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OFFICE OF EXECUTIVE ENGINEER (WtE) DEMS
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No.: EE/WtE/MCD/DEMS/2022-23/D-13

Date: **05.09.2022**

REPLY OF PRE-BID QUERIES

Subject: Setting up of Municipal Solid Waste (MSW) to Energy Facility at Narela- Bawana, Delhi
NIT No.: EE/SLF/B/TC/2022-23/01 dated 15.07.2022.

The consolidated reply to the queries raised by prospective bidders during pre-bid meeting and after site inspection are attached herewith for information of all concerned. These replies shall form an integral part of tender documents.

Encl.: As above


EE(WtE)/ DEMS

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REPLY TO THE QUERIES RAISED BY PROSPECTIVE BIDDERS

“REQUEST FOR PROPOSAL FOR SETTING UP OF MUNICIPAL SOLID WASTE (MSW) TO ENERGY FACILITY AT NARELA-BAWANA, DELHI”

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
1.	RFP	Page No. 7 & Clause No. 1.1.3	<p><u>Name of the Project:</u> Setting up of Municipal Solid Waste (MSW) to Energy Facility at Narela-Bawana, Delhi</p> <p><u>Capacity in TPD:</u> 3000 (\pm 20%)</p> <p><u>Power Generation Capacity:</u> 28 MW</p> <p><u>Estimated Project Cost:</u> Rs. 604.26 Crores</p>	Assured quantity is mentioned as 2400 TPD, whereas it is asked to design the plant for 3600 TPD (3000+20%), which is 50% higher capacity. The gap between the plant capacity and assured waste quantity to be limited to max 20%.	<p>Following clarifications should be noted with respect to Project Capacity and Waste Quantities:</p> <ul style="list-style-type: none"> i.) Minimum assured quantity, in all the tender documents, to be read as 2700 TPD instead of 2400 TPD. ii.) The project is proposed to process 3000 TPD MSW for 28 MW Power generation. iii.) However, the project should be designed to accept waste maximum up to 3600 TPD MSW. Considering additional quantities, power generation may go up to 36 MW.
2.	RFP	Page No. 8 & Clause No. 1.1.6. a	Construction Period of 2 (two) years (for project construction, commissioning and achieving COD)	Project construction period of 2 years to be linked to the Condition Precedence including Environment Clearance, PPA signing, land handover etc.	<p>Please refer to the clauses of “Execution Date” and “Appointment Date”, as defined in the Concession agreement. The Concession period will start from the Appointed Date. Before that the Concessionaire will need to fulfill its Condition Precedence.</p> <p>Further, the time period for fulfillment of the Conditions Precedent by the Concessionaire in the Concession agreement and all other tender documents, to be</p>

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					read as 270 days instead of 180 days.
3.	RFP	Page No. 14 & Clause No. 1.6.1	The Concessionaire shall need to pay land lease charges to the Authority of Rs. 20 Lakhs/annum/acre (for the first 12years from the date of commercial operation of the Project and Rs. 25 Lakhs/annum/acre (for theperiod from 13th year from the date of commercial operation of the Project to 25th year from thedate of commercial operation of the Project).	Lease rental cost of land to be removed as it will increase the burden on tariff requirement.	As per RFP
4.	RFP	Page No. 14 & Clause No. 1.6.1	For this purpose, the Concessionaire shall need to pay disposal charges to the Authority of Rs. 300/- per tonne (for the first 12 years from the date of commercial operation of the Project and Rs. 400/- per tonne (for the period from 13th year from the date of commercial operation of the Project to 25th year from the date of commercial operation of the Project).	Avoid SLF opex as part of the project as it will directly increase the tariff requirement.	As per RFP
5.	RFP	Page No. 36 & Clause No. 3.1.1 (a) i and ii (Technical Capacity for the purposes of Evaluation)	Technical Capacity: For demonstrating technical capacity and experience in executing similar projects (the "Technical Capacity"), the Bidder shall have to fulfill the following conditions: i. experience of development of at least one project of WtE plant	Eligibility of project size of 600 TPD or more to be allowed.	Clause No. 3.1.1 (a), Technical Capacity in the RFP, to be read as: For demonstrating technical capacity and experience in executing similar projects (the "Technical Capacity"), the Bidder

