

22nd July 2020

**CORRIGENDUM**

**Reply to Pre Bid Queries**

**Sub: Rehabilitation of Municipal Solid Waste dumpsite at Brahmapuram, for Local Self Government Department, Govt of Kerala.**

**Ref: Tender No. KSIDC/PMU/W2E/15/2020 dated 24<sup>th</sup> June 2020**

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

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

**REHABILITATION OF MSW DUMPSITE AT BRAHMAPURAM**

**Reply to Pre Bid Queries.**

**A. M/s BEIL Infrastructure Ltd**

<b>S. No</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>	<b>Response to the Query</b>
1	Memorandum Page No. 7	Time allowed for completion of work from the date of written order to commence: 9 months (including monsoon period)	Does it include period for mobilization of biomining machinery?  We request authority to allow additional 4 months for mobilization of machinery		Time line specified in the tender documents includes the period for mobilizing the equipment's.  The Conditions detailed in the RFP document remains unchanged.
2	Memorandum Page No. 7	General Description of work:	Will dumpsite receive the waste to the tune of 100 TPD (as stated in table, rejects disposed by authority in landfill/dumpsite) during Biomining operation		Yes
3	Scope of work, Para no. 2, Page No.70	The contract shall be awarded to the successful bidder ("the contractor") for a period of 9 months reckoned from the date of signing of contract agreement or the date of issue of Consent to Establish (CTE) to the project, whichever is earlier	We understand that as being the owner of the land/Project, either KSIDC or Local Self Government Department, Govt of Kerala has to apply to get CTE. Generally, procedure to obtain CTE from SPCB takes considerable time  Please confirm	ii) The present clause should be amended as "The contract shall be awarded to the successful bidder ("the contractor") for a period of 9 months reckoned from the date of signing of contract agreement or the date of issue of Consent to Establish (CTE) to the project, whichever is later.", getting consent may take time ranging from 3 to 6 months	The Conditions detailed in the RFP document remains unchanged.

S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
4	Scope of work, Page No. 71, Point No. (xiii)	Scope of work: Excavating the soil which lost its stability due to MSW dumping with necessary dewatering works in the portion of the land earmarked at the cost of the Contractor	We cannot understand this. Kindly explain in detail, so we can work out proper estimate for this work		This is a MSW dump site and the soil stability will be low due to the MSW being mixed with the soil. The bidder has to visit the site to understand whether dewatering is required.
5	Clause 3 Eligibility Bidders Point No. 3.1, Page No. 12	The Bidder shall be a Contractor with experience in rehabilitation of MSW dumpsite scientifically done in India or abroad for Solid Waste Disposal	<p>i) We understand that 'Rehabilitation of MSW dumpsite' shall mean 'Scientific Closure of the dumpsite or landfill' as well as 'Recovering of the land of the dumpsite by adopting Biomining'. Please confirm.</p> <p>ii) As an alternative option to rehabilitation experience, we also request you to consider experience of operation of MSW processing facility.</p> <p>iii) Tatva group (our Parent company) operates through various subsidiary companies for solid and liquid waste management related projects (depends on case to case). Hence, we request you to consider experience our associate / sister companies for "Eligibility" and</p>		<p>The objective of the project is to reclaim the land at Brahmapuram which is currently dumped with legacy waste by undertaking Bio Mining or any other scientific practices in consonance with SWM 2016 and CPCB Guidelines 2019.</p> <p>The request cited ii) and iii) cannot be considered.</p> <p>The Conditions detailed in the RFP document remains unchanged.</p>

S. No	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			"Technical qualification".		
6	Clause: 3 Eligibility Bidders, sub-Clause No. 3.5 (2), Page No. 13	<p>It is stated that " The Bidder has to comply with both of the following conditions (i) and (ii)".</p> <p>(i) Successfully handled, during preceding Three financial years prior to the due date of this Bid submission, projects such as operation and maintenance of Scientific Dumpsite Reclamation/ Biomining</p> <p style="text-align: center;">AND</p> <p>(ii) Should have handled, during preceding five financial years prior to the due date of this bid submission, projects as mentioned in sub-clause (i) above, at least -</p> <p>(a) One Project of minimum 50,000 Cubic Meter or 25,000 Metric Ton; Or,</p> <p>(b) Multiple Projects of aggregate 60,000 Cubic Meter or 30,000 Metric ton, with atleast one of the eligible project of capacity 5000 Cubic Meter or 2500 Metric Ton or</p> <p>(c) Operation and maintenance of a Mechanical Biological Treatment (MBT) facility of at least 100 TPD</p>	<p>i) We understand that the criteria stipulated at Sr. No. 2 (i) and (ii) are in option to each other i.e. Bidder should either has to comply to 2(i) or 2(ii), not both 2(i) and 2(ii). Pl. confirm.</p> <p>ii) For Criteria 2(i), we request you to consider experience of O&amp;M of MSW processing facility as the process of Biomining is similar to that one or scientifically capped dumpsite as earlier this was regarded as "Reclamation" in India.</p> <p>iii) We request you to consider Technical experience of bidder's associate/sister companies. Please confirm.</p> <p>iv) We understand that Mechanical Biological Treatment would mean processing of waste by adopting mechanical segregation and biological process for production of compost. Pl. confirm</p>		<p>The bidder has to meet both the criteria specified in 2 (i) and (ii)</p> <p>ii) The conditions specified in the RFP document remains unchanged.</p> <p>iii) The conditions specified in the RFP document remains unchanged.</p> <p>iv) Yes the understanding is right.</p>
7	Clause: 3 Eligibility Bidders	The Bidder should have satisfactorily completed as a prime contractor, (or as	We request you to consider Experience in		The conditions specified in the RFP document remains

