

Greater Noida Industrial Development Authority

Plot No.1, Sector KP-4, Greater Noida
District Gautam Budh Nagar (Uttar Pradesh)

Ref.: HD/2021/61/FTS-7707

Date 29/01/2021

Corrigendum / Addendum Notice

This is with reference to the RFP titled "Request for Proposal for Remediation of temporary dumpsite near Lakhnawali village at Greater Noida through effective Biomining and Mechanized means with complete Reclamation of the dumpsite land" published by Greater Noida Industrial Authority on 30.12.2020.

As per the terms of RFP, pre-bid meeting was held virtually on 8th of January 2021. In this regard, the changes in currently uploaded RFP document are tabulated below.

Tender ID: 2020_GNIDA_542000_1

Sl. No.	Page No.	Clause No.	Original Clause in the RFP	Clause after Corrigendum / Addendum
1	14	Section I – 28	28.1 The GNIDA shall invite the Concessionaire to see offer has been determined to be the best and is substantially responsive to the Tender document, provided further that the BIDDER is determined to be qualified to perform the Contract satisfactorily, for negotiations. 28.2 In the event that the negotiations do not result into a mutual agreement within 14 days from the date of beginning of the negotiations, the GNIDA shall reject the Tender and invite the next best Bidder for negotiations.	Clause removed
2	22	10.2 – Payment Mechanism	Payment shall be made within 45 days of the invoice submission	Payment shall be made within 30 days of the invoice submission
3	25	Section II – 1 – 5	The bidder should have an average minimum annual turnover of Rs. 8.7 crores during the last three (3) financial years, i.e., 2016-17, 2017-18 & 2018-19.	The bidder should have an average minimum annual turnover of Rs.8.7 crores of three consecutive years out of the last four financial years (2016-17, 2017-18, 2018-19, 2019-20)
4	26	Section II – 2	The details of the proposed technology, process flow, SWM management chart, expected end to end action plan for products etc.	The details of the proposed technology, process flow, SWM management chart, expected end to end action plan for products etc. (including Inert and RDF)
5	29	Section III – 1.1	GNIDA shall make 75% of the payment to the Vendor against bills submitted every month, based on weighment of net quantity of input waste processed from designated sites. Rest 25% of the portion shall be released every three months based on the quarterly submission of consolidated report depicting milestone achieved in accordance to Milestones 6 mentioned below, provided there is no variation in the reports submitted by the Vendor and those submitted by	GNIDA shall make 90% of the payment to the Vendor against bills submitted every month, based on weighment of net quantity of input waste processed from designated sites. Rest 10% of the portion shall be released every three months based on the quarterly submission of consolidated report depicting milestone achieved in accordance to Milestones mentioned below, provided there is no variation in the reports submitted by the Vendor and those submitted by Engineers-in-charge/ Independent

			Engineers-in-charge/ Independent verification agency hired by GNIDA for monitoring purpose. If there is a variation, then same would be required to be satisfactorily explained.	verification agency hired by GNIDA for monitoring purpose. If there is a variation, then same would be required to be satisfactorily explained.
6	32	Section III – 10 -d	Concessionaire, at its own cost to identify and provide suitable low line areas/ quarries, where the leachate free, pollutant free inerts/ earth (duly certified by the competent authority) could safely be placed/ disposed, at its own cost.	Concessionaire, at its own cost to identify and provide suitable low line areas/ quarries, where the leachate free, pollutant free inert/ earth (duly certified by the competent authority) could safely be placed/ disposed, at its own cost. Authority shall also make best efforts to notify such areas within 10kms from the project site. However, no additional charges shall be paid if such areas are identified beyond 10kms
7	41	Section IV – Terms of Termination – 3	In the event of termination of contract / agreement, the assets kept in the project site shall be forfeited by GNIDA and shall not be returned to the Developer/ Concessionaire.	In the event of termination of contract / agreement, the Performance Bank Guarantee submitted by the Concessionaire shall be liquidated by the Authority.
8	51	Section V – Form Tech 6	-	10. <u>Management of RDF & Inert</u> : Plan for management/ channelization of RDF and Inert. Existing tie-up documents to be enclosed
9	61	2.8.1.1	The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in par GNIDA (a) through (h) of this Clause GC 2.9.1.1	The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in par GNIDA (a) through (h) of this Clause GC 2.8.1.1

All other terms and conditions of the RFP remain unchanged.

(P.K. Kaushik)
G.M. (Proj.)

