

22nd July 2020

CORRIGENDUM

Reply to Pre Bid Queries

Sub: Development of Integrated Solid Waste Management Project with a Waste to Energy Plant of 300 TPD capacity on DBFOT basis under PPP mode at Brahmapuram for Ernakulam cluster.

Ref: Tender No. KSIDC/PMU/W2E/14/2020 dated 24th June 2020

Reply to the queries submitted at the pre bid meeting held on 16th July 2020 is attached.

**PROJECT DIRECTOR
PMU- WtE Projects
Kerala State Industrial
Development Corporation Ltd**

M/s AICA ENERGY PVT LTD

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1	4.3 <i>Stipulated Criteria Financial Capacity - At least one member of the consortium who is having more than 26% stakes in the consortium to meet the financial capacity</i>		To be met by the Lead member of the Consortium, who should have more than 51% of the stakes.	Conditions stipulated in the RFP remains unchanged.
2	5.4 <i>Member / Lead member of the consortium should have an equity share holding of 26% of the paid up and subscribed equity of the SPV</i>		Requested to allow The other members (Technical member), to transfer their stakes completely after five years of SPV formation	Conditions stipulated in the RFP remains unchanged.
3	6 (8). Completion period of the work and commissioning of the project - 24 months from the conditions of the precedent specified in the concession agreement	Completion period of 24 months to be counted from the date of first disbursement from the lender (Who is going to finance the project).		Conditions stipulated in the RFP remains unchanged.
4	6 (16). Last date and time of submission of tender	Request to extend the bid submission date by a minimum of 6 weeks from the present bid submission date of 4th August to 19th October 2020 and price bid there after by two weeks.		The last date for the submission of bids extended up to 4 th September 2020.
5		During the meeting, it was mentioned that waste input could go up to 700TPD since Kochi is a bigger city.		The bidder shall undertake due diligence in assessing the quantity of waste generated in the cluster, which is inclusive of the

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		If the plant size designed is 300 TPD , what will happen to the remaining waste? Is the contractor obligated to receive all the waste collected by LSGI say 700 TPD		Kochi city and other municipalities. The successful bidder shall carry out a detailed waste quantification study in the cluster. Based on the study, the Concessionaire shall fix the processing capacity of the plant and design the plant size for processing waste being generated in the cluster.
6	11.1.3 <i>But in no circumstances, the quantity which is going to landfill shall not be more than 10% of the waste quantity received at site.</i>	As the waste characteristics are uncertain and considering the present WTE operating plants in India, it is requested to increase this number to a maximum of 25%.		Conditions stipulated in the RFP remains unchanged.
7		The bid evaluation parameter is Lowest Tipping fee, nothing specified on the PPA tariff. Request KSIDC to confirm the minimum PPA tariff rate that will be eligible for WTE plants. At least follow orders issued by CERC. Would price escalation included with the tariff price?		Fixation of Power tariff is project specific and subject to KSERC guidelines. Bidder may refer to the same.
8	35.2 Incorporation of SPV - Within 30 days of LOI acceptance	Can this duration be increased to 60 days		Conditions stipulated in the RFP remains unchanged.
9	35.3 Performance security – 10 Crores	10 Crores is very high requesting KSIDC to		Conditions stipulated in the RFP remains unchanged.

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		reduce the Performance security limited to 2 Crores with Construction period thereafter to be reduced to 1 Crore		
1		300 TPD waste quantity which is mentioned in the RFP is the mixed waste and before segregation process, is our understanding is correct?		Yes, the understanding is correct. However the successful bidder shall create awareness among general public within the cluster on the scientific waste management and may provide separate coloured collection containers to ensure the segregated collection of waste to the extent possible.
1		and provided – 20 Acres20 Acres is the land provided for Segregation, WTE and Landfill also for the entire Concession period of 25 years?		Yes

M/s Blue Planet Environmental Solutions India Pvt Ltd

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	<p><i>RFP 17 8.1, 8.2 Local Self Government Department, Government of Kerala, proposes to implement Integrated Solid Waste Management Project with a Waste to Energy plant of a minimum processing capacity of 300 Tonnes Per day (TPD) and a production capacity of 5MW for the Ernakulam Cluster operating in the State of Kerala. The Ernakulam Cluster comprises of the following participating LSGIs</i></p>	<p>The project earlier proposed for Kochi was for 300 and the project area was limited to Kochi Municipal Corporation and catchment area included a few adjacent municipalities. The current RFP is for a minimum capacity of 300 TPD. Considering a larger project area under the scope, waste generated is expected to be much above the minimum mentioned. Even for a rough estimation certain basic data is required; per capita waste generation of each ULB, present population data, density of population etc. Request the nodal agency make this data available.</p>		<p>The data sought is currently not available. The bidder shall undertake the due diligence of collecting necessary data from relevant sources.</p>
	<p><i>RFP 18 8.7 Authority will facilitate in obtaining any eligible financial assistance as per the prevailing guidelines of Swachh Bharat Mission (SBM) – Urban 2017, or any prevailing schemes of Ministry of Housing & Urban Affairs, GOI, at the time of execution of the concession agreement. The concessionaire shall prepare and submit to the Authority for approval, a DPR, covering the collection mechanism, technology for processing,</i></p>	<p>It will be helpful if the Authority can provide a tentative VGF disbursement schedule.</p>		<p>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.</p> <p>The SBM guidelines does not specify the disbursement schedule of VGF and the same will be</p>

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	<i>detailed project costing and the capital investment plan</i>			fixed by the Govt on finalization of actual VGF amount.
	RFP 20 11.1.9 To develop the surrounding of the plant with greenhouse concept having plants, lawns, gardens etc. as model spot for educating students/ public on environmental protection and best environment practices.	Please specify the details of surrounding development work for better estimation		The surrounding development work covers the entire aspects which are mandatorily required for such a greenhouse concept and to project the WtE plant as a model plant for waste management in the state.
	RFP 18 8.7 Authority will facilitate in obtaining any eligible financial assistance as per the prevailing guidelines of Swacch Bharat Mission (SBM) – Urban 2017, or any prevailing schemes of Ministry of Housing & Urban Affairs, GOI, at the time of execution of the concession agreement.	Kindly provide the details of the VGF (Centre + State+ ULBs Share) under the SBM shall be available for this project.		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% respectively of the approved VGF. amount.
	<i>RFP 19 11.1.1 To plan, design, engineering, develop, finance, construct, market, operate, maintain and manage integrated solid waste management with collection, segregation, transportation, processing and disposal in identified Cluster as per requisite norms and standards</i>	Unless a basic segregation of biodegradable waste and plastic/other combustibles/glass/ metal is done at the source or at primary collection stage, it will be difficult to deposit the segregated waste in separate containers at secondary collection points. Will the nodal agency/LSGD ensure segregation of waste at		Participating LSGIs are responsible for the collection of segregated waste from primary sources and will ensure that. However the bidder may provide separate containers to waste generators so as to ensure the segregated collection of waste to the extent possible. The bidder

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	<i>prescribed by regulatory authorities.</i>	source and depositing it in the segregated bins at secondary collection points?		shall also take adequate steps to educate public in the cluster to ensure the source level segregation of waste.
	<i>RFP 13 6.(5) Bid Security Amount (EMD) - INR.10 Million /- (Indian Rupees Ten Million</i>	EMD of Rs. 10000000/- (10 Million) is exceedingly high compared to the EMD for similar WtE Tenders for Kozhikode, Kollam, Kannur, Palakkad and projects. Requesting to revise this amount to INR 5 Million for general bidders and 2 Million for MSME's		Conditions specified in the RFP document remains unchanged.
	<i>RFP 35 35.3, DCA 38 5.1 (a) Performance Security 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</i>	The Performance security is too high compared to the Performance Securities for similar WtE Tenders for Kozhikode, Kollam, Kannur, Palakkad and projects. Requesting to revise it to INR 20 Million pre COD and INR 10 Million post COD		Conditions specified in the RFP document remains unchanged.