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	Point No. 3.6 (2), Page No. 14	subcontractor duly certified by the employer or the main contractor supported by authorization from the employer for subcontracting) at least one similar project of value not less than Rs. 10 Crores (Rupees Ten Crores only).	last 10 (Ten) years for similar projects instead of 3 (Three) years.		unchanged.
8			Request for Extension Looking to the unavailability of key staff due to rapid increasing of COVID 19 cases, we earnestly request you to extend the bid submission deadline by at least 30 days from the current bid submission deadline (i.e. 30.07.2020) to enable us to submit the bid.		The last date for the submission of bids extended up to 27 <sup>th</sup> August 2020.
9	Scope of work, Page No. 71, Point No. (xix	It is stated that - "Scientific disposal of residual Solid Waste/inert waste shall be carried out as per SWM Rules 2016, SWM CPHEEO Manual 2016 and instructions of the Engineer-in-charge within thirty days of segregation at the cost of the Contractor, without accumulation in the storage facility at the site beyond thirty days."	(i) Are we required to construct engineered sanitary landfill to dispose residual inert waste? If yes, kindly confirm availability of plot area for development of new SLF? (ii) If not, please confirm the location of nearest sanitary landfill and charges per MT for disposal of residual inert waste. (iii) Kindly confirm % of residual waste permitted for disposal in landfill		The bidder shall develop the sanitary land fill with in the project site. The bidder is requested to visit the site and earmark suitable area at the site.  For query no (iii) the bidder is requested to follow the percentage specified in MSW Rules 2016 and CPCB guidelines 2019.

**B. M/s Blue Planet Environmental Solutions India Pvt Ltd**

<b>S. No</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>	<b>Response to the Query</b>
1	Scope of Work Page No 70	Completion period - 9 Month	We request to kindly extend the completion period as the expected quantity is more than as mentioned in the RFP and also the monsoon season also effects the process		Timelines specified in the RFP document remains unchanged.
1	B. Part II Submission- Financial Bid Page No 19		Financial Bid is to be filled as per the format set out in Form 9. Details to be submitted include: Value of Work for Rehabilitation of MSW dumpsite at Brahmapuram (Lumpsum Amount). We request to make the payment on per month basis on pre stabalized quantity as done in other similar projects. Since the 100000 qty is just an assumption, the bid submitted on this assumption will not be comparable to the bid submitted on actual survey data( Which is higher than this). Also the payment will not be performance based which may result in lower quote but bad service.		Criteria for financial bid specified in the RFP document remains unchanged.
1			The entire tender document does not mention following the CPCB Guidelines for disposal of legacy waste 2019 which we request to be added in		Successful bidder shall comply with the CPCB guidelines for disposal of legacy waste 2019.

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			the RFP document for a scientific implementation of the project.		
1			Kindly mention the size of available / earmarked land for this project		The MSW dumpsite at Brahmapuram is under the possession of Kochi Municipal Corporation. The bidder is requested to visit site to get the exact extent of land in which the Corporation has dumped legacy waste.

### C. Exxelo Cemfuel Ltd

S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			1 lakh cum is mentioned in the RFP document in recent fire out major recycling materials are burnt off only the residues are ashes . will there be any cut off measurements if processed more than 1 lakh cum will it be paid.? The actual assessment report (including methodology adopted )made by ksdc has to be published or added to the tender document		The bidder shall visit the site and undertake due diligence to ascertain the quantity of waste and prior to submission of the bid.
15			The annual turn over mentioned in the marking system is 25 cr this is a deliberate attempt to keep out small companies who have experience of completing similar projects. This criteria has to be set to lower limits .?		The criteria specified in the RFP document remains unchanged.
16			The asset value mentioned		The criteria

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			<p>in qualification criteria is 50cr this type of asset creation is only held for multinational companies, is KSIDC purposefully avoiding the Indian companies or medium scale companies. Contradiction to the government policies and initiatives. we have under taken major rehabilitation projects of dumpsites with large ULBs and corporations and this type of criteria was never laid on the table by any local self-government in India. Can you reduce the asset value to the estimated project cost so competent smaller companies can also be a part of the bidding</p>		<p>specified in the RFP document remains unchanged.</p>
17			<p>Will the power requirements be provided by the authority ie; any transformer installations required for the project.?</p>		<p>The bidder shall do the needful to arrange the power requirements at the site.</p>
18	<p>C. Solid waste management facility To treat the solid waste generated in the city, a windrow composting plant was established by the corporation in 2008 having a design capacity of 250 tonnes per day. The degradable fraction of the waste amounting to about 130 tonnes per day is treated in the windrow composting</p>		<p>. Will there be any additional tipping of waste on daily basis ie; regular waste coming in</p>		<p>Yes, details mentioned in the RFP document.</p>



S. N o.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
	facility. The remaining wastes are dumped at the dumping yard and undergo no treatment.				
19	6. Appendix 1 in the RFP is marked with 1-10		There is no clarity for legacy waste dump and on assessing the map the locations marked are not correct or to the perfection. The portion of waste dump and the project site limits has to be confirmed in the RFP. There is already covered waste dump inside the present treatment plant, there is no clarity to the project boundaries please do confirm the project boundaries with survey numbers survey boundaries please issue the survey sketch of the project site together with contour and gps coordinates.		The bidder is requested to visit the site and undertake due diligence to ascertain the area and quantum of dumped legacy waste. Details regarding site boundaries and other credentials may also be obtained from Kochi Municipal Corporation during the visit.
20	Ref 1.1 "cutting and levelling to maximum possible to achieve flat land "		please define flat land please define the mean sea level and HFL that has to be kept and the land utilization purpose of the reclaimed land .		This query is not clear. Flat land generally means a relatively flat terrain. The bidder is requested to collect the MSL and HFL data at the location from CWC or SDMA if required. The purpose of utilization of the reclaimed land is under the discretion of LSGD/ State Government
.2 1			Atmanirbhar india" is the vision promoted by central government this tender		The Observation is not correct.