1. P.A. to C.E.O. Sir
2. A.C.E.O. (D) Sir
3. O.S.D. (S.P.S.) Sir
4. G.M. (Fin.).
5. D.G.M. (Health).
6. S.M. (Tech./Tender Cell) necessary action.
7. S.M. (Health) necessary action.
8. In-charge (System) necessary action. (website पर डफ़िलोड करवाए हेतु)
9. Police Inspector.
10. Notice Board.

(P.K. Kaushik)
G.M. (Proj.)

Response to pre-bid Queries_ 08.01.2021

Sl. No.	Page No.	Clause No.	Present Clause	Query/ Clarification/ Suggestion	Response to query
1	-	-		Clause no 10.20.1 mentions that "Consortium or Joint Venture of not more than three members will be allowed for the RFP" whereas Clause no 10.3.3 mentions that "However, the joint venture of maximum two firms / Companies, each having minimum 20% equity shall only be accepted." Kindly Clarify	Incorrect reference. No such error/clause exist
2	26	2	Experience – 1 The Applicant/ Lead member shall have scientifically reclaimed, more than 100000 MT MSW during last 5 years before date of publication of the tender in any Government/ Semi-government/ PSU only, in India or abroad.	We kindly request to add Biomining projects instead of MSW so that eligible Bidders can participate.	No Change
3	28	1.1	Vendor has to carry out contour survey, once initially, and then every month for monitoring volumetric reduction of existing dump and contour survey reports shall be submitted along with every monthly bill clearly showing monthly volumetric reduction of existing dump	As we all know that the first step of bio-mining is pre- stabilization wherein the in-situ waste is excavated and converted into windrows wherein the volume increases dramatically. This work needs to be done parallelly throughout the concession period. Hence, it would be difficult to judge the reduction in volume monthly. It is hence requested to change the frequency to once in four months.	No Change
4	29	1.1	GNIDA shall make 75% of the payment to the Vendor against bills submitted every month, based on weighment of net quantity of input waste processed from designated sites. Rest 25% of the portion shall be released every three months based on the quarterly submission of consolidated report depicting milestone achieved in accordance to Milestones mentioned below, provided there is no variation in the reports submitted by the Vendor and those submitted by Engineers-in-charge/ Independent verification agency hired by GNIDA for monitoring purpose. If there is a variation, then same would be required to be satisfactorily explained.	It may kindly be noted that: 1. The quantity mentioned by GNIDA is 2.408 lakh MT is an approximate quantity only. 2. It is also clearly mentioned that the quantity could vary by 25%. In such a situation it is not possible to reclaim 100% land at the end of the contract period with 2.4 Lakh MT (assumed quantity) when the waste may increase or decrease based on density. Moreover withholding 25% from monthly bills will increase the overall interest cost. Hence, it is requested to kindly consider monthly payment against quantity processed every month.	Refer Section III - 1 (Scope of Work) Para 2 for clarity on quantity for overall project duration. Regarding payment, 75% payment is to be released monthly, only 25% is stated to be withheld, to be released quarterly based on successful achievement of project milestones.
5	30,31	4	The successful Bidders must obtain all required permissions/ NoCs from various authorities like UP Pollution Control Board (UPPCB), in order to process existing MSW dumped at temporary dumpsite near Lakhnawali Village Dump Yard. GNIDA may assist the Bidders in obtaining these permissions and provide requisite NOCs wherever required without any delays	Kindly clarify if the Environmental clearance has been obtained by GNIDA for the said site for temporary dumping of waste.	Not Applicable
6	32	10 (e)	GNIDA will allow the bidder to sell the good earth material recovered during the processing to the builders/ public, if so, required for its use in civil work. Authority may get the earth material free of cost, if required for any civil construction purpose.	It is requested to kindly clarify whether GNIDA will make its own arrangements in case the earth material is picked up by them as transportation cost has a huge financial bearing on the project.	No Change. Transportation of bio-soil and good earth material shall be in vendor's scope.
7	36	7	Penalty: Non-achievement of Project Milestones (As per clause 2 under Scope of Work) : Rs.5000/- on per day basis, till the compliance is ensured	In continuation to our earlier plea in Sl. No. 3, the said clause may kindly be omitted.	No Change