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	<p>RFP 17 8.1 Local Self Government Department, Government of Kerala, proposes to implement Integrated Solid Waste Management Project with a Waste to Energy plant of a minimum processing capacity of 300 Tonnes Per day (TPD) and a production capacity of 5MW for the Ernakulam Cluster operating in the State of Kerala</p>	<p>There is a 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. Since the technology option is open, we request to remove the clause of 5 MW generation and keep the CBG option open to be excepted</p>		<p>The bidder is free to adopt any suitable technology for processing the MSW, subject to the fact that it is permissible as per the MSW Rules 2016 and follows CPCB & SPCB guidelines. However, as this project envisages complete processing of all bio degradable and non bio degradable MSW in the cluster, the clause of production capability of 5 MW power generation remains mandatory. 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 as per the approved DPR, for which the Tipping Fee will be paid.</p>
	<p>RFP 20 11.1.6 To preferably segregate the waste at source by educating and creating awareness among customers and by providing different collection containers for biodegradable and non-biodegradable wastes.</p>	<p>Kindly specify the support of LSGD/nodal agency/local administration in this activity</p>		<p>See the clarification provided in 16 above.</p>
	<p>RFP 19 10.4 <i>In case the Selected Bidder is a Consortium, a member of the Consortium meeting</i></p>	<p>ADD : Equity Lock-in requirements i. Provided that in case the Selected Bidder is a</p>		<p>Conditions specified in the RFP document remains unchanged.</p>

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	<p><i>either technical capacity or Financial capacity shall subscribe at least 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 2nd (Second) anniversary of the COD for member meeting technical criteria and until 1st (First) anniversary of the COD for member meeting financial criteria. The members of the Consortium along with their Affiliate or Parent or Subsidiary Company (whose technical or financial experience has been claimed for qualification) shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity of the SPV until the 1st anniversary of the COD. The Consortium members in proportion to their shareholding shall hold at least 51% (Fifty one per cent) of the subscribed and paid up equity share capital of the Project SPV until 10th (Tenth) anniversary of COD and thereafter 26% shareholding in the paid up equity capital during the remaining concession period. The Bidder further</i></p>	<p>consortium of entities, then the lead member (the “Lead Member”) of such Consortium and the member whose credentials were considered for prequalification shall have an equity shareholding of at least 51% (fifty-one per cent) of the paid-up Equity capital of the Concessionaire and that all the members of the Consortium together shall hold 100% (one hundred per cent) Equity capital of the Concessionaire, until COD and 51% (fifty-one per cent) shareholding in the paid-up Equity capital until the expiration of 10 (ten) years from COD and thereafter 26% (twenty-six per cent) shareholding in the paid-up Equity capital during the remaining Concession period.</p> <p>ii. Any Consortium member other than the Lead Member shall be allowed to exit the Consortium anytime during the Concession Period post-COD and the Lead Member will be allowed to replace/absorb the shares and responsibilities of other Consortium members, subject to approval from Authority which will not be unreasonably withheld.</p>		

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	<p><i>acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under</i></p>			
	<p><i>RFP 21 12.1.1 (Role of Authority) - To earmark a Project Site admeasuring to 20 Acres at Brahmapuram 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 & Sanitary Land fill.</i></p>	<p>Concessionaire may not be able to take any risk associated with sub-soil conditions. Incase the site is found to be unfavorable for setting up the processing plant, the authority must find an alternative land. Incase of unavailability of any alternative land and the project is cancelled, the Authority must compensate the concessionaire for the expenses incurred till date. Kindly Confirm the same and provide the soil test / assessment report of the site. Secondly, Brahmapuram site has proximity to a river, Kadambryaar and certain portion of the Brahmapuram waste dumping site seems to</p>		<p>The bidder shall visit the site and undertake the due diligence regarding the site conditions.</p> <p>The site proposed for the project is in an existing MSW dumpsite of Kochi Municipal Corporation.</p> <p>The bidder shall thoroughly examine the relevant rules and guidelines regarding the necessity of an EIA study for the development of WtE plant in an existing dumpsite.</p>

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		be low lying land. Does the project need an environment impact study and/or EI Clearance? If yes, will nodal agency get this clearance?		
	<p><i>RFP 21 12.1.3</i></p> <p><i>To ensure generation of minimum of 300 TPD from the identified cluster by the LSGIs and to put in place an appropriate mechanism, which will make it mandatory for the participating LSGIs to contribute solid waste based on their population, economic activities, tourism and other features. 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.</i></p>	<p>LSGIs will be liable to pay penalty to SPV calculated at 50% of the corresponding year Tipping Fee per ton for each ton of shortfall. The penalty shall be payable only if the monthly average of the quantity received at the Site is below 90% of the assured quantity</p>		<p>Conditions specified in the RFO remains unchanged.</p>
	<p><i>DCA 30 2.6.1 (b)</i></p> <p><i>Facilitated and ensured that Land Lease Agreement(s) are executed for the Project Site and vacant and unencumbered to the Concessionaire.</i></p>	<p>Concessionaire may not be able to take any risk associated with sub-soil conditions. In case the site is found to be unfavourable for setting up the processing plant, the authority must find an alternative land. In case of</p>		<p>The bidder shall visit the site and undertake the due diligence regarding the site conditions prior to the submission of bids.</p> <p>The Authority understands the concerns of the bidder</p>

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		<p>unavailability of any alternative land and the project is cancelled, the Authority must compensate the concessionaire for the expenses incurred till date. The same conditions must be incorporated in the DCA</p>		<p>and will ensure all assistance to the concessionaire to prevent such a scenario.</p> <p>Conditions specified in the DCA remains unchanged.</p>
	<p>CA 32 2.6.4 (a) Each Party shall make all reasonable endeavours at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent relating to it within a period of 180 (One Hundred & Eighty) days from the Appointed Date (the "Compliance Period") unless specified otherwise;</p>	<p>Requested that the period be increased to 240 days (two hundred and forty days)</p>		<p>Conditions specified in the DCA remains unchanged.</p>
	<p>DCA 34 3.2 (b) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project and Project Facilities, including the Sites save and except as set forth and permitted under this Agreement.</p>	<p>The concessionaire shall be able to hypothecate the land to avail debt.</p>		<p>Conditions specified in the DCA remains unchanged.</p>
	<p>DCA 45 5.10 Equity Lock-in requirements</p>	<p>i. 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 whose credentials were</p>		<p>Conditions specified in the DCA remains unchanged.</p>

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		<p>considered for prequalification shall have an equity shareholding of at least 51% (fifty-one per cent) of the paid-up Equity capital of the Concessionaire and that all the members of the Consortium together shall hold 100% (one hundred per cent) Equity capital of the Concessionaire, until COD and 51% (fifty-one per cent) shareholding in the paid-up Equity capital until the expiration of 10 (ten) years from COD and thereafter 26% (twenty-six per cent) shareholding in the paid-up Equity capital during the remaining Concession period.</p> <p>ii. Any Consortium member other than the Lead Member shall be allowed to exit the Consortium anytime during the Concession Period post-COD and the Lead Member will be allowed to replace/absorb the shares and responsibilities of other</p>		

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		Consortium members, subject to approval from Authority which will not be unreasonably withheld.		
	DCA 47 6.1.2 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 and in the event of delay, it shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1 (zero point one per cent) of the Performance Security for each day of delay.	The timeline for financial closure is requested to be made 240days (two hundred and forty days		Conditions specified in the DCA remains unchanged.
	DCA 50 7.1 (F) <i>.....Concessionaire shall be liable to claim penalties for non-fulfillment/ damages, calculated at 25% of the corresponding year Tipping fee per ton for each ton of shortfall.</i>	The penalties and non fulfillment damages must be calculated at 50% of corresponding year's tipping fee		Conditions specified in the DCA remains unchanged.
	DCA 56 9.2.1 <i>Authority will facilitate in obtaining any eligible financial assistance as per the prevailing guidelines of Swacch Bharat Mission</i>	Will be helpful if authority can provide a tentative payment schedule of the VGF		Refer the reply given in query 13.

