

**Name of work :-** Setting up of an Automated Dry Waste Processing facility of capacity 200 TPD for Central Zone of South Delhi Municipal Corporation on Public Private Partnership Basis.

Notice Inviting Tender Cum Request For Proposal was invited vide No. EE(DEMS)HQ/TC/2020-21/03 dated 07.10.2020. As per the NIT condition pre bid meeting was scheduled on 20.10.2020 at 3.00 Pm in the office of Dir(DEMS), South DMC, 19<sup>th</sup> Floor, Dr. S.P.Mukherjee , Civic Centre, JLN Marg, New Delhi-110002.

Pre-Bid Queries of perspective bidders and reply of SMDC are as under:-

Sr. No.	Page No.	Reference	Current Clause	Query from prospective bidders	Reply
1	4 & 5 of RFP	Technical Capacity	Experience of processing of at least 58400 Tonnes Dry Municipal Waste during any 1(one) year (a year means any continuous period of 365 days) by Automated Dry Waste Processing Plant in last seven (7) years ending last day of the month previous to the one in which tenders are invited.	We have experience of Designing, Building, Operating and Maintaining a 300 TPD Automated Dry Waste Material Recovery Facility (MRF) in Indore. Currently our experience of processing in last year (ending last day on month previous to this tender date) is 50,721 TPD. We would request SDMC to kindly accept our experience.	No change. The Technical Experience shall remain as per the tender condition.
2	12 & 34 of RFP	Project Land	Page 12: The site of the Project shall comprise the one contiguous piece of land admeasuring two (2) Acres earmarked by SDMC at Tehkhand, Okhla, New Delhi ("Project Land") as per Appendix-D. Page 34: The Bidder shall have provision for adding extra capacity to the Dry Waste Processing Plant to accommodate the growth in MSW potential in the coming years subject to mutual	For 200 TPD project at least 4 acres of land is required and if additional 100 TPD capacity is added to proposed capacity then additional 2 acres will be required. Thus we would request SDMC to allocate sufficient land.	No Change. The maximum land to be provided for the project shall remain 2 acres.

			agreement between the SDMC and Concessionaire.		
3	13 of RFP	Proposed Technology	The bio-degradable and recyclable content of the waste needs to be separated through a suitable Material Recovery Facility (the "MRF")	Since the proposed project is for Dry Waste, biodegradable waste should not come to MRF. The Dry Waste coming to MRF will be sorted using technology into different type of recyclable waste and sent for recycling.	No change in the tender condition. The acceptance / rejection of the MSW brought to the MRF shall be governed by Clause 6.5.4 of the draft agreement and other related clauses of the tender document.
4	13 of RFP	Proposed Technology	Generally, not more than 20% of the waste received at the Project Facility should be disposed of in the Sanitary Landfill/WtE Plant.	This depends on the composition of dry waste coming to MRF. Thus we understand that SDMC guarantees that non-recyclable dry waste will not be more than 20%.	No change in the tender condition. The acceptance / rejection of the MSW brought to the MRF shall be governed by Clause 6.5.4 of the draft agreement and other related clauses of the tender document.
5	14 of RFP	Proposed Machinery	Weighbridge – 50 MT capacity – 2 (two)	One weighbridge would be enough for the project.	No change in the tender condition.
6	17 of RFP	Reject Handling Charges	The Concessionaire shall be responsible to transport and dispose off the rejects from the project at the designated disposal sites (SLF Okhla and WtE Plant Okhla) as directed by the Authority during the concession period. However neither the Concessionaire will claim any cost	Concessionaire can dispose rejects without charging to SDMC if it constitutes only 7-10% of total incoming waste. If reject constitutes for more than 10% then it should be either disposed by SDMC or SDMC should reimburse to concessionaire. Also, we would request SDMC to provide with Dry	No change in the tender condition. The acceptance /rejection of the MSW brought to the MRF shall be governed by Clause 6.5.4 of the draft agreement and other related clauses of the tender document.

