

NORTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (SPECIAL PROJECT) ROHINI ZONE
3RD FLOOR, SUB-ZONAL OFFICE BUILDING, SECTOR -17, ROHINI, DELHI-110085
Tel: 011-27570699

No. EE (SpPr)/Rohini/2019-20/72

Dated: 05.07.2019

ADDENDUM NO.1

N.O.W.: Rehabilitation and Reclamation of Bhalswa Landfill Project at SLF Bhalswa
N.I.T. No.: EE(SpPr)RZ/TC/2018-19/01 Dated 08.03.2019

The clarifications/replies to pre bid queries submitted by prospective bidders in reference to pre-bid meetings held on 15.04.2019 & 01.05.2019 as well as amendments to existing clauses & additional clauses in tender document are hereby forwarded to the prospective bidders which shall form part of tender document:

SL NO	REFERENCE (Document Name, Page Number, Clause Number)	DESCRIPTION OF CLAUSE	QUERY (REASON FOR QUERY / SUGGESTION)	Clarification/Modification /Reply
Ramky Enviro Engineers Limited/ Hyderabad Integrated MSW Ltd.				
1	NIT Page # 4 Point # C	The bidder has average annual financial turnover of at least Rs 97 Crores during the last three financial years ending 31 st March of previous financial year (The bidder will have to submit affidavit / certificate from CA).	We are in verge of completing the audited balance sheets of 2018-2019 and officially the balance sheets can be filed till September 2019. So we request the authority to accept the provisional balance sheets and CA for the year 2018-2019.	Bidders can submit provisional Balance Sheet and Profit and Loss Statement along with CA certificate for FY 2018-19. However, the bidders will have to submit the affidavit / certificate from CA before finalization of tender.
2	NIT Page # 4 Point # E	The contractor shall have all necessary regulatory licenses for execution of the work and provide necessary proofs of licenses for the same.	Please list out the licenses required for execution of this work. And we presume that all the licenses and approval required for the work will be obtained after the award of the work and execution of the work. Kindly amend the respective clause accordingly.	Contractor need to procure the regulatory licenses as per the prevailing laws of India/Delhi while execution of the contract /after award of the contract. North DMC will facilitate the contractor in obtaining licenses.
3	NIT Page # 5	Note 2 : - The offer shall be valid for a period of 6 months from the date of opening of financial bids of RFP of from the	Any offer can be valid for a period 6 months from the date of technical bid opening not from the financial bid opening. Any process right bid submission, technical and financial bid, order finalization should be completed within 6 months only.	The offer shall be valid for a period of 6 months from the date of opening of financial bids. Date of opening of financial bid will be informed later to the technically qualified/eligible bidders.
4	NIT Page # 5 Clause # 4	Bidders have to deposit Earnest Money of Rs 400 Lakh in the form of fixed deposit receipt of a scheduled bank / demand draft of a scheduled bank issued in favour of Commissioner, North Delhi Municipal Corporation along with tender document. A	We request the authority to accept the entire value of earnest money in the form of Bank Guarantee issued by the Nationalized or the Scheduled Bank of India. Also the earnest money deposit seeked under this bid is very high and unreasonable. Request the	The Earnest Money shall be 2.05 Crores as per clause no. 19.3 of CPWD Manual 2014 and mode of deposit will be as per clause no. 19.4 of CPWD Manual 2014.

		part of earnest money is acceptable in the form of Bank Guarantee also. In Such a case, Rs 20.00 Lakh (Rupees Twenty Lakh Only) will have to be deposited in shape prescribed above and balance in shape of Bank Guarantee.	authority to reduce the EMD Value to less than 50 Lakhs which is very reasonable and NDMC has accepted the requested values in the previous tenders as well.	
5	NIT Page # 5 Clause # 5	Tender Document can be had from the office of Executive Engineer (Special Project), Rohini Zone, North Delhi Municipal Corporation)	We request the authority to provide the soft copy (PDF Document) as it required for quick bid preparation and search of required word / sentence without wasting the time. So we request the authority to provide the entire documents including the drawings in soft copy, which will be property and binding on all prospective bidders to use for official purpose.	Soft copies of all the tender documents have already been e- mailed to all prospective bidders. Contractor can make their own proposal with their own drawings.
6	NIT Page # 11	By this tender document, NDMC invites Indian and International experienced companies to submit proposals (one proposal by each company)	The respective clause is confusing, we request the authority to delete the sentence " <i>One Proposal by each Company</i> ".	Tender Conditions shall prevail.
7	NIT Page # 16 Clause # C	<u>Provisional Item:</u> Installation of 3 MW Gas Engine of power generation from Landfill Gas (LFG).	Please mention the details scope of work, specification and assured parameters of 3 MW Gas Engine. Hopefully the revenue generated from the power generates will retained by the concession / contractor.	The provisional item AA (Landfill mining and C&D requirement for fire area and provisional item CC (Costs for 3 MW gas engine and system for power generation from LFG) have been deleted. The provisional item BB (Costs for Extra Cutting and filling of waste due to change in slope from 1V:2H to 1V:2.25H) and provisional item DD (Leachate Treatment Plant having 100 m3 per day capacity) are no more the provisional items and now are part of the main items of work (Annexure 16) and Financial Bid in Section 6 of RFP.
8	NIT Page # 28	In case of claiming experience and financial capability of associate, Bidder is required to submit certificate from Company Secretary / Chartered Accountant showing details of shareholding by Parent Company. Alternatively, bidder can also submit	As per the respective clause, the bidding entity can claim the experience of the Parent Company and Associate Company. We request the authority confirm the above query in clarity and amended the clause as follows. <i>"Sole Member / JV Member can claim</i>	The tender conditions shall prevail.

