

Pre-bid Queries from West Bengal Waste Management Limited

Bidder Name: Ramky Enviro Engineers Ltd



S. No.	RFP Ref (Section , page)	Content of the clause as per RFP	Clarification /Desired amendment	Clarification from Pollution Control Board, Assam (PCBA)
1	RFP, Section 2, Clause 2.3.2, Page 16	It is mentioned in the RFP that there are about 183 number of Hazardous Waste (HW) generating in Assam and 86 number of industries are authorized and another 10 units including the Guwahati refinery whose application are under process.	We request PCB to kindly clarify the following: a. What is the status of authorization of the remaining 87 (183-96) of HW generating industries? b. What is the quantum of waste for which the authorization has been applied for by the 10 units including Guwahati Refinery including the type of waste?	The annual reports available under public domain shall be made available to the bidders. An updated inventory of the hazardous waste generation shall also be provided very soon.
2	RFP, Section 2, Clause 2.3.2, Page 16	The PCBA will lease out the proposed land measuring about 30 bighas to the selected Bidder to set up this HWTSDF at Deopani N.C. Block Village under Dupdor Mouza of Amguri revenue Circle in Sivasagar District, Assam under the existing Terms and Conditions	Kindly confirm that the unencumbered land shall be handed over to the Selected bidder within 21 days from the Order/ on signing of the Agreement. Further please also indicate the concession period shall be extended in case of delay in handing over the unencumbered land on time. After deducting 33 % of the land area mandatory for development of green belt, only 6.7 acres of the land would be available for development of the infrastructure, which is very less. PCBA is requested to consider allotting at least 50 acres of the land for this project on Free of cost basis or at a nominal lease rent of Rs. 1/- per acre. Further as the land use of the project is for TSDF , the PCBA should allow setting up recycling facilities in the above project and provide Grants under Central Sector Scheme (CSS) of Government of India to ensure viability of the project keeping as the quantity of waste generation is very low.	Land shall be handed over at the earliest possible. Extension of land area will be explored in consultation with the competent authority. Additional facilities within the HWTSDF may be set up to provide financial leverage to the Contractor utilizing the HW or its segregated products as raw materials for more value addition provided the same falls within the set norms of all the rules & regulations.



3	RFP, Section 2, Clause 2.4.1, Page 17 (Key Deliverables)	The EIA Study of the HWTSDF site should be carried out as per norms including Public hearings at their own cost.	Though the bidder shall carryout the EIA sudy and arrange the Public Hearing at their own cost but we request PCBA to facilitate the bidder for smooth conduct of the Public Hearing through coordination with the district administation and other concerned authorities.	Agreed
4	RFP, Section 2, Clause 2.4.1, Page 17The HW generators would enter into a service level agreement for availing such services from the selected Bidder (Bidder).....	We assume that PCBA shall assist and guide HW generators for entering into service level agreement. Kindly provide any draft Standard Service level Agreement format.	The Contractor will draft in consultation with the generators.
5	RFP, Clause no: 2.4.2 a), page no: 18	It is the responsibility of the HWTSDF Bidder to familiarize themsleves with physical location, approach road and travel time to each facility aroudn the year. The PCBA/Industries Department, Assam would have no role in extending any support on this count.	It is requested that the PCBA/Industries Department, Govt. of Assam should provide the approach road and electrical connection to the site for the proposed HWTSDF.	Approach road available. Power to be drawn by the Contractor at their own cost.
6	RFP, Section 2, Clause 2.7, Page 20	In case the Bidder does not make their payments against any Heads to PCBA, if any, the interest shall be paid to PCBA for each day of delay at the rate of 1.0% per month. Such penalty would be subject to the signed Agreement between the PCBA and the Bidder.	a. Kindly specify the details of payments under various heads which needs to be paid by the bidder. b. Please specify on what amount they will deduct the interest and reduce the rate of interest from 1.0% to 0.4% per month. c. Please specify in what mode the interest shall be deducted	Please refer to the Draft Contract Agreement.
7	RFP, Section 2, Clause 2.9, Page 21	The PCBA will be at liberty to terminate, if not satisfied with the performance of the Bidder, the contract either wholly or in part after giving notice to the HWTSDF Bidder at least 60 days before the proposed date of termination. The HWTSDF Bidder shall not be entitled for any compensation whatsoever in respect of such termination	Kindly provide a 45 days time period for remedifying the defects and upon reaching the performance the termination notice shall be withdrawn.	Please refer to the Draft Contract Agreement.
8	RFP, Section 2, Clause 2.11, Page 22	Force Majeure - General	Kindly consider that the Concession Period shall be extended accordingly with the no of Force Majeure event occurance days.	Please refer to the Draft Contract Agreement.