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			<p>based on Municipal Solid Waste (MSW) of 1000 TPD or higher, in last ten (10) financial years prior to Bid Due Date in India or Abroad. The project shall have been under operation for at least one-year post COD; AND</p> <p>ii. experience of 1 (one) year of operation and maintenance of at least one project of WTE plant based on Municipal Solid Waste (MSW) of 1000 TPD or higher, in last ten (10) financial years prior to Bid Due Date in India or Abroad.</p>		<p>shall have to fulfill the following conditions:</p> <p>i. experience of development of at least one project of WtE plant based on Municipal Solid Waste (MSW) of 500 TPD or higher, in last ten (10) financial years prior to Bid Due Date in India or Abroad. The project shall have been under operation for at least one-year post COD; AND</p> <p>ii. experience of 1 (one) year of operation and maintenance of at least one project of WTE plant based on Municipal Solid Waste (MSW) of 500 TPD or higher, in last ten (10) financial years prior to Bid Due Date in India or Abroad.</p> <p>In view of above, Clause 4.2 - Evaluation of the Technical Proposal, is being revised as per Annexure-I attached.</p>
6.	RFP	Page No.36 & Clause No. 3.1.1 (b)	The Bidder should have a minimum Net Worth of Rs. 151 Crores (One Hundred and Fifty-One Crore Only) in last 5 Financial Years preceding the bid due date, as per the audited annual financial statements	Financial qualification of Parent Company to be allowed	Please refer to the Clause 2.2.5 of the RFP and Clause 1.1.13 of the CA, for better understanding.

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7.	RFP	Page No. 37 & Clause No. 3.2.1. b (For a project to qualify as an Eligible Project)	For claiming experience clause 3.1.1 (a), the entity claiming experience specified at clause 3.1.1 (a) should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) equity during the development stage i.e., from Financial Closure till Commission of the Eligible Project and the entire year for which the experience is being claimed	For meeting the technical qualification, a developer should be allowed to form JV with the Technology provider and the condition of owning 26% shares in the project claimed for eligibility should be removed as technology providers may not own shares in the past projects.	As per RFP
8.	CA & PP Agreement	Page No. 3 & 15 and PP Agreement, Clause B, Page no. 3 and Concession Agreement, Clause 1.1.97	MCD had initiated a single stage, three envelope tariff based International Competitive Bidding process for selecting the entity for undertaking the Project through the Seller acting as the Concessionaire and supplying power therefrom to the Procurers. "RFP" shall mean the request for proposal dated [*] along with the feasibility report issued to bidders along with the RFP, all schedules, annexures attached thereto, issued by the Authority for tariff-based bidding for selection of concessionaire for the Project,	There are many instances where processing fee is being paid by ULB's for mechanical processing of MSW and producing RDF and Composting. None of the cement companies or existing waste to energy plants are interested in paying to RDF producer. Similarly, despite decade old Fertilizer ministry order, the net yield for compost producing companies has been more than the central government subsidy which ceased from September 2021. In a way the eventual disposal of MSW has largely been paid for by the ULBs. In case of a Waste to Energy plant, a large part of processing cost is taken care of in the tariff structure. Part of the MSW disposal cost is also taken care by way of Central Govt	As per RFP

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				Grant for Waste to energy project provided along with the bid document. The ULB must also take at least some share in the MSW disposal of the city for next 20-25 years by agreeing to pay some part of disposal cost by way of processing fee. It will also provide some relief for stressed DISCOMs from higher tariff. It may be noted that in absence of processing fee per MT, the power tariff requirement will be much higher.	
9.	CA & PP Agreement	Page 3 & 15 and PP Agreement, Clause B, Page no. 3 and Concession Agreement, Clause 1.1.97	MCD had initiated a single stage, three envelope tariff based International Competitive Bidding process for selecting the entity for undertaking the Project through the Seller acting as the Concessionaire and supplying power therefrom to the Procurers. "RFP" shall mean the request for proposal dated [*] along with the feasibility report issued to bidders along with the RFP, all schedules, annexures attached thereto, issued by the Authority for tariff-based bidding for selection of concessionaire for the Project,	As per Provisions of Tariff Policy 2016: The Tariff policy 2016 mandates distribution licensees to procure 100 % of the power produced from Waste to Energy Project, the relevant extracts are reproduced below "6.4 Renewable sources of energy generation including Co-generation from renewable energy sources: "1 (ii) Distribution Licensee(s) shall compulsorily procure 100% power produced from all the Waste-to-Energy plants in the State, in the ratio of their procurement of power from all sources including their own, at the tariff de-termined by the Appropriate Commission under Section 62 of the Act."	As per RFP