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	<p><i>(SBM) – Urban 2017, or any prevailing schemes of Ministry of Housing & Urban Affairs, GOI. The concessionaire shall prepare and submit to the Authority for approval, a DPR, covering the collection mechanism, technology for processing, detailed project costing and the capital investment plan.</i></p>			
	<p><i>DCA 57 9.4.3 For the payments as provided in Article 9.1, The Concessionaire shall raise by 5th day of a Month, the bill/ invoice for the Tipping Fee for the preceding month. The invoice thus raised shall, subject to due performance by Concessionaire and other terms and conditions of this Agreement, shall be approved by the PMU / Authority by 15th of the month and directed to KSIDC for release of payment.</i></p>	<p>What happens if payment not received by 15th of the month. In case of delay beyond 15 days, there would be an additional interest charged on a pro-rata basis. The rate of interest will be calculated as per the PLR + 3 Alternatively, the authority can keep an amount equivalent to 6 months payment in the Escrow account. This can absorb substantial delays in payments</p>		<p>Conditions specified in the DCA remains unchanged.</p>
	<p><i>DCA 58 9.5.1 The Concessionaire, may produce products such as Refused Derived Fuel (RDF) from Solid Waste,</i></p>	<p>Off takes and bye products from the centralized plant needs to be marketed, income from the same also needs to be factored into the</p>		<p>The bidder shall make there own arrangements for the sale of any off takes and bye products from the plant.</p>

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	<p>Fertilizers from Bio-methanation or similar products, with or without any value addition in Solid Waste received, or aggregate Recyclable/ Reusable materials which have potential to be sold in market directly or indirectly, subject to meeting relevant laws and provisions stipulated by Government of India or Government of Kerala during Condition Precedent and Post-COD period</p>	<p>overall revenue plan. Do you think the Government will commit to buy the off take from the plant? If so, would there be such a commitment? Or what would be the support extended by the LSGD and Nodal Agency towards sales and marketing of the off takes from the plant? Ref : 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>DCA Schedules 11 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 non- covered vehicles (cure Period- 1 day): Rs. 2500 per instance 3. Non-operation of transfer station, if any for</p>	<p>Penalties & Damages: Secondary Storage & transportation (should be revised to) 1.Non-clearance of Designated Bins for consecutive 2 days (cure Period- 5 day): Rs. 1000 per bin per instance 2. Transportation of Solid Waste in non- covered vehicles(cure Period- 5 day) : Rs. 1000 per instance 3. Non-operation of transfer station, if any for one day (cure Period- 5 day): Rs. 2000 per instance</p>		<p>Penalties & Damages specified in the DCA schedules remains unchanged.</p>

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	one day (cure Period- 1 day) : Rs. 5000 per instance			
	DCA Schedules 11 4,5 Penalties & Damages: Waste processing 4. Weighbridge is non-operational at Processing facilities/ landfills due to breakdown for a consecutive period of 2 days :Rs. 1500 per day after 2 days 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 days	Penalties & Damages: Waste processing (should be revised to) 1. Weighbridge is non-operational at Processing facilities/ landfills due to breakdown for a consecutive period of 2 days :Rs. 500 per day after 2 days 2. Failure to achieve COD within 90 days of the Scheduled Construction Completion Date: 0.1% of the Performance Security per day of delay beyond 90 days		Penalties & Damages specified in the DCA schedules remains unchanged.
	DCA Schedules 11 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.		Penalties & Damages specified in the DCA schedules remains unchanged.
	General Query	Please confirm the availability of nearest tapping point for Construction water & electricity nearby site		The bidder is requested to visit the site and undertake the due diligence.
	General Query	Please confirm the safe buffer zone of site as per MSW 2016 rules.		The bidder shall examine the relevant rules and guidelines.
	General Query	Request client to share Site assessment report and soil		The data sought is not available.

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		investigation report, if any.		
	General Query	Request client to share details of public utilities diversion if any at site.		The bidder is requested to visit the site and undertake the due diligence.
	General Query	Please confirm the Incoming power – a. distance of tapping point to plant b. available power HT/LT c. HT=11/22/33KV		The bidder is requested to visit the site and undertake the due diligence.
	General Query	Please confirm the generated power connection point a. distance from plant b. available power HT 11/22/33KV c. if power evacuation in our scope then ROW to be get cleared by client or KSEB		The bidder is requested to visit the site and undertake the due diligence.

M/s EXXELO CEMFUEL LTD

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4		All the survey numbers listed in the RFP document is coming more over to the river has the KSIDC studied the land location prior to floating bid.? how to solve this problem regarding selection of such unutilizable or waste land		The observation is not correct. The survey numbers provided in the RFP belongs to the land earmarked for the WtE project and allotted to the earlier concessionaire by Kochi Municipal Corporation. However, State Government vide GO (Rt) No. 1315/2020/LSGD dtd 02/07/2020 has directed

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				Secretary Kochi Municipal Corporation to take over the land earlier allotted for the project and to the hand over 20 acres of land to KSIDC for the development of waste to energy project.
4		KSIDC has to support the land development cost and or the land mentioned in the RFP has to be changed by providing a suitable flat land		Land development cost is the responsibility of the concessionaire.
4		The land is situated in an eco-fragile or more sensitive area all issues arising In lieu of the land selection has to be done by KSIDC /LSGD/corporation/ state government. Assurance for this has to be done. Mentioning the presence of religious worship places.		The land is part of an existing MSW dumpsite. There are no religious worship places on the proposed project site.
4		The tender is floated for 300 tonnes on daily basis but on accounting the factual from the clusters ULB's it is seen that the waste is coming around 700-800 tonnes per day, is KSIDC descaling the project to 300 tonnes there by reducing the assessment for VGF funding or grants from central government policies and directions , Is it hiding the truth and		The RFP has only specified that the minimum processing capacity required for the plant is 300 TPD. The bidder shall undertake a due diligence to assess the waste quantity in the cluster (Kochi City and the municipalities) before bidding. Based on the assessment, the bidder shall factor the processing capacity of the plant

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		facts for obtaining project benefits .do provide the actual assessment for transparency in project compilation.		accordingly.
4		Waste study analysis report has to be provided by KSIDC considering the fact of present pandemic the report generation from the bidder will not be possible.? If to be done by the bidder the progression time for assessing the waste study has to be considered so time has to be extended		The data sought is not available with KSIDC. The last date for the submission of bids is extended up to 4 th September 2020.
4		“Atmanirbhar india” according to central government policy issued by ministry of expenditure, participation for Indian origin industries has to be promoted. What are specific support given for this “Atmanirbhar india” policy .?		There is no preference or weightage given for foreign companies over Indian companies in the tender.
4		no draft of PPA is provided in the RFP and the process of tariff fixation of power export is vested with KSERC will there be provisions to approach CSERC or is it mandatory to sale the power to KSEB . can the power generated in the plant be sale of to other entities. This has to be cleared by KSIDC by		The bidder shall use the power being generated in the plant for captive purpose of operating the plant and the excess power has to be sold to KSEB at the tariff fixed by KSERC. It may be noted that the fixation of power tariff for waste to energy projects are project specific and

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		providing a draft agreement of PPA		separate petition along with draft PPA to be filed by the successful bidder to KSERC for approval and finalizing the rates. Bidder may source a copy of draft PPA from KSEB.
4		How is the assurance to the revenue or payment for sale of electricity is achieved will there be any revolving LC, please clarify the payment procedure of revenue stream from sale of electricity and tipping fees, will the power procurement agency be coming into this contract.		The payment procedure of Tipping Fee is specified in the DCA. Payment procedure for power is specified in the PPA, bidder may source a copy from KSEB.
5		The injection point or acceptance of power injection from the power distribution company is not provided in the RFP GOVT order has to be substantiated by KSIDC in case KSEB is the power procuring agency		The bidder may clarify the technical aspects of power injection with KSEB.
5		Is there any legal liability for the previous tender floated for Ernakulam?		No.
5		Legal ownership details of the land not provided whether the ownership is with Kochi corporation or state government ,whether any liabilities are there in land accusation		Refer to the reply given in query 42.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
		procedure or any court cases prevailing to land?		
5		Covid regulations issued throughout the country restricts the participation in bidding hence therefore the tender should consider the rules prevailing or issued by the central and other state governments. Ksidc has the obligation to bind on central and state governments rules and regulation so this tender has to be extended or floated in better situation honoring to the pandemic spread.		Date of submission of bid extended up to 4 th September 2020.
5		Will The same tipping fee be given for the extra quantity that will collected over and above 300 tonnes .		The Tipping Fee being paid to the Concessionaire is subject to the successful collection and processing of per tonne of solid waste. Tipping Fee will be paid to the actual quantity of waste collected and processed by the Concessionaire.