S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			floated is against this vision of india. pertaining to the rules and regulation laid out.		
			River is flowing near to the dumpsite or partially channelized through the dumps do provide the survey boundaries of the river.		The bidder shall contact concerned Dept/ Agency to obtain the survey boundaries of the river.
			The present solid waste treatment plant is working and the leachate levels are polluting the entire area then how come the specified standards are achieved.		It is not clear what the bidder has intended by this statement.
			What are the roles and responsibilities of KSIDC in the contract and the role of engineer in charge		KSIDC is only coordinating the tender procedure for Dept of LSGD. The further proceedings with respect to the project will be coordinated by LSGD and Kochi Municipal Corporation.
			Compensation clause should be included if the project is withdrawn or change in policy by government or authority /interface of court during project implementation period.		The request cannot be considered.
	Clause 70: Materials and Works Test Register: 1. A register in the prescribed form showing day-to-day receipt,		Are we doing a cement distribution clarify the relevance of this clause.		In clause 69 of RFP document it is clearly specified that Cement register is not applicable.

<b>S. N o.</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>	<b>Response to the Query</b>
	consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorised representative in taken of its correctness.				
	Section iv conditions of contract As per clause 39:- Disputes to be referred to Tribunal The reduction of rates as may be fixed by the Engineer-in-charge under Clause 24 for the interior work or materials as accepted or made use of.		Please clarify the relevance in the event of dispute resolution.		The sub clause (iv) in the Draft Contract Agreement is deleted.

**D. New Age Environment Solutions Private Limited**

<b>S. N o.</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>	<b>Response to the Query</b>
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<b>S. N o.</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>	<b>Response to the Query</b>
1	Financial pre-qualification criteria:-		Request you to please review the clause on net-worth of Rs.50 crores as a pre-qualification criteria		Conditions specified in the RFP document remains unchanged.
2	Payment:		As raised by many other pre-bid meeting participants, we request you to please review your decision of paying for the project in lumpsum. Instead, we request that the project payment be paid on a per-tonne basis		Conditions specified in the RFP document remains unchanged.
3	Plastic disposal		We request that KSIDC help out with all necessary clearances and documentation, in case we decide to transport plastic that is segregated (for disposal in an environmentally friendly manner) to other neighbouring states.		The bidder shall do the needful to obtain the necessary clearances.
4	Time for review of total waste at the site:-		We request you to please revise the date of tender closing date by 2 months to enable us to do a proper assessment of the site and bid the proper amount		Last date for the submission of bids extended up to 27 <sup>th</sup> August 2020.

**E. M/s Respublica Consulting Pvt Ltd**

<b>S. N o.</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>	<b>Response to the Query</b>
1			Even after 50 percent of the work (recovery of area) is done only 45 percent of the amount would be released as per the schedule. We request to increase the percentile amount proposed to be released at each stage of the work.		Conditions specified in the RFP document remains unchanged.
2			What is the timeframe for releasing the intermediate and final payments after		Payments will be released in a time bound manner and normal delay for

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			submission of bills/invoices?		office procedures may be anticipated.
3			Who will be releasing the payments- LSGD or KSIDC or Kochi Corporation?		KSIDC is only coordinating the tender procedure for the project. Further proceedings with respect to the project such as execution of agreement with the successful bidder, monitoring of execution of work etc. will be done by LSGD/ Kochi Corporation.
4			Which entity will be signing the agreement with selected bidder- LSGD or KSIDC or Kochi Corporation?		Please refer the reply to the above question.
			After the due diligence, if the quantum of waste in the dump site is found to be higher than the KSIDC has projected initially, would the timeframe for completion of the bioremediation be increased proportionately?		The quantity mentioned in the RFP document is an approximate value. The bidder is requested to visit the site to ascertain the exact quantities and quote lumpsum payment according to their estimated quantity.

**F. M/s Tholani Clean Energy Private Limited**

<b>S. N o.</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>	<b>Response to the Query</b>
1			What will be the estimated project cost by KSIDC		KSIDC has not undertaken any such estimate.
2			Will there be any gravitational period for obtaining major permits and clearance.?		It is the responsibility of the successful bidder to obtain all necessary permits and clearance.
3			What are the supports to be given by KSIDC/LSGD.? supports that will be given if there is any public agitation? Involvement of NGT is noted will any court directives give stay while implementation of the project?		KSIDC / LSGD is not anticipating any public agitation. This project is initiated as per the directive of competent legal authority.
4			Sensitive area, public protest are there in brahmapuram this will adversely effect the project implementation and smooth running. Ksidc and state government has to give guarantee against the public protest issue as seen all over kerala in doing such projects and also mosques and temple are to the near vicinity what all measures are taken by ksidc to handle such protest and aggetations?.		KSIDC / LSGD is not anticipating any public agitation.
			In this time of pandemic what will be the forcemajure conditions that has to be complied.?		The bidder is free to take a legal consultation on the subject.
			The amount has to be quoted in lumpsum and the assessment done for the waste dump is 100000 cum according to RFP but on physically assessing the quantity is un measurable, proper quantity of waste assessment should be given or the rates has to be quoted for per tonne.		The bidder is requested to visit the site and undertake due diligence to ascertain the quantity of the legacy waste and quote the lumpsum payment according to their estimates.

