutive period of 2 days :Rs. 1500 per day after 2 days</p> <p>5. Failure to achieve COD within 30 days of the Scheduled Construction Completion Date: 0.1% of the Performance Security per day of delay beyond 30 day</p>	<p>Penalties & Damages: Waste processing (should be revised to)</p> <p>1. Weighbridge is nonoperational at Processing facilities/ landfills due to breakdown for a consecutive period of 2 days :Rs. 500 per day after 2 days</p> <p>2. Failure to achieve COD within 90 days of the Scheduled Construction Completion Date: 0.1% of the Performance</p>	The conditions stipulated in the schedules of Concession Agreement remains unchanged

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			Security per day of delay beyond 90 days	
	Schedules of DCA Page No 12 clause No 6	Penalties & Damages: Sanitary Landfills 6. Inert/ Residual waste greater than 5% sent to landfill: for every ton of increase, penalty shall be imposed at the rate of Rs 1000/ ton	Penalties & Damages: Sanitary Landfills (should be revised to) Inert/ Residual waste greater than 10% sent to landfill: for every ton of increase, penalty shall be imposed at the rate of Rs 500/ ton.	The conditions stipulated in the schedules of Concession Agreement remains unchanged

C. M/s Clarus Bio Energy Pvt Ltd

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1.		The project has been bided on Swiss challenge route' which means first right of refusal to a party already submitted proposal and got approval from Govt of Kerala. Swiss challenge Route are generally used when there is a superior technology. which is not available easily whereas in this case, we don't see any such technical		Observation noted. Tender Conditions remain unchanged.

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		advantage, as per report provided. Please suggest		
2.		<p>Is the primary waste collected clearly segregated into dry waste' wet waste' hazardous waste' sanitary waste, etc. as per MSW regulation 2016?</p> <p>Also furnish the details of quantity in terms of minimum, maximum, average Collection with the Standard deviation in the municipality wise in the cluster during the preceding year (2019-20) . This will help us understand the full annual cycle with deviations around holidays, festivals, etc to better understand the Peak requirements</p>		<p>The collection refers to a bin based secondary collection to ensure maximum coverage of waste collection from the city. The responsibility to undertake the door to door collection, collection from public spaces, street cleaning and delivering to the bins provided by the concessionaire at the designated collection points shall be vested with the participating LSGIs.</p> <p>The segregation of waste depends on the technology of the WtE plant. The successful bidder in association with the participating LSGIs shall undertake necessary education and awareness creation campaigns to undertake segregation of waste, if required.</p> <p>The bidder shall under take the due diligence of collecting all requisite information from</p>

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				relevant sources and quote for the project.
3.		Please provide the actual current collection quantity of MSW in the Thiruvananthapuram cluster for at least one year with characteristics of MSW		The bidder shall under take the due diligence of collecting all requisite information from relevant sources and submit the bid for the project.
4.		The project anticipates/ working is based on 450 MTPD. What is the basis of this estimate. Is it including the projected estimate for next decade or so.		The RFP specifies a minimum processing capacity of 300 TPD. The successful bidder shall carry out the quantification and characteristics study of the MSW in the cluster and based on the findings finalise the processing capacity of the plant.
5.		The tender documents shows diagram of 225 MT of MSW works to 75% of 300 TPD the quantity for which tender is sought. What is the correct figure 225 or 300 or 450 MTPD		The RFP specifies a minimum processing capacity of 300 TPD. The successful bidder shall carry out the quantification and characteristics study of the MSW in the cluster and based on the findings finalise the processing capacity of the plant.
6.		What happens if MSW is far more		The successful bidder shall carry out the quantification and

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		than the designed capacity of 300 TPD. Is there any alternate arrangement for addressing it.		characteristics study of the MSW in the cluster and based on the findings finalise the processing capacity of the plant.
7.		The current project report envisages only segregation and incineration. Although there is mention of composting, there is nothing in the document to indicate that it forms a part of the project. Does the bidder has his own option for disposal of MSW or only the path enumerated in the project report must be followed? Also the report does not mention about collection and transportation whereas the tender document mentions complete role. who shall be responsible for collection & transportation?		As the tender is on a swiss challenge mode, the bidder has the option to match or better the technology specified in the proposal for the development of the WtE plant. The responsibility of door to door collection and depositing them in the secondary collection points/ bins lies with the participating LSGIs. The Concessionaire is responsible for the secondary collection and transportation of the waste ie from the secondary collection points/ bins to the plant.
8.		The bio degradable fraction is mentioned as 51% in one part of the document (Page No 9) and given 85% in another part of document (Page No 15& 16). Which is correct.		The bidder shall under take the due diligence of collecting all requisite information from relevant sources and quote for the project.
9.		One of the main features of the		The bidder shall undertake the

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		project is no need for the receipt of segregated waste does it mean segregation at the primary collection or at the secondary collection.		due diligence of understanding the technical aspects detailed in the swiss challenge proposal. As the tender is on a swiss challenge mode, the bidder has the option to match or better the technology specified in the proposal for the development of the WtE plant.
10.		What is the present system of waste segregation manual mechanized or both this activity happens at which site		The bidder shall under take the due diligence of collecting all requisite information from relevant sources.
11.		What is the radius of operation of MSW from the Plant site i.e. there are about 10 LGSIs in the Cluster. What is the area covered in terms of distance in km to the farthest point from the proposed site		Varkkala Municipality is at a distance of about 55 km from the plant site and the rest are within a radius of 35 km. However, the bidder is requested to undertake a due diligence and collect the necessary data from relevant sources.
12.		Is the location for the proposed plant changeable		No change in location is contemplated.
13.		The project envisages no more than 10% landfill. Where is the landfill site, is it in the same premises or		The successful bidder shall develop a sanitary landfill strictly according to the conditions stipulated within the project site.

