

**PRE BID CLARIFICATION**

N.O.W.-Project for Solid Waste Management in Delhi for funding under Urban Development Fund, Ministry of Housing & Urban Affairs, GOI.

S.H.-“Design, Built, Finance, Operate and Transfer (DBFOT) of 200 MTPD Bio-Gas Plant for Treating Bio-Degradable Waste (Cattle Dung and Fruit & Vegetable Market Waste) into Generation of Electricity or Bio-CNG for Twenty Years at Nangli Dairy Colony in Najafgarh Zone under the jurisdiction of South Delhi Municipal Corporation”.

NIT No: - D/EE (QC)-II/SDMC/2018-19/935 dated 26.07.2018

Pre Bid Meeting Date & Time :-16/08/2018 at 12.00 pm.

Sl.no.	Reference Clause	Query/Clarifications asked	Replies by SDMC
<b>M/s CEID Consultants &amp; Engineering Pvt. Ltd. (CCEPL), Abohar vide Letter No. CCEPL/BGFP/2018-19/1103 dated 14/08/2018</b>			
1	Notice Inviting Tender Clause 9B.1.b	Why all registration is asked for. One of the partners can also be a financial partner. It can be asked that the SPV shall have to get it registered under all relevant statutory authorities.	No Change in RfP Conditions
2.	Notice Inviting Tender Clause 9, b,a	Annual turnover 800.00 lacs, It should be reduced to Rs 700 lacs.	No Change in RfP Conditions
3	Notice Inviting Tender Clause 9 b,c	Solvency certificate –Rs 640 lacs, We request you to please remove it.	No Change in RfP Conditions
4.	Notice Inviting Tender Clause 9 b,a	Annual turnover on only construction / mechanical / electrical works / Equipment suppliers are allowed, Whereas it should be broader based. In JV there can be a financial partner also, There should be a provision that the JV should jointly fulfil all the technical and financial criteria.	No Change in RfP Conditions
5	Notice Inviting Tender Clause 11 a	Envelop I should have Bid security and RFP cost. When the draft has already been submitted while purchasing the document then it cannot be put in the envelop	Clause is self explanatory.
6	Request for Proposal Clause 19, Section III.	Land Lease Charges, Please Clarify the location of Land and hoe much Land is available for the Plant Construction, as in the RfP, the details are for Goyla Dairy.	Please refer Addendum No. 1
7	Request for Proposal Clause 3 A, Section III.	Clearances and certifications from various agencies- There are only two/ three relevant agencies from whom we need to get a clearances or NOCs. They are Delhi Pollution control Board and PESO from Explosive Department. Besides this SDMC. These should be restricted to only these agencies.	No Change in RfP Conditions

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8	Request for Proposal Clause 10, Section II-I.T.B.	Financial Assistance- Any financial assistance in shape of Subsidy or Grant etc is given only for achieving certain milestones or fulfilling any parameters. Whereas in this case it is being released against bank guarantee. Bank guarantees are asked only to protect the State's interest in case any advance is being given to the concessionaire. Secondly, agencies in working in this field do not have access to corporate bank guarantees. In case you ask for BG (which is not justified) then the bidder will have to park equivalent amount in the bank which will adversely affect the cash flow. Thirdly, the bidder is submitting Performance Bank guarantee. Besides this the stages of release of the financial assistance is requested to be made simple. In light of above we request as follows a. The BG clause should be removed, b. The steps of release should be as annexed.	No Change in RfP Conditions.
9	Request for Proposal Clause 11b, Section II-I.T.B.	Lock in period is 4 years after COD- The lock in period should be only upto COD. However to protect the interest of SDMC and ensure that the main concessionaire stays, there should be a clause that the Consortium should hold 51% till next 3 years.	No Change in RfP Conditions
10	Request for Proposal Clause 28, Section II-I.T.B.	The bidder should know the underground structures-- This should be the responsibility of SDMC to let the bidder know what utilities are there underground in the given piece of land	Refer Clause 68 Section II, ITB of RfP.
11	Request for Proposal Clause 29 (a), Section II-I.T.B.	The key professionals should be permanent-- This is a new field and keeping key professionals on role is not possible. Whereas this is DBFOT project it should be mentioned that the concessionaire should be put condition subsequent.	No change in RfP conditions.
12	Request for Proposal Clause 29.2(ii), Section II-I.T.B.	GST to be paid to SDMC-- There are no services rendered to SDMC therefore GST is not applicable.	No change in RfP conditions.

