

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the “PPP”) mode on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis for North DMC (**Replies to the pre bid queries**)

**NORTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (DEMS) STORE
ROOM NO.35, DR. AMBEDKAR STADIUM, DELHI GATE, NEW DELHI - 110002**

No.EE/DEMS/STORE/NDMC/2018-2019/913

Dated: - 20.11.2018

Subject: -Setting up of Municipal Solid Waste Processing Facility including 15 MW WTE plant along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the “PPP”) mode on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis for North DMC.

NIT No. EE/DEMS/STORE/North DMC/2018-2019/6 dated 12.11.2018

REPLIES TO THE PRE BID QUERIES WITH CLARIFICATIONS

Agency: - Ramky Enviro Engineers Limited

SL NO	SPECIFICATION VOLUME AND CLAUSE	SPECIFICATION REQUIREMENT	REEL – CLARIFICATION REQUIRED	Reply
1	RFP Important Point # 2	The bid shall be valid for a period of one year from the date of opening of financial bids of RFP or from the date of negotiation whichever is later.	We request the authority to revise the bid validity to 3 months from the date of financial bid opening.	No such change is contemplated.
2	RFP Important Point # 5	Proposal Security/Earnest Money of Rs. 3.48 crore (Rs. Three crore and Fourty Eight Lakhs only) in favour of Commissioner, North DMC shall be paid as Demand Draft/ Pay Order along with the bid.	The Earnest Money deposit should be accepted in the form of Bank Guarantee valid upto 6 months from the date of bid submission.	Earnest Money can be deposit in the form of Bank Guarantee and validity of EMD is of 365 days from the date of submission of bid. Please refer clause 1.4.2 and 2.8.2 of RFP.

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the "PPP") mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis for North DMC (**Replies to the pre bid queries**)

3	RFP Important Point # 6	Performance Security of Rs. 17.40 crore (Rs. Seventeen Crore Fourty Lakhs only) shall be submitted in the form of Demand Draft/ Pay Order/ Bank Guarantee [from a nationalized/scheduled Indian Bank] by the successful Bidder at the time of signing of contract with the North Delhi Municipal Corporation. The Performance Security shall be kept valid for entire Concession Period.	The performance security shall be valid up to the COD only.	No such change is contemplated.
4	RFP Important Point # 6	The Concession Period is of 20 years from the Date of signing of Agreement.	The concession period should start from the date of COD not from the Date of signing of agreement. This should be revised. The concession period should 25 Years from the COD and renewed at the end of concession period at mutually agreed terms and conditions.	Please refer Timeline Chart for completion of work in Clause 5.1 of Draft CA. However, it is clarified that 6 months time has been contemplated upto appointed date w.e.f. signing of agreement and thereafter 20 months time has been contemplated for construction period upto COD. Concession period would be of 20 years w.e.f. COD.
5	General Important	Implementation Period	Please specific the implementation period under this RFP/ scope of work.	It is clarified that 6 months time has been contemplated upto appointed date w.e.f. signing of agreement and thereafter 20 months time has been contemplated for construction period upto COD. Concession period would be of 20 years w.e.f. COD.
6	RFP Important Point # 9	The Concessionaire shall be required to set up waste processing including 15 MW WTE Plant and engineered landfill at designated site of 30 acre land at Narela-Bawana Road.	30 Acres of Land for Waste to Energy and SLF will be sufficient.	No such change is contemplated.