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		elsewhere, if elsewhere how far from the plant. Is the location of the landfill site changeable? Is there any specifics to the characteristics of landfill prescribed?		
14.		Does the Govt of Kerala have long term contractors for lifting of segregated recyclable waste such as plastics, paper, metal scrap etc. If so what are the commercial and obligatory terms and conditions of these contracts. One year statistics of such contracts		The data sought is not available with KSIDC.
15.		The municipality currently has a fleet of vehicles for collecting MSW. Are the vehicles owned by the municipality or contract vehicles? If long term contracts, commercial and obligatory terms and conditions thereof.		The bidder shall collect the necessary data from relevant sources.
16.		What is the number of vehicles with load carrying capacity deployed for collection of MSW at present		The bidder shall collect the necessary data from relevant sources.
17.		Is the Gov. of Kerala willing to enter		Marketing the fertilizer or

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		into a purchase agreement for composted fertilizer meeting FCO City Compost requirements? If not, will the Government help in channelling the sale and distribution of composted fertilizer to reach the farmers directly through co-op societies and other marketing channels?		compost or other byproducts or any recyclables will be the responsibility of the successful bidder.
18.		Is chapter 6 in the project report on purpose not furnished (pages 69 through 72 missing)		Yes, it relates to the project financials of the proposer.
19.		How will the Govt of Kerala address local resistance, harassment from existing system / projects, community, for the proposed project if any		Such issues will be properly addressed by the State Government, through effective project supervision and monitoring. A State Level Advisory Committee on waste management chaired by the Chief Secretary oversees and reviews the project development.
20.		Single window clearance of all regulatory permits and licenses possible shall be provided.		Necessary applications for clearances and approvals from various departments shall be submitted by the successful bidder for single window

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				clearance.
21.		The Clause 3.7 of RFP mentions requirement of asset value of Rs.300 crore and this is deviation from your earlier documents issued for same purposes in other part of the state. Is there any rationale for such deviation and we request to remove this clause as this is very restrictive.		The conditions stipulated in the RFP document remain unchanged.
22.		Page 20 of the Project report quotes the following 10 municipalities: 1. Thiruvananthapuram Municipal Corporation 2. Attingal Municipality 3. Nedumangadu Municipality 4. Neyyattinkara Municipality 5. Varkkala Municipality 6. Venganoor Grama Panchayath 7. Kalliyoor Grama Panchayath 8. Balaramapuram Grama Panchayath 9. parassala Grama Panchayath 10. Poovar Grama Panchayath. The draft agreement has only 8 municipalities forming part of the agreement		The LSGIs included in the project cluster are as listed below. 1. Thiruvananthapuram Municipal Corporation 2. Attingal Municipality 3. Nedumangadu Municipality 4. Neyyattinkara Municipality 5. Varkkala Municipality 6. Venganoor Grama Panchayath 7. Kottukal Grama Panchayath 8. Balaramapuram Grama Panchayath

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		<p>The list of LSGIs in the Concession Agreement does not contain KalliyoorGramapanchayath.</p> <p>Kindly clarify the correct municipalities in the project.</p>		

D. M/s Clean Energy Holdings

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1.		We need more time to prepare a comprehensive proposal and submit a competitive bid. We kindly request you to extend the bid date		Last date of submission of bid extended upto 14.00 hrs on 14 th July 2020.
2.		Performance guarantee amount is very high. It would be great If you can reduce the amount.		RFP conditions remains unchanged.
3.		Financial assistance from Swacch Bharat is 35% according to our information please confirm.		The VGF under SBM guidelines 2017 for solid waste management projects is per capita based and the share of Govt of India in the VGF is maximum of 35% of VGF amount. Corresponding state share and participating LSGIs share in the VGF is 23.3% and 41.7% of the approved VGF amount.
4.		Any financial assistance from the state government.		Apart from VGF no other financial assistance will be provided from State Government for the development of the project.

E. Organic Recycling Systems Pvt Ltd

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1.	RFP, Page no. 19 under Section B project details and scope of the project (PDS), Point No. 7.6	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 byproducts	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.	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. However, the bidder must ensure without fail, the daily processing of the MSW collected and transported from the cluster at the WtE plant and generation power/energy as per the approved DPR, for which the Tipping Fee will be paid.
2.	RFP no. 21, Clause no. 10.1	Broad scope of work of private partner	Confirmation of scope of work with regards to site area development, legacy waste and Trees clearing if any at site	The site will be provided to the Concessionaire on a long term lease basis and free of all encumbrances. The bidder will be responsible for further developments at the site with respect to the development of the project. There is no legacy waste at the site.
3.	RFP Page no.22, Clause no. 11 - 1.1	To earmark a Project Site admeasuring to 15 Acres	Request client to share the available proposed site earmarked layout with contour	Drawing (CAD drawing) of the site will be provided in e – tender portal.