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					The tender conditions remains unchanged.
			During this covid pandemic time the states other than Kerala is facing different covid protocol regulations for travel and execution of work. This tender is floated in an appropriate time.		No comments.
			The tender was floated on 24th of June 2020 as per the tender document clause No 2.1 it is highlighted that "It is roughly estimated that about 1,00,000 cubic metres of legacy waste at Brahmapuram site. The bidder shall do the due diligence and assess the actual quantity of legacy waste." How do you expect to do the due diligence and asses the actual quantity during pandemic /interstate travelling ban / district wise travel ban imposed which is against the law.		Central and State Governments have given relaxations for interstate and inter district travel. The Bidder is requested to get the necessary travel approvals and shall visit the site to undertake due diligence.

**G. Zingma Global Environ Solutions Pvt Ltd**

<b>S. N o.</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>	<b>Response to the Query</b>
1	Page No 70 Scope of Work	9 months (including monsoon period )	It may kindly be requested that the time period be considered as 9 working months as the waste compared		Time lines specified in the RFP document remains unchanged.

S. N o.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			to the estimated quantity of 1 lakh is much higher		
2	19 B. Part II submission of Financial Bid	Financial bid is to be filled as per the format set out in Form 9 , details to be submitted includes : Value of work for rehabilitation of MSW dumpsite at Brahmapuram ( Lump sum amount)	<p>Since there is no scientific data on the quantity of waste and also there is no specific equipment which can measure the weight of quantity of waste deposited, it would be detrimental for any bidder to participate in the tender considering the lumpsum cost . It will also not work on the principle of performance based payment and as result of which there would be considerable variation in bidder assuming the total quantity</p> <p>Hence our request is like all tenders floated elsewhere in India the payment may kindly be made monthly on the basis of quantity of pre stabilized waste taken by the bidder in to the processing plant set up by the bidder for processing</p> <p>This would genuinely help many bidders to participate risk free and over all cost of the project might come down</p>		Conditions specified in the RFP remains unchanged.
3	23 Marking system		The marking system lays emphasis on the financial capacity without even under standing whether the turn over claimed by		Criteria detailed in the tender documents unchanged.



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			<p>the bidder is from the solid waste bio mining activity or not</p> <p>Hence our request is to kindly omit this clause and lay emphasis on the bidders experience of carrying out bio mining activity only</p> <p>It is also requested to adopt the QCBS methodology while evaluation as that would ensure that only bidder with related qualification participate with maximum chances of the project getting completed.</p>		
4	72 (xxvii )	Construction of temporary site office, water, power, sanitation, facilities and accommodation facilities of workers for the project as per statutory standards at the cost of the Contractor.	<p>It may kindly be noted that since the project is a very short term if the bidder applies for the power and water connection temporarily, it would both take time and prove to be expensive.</p> <p>However if the Corporation applies for the same the work would happen faster and the thus obtained power can be utilized by the corporation can be used even after project is completed for internal purpose.</p> <p>Hence our request is to kindly consider</p>		The bidder shall due diligence of arranging power and water connection for the project.

S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			<p>Corporation providing us the power and water connection as required for the project.</p>		
5	70 (iii)	<p>Minimum 80% of the earmarked land to be reclaimed which is presently covered by old / legacy MSW waste</p>	<p>It has been clearly mentioned in the RFP document that only plastic waste has ben dumped in the said site. Hence the material that is found would be either recyclable or combustible mater with no residues what so ever . Hence it is requested that in adherence with SWM Rules 2016 and CPCB guidelines for legacy waste management 2019, the bidder may be requested to target 100% clearance of land with out any residues as being carried out in many other places across India</p> <p>Also if 80% land is cleared what is expected to be done with the balance 20% if it is required to be sanitary land fill then (1) Who will construct the same (2) Who will be responsible for the closure(3) Who will obtain the environmental clearance for the same(4) Who will be responsible for post closure maintenance of 15 years.</p>		<p>The bidder may target complete reclamation of the land which is presently covered by old / legacy MSW waste, in accordance with the conditions stipulated in MSW Rules 2016 and CPCB guidelines for legacy waste management 2019.</p>

S. N o.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
6	27- Scope of Work	(xiv) MSW waste brought for segregation and processing from the earmarked land portion shall be quantified ( in cubic metre , and weight based on number of vehicles, trips and capacity ) after excavation and record of the same shall be maintained by the Contractor and Authority jointly.	We would like to get clarification on who would be responsible for setting up the weigh bridge for the said weighment that is being mentioned in the said clause. Also, how the conversion of cubic metre to weight will be calculated.		The Successful bidder shall set up the weigh bridge at the site.
7	37- Schedule of payment		<ul style="list-style-type: none"> <li>a) The schedule is in contradiction to the clause (iii) which mentioned that only 80% land needs to be reclaimed</li> <li>b) What is the total earmarked area and has it been identified with proper boundaries</li> <li>c) This is a highly un scientific way of payment as the contractor may simply shift the waste from one place to another for claiming payment.</li> <li>d) It may kindly be requested that the payment be made monthly based on the total quantity of input waste taken for processing plant in to the processing plant established by the bidder for processing</li> </ul>		<p>The bidder shall reclaim 100% of the land which is dumped with legacy waste.</p> <p>The bidder is requested to visit the site to ascertain the total extent of land which is covered with legacy waste and also to collect the data pertaining to boundaries of the site.</p> <p>The contractor must ensure the processing of the legacy waste in consonance with the Conditions stipulated in SWM Rules 2016 and CPCB guidelines 2019. Payment will be released to the Contractor on certification of the work carried out by an independent engineer.</p> <p>Hence the conditions stipulated</p>