		extracts from annual audited account for showing details of shareholding by their parent company.	<i>experience of their parent company or any other Subsidiary Company held by their parent company. However, such Sole Member / JV members have to provide Parent Company Guarantee for themselves and for the subsidiaries whose credentials are being used to claim experience. The Parent companies shall be jointly and severally responsible for fulfilling contractual obligations of the JV/SPV”</i>	
9	NIT Page # 30	N = Number of years prescribed for completion of the works for which bids invited = 15 month (including monsoon period).	As per the NIT, the work should be completed within 18 months (including monsoon period). So the respective clause the time period should be 18 months.	Time for completion of the Project is 24 months (including monsoon periods).
10	NIT Page # 40 Clause # 25.7	The rate quoted by the bidder shall be fixed for the duration of the contract including extension, if any and shall not be subject to adjustment on any account unless otherwise provided for in the Contract Data.	If the project gets delayed due to environmental concern, site issues or any other issues which are beyond the control of the contractor / concessionaire, than the price should be escalated for the extended period as per the whole sale price index.	The extension due to the event of environmental concern will not be a cause for escalation of quoted rates.
11	NIT Page # 54 Clause # 41.1	<u>Signing of Agreement:</u> Within 15 days of issue of the Letter of Acceptance, the successful bidder shall prepare the Form of Agreement, in duplicate, on non – judicial stamp paper.....	We request the authority to provide a time of 21 days to 30 days for agreement signing from the date of Letter of Award. Also, the agreement to be signed in 2 Copy (Originals) and exchanged by both the parties.	The contract agreement will have to be signed within 30 days from the date of issuance of Letter of Acceptance/Award.
12	GCC Page # 4 Clause # F.8	Schedule : F Payments: The payment will be made to the contractor within 45 days of the date of receipt of contractor’s bill.	For proper fund flow and to make the project successful, the payment should be made within 30 days from the date of bill submission. Generally in any contract the payment should be made in 30 days. So we request the authority to amend the respective clause to 30 days.	Tender conditions shall prevail. Please refer to following phrase in clause 9 of GCC :- The payment of passed bills will depend on availability of funds in particular head of account from time to time in North DMC. Payments of bills shall be made strictly on ‘Queue’ basis i.e. first the past liabilities will be cleared and after that the release of payment for passed bills will be in order of the demand received at HQ under particular head of account. No interest will be payable by North DMC if delay in payment is due to non-availability of the

				funds in the concerned head of account
13	GCC Page # 5 Clause # 1	<u>Contract Data:</u> Date of Start: 22 days from the date of issuance of Letter of Award (Work Order) from NDMC.	It is not possible to start the work within 22 days from the date of LOA. We request the authority understand the resources needed the mobilization. It would require minimum of 3 months to mobilize the required resources and start the work.	It is to be noted that after date of commencement, contractor need to start site mobilization. Contractors need to decide site mobilization period by themselves in order to complete the project within timelines. 22 days are reasonable for site mobilization and will not be changed.
14	GCC Page # 6	Time allowed for execution of work: 18 Months from the date of start.	The subjective scope of work can't be completed within 18 months as monsoon would be approach in next 2 months i.e during the Start of Work. And as per the real time experience, it is necessary required 36 months from the date of start of work i.e obtaining the required approval.	Time for completion of the Project is 24 months (including monsoon periods).
15	GCC Page # 10 Clause # 12	GST or any other tax on material in respect of this contract shall be payable by the Contractor and N.D.M.C will not entertain any claim whatsoever in respect of the same.	As of today, the services of municipal solid waste management rendered to a urban local body are exempted from GST. In case in further, if any new tax is introductory, imposed that should be borne by the Authority as s it was not known, not existing either to the concessionaire or to the authority at the time of bidding. This is may be incorporated in the RFP/ Concession Agreement. And the processing / tipping fee quoted by the bidder will be exclusive of all the taxes.	Contractors are required to quote the amount in Financial Bid inclusive of GST. Please refer Clause 38, Pg. 59 of GCC for "reimbursement of Levy / Taxes if levied after receipt of tenders".
16	GCC Page # 16	Recovery of Security Deposit : The person / persons whose tender (s) may be accepted (herein after called the contractor) shall permit North D.M.C at the time of making any payment to him for work done under the contract to deduct a sum rate at the rate of 5% of the gross amount of each running bill.	As per the Clause # 7.6, the authority is already considering and taking 5% of the total contract value towards the performance bank guarantees to secure the project. And addition deduction of 5% towards the Security deposit is an additional deduction, which will affect the funds flow and unnecessarily increase the costing of the project.	Tender conditions shall prevail.
17		Section 1 – Instruction to bidders: A. General; Clause : 1 Project Brief para 2: page 9 of 55; the site un engineered landfill and does not have a proper landfill	Please clarify: The area of the waste spread is 283000 sqm area and avg. waste slopes are 1V:1H to 1V:2H, based on the same the quantity dumped at site is more than the 8.8 million cum. After the	The DPR contains estimated quantities for the proposed works. The information and drawings provided in the DPR are indicative and for the reference purpose of Bidders only. Bidder need