			<p>towards the transportation &amp; disposal of such rejects at the designated site as mentioned nor SDMC will charge any Cost to the Concessionaire for disposal of such rejects at the designated disposal site.</p>	<p>Waste composition and quality parameter (% of recyclable waste in Dry Waste) For the sake of uniformity we are sharing definition of recyclable waste. Recyclable Waste means the material with moisture level of less than or equal to 7% (seven percent), free of contamination, and has a financial and operational value chain attached to it that has been recovered from the Dry Waste, for the purpose of reuse, recycling or reclamation and a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials.</p>	
7	35 of RFP	Clause 7.2.3	<p>After opening of the financial bid, if it is found that one or more of the four existing appointed concessionaires for collection and transportation of solid municipal waste in four zones of SDMC have participated in the bidding process and qualified for opening of financial bid but none of them has emerged as the highest bidder as per their financial bid, then the following course of action should be taken: (A) The collection and transportation</p>	<p>This clause favours existing contractors of SDMC and demotivates bidders like us who currently are not working with SDMC. We would request for removal of this clause.</p>	<p>No change in the tender condition.</p>

			<p>Concessionaires working in the four zones who participated in the tendering process and qualified for opening of Financial bid after meeting the eligibility criteria shall be called for matching the quote of highest bidder. (B) The Collection and Transportation Concessionaire who is asked to match the quote of Highest Bidder by SDMC as per Clause 7.2.3 (A) and the Concessionaire submitted its unconditional agreement in this regard in writing within stipulated time as per the communication of SDMC shall be declared as the selected bidder. (C) If more than one working collection and transportation Concessionaire agree to match the quote of highest bidder (Tie Bidders), the selected bidder will be selected through draw of lots amongst the Collection &amp; Transportation Concessionaire which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.</p>		
8	63 of RFP	Technical Proposal		To submit Technical Proposal we would	The date of submitting of

				require more time and thus would request to extend the deadline from 30th October by at least 15 days.	bid have already been extended to 20 <sup>th</sup> November, 2020 at 3.00 Pm after approval of Competent authority.
9	6 & 17 of Draft Agreement	Commingled Dry Waste	<p>Page 6: Commingled Dry Waste is defined as The dry municipal waste which reaches the disposal points i.e. SLF site or Wte plant having some part of it not falling under the category of Dry Waste.</p> <p>Page 17: SDMC assures to provide 200 TPD (“assured quantity of waste”) of Commingled Dry Waste to the Concessionaire free of cost at the receipt point of the plant. Such dry waste shall be given the first priority by the Concessionaire for receiving and processing.</p>	<p>According to definition this waste is suitable for SLF site or WTE plant which means the composition of Dry Waste contains no Recyclable Waste. MRF companies generate revenue by sales of recyclable waste but if waste contains no recyclable waste, there is no scope of revenue.</p> <p>Also, under this project we have to pay monthly royalty to SDMC but the MRF will not generate any revenue.</p> <p>We would suggest making this model financially viable by providing VGF in Capital Expenditure and Tipping Fees in Operational Expenditure.</p>	No change in the tender condition.
10	Draft Agreement	Draft Agreement		We would request for motorable approach road till proposed land. Any road widening scope or making it motor able should be under SDMC to ensure free road access to bidder till proposed land. We would also request for water, drainage and electricity (HT) connection till proposed land	No change in the tender condition.

				<p>entrance to ensure smooth construction period.</p> <p>Termination due to Authorities default is not mentioned in the Draft Agreement. It will have to be added.</p> <p>Lease Agreement for land is not provided in the Draft Agreement. Successful bidder should have scope of value addition of dry waste inside MRF premises.</p> <p>Since the project is for 14 years, many such important clauses need to be added to the existing agreement. We shall submit a draft agreement in 2-3 working days which is based on standard format of all PPP projects across India. Relevant changes would be made to the Agreement to suit this project. We would request SDMC to sign Agreement in the format which we will be sharing.</p>	
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