F. M/s ZontaInfratechPvt Ltd

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1.	<p><i>RFP Vol 1, Section A, Page 12, Clause 3. Minimum Eligibility Criteria:</i></p> <p>sub-clause 3. Stipulated Criteria-<i>B.Financial Capacity</i></p> <p>For demonstrating financial capacity (the “Financial Capacity”), the Bidder shall have a minimum Net Worth 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>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 not possible. In order to have a fair competition, we would request an amendment to this clause to consider Turnover instead of net worth. 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</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 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 from the bid due date. For this clause, the closure of latest financial year shall not be before 31st March 2017.</p>	<p>The RFP conditions remain unchanged</p>

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		consider Annual Turnover as the Financial Eligibility Criteria.		
2.	<p><i>RFP Vol.1, Section A, Page 14, Clause 5 - Key Details, S.No. 5:</i> Bid Security Amount (EMD) INR.10 Million /- (Indian Rupees Ten Million Only (To be paid online through e-tender portal)</p> <p><i>RFP Vol.1, Section B, Page 29, Clause 27 –Bid Security-sub-clause 27.1</i> The Bidder shall deposit an unconditional, unequivocal and irrevocable Bid Security of INR. 10,000,000 (Indian Rupees Ten Million only) in accordance with the provisions of this</p>	<p>The EMD mentioned as per RFP is very high and may restrict participation from competent players. Hence, 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> <p>Also, we request to allow other modes of submission of Bid Security such as NEFT Transfer and Fixed Deposit receipt. This will provide bidders with other options to submit Bid Security in case of any technical errors on online e-tender portal.</p> <p>We also bring to your kind attention that as per the General Financial Rules (GFR), 2017, Rule 170(i), <i>To safeguard</i></p>	<p>We request you to kindly consider the same. Bid Security Amount (EMD) INR.2 Million /- (Indian Rupees Two Million Only (To be paid online through e-tender portal or to be submitted before due date in form of Demand Draft/ FDR)</p>	<p>The RFP conditions remain unchanged.</p> <p>The bidder shall pay the EMD through the e – tender portal to complete the process of bid submission. Necessary documents substantiating the claim as MSME shall also be uploaded along with the bid document. The document will be verified and if it is found eligible for EMD exemption as per Govt of India guidelines the EMD paid through the portal during the bid submission will be reimbursed.</p>

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		<p><i>against a bidder's withdrawing or altering its bid during the bid validity period in case of advertised or limited tender enquiry, 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. 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.</i></p>		
3.	<p><i>RFP Vol.1, Section A, Page 14, Clause 5 - Key Details, S.No. 9:Concession Period- 25 years from COD</i></p> <p><i>RFP Vol.1, Section B, Page 19, Clause 8:CONCESSION PERIOD</i></p>	<p>The definition of Concession Period in the mentioned Clauses 5& 9 of RFP and Clause 2.3 of the DCA are contradicting.</p> <p>We understand that the</p>	Kindly Confirm	<p>The concession period is predetermined and includes 25 years of commercial operation of the plant set up under the project, which shall be achieved within 2 years</p>

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	<p><i>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</i></p> <p><i>DCA Page 26- Article-2 Clause 2.3- Concession Period: The Concession Period shall be for a period of 27 years from the Compliance Date("the Concession Period")</i></p>	<p>Concession Period shall be for a period of 27 years from the compliance Date. Kindly confirm</p>		<p>from the date of Condition Precedent.</p>
4.	<p><i>RFP Vol I, Section B, Page 20, Sub Clause 10.1.3.</i></p> <p>...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)</p>	<p>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</p>	<p>We request you to modify the RFP sub-clause 10.1.3 as: ... The selected private partner shall strive to minimize the landfill requirement but in no circumstances, the landfill shall be more than 25% of waste received (excluding Construction & Demolition waste) at the Site (to be monitored on a monthly basis).</p> <p>Accordingly, We request you to modify</p>	<p>The RFP conditions remain unchanged</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
	<p><i>Draft Concession Agreement, General Obligations Clause 5.2 (g), Page 36</i></p> <p>develop, construct and operate the Sanitary Landfill Site ...for disposal of Residual Inert Matter and Rejected Waste and dispose not more than 10% (Ten percentage) of waste processed;</p> <p><i>Schedules to Concession Agreement: Schedule 1 Cl. 5.9</i></p> <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><i>Schedules to Concession Agreement: Schedule 2 Penalties & Damages Cl. 6</i></p> <p>Inert/Residual waste greater than 5% sent to landfill</p>	<p>landfilling shall be increased to 25%. However, we shall endeavor to minimize the landfillable waste quantity. The authorities may also refer similar tenders issued and consider the request.</p>	<p>DCA clause 5.2 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 25% (Ten percentage) of waste processed;</p> <p>Modify the clause 5.9 of Schedules to Concession Agreement-Schedule 1as:</p> <p><i>Schedules to Concession Agreement:</i></p> <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 25% (Twenty-Five percent) of input waste quantity.</p> <p>Modify the Cl. 6 Schedules to Concession Agreement - Schedule 2 Penalties & Damages as: -</p>	