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					in the tender documents remains unchanged.
8	General		<p>We request the following additional clarification from the Corporation.</p> <ol style="list-style-type: none"> <li>1. How much land will be provided to the bidder with in the dumpsite to set up the plant and machinery. Whether the same can be with natural ground level ensuring the placement of machineries with out any danger.</li> <li>2. Since , it is a DBFOO model project it is requested that the Corporation may kindly provide mobilization advance to the tune of 10% of the project value against a irrevocable bank guarantee provided by the bidder for the project period. The advance may later be adjusted</li> </ol>		<p>The bidder is requested to visit the site and carry out relevant analysis finalize the same.</p> <p>The request cannot be considered.</p> <p>Standards and criteria specified in CPCB Guidelines 2019 for clearing Legacy waste must be followed by the bidder.</p>

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			<p>along with the bills in proportion. This would help the bidder immensely in bidding the best price for the said project.</p> <p>3. The entire tender document does not mention following the CPCB guidelines for disposal of legacy waste 2019 which we request to be added in the RFP document for a scientific implementation of the project</p>		

**H. M/s Zonta Infratech Pvt Ltd**

S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
1	Notice Inviting Bids-Memorandum Page 7  Section-I Instructions to	<p><u>General Description of work</u></p> <p>Quantity of waste at site: Approximately 1,00,000 cu. meter</p> <p>It is roughly estimated that about 1,00,000 cubic meters of legacy waste at Brahmapuram site. The bidder shall do the due diligence and assess the actual quantity of legacy waste</p>	This tender is purely based on the total quantity of legacy waste lying at the dumpsite. The cost as well as design parameters are dependent on this quantity. Hence, it is imperative that the Authority conduct a site survey and	<b>Kindly Clarify</b>	<p>The data pertaining to quantity of existing legacy waste at the site is an approximate value.</p> <p>However the bidder shall undertake detailed examination to ascertain the actual</p>

S. N o.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
	<p>Bidders Clause 2.1 Page 12</p> <p>Section V- Technical Specifications Clause 9</p>	<p><u>Special Conditions</u></p> <p>The bidders should familiarize themselves with the site conditions, and also carry out necessary site visits, surveys, studies / testing, analysis of the existing Solid Waste with due diligence at their own cost prior to the bidding</p> <p><u>Submissions of plan and methodology for the project</u></p> <p><u>Bidders will submit the following documents along with the technical bid as per Form 9.</u></p> <p>1) <u>Detailed approach &amp; methodology including work plan and methodology</u></p>	<p>confirm the quantity prior to the approval of the design or the cost there of.</p> <p>Alternatively, it may be possible if <b>a unit cost per cubic meter</b> is considered and provided as the bidding parameter. As you can see any other tentative estimations could jeopardize both the cost and the design provided as per the tender proposal.</p> <p>We humbly bring to the attention of the Tendering Authority, the quantum of waste of Waste as mentioned in the RFP is not firm and is estimated to be 1,00,000 Cu. Meters. <b>However, as per our preliminary assessment we estimate that the Quantity of legacy waste dumped in the site is expected to be much more than the tender estimate of 1,00,000 Cu. Meters.</b></p> <p>In this regard, we request clarification of the Authority on the following points:</p> <p>1) The bidder has to submit a Work Plan and Methodology along with its bid. We bring to the notice</p>		<p>quantity of the legacy waste existing at the site and shall quote the lump sum figure for clearing the same.</p> <p>In addition, the successful bidder need to submit the work plan and methodology.</p> <p>It may also be noted that no excess payment over and above the lump sum fee quoted for the work is permitted.</p>

S. N o.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			<p>of the Authority that the work plan of the bidder depends on the total quantity of legacy Waste in the dumpsite.</p> <p>2) Furthermore, we request clarification of the Authority on Scenario where the quantity of legacy Waste after due diligence exceeds 1,00,000 Cu. Meter. In such scenario kindly confirm on whether the bidder shall quote for 1 Lakh cu. meter only or for the quantity after undertaking a survey.</p> <p>3) If quantity of legacy waste after due diligence is beyond 1,00,000 cu. meter, then inform us the payment terms and also changes in the contractual terms accordingly should be allowed. Kindly confirm</p>		
2	<p>Notice Inviting Bids- Memorandum Page 7</p> <p>Section</p>	<p>Time allowed for completion of work from the date of written order to commence- 9 months (including monsoon period)</p> <p>Scope of Work (9 months)</p>	<p>Please note that Kerala has an effective non-monsoon period of 7 months. As you know, a project of this nature cannot be undertaken during the rainy season. Hence, a clear 12 months of</p>	<p><b>We request you to amend the memorandum as:</b></p> <p>Time allowed for completion of work from the date of</p>	<p>The timelines detailed in the RFP document remains unchanged.</p>