M/s ORGANIC RECYCLING SYSTEMS PVT LTD

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
5	<p>RFP - Page no. 18 under Section B project details and scope of the project (PDS), Point No. 8.6</p> <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 byproducts</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).</p>		<p>The bidder is free to adopt any suitable technology for processing the MSW, subject to the fact that it is permissible as per the MSW Rules 2016 and follows CPCB & SPCB guidelines. However, as this project envisages complete processing of all bio degradable and non bio degradable MSW in the cluster, the clause of production capability of 5 MW power generation remains mandatory. 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 as per the approved DPR, for which the Tipping Fee will be paid.</p>
5	<p>DCA - Page. no.23, clause no. 1.1.112</p> <p><i>“Waste to Energy” means all activities, processes and technologies of converting Solid Waste into Electricity for commercial use;</i></p> <p>3</p>	<p>We request you to allow the bidder to choose and implement any other technology & output like Compressed Biogas (CBG).</p>		
5	<p>RFP -Page no. 19, Clause no. 11.1</p> <p>Broad scope of work of private partner</p>	<p>Confirmation of scope of work with regards to site area development, legacy waste and Trees clearing if any at site.</p>		<p>20 acres of land under the possession of Kochi Municipal Corporation at Brahmapuram adjacent to the dumpsite is identified for the project.</p> <p>Site development including cutting of trees is the responsibility of the selected bidder.</p> <p>The bidder shall visit the site and undertake the due diligence regarding the site</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
				<p>conditions prior to the submission of bids.</p> <p>KSIDC has floated a separate tender for LSGD for clearing the Legacy waste at the dumpsite.</p>
5	<p>RFP -Page no. 20, Clause no. 11.1.14</p> <p>The Concessionaire shall be free to change the technology and waste processing mechanism, including change in plant, machinery and civil infrastructure during the course of Concession Period, subject to no financial implication to the Authority and without any disruption in service, reduction in the processing capacity of solid waste and production capacity of power.</p>	Please elaborate		This is only an enabling provision in the Concession Agreement wherein, if the concessionaire wants to adopt a higher or better technology during the course of the concession, the same is permissible subject to no financial implication to the Authority and without any disruption in service, reduction in the processing capacity of solid waste and production capacity of power.
5	<p>RFP -Page no.21, Clause no. 12 – 12.1.1</p> <p>To earmark a Project Site admeasuring to 20 Acres</p>	Request KSIDC to share the available proposed site earmarked layout with contour and topography details.		The data sought is not available with KSIDC at present. The bidder shall contact concerned officials in Kochi Municipal Corporation to obtain the same.
6	<p>RFP -Page no. 13, Bid Security Amount (EMD) INR.10 Million /-</p>	Request KSIDC to reduce the EMD amount to 5 million.		The conditions stipulated in the RFP remains unchanged.
6	<p>23. SITE VISIT AND VERIFICATION OF INFORMATION</p>	Please provide the detailed site topographic study with various		The data sought is not available with KSIDC.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
	<p><i>Page 27</i> <i>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, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are also advised to visit the municipal / panchayat area of Participating LSGIs to understand the existing solid waste practices & process, people behaviour, locations of secondary collection centres, routes of solid waste vehicles etc</i></p>	<p>geographical features, environmental features, soil investigation, component positioning is provided with area map and site & catchment area details for each clusters and also provide waste generation quantity from each clusters. Please provide us with the site assessment report, contour plan and proposed site layout.</p>		
6	<p>Page no.35, clause no. 35.3 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, on</p>	<p>Request KSIDC to the Performance Security to INR. 50,000,000/- (Indian Rupees Fifty Million). And post COD the performance security shall be reduced to INR. 25,000,000/- (Indian Rupees Twenty Five Million).</p>		<p>The conditions stipulated in the RFP remains unchanged.</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
	achievement of necessary financial closure 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.			
6	<p>Page no. 36, B – Prequalification documents</p> <p>5) A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so with resolution number and date</p> <p>8) Certificate from the Company Secretary of Bidder (including each member Consortium) clearly specifying the Affiliate, Parent or Subsidiary Company relationship as mentioned by the Bidder</p> <p>9) Certificate from the Company Secretary to the effect that the Bidder (including each member of Consortium) is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments</p>	We request KSIDC to also accept the respective certificates from the Chartered Accountant.		The conditions stipulated in the RFP remains unchanged.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
6	<p><i>Page no. 18, clause no. 8.7 Authority will facilitate in obtaining any eligible financial assistance as per the prevailing guidelines of Swacch Bharat Mission (SBM) – Urban 2017, or any prevailing schemes of Ministry of Housing & Urban Affairs, GOI, at the time of execution of the concession agreement. The concessionaire shall prepare and submit to the Authority for approval, a DPR, covering the collection mechanism, technology for processing, detailed project costing and the capital investment plan. The financial assistance as approved and released by SBM, MoH&UA and the corresponding GoK share if any will be released as reimbursement to the concessionaire based on the progress of project development and on recommendation of the PMU</i></p>	<p>Kindly provide the details of the VGF (Centre + State+ ULBs Share) under the SBM shall be available for this project.</p>		<p>The expected VGF under SBM guidelines 2017 for solid waste management projects is per capita based. The share of Govt of India in the VGF is maximum of 35% of the VGF amount. Corresponding state share and participating LSGIs share in the VGF is 23.3% and 41.7% of the approved VGF amount.</p>
6	<p><i>Page no. 18 - IN DCA ARTICLE 1: DEFINITIONS AND INTERPRETATION 1.1.75 "Processing Plant/ Processing Facility" means the facility created by the Concessionaire for processing of the Solid</i></p>	<p>As per these 2 clauses in DCA, it seems that bidder can choose any technology but the output shall be power only. We request KSIDC remove this restriction of mandatorily power generation from</p>		<p>The bidder is free to adopt any suitable technology for processing the MSW, subject to the fact that it is permissible as per the MSW Rules 2016 and follows CPCB & SPCB guidelines. However, as</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
	<p><i>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</i></p>	<p>the proposed facility and allow the bidder to have the option to install and generate compressed biogas (CBG) also.</p>		<p>this project envisages complete processing of all bio degradable and non bio degradable MSW in the cluster, the clause of production capability of 5 MW power generation remains mandatory. 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 as per the approved DPR, for which the Tipping Fee will be paid.</p>
6	<p><i>Page no. 29 - 2.2 Rights Associated with the Grant of Concession, clause (j.) 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 and to retain and to retain appropriate any revenues generated from the sale of energy; such technology should be suitable and commercially viable for the purposes of implementing the Project, in accordance with terms of this Agreement, SWM Rules and Good Industry Practice</i></p>			<p>Question not clear</p>
6	<p><i>Page no. 18, clause no. 1.1.75</i></p>	<p>The plant is expected to generate power of 5 MW</p>		<p>The conditions stipulated in the RFP remains</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
	<p><i>“Processing Plant/ Processing Facility” means the facility created by the 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 ;</i></p>	<p>out of a 300 TPD plant. However, practically the expected generation should be around 1 MW out of 100 TPD plant ie. 3 MW out of a 300 TPD plant in a similar ratio.</p>		<p>unchanged.</p>
6	<p>Page no. 12, clause no. 4,5 Penalties & Damages: Waste processing 4. Weighbridge is non-operational at Processing facilities/ landfills due to breakdown for a consecutive period of 2 days :Rs. 1500 per day after 2 days 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 days Penalties</p>		<p>Penalties & Damages: Waste processing (should be revised to)</p> <ol style="list-style-type: none"> 1. Weighbridge is non-operational at Processing facilities/ landfills due to breakdown for a consecutive period of 5 days :Rs. 500 per day after 5 days 2. Failure to achieve COD within 90 days of the Scheduled Construction Completion Date: 0.1% of the Performance Security per day of delay 	<p>The conditions stipulated in the RFP remains unchanged.</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
			beyond 90 days	
6	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 RFP remains unchanged.
7		We understand that there is another concession agreement currently existing between the Kochi Municipal Corporation and another Consortium. We have learnt that LSGD has issued orders to cancel this concession agreement on 5th June 2020. Has this concession agreement already been cancelled or still prevailing		In accordance with the directions contained in the Government Order Kochi Municipal Corporation has been instructed to terminate the earlier concession agreement. Accordingly, Kochi Corporation has terminated the Concessionaire Agreement executed earlier.
7		We understand that the previous concessionaire has approached the Kerala High Court for a continuation of their concession agreement. Any decision taken on this? What will be the impact on this new tender process and how new tenderer shall be safeguarded / indemnified?		Till now, no order has been passed by the Honourable High Court staying this tender process.
7		Please confirm the		The Concessionaire is

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
		availability of nearest tapping point for Construction water & electricity nearby site.		advised to visit the site and collect necessary data.
7		Provided land should free of any encumbrances (over and under the ground).		Land will be provided to the Concessionaire free from encumbrances.
7		As the project viability is dependent on the assumption of quantity and quality of waste, the client shall give the guaranty for supply of measured quantity of waste with its characteristics (like Biodegradable, Recyclables, Inert etc)		Supply of minimum 300 tonnes of waste is guaranteed.
7		Please confirm the safe buffer zone of site as per MSW 2016 rules		The Concessionaire shall visit the site and collect necessary data.
7		Request KSIDC to share details of public utilities diversion if any at site.		The Concessionaire shall visit the site and collect necessary data.
7		Please confirm the Incoming power – a. distance of tapping point to plant b. available power HT/LT c. HT=11/22/33KV		The Concessionaire shall visit the site and collect necessary data.