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
			Inert/Residual waste greater than 25% sent to landfill	
5.	<p><i>RFP Vol I, Section B, Page 22 Clause 11 Role of Authority-Sub-Clause 11.1.1</i></p> <p>To earmark a Project Site admeasuring to 15 Acres in Sy Nos. 269,270,271, 272,273,274,275,283,284,286 and 287 at Vizhinjam Village in NeyyattinkaraThaluk in Thiruvananthapuram district and provide the same on lease of Rs. 100/- per annum per acre to SPV for a concession period of 25 years for Waste Processing.</p> <p>DCA Article 2.6.1 Conditions Precedent for the Authority, Page 27 S.No. (b) Facilitated and ensured that Land Lease Agreement(s) are executed for theProject Site and vacant and unencumbered possession of all the Site(s) is handed over to the Concessionaire.</p> <p><i>DCA, Article3: Sites, Clause 3.1</i></p>	<p>We bring to your notice that mentioned RFP Sub-Clause 11.1.1 and DCA Clauses 3.1 S. No a) & d) are contradicting.</p> <p>We understand that the earmarked, Vacant and unencumbered possession of Project site of 15 acres shall be leased to the concessionaire within 30 days from the appoint data and the term of such lease shall be co-terminus with the Concession Agreement.</p> <p>Also, the Project Site shall be leased in vacant, clear from legacy waste and unencumbered condition. We request the Authority to kindly confirm.</p>	Kindly Confirm	The land will be sub leased to the concessionaire, within 30 days from the date submission of performance security and on meeting the Conditions Precedent as stipulated in the draft Concession Agreement.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
	<p><i>Handover of sites</i></p> <p><i>S.No. a):</i> 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 allEncumbrance, for the purpose of implementing the Project.</p> <p><i>S.No. d):</i> <i>The term of the such Land Lease Agreements shall be co-terminus with thisConcession Agreement and upon expiry of this Agreement due to efflux of timeor due to early termination on account of default, the term of the Land LeaseAgreement shall also expire simultaneously</i></p>			
6.	<p><i>RFP Vol.1Section B, Page 22, Role of the Authority, Clause 11.1.3:</i></p> <p>In case LSGI fails to assure the</p>	<p>WTE Plant Power Output will be computed based on the minimum guaranteed waste supply of 300 TPD and</p>	<p>We request you to modify the clauses as below:</p> <p><i>RFP Vol.1 Page 22, Sec B Role of the</i></p>	<p>The RFP conditions remain unchanged</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
	<p>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.</p>	<p>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>	<p><i>Authority, Cl. 11.1.3:</i> 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. The penalty shall be payable based on the monthly average of the quantity received at the site.</p>	
7.	<p><i>RFP Volume I Section C Clause 14 Conditions for Bidding- Sub-Clause 14.3 Page 23</i> While Qualification is open to persons from any country, the following provisions shall apply: a. Where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder is held by persons</p>	<p>We bring to the kind attention of the Authority that these conditions mentioned in the RFP are not project relevant or specific and are restricting the bidder's growth opportunities. Further, the controlling affair of the Bidder is an internal matter of their company and do not have any project implication because the project will be implemented by a</p>	<p>We request to delete this clause</p>	<p>The RFP conditions remain unchanged</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
	<p>resident outside India or where a Bidder is controlled by persons resident outside India; or</p> <p>b. if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control by persons resident outside India in or of the Bidder;</p> <p>then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective.</p>	<p>Special Purpose Vehicle (SPV). Such conditions will only restrict competent players and will averse the overseas technical partners to participate. Thus, this clause may please be deleted.</p>		
8.	<p><i>RFP Vol.1, Section C, Page 35, Clause- 31.13 Technical Scoring Criteria</i></p> <p>The Technical Evaluation Committee will award technical score on the following criteria, after evaluating the</p>	<p>As per RFP there is a Detailed Technical Evaluation and Technical Scoring Criteria vide clause 31.13. However, there is no minimum technical eligibility score provided for</p>	<p>We request you to modify the clause 32.1 as below:</p> <p>Price Bids of Prequalified Bidders who have got minimum technical score of 65 marks only will be opened for</p>	<p>The RFP conditions remain unchanged</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
	<p>Technical Proposal.</p> <p><i>RFP Vol.1, Section C Page 35, Clause 32 Financial Evaluation- Sub-clause 32.1:</i></p> <p>Price Bid of Prequalified Bidders only will be opened for Financial Evaluation</p>	<p>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.</p>	<p>Financial Evaluation</p>	
9.	<p><i>Draft Concession Agreement, Page 47, Article 7, Clause 7.1 (f)</i></p> <p>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.</p>	<p>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</p>	<p>We request you to modify the clauses as below:</p> <p><i>Draft Concession Agreement, Page 47, Article 7, Clause 7.1 (f)</i></p> <p>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</p>	<p>The RFP conditions remain unchanged</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
		guaranteed waste supply.	corresponding year Tipping Fee per ton plus equivalent tariff compensation for each ton of shortfall.	
10.	<i>Draft Concession Agreement, Page 47, Article 7, Clause 7.1 (f)</i> The penalty shall be payable only if the monthly average of quantity received at the Site is below 90% of assured quantity.	Kindly refer the clarification sought/justification provided in S.No. 10.	We request you to delete this clause.	The RFP conditions remain unchanged.
11.	<i>Draft Concession Agreement, Page 27, Article 2, Clause 2.6.1</i> Conditions Precedent for the Authority (C) Facilitated the Concessionaire in terms of obtaining all Applicable Approvals from the Departments concerned/ Competent Authority, if requested by the Concessionaire	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.	We request you to please confirm.	The Concessionaire shall obtain all the clearances and approvals which are mandatory for the development of the project.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
12.	<i>Draft Concession Agreement, Page 28, Article 2, Cl. 2.6.3</i> 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 3 months from Appointed Date	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 impact 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. Further the RFP being a swiss challenge proposal, if any such impact assessment study is already conducted, kindly please share.	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.	The RFP conditions remain unchanged.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
13.	<i>Draft Concession Agreement, Page 29, Article 2, Cl. 2.6.3</i> Conditions Precedent for Concessionaire (j)Made an application to Kerala State Electricity Regulatory Commission (the“Power regulator”) for fixing power tariff for the Waste Processing Plant to bepaid by KSEB, as provided Power Purchase Agreement (PPA) signedbetween Concessionaire and KSEB separately;	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.	We request you to please modify the clause as below: (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 bepaid by KSEB, as provided in the Power Purchase Agreement (PPA)	The RFP conditions remain unchanged.
14.	<i>Draft Concession Agreement, Page 29, Article 2, Clause2.6.4</i>	The definition of Compliance date should be same as defined in clause 1.1.19	We request you to kindly confirm	The DCA remains unchanged
15.	<i>Draft Concession Agreement, Page 28& 30, Article 2, Clause2.6.5</i>	It is mentioned in this clause on event of non-fulfillment Conditions Precedent by the Concessionaire, Authority	We request you to kindly consider the change	The DCA remains unchanged