S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query										
	V-Technical Specifications-GENERAL SPECIFICATIONS		<p>non-rainy period is a pre-requirement to complete the project. Hence, we request you to exclude the rainy months/ period from the clear 12 months as required.</p> <p>The above clear 12 months shall exclude the time required to obtain EIA/EC and CTE.</p>	written order to commence- <b>12 months from the date of LOA and CTE whichever is later (excluding monsoon period)</b>											
3	<p>Section-I: Instructions to Bidders Clause 3.6: Criteria for Financial Capacity – sub clause (1) Page 14</p> <p>Section-I: Instructions to Bidders Clause 17.2- Marking System Page 23</p>	<p>The annual turnover of the Bidder shall be a minimum of Rs.25 Crores (Rupees. Twenty-Five Crores only) every year for the last three consecutive financial years (i.e. FY 2016-17, FY 2017-18 and FY 2018-19).</p> <table border="1" data-bbox="363 1052 773 1591"> <thead> <tr> <th data-bbox="363 1052 423 1150">S. No.</th> <th data-bbox="428 1052 773 1150">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 1150 423 1213">1</td> <td data-bbox="428 1150 773 1213">Financial Capacity</td> </tr> <tr> <td data-bbox="363 1213 423 1346">(a)</td> <td data-bbox="428 1213 773 1346">Average Annual Turnover of the last three financial years between Rs. 25 crores to 30 crores</td> </tr> <tr> <td data-bbox="363 1346 423 1478">(b)</td> <td data-bbox="428 1346 773 1478">Average Annual Turnover of the last three financial years greater than Rs. 30 crores and less than Rs 35 crores</td> </tr> <tr> <td data-bbox="363 1478 423 1591">(c)</td> <td data-bbox="428 1478 773 1591">Average Annual Turnover of the last three financial years greater than Rs. 35 crores</td> </tr> </tbody> </table>	S. No.	Description	1	Financial Capacity	(a)	Average Annual Turnover of the last three financial years between Rs. 25 crores to 30 crores	(b)	Average Annual Turnover of the last three financial years greater than Rs. 30 crores and less than Rs 35 crores	(c)	Average Annual Turnover of the last three financial years greater than Rs. 35 crores	<p>Refer to the Marking System on Financial Capacity as in clause 17.2 where it is provided that the Average Annual Turnover of the Bidder in the last three financial Year as the parameter. Hence, to ensure continuity and avoid confusion, we request you to modify the Criteria for Financial capacity in clause 3.6 in line with the Marking System</p> <p>Also, we request to allow the consortium or joint partnership bidder to meet this criterion jointly.</p>	<p><b>We request you to amend the clause 3.6 as:</b></p> <p>The <b>average</b> annual turnover of the Bidder shall be a minimum of <b>Rs.25 Crores (Rupees. Twenty-Five Crores only)</b> in the last three consecutive financial years (i.e. FY 201617, FY 2017-18 and FY 2018-19).</p>	Financial criteria detailed in the RFP document remains unchanged.
S. No.	Description														
1	Financial Capacity														
(a)	Average Annual Turnover of the last three financial years between Rs. 25 crores to 30 crores														
(b)	Average Annual Turnover of the last three financial years greater than Rs. 30 crores and less than Rs 35 crores														
(c)	Average Annual Turnover of the last three financial years greater than Rs. 35 crores														
4	Section-I: Instructions to Bidders Clause 3.6: Criteria for Financial Capacity –	The Bidder should have satisfactorily completed as a prime contractor, (or as subcontractor duly certified by the employer or the main contractor supported by authorization from the employer for subcontracting) at least one similar project of value not less	We humbly bring to your notice that only some big cities in India have large dumpsite/ MSW landfill projects of project value 10 crores or more.	We request you to amend the clause 3.6 (2) as:  The Bidder should have satisfactorily completed <b>or</b>	The conditions stipulated in the RFP document remains unchanged.										



S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
	sub clause (2) Page 14	than Rs. 10 Crores (Rupees Ten Crores only).	In order to provide equal opportunity to all the prospective bidders having experience in Rehabilitation of Municipal Solid Waste dumpsite/ landfill projects PAN India and encourage competitive bidding we request you to consider projects of the project value of 8 Crores as well.	<b>currently undertaking</b> as a prime contractor, (or as subcontractor duly certified by the employer or the main contractor supported by authorization from the employer for subcontracting ) at least one similar project of value not less than <b>Rs. 08 Crores (Rupees Eight Crores only)</b> .	
5	Section-I: Instructions to Bidders Clause 3.6: Criteria for Financial Capacity – sub clause (2) Page 14	In case of a Consortium, any one of the members of the Consortium or Joint Partnership as applicable, should satisfy these conditions stipulated in i.e. 3.5 and 3.6.	We bring to your notice that the very purpose of the Consortium is to jointly contribute in the Project.  Also, in projects of similar nature with other ULBs the Tender Qualification Criteria is jointly meet by the bidders in case of Consortium  We, therefore, request you to allow the Technical and Financial capacity criteria under clause 3.5 and 3.6 to be met jointly by the consortium members	We request you to modify the clause as: In case of a Consortium, the members of the Consortium or Joint Partnership as applicable, should <b>jointly</b> satisfy these conditions stipulated in i.e. 3.5 and 3.6.	Conditions stipulated in the RFP document remains unchanged.
6	Section-I: Instruction	Sub-clause 4.1 Prior to submitting the Proposal, the	We request you to kindly provide suitable	We request your	The bidder may intimate the