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8	36	10	Project non-operational for more than 48 hours (Except in event of sustained heavy rainfall and duly verified by GNIDA's designated officials)	It may kindly be noted that the plant cannot be operated during monsoons and hence the same clause may kindly be omitted. It may further be noted that already penalties are levied for non-performance of quantity for the contract period.	Incorrect observation. Clause has a mention about exemption on account of monsoon
9	37	3.2 (iv) (v)	Baseline of subgrade after excavation of the earmarked portion	Since the GNIDA wants 100% reclamation this clause is not applicable as it is relevant only in the case of SLF being built.	No Change
10	37	26	Residual Solid Waste Matter quality test reports (including moisture content)	Since GNIDA wants 100% reclamation I think this clause is not applicable and hence is requested to be omitted.	No Change
11	41	3	In the event of termination of contract / agreement, the assets kept in the project site shall be forfeited by GNIDA and shall not be returned to the Developer/Concessionaire	It may be understood that this is a DBFOO model of tender where the machinery is under the possession of the Contractor and has been acquired by his own funds or with debt. Hence, the charge remains with a financial institution. It would not be possible for the GNIDA to take possession of these machines in case of termination as there is already a performance bank guarantee held by GNIDA with them which can be liquidated in case of non-performance. This clause also becomes an hindrance for any contractor to take funds from the banks as the latter will not agree to fund any project with such conditions.	Refer Addendum Notice No. 1 - Sl. No.6
12		General	-	The Bidder will produce an agreement with cement factory to dispose off RDF and documentary proof of the capacity of the plant. This agreement will be an essential and inescapable part of the proposal submitted by the bidder.	No Change
13		General	-	In various places the terminology compost is being used. It may kindly be noted that as per CPCB Guidelines for disposal of legacy waste 2019, the process can generate only "bio-earth" or "soil enricher" and not compost. Hence, the same may be replaced.	Clauses in RFP mentions general environmental standards that must be followed/ complied with. Compost related can be ignored
14		General	-	It may kindly be requested that GNIDA and Concessionaire would decide on the ground level till which the waste has to be cleared to avoid ambiguity. Also, can we get clarification on whether there is any waste present below ground level and if so, whether the same is to be included in the scope and till what levels	Waste is dumped in pits, excavating and processing the same is the part of scope.
15		General	-	It is requested that the GNIDA would indemnify and hold the contractor and its employees, officers, Directors and agents harmless from all losses, claims, suits, actions, liabilities, obligations, costs and expenses which they may suffer from any environmental issues that would have caused due to the dumping of waste before the project has been started like underground water contamination etc.	No Change

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16	22,23	10.3	Consortium or Joint Venture of not more than three members will be allowed for the RFP	Required for good bidders	No Change
17	29	1.1	GNIDA shall make 75% of the payment to the Vendor against bills submitted every month, based on weightment of net quantity of input waste processed from designated sites. Rest 25% of the portion shall be released every three months based on the quarterly submission of consolidated report depicting milestone achieved in accordance to Milestones mentioned below, provided there is no variation in the reports submitted by the Vendor and those submitted by Engineers-in-charge/ Independent verification agency hired by GNIDA for monitoring purpose. If there is a variation, then same would be required to be satisfactorily explained	Requesting to Department shall make payment monthly on the basis of net quantity of input waste processed from the designated site. Good for Bidders and for fast implementations	Refer Addendum Notice No. 1 - Sl. No.4
18	26	2	The Applicant/ Lead Member shall have scientifically reclaimed more than 100,000 MT of Municipal Solid Waste during last 5 years before date of publication of the tender in any Government/ Semi- government/ PSU only in India or abroad. a) 1.00Lac MT – 10marks b) 1-1.50Lac MT – 20marks c) >1.50Lac MT & above –	Requesting department The Applicant/ Lead Member shall have scientifically reclaimed dumpsite using bio-mining more than 100,000 MT of Municipal Solid Waste during last 5 years before date of publication of the tender in any Government/ Semi- government/ PSU only in India or abroad. a) 1.00Lac MT – 10marks b) 1-1.50Lac MT – 20marks c) >1.50Lac MT & above –	No Change
19	26	3	Maximum reclamation of dumpsite land from legacy waste a) Upto 30% - 7.5marks b) 30 & <= 50% - 15marks c) 50 & <= 75% - 22.5marks d) > 75% – 30marks	Maximum reclamation of dumpsite land from legacy waste a) Upto 30% - 0 marks b) 30 & <= 50% - 5 marks c) 50 & <= 75% - 10 marks d) 100% – 30marks	No Change
20	-	General	-	The Bidder will produce an agreement with cement factory to dispose off RDF and documentary proof of the capacity of the plant. This agreement will be an essential and inescapable part of the proposal submitted by the bidder.	No Change
21	31	6a	The Concessionaire will ensure separate means to remove hazardous waste, if any, and its disposal as per Hazardous Waste (Management & Handling) Rules, 2016, Biomedical waste, if existing inside the site shall dispose of the same at Pollution Control Board approved sites in accordance with respective regulations and guidelines as applicable.	It says, both the medical and hazardous waste shall be disposed at UPPCB approved sites. Please provide the location and distance details of the approved sites to arrive at costing.	Vendor to identify such authorized operators and tie-up with them for disposal of such regulated wastes
22	28	1	To dispose-off approx. 2.408 Lakh MT existing legacy waste from temporary dumpsite near Lakhnawali village through scientific processing and biomining. Site map of the dumpsite is available in Appendix. It may be noted that this quantity is indicative only and the actual quantity may differ from this. The payment and hence project value, will be based on actual quantity of waste processed; this include quantity of legacy waste and fresh waste. A deviation of +/- 25% may be considered for initial work planning and scoping.	Time period of 2 years also to be proportionately increased. Additional cost of the project (if excess quantity) shall be taken into consideration in the project cost.	No Change