9	RFP, Section 3, Clause 3.18.1 & 3.18.2, Page 30	Cover-1 - The Technical Proposal shall be sealed separately in an envelope on which the following shall be super scribed: "Cover-1 - Technical Proposal for RFP No.: "" Cover-2 - The Financial Proposal shall be sealed separately in an envelope on which the following shall be super scribed: "Cover-2 - Financial Proposal for RFP No. ""		We requests PCBA to clarify whether Cover -1 and Cover 2 have to be submitted seperated or both the covers have to be put in a Cover 3.	Clarified
10	RFP, Section 3, Clause 3.25.1, Page 35	The PCBA reserves the right at the time of Contract award to increase or decrease the quantity HW generated on daily/monthly/annually basis and services originally specified in the Schedule of Requirements to the extent of generators capacity respectively.		We request that any such increase/ decrease in the quantity shall not exceed 10% of the specified quantity.	Most likely there will be no decrease but might increase above 10% in the near future.
11	RFP, Section 3, Clause 3.39.1, Page 35	Promptly after notification, the PCBA shall send the successful Bidder the Agreement/Work Order.		Please specify the time limit for issue of Agreement/ Order to the Successful Bidder.	Please refer to the Draft Contract Agreement.
12	RFP, Section 3, Clause 3.39.2, Page 36	Within twenty-one (21) days of date of the PCBA Order, the successful Bidder shall sign, date, and return it to the PCBA.		Kindly replace date of PCBA order with receipt date of PCBA order to the Successful bidder.	'date' omitted and please red as: "the successful Bidder shall sign and return it to the PCBA"
13	RFP, Section 3, Clause 3.40.1, Page 36	The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract,.....		Kindly replace the date of issue or order/ signing of contract with the receipt date of the order copy to the Successful bidder as the order is being sent through courier.	Remains unchanged
14	RFP, Section 3, Clause 3.41.4, Page 36	The performance security will be discharged by the PCBA and returned to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations.....		The PBG amount of Rs. 1.20 crore is very high. We request PCBA to reduce the PBG amount, number of days from 60 to 30 days following the date of completion and suggest various modes of payment available for payment of Performance Bank Guarantee amount. Further please provide the interest clause for delay in returning the Performance security beyond the specified time period.	under consideration. Will be notified later. Interest Clause can be accommodated during Final Contract signing with the selected bidder.
15	RFP, Section 3, Clause 3.41.5, Page 36	In the event of any contract amendment, the Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security.....		Kindly replace 21 days with 30 days.	Amended as 28 days instead of 30 days.



16	RFP, Section 3, Clause 4.1.1, Page 38	Subject to the order of precedence set forth in the Contract Agreement.....	Kindly specify the Order of Preference details.	Please refer to the Draft Contract Agreement.
17	RFP, Section 4, Clause 4.6.1, Page 39	Prices charged by the Bidder for operations and maintenance of HWTSDf and the Related Services performed under the contract shall not	PCB should consider making a provision for price escalation (for labour, fuel, electricity etc) on basis of Wholesale Price Index (WPI) for the related year or 7 % , which ever is less.	Already mentioned in the 'Financial Bid'
18	RFP, Section 4, Clause 4.17.1, Page 42	The method and conditions of payment to be made to the PCBA, if any arising shall be done through within the stipulated time.	We request PCBA to kindly clarify the payment to be made, if any, to PCBA. Please also specify the stipulated time with regards to payments.	Please refer to the Draft Contract Agreement.
19	RFP, Section 4, Clause 4.21.1, Page 42	Delivery of the Goods and performance of services shall be made by the Bidder in accordance with the time schedule specified by the PCBA	We request PCBA to clarify the specified time schedule decided by them	Already clarified.
20	RFP, Section 4, Clause 4.23.1 (a), Page 43	If the bidder fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the PCB pursuant to GCC Clause or Extension of Time	PCBA may kindly share the copy of the contract/consession agreement as the same is not included as a part of the RFP.	Delivered.
21	RFP, Section 4, Clause 4.24.4, Page 44	If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 360 days, either party may at its option terminate the contract without any financial repercussions on either side.	We request the Option has to be given to the Successful bidder for termination on occurrence of Force Majeure event.	Please refer to the Draft Contract Agreement.
22	RFP, Section 4, Clause 4.26, Page 44The notice of termination shall specify that termination is for the PCBA's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.	Kindly specify the details of Termination Notice and the compensation eligibility to the Successful bidder.	Please refer to the Draft Contract Agreement.
23	RFP, Section 4, Clause 4.27.2, Page 44	If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the PCBA or the Bidder may give notice to the other party of its intention to commence arbitration.....	Kindly confirm whether it is 21 days or 90 days for commencing the Arbitration clause, as there is ambiguity with the Clause 4.27.3.	Please refer to the Draft Contract Agreement.