M/s GJ ECOPOWER PVT LTD

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
	<p><i>In the RFP document clause no 8.3. “ GoK/LSGIs will contribute the required land (20 acres in survey nos 30/2,3,4,5,6,7,8,9,15,16,17,18,19; 35/2,3,4,5,6,7,8,9,10,11,12,13,14,16,17,18, 19,20,22,23,24; 36/ 2,3,4; 37/1,2,3,4,5,6,7,8,9,11; 38/2,6,7; 56/1) on a nominal lease and the Private Partner is expected to design the plant and a comprehensive plan for the complete chain of solid waste management, build the same by arranging the finance required for the same, operate the project for the specified period and transfer it back to GoK/LSGIs at the end of the specified period, in accordance with the detailed terms and conditions contained in the draft Concession Agreement”.</i></p>	<p>Considering the above statement quoted in the RFP the demography of the survey numbers is assessed to as follows:</p> <ol style="list-style-type: none"> 1. Some of the area in this survey shows river outflow or river cause is flowing. 2. Some acres are marshy with geo technical assessment of 2 mtrs in depth. 3. Rest are low lying areas related to the reference values observed. <p>For a power plant to be constructed in such demographical area it requires more time and cost. For a level to be considered is 3 Meters from AMSL above HFL. Then only we will be able to get an insurance package for the installation. Without an insurance policy the investor will not be able to give his hand to such risky projects. For</p>		<p>State Government has issued orders to Kochi Municipal Corporation to earmark and hand over suitable 20 acres of land from the parcel of land under their possession at Brahampuram on lease basis to KSIDC with the permission to KSIDC to sublease the same to the private implementing agency being identified for the development of the project.</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
		<p>mitigating such risk and to avail the insurance policy the site has to be prepared.</p> <p>To achieve a ground level of 3 meters, 3-4 lakh cubic meters of red soil is required for laying out in the project area, with specific compaction prescribed by CPWD. Also 2 to 4 meters(depth) of marshy clay has to be removed. For procuring large quantity of red soil we require environmental clearance for the movement and excavations from the origin. The local regulations kept will make the process time consuming and the entire process escalating the project cost in fraction of 20-25 cr. This cost and time have to be considered by KSIDC /LSGD.</p> <p>To provide a strong</p>		

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
		financial spread sheet for this project there should be a clear clarity regarding the land and lease agreements which is not clearly put forwarded by the tenderer. at this point of time these points will make vital importance for furnishing the financial projections.		

M/s RESPUBLICA CONSULTING PVT LTD

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
7		EMD of Rs. 10000000/- (10 Million) is exceedingly high	We seek a revision in line with the EMDs for	Conditions stipulated in the RFP remains unchanged.

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		compared to the EMD for similar WtE Tenders for Kozhikode, Kollam, Kannur, Palakkad and projects..	other similar project by the State of Kerala	
8	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.” –	This is also too high compared to the Performance Securities for similar WtE Tenders for Kozhikode, Kollam, Kannur, Palakkad and projects.	We seek a revision to this in line with the other similar project by the State of Kerala.	Conditions stipulated in the RFP remains unchanged.
8		Unless a basic segregation of biodegradable waste and plastic/other combustibles/glass/ metal is done at the source or at primary collection stage, it will be laborious task to deposit the segregated waste in separate containers at secondary collection points.	Will the nodal agency/LSGD ensure segregation of waste at source and depositing it in the segregated bins at secondary collection points?	Adequate steps to be taken by the Concessionaire to create awareness among general public on the need of segregation of waste and its scientific processing. The Concessionaire may provide separate collection containers to households and other waste generators to ensure the segregated collection of

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
				waste to the extent possible.
8		Could you specify the availability of subsidies, financial assistance and VGF provided by the Centre, State and local administration for the Kochi WtE project as per SBM guidelines?		Ministry of Housing & Urban Development has issued Swachh Bharath Mission scheme and as per the mission guidelines projects pertaining to urban solid waste management will be provided a per capita based capital grant in the form of VGF. The share of Govt of India in the VGF is maximum of 35% of total VGF amount. Corresponding state share and participating LSGIs share in the VGF is 23.3% and 41.7% of the approved VGF amount.
8		We understand that the Tipping Fee is paid to the concessionaire on a monthly basis and the nodal agency will ensure the payment being transferred to the Concessionaire. Could you elaborate the payment mechanism as per guidelines in place for other similar projects in the State?		State Government through necessary Government order has confirmed that KSIDC, the nodal agency for implementation of seven waste to energy projects will be provided necessary budgetary support to meet the expenditures being incurred in connection with the project. The mechanism for the payment of Tipping Fee will be specifically detailed in the Inter LSGI Agreement which is being executed on

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
				post tender phase of the projects.
8		If power is generated as output of the plant, could it be utilized only for captive use? If the State provides a buyer, such as KSEB, what would be the tariff offered? Again, what will be the payment mechanism in this case?		<p>The successful bidder can utilize the power being generated in the plant for captive purpose of operation of the plant and the excess power shall be sold to KSEB.</p> <p>The Tariff Rate for the sale of the power being generated in waste to energy plant is project specific and separate petition along with draft Power Purchase Agreement (PPA) to be submitted by the Concessionaire to KSERC for finalizing the rate. The mechanism for the payment of power tariff will be specified in the PPA.</p>
8		Off takes and bye products from the centralized plant needs to be marketed, income from the same also needs to be factored into the overall revenue plan. Do you think the Government will commit to buy the off take form the plant? If so, would there be such a commitment? Or what would be the support extended by the LSGD and Nodal Agency towards		The bidder shall make their own arrangements for the marketing and sale of any off takes from the plant.

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
		sales and marketing of the off takes from the plant?		
8		Is any portion of the land earmarked for the project a part of the huge dump site at Brahmapuram? Or is it an adjacent land parcel cleared of all legacy waste? Have you factored the time and efforts required for clearing the legacy at the site in that case?		<p>20 acres of land under the possession of Kochi Municipal Corporation at Brahmapuram adjacent to the dumpsite is identified for the project.</p> <p>The bidder shall visit the site and undertake the due diligence regarding the site conditions prior to the submission of bids.</p> <p>KSIDC has floated a separate tender for LSGD for clearing the Legacy waste at the dumpsite.</p>
8		<p>Brahmapuram site has proximity to a river, Kadambraayar and certain portion of the Brahmapuram waste dumping site seems to be low lying land.</p> <p>a) Does the project need an environment impact study and/or EIA Clearance?</p> <p>b) If yes, will nodal agency get this clearance?</p> <p>c) Is any part of the land wet land?</p> <p>d) Are all the survey numbers mentioned in the RFP, garden land as per documents?</p>		<p>The bidder shall visit the site and undertake the due diligence regarding the site conditions.</p> <p>The bidder shall thoroughly examine the relevant rules and guidelines regarding the necessity of an EIA study for the development of WtE plant in an existing dumpsite. If EIA clearance is required the bidder shall carry out the due diligence of submitting necessary applications to concerned departments/agencies for obtaining the same.</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
		e) Is there any reclaimed land area in this land parcel?		
8	3.1(DCA) "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 Encumbrance, for the purpose of implementing the Project."	Will the earmarked land be cleared of any legacy waste present within this 30 days of appointment?		Government has given direction to Kochi Municipal Corporation to earmark 20 acres of suitable land under their possession and to hand over the same to KSIDC for the development of the project. The land earmarked for the project will be free from legacy waste.
8		Is there any existing infrastructure on the land earmarked for the project? Has any land development/piling/ construction or pre-construction activities already done at the site? Any data on this could be made available?		The bidder shall visit the site and undertake the due diligence regarding the site conditions.
9		a) Is there any soil test report available for this site? Could it be made available to the bidders at this stage for preparing for the bid submission? (b) Basic waste characterization study reports and waste quantity		No such studies have been carried out for Kochi cluster and the data sought is currently not available with KSIDC