		<p>management system except daily spreading and partial compaction of waste. Approximately 8.8 million cum of MSW has been dumped at this SLF since its inception. The height of waste dump reaches 62m above the avg ground level and 8m below the ground level. The waste spread area is 70 acres</p>	<p>exact survey only get the exact quantity of waste.</p> <p>Based on the RFP, DPR and drawings provided by client, we will submit the quantities for tender evaluation, this may vary from contractor to contractor. This will impact on tender evaluation, request client to provide the quantities for tender evaluation and actual quantities may be paid as per the actual work done at site.</p>	<p>to carry out necessary survey and investigation works at the site for preparation of final design and drawings for proposed work.</p> <p>Bidder need to estimate quantity of the work activities mentioned in Scope of Work and BOQ Items. Based on the quantities estimated by the Bidders, they need to quote lump-sum price.</p> <p>Payment will be done on Milestone basis as mentioned in SCC, Clause 8.</p> <p>The payment for ‘Variation in quantities’[Clause 7 (a)and 7(b) of SCC] are modified as under:</p> <p>7(a)“If the executed quantity of any item of contract is higher than the quantity submitted by the contractor, such increase in quantity shall have to be executed by the contractor and the contractor shall not be entitled for any payment.</p> <p>7(b) “If the executed quantity of any item of contract is lesser than the quantity submitted by the contractor, the amount towards such non-executed quantity shall be recovered from the contractor based on the justification of Rates worked out by the department for such items after receipt of financial bids and the same shall be binding on the contractor.”</p>
18		<p>Section 1 – Instruction to bidders : A. General; Clause : 1 Project Brief para 2: page 10 of 55;</p> <p>To mitigate the need of suitable fresh materials for use in Capping layers and to accommodate the huge quantity of MSW in available foot print area, the team of Consultant (BRCPL), Technical Advisor (IIT Delhi) and NDMC has decided to partially excavate the dumpsite and to reuse of segregated material <10mm in waste compensatory layer (300 mm) and 4-20 mm gravel / Aggregate like materials in cover layer (after washing)</p>	<p>Please clarify: segregation is must to separate and processing of C&D material up to the desired quantity for capping. But as per the BOQ the C&D facility is as provisional item.</p> <p>Which are duplicating the costing for the project financial comparison.</p>	<p>Please refer to reply to query at serial no. 7 herein above.</p>

		for capping the dumpsite.		
19		Disposal units	Please indicate the distance where the domestic Hazardous waste, Bio medical to be transported and handed over. The cost of disposal charges will be under clients scope	Upon identification of Domestic Hazardous waste and Biomedical waste, Contractor needs to report to North DMC. Contractor is required to manage such non-conforming waste as per direction given by North DMC at no extra cost. The contractor shall have to adhere to Hazardous Waste Management Rules, 2016 and Solid Waste Management Rules, 2016.
20		Leachate generated in the area has to be collected and treated at the site itself or send to existing treatment facility identified by NDMC. Leachate quantity has to be worked out	This is existing dump of 70 Acres and height of more than 62 meters and depth is 8m below ground level. And the RFP is called for a specific scope of work for transportation of leachate to existing plant identified by NDMC or treated at site. In such case, how come the respective operator will be available to collect and treat the Leachate because it will be continually flowing from the entire dump of 70 acres. We request the authority to provide the following detail information on leachate treatment: Scope of work and quantity of leachate to be treated / transported to nearest STP as mentioned in RFP. Technical specification of leachate system Time period for collecting and treating the leachate Specific payment terms for leachate.	Please refer to items at S no. 5 to 9 of Amendment to existing clauses.
21	ITB Page # 14 Clause # 6.1 (a)	Design and Approvals	Please clarify: Design and detailed engineering approvals required only from IIT Delhi / Roorkee and after approvals will start the project development. Other than the above any clearance required from any statutory authorities, client may considered for payment for approvals and also considered the time lines for the same.	If such approvals are required to be taken up by Project Owner as per statutory mandate, North DMC will apply for obtaining statutory clearances / approvals from their end and Contractor will have to bear cost associated thereof. However, Bidder/Contractor is required to assist North DMC by furnishing details or information/data/design/drawings/presentation or any other documents as sought by North DMC for obtaining such approvals. The contractor will have to

				<p>bear the charges towards payment to be made to the consultant amounting to Rs. 34.50 Lakh through North DMC on account of his site visits, meeting for clarifications during execution as and when required and after completion of project.</p> <p>Furthermore, the contractor will have to bear the charges towards payment to be made to the IIT /Delhi through North DMC for providing their technical assistance during execution of the work and the amount to be paid will be informed later.</p>
22	ITB Page # 14 Clause # 6.1 (a)	<p>The contractor need to design for a final stable slope. The slopes should not be steeper than 1 in 2. If bidder find that it need 1V:2.25H, the bidder is required to re-profile the slope accordingly (1V:2.25H) and execute the same as provisional item for which contractor is required to submit the rate in tender</p>	<p>If there any changes in the slopes based on the waste characteristics, slip circle analysis and soil erosion control on and above the geo-synthetics, after the designs and approval from IIT, client may consider for the same for further development.</p>	<p>Please refer to Section 8 of DPR. If slopes gentler than that referred to in the DPR are proposed by the bidders in their technical proposal, the same will be considered by the North DMC.</p> <p>Please refer to reply to Query No.7, herein above.</p>
23	ITB Page # 14 Clause # 6.1 (a)	<p>If to be noted that bidder is required to appoint IIT Delhi or Roorkee at his own expenses. Contractors / Bidders are free to propose alternative of systems proposed in this tender with cost and justification separately for evaluation.</p> <p>AND Section1: Instruction to Bidders; page 42 of 55; clause 29: alternate proposals will not be considered.</p>	<p>Please confirm – Bidder may submit alternate proposal or not.</p>	<p>In reference to Clause 6.1 (a) in ITB, Pg. 14, it is clarified that “Contractors / Bidders are required to submit alternate proposals having only minor changes in design in line with the scope of work and technical description / specifications as presented in this tender document.”</p> <p>The technical proposal shall then have to be got approved from IIT Delhi.</p>
24	ITB Page # 14 Clause # 6.1 (d)	<p>Other reusable materials such as compost, Refuse derived fuel (RDF) fluff and other recyclables.</p>	<p>Please indicate the distance where to be transported and handed over. The cost of disposal charges will be under clients scope</p>	<p>ITB, Pg. 14, Clause 6.1 (e - v) suggests to dispose Process Remnants at suitable locations into the same landfill which is at bidder’s cost.</p> <p>Process Remnants may include non-sellable excess products (Compost / RDF material/other recyclables, etc.) Bidder is free to generate additional revenue for them through the sale of the by-products generated from landfill mining.</p> <p>The storage of Compost / RDF material/other recyclables, etc. should not hinder with the overall</p>