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
		<p>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.</p> <p>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>		
	<p>16.<i>Draft Concession Agreement, Article 4-Composition, sub-Clause 4.1, Page 34,</i></p> <p>There shall also be a representative of Concessionaire in the Project Management Unit.</p>	<p>The role of our representative would only be for coordination of activities with PMU/Authority. We understand that there is no full-time deputation to PMU office is required from the</p>	<p>We request you to kindly clarify</p>	<p>The Concessionaire's representative in the PMU is for coordination of activities with PMU/ Authority</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
		Concessionaire.		
	<p data-bbox="253 405 781 520">17.<i>Draft Concession Agreement, Article 5: The Concessionaire obligations- Sub-Clause 5.1, Page 35:</i></p> <p data-bbox="293 571 618 603">Performance Security (a)</p>	<p data-bbox="808 405 1218 730">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 data-bbox="808 786 1218 986">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 data-bbox="808 1042 1218 1241">Further the performance security deposit shall be progressively reduced annually on a pro rata basis during the concession period.</p>	<p data-bbox="1249 405 1655 475">We request you to modify the clause:</p> <p data-bbox="1249 531 1655 1367">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)</p>	<p data-bbox="1686 405 2029 563">Conditions stipulated in the Draft Concession Agreement remains unchanged.</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
			till the end of Concession Period or till the Termination Date, as the case may be. EMD submitted may be adjusted against performance security.	
	18.Draft Concession Agreement, Page 41, General Obligations Cl. 5.10 (a) Provided that in case the Selected Bidder is a Consortium of entities, then the lead member (the “Lead Member”) of such Consortium and the member of consortium meeting either Technical Capacity or Financial Capacity, 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 1year from COD, 51% shareholding in the paid up equity capital until expiration of 10 years	We bring to your notice that 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. Moreover, the financing for the project is also in the scope of the	We request you to modify this clause as: Provided that in case the Selected Bidder is a Consortium of entities, then the lead member (the “Lead Member”) of such Consortium shall have an equity share holding of at least 74% (fifty-one percent) of the paid up 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	Conditions stipulated in the Draft Concession Agreement remains unchanged

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
	from COD and thereafter 26% shareholding in the paid up equity capital during the remaining Concessionperiod.	<p>Concessionaire and the Concessionaire should be allowed to choose in the better interests of the Project.</p> <p>Thus, we request that it should not be made mandatory to have equity Lock-in for such consortium partner whose credentials have been considered for pre-qualification and should left to the discretion of the consortium.</p>	the paid up equity capital during the remaining Concessionperiod.	
19.	<p><i>Draft Concession Agreement, Page 25, Article 2, Clause 2.2 (j)</i></p> <p>To develop the Project using such technology to establish a Waste to Energy plant having a processing capacity of 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> <p>Also, we presume the production capacity of 5 MW specified to be the Gross Power produced at the generator terminal and not the net power</p>	<p>We request you to modify clause as:</p> <p>To develop the Project using such technology to establish a Waste to Energy plant having a processing capacity of minimum300 TPD and a production capability of 5MW Gross power</p>	Article 2 Clause 2.2(j) of Concession Agreement stands revised 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