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
		<p>analysis reports are not provided along with the RFP. Will it be made available for the bidders?</p> <p>(c) KSIDC has provided Site Assessment Report which includes project area details and demographics for all the previous projects. In case of Kochi cluster, if the bidder is expected to do the site study, project area study and waste study and analysis, it is going to be a time consuming affair. Will any government agency offer support of any kind towards this study?</p>		
9		<p>A basic site study and project area survey need to be done prior to preparation of bid especially in the absence of a detailed site analysis report. Owing to the pandemic and travel ban in/from containment zones and hotspots this could not be completed</p>		<p>Last date for the submission of bids extended up to 4th September 2020.</p>

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query
		within the stipulated time. The last date of submission of bids is 4th August 2020. We request extension for submission of bid on the above ground.		
9		RFP states in section Scope of Work, "To preferably segregate the waste at source by educating and creating awareness among customers and by providing different collection containers for biodegradable and non-biodegradable wastes". How far will the LSGD/nodal agency/local administration support in creating awareness among public, organizing ULB wise awareness campaigns/programs, print/electronic digital campaigns etc. to segregate waste at source and effectively use colour coded bins at secondary collection points?		Participating LSGIs are responsible for the collection of segregated waste from primary sources and will ensure that. The bidder shall also take adequate steps to educate public in the cluster to ensure the source level segregation of waste. Necessary support and assistance will be given to the Concessionaire in its endeavor of creating awareness general public on the necessity of scientific waste management. However the bidder may provide separate containers to waste generators so as to ensure the segregated collection of waste to the extent possible.

M/s Tholani Clean Energy Private Limited

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query.
9		As per the RFP 180 days is		Conditions stipulated in the

S No.	Tender Document Section, Clause & Page no.	Queries/Clarification Sought	Proposed Changes/ Modifications Requested	Responses to the Query.
		<p>given for financial closure achievement as per current prevailing situation which is not at all possible due to head raising issues</p> <p>a. As landfill is proposed in the RFP a mandatory environmental permits is required. For obtaining the EC three seasonal studies are required (1 year),public hearing is required SEIAA presentation is required which takes around 560 days .</p> <p>b. For fixing the tariff and getting PPA executed it will take more than 350 days after public hearing .</p> <p>c. All the above subjected matter will prolong with situations prevailing within the state due to covid 19 So the days deployed for achieving the condition precedent is not enough, do make appropriate thinking while establishing a condition precedent time. This 180 days has to be extended.</p>		<p>RFP remains un changed.</p> <p>If such a scenario occurs, wherein the PPA finalization or any clearances is taking more time despite the best efforts taken by the concessionaire, adequate extension will be given as detailed in the RFP/ DCA for which the successful bidder shall submit necessary applications.</p>
9		<p>This tender procedure for global bidding has to be stopped as the restriction is there for international travel and inter state travel.</p>		<p>Not a relevant question.</p>
9		<p>What support do</p>		<p>LSGD/ KSIDC and</p>

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		KSIDC/LSGD/state give if there is any public protest occurs and also the remedial measures taken on behalf of the upcoming wte project to a very sensitive area such as religious place of mosque and a temple very closer to the proposed site. ?		participating LSGIs has equal responsibility along with the concessionaire in ensuring the successful development of this project under DBFOT mode and necessary remedial steps will be taken if any such incidents occur. There are no religious worship places on the proposed project site.

M/s Zonta Infratech Pvt Ltd

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9	<i>RFP Vol 1, Section A, Page 11, Clause 4. Minimum Eligibility Criteria, Technical Capacity: (ii) shall have experience of design & development of at least one Waste to Energy Plant of minimum 1 MW in India or abroad in the period of past five years from the bid due date and the relevant plant is currently in operation; OR successful operation of at least one Waste to Energy Plant of minimum 1 MW capacity for a minimum period of 1 year in India or abroad</i>	The said project estimated power output is 5MW and to set the level playing field for qualified and competent bidders to participate in a competitive bidding, we request you to please keep minimum eligibility as 5MW in India or abroad.	We request to modify the clause as below: (ii) shall have experience of design & development of at least one Waste to Energy Plant of minimum 5 MW in India or abroad in the period of past five years from the bid due date and the relevant plant is currently in operation; OR successful operation of at least one Waste to Energy	The criteria detailed in the RFP remains unchanged.

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			<i>Plant of minimum 5 MW capacity for a minimum period of 1 year in India or abroad</i>	
9	<p><i>RFP Vol 1, Section A, Page 11, Clause 4. Minimum Eligibility Criteria: 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 2018.</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 consider Annual Turnover as the</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 criteria detailed in the RFP remains unchanged.</p>

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		Financial Eligibility Criteria.		
9	<p><i>RFP Vol.1, Section A, Page 13, Clause 6 - 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 28 – Bid Security-sub-clause 28.1</i></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 5 Million (INR 5,000,000/-) 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 request you to kindly consider the same. Bid Security Amount (EMD) INR. 5 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 conditions detailed in the RFP remains unchanged.</p>
9	<p><i>RFP Vol I, Section A, Clause 6, 11. Site Visit</i></p> <p><i>RFP Vol I, Section B, Page 17 Clause 8 Project Background 8.3</i></p> <p>GoK/LSGIs will contribute the required land (20 acres in survey no's 30/2,3,4,5,6,7,8,9,15,16,17,18,19; 35/2,3,4,5,6,7,8,9,10,11,12,13,14,16,17,18,</p>	<p>As per RFP it is mentioned that site visit shall be arranged on request. We request for a site visit along with your nodal officer to understand the boundary limits and site conditions for bid</p>	<p>Kindly please confirm a suitable date and time to conduct site visit along with your nodal officer before due date of submission.</p>	<p>The bidder may intimate their date of convenience in advance. Arrangements will be by made for the visit.</p>

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	19,20,22,23,24; 36/ 2,3,4; 37/1,2,3,4,5,6,7,8,9,11; 38/2,6,7; 56/1)	preparation and submission. Further, as per RFP Section B, clause 8, it is understood that 20 acres land will be provided for the Project, however, we request to share the exact location coordinates along with the geotechnical, topographic survey reports for detailed assessment and understanding.		
1	<i>RFP Vol I, Section A, Clause 6, 22. Hard copy submission of technical proposal, stamp paper/ notarized documents</i>	In the prevailing lock down situation as mentioned above, we request you to please provide atleast 3 working days from the date of online submission for submission of hard copy.	Kindly please allow at least 3 working days from online submission date for hardcopy submission.	The date and time specified in the tender document for the submission of hard copy of the technical proposal remains unchanged.
1	<i>RFP, Appendix IV, Page 58 For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.</i>	We bring to your kind attention to the prevailing world wide pandemic situation and the lockdown to prevent the spread of COVID19. In this situation, legalization by Indian Embassies abroad are not be practically possible. Further, the Embassies have also providing restricted	Please for your consideration.	The conditions detailed in the RFP document remains unchanged.