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23	29	2	<p>Sl. No. Milestone (Activity to be Completed) Time Frame of Completion</p> <p>1 Statutory Clearances and Mobilization of workforce, vehicles, equipment and machinery at site and erection of processing facility 3 months from the date of LoA</p> <p>2 Dispose at least 40000 MT waste with at least 15% land reclamation 6 months from LoA</p> <p>3 Dispose at least another 40000 MT waste with at least 30% of total land reclamation 9 months from LoA</p> <p>4 Dispose at least another 40000 MT waste with at least 45% of total land reclamation 12 months from LoA/</p> <p>5 Dispose at least another 40000 MT waste with at least 60% of total land reclamation 15 months from LoA</p> <p>6 Dispose at least another 40000 MT waste with at least 75% of total land reclamation 18 months from LoA</p> <p>7 Dispose at least another 40000 MT waste with at least 90% of total land reclamation 21 months from LoA</p> <p>8 To dispose remaining waste with 100% land reclamation 24 months from LoA</p>	<p>Kindly amend this to 6 months considering the time taken for setting up entire infrastructure for the project. Refer page 34 clause 15</p>	<p>No Change. Incorrect clause reference</p>
24	29	Milestones	<p>Sl. No. Milestone (Activity to be Completed) Time Frame of Completion</p> <p>1 Statutory Clearances and Mobilization of workforce, vehicles, equipment and machinery at site and erection of processing facility 3 months from the date of LoA</p> <p>2 Dispose at least 40000 MT waste with at least 15% land reclamation 6 months from LoA</p> <p>3 Dispose at least another 40000 MT waste with at least 30% of total land reclamation 9 months from LoA</p> <p>4 Dispose at least another 40000 MT waste with at least 45% of total land reclamation 12 months from LoA/</p> <p>5 Dispose at least another 40000 MT waste with at least 60% of total land reclamation 15 months from LoA</p> <p>6 Dispose at least another 40000 MT waste with at least 75% of total land reclamation 18 months from LoA</p> <p>7 Dispose at least another 40000 MT waste with at least 90% of total land reclamation 21 months from LoA</p> <p>8 To dispose remaining waste with 100% land reclamation 24 months from LoA</p>	<p>Milestone 2,3,4,5,6 – each 3 month schedule is for 40000MT which works out to 444.44 Tonnes per day. In the initial months that is milestone 2 & 3 – contractor should be given flexibility to achieve minimum 300TPD and to be increased thereafter. There will be initial teething issues since the site is new and to streamline the operations, any contractor will take couple of months.</p> <p>The contract period of bio mining period should be excluding the mobilization period of 6 months.</p>	<p>No Change</p>
25	32	10.d	<p>Concessionaire, at its own cost to identify and provide suitable low line areas/ quarries, where the leachate free, pollutant free inerts/ earth (duly certified by the competent authority) could safely be placed/ disposed, at its own cost</p>	<p>GNIDA should earmark a proper low lying area within GNIDA jurisdiction for the disposal of soil/earth which will facilitate the process and to avoid any hurdles in the project. Bidder to locate a mine or end user near greater Noida will be a difficult task and getting permission from concerned departments will delay the project.</p>	<p>Refer Addendum Notice No. 1 - Sl. No.5</p>