7	RFP Point # 10	Revenue Sharing Model / Bid Model	The present bid is based on revenue sharing model. We submit that this should be changed to a Tipping Fee Model which is NDMC is already operating without any revenue sharing. We submit that revenue sharing model is failed model and only tipping fee model without revenue sharing are proven globally as standard waste management models. In the state of Madhya Pradesh the proven model is to provide Grant + Tipping Fee + Preferential Tariff.	No such change is contemplated. It is clarified that concessionaire have to approach DERC under section 62 of Electricity Act or as per prevalent rules for determining the tariff of electricity to be generated by him. Bidder may keep in mind the guidelines of CERC with regard to fixation of tariff for MSW RDF based WTE Plant on project specific basis and also the recently determined power tariff rates fixed by DERC in Delhi for similar projects. With having due diligence on this aspect, bidder have to quote revenue sharing percentage in its financial bid.
8	RFP Clause 1.1.8	Bids will be invited for the Project in such manner that concessionaire gets his expenses (processing, waste to energy, disposal of inerts, landfill operations etc.) on the basis of end product (power, compost, RDF in this case). Concessionaire will have to share revenue with the North DMC, of the gross sale of the electricity (Power) generated/produced by incineration of MSW, gross sale of any other by product such as compost/RDF etc. obtained after processing of the incoming waste. The bidder who shall quote maximum percentage of revenue sharing of gross sale, shall be awarded the work.	Please indicate the reason for cancelling the 1 st Call Bid, where in the prospective bidder has given a maximum percentage of revenue sharing to North DMC.	This is an administrative decision as H-1 bidder violated the terms of RFP.
9	Page # 13	In case of closure/shut down of WTE Plant for any reason whatsoever, the bidder has to ensure processing of incoming MSW as per MSW Rule 2016.	WTE Plant will have regular shutdown and periodically maintenance schedule, in such cash the incoming waste should be transferred to other processing facility available in the NCR Region.	No such change is contemplated. However such decision can be taken up in consultation with North DMC if the situation so demand and entire cost has to be borne by the selected bidder itself on its own.

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the “PPP”) mode on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis for North DMC **(Replies to the pre bid queries)**

10	RFP Clause # 1.1.10 Page # 14	The Bidder shall maintain the landfill facility during the post closure period i.e. 15 years as per the specifications set out in the Concession Agreement and would be required to hand back the facility with technology to North DMC at the end of the Period.	Please clarify the payment terms of post closure period and scope of work related to the post closure.	No payment is envisaged in this project to the concessionaire. Please refer Draft CA.
11	1.4.2	In terms of the RFP, a Bidder will be required to deposit, along with its Bid, an EMD of 3.48 crore in the form of a demand draft or a bank guarantee or a Fixed Deposit Receipt from a nationalized/ scheduled bank. The Bid shall be summarily rejected if it is not accompanied by the EMD.	Please clarify in brief whether the EMD should be submitted in the form of Bank Guarantee or Not. Because there are two indications related to the EMD.	Yes, EMD can be submitted in the form of Bank Guarantee as per the performa, valid for 365 days w.e.f. date of submission of bid.
12	RFP Clause # 1.4.5 Page # 16	Financial bid and technical presentation would be weighed as per the criteria given in the RFP.	Please elaborate the technical evaluation methodology / marking adopted by NDMC to evaluate the bidders.	Please refer clause 3.1.2 of RFP.
13	RFP Clause # 1.4.5 Page # 16	NORTH DMC may at its own discretion choose to negotiate with the proposed Concessionaire or all prequalified bidders to arrive at the best financial offer in the interest of North DMC.	As per the CVC guidelines, the authority has right to Negotiate with the L1 Bidder to obtain the competitive final price in the interest of NDMC, however but the authority has a right to choose the bidder who matches the L1 Rate as well.	Clause is very much clear.
14	RFP Clause # 2.1.4 Page # 23	A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial North DMC or a judicial pronouncement or arbitration award	Please clarify in brief, what is Judicial North DMC means.	It is clarified that “or judicial North DMC” may be treated as deleted as the same is a typographical error.