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
		supplied at the substation grid. Kindly Confirm		5MW Gross power”
20.	<p><i>Draft Concession Agreement: Article 13, cl 13.1 (b), Page 68</i></p> <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</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>We request you to modify the clause as:</p> <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”) 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</p>	Condition stipulated in the Draft Concession Agreement remains unchanged.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
	<p>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>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>21. <i>Draft Concession Agreement: Article 14, clause 14.2 (b), Page 69</i></p> <p>The Concessionaire has failed to process the Solid Waste at the proposed site for a continuous period of 3 (three) days or an aggregate period of 7 (seven) days in any Month; This period shall be exclusive of the maintenance schedule of the Processing Facility;</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/un-scheduled maintenance period). You may also note that the site facilities</p>	<p>We request you to modify: 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>Condition stipulated in the Draft Concession Agreement remains unchanged.</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
		can handle storage up to consecutive 7 days.		
22.	<p><i>Draft Concession Agreement: Article 5 Clause 5.2 (m) Page 37</i></p> <p>ensure that the Project is operational on all calendar days of the year;</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>	We request you to please confirm	Condition stipulated in the Draft Concession Agreement remains unchanged.
23.	<p><i>Draft Concession Agreement: Article 6 sub-clause 6.1.2, Page 44</i></p> <p>The Concessionaire hereby agrees and undertakes that it shall achieve Financial Closure within 180 (one hundred and eighty days) days from the date of this Agreement</p>	<p>Kindly refer the clarification sought/justification provided in S.No._____</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</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	Condition stipulated in the Draft Concession Agreement remains unchanged.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
		days from the Compliance Date. We request you to amend the clause		
24.	<i>Draft Concession Agreement: Article 10 Clause 10.4—Withdrawal upon Termination Sub-Clause 10.4.1 (b): 90% (ninety per cent) of Debt Due, Page 57</i>	For achieving Financial Closure, Banks/FIs will seek 100% Debt due to be appropriated from the Escrow Account credits upon Termination.	We request you to modify the clause 100% (Hundred per cent) of Debt Due	Condition stipulated in the Draft Concession Agreement remains unchanged.
25.	<i>Schedules to Concession Agreement: Schedule 2: Penalties & Damages, S. No.4</i> From a list of three weighbridges <i>Schedules to Concession Agreement: Schedule 1 Cl. 5.14</i> The Concessionaire shall arrange for all facilities and equipment for Weighment - minimum 2 (two) electronic weighbridges	Please note that only one weighbridge at site will be considered for the measurement purpose.	We request you to amend the respective clauses accordingly	Schedule to CA remains unchanged.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
26.	<p><i>Schedules to Concession Agreement: Schedule 1 Cl. 1.3</i></p> <p>In case of any further delay to achieve COD, Liquidated Damages at the rate of 0.1% (zero-point one percent) of the Performance Security per day of delay.</p> <p><i>Schedule 2 Penalties & Damages Cl. 5</i></p> <p>0.1% of the Performance Security per day of delay.</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>	We request you to delete this clause.	Schedule to CA remains unchanged.
27.	<p><i>Schedules to Concession Agreement: Schedule 2 Service Level Benchmarks</i></p> <p><i>3. Extent of recovery of waste collected</i></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	We request you to delete the clause	Schedule to CA remains unchanged.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Response to Bidders queries and clarification of the clauses in the RFP
		clause.		
	28. <i>Schedules to Concession Agreement: Schedule 2 Service Level Benchmarks Penalties & Damages</i>	<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"> 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 	Schedule to CA remains unchanged.
	29. <i>General Point</i>	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	We request you to please confirm	Post tender submission, changes in the Concession Agreement will not be entertained.

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		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.		
30.	<i>RFP Clause 6 Key Details S.No. 16 Last Date and Time of Submission of Tender – 24thApril 2020, IST 14:00 Hrs.</i>	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.	We request you to amend the Last Date and Time of Submission of Tender	Last date of submission of bid extended upto 14.00 hrs on 14 th July 2020.
31.	<i>Appendix VII, Introduction, Cl 2.0: Local Self Government Department, Government of Kerala, proposes to develop an Integrated Solid Waste Management project with a Waste to Energy</i>	It is noted that the Swiss Challenge reference proposal enclosed as Appendix VII is not complying to the tender requirement with respect to the	Please clarify the discrepancy and confirm the minimum assured capacity of the plant.	The assured MSW quantity for the project is 300 TPD. However the Concessionaire shall undertake a detailed waste quantification study to

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	<p><i>plant of a minimum processing capacity of 450 Tonnes Per day (TPD) for the Thiruvananthapuram Cluster.</i></p> <p><i>RFP Vol I, section A, introduction: KSIDC has received an unsolicited proposal from an agency for the development of a solid waste management project through a waste to energy plant of 400 TPD capacity in Design, Build, Finance, Operate and Transfer basis under public private partnership mode at Vizhinjam in Thiruvananthapuram district.</i></p> <p><i>DCA, Cl no 7.1 (f): “shall provide minimum tonnage of 300 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”.</i></p>	<p>capacity of plant.</p> <p>Please reconfirm whether the assured MSW quantity and also the required processing capacity of the ISWM project with WtE plant is minimum 300 TPD or 400 TPD or 450 TPD.</p>		<p>ascertain the quantity of waste generated within the project cluster. If the quantity of waste generated within the cluster is found to be more than 300 TPD the Concessionaire shall design the plant based on the inferences in the waste quantification study.</p> <p>The bidder must ensure without fail, the daily processing of the MSW collected and transported from the cluster at the WtE plant and generation power/ energy as per the approved DPR, for which the Tipping Fee will be paid.</p>