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26	34	15	Construction and erection of the plant and creation of other allied facilities should be completed within 3 months from the date of Handing over of land. This will include the mobilization period and time period required for getting necessary statutory clearances/permissions. After completion of construction and erection of the plant, operation of the plant shall commence which will be considered as Commercial Operation Date (COD) of the project.	This is contradicting with milestone mentioned earlier. Kindly correct the milestone to 6 months accordingly.	Incorrect reference. No such error/clause exist
27	34	18	Contract period will be 24 months from the date of LOA to dispose-off MSW from the temporary dumpsite near Lakhnawali Village through scientific processing. Thereafter, GNIDA may consider the extending project duration on reasonable grounds and depending on satisfactory project execution.	Here it seems GNIDA is including the time required for the additional fresh garbage which will be dumped at the site during the contract period of 2 years. If that is so, then the contract value of the project also will increase proportionately. Assuming 300TPD is the garbage inflow, in 2 years further 2 lacs tonnes will be dumped unless a new MSW processing facility of developed by GNIDA. Project cost will increase substantially and GNIDA shall payments accordingly. Land requirement also will increase proportionately. In any case mobilization period should be excluding the contract period.	Incorrect interpretation. No Change
28	60	2.6.1	Force Majeure	Force Majeure should include any pandemic related issues which may result in delay or execution of project. No penalties or recoveries should be enforced for such periods.	No Change
29		General	GST	As on date GST is not applicable for SWM services provided to ULB's. Hence the rates quoted will be exclusive of GST. However in case GST is applicable during the contract tenure, the same shall be paid extra as per actual	This is mentioned in the RFP
30		General	Recovered earthy shall be used GNIDA for landscaping	Recovered earthy fines from the dump site and can be sold to GNIDA landscaping contractors. GNIDA should take initiative to enforce the contractors to procure the same from this site at a reasonable agreed price. This will help in success of the project	No Change
31	38	19	Payments	It is requested to fix a time period of for release of monthly bills @75% within 21 days of bill submission. And this should be 90:10 ratio. 90% should be paid monthly basis. And balance amount should be paid within 21 days of requisite document submission (Quarterly). In case of delay in payments by GNIDA, a nominal SBI rate interest may be applicable.	Refer Addendum Notice No. 1 - Sl. No.4
32		General	Storm Water drainage/ Sewer connectivity/ Electric connection	Connectivity to storm water drainage from the site and sewer connectivity to be provided by GNIDA. GNIDA shall provide requisite capacity electric connection till the site and contractor shall only pay the monthly electricity bills. All payments such as	No Change

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				deposits/ wiring till the site/Transformers/ digging etc shall be incurred by GNIDA.	
33		General	Project infrastructure such as weigh bridge, sorting machineries etc will have to be mounted on a raised ground level from the existing road/nearest highest level to ensure the machineries are safe from floods/ rains.	Minimum 60cm should be permitted.	No Change
34	30	4b	Initial land required for setting up processing plant and machineries and measuring up to minimum 2 acres and maximum 5 acres shall be provided by GNIDA with natural ground level inside the Dump Yard	Kindly amend the minimum 2 acres to minimum 5 acres.	No Change
35	30	4g, 4h	g. It is the sole responsibility of the Vendor to dispose-off the rejects/ inert generated during the process. Bye products from such processing viz recyclables, enriched soil, compost, gas, energy etc. will be the property of the Vendor. It is expected that e-waste, hazardous waste and recyclables such as the plastic, glass, metal etc. does not in any way form the part of inert waste. h. The inert waste disposal plan shall also be proposed by the Vendor. Vendor can show current/previous engagement letters/MoU with companies which use the products as such or as raw material for manufacture of value-added recycled products. All the logistical arrangement becomes a part of the overall project. A comprehensive plan covering activity like Removal, Segregation, Processing, Transportation, Disposal in a scientific manner will also be submitted along with the technical proposal of the Bidders.	As per CPCB guidelines dated Feb 2019 for disposal of legacy waste clearly defines that the local bodies shall use the earthy fines as per clause 12 of 4.2 (Page 17). Hence GNIDA shall intake the same for horticulture/ landscaping works of GNIDA	No Change
36	33	12, i-Xiii	Hardware & Technology	Bidder should be permitted to follow rule of legacy waste of CPCB 2019	This is mentioned in the RFP
37	36	2.2, iii	Leachate treatment plant	Leachate shall be permitted for re circulated into the windrows as per schedule -II (g) of SWM rules 2016 and rule No. 4.1 of legacy waste of CPCB Feb 2019. Remaining leachate will be treated at leachate treatment plant at site. It says "The first step is to excavate legacy waste, loosen it and make windrows so as the leachate can be dried of through solar exposure and entrapped methane is removed from the heap".	Refer Section III - 1.1, Para 1. Processes have to be "in accordance with Solid Waste Management Rules, 2016 (SWM Rules, 2016), CPCB guidelines for Legacy Waste Management 2019 and other such applicable rules & norms as amended from time to time"
38		General	-	GNIDA shall apply to UPPCB for appointment of contractor for bio remediation at the proposed site and take approvals since the site is not approved for SLF/ waste processing activities. As per MSW rules, department may apply for the same and facilitate the approvals/consent to operate the segregation facilities proposed to be installed at site.	Obtaining approvals/consent from the Pollution Control Board or relevant statutory bodies shall be in vendor's scope