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		<p>services only avoiding physical documentary requirements. Hence, we request you to remove this requirement or permit notarization by Notary Public in India.</p>		
1	<p><i>RFP Vol I, Section B, Page 19, Sub Clause 11.1.3.</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 at the Site (to be monitored on a monthly basis)</p> <p><i>Draft Concession Agreement, General Obligations Clause 5.2 (g), Page 39</i></p> <p><i>Schedules to Concession Agreement: Schedule 1 Cl. 5.9, Page 9</i></p> <p><i>Schedules to Concession Agreement: Schedule 2 Penalties & Damages Cl. 6</i> Inert/Residual waste greater than 5% sent to landfill</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 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>We request you to modify the RFP sub-clause 11.1.3 as:</p> <p>... 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>DCA clause 5.2 as: ...not more than 25% (Ten percentage) of waste processed;</p> <p>5.9 of Schedules to Concession Agreement-Schedule 1 as: ...not in excess of 25% (Twenty-Five percent) of input waste quantity.</p> <p>6 Schedules to Concession Agreement - Schedule 2 Penalties & Damages as: - Inert/Residual waste greater than 25% sent to landfill.</p>	<p>The conditions detailed in the RFP document remains unchanged.</p>

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1	<p><i>RFP Vol.1 Section B, Page 21, Role of the Authority,</i> <i>Clause 12.1.3:</i> 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.</p>	<p>WTE Plant Power Output will be computed based on the minimum guaranteed waste supply of 300 TPD and accordingly revenues are considered. Any shortfall in waste supply quantity will affect both our revenues from tariff and tipping fee. We, therefore, request the authority to consider 100% of the corresponding year Tipping Fee per ton plus equivalent tariff compensation for each ton of shortfall of minimum guaranteed waste supply.</p>	<p>We request you to modify the clauses as below: 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>	<p>The conditions detailed in the tender document remains unchanged.</p>
1	<p><i>RFP Vol.1, Section C, Page 34, Clause-32.13 Technical Scoring Criteria:</i></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 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>We request you to modify the clause 33.1 as below: Price Bids of Prequalified Bidders who have got minimum technical score of 65 marks only will be opened for Financial Evaluation</p>	<p>The conditions detailed in the tender document remains unchanged.</p>

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	1 <i>DCA Definitions 1.169 PLBs</i>	As per the DCA and RFP, the PLBs are defined and limited to the 14 ULBs mentioned. However, to ensure continuous supply of waste for the designed capacity in case of any shortfall, we request you to please add a line to the definition that “additional nearby ULBs shall be added to the PLBs/ Project Area as and when required on mutual agreement of the contracting parties”. This will mitigate the risk associated with supply of waste during financial closure discussions and will enable compliance smoothly.	“Participating Local Bodies” “additional nearby ULBs shall be added to the PLBs/ Project Area as and when required on mutual agreement of the contracting parties”.	All 14 ULBs in the district is included in the cluster and the concessionaire shall undertake a detailed waste quantification study to assess the total waste available in the cluster and design the capacity of the plant accordingly.
	1 <i>DCA Article 7: Authority and PLB obligations</i>	During financial closure discussions for our waste to energy plant in Kozhikode, the financial institutions have asked specifically to get an indemnity from the past liabilities pertaining to the project site. Thus, it is a very important requirement for all Financial Institutions and hence request to add the same in the	We request Authority and PLBs to add a clause confirming that “g. It is hereby confirmed that the liabilities pertain to environmental standards of the Project Area as on the date of handover of the Site to the Concessionaire and prior to that date shall be the responsibility of the Authority/Kochi Municipal Corporation and the Concessionaire shall be	No change in the DCA.

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		DCA	absolved and indemnified from any such past liabilities”	
1	<p>DCA Article 22. Miscellaneous, Assignment of Charges mortgage/ pledge/ hypothecation of moveable assets/goods purchased by Concessionaire, revenue and receivables received by Concessionaire (excluding Insurance proceeds) in favor of the Lenders for the Project. Provided, no charge/ mortgage/ lien/ hypothecation or encumbrance of any kind whatsoever can be created or construed as allowed to be created over the Project Assets including the Site, assets and equipment provided by the PLBs for the Project.</p>	<p>We request to allow assignment of charges as per GO.82/2018/LSGD/ dated 11.06.2018.</p> <p>The subject GO in clause 4.13 provides for mortgage of leasehold rights on land during concession period for raising finance to establish and operate the plant. Accordingly, please clearly specify the same assignment of charges to provide comfort to the lenders for financial closure.</p>	<p>Please modify the clause clearly to permit assignment of charges of leasehold rights on land for raising finance for the Project.</p>	<p>The conditions specified in the DCA remains unchanged.</p>
1	<p>DCA Article 2.6.1 Conditions Precedent for the Authority, Page 29 S.No. (b) Facilitated and ensured that Land Lease Agreement(s) are executed for the Project Site and vacant and unencumbered possession of all the Site(s) is handed over to the Concessionaire.</p> <p>DCA, Article3: Sites, Clause 3.1 Handover of sites, page 33 S.No. a):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-</p>	<p>We bring to your notice that mentioned DCA Clauses 2.6.1 (b) and 3.1 a) are contradicting.</p> <p>We understand that the earmarked, Vacant and unencumbered possession of Project site of 20 acres shall be leased to the concessionaire within 30 days from the</p>	<p>Kindly Confirm</p>	<p>The understanding is correct.</p>

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	<p>where-is basis, free from all Encumbrance, for the purpose of implementing the Project.</p>	<p>appoint data and the term of such lease shall be co-terminus with the Concession Agreement. Also, the Project Site shall be leased in vacant, clear from legacy waste and unencumbered condition.</p> <p>We request the Authority to kindly confirm.</p>		
1	<p><i>Draft Concession Agreement, Page 48, 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 guaranteed waste supply.</p>	<p>We request you to modify the clauses as below:</p> <p><i>Draft Concession Agreement, Page 48, 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 corresponding year Tipping Fee per ton plus equivalent tariff compensation for each ton of shortfall.</p>	<p>The conditions specified in the RFP document remains unchanged.</p>
1	<p><i>Draft Concession Agreement, Page 48, Article 7, Clause 7.1 (f)</i></p>	<p>Kindly refer the clarification</p>	<p>We request you to delete this clause.</p>	<p>The conditions specified in the</p>

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	The penalty shall be payable only if the monthly average of quantity received at the Site is below 90% of assured quantity.	sought/justification provided in S.No. 6.		RFP document remains unchanged.
1	<i>Draft Concession Agreement, Page 29, Article 2, Clause 2.6.1 Conditions Precedent for the Authority</i> (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 site proposed for the project is part of an existing MSW dumpsite of Kochi Municipal Corporation. The bidder shall thoroughly examine the relevant rules and guidelines regarding the necessity of an EIA study for the development of WtE plant in an existing dumpsite.
1	<i>Draft Concession Agreement, Page 30, Article 2, Cl. 2.6.3 Conditions Precedent for Concessionaire</i> (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	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,	The conditions detailed in the RFP document remains unchanged.

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		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.	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.	
1	<p><i>Draft Concession Agreement, Page 31, Article 2, Cl. 2.6.3</i></p> <p>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 be paid by KSEB, as provided Power Purchase Agreement (PPA) signed between Concessionaire and KSEB separately;</p>	Without a firm Power Purchase Agreement and Tariff Fixation the Concessioner will not be able to achieve Financial Closure. Banks/FIs requires compliance of all the conditions precedent including DPR, Statutory Approvals and Power Purchase Agreement before sanctioning the debt for the Project Financing. The project is Financially viable only with a firm PPA and Financial Closure, so, we request you to consider signing of PPA to be one of the Conditions Precedent.	<p>We request you to please modify the clause as below:</p> <p>(j) Signed and Procured execution of Power Purchase Agreement (PPA) with Kerala State Electricity Regulatory Commission (the "Power regulator") for fixing power tariff for the Waste Processing Plant to be paid by KSEB, as provided in the Power Purchase Agreement (PPA)</p>	Conditions specified in the RFP document remains unchanged.
1	<p><i>Draft Concession Agreement, Page 31/32 Article 2, Clause 2.6.5</i></p>	It is mentioned in this clause on event of non-fulfillment Conditions Precedent by the Concessionaire,	We request you to kindly consider the change	The conditions detailed in the RFP document remains unchanged.