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the “PPP”) mode on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis for North DMC **(Replies to the pre bid queries)**

		against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or neither contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.		
15		Technical Capability	In entire Technical Capability there is no preference given for a lead bidder qualification. Generally in a PPP Project the main technical qualification should be met by the Lead Bidder along and it can't be collectively considered.	It is clarified that the lead partner can be any member of the consortium not necessarily the technology or technical partner.
16	RFP Clause # 2.2.1 (5) Page # 25	Companies or their associates having track record of litigation with ULBs or other Government department and facing charges for non-performance during last 5 years will be disqualified	Non Performance can be result of many direct or indirect issues not related to the companies or its associates. Non Performance can be a result of Non Payment by the Authority or Event of Defaults by the Authority. Hence we request the authority to properly understand the reasons of non-performance instead of right way rejecting the bids. And having litigation history is not concerned as non-performance, but there may be many reasons for litigations. So it is suggested that the authority can have right of rejecting the bid if any bidder is blacklisted or terminated by juridical.	No such change is contemplated.
17	RFP Clause # 2.2.3	This RFP is open only to residents/entities incorporated in India in the case of a single entity and in the case of consortium, the Lead Member	The RFP is limited to Indian entity / lead member from India. Generally this project is published on global tender basis and	No such change is contemplated.

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the “PPP”) mode on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis for North DMC (**Replies to the pre bid queries**)

		shall be an entity incorporated in India.	requires international partners with experience and controlling stakes to be allowed.	
18	RFP Clause 2.16.2	The original and the copy of the Bid, together with their respective enclosures, shall be provided in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”.	The financial bid will be submitted only in an original has it consists the confidential information. We request the authority to amend the respective clause accordingly.	It is clarified that financial bid has to be submitted in original only.
19	RFP Clause 3.6.4	For the purpose of evaluation, percentage of revenue sharing shall mean the percentage of gross sale of electricity, compost, RDF and other recyclable etc. payable to North DMC , quoted by the Eligible Bidder for the all the year of concession period of 20 years.	We request the authority to have a better financial model for this project because the revenue sharing model will not sustainable for a long tenure. Hence we would request the authority to make a feasible study once again and come out with Tipping Fee Model which was already proven in many waste to energy projects.	No such change is contemplated.
20	RFP Clause # 2.8.1	Earnest Money Deposit (EMD)	Please confirm on details of favoring authority the bank guarantee to be obtained. Also it is very difficult to get the EMD / Bid Security Bank Guarantee for a 1 year validity this should be reduced to 6 months and subsequently extended.	No such change is contemplated.
21	RFP Annexure – III	Experience on projects under implementation will also be considered for evaluation	Please clarify the subjective sentence because this is not in line with the technical pre-qualification.	No such change is contemplated.
22	RFP Page # 77	Format for Performance Satisfaction Certificate	Every ULB has their own way of giving the Satisfaction Certificate of the format. But the required information related of the project, tonnage, payment made and operation period will be indicated. So we request the authority not to stick to their specific format.	Accepted

23	CA 4.1.2	The Conditions Precedent required to be satisfied by the North DMC shall be deemed to have been fulfilled when: (a) the North DMC shall have assisted the Developer to procure EIA and other approvals for the Project;	Please clarify the role of NDMC in assisting the developer to procure EIA. This Condition is not quantifiable.	Please refer Schedule 2 applicable permits of Draft CA.
24	CA 4.2	Damages for delay by the concessionaire. In the event that (i) the Concessionaire does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by North DMC, or due to Force Majeure, the North DMC shall encash the Performance Security at the rate of 0.2% (zero point two percent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.	Please clarify the exact Damages for the delay of the project, as there two indication when compared to Concession Agreement and RFP (Please refer to Page # 12 of RFP). Please clarify the exact LD / Penalties for Project Delays.	It is clarified that damages for delay by the concessionaire shall be governed by the relevant clauses mentioned in Draft CA.
25	CA Clause # 9.2	Appropriation of Performance Security for Construction Works.		