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				<p>b. 2.12.2. Further the clause 6.4 (2) of the Tariff policy 2016, stipulates exemption of waste to energy plant from Competitive bidding-based tariff determination. The relevant extract of the tariff policy 2016 is reproduced below:</p> <p>"6.4 (2) States shall endeavor to procure power from renewable energy sources through competitive bidding to keep the tariff low, except from the waste to energy plants"</p>	
10.	CA & PP Agreement	Page No. 21 & 35 and Concession Agreement, Clause 2.1.6, and PP Agreement ,9.11	<p>i. 75% of the gross proceeds on account of carbon credits benefit shall be retained by the Concessionaire.</p> <p>ii. Remaining 25% to be of the gross proceeds on account of carbon credits benefit shall be shared by the Concessionaire with the Authority.</p> <p>CDM Benefits (as per PP)</p> <p>(a) 100% of the gross proceeds on account of Seller's share of CDM benefit to be retained by the Seller in the first year after the acceptance of respective part commissioning of the project/ station as a whole;</p> <p>(b) From the subsequent year, out of the Seller's share of CDM benefit, the share of the Procurers shall be 10%, which shall be</p>	<p>As per Clause 2.1.6 of Concession Agreement, the Concessionaire is entitled to 75% of CER and the Authority is entitled to 25% of the fiscal incentives and benefits.</p> <p>And</p> <p>As per Clause 9.11.b. of Power Purchase Agreement, From the subsequent year, out of the Seller's share of CDM benefit, the share of the Procurers shall be 10%, which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the Seller and the Procurers. The CDM benefit shall be shared amongst the Procurers in the ratio of the Contracted</p>	<p>The sharing of the gross proceeds on account of the carbon credits, shall be done as per Clause 2.1.6 of the Concession Agreement.</p> <p>The clause 9.11.b. of draft PPA is being amended accordingly.</p>

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			progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the Seller and the Procurers. The CDM benefit shall be shared amongst the Procurers in the ratio of the Contracted Capacity as per clause 3.4.2.	Capacity as per clause. Since, in standard practice, CER are to be shared with DISCOMs/ Procurers. So, please modify the clause.	
11.	CA	Page 82 & Annexure- 1, I. Roles and Responsibilities of Concessionaire, point no. 5	To obtain all the pre-project approvals, clearances for the project from various statutory bodies which may be required to establish and operate the facility with all approvals and renewals as required during the concession period at own cost. MCD shall facilitate concessionaire for obtaining all such approvals.	EC should be made an obligation of Municipal Corporation and be part of Condition Precedent.	As per RFP
12.	RFP	Page No. 8 & Clause no. 1.1.7	Commissioning procedure for the Project as prescribed in RFP should be same in Concession + PPA: in case of earlier commissioning of few Boilers, partial COD shall also be permissible. In this case, all the obligations of both the parties shall apply on pro-rata basis.	To bring parity in RFP and the binding documents - Concession & PPA Clause of Partial COD should also be mentioned in both drafts - Concession and PPA.	As per RFP
13.	RFP	Page No. 9 & Clause no. 1.2.3 a, b, c, d	Technology prescribed for the Project (waste to be utilized post processing - processing is a must) merits a Tipping fees	Our Ask: we request to provide suitable tipping fees for processing of MSW, in addition to the levelized tariff - just like, Hadapsar (PUNE) Project awarded to Aspirify.	As per RFP

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			<p>a) the bio-degradable and recyclable content of the waste needs to be separated through a suitable Pre -processing Facility</p> <p>b) a suitable Processing Technology for processing of the bio-degradable or organic content of the waste.</p> <p>c) a suitable Technology for processing of combustible content of the Waste and conversion in to Energy.</p> <p>d) a suitable technology for recovering and processing recyclable content of the waste.</p>	<p>Justification: In view of the technology requirements for this project, the Project Involves setting up of Pre-processing Facility for 3000 TPD + 20%. It requires to set up 5 to 7 pre-processing lines. A good amount of initial investment and operational cost is required for operating the pre-processing facility. The power consumption of Pre-processing facility is also high.</p>	
14.	RFP	Page No. 9 & Clause no. 1.2.3 e	<p>Measurement of quantum of rejects and Inert for SLF purposes:</p> <p>in any case, limit the inert and other processing reject from the waste maximum up to 20% amount and disposed of in the Sanitary Landfill.</p>	<p>Quenching water is used for Bottom ash cooling & Fly ash. The quantity of this quenching water should be measured & subtracted from total inert/ash disposal weight.</p>	As per RFP
15.	RFP	Page No. 9 & Clause no. 1.2.3 d	<p>Specification of power generation capacity in the PPA</p> <p>Minimum Power Generation Capacity to be achieved is approximately 28 MW at full scale operations.</p>	<p>In Clause 1.2.4 d, "it is mentioned that minimum power generation capacity to be achieved is approximately 28 MW at full scale operations."</p> <p>In clause 1.1.3, it is mentioned that "MSW Capacity in TPD is 3000 (+20%)".</p>	Reply as per S.No. 1 above.