				performance of the contract. The site shall have to be cleared in all respects before completion of work.
25	BOQ	As per the sections provide in the RFP to BOQ, there is a change in items to be executed at site based on the approvals from IIT or statutory	<p>Please clarify – After conducting the survey and as per the site condition, if the items / quantities will vary from BOQ to work out quantities.</p> <p>Other than RFP BOQ items, any additional quantities and items as per the approval from IIT or statutory, will be under client scope or client has to pay as per DSSR/actuals.</p>	This is a lump sum contract. Bidder need to estimate the quantities on their own. Please refer clarification/reply to query at S. No. 17 hereinabove regarding modified Clause 7 (a) & 7(b) of SCC [‘Variation in quantities’]
26		The bidder shall also develop C&D, waste segregation, leachate treatment plant along with suitable infrastructure for storage of the segregated/recovered material in the place designated for each type of recovered material.	Please confirm – client may provide the required area for supporting infrastructure after the design approval from IIT.	<p>NORTH DMC will not provide any additional land except handing over the Project area.</p> <p>Contractor can use mobile machineries (for recovering suitable Gravel and Soil like materials) at appropriate place on the dumpsite for segregation of excavated waste from landfill mining. Temporary storage area is to be explored by the Contractor at the Project Area.</p> <p>The layout drawing showing the location of proposed infrastructure facilities (including LTP) is provided in Drawing no. BH-TENDER-LO-06 enclosed at Appendix A – Drawings.</p>
27		<p>The bidder has to complete the project activity within a span of 18 months including monsoon.</p> <p>As per the scope: survey, Geo-tech studies, design and approvals from IIT, waste segregation, waste profiling, capping as per RFP.</p>	Please clarify – Work space may not be sufficient and time lines are very constricted towards the scope of work including waste segregation, client may considered for time line for execution 18 months without monsoon after the approval of designs from IIT.	Time for completion of the Project is 24 months (including monsoon periods).
28		Leachate quantity has to be worked out.	<p>We request the authority to provide the following detail information on Leachate Treatment:</p> <p>Scope of Work and Quantity of Leachate to be treated</p> <p>Technical Specification of Leachate System</p> <p>Time Period for Collecting and Treating the Leachate.</p> <p>Specific Payment Terms for Leachate.</p> <p>Also, we would request that North DMC should</p>	Please refer to items at S no. 5 to 9 of Amendment to existing clauses

			allow us to treat the collect leachate at a free of cost at nearest STP. And provide the details of STP Plant.	
29		Disposal Units.	Please indicate the distance, where the Domestic Hazardous Waste, Bio Medical Waste to be transported and handed over	Please refer to reply/clarification to query at S.No. 19 hereinabove.
30		2 nd Pre Bid Meeting	As this is a complex project, we request the authority to conduct the 2 nd pre bid meeting as well after giving clarifications to these queries, which will give more clarity to all the prospect bidders.	2 nd Pre-bid was held on 01 st May 2019. Replies of the queries submitted w.r.t. 1 st and 2 nd pre-bid queries are being furnished herewith.
31		Additional Pre Bid Queries	We are in process of visiting the site for the necessary survey etc. Post Visit of the site, we would submit the additional queries. Request the authority to accept and clarify the same as well.	As replied at S.No. 30 above.
32	Revised DPR; Under Section 18.3,	Leachate Treatment Plant Capacity given as 100 m3/day	Please provide the basis of estimation of LTP capacity as 100m3/day. Also please confirm the proposed plant will be able to handle the pre-closure activities, as the area is 26.7 Hectares and till the date solid waste is being dumped into the facility.	Please refer to items at S no. 5 to 9 of Amendment to existing clauses
33	Revised DPR; Under Section 18.2, Paragraph 2,	NDMC will make arrangement and agreement with suitable and preferably nearer STP	Requesting to provide the distance between the bhalswa dumpsite to the nearest STP., where leachate shall be disposed.	Please refer to items at S no. 5 to 9 of Amendment to existing clauses
34	Reference : Revised DPR; pg 60/402	Leachate Treatment Process Scheme	Please clarify whether the proposed scheme has to be followed or bidder is allowed to select the treatment scheme to meet the discharge standards specified in the tender document.	Please refer to items at S no. 5 to 9 of Amendment to existing clauses
35	Instruction to the bidder; under section3;	Provisional items; point C – installation of 3MW gas engine for power generation from Landfill Gas.	Requesting to provide basis of selection of 3MW gas engine for such large dumpsite.	Please refer to reply to query at serial no.7 herein above.
SMS Ltd.				
1	11.2	11.2 Joint Venture: A Joint venture shall have to be structure in a manner such that the Member fulfilling the Technical criteria above shall be nominated as a Lead Member of the Joint Venture with the equity	Kindly amend as follows 11.2 Joint Venture: A Joint venture shall have to be structured in such a manner that the Member I fulfilling the Financial criteria above shall be nominated as a Lead Member of	Clause 11.2 of the Instructions to Bidders is modified as under: 11.2 “A Joint Venture shall have to be structured in a manner such that the Member fulfilling the Technical Criteria above shall be nominated as a Lead Member of the Joint