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				In case of any delay in such permissions from concerned authorities due to which the project is delayed, contractor shall not be penalized. GNIDA should extend all supports for all such approvals.	
39	3	Bid Security (Earnest Money)	INR 39,00,000/- (Rupees Thirty nine lakh only) to be paid online on Tender Portal	We request to accept for the Bank Guarantee for the amount equal to Bid Security from any of the Scheduled Bank instead of online payment	No Change
40	3	Performance Security	5% of the Contract value in the form of FDR/BG from the Nationalized Bank to the Employer valid till the contract period. It needs to be submitted within 10 days from the award of letter of Acceptance and before the signing of the concession agreement.	We request GNIDA to accept for the FDR/BG from any of the Scheduled Bank also	No Change
41	3	Solvency Certificate	Performance Security (to be submitted post award of tender)	We request GNIDA to accept for the Solvency Certificate from any of the Scheduled Bank also	No Change
42	3	Validity of the Bid	90 days from the bid due date	Please confirm, what would be the bid due date. We presume, our bid shall only be valid for 90 days from the date of submission	Bid due date is the Date of submission of bids
43	7	1-1.2	The Applicant is required to understand the waste characterization / SWM analysis before the submission of Technical and Financial Proposal.	Please provide the following: 1. Exact location of the dumpsite details, including longitude and latitude details. 2. Height of the Dumpsite. 3. Water Characterization Report (if any)	For waste details at site, please refer clause 5.2 on page 8 of the RFP document
44	7	1-1.4	The technology should be flexible enough to augment the capacity and accommodate environment friendly changes as may be notified by regulatory authorities like MoEF&CC, CPCB, UPPCB, National Green Tribunal (NGT) and other regulatory agencies/bodies in future	We understand, if regulatory authorities directions leads to any additional cost implications then the same would be construed as change in law and compensated accordingly at actuals by the GNIDA to vendor	No Change
45	14	28.2	In the event that the negotiations do not result into a mutual agreement within 14 days from the date of beginning of the negotiations, the GNIDA shall reject the Tender and invite the next best Bidder for negotiations.	In the event of becoming L1 bidder, tender shall not be rejected even if negotiations failed. This is in line with the good industry practices across the Globe and as per the CVC tender procedure norms.	Refer Addendum Notice No. 1 - Sl. No.1
46	19	6.9	In exceptional circumstances, prior to expiry of the original Bid validity period, the GNIDA may request the Bidders for extension in the period of Bid validity. The request and the response thereto shall be made in writing.	The bidder may be given a fair opportunity to walk out from the bidding process without forfeiting his EMD BG, in case of undue delay occurs on the part of GNIDA to finalize/open the bids beyond the bid due date or 90 days from the bid submission date, whichever is earlier.	Clause is self-explanatory
47	19	6.13	GNIDA reserves the right to reject any or all of the Bids, without assigning any reason whatsoever and its decision shall be final and binding. No Bidder shall stake any claim arising out of such rejection.	We request GNIDA to desist from rejecting the bids without assigning any reasons.	No Change