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13.	Request for Proposal Clause 35, Section II-I.T.B.	Bid security is Rs 15 lacs-- Bid security should be made 0.5 % of the Estimated cost of Rs 16 Crores	No change in RfP conditions.
14	Request for Proposal Clause 38, Section II-I.T.B.	Performance Bank Guarantee of Rs 80 lacs and valid one year beyond COD-- PBG should be released at the time of COD. Because COD is the test of performance. We also request you to reduce it to Rs 50 lacs	No change in RfP conditions.
15	Terms of Reference Clause 3, a, Section-III	Clearances and certifications from various agencies-There are only two/three relevant agencies from whom we need to get a clearances or NOCs. They are Delhi Pollution control Board and PESO from Explosive Department. Besides this SDMC. These should be restricted to only these agencies.	No change in RfP conditions.
16	Terms of Reference Clause 3, Section-III	Scope of work. The plant should be fully automatic- Such plants are semi automatic in India. It is requested to change it accordingly.	No change in RfP conditions.
17	Terms of Reference Clause 3, Section-III	Fruit and vegetable waste from Goyla Dairy Colony- This should be free from foreign material. Our plant is not able to handle plastic waste.	Please refer Addendum No. 1
18	Concession Agreement Clause2,k, Article-2	Collection at source- The cattle dung is to be lifted from a point outside the dairy earmarked for the purpose.	Please Refer Addendum No. 1
19	Concession Agreement Clause4.1,b, Article-4	Site shall be handed over to concessionaire free from encumbrance- The site should be free from encumbrance and encroachment too.	Please Refer Clause 1.2 of Article-I of Draft Concession Agreement
20	Concessionaire Agreement Clause 4.4,e	The site can be used for laying/installing/maintaining telegraph and electric lines—This can be accepted subject to the condition that it does not causes hindrance to the plant and its facilities.	The Clause is Self Explanatory.

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21	Concessionaire Agreement Clause 5.10	Sale/ distribution of manure/ compost and other recyclables--The concessionaire should be allowed to sell the products such as Electricity, Bio CNG/ enriched Biogas generated for captive use/ pipeline/ bottling, manure both solid and liquid, enriched manure etc and use and appropriate the proceeds. SDMC shall have no rights over the proceeds so generated.			Please Refer Clause 1.2 of Article-I of Draft Concession Agreement	
22	Concessionaire Agreement Clause 7.6	Any change in the rates of taxes shall not be included under change in law- Whereas in all Planning commission / Niti Aayog documents the change in taxes is considered as change in law.			No change in RfP conditions.	
23	Release of financial assistance		Sr. No.	Milestones	Payment in percentage	No change is RfP conditions.
			1.	On 60% completion of civil works and installation of Mechanical and electrical works.	30%	
			2.	Upon successful commissioning of plant (trial run for 7 days)	30%	
			3.	Upon submission of Consent to Operate issued by the Pollution control Board and PESO certificate from Explosive department	20%	
			4.	Upon successful operation for 6 months from COD	20%	
<b>M/s Clean and Green Technology LLP, PUNE vide E-Mail Dated 14/08/2018</b>						
<b>Sl.no.</b>	<b>Reference Clause</b>	<b>Query/Clarifications asked</b>			<b>Replies by SDMC</b>	
1	-	On the point of Cow Dung availability, it should be the responsibility of SDMC. Hence 200 MT/day should be delivered to the plant by SDMC. The concessionaire is not supposed to get into a contract with a third			No change in RfP conditions	

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		party such as the dairy or the farmer, since the tender is floated by SDMC. In return the concessionaire is bound to pay royalty to the SDMC and SDMC should take care of all the issues with the dairy and farmers.	
2	-	SDMC should give an undertaking to secure the rights of the concessionaire in respect of sale of CNG, Co <sub>2</sub> and all other by-products that are available to the concessionaire to recover the investments made for the complete tenure.	No change in RfP conditions
3	-	Cost of Tender and Bid Security should be reduced to facilitate new startups to participate with new technologies. The startups have already invested in developing the technologies, this additional burden should be waived. Even the solvency criteria should be reduced considerably for the same reason.	No change in RfP conditions.
4	-	Performance Guarantee should be made minimal or redesigned in such a way that it does not create a financial burden on the concessionaire.	No change in RfP conditions.
5	-	Please give clarification MNRE Subsidies / Grant.	Refer Clause 18, Section II of RfP
6	-	If possible to extend the date of submission of the Bid/Tender a week or two.	Please Refer Addendum-I
7	-	Kindly make the annual turn over for any one of the member to be averaging Rs. 400.00 Lacs.	No change in RfP conditions.

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