		share 'capital of minimum 51% and Joint Venture member shall collectively meet the Financial Criteria specified above.	the Joint Venture with the equity share capital of minimum 51% and Joint Venture member shall collectively meet the Technical Criteria specified above.	Venture with the equity share capital of minimum 51% and Joint Venture Members shall collectively meet the Financial Criteria specified above". Where the bidder is a single entity or a JV, is declared the Successful Bidder and awarded the Project, it shall incorporate a special project company (the "SPC") under the Indian Companies Act, 2013 for entering into an Agreement with North DMC and for performing all its obligations as the Contractor in terms of the Agreement for the Project.
2	11.4	11.4 An entity incorporated outside India can participate as a single bidder (if it meets all the Technical or Financial criteria) or as a member of a Joint Venture submitting a Proposal.	11.4 An entity incorporated outside India can't participate as a single bidder (if it meets all the Technical or Financial criteria) but can participate as a member of a Joint Venture (for with any Indian Company-Under "Make in India" policy) submitting a Proposal	Tender conditions shall prevail. Please refer reply/clarification to query at S No. 1 hereinabove for modified clause 11.2 (Instructions to Bidders).
3	11.2 AND 12.2	A Joint venture shall have to be structure in a manner such that the Member fulfilling the Technical criteria above shall be nominated as a Lead Member And As per 12.2 Technical Criteria given intender is as follows sub-clause coveringTender documents. 12.2.a.i to 12.2 a. xii 12.2.b – Support documents 12.2 c- Solvency – Banker Certificate 12.2 d – All regulatory Licenses for execution	We hereby request to kindly clarify the term Technical criteria and scope to decide the Technical criteria. As per tender 12.2 Technical Criteria12.2a(itoxii); 12.2b;12.2c,12.2d. We had observe that 12.2a [itoxii)-out of 12 sub clause some Clauses are for the condition and related to scope of the project. 12.2b is related to documents, datasheet And certificate for reference project. 12.2c is solvency Bankers certificate 12.2d is for necessary regulatory licenses for execution of the work Hence we request to consider the Technical Member must have experience of construction of landfill work for minimum two project with total cost of Rs.50 crore or more in past 10 years (as per clause 12.2a.iii).	Please refer reply/clarification to query at S No. 1 hereinabove for modified clause 11.2 (Instructions to Bidders). The technical criteria in clause no. 12.2(ITB) shall remain unchanged.

4	BOQ	BOQ – measurement and Payment	<p>a. What shall be the methodology of taking measurements?</p> <p>b. What shall be unit of measurement and payment for re-sectioning and making the profile of existing waste?</p> <p>We request to consider The mode of measurements, unit of measurements and payment should be related to quantity of work done.</p>	<p>As stated in Section 6 – Schedule of Price (Financial Bid), Bidder need to fill up ‘Lumpsum’ cost for execution of the Project.</p> <p>Bidders are required to understand that this is ‘Lumpsum Contract’. However, Interim Payment will be made as per the Milestone achievement.</p> <p><i>It is reiterated that the DPR contains estimated quantities for the proposed works. The information and drawings provided in the DPR are indicative and for reference of Bidders only.</i></p> <p><i>Bidder need to carry out necessary survey and investigation works at the site for preparation of final design and drawings for proposed work.</i></p> <p><i>Bidder need to work out quantity of the work mentioned in Scope of Work and BOQ Items. Based on the quantities estimated by the Bidders, they need to quote lumpsum price.</i></p> <p>Payment will be done on Milestone basis as mentioned in SCC, Clause 8.</p> <p>Please refer clarification/reply to query at S.No. 17 hereinabove of Contractor-1 regarding modified Clause 7 (a) & 7(b) of SCC [‘Variation in quantities’]</p> <p>The payment for partly executed milestone will be considered only if all stages covered in that milestone are completed and the same shall be solely on the discretion of North DMC.</p>
5	BOQ	Unit of measurements, payments for regulatory layer, amended clay layer, Geogrid, sand in drainage layer, Gravel layer, HDPE sheet laying Geotextile laying Vegetative soil layer, turfing etc.	We request to consider Geogrid, HDPE sheet, Geotextile, turfing etc should be paid in Sq.M. and others in Cum. Of work done.	As replied in S.No. 4 above.
6	BOQ	Landfill Capping	Kindly clarify top of the landfill is to be kept open for solar panel or to be turfed?	Installing solar panel over Turf is not part of scope of work.
7	BOQ	Road Surface	As per tender 7M wide berms/ benchesat 10 M height to be provided with road surface? If yes Kindly clarify	Please refer to DPR and appendices thereto.

			<ul style="list-style-type: none"> a. Shall there be HDPE sheet below road surface? b. Will NDMC allow vehicles to travel on these roads during maintenance period? c. If paved blocks to be done, then there is possibility of HDPE sheet getting punctured due to load of heavy vehicles on paved surface, pl. clarify. 	
8	BOQ	At Slopes	<p>Kindly clarify</p> <ul style="list-style-type: none"> a. Shall lawn be grown on slopes? b. If yes then what material should be used as vegetative soil for growing lawn? c. Vegetative soil from segregated stuff of biomined waste will not contain that much quantity of soil/silt suitable for growth of lawn. This requires minimum 0.50 M thick layer of vegetative soil to grow lawn and flowering plant over the ground. This much quantity cannot be made available from Biomining, and has to be arranged from other resource. Will this Procurement of vegetative soil allowed? Pl clarify. d. If yes then what shall be the mode of payment for this extra vegetative soil?. 	Tender conditions shall prevail.
9	BOQ	Leachate treatment	<p>Kindly clarify</p> <ul style="list-style-type: none"> a. What will be method of treatment of leachate during biomining, capping? Who will bear cost of transportation as well as treatment of leachate to the nearest STP project? Please clarify how will the contractor get paid against this. b. What will be the contingency plan if the parameters of leachate generated is not suitable for the treatment at the 	Please refer to items at S no. 5 to 9 of Amendment to existing clauses