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				<p>Considering the processing of 3600 TPD MSW the power generation can go up to as high as approx. 36 MW and even higher.</p> <p>Please also add that Max, power generation shall be 36 MW and accordingly PPA should also be done for "36 MW and above" Installed Capacity.</p>	
16.	RFP	Page No. 14 & Clause no. 1.6.1	The Concessionaire shall need to pay land lease charges to the Authority of Rs. 20 Lakhs/annum/acre (for the first 12 years from the date of commercial operation of the Project and Rs. 25 Lakhs/annum/acre (for the period from 13th year from the date of commercial operation of the Project to 25th year from the date of commercial operation of the Project	<p>As, effective area of 18-20 Acres out of 35 Acres is clear from all hindrances, this lease charges of Rs. 20 Lakhs & Rs. 25 Lakhs should be charged only on this effective area.</p> <p>Rest area of 15 -17 area should not be charged for lease rent or charged at half of effective area lease charges.</p>	The Land Lease charges would be applicable on the area of land utilized by the Concessionaire in its plant design and specifications.
17.	RFP	Page No. 14 & Clause no. 1.6.2	<p>Computation of disposal charges at SLF maintained by NDMC:</p> <p>....the Concessionaire shall need to pay disposal charges to the Authority of Rs. 300/- per tonne (for the first 12 years from the date of commercial operation of the Project and Rs. 400/- per tonne (for the period from 13th year from the date of commercial operation of the Project to 25th year from the</p>	Disposal charges should be calculated after subtracting Quenching water as mention in Point No. 3 above.	As per RFP

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			date of commercial operation of the Project).		
18.	RFP	Page No. 32& Clause no. 2.22	Bid security of Rs 6.14 cr. to be furnished vide Rs 20 lacs DD and balance as BG	We request the BG amount to be reduced to half of presently prescribed amount.	As per RFP
19.	RFP	Page No. 36 & Clause no. 3.1.1 a	<p>Qualifying Criteria:</p> <p>i. experience of development of at least one project of WtE plant based on Municipal Solid Waste (MSW) of 1000 TPD or higher, in last ten (10) financial years prior to Bid Due Date in India or Abroad. The project shall have been under operation for at least one-year post COD; AND</p> <p>ii. experience of 1 (one) year of operation and maintenance of at least one project of WTE plant based on Municipal Solid Waste (MSW) of 1000 TPD or higher, in last ten (10) financial years prior to Bid Due Date in India or Abroad.</p>	<p>We JBM Environment Management Pvt Ltd are very keen to bid for MSW to Energy Facility at Narela, Bawana, Delhi. We are successfully operating India's First Integrated Solid Waste Management (ISWM) Project of capacity 550 TPD for Sonapat, Panipat, Samalkha & Ganaur Cluster. Under this ISWM Project, we have developed 550 TPD of waste to Energy Plant. Currently, we are doing Collection & Transportation as well as successfully operating the Waste to Energy Plant for more than one year.</p> <p>Moreover, development of WTE Projects based on combustion through boiler are designed in modules. Standard boiler capacity for these WTE plants ranges from 500 TPD to 750 TPD. For higher capacity projects, number of modules are being increased. Like a 1000 TPD Waste to Energy Project will have 2X500 TPD Boilers.</p>	Reply as per S.No. 5 above.

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				<i>Hence, we request to kindly change the Technical Capacity criteria from 1000 TPD to 500 TPD or higher for development of at least one project of WTE based on MSW. We further request to prescribe: the experience of 1 year of Operation & Maintenance of at least one project of WTE plant based on MSW of 500 TPD or higher,</i>	
20.	RFP	Page No. 86 & Appendix-E, II, Point 3	Prescription of compensation for short supply of feedstock: Providing minimum assured quantities of 2400 TPD of MSW generated on daily basis at the Project site during the Concession period.	We request to add this clause: If the quantity of MSW received at Project Site is less than assured quantity of 2400 TPD (average of last 10 days), the Concessionaire shall be reimbursed with suitable fees/charges for loss of revenue due to less power generation against minimum power generation of 28 MW.	As per RFP and reply in S.No. 1 above.
21.	CA	Page 22 & Clause No. 2.2.1.2 a	The Concessionaire shall be deemed to have fulfilled its Conditions Precedent when the Concessionaire shall have, within 180 (One Hundred and Eighty) days of the Execution Date: a. procured all the Applicable Permits and approvals, as may be necessary for the commencement of development of the Project, unconditionally or if subject to conditions, then all such	As the stipulated plant capacity is 28 MW, the project requires to obtain an Environment Clearance from MOEF&CC, Govt. of India. The process itself takes 12 months with lot of uncertain activities which involves Govt. approvals & Public participation like Public Hearing. <i>We request Corporation of Delhi itself to take Environment</i>	As per RFP and reply in S.No. 2 above.