24.	RFP, Section 4, Clause 4.27.3, Page 45	If the parties fail to resolve their dispute by above mentioned means within 90 days of reporting of dispute, then either of the parties may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India as amended from time to time. In that event, the dispute or difference shall be referred to the sole arbitration, the Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 15 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act	We request the PCBA to amend this clause to "the dispute shall be referred to a bench of three (3) Arbitrators, where each Party will nominate one Arbitrator and the third Arbitrator shall be nominated by such appointed Arbitrators. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Guwahati. The language of arbitration shall be English. In any case if the other Party fails to nominate the Arbitrator, than the Party who called for the arbitration shall refer the matter to the competent court to appoint the second arbitrator".	Please refer to the Draft Contract Agreement (Article 21.2)
25	RFP, Section 6, Appendix IB, Financial Bid, Point (g), Page 67.	Escalation charges will be revised on the basis of Wholesale price index (WPI) for the related year or 7%, whichever is less.(Escalation charges is based on labour, fuel, electricity etc.)	Kindly specify from when the Escalation rate shall be applicable & also specify the details of Escalation Mechanism.	Please refer your suggestion at Sl. No. 17 above. The quoted price of the selected bidder will remain frozen for the 1st three years and thereafter from 4th year onwards escalation charges will imply.





RESPONSE TO BID QUERRIES:

Name of Bidder: Beil Infrastructure Ltd.

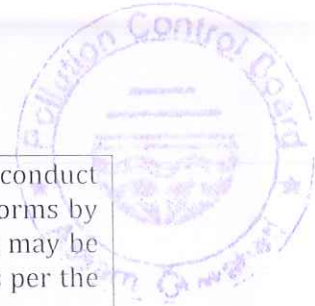
Sl.#	Page#	RFP Clause#	Existing Clause in RFP	Question/Clarification/Request	PCBA Reply
1.				Please provide Site Layout (demarcation) and Topographical map where the facility is going to be developed. To enable bidders to make site layout as stated in ANNEXURE II, Appendix -IA (TECHNICAL BID FORMAT), you need to provide topography drawing in Autocad format.	Clarified in the Pre-bid meeting
2.				Please provide a copy of the Geotechnical Investigation report and Hydrogeological map of the area.	To be conducted by the selected bidder during DPR preparation
3.				Please provide a copy of the Environmental Impact Assessment (EIA) report, if available.	To be conducted by the selected bidder during DPR preparation
4.				Kindly provide Annual average rainfall with rainy season.	Bidder may source from IMD
5.				Is there any captive treatment and disposal facility available in state of Assam.	Clarified in the Pre-bid meeting
6.				What is Effluent treatment and disposal option- Any specific requirement for ZLD?	Clarified in the Pre-bid meeting
7.				Incinerator is not required as incinerable waste quantity is less. We understand that we can dispose such waste by preprocessing and send it for co-processing as per HW management rules and CPCB guidelines. Pl. confirm.	The HW disposal processes have to conform to HW management rules and CPCB guidelines.
8.				Any subsidy available for the project? Give details please.	1. Please refer to the 'North East Industrial Development Scheme



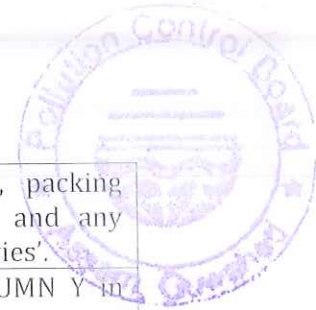
				(NEIDS), 2017' of DIPP which have been extended further for five years w.e.f. 01/04/2017 of the Central Govt. 2. Please refer to 'Industrial & Investment Policy of Assam, 2019' of Govt. of Assam
9.			Clarify whether post closure maintenance period is 25 years?	The Operation & Maintenance period is for 25 years
10.			Whether risk coverage to be included through the life of landfill?	Clarified in the Pre-bid meeting
11.			To make the site as an integrated waste management, is it Ok if we can consider for setting up Biomedical treatment plant, E-waste recycling, Plastic waste processing, etc.	NO Objection if permissible under the existing rules or notifications as amended from time to time from any statutory or other competent bodies.
12.			Is Public hearing completed and Environmental clearance in place? What are various clearances/NOC's that the bidder needs to obtain?	Government of Assam only allotted the land for the facility. Clearances/NOCs required are to be ascertained from the selected bidders end
13.			We understand that the bid proposal is required to be submitted in the form of hardcopy only. Kindly provide full address for submission of the hardcopy of the bid.	Already shown in the RFP in Page No. 5
14.	Clause 2.3.2		Kindly provide the Detailed Project report or HW inventerisation and categorization report stating details of each Hazardous Waste generator in state of Assam (Location,	Clarified in the Pre-bid meeting