S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
	s to Bidders Clause 4 SITE VISIT and verification of Information	Bidders are advised to visit and examine the project site and its surroundings, obtain and ascertain for themselves all technical data, and other information necessary for preparing their Proposal (bid)	date and time prior to pre-bid meeting to conduct the site visit along with the nodal officer of the Project prior to the bid due date. Also, considering the current situation of COIVD 19 pandemic and restricted interstate travels mandated by the Government, we request for suitable administrative approval/ e-pass arrangement for our Technical Team to conduct the site visit.	confirmation on date and time for conducting site visit	convenient date in advance. Necessary arrangements will be made with the concerned authorities for the bidder to visit the site.
7	Form 10: Format for Submitting Dumpsite Reclamation and Gas/ Leachate Management Plan, Page 38	S.No. '4': Development of facility for Scientific disposal of residual Solid Waste: Detail the proposed method and quality control protocol for laying various landfill liner layers, quantities of materials, equipment/ machinery proposed to be deployed and justification of the proposed to facility and scientific rejects disposal/ backfill in facility operation and maintenance details.	As per RFP at the referred clause, the contractor has to develop facility for scientific disposal of residual solid waste.  As per SWM rule, the facility would be a SLF if the location is a new area or Scientific Capping if the location is within the dump site.  If SLF is to be considered only for this tender, then it would amount to close the Landfill as per SWM rule.  If SLF, what is the area allotted for the development and where is it located. The same would be required to design the facility and to estimate the costs accordingly.	Kindly confirm: 1. Area available or allotted for the development of this facility for scientific disposal of residual waste? 2. Where is this area demarcated or located and its co-ordinates? 3. Obtaining CTE for development of SLF shall be in the scope of Kochi Municipal Corporation (KMC) or KSIDC.	The successful bidder shall develop the facility for scientific disposal of solid waste within the site which is the existing MSW dumpsite of Kochi Municipal Corporation. The facility as detailed in the tender document shall be developed in consonance to the rules and guidelines detailed in SWM 2016 and standards and norms prescribed by CPCB and SPCB.  It is the contractors responsibility to obtain all necessary clearances and approvals for development of the

S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			<p>Also, in case of development of SLF, we need to obtain a Consent from State Pollution Control Board. We hope the same is already in place or under process. If not, we request Kochi Municipal Corporation/ KSIDC to obtain the same.</p>	<p>Kindly confirm.</p> <p>4. For SLF construction Environmental Impact assessment studies (EIA) and Environmental Clearance (EC) shall be required. The said EIA and EC process shall require minimum 8-9 months' time. EIA studies and obtaining EC shall be in the scope of the KMC/ KSIDC and timeline for EIA and EC process shall be excluded in contract duration. Kindly confirm</p> <p>5. As per the recommendations of SWM rules, SLF once its reaching its capacity,</p>	SLF.

S. N o.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
				it has to be capped; is capping, post SLF Capacity, in the scope of this project kindly clarify.	
8	Appendix 2- Specifications for Biomining, Page 42, Clause 1.2	The excavated waste shall be transported to the Bio-mining area and shall be deposited in the hopper. After bio-mining and resource recovery, the inert soil remain/residual solid waste shall be transported and disposed scientifically in area identified/designated by LSGD/KSIDC, at contractors' expense and as directed by engineer in charge	As per this clause, contractor at his own expense has to transport the inert soil remain/ residual solid waste to the identified/designated area by LSGD/KSIDC. Please confirm the exact coordinates of this area to estimate the cost for transportation more accurately to place a competitive bid.	Please confirm the exact location or coordinates of the area identified/ designated by LSGD/ KSIDC for scientific disposal of residual waste to estimate the accurate costs for the works for price bid computation.	The successful bidder shall develop the facility for scientific disposal of solid waste within the existing MSW dumpsite of Kochi Municipal Corporation. The facility as detailed in the tender document shall be developed in consonance to the standards and criteria detailed in SWM 2016.
9	Section V: Technical Specifications Clause 1 Scope of Work Page 70	The broad scope of work to be carried out by the selected contractor includes but not limited to Reclamation of the MSW site at Brahmapuram as per SWM Rules 2016, levelling, compaction and reformation of waste slopes at [site] The project intends to undertake the works required for Dumpsite Land Reclamation through Bio-mining of Municipal Solid Waste/Legacy Waste, resource recovery and scientific disposal of residual solid waste at the solid waste treatment plant of Corporation at Brahmapuram.	As per SWM Rule 2016 clause 15 page no 351 of SWM Manual Part II  Sub-rule '(zj)' investigate and analyse all old open dumpsites and existing operational dumpsites for their potential of bio-mining and bioremediation and wherever, feasible, take necessary actions to bio-mine or bio-remediate the	Please clarify/ confirm that the Contractor has to follow the SWM Rules, Clause 15 as provided here in.  If so, the investigation and analysis has to be done and biomining / bioremediation based on the feasibility has	The contractor shall strictly follow the criteria detailed in the SWM 2016. The bidder shall conduct a detailed characterization study of the legacy waste at the site and submit the report for verification. The report submitted by the Contractor will be verified by concerned technically competent agency.

S. No.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			<p>sites;</p> <p>Sub-rule '(zk)' in absence of the potential of bio-mining and bio-remediation of dumpsite, it shall be scientifically capped as per landfill capping norms to prevent further damage to the environment.</p> <p>As the RFP did not provide the physical properties of the legacy waste at the dump site, contractor shall conduct the detailed assessment for potential bio mining. If the potential is not present, then the contractor shall be allowed to do the Capping scientifically as per Rules. Please confirm.</p>	<p>to be undertaken.</p> <p>If biomining/ bioremediation is not feasible or the rejects after conducting the biomining has to be managed in line with sub rule (zk) of Rule 15 of SWM Rules 2016.</p> <p><b>Please confirm.</b></p>	<p>In accordance with the remarks being given by the technically competent agency final decision on the methodology to be followed will be taken.</p>
10	Section V: Technical Specifications Clause 1 Scope of Work Page 70	The contract shall be awarded to the successful bidder ("the contractor") for a period of 9 months reckoned from the date of signing of contract agreement or the date of issue of Consent to Establish (CTE) to the project, whichever is earlier	<p>We bring to your notice that the contractor cannot commence the project development activities without the grant of CTE. Also, the timeline for grant of CTE is beyond the control of the contractor. Hence we request you that all the project timeline including project period to be reckoned from the date of issue of CTE.</p> <p>Also, for the speedy disposal of the work, we request you that CTE to the project to</p>	<p><b>We request you to modify the clause as:</b></p> <p>The contract shall be awarded to the successful bidder ("the contractor") for a period of 12 months (excluding monsoon period) reckoned from the date of signing of contract agreement or the date of</p>	<p>The conditions stipulated in the RFP document remains unchanged.</p> <p>CTE in the RFP document refers to CTE to be issued by State Pollution Control Board and scope of services of the Contractor covers the procuring of CTE from SPCB also.</p>