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			conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits and approvals shall be in full force and effect;	<i>Clearance (EC) and Consent to Establish (CTE).</i> <i>The Zero date for 24 months of Construction of Project should start from the grant of Consent to Establish Date.</i>	
22.	CA	Page No. 22 & Clause 2.2.1.2 h	procured at its own cost, water connection, power connection and other service connections to the Site.	We request Corporation of Delhi to make available sources of water for construction of plant. Fees & other taxes will be paid by the Concessionaire.	As per RFP
23.	CA	Page No. 32 & Clause 5.3.4 C	Pre-processing-cum-RDF Plant of required capacity for temporary storage of waste and for further segregation, sorting and recovery of recyclables / non-recyclables / inert etc. The recyclable fraction like plastic, metals, C&D waste are to be channelized to authorized recyclers. The non-recyclable/ combustible waste is to be sent to a Waste to Energy boiler.	Inert & processing waste disposal is limited to 20% of incoming waste and a good amount of fees is being charged for its disposal in SLF. <i>The project is being designed for Municipal Solid Waste (MSW). We request "Construction & Demolition (C&D) Debris" or "Debris" as defined under Clause 1.1.22 should be included in "Excluded Waste" Definition under clause 1.1.49.</i>	Clause No. 1.1.49 of the Concession Agreement, to be read as follows: "Excluded Waste" means waste material of the nature that the Project are not designed or authorized to receive, manage, process and dispose which includes (i) Hazardous Waste, (ii) Bio-Medical Waste, (iii) Dead Remains and (iv) Construction & Demolition Waste. Accordingly, the Clause no. 5.3.4 (c) at page no. 32 of Concession Agreement to be read as: "Pre-processing-cum-RDF Plant of required capacity for temporary storage of waste and for further segregation, sorting and recovery of recyclables / non-recyclables / inert etc. The recyclable fraction

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					like plastic, metals, etc. are to be channelized to authorized recyclers. The non-recyclable/combustible waste is to be sent to a Waste to Energy boiler".
24.	PPA	Page No. 8 & Article 1, 1.1	shall mean ----- --- wherein the Seller shall inject power. The metering for sale of power shall be done at this point. All charges and losses up to the Delivery Point shall be borne by the Seller and after the Delivery Point by the Procurer;	Kindly clarify the Definition of Delivery point. As per our understanding the Delivery point means the nearest sub-station and the scope of transmission line up to the Sub-station is with Seller. Any, construction or equipment at Delivery point shall be in Procurer Scope.	Delivery point refers to the nearest sub-station as mentioned in clause 5.5.2 of TEFR. With respect to the scope of seller in reference to the delivery point, bidders are suggested to refer the details of "Delivery Point" and "Delivery Facilities" given in Clause 1.1 (Definitions) of draft PPA.
25.	PPA	Page No. 36 & Clause 10.3.1 A (v)	Grid failure or non-availability, not attributable to the Procurer.	We request to add this clause: In case of Grid Failure or non-availability of grid beyond 2 hours attributable to The Procurer, the Concessionaire shall be reimbursed with suitable fees/charges for loss of revenue due to less power generation against minimum power generation of 28 MW.	As per RFP
26.	Corrigendum No. 1	Page No. 1 & Table Sl. No. 5	Bid Due Date - 12.09.2022 at 03:00 PM (IST)	Our Ask: We request to extend the Bid Due Date by at least one month to 12.10.2022. Justification: The project is of scale 3000 TPD MSW which required detailed working on many aspects like:	As per RFP

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				<p>a. waste characterization for design of pre-processing system & boiler</p> <p>b. Site survey to decide the plant layout for suitably locating 5 to 7 lines of pre-processing facility and Waste to energy plant within the provided land area.</p> <p>c. Working on project financials considering latest technologies worldwide and cost-economic analysis.</p>	
27.	TEFR	Page No. 83, Annexure-1	Layout Plan for Proposed WTE Facility at Narela-Bawana	<p>Our Ask: <i>Topography of Proposed site along with surrounding features like canal, canal bund, some area of adjacent Ramky Plant, etc. should be provided in Autocad format to understand the level of site plot.</i></p> <p><i>We may look on the option of putting Pre-processing plant for MSW at some another location (may be at the SLF land) and bring RDF to WTE Plant at Present Location.</i></p> <p>Justification: It is very difficult to set up 3600 TPD pre-processing plant along with WTE plant on this provided land due to constraints of HT Lines, HT Poles and Natural Water drain. Even if DTL transmission line is shifted, it is</p>	<p>The layout of the proposed land, showing the available area is attached at Annexure-II.</p> <p>The AutoCAD file of the same may be collected from the Office of Executive (WtE) DEMS, Room No. 1901, 19th Floor, E-1 Block, Dr. S.P.M. Civic Centre, Minto Road, New Delhi – 110002.</p> <p>For any additional site survey requirements, the bidders are suggested to conduct on their own.</p>