				Type of waste generated, and quantity of waste generated per annum) since it is not possible for any bidder to carryout comprehensive survey and estimate the quantum of Hazardous waste.	
15.		Clause 2.3.2	there are approx..183 nos. of HW generating units in Assam, out of which only 86 units have been authorized and another 10 units application is under process.	We are not able to understand why 87 units are balance for authorization, if they are exist. Pl clarify: If they are not authorized, how they will dispose their waste to CHWTSDF	Clarified in the Pre-bid meeting
16.			"Escalation charges will be revised on the basis of Wholesale price index (WPI) for the related year or 7%, whichever is less.(Escalation charges is based on labour, fuel, electricity etc.)"	We would like to bring into your notice that WPI index does not represent correct escalation for O&M cost. It should be based on increase of CPI (Consumer Price Index) for Labour as well and for fuel component and any other matter influencing the costs in Assam. Hence, we request you to pay escalation either at 7% or based on increase in CPI and increase in fuel and other relevant cost components for the works.	RFP condition remains unchanged.
17.	Page 67		For arriving at the cost of disposal of Landfill after Solidification and stabilization, the formulae would be base rate as per column no. B of Table- I (1+ Bulking factor) + Cost of Reagent + Handling charges as mutually agreed by PCBA and Bidder	a) What will be the role of PCBA in determining the cost for disposal at landfill (with/without treatment). b) If the rates will be charged as mutually agreed by PCBA or Waste generators, what will be the relevance of successful bidder's submitted quotation.Pl clarify.	a) PCBA will ensure that the quoted price of the winning bidder is accepted by the generators. b) Does not arise.
18.				Do we require to submit copy(s) of ORIGINAL bid proposal? If yes, how many copies are required to submit for both COVER 1 and COVER 2.	Yes. Two copies each- one original and one duplicate.



19.		Clause 4.17	<i>Terms of Payment</i> , "The Method and condition of payment to be made to the PCBA, if any arising shall be done through within stipulated timeline"	Clarify which kind of payment to be made to PCBA.	For any breach of conduct against prevailing norms by the contractor, fines may be imposed by PCBA as per the contract agreement.
20.	Clause 5.2 (a) (ii)		"Technical proposal along with supporting docs. are received through RPAD / SPEED POST" only. Contrary to this on Pg.6 of RFP, [Instruction # (ii)] it is clarified that RFP must be submitted (in Hard Copy) latest by date and time as specified in the critical date sheet below either by hand or by post.		By hand or by post to be received within the stipulated time and date by PCBA.
21.		APPENDIX - IA (TECHNICAL BID FORMAT), ANNEXURE II	The table demonstrates total 115 marks for various parameters of Technical Bid.	How much is the cut off marks for TECHNICAL qualification of the bidder? Pl. clarify.	No cut off marks since the bidders has already been selected during the EOI stage.
22.		Appendix IB - FINANCIAL BID	Tipping fee for only Landfillable waste (including direct landfill and landfill after treatment - Solidification and stabilization) and Collection & Transportation charges, etc.	How we will get payment for Incinerable, Recyclable, Utilizable waste? Pl. clarify. We suggest to consider payment for all kind of Hazardous waste received at the site (including landfillable (with/without pretreatment), Incinerable, Recyclable, Utilizable waste instead of providing disposal fee for Landfillable waste only.	The selected bidders have to dispose off after incineration through landfill. The selected bidder can sell the recyclable byproducts and for utilizable, add value and sell.
23.		Note #(h) in Appendix IB	The transportation rates are excluding loading, packing	If the Collection and Transportation cost do not include the cost factors as stated herein, kindly	Amended as "The transportation rates are



		- FINANCIAL BID	material, toll tax and any other statutory levies.	clarify who will pay/bear the cost of such charges?	including loading, packing material, toll tax and any other statutory levies'.
24.		Note # (j) Appendix IB - FINANCIAL BID		Since there is no provision such as COLUMN Y in Table I, kindly recheck and amend it suitably.	Amended as COLUMN Y in Table-II'