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48	22	10	The Concessionaire is expected to install plant with machinery at the designated site seeking the viability of the operation with required capacity for segregation of the dumped waste and bio-mine waste lying at the site, to make the land usable for any other purpose.	Where was this designated site located? What was the distance from dumpsite to the designated site location? We understand, the site for plant installation shall be provided within 7 days upon entering into Agreement at free cost and there are no encumbrances, utilities, disputes and GNIDA has legal title to give the land on the purpose of executing the said project. Please confirm.	Designated site shall be within the dumpsite
49	22	10.1	The processing charges offered by the Bidders should be open for acceptance for a period of 90 days from the date of opening of the RFP.	We request GNIDA to change the clause to "90 days from the date of submission of bid" as any delay thereof in opening of the RFP would eventually leads to cost increase and it will have an adverse monetary affect on the bidder.	No Change
50	22	10.2	Payment shall be made within 45 days of the invoice submission.	We request GNIDA to pay interest at SBI PLR + 2%, if payments were delayed beyond 30 days from the invoice submission.	No Change
51	22	10.2	Payment shall be made within 45 days of the invoice submission.	We request GNIDA to release payments within 30 days from the date of invoice submission	Refer Addendum Notice No. 1 - Sl. No.2
52	26	Technical Proposal	The Applicant/ Lead member shall have scientifically reclaimed, more than 100000 MT MSW during last 5 years before date of publication of the tender in any Government/ Semi-government/ PSU only, in India or abroad	We request GNIDA to consider the experience of Processing & Disposal of MSW	No Change
53	28	Scope of Work	A deviation of +/- 25% may be considered for initial work planning and scoping.	Can a successful bidder get increased price (other than agreed prices in Contract Agreement) if the deviation is beyond +/- 25%? Please confirm.	Please refer full paragraph. It is self-explanatory
54	29	Scope of Work	The Project site shall continue to receive fresh waste, to be catered along with the legacy waste, till GNIDA finds alternate management/processing options for such waste reaching the dumpsite on daily basis.	What would be the fresh waste that may come to site on daily basis?	Present estimate is approx. 200-250 TPD. However, no formal quantification is done
55	29	1.1	Rest 25% of the portion shall be released every three months based on the quarterly submission of consolidated report depicting milestone achieved	Withholding 25% payment for 3 monthly will definitely affect the vendor's cash flows. We request GNIDA to make 100% payment on monthly basis.	Refer Addendum Notice No. 1 - Sl. No.4
56	29	3	b. It should be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition 4 MP IP based cameras in adequate numbers (as directed by GNIDA) shall be provided by the Bidders.	Please mention how many such number of cameras are required so as to evaluate the cost	As per plant design and layout; Ideally CCTV surveillance should adequately entire project operations
57	30	4	Initial land required for setting up processing plant and machineries and measuring up to minimum 2 acres and maximum 5 acres shall be provided by GNIDA with natural ground level inside the Dump Yard.	Please mention the location of site, where processing plant to be set up, for better understanding and evaluation of transportation costs thereof. We also understand, the land thus required shall be provided at free of cost to vendor.	Processing plant shall be within the dumpsite
58	30	4	GNIDA shall handover to the Successful Bidder within thirty days from the signing of the agreement, on "as is-where-is basis", peaceful physical possession of the site free from	Any delay beyond 30 days in land hand over by the GNIDA shall be construed as event of default.	No Change

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			Encumbrance, for the purpose of implementing the Project		
59	30	4	However, in such an instance where initial land required for setting up of plant and machinery as mentioned in (b) above is not readily available, then the Handover Date would be the date when Authority hands over such a land to the Vendor. It is understood that the Vendor can start the Erection of Processing Plant only after the Handover of site is completed	In such a case, all the milestone shall be altered or re drafted with the mutual consent of the Vendor & GNIDA. We also request GNIDA to compensate any losses to vendor at actuals in the event of land hand over delayed by more than threshold period of 30 days.	No Change
60	31	4	GNIDA may assist the Bidders in obtaining these permissions and provide requisite NOC's wherever required without any delays	Please specify, within how many working days requisite NOC's required are to be provided to vendor by the GNIDA.	NOC's shall be obtained by the vendor within requisite timelines applicable for respective permissions/clearances. GNIDA shall 'assist' the vendor in obtaining the NOCs
61	33	12	A separate first aid facility will be provided by Concessionaire at the treatment plant within 100 mts. of the treatment facility	However, approach road construction shall be the responsibility of GNIDA	This is in vendor's scope
62	34	18	Thereafter, GNIDA may consider the extending project duration on reasonable grounds and depending on satisfactory project execution	Extension shall be done on the mutual consent only.	No Change
63	35	22	Recovery of advance paid against it aforesaid, shall be made by deductions from the account of payments referred to in condition in suitable percentage in relation to the progress as fixed by the Engineer In-charge so that all sums shall be fully recovered by the time the work amounting to nearly 75 percent of the contract is completed.	We request GNIDA to start recovery of Mobilization Advance at the rate of 10% from each bill from RA Bill 03 onwards so as to have healthy cash flows.	No Change
64	35	23	GNIDA at its discretion may extend the contract with the Concessionaire	Please modify it to- Extension of Contract shall be on mutual consent of both the parties ie vendor & GNIDA	No Change
65	35	24	Respective penalties tabular information	If the delays happens due to GNIDA's default, unforeseen reasons and beyond the control of the Vendor, then no penalty shall be levied on vendor	No Change
66	36	25	2.2. Monitoring shall be carried out in the following four zones: i. On and within and surrounding area as well as from 500 m radius outside from the project and project facilities	We request to delete the clause 2.2 (i), restrict the scope/monitoring of the vendor activities within the allocated site premises only.	No Change
67	40	ITT 16	The Bidder and GNIDA shall sign the DBFOO Concessionaire Agreement within fifteen (15) days.	Please clarify- whether it is a Concession Agreement or Contract Agreement as the same has been interchanged in the RFP document.	They refer to the same agreement
68	40	ITT 17	The Performance Period for the DBFOO Contract shall be Two (2) years that will be reckoned from the date of the signing of the agreement.	Vide clause No. 18 of the Terms of reference Contract period mentioned as 24 months from the LOA date. Please confirm, which shall prevail.	From the date of award of LoA
69	40		The GNIDA as named in the TDS is responsible for: 1. Review the Invitation for Tender and give approvals;	Please include -making/releasing the payments to vendor also is the responsibility of GNIDA	No Change
70	40		Terms of Termination	Please specify- Termination payments	Refer RFP document Page 63 - 2.8.4
71	40		In the event of failure noticed in the implementation of the project as per milestone agreed in the contract, GNIDA will initiate the action for termination of contract after giving	If the delay occurs due to GNIDA or beyond the control of vendor then vendor will not be served with the notice nor any penalty whatsoever	No Change