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32.	<p><i>Appendix VII, cl no 3.1.3.2:</i> <i>The height of the boiler is based the residence time needed to ensure complete burnout of the flue gases flue gasses will remain in the boiler at 1560°F for 2 seconds.</i></p>	<p>As per SWM rules 2016, ‘All the facilities in twin chamber incinerators shall be designed to achieve a minimum temperature of 950°C in secondary combustion chamber and with a gas residence time in secondary combustion chamber not less than 2 (two) seconds.’</p> <p>It is noted that the Swiss Challenge reference proposal enclosed as Appendix VII is not complying to the tender requirement with respect to flue gas temperature to be achieved in the furnace.</p>	<p>The proposed facility by the enclosed Swiss Challenge proposal Bidder shall conform to SWM Rules, 2016 in totality.</p>	<p>The proposed facility by all the bidders shall conform to SWM Rules, 2016</p>
33.	<p><i>Appendix VII, annexure 3.1:</i> <i>The overall material flow diagram.</i></p>	<p>The material balance shown is confusing and incorrect. Waste supply quantity to the waste receiving (holding) pit is indicated as 200 TPD Kollam</p>	<p>The flow diagram shown in the Swiss Challenge proposal enclosed as Annexure VII requires to be corrected.</p>	<p>No Comments offered.</p>

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		MSW. Also output of holding pit is indicated as 225 TPD. The MSW flow rate is not in compliance to the Bidder's proposed plant capacity. Enclosed reference proposal to be corrected accordingly.	Further RFP & DCA indicated production capability of 5 MW. So please confirm the expected power capability for bid submission.	
34.	<i>Appendix VII, annexure 3.1, The overall material flow diagram: Plant output 14 MW.</i>	Plant output of 14 MW shown cannot be achieved for the mixed waste parameters proposed for the project. We request KSIDC to obtain and enclose the HMBD clearly indicating the MSW firing rate and the respective fuel LCV in kcal/kg considered.	Please provide the HMBD for the proposed 14 MW case considered in the Swiss Challenge proposal enclosed as Annexure VII.	The data sought is not available.
35.	<i>Appendix VII, Executive Summary, Page 4; Technology / Advantages / Innovativeness: Guaranteed commercial viability, due to the ability to generate 1000 kWh for electricity per MT of MSW.</i>	Such high electricity generation may be theoretically feasible only for RDF with LCV of more than around 11 MJ/kg ~ 12 MJ/kg (2630 kcal/kg ~ 2870 kcal/kg). Segregated waste as proposed in the Swiss Challenge proposal does not	Swiss challenge bidder shall indicate the revised electricity generation per MT of MSW applicable for Vizhinjam plant.	The data sought is not available.

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		have such high LCV. Practical generation rate shall be indicated for the applicable LCV of fuel to be supplied at Vizhinjam plant.		
36.	<i>Appendix VII, Chapter - 3: Project Concept, Cl. 3.1.3.1 Grate, Page 26: NYC MSW has an energycontent of about 9.67 MJ/kg.</i>	It is presumed that New York City Fuel LCV of 9.67 MJ/kg (2310 kcal/kg) is considered in the Swiss challenge proposal which is not applicable for the subject tender. KSIDC shall indicate a reference fuel design LCV and range of LCVs for submission of offer by Bidders.	KSIDC shall indicate a reference fuel design LCV and range of LCVs for submission of offer by Bidders.	The data sought is not available.
37.	<i>RFP Cl no 22.1, Page 28: Bidders are encouraged to submit their respective Bids after visiting the Project site and proposed locations for transfer stations for ascertaining for themselves the existing conditions, location, surroundings, climate, availability of power, water and other utilities for construction,</i>	Please confirm the boundary wall scope if it is in KSIDC or Bidder		All site development works to be carried out by the bidder.

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	<i>access to site, handling and storage of materials.</i>			
38.	<i>Schedule to DCA, Sch.1- Cl no 5.5: For the water requirement of the processing facility, the Concessionaire shall make its own arrangement and arrange for laying of pipeline from the entry gate of the site. PLB/ Authority shall make necessary arrangement to provide water supply from KWA, at the entry gate of the site.</i>	Exact water source is not mentioned. Same is required to understand the quality of the water and design the water treatment plant to be proposed. We request KSIDC to provide a typical water analysis from the same water source.	We request KSIDC to provide a typical water analysis for the proposed raw water supply source.	Successful bidder for the project shall undertake the typical water analysis for the proposed raw water supply source.
39.	<i>Concession Agreement: Article 2, cl 2.2 (a): To design, engineer, finance, procure, construct, install, commission, operate and maintain the Project either itself or through such Person/Contractor as may be selected by it.</i>	Plot plan of the site is needed to develop the proposed ISWM facility layout. Please provide the site layout drawing, preferably AutoCAD for us to develop the WtE plant layout and submit along with the Bid.	Please provide the site layout drawing in AutoCAD format for us to develop the WtE plant layout and submit along with the Bid.	Will be arranged.
40.	<i>Concession Agreement: Article 2, Cl 2.2 (j): To develop the Project using such technology to establish a Waste to</i>	The power generation potential depends mainly on quality and quantity of waste (fuel firing rate) and LCV of the waste. We	We request KSIDC to provide the typical Characteristics (Composition %) of the MSW generated in the cluster.	The Bidder shall undertake the due diligence to gather the typical Characteristics