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the “PPP”) mode on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis for North DMC (**Replies to the pre bid queries**)

26	CA Clause # 22.1.1	The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 120 (One Hundred Twenty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 30 (thirty) days, subject to payment of Damages to the North DMC in a sum calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day of delay,	It is very difficult to get the financial closure within 4 months from the date of signing the concession agreement. So we request the authority that it requires minimum 6 months for financial closure for any W2E Project.	Please refer Timeline Chart for completion of work in Clause 5.1 of Draft CA. It is clarified that 6 months time has been contemplated upto appointed date w.e.f. signing of agreement and thereafter 20 months time has been contemplated for construction period upto COD. Concession period would be of 20 years w.e.f. COD.
27	CA Clause # 34.3	All property taxes, if any, related to the Land given on lease to the Project Developer shall be payable by the North DMC.	In any MSW Project the land provided will be at very nominal annual fee and property taxes are waived off.	The clause is clear
28		Extension of Submission Date:	We request the authority to provide minimum 4 weeks of time to all the prospect bidders from the date of clarifications given to the pre bid queries.	No such change is contemplated.
29		2 nd Pre Bid Meeting	The present tender notification was given on 12.11.2018 and the pre bid meeting was held on 16.11.2018 given only 4 days for submitting the pre bid queries. We request the authority to conduct the 2 nd pre bid meeting as well and give sufficient time for all the prospect bidder to submit the queries for the clarification.	No such change is contemplated.
30		Reason for Cancellation of previous bid (Reference: NIT No. EE/DEMS/STORE/North DMC/2018-2019/02 dated 09.04.2018)	Please indicate the reason for cancellation of the previous bid, where the North Delhi has obtained a maximum bid for revenue sharing.	This is an administrative decision as H-1 bidder violated the terms of RFP.

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the "PPP") mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis for North DMC (**Replies to the pre bid queries**)

JITF Urban Infrastructure Limited

	Clause No	Page No	Existing clause	Clarification required	Reply
1	2.11	31	The proposal shall indicate that it would remain valid for a period not less than one year from the Bid Due Date (Bid Validity Period).	The bid validity should be maximum 180 days from the due date of submission of the bid/RFP. Please confirm,	No such change is contemplated.
2	1.1.6	13	The concession period (the "Concession Period") for this project is for a term of 20 years from COD and shall terminate upon expiry of the term. Six months time has been contemplated upto appointed date w.e.f. signing of agreement and thereafter 20 months time has been contemplated for construction period of COD.	Requested to provide concession period of 25 years from the COD for the financial viability of the project. Also construction period should be 24 months from the date of signing of Land lease and appointed date would be the date of obtaining Financial closure.	Concession period would be of 20 years w.e.f. COD. No such change is contemplated.
3	(10)	12 and 15	Revenue Sharing Model: - Bids will be invited for the Project on the basis of revenue sharing by the concessionaire with the North DMC..... The bidder who shall quote maximum percentage of revenue sharing of gross sale, shall be awarded the work.	We request that the Financial parameter for bid evaluation must be based on quoted power tariff rather than revenue sharing. Please confirm,	No such change is contemplated.
4	F	61	The concessionaire shall design and construct the processing facility & engineered landfill at its own cost.	Kindly remove SLF construction and management from concessionaire scope work.	No such change is contemplated.

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the “PPP”) mode on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis for North DMC **(Replies to the pre bid queries)**

5	n	62	The concessionaire shall treat leachate generated at the processing facilities , transfer stations, landfill facility, and collected from the vehicles transporting waste biological / chemical / physical / thermal methods before disposing the treated leachate from processing facilities , landfill	Transfer stations are not under bidder's scope, thus requested to remove leachate processing of transfer station. Please confirm, Facility, transfer stations and vehicles transporting waste as per SPCB / CPCB norms.	“Transfer station” is deleted. However, leachate treatment facility has to be built and operate by the selected bidder.
6	p	62	The revenue generated through carbon credits, if any shall be shared in the ratio of 50:50 between the concessionaire and the North DMC.	The revenue generated through carbon credits must be shared in the manner determined by CERC and mentioned below sharing of CDM Benefits. 1.The proceeds of carbon credits from approved CDM project shall be shared between generating company and concerned beneficiaries in the following manner, namely 2.100% of the gross proceeds on account of CDM benefits to be retained by the project developer in the first year after the date of commercial operation of the generating station: 3.In the second year , the share of the beneficiaries shall be 10% which shall be progressively increased by 10% every year till it reaches 50% , where after the proceeds shall be shared in equal proportion , by the generating company and the beneficiaries.	No such change is contemplated.
7	3	63	The concessionaire shall continue to undertaken post closure activities for 15 years at the engineered landfill developed by it, but the facility shall be handed over to the North DMC after final capping of the landfill.	Kindly keep SLF in scope of North DMC.	No such change is contemplated.