S. N o.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			be in Authority's scope.	issue of Consent to Establish (CTE) to the project, whichever is Latter Also, the CTE shall be in the scope of the Authority. Kindly confirm	
1	Section V: Technical Specifications Clause 1 Scope of Work sub-clause (iii) Page 70 Section-I Instructions to Bidders Clause D: Project Objectives Page 10	Minimum 80% of the earmarked land to be reclaimed which is presently covered by old/ legacy MSW waste.  It is intended to biomine the existing legacy waste and to recover the entire area, including the land allotted to Indian Medical Association for the development of Bio Medical Treatment plant	The release of 80% or entire area of the earmarked land shall be made mandatory after ascertaining the quantity of waste as noted above.	Please confirm whether the Authority will conduct the formal survey or alternatively the survey to be conducted by the Contractor prior to the bid submission will be confirmed by the authority.	The contractor shall conduct the formal survey and submit the report to Authority for confirmation.
1 2	Section V: Technical Specifications Clause 1 Scope of Work sub-clause (xviii) Page 71	Contractor shall produce the copy of agreement entered into with the cement kiln in disposing the RDF prepared	We bring your kind attention to <b>clause 1.6 of the Draft Concession Agreement where in it is stated that the excavated non-biodegradable waste shall be treated as per SWM Rules 2016 and converted to RDF / Pellets, which can be used in Cement Factories or other WtE plants.</b>  Even CPHEEO manual and other applicable	<b>Request to delete this clause.</b>	The sale/ disposal of RDF being produced from the site will be the discretion of the Contractor.  However, the methodology being adapted by the Contractor for the disposal of RDF to be intimated in writing in advance to the Authority.

S. N o.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
			<p>guidelines recommends the same. So, we request you to leave it to the contractor to his discretion to dispose the RDF/ Pellets as per SWM Rules 2016.</p> <p>In reality, the Contractor rather than directly selling the RDF to Cement kiln or WTE plants, would prefer to sell the same to appropriate dealers/ agencies who in turn will find the ultimate user. Hence, the requirement of mandatory agreement may not be practical and therefore to be deleted.</p>		
1 3	Appendix -2 clause 1.1.2 Page 42	Providing Ventilating System and Leachate system	Based on our experience in projects of similar nature we bring to your notice that Ventilation of the entire site may not be practically possible and necessary ventilating system shall be provided. We therefore request you to waive of this requirement of providing ventilation System.	<b>We request you to waive of this clause and the Contractor may be made responsible to conduct the site as per SWM Rules 2016</b>	The conditions detailed in the RFP remains unchanged.

S. N o.	Clause Reference	Particulars as per RFP	Clarification/ amendment sought	Clarification/ Modifications requested	Response to the Query
1 4	Form 9: Schedule of Payment	<p>Description of S.No. 1 of Schedule of Payment:</p> <p>On approval of detailed design and construction drawings including implementation plan and Mobilization of required resources at site as per approved design and construction drawings including implementation plan</p>	<p>Please note that not all resources are mobilized at site at first stage. Resources are mobilized depending on the stages of works and site progress. So, we request that the first payment be considered on approval of detailed design and construction drawings including implementation plan and on commencement of work, instead of mobilization of required resources to avoid ambiguity.</p>	<p><b>We request to modify the Description in S.No. '1' of schedule of payment as below:</b></p> <p>On approval of detailed design and construction drawings including implementation plan and on commencement of work</p>	<p>Conditions detailed in the RFP remains unchanged.</p>
1 5	<p><b>Section V-Technical Specifications</b></p> <p>GENERAL SPECIFICATIONS Scope of Work</p> <p>Clause (xiv)</p>	<p>MSW waste brought for segregation and processing from the earmarked land portion shall be quantified (in Cubic meter, and weight based on number of vehicles trips and capacity) after excavation and record of the same shall be maintained by the Contractor and Authority jointly.</p>	<p>As per RFP, the scope of work and payment terms are based on the area recovered and hence monitoring the quantity of waste is not relevant. Therefore, we request to kindly delete this clause.</p>	<p><b>Please delete this clause.</b></p>	<p>Conditions detailed in the RFP remains unchanged.</p>
1 6	<p><b>NIT Clause 3.0</b></p>	<p>Last date of submission of Bids</p>	<p>We request you to provide at least 25 days' time in the due date of bid submission from the date of issue of pre-bid queries. This will enable the bidders to access the Project site conditions and accordingly</p>	<p><b>We request you to extend the due date of bid submission for minimum of 25 days from the date of issue of response</b></p>	<p>The last date of submission is extended up to 27<sup>th</sup> August 2020.</p>



<b>S. No.</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>	<b>Response to the Query</b>
			prepare a competitive bid	<b>to pre-bid queries</b>	

**M/s Exxelo Cemfuel Ltd**

<b>S. No.</b>	<b>Clause Reference</b>	<b>Particulars as per RFP</b>	<b>Clarification/ amendment sought</b>	<b>Clarification/ Modifications requested</b>
17		Financial Criteria	<p>As per the RFP for Legacy Waste Brahmapuram it shows turnover should be more than 25 Crores INR and assets should be 50 Crores INR.</p> <p>This project cost is only around 6-7 Crores INR. This high value for assets and turnover for such a small project will eliminate small and medium players.</p>	<p>So is it possible to reduce the value that it will help and medium companies like to participate in tender.</p>