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	<i>Energy plant having a processing capacity of 300 TPD and a production capability of 5MW.</i>	request KSIDC to provide the typical Characteristics (Composition %) of the MSW generated in the cluster. Typical characteristics shall include data for all seasons (pre-monsoon, monsoon and post monsoon) for appropriate design of the WtE plant.		(Composition %) of the MSW generated in the cluster.
41.	<i>RFP Vol I, Sec B, Cl 7.2:</i> The project is proposed to be developed as a port-based power project at the back up area near Vizhinjam International Seaport Ltd. The power being generated in the plant will be consumed for the operation of the port and its allied activities.	We request KSIDC to provide the exact location of the nearest substation to the project site where the power generated is to be terminated for power evacuation and the power evacuation voltage level. We also request KSIDC to confirm that the Right of Way (ROW) for routing the power evacuation line to the nearest substation will be in the scope of KSIDC / KSEB.	We request KSIDC to provide the exact location of the nearest substation to the project site where the power generated is to be terminated for power evacuation and the power evacuation voltage level. We also request KSIDC to confirm that the Right of Way (ROW) for routing the power evacuation line to the nearest substation will be in the scope of KSIDC / KSEB.	Bidder responsibility to undertake the due diligence and ascertain the details.
42.	<i>Concession Agreement: Article 2, Cl</i>	Geotechnical and topographical	We request KSIDC to provide	The data requested is not

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	<p>2.2 (a): <i>To design, engineer, finance, procure, construct, install, commission, operate and maintain the Project either itself or through such Person/Contractor as may be selected by it;</i></p> <p><i>Concession Agreement: Article 2, Cl 2.2 (i): To appropriate, possess, control and to further, at its sole discretion, utilize, renovate, modify, replace or demolish, free of any cost or charges or any liability for payment of compensation in respect thereof, all the buildings and structures and infrastructure that may be existing on Secondary Collection Points and Sites with reference to Solid Waste management in Project Area.</i></p>	<p>details are required to understand the site ground condition and determine the type of foundations and related construction details for the proposal submission.</p> <p>We request KSIDC to provide the geotechnical reports including boundary map, topo survey map and soil investigation report of the proposed site.</p>	<p>the geotechnical reports including boundary map, topo survey map and soil investigation report of the proposed site.</p>	<p>available. The successful bidder shall undertake the studies and gather data.</p>
43.	<p><i>Appendix VII, Cl no 3.0: The latitude & longitude of the project is 8°22'16.5"N&</i></p>	<p>Based on the coordinates mentioned, we notice that the proposed site location falls</p>	<p>We request KSIDC to confirm the consent to establish a WTE facility in the proposed land</p>	<p>It will be the responsibility of the Successful bidder to obtain necessary approvals</p>

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	77°00'11.4''E.	under CRZ zone II and as per CRZ norms, dumping of waste from cities for landfilling is not permitted in CRZ. Though we are treating the waste, there will be a landfill construction that would be required and therefore, we need permission from KCZMA (Kerala Coastal Zone Management Authority) & SEIAA (State Environmental Impact Assessment Authority) for the construction activities. Please confirm if KSIDC/ Proposer has already considered the above CRZ norms while finalizing the site and have applied for the consent to establish and consent from KCZMA.	which falls under CRZ for the project.	and clearances for the development of the project.
44.	<i>General Point</i>	We bring to your kind notice that the current RFP is on a swiss challenge proposal and	Kindly confirm and provide the assumptions considered in the Swiss Challenge Proposal.	The successful bidder shall submit separate petition along with

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		<p>hence the 'Proposer' would have considered various financial and technical assumption while submitting the offer to the Authority. Being a 'Challenger', we request you to please provide us with the minimum pre-requisite assumptions considered to set a common ground for the bid quotation. Request to kindly confirm.</p>	<ol style="list-style-type: none"> 1. As per the swiss challenge proposal, it is assumed to be 1000 kwh per ton of waste and accordingly the power generation is computed to be 12.5 MW. Please confirm. 2. What is the Power tariff rate considered and is it approved? 	<p>Detailed project Report to KSERC for fixing the tariff rate for the power being generated in the plant.</p>
45.	<i>General Point</i>	<p>As per RFP clause 7.5, the bidder shall provide similar technology as mentioned in the Swiss Challenge Proposal or better technology and as per DCA 1.1.9, Applicable Rules include SWM Rules 2016.</p> <p>We understand that the bidder shall adopt procedures as per SWM Rules 2016 while submitting the technical</p>	<p>We request you to please confirm.</p>	<p>Yes.</p>

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		proposal.		
46.	<i>Bid Submission due date: 30.06.2020</i>	We bring to your kind notice that we would need at least 30 days from the date of clarifications/ responses on pre-bid queries to make a comprehensive proposal and submit a competitive bid	We request to provide extension of atleast 30 days on bid submission date from date of responses to the prebid queries.	Last date of submission of bid extended upto 14.00 hrs on 14 th July 2020.