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				difficult to plan ramp for movement of MSW Vehicles due to power grid transmission Lines.	
28.	TEFR	Page No. 56, Clause No.6.1	Capex Cost Involved	<p>Our Ask: <i>We request to re-estimate the Total Capex Required with the given conditions of HT Poles, Natural water drain and low level of proposed site. Accordingly, re-workout the VGF Support and provide Tipping fees along with Bidded Tariff.</i></p> <p>Justification: If Project needs to be done with the given conditions of HT Poles, Natural water drain and low level of proposed site, the cost of project will be very high and the project may become unviable without additional support from NDMC.</p>	As per RFP
29.	TEFR	Page No. 56, Clause No.5.3.2	HT Power Lines at the proposed site	<p>The height of Power Grid Transmission Lines is required to check the possibility of passing big vessels/equipment vehicles below the lines.</p> <p>Final decision should be provided on shifting of one Transmission Line of Delhi Transco Limited (DTL).</p>	The Authority has decided to pursue for relocation of one HT line that is under jurisdiction of DTL. Necessary coordination, in this regard, has been initiated with the DTL & PowerGrid. Depending upon the feasibility & location of the shifting, approx. 15 acres of effective land would be handed over to concessionaire.

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					Please refer to the HT line marking, as shown in the layout in Annexure-II.
30.	RFP & CA	1.1.2 of RFP & 1.1.89 of CA (Introduction)	The Authority has earmarked a land parcel of approximately 35 acres (effective area 18-20 acres) at Narela-Bawana, Delhi ("Project Land"), for setting up the proposed facility.	It is requested to provide the demarcation of the effective land (GPS coordinates of the corners of the plot) for construction of plant, to determine the feasibility of establishing of plant.	Reply as per S.No. 27 above.
31.	RFP & CA	1.1.6 of RFP & 1.1.28, 1.1.30 of CA (Introduction)	The Concession Period shall be for a period of 27 ("Twenty -Seven Years") years from the Appointed Date. For clarification, the Concession Period shall include: a) Construction Period of 2 (two) years (for project construction, commissioning and achieving COD).....	1. As the capacity of plant is greater than 25 MW, Environment Clearance needs to be obtained from MOEFF & CC and also other statutory clearances and Consent to Establish needs to be obtained from Competent Authority. This process requires considerable amount of time. Hence we request you to start the zero date (Effective date) for Construction Period from the date of obtaining EC. 2. Since plant is to be designed for the Disposing 3600 TPD of MSW, construction period must be increased to 2.5 Years from existing 2 Years.	As per RFP
32.	RFP	1.2.3 of RFP & Annexure-1, Scope of Work, I 1 (a) (Proposed Technology)	The Bidder needs to ensure the following: e) in any case, limit the inert and other processing reject from the waste maximum up to 20% amount and disposed of in the Sanitary Landfill.	Since rejects has been limited to 20 %, we request MCD not to Supply any C & D waste with MSW. Further, concessionaire will have right to reject the vehicle having weight more than a pre-decided maximum limit.	Reply as per S.No. 23 above.