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the "PPP") mode on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis for North DMC **(Replies to the pre bid queries)**

8			General	<p>(a) Please provide land layout in auto CAD with soil, water test report for proposed WtE / SLF land</p> <p>(b) Please furnish the MSW characterization report along with the calorific value.</p> <p>(c) Is proposed WTE / SLF land has EC and other clearances?</p>	<p>a) Site layout plan is given in Draft CA.</p> <p>b) No such report is available.</p> <p>c) The proposed WTE/SLF lands do not have EC and other clearances yet, however selected bidder has to obtain the same.</p>
9			General	<p>Please confirm,</p> <p>Inert / rejects quantity to be calculated on monthly average on MSW supplied by North DMC</p>	<p>Inert / rejects quantity would have to be calculated on monthly average on MSW supplied by North DMC and received at Waste Processing Facility.</p>
10			General	<p>Concessionaire should be allowed not to accept MSW during plant shutdown period / over hauling / R&M for maximum period of 60 days in a calendar year.</p> <p>In case of over hauling and R&M of the W t E plant , concessionaire should be free to dump the rejects / inert In SLF, after recovering compost+RDF+Other usable items in this case rejects / inert going to SLF may go equal to 20% or more than 20% of the MSW input qty.</p> <p>Please suggest.</p>	<p>No such change is contemplated.</p>
11			General	<p>The water required for W t E plant operation should be provided by North DMC at W t E project site.</p> <p>Please confirm</p>	<p>No such change is contemplated.</p>

Setting up of Municipal Solid Waste Processing Facility including **15 MW WTE plant** along with Engineered Landfill adopting Waste to Energy Technology under Public Private Partnership (the “PPP”) mode on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis for North DMC **(Replies to the pre bid queries)**

12			General	<p>Please furnish the following:</p> <p>a) Distance of substation and its capacity.</p> <p>b) Construction power and water should be provided by North DMC at door step of W t E projects site.</p> <p>c) Water sources / STP / WTP and their capacity.</p> <p>d) Contour plan of the proposed site.</p>	<p>a) Bidder has to make its own survey in this regard. However, nearest substation falls in the industrial area itself.</p> <p>b) No such change is contemplated.</p> <p>c) Nearest STP is at Rithala. However, bidder can make arrangement of water from the adjoining Pragati Power Plant after having permission from Power department/GNCTD.</p> <p>d) No such plan is available.</p>
13			General	<p>The approach road to the W t E plant site must be constructed and maintain by North DMC for entire concession period. Please confirm</p>	<p>No such change is contemplated.</p>
14			General	<p>Please confirm The proposed project land will be allowed to be mortgage in order to make financial closure easier.</p>	<p>It is clarified that project land of 30 acre, to be given on lease to selected bidder on nominal lease rent basis of Rs.1 per sq. mtr., can not be mortgaged in any manner.</p>
15			General	<p>Please provide the litigation details against proposed site (if any).</p>	<p>There is no such case against the proposed site.</p>
16			General	<p>Please confirm, No development zone to be declared around 500 mtr from the proposed W t E plant or SLF.</p>	<p>It is clarified that, the instant land is adjoining to the land where presently WTE Plant of 24 MW capacity and engineered landfill is running and therefore all suggested compliances have been taken care by MoEF while according EC to this running plant.</p>
17			General	<p>Please provide, DERC approved draft PPA for the project along with approval for purchase of 15 MW power.</p>	<p>It is clarified that in the instant case, bidder has to approach DERC for determination of power tariff on its own and therefore there is no draft PPA as such.</p>