			designated STP?	
10	Scope	Daily waste quantity	What about daily waste coming to site 2000M3 per day? Who will bear cost of disposal, spreading and compaction of it? And How shall contractor get paid for it.	Managing fresh waste dumping operations at the site is part of this Contract. The Contractor will coordinate with NORTH DMC officials for receiving and disposal of fresh MSW.
11	Scope	Scope of work	Kindly clarify these scope of installation of solar panels is it included in the work? If yes then how the contractor get paid for it.	Supply and installation of Solar Panel is not part of Scope of work.
12	Scope	Storage	Kindly clarify will NDMC provide sufficient space for storage of usable segregated material obtained from Bio mined waste?	NORTH DMC will not provide any additional land except handing over the Project Area.
Saurashtra Enviro Projects Pvt. Ltd.				
1	-	-	As this is lumpsum contract, we request you to kindly provide Autocad basic drawings, like contour survey and your suggested development drawings and plant which can help us to estimate Qty. so that we can bid competitively.	Contour survey in *.dwg format (i.e. Autocad format) has already been e-mailed to all the prospective bidders. Other drawings have also been provided in the form of *.pdf format for Bidder's reference and understanding purpose in the tender document and the soft copy of the same have also been e-mailed to all prospective bidders.
2			Please confirm up to which period fresh MSW to be accepted at existing dump site	Please refer to Section 8 of DPR
3	-	-	As per tender of MSW for Biomining quantity is 7,35,000 Cu.m. However, we propose that qty of Biomining has to be decided by the Contractor according to the requirement of re-usable material. As the balance qty (except RDF) to be accommodated in Closure bio-mining of any additional qty. will duly increase cost and execution time.	Bidders are obligated to use only the Biomined / landfill mined materials to extract the suitable materials in required quantity (as estimated by the Bidders) for captive usage in the SLF as mentioned in tender specifications. The storage of Compost / RDF material/other recyclables, etc. should not hinder with the overall performance of the contract. The site shall have to be cleared in all respects before completion of work The Contractor may dispose off / sell the RDF materials available from Biomining to the WTE / Cement plant instead of back filling in dumpsite. Reduction of volume of existing dump is essential.
4	-	-	Closure Turf mentioned in DPR is basically a	Tender conditions shall prevail.

			<p>three layers system (HDPE + Sand + synthetic grass). Please consider our proposal to provide and lay suitable HDPE Liner of approved make, sand layer and locally available synthetic grass of approved make in order to avoid dependency on single international agency for timely delivery and with higher cost.</p>	
5	-	-	<p>Before starting the execution actual boundary line for proposed foot print area to be established on field by NDMC and any illegal encroachment has to be removed.</p>	<p>Existing North DMC's structures are part of the land. Encroachment, if any will be removed by the department. This will not affect the scheduled date of start of the work.</p>
6	-	-	<p>Item wise quantity given in Annexure 16 in which volume of the fresh waste to be handled is not considered.</p>	<p>Managing of about 2000 - 2200 TPD of fresh waste dumping operations at the site is part of this Contract . The Contractor will coordinate with North DMC official for receiving and disposal of fresh MSW which is expected to be one year from the scheduled date of start.</p>
7	-	-	<p>Hindrance happens in the execution of the work due to any social or local disturbance to be considered as force majeure and same to be resolved by NDMC.</p>	<p>Hindrance due to social and local disturbances cannot be considered as Force Majeure event. Contractor is required to resolve the social and local disturbance issues which can affect the progress of the works. North DMC will provide necessary support in resolving these issues.</p>
8	-	-	<p>In the Leachate collections system, it is suggested that horizontal drilling need to do upto 50 m inside the dump. It is very difficult to withstand such a huge overburden without any protective layer. We request you kindly review horizontal drilling system upto what extent same required to do.</p>	<p>Tender conditions shall prevail.</p>
9	-	-	<p>We request you to kindly consider the Total time for execution would be 36 months excluding monsoon as there are lot of challenges on space, acceptance of fresh MSW, material space for storage for shortage of raw material.</p>	<p>Time for completion of the Project is 24 months (including monsoon periods) .</p>
10	-	-	<p>We request you to kindly consider the total time for</p>	<p>Please refer reply to S.No. 9 as above.</p>