S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
33.	RFP & CA	1.3.11 & Clause No. H of CA (Brief Description of Bidding Process)	The Authority has engaged a Transaction Advisor for preparing the Feasibility Report, Bid Documents and provide assistance in Bid Process Management. The entire cost of this exercise shall be reimbursable by the successful bidder to the Authority, the sum of which comes to be INR 30,00,000 plus GST and/or other applicable taxes.	Since it is pre-bid activity selected Bidder should not be burdened with additional charges of Rs 30 Lakhs + GST. MCD needs to bear the expenses.	As per RFP
34.	RFP	1.4 of Schedule of Bidding Process	Bid Due date: 12.09.2022	Time duration for preparation of bid is too short we request you to kindly extend the Bid Due date by 1 Month from response to queries by MCD.	As per RFP
35.	RFP & CA	1.5.1 of RFP & 9.3 of CA of Viability Gap Funding	1. Placement of order for Boiler, Turbo-generator and Air Pollution Control (APC) equipment accompanied with payment of advance- 25% 2. Erection of Boiler, Turbo-generator and Air Pollution Control (APC) etc. at Project Site- 35%.	Request you to kindly consider following changes in FIRST THREE milestones: 1. Placement of order for Boiler, Turbo-generator and Air Pollution Control (APC) equipment accompanied with payment of advance- 35%. (As initial requirement of cash flow is Higher). 2. Hydro test of Boilers, Erection of Turbine Generator, APC at Project Site- 35%. 3. Completion of successful trial operation for a continuous period of 72 hours for demonstrating compliance of installed capacity of the project to be witnessed by	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				representatives of MCD and Delhi DISCOMs -20%	
36.	RFP & CA	1.6.1 of RFP & 9.1 of CA of Land Lease and Reject Handling Charges	The Concessionaire shall need to pay land lease charges to the Authority of Rs. 20 Lakhs/annum/acre (for the first 12 years from the date of commercial operation of the Project and Rs. 25 Lakhs/annum/acre (for the period from 13th year from the date of commercial operation of the Project to 25th year from the date of commercial operation of the Project).	The Land Lease Charges are very High as this is public utility Project the Land Lease charges should be nominal say Rs 101/Annum/Acre. Further Land Lease Charges should be applicable only on the area covered by Plant and Machinery and not on Green Belt area.	As per RFP
37.	RFP & CA	1.6.2 of RFP & 9.2 of CA of Land Lease and Reject Handling Charges	The inert and other processing rejects need to be transported by the Concessionaire to the Sultanpur Dabas Sanitary Landfill site (SLF). For this purpose, the Concessionaire shall need to pay disposal charges to the Authority of Rs. 300/- per ton (for the first 12 years from the date of commercial operation of the Project and Rs. 400/- per ton (for the period from 13th year from the date of commercial operation of the Project to 25th year from the date of commercial operation of the Project). Note: 1. In case, the construction of SLF at Sultanpur Dabas shall not	As the Distance between proposed SLF and Plant is 8 Km (approx.) and transportation charges for Inert and other Processing rejects is to be borne by Concessionaire therefore we request you to kindly waive off of Disposal Charges. It is further requested to kindly ensure construction of SLF is completed before COD of WtE Plant otherwise Transportation Charges for Disposing Ash and Inert will increase manifold.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			<p>complete, till the achievement of COD for WtE Project, the Authority shall provide alternative land for the disposal of inert and other processing rejects. In this case, the Authority shall allow the Concessionaire to dispose the inert and other processing rejects at Bhalswa dumpsite or at any other suitable land within a lead distance of 20 KM.</p> <p>2. If, in any case, the location of the disposal site provided by the Authority shall be more than the lead distance of 20 km from the WtE project site, then the increase in transportation cost shall be borne by MCD as mutually decided on the basis of approved prevailing rates of DSR and circulated rates.</p>		
38.	RFP	2.22.1 of Bid Security & Performance Security	The Bidder shall furnish as part of its Bid, a bid security worth INR 6,14,26,000/- (INR Six Crores, Fourteen Lakhs and Twenty-six Thousand only) (the "Bid Security"). For this purpose, an amount of Rs. 20.00 Lakhs (Twenty Lakhs) against the mentioned EMD amount must be submitted through Demand Draft in favor of "Commissioner, Municipal Corporation of Delhi (MCD) " payable at Delhi (the "Demand Draft"). Remaining EMD amount of 5,94,26000 (Five	The Bid Security shall be in form of Bank Guarantee/Fixed Deposit Receipt as this is standard practice in line with Tendering Process.	<p>As per RFP</p> <p>Clause 1.1.18 of draft CA, to be read as follows:</p> <p>"Bid Security" means the security provided by the Selected Bidder to the Authority along with the Bid in a sum of INR 6,14,26,000/- (INR Six Crores, Fourteen Lakhs and Twenty-six Thousand only) in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security.</p>

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			Crores, Ninety-Four Lakhs and Twenty-six Thousand only) must be submitted by the Bidder in the form of a bank guarantee / fixed deposit receipt issued by a Scheduled Bank in India.		
39.	RFP	2.22.4 (a) of Bid Security & Performance Security	Performance Security During Construction	There seems to be Typographical error the amount in figures and words are different.	In Clause 2.22.4 (a) of RFP & Clause (B) of Annexure-6 in CA, the amount in words w.r.t Performance Security During Construction, to be read as: "INR Eighteen Crores, Twelve Lakhs and Seventy-Eight Thousand only"
40.	RFP	5.1 of Financial Offer	Financial Offer	It is proposed that 50% of the quoted Tariff for that financial Year should be escalated at the rate of WPI (Whole sale Pricing Index for all commodity) to account for the inflation in the pricing index.	As per RFP
41.	RFP	II of Appendix-E	Roles and Responsibilities of MCD: 6. Facilitating concessionaire for sale of end products made in the proposed facility viz. Electricity, CBG, Compost, RDF etc.	MCD must Purchase or need to ensure tie up with vendors for purchase of Compost and Bricks from the processed facility.	As per RFP
42.	RFP	II B. of Appendix-E	Emission standard	Parameter for Particular matter like HCl, HF, SO ₂ , NO _x , VOC, CO shall be as per emission norms of MoEF & CC and remaining Parameter which are not available in MoEF&CC guidelines will be as per European Norms.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)						
43.			General	MCD shall provide make up water at the input of Raw water Reservoir in the plant as it is difficult to work at others premises and there could always be an issue of ROW.	As per RFP						
44.	CA	3.1.a of Article-3, Site	The Authority shall, within 30 (Thirty) days from the Execution Date, handover the Project Site to the Concessionaire on as-is-where-is basis, free from Encumbrance, for the purpose of implementing the Project.	Since The land is primarily being used for agriculture purpose change of land usage shall be provided by MCD, before signing of Concession Agreement.	As per RFP						
45.			General	The GCV of input MSW is very low (950 Kcal/Kg as per FR). Initial quantity of MSW is 2400 MT. Achieving 75% PLF with 28 MW (In FR calculation of 28 MW is done on 3000 TPD) plant capacity will be difficult so kindly allow 1st year PLF > 60% and second Year onwards PLF to be 70%	<div>The successful bidder needs to meet the following PLF:<table><tr><td>During stabilisation period</td><td>65%</td></tr><tr><td>During the remaining period of the 1st year (after stabilization period)</td><td>65%</td></tr><tr><td>2nd year onwards</td><td>80%</td></tr></table></div> <div>The stabilization period shall not be more than 6 months from the date of commercial operation of the project.</div>	During stabilisation period	65%	During the remaining period of the 1 st year (after stabilization period)	65%	2 nd year onwards	80%
During stabilisation period	65%										
During the remaining period of the 1 st year (after stabilization period)	65%										
2 nd year onwards	80%										
46.			General	It is presumed that bay for Power evacuation is available at DSIIDC 220/66 KV Bawana Sub-station located around 1 to 1.5 km. (as the costing will substantially increase if location of substation is changed.)	Reply as per S.No. 24 above.						