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		<p>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.</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>		
1	<p><i>Draft Concession Agreement, Article 4-Composition, sub-Clause 4.1, Page 36,</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 Concessionaire.</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>
1	<p><i>Draft Concession Agreement, Article 5: The Concessionaire obligations- Sub-Clause 5.1, Page 37:</i></p> <p>Performance Security (a)</p>	<p>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</p>	<p>We request you to modify the clause:</p> <p>The Concessionaire shall for the due and punctual performance of its obligations hereunder</p>	<p>The conditions detailed in the RFP document remains unchanged.</p>

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		<p>the entire responsibilities and risks are assigned to the Concessionaire.</p> <p>We request you to consider a maximum of INR 2 Crores. Similar projects of same size at other states have INR 2 Crores as Performance Security.</p> <p>Further the performance security deposit shall be progressively reduced annually on a pro rata basis during the concession period.</p>	<p>relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee from a scheduled bank in India, in favour of the "Managing Director, Kerala State Industrial Corporation Limited", in the form as set out in Schedule 6, ("Performance Security") for a sum of Rs. 2,00,00,000 (Two Crore only) till the Commercial Operations Date ("COD"). Post COD, the Performance Security shall be reduced to Rs. 1,00,00,000 (One Crore only) till the end of Concession Period or till the Termination Date, as the case may be.</p> <p>EMD submitted may be adjusted against performance security.</p>	
1	<p>Draft Concession Agreement, Page 44 General Obligations Cl. 5.10 (a)</p> <p>..... 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</p>	<p>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</p>	<p>We request you to modify this clause as:</p> <p>..... Provided that in case the Selected Bidder is a Consortium of entities, then the lead member (the "Lead Member") of such Consortium shall have an equity share holding of at least 74% (fifty-one</p>	<p>The conditions detailed in the RFP document remains unchanged.</p>

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	<p>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 from COD and thereafter 26% shareholding in the paid up equity capital during the remaining Concession period.</p>	<p>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 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>	<p>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 the paid up equity capital during the remaining Concession period.</p>	
1	<p><i>Draft Concession Agreement, Page 28, 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</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 minimum 300 TPD and an</p>	<p>Article 2 Clause 2.2(j) of Concession Agreement stands revised as "To develop the Project using such</p>

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		<p>production capacity of 5 MW specified to be the Gross Power produced at the generator terminal and not the net power supplied at the substation grid. Kindly Confirm.</p> <p>Also, considering mixed waste, generating 5MW from 300 TPD is not feasible. So, the power generation can be confirmed only after minimum calorific value is made known to the bidders. Alternatively, the minimum assured quantity can be increased suitably to obtain 5MW Gross power.</p>	<p>estimated production capability of 5MW Gross power.</p>	<p>technology to establish a Waste to Energy plant having a processing capacity of minimum 300 TPD and a production capability of 5 MW gross power</p>
1	<p><i>Draft Concession Agreement: Article 13, cl 13.1 (b), Page 70</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</p>	<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:</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")</p>	<p>Condition stipulated in the Draft Concession Agreement remains unchanged.</p>

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	<p>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>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><i>Draft Concession Agreement: Article 14, clause 14.2 (b), Page 72</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 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</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>

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		the site facilities can handle storage up to consecutive 7 days.		
1	<p><i>Draft Concession Agreement: Article 5 Clause 5.2 (m) Page 40</i></p> <p>ensure that the Project is operational on all calendar days of the year;</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.	We request you to please confirm	Condition stipulated in the Draft Concession Agreement remains unchanged.
1	<p><i>Draft Concession Agreement: Article 6 sub-clause 6.1.2, Page 46</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. 18: For achieving Financial Closure, Banks/FIs require compliance of all the conditions precedent including DPR, Statutory Approvals and Power Purchase Agreement before sanctioning the debt for the Project Financing.</p> <p>Thus, the Financial Closure shall be achieved within 180 days from the Compliance Date. We request you to amend the clause.</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.
1	<p><i>Draft Concession Agreement: Article 10 Clause 10.4—Withdrawal upon</i></p>	For achieving Financial Closure, Banks/FIs will	We request you to modify the clause	Condition stipulated in the

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	<p><i>Termination</i> Sub-Clause 10.4.1 (b): 90% (ninety per cent) of Debt Due, Page 59</p>	<p>seek 100% Debt due to be appropriated from the Escrow Account credits upon Termination.</p>	<p>100% (Hundred per cent) of Debt Due</p>	<p>Draft Concession Agreement remains unchanged.</p>
1	<p><i>Schedules to Concession Agreement: Schedule 1 Cl. 1.3</i> 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> 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>	<p>We request you to delete this clause.</p>	<p>Condition stipulated in the Schedules of Concession Agreement remains unchanged.</p>
1	<p><i>Schedules to Concession Agreement: Schedule 2 Service Level Benchmarks 3. Extent of recovery of waste collected</i></p>	<p>The waste collected is processed and the inerts are disposed in the scientific manner as per the scope. Thus, there is no waste recovery applicable and hence we request to please delete this clause.</p>	<p>We request you to delete the clause</p>	<p>Condition stipulated in the Schedules of Concession Agreement remains unchanged.</p>
1	<p><i>Schedules to Concession Agreement: Schedule 2 Service Level Benchmarks Penalties & Damages</i></p>	<p>The mentioned penalty parameters will automatically affect the revenue of the Concessionaire in case</p>	<p>We request you to modify as below:</p> <p>1. Non-clearance of designated bins for consecutive 2</p>	<p>Condition stipulated in the Schedules of Concession Agreement</p>

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		<p>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>days - Rs. 1000 per instance</p> <p>2. Failure to achieve COD within 90 days of the schedule construction completion date-0.05% of Performance Security per week of delay beyond 90 days</p>	<p>remains unchanged.</p>
1	<i>General Point</i>	<p>We would request the authority to confirm that the final version of Concession Agreement, in line with the Draft shared along with RFP, may be discussed and deliberated during the award of the project to the Successful Bidder. It is important that as this is an investment project to the State of Kerala, a mutually acceptable document is derived during the contract negotiations without which investment model cannot be viable.</p>	We request you to please confirm	<p>Post tender submission, changes in the Concession Agreement will not be entertained.</p>
1	<i>RFP Cl no 23.1, Page 27: Bidders are encouraged to submit their respective Bids</i>	<p>Please confirm the boundary wall scope if it</p>	<p>Please confirm</p> <p>1. scope on boundary</p>	<p>All site development</p>

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	<p><i>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, access to site, handling and storage of materials.</i></p>	<p>is in KSIDC or bidder. Further, 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.</p>	<p>wall, if in KSIDC or Bidder 2. exact location of nearest substation to project site 3. power evacuation voltage level. 4. Right of Way (ROW) for routing the power evacuation line to the nearest substation will be in the scope of KSIDC / KSEB.</p>	<p>works including construction of boundary wall, ROW for routing the power evacuation line to be carried out by the Concessionaire. The bidder shall undertake the due diligence of collecting necessary data pertaining to nearest sub station, power evacuation voltage etc.</p>
1	<p><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></p>	<p>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.</p>	<p>We request KSIDC to provide a typical water analysis for the proposed raw water supply source.</p>	<p>The bidder shall undertake the due diligence of collecting necessary data from relevant sources.</p>
1	<p><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></p>	<p>Plot plan of the site is needed to develop the proposed ISWM facility layout. Please provide the site layout drawing,</p>	<p>Please provide the site layout drawing in AutoCAD format for us to develop the WtE plant layout and submit along with the Bid.</p>	<p>The requested site layout drawing will be arranged.</p>

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		preferably in AutoCAD for us to develop the WtE plant layout and submit along with the Bid.		
1	<i>Concession Agreement: Article 2, Cl 2.2 (j): 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 5 MW.</i>	The power generation potential depends mainly on quality and quantity of waste (fuel firing rate) and LCV of the waste. We 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.	We request KSIDC to provide the typical Characteristics (Composition %) of the MSW generated in the cluster.	The bidder shall undertake the due diligence of collecting necessary data from relevant sources.
1	<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> <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</i>	Geotechnical and topographical details are required to understand the site ground condition and determine the type of foundations and related construction details for the proposal submission. We request KSIDC to provide the geotechnical reports including boundary map, topo survey map and soil investigation	We request KSIDC to provide the geotechnical reports including boundary map, topo survey map and soil investigation report of the proposed site.	The bidder shall undertake the due diligence of collecting necessary data from relevant sources.

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	<i>Project Area.</i>	report of the proposed site.		
1	<i>RFP Clause 6 Key Details S.No. 16 Last Date and Time of Submission of Tender – 4th August 2020, IST 14:00 Hrs.</i>	Considering the comprehensive nature of documents for preparing the bid documents for bid submission, we request you to kindly provide time till 30.08.2020. This will 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 up to 30.08.2020	Last date for the submission of bids extended up to 4 th September 2020.