			execution would be 36 months excluding Monsoon as there are lot of challenges on space, acceptance of fresh, material space for storage of raw material.					
11	-	-	Table no. 17 of DPR volume for all borewells bulk density is in range between 1.2 to 2.67 Mg/M3 (Mega Gram per M3) and design bulk density is 1.73 Mg/M3. As per the waste category mentioned in Table 51, it is very difficult to achieve the above density in field. Kindly clarify.	Please peruse specifications and DPR carefully. The density to be achieved after compaction can be checked by preparing test pad at the site. Contractor can carry out few boreholes and test the samples and submit for approval. A practical approach will be taken by North DMC and its Consultant.				
12	-	-	In Table 47, Borehole waste all samples avg. LOI i.e. 17.54% which show that the material is biologically stabilized and then after very slow degradation. Kindly confirm the qty. of total gas generation from Total dump.	Please refer Section 11 & 19 of DPR.				
13	-Section 4(22.4)	- <table border="1" data-bbox="451 1239 732 1623"> <tr> <td>22.4 (section-4) Old waste compaction</td> <td>SEPP, feedback</td> </tr> <tr> <td>Where access is possible, compaction shall be a vibrating 8 to 10 tonnes sheep foot roller as directed by the engineer in charge. In special cases, but in any case, not less than 4 passes of the roller will be accepted for each layer. A field trial shall be undertaken at the commencement of the works to identify the degree of compaction which can be achieved and the appropriate methodology of measuring compaction. The degree of compaction should be approximately to 95% of the maximum dry density.</td> <td>The degree of compaction should be approximately 95% of the max. dry density need to be deleted.</td> </tr> </table>	22.4 (section-4) Old waste compaction	SEPP, feedback	Where access is possible, compaction shall be a vibrating 8 to 10 tonnes sheep foot roller as directed by the engineer in charge. In special cases, but in any case, not less than 4 passes of the roller will be accepted for each layer. A field trial shall be undertaken at the commencement of the works to identify the degree of compaction which can be achieved and the appropriate methodology of measuring compaction. The degree of compaction should be approximately to 95% of the maximum dry density.	The degree of compaction should be approximately 95% of the max. dry density need to be deleted.	This degree of compaction should be approximate 95% of the max dry density need to be deleted.	Tender conditions shall prevail.
22.4 (section-4) Old waste compaction	SEPP, feedback							
Where access is possible, compaction shall be a vibrating 8 to 10 tonnes sheep foot roller as directed by the engineer in charge. In special cases, but in any case, not less than 4 passes of the roller will be accepted for each layer. A field trial shall be undertaken at the commencement of the works to identify the degree of compaction which can be achieved and the appropriate methodology of measuring compaction. The degree of compaction should be approximately to 95% of the maximum dry density.	The degree of compaction should be approximately 95% of the max. dry density need to be deleted.							
14	-	-	Looking into the magnitude of the Project and amount of work involved for competitive bidding from date of last submission. We request to kindly grant extension for submission of bid at least one month (i.e. upto 22.06.2019).	Date of submission of tender is 30 th July 2019.				
Khilari Infrastructure Pvt. Ltd.								
1	Qualification of the Bidder, Clause 12.7 – Bid Capacity, Pg. 30 and 31 of Section 1 of ITB	-	As per the Notice Inviting Tender, Page No. 2 states the period of completion of Project is 18 months. Therefore “N” in Bid Capacity Calculation should be 18 months instead of 15 months. We request you to kindly confirm the same.	Time for completion of the Project is 24 months or within (including monsoon periods)				
2	DPR Page 22, Waste upto	-	Have you in the design and closure model, considered this waste amount that would be	In the design and closure model, waste receiving capacity for various slope modeling options has been				

	March 2020 needs to be taken in the Closure		added over and above the existing waste (based on the contour survey done).	considered. Refer Table 54, Pg. 228 of DPR which shows capacity calculation for capping of Bhalswa SLF.
3	DPR-Page 85, BRCPL has been appointed for providing investigation and design purposes for the Bhalswa Closure	-	BRCPL have covered all the points of the investigation along with the design and engineering drawings. In this case, passing on the re-designing and drawings to the contractor in the such a short time period makes it very difficult. Moreover, this is an EPC lumpsum contract and therefore the design responsibility should not be part of successful contractor scope of work.	The information and drawings provided in the DPR are indicative and for the reference purpose of Bidders only. As this is an EPC lump sum contract, the design responsibility is in the Contractor's scope.
4	Corrigendum No. 2, dated 18.04.2019	-	Last date of submission of the tender is 23.05.2019 upto 3.00 PM. We have received the hardcopy of tender on 08.05.2019. Considering the extent of work and tender specifications, we request you to provide some extra time to prepare a proper estimation of the work and best competitive offer for submission. Under the above circumstances, we request for an extension of time for tender submission by at least 15 days. We hope, you would grant our request in order to ensure fair participation of all bidders.	Date of submission of bids is extended to 30.07.2019 upto 15:00 hours.
5	Section 6, Schedule of Prices, Page No. 2	-	In the Financial Bid, we have to put lumpsum figure i.e. our offer. But below financial bid you have given "Summary of Tentative Quantities" where ITEM description is given but in "Quantity" column is empty. Sir, for financial bid working, request you to provide tentative quantities. Sir, also request you to confirm whether we have to put lumpsum figure for financial bid or we have to submit detailed working as per summary of tentative quantities where you are requested	Since this is a lump sum contract, bidders need to estimate the quantities for the works. Annexure 16 contains estimated quantities for the proposed works. Please note that the information and drawings provided in the DPR are indicative and for the reference purpose of Bidders only. Bidder need to carry out necessary survey and investigation works at the site for preparation of final design and drawings for proposed work. Contractors are required to mention the quantity and lump sum cost in the format of BOQ provided in Section 6 through online