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			proper notice.	been levied.	
72	40		In the event of failure to show the progress of project and outcome of project as per milestone agreed in the contract, GNIDA will initiate the action for termination of contract after giving proper notice	Please make it a point to give 30 day cure period to vendor whilst issuing the 'proper notice'	Refer Page 62
73		General	-	General- What is the remedy available to Vendor, in case if he wants to terminate the Contract, in the event of default of GNIDA? Please clarify.	No Change
74	61	2.6 but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.	Please include - epidemic and pandemic also	No Change
75	61	2.8	The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in par GNIDA (a) through (h) of this Clause GC 2.9.1.1	It might be 2.8.1.1 not 2.9 (nine).1.1. Please make necessary correction	Refer Addendum Notice No. 1 - Sl. No.7
76	62	2.8.2	Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.8 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4	The GC 2.2 or 2.4 doesn't refer to any termination or default event. Therefore, we request you to delete these 2 clause No's from the sentence.	No Change
77		General	-	Please mention GNIDA (Authority) event of defaults.	No Change
78	66	5	... Under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts as specified by GNIDA.	There should not be any ceiling. Any increase in taxes as per the change in Applicable laws of India shall be payable at actuals to vendor by GNIDA	No Change
79	68	8.1	If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CEO,	If the dispute is not resolved by joint discussion within 15 days from the date of 1st such discussion occurs... then the matter will be referred to the adjudication of Arbitration	No Change
80	68	8.3	During the pendency of arbitration proceedings and currency of the Concession Agreement, the Concessionaire shall continue to perform and make due payments to GNIDA as per the Concession Agreement.	What "due payments to GNIDA" is referred over here? Please clarify.	Clause is self-explanatory
81	69	10	The Performance Security shall be provided @ 5% of the Contract value in the form of FDR/BG from the Nationalized Bank to the Employer valid till the contract period.	We request GNIDA to release 50% of BG amount after completion of plant erection and remaining 50% validity be kept till contract period. Please clarify.	No Change
82		General	-	We request GNIDA to include important clauses on Extension of Time, Event of defaults by Authority, Condition precedent, interest on payment delays etc.	No Change
83		General	-	We request GNIDA to give the list of authorised vendors for compost disposal etc	This is in vendor's scope
84	68	8.1	If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CEO, GNIDA on receipt of written notice / demand of appointment of Arbitrator from either party.	We request GNIDA to appoint the arbitrator based up on mutual consent. Arbitrator should not be appointed by the CEO, GNIDA	No Change

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85	General	-	We understand bidder has every right to take back plant & machinery after completion of concession period. Please clarify.	The understanding is correct, except in event of default. This is DBFOO project and not DBFOT
86	General	-	We request the authority to provide the provision of giving experience of processing the fresh waste as well.	No Change
87	General	-	We hereby request you kindly allow to apply tender with financial and technical experience with Financial Year 2019-20	Refer Addendum Notice No. 1 - Sl. No.3

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