			to provide Tentative Quantity and Tentative Rates.	bidding after getting registered from IT Department of North DMC at 24 th floor, Civic Centre
Amendment to existing clauses/Additional clauses				
1	Item no D-4 (Annexure 16)	Providing and placing precast kerb stone (M25 grade) at the sides of road, access road ,berm including PCC (at MSW capping site), Haunching, excavation, transportation, labour, tool, curing ,tools, equipment etc. complete.		Providing and placing precast kerb stone of size 600mm bottom width, 450mm height & 100mm thick RCC T-section (M25 grade) at the sides of road, access road, berm including PCC (at MSW capping site), haunching, excavation, transportation, labour, curing, tools, equipment etc. complete. <u>Note:-</u> The item wherever appearing in tender documents, the same shall be understood to have been incorporated with aforesaid understanding.
2	Item no B-3 (Annexure 16)	Providing and Laying of cover layer on waste after reformation to the required slope (Waste compensatory layer/Foundation layer)C & D derived from MSW available from cutting and through Biomining with minus 10 mm of 300mm thk. C&D as per design ,drawing including spreading to required finished level necessary in the slope area and on top of the finished waste profile, all as per drawings, other relevant specifications and as directed by the engineers. Rate shall include on labour material, plant, machinery, equipments, trucks, transportation, tools, tackles, fuel, oil, seigniorage charges, incidental and other operation charges etc. complete.(C&D recovered by segregation of excavated MSW must be utilized.)		Providing and Laying of cover layer on waste after reformation to the required slope (Waste compensatory layer/Foundation layer) C & D derived from MSW available from cutting and through Biomining with minus 10 mm size aggregate obtained through landfill/biomining and laying in a layer of 300mm thick (compacted thickness) as per design, drawing including spreading to required finished level necessary in the slope area and on top of the finished waste profile, all as per drawings, other relevant specifications and as directed by the engineer-in-charge. Rate shall include labour, material, plant, machinery, equipments, trucks, transportation, tools, tackles, fuel, oil, seigniorage charges, incidental and other operational charges etc. complete. (C&D recovered by segregation of excavated MSW must be utilized.) <u>Note:-</u> The item wherever appearing in tender documents, the same shall be understood to have been incorporated with aforesaid understanding.
3	Item no B-4	Providing and Laying of		Providing and Laying of additional cover layer on peripheral berm of

	(Annexure 16)	additional cover layer on peripheral berm for waste derived from MSW available from cutting below 80 mm of 300mm thk. C&D as per design ,drawing including spreading to required finished level necessary in the slope area and on top of the finished waste profile, all as per drawings, other relevant specifications and as directed by the engineers. Rate shall include on labor material, plant, machinery, equipments, trucks, transportation, tools, tackles, fuel, oil, seigniorage charges, incidental and other operation charges etc. complete. (C&D recovered by segregation of excavated MSW must beutilized.)		waste derived from MSW available from cutting minus 80 mm size aggregate obtained through landfill/biominning and laying in a layer of 300mm thick(compactd thickness) as per design, drawing including spreading to required finished level necessary in the slope area and on top of the finished waste profile, all as per drawings, other relevant specifications and as directed by the engineer-in-charge. Rate shall include labour, material, plant, machinery, equipments, trucks, transportation, tools, tackles, fuel, oil, seigniorage charges, incidental and other operation charges etc. complete. (C&D recovered by segregation of excavated MSW must be utilized.). <u>Note:-</u> The item wherever appearing in tender documents, the same shall be understood to have been incorporated with aforesaid understanding.												
4	Corrigendum No.2 Dated:18.04.2019	Last date of Receipt of Tenders - 23.05.2019 at 3:00 PM Opening of Technical Bid- 23.05.2019 at 3:15 PM		The submission of Technical Bid & Financial Bid will be on manual and online basis respectively as follows: <table border="1"> <tr> <td>Last date of Registration with IT Department</td> <td>19.07.2019</td> </tr> <tr> <td>Last date of Sale of tender document</td> <td>19.07.2019 upto 15:00 hours</td> </tr> <tr> <td>Last date of Submission of Technical Bid</td> <td>30.07.2019 upto 15.00 hours</td> </tr> <tr> <td>Last date of Online submission of Financial bid</td> <td>30.07.2019 upto 15:00 hours</td> </tr> <tr> <td>Opening of Technical Bid</td> <td>30.07.2019 at 15:30 hours</td> </tr> <tr> <td>Opening of Financial Bid</td> <td>To be intimated separately</td> </tr> </table>	Last date of Registration with IT Department	19.07.2019	Last date of Sale of tender document	19.07.2019 upto 15:00 hours	Last date of Submission of Technical Bid	30.07.2019 upto 15.00 hours	Last date of Online submission of Financial bid	30.07.2019 upto 15:00 hours	Opening of Technical Bid	30.07.2019 at 15:30 hours	Opening of Financial Bid	To be intimated separately
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Last date of Online submission of Financial bid	30.07.2019 upto 15:00 hours															
Opening of Technical Bid	30.07.2019 at 15:30 hours															
Opening of Financial Bid	To be intimated separately															
S.N	Ref. to clauses	Description of Clauses		Amended Clause												
5	Provisional item DD in Section 6	Leachate Treatment Plant having 100 m3 per days capacity		Deleted												
6	K-2 in Section 6	Description/Item	Qty	Description/Item Qty												
		Operations and Maintenance for initial 2 years from the date of issuance of Completion Certificate by NDMC Providing Services for Leachate Transfer to the STP within Delhi/NCR as suggested by NDMC (NDMC will give permission to deliver to		Operation and Maintenance complete for LTP for initial 2 years from the date of issuance of Completion Certificate by												

11	Additional clause	The contractor shall arrange at its own cost four new inspection vehicles of engine capacity 1500 CC to 2000 CC for the North DMC staff for commutation purposes and would also bear the operation and maintenance cost including the driver till the completion of the project. On completion of the project, the vehicles will be transferred in the name of North DMC.
	<u>Note 1:</u> The items at S no. 5 to 9 of amendment to existing clauses wherever appearing in tender documents, the same shall be understood to have been incorporated with aforesaid understanding	
	<u>Note 2:</u> The prospective bidders are requested to refer to Section 9 (DPR & appendices) in tender document. In this connection, it is to clarify that the approved technical proposal of the contractor shall prevail & Section 9 (DPR & appendices) shall prevail as respects things not covered in the technical proposal of the contractor.	
	<u>Note 3:</u> The reserve price of serviceable material obtained after dismantling of existing structures at site of SLF Bhalswa will be recovered from the contractor.	


 05.7.2019
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