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
47.				<p>In reference to the tender, we have visited the land parcel allocated by authority for development of waste to energy facility, in this regard we have following observation which need to be addressed before submission of tender:</p> <ol style="list-style-type: none"> 1. Approach road to the site needs to be clearly demarcated by the authority with the feasibility for movement of heavy construction equipment and materials.(Google View of the site attached here for reference.) 2. Drain passing through the allocated land parcel needs to be relocated/diverted for the optimum utilization of the land. 3. Overflow connection from Yamuna Canal towards the site are there which may create flooding of land during monsoon season, please address the issue. 4. Agriculture activities are ongoing at the allocated land parcel, authority must ensure that land is free from any encumbrances before handing over to successful bidder. 	As per RFP
48.			General	In view of the above, we request authority to conduct a joint site visit with the bidders and representative of authority to	Site visit carried out on 22.08.2022.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				have a clear demarcation of allocated land parcel.	
49.			Performance Security During Construction	Performance Security Bank Guarantee is to be returned by MCD after 1 year from COD of the Plant.	As per RFP
50.	CA	2.2.1.2 of Conditions Precedent for Concessionaire	The obligations of the Authority hereunder are subject to the satisfaction in full of the following Conditions Precedent of the Concessionaire. The Concessionaire shall be deemed to have fulfilled its Conditions Precedent when the Concessionaire shall have, within 180 (One Hundred and Eighty) days of the Execution Date	As the capacity of plant is greater than 25 MW, Environment Clearance needs to be obtained from MOEFF & CC and other statutory clearances and Consent to Establish needs to be obtained from Competent Authority. This process requires considerable amount of time. Hence, we request Authority to increase the timeline for fulfilment of Conditions Precedent from 180 days to 365 days.	Reply as per S.No. 2 above.
51.	CA	4.7 of Independent Engineer	Remuneration: The remuneration, cost and expenses of the Independent Engineer shall be borne by the Parties equally.	We request you to kindly bear the cost and expenses for the independent engineer or provide the cost estimate for tariff build-up.	As per RFP
52.	CA	6.3.2 of FINANCIAL CLOSURE AND SUBSTITUTION AGREEMENT	The Concessionaire hereby agrees and undertakes that it shall achieve Financial Closure within 180 (One Hundred and Eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 30 (Thirty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1%	As the project of this magnitude required various statutory clearance including EC, and no financial institute will be ready to fund the project without this statutory clearance therefore we request Authority to extend the period to achieve Financial Closure from 180 days to 365 days.	Reply as per S.No. 2 above.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			(Zero Point One Per Cent) of the Performance Security for each day of delay.		
53.	CA	12.2 of Concessionaire Event of Default	The Concessionaire has failed to process the Municipal Solid Waste at the proposed site for a continuous period of 3 (Three) days or an aggregate period of 7 (Seven) days in any month; this period shall be exclusive of the maintenance schedule of the Processing Facility;	The Concessionaire has failed to process the Municipal Solid Waste at the proposed site for a continuous period of 3 (Three) days or an aggregate period of 7 (Seven) days in any month; this period shall be exclusive of the maintenance and Forced Break down schedule of the Plant.	As per RFP
54.	CA	Annexure-1, I, (a), (g) of Scope of Work	C&D waste are to be channelized to authorized recyclers. In no case, should this quantity exceed 20% of total waste quantities.	Determination of the Rejected Waste at Weighbridge: (a) If the Weighbridge determines that a consignment, other than a consignment of Organic Waste, has a density greater than, (i) In the case of an open truck, five hundred and fifty kilograms per cubic meter (550 kg/m ³) and (ii) In the case of a compactor truck, eight hundred fifty kilograms per cubic meter (850 kg/m ³) then, the relevant consignment shall be rejected and the truck shall not be allowed to unload the consignment. MCD hereby agrees that in order to enable the screening to be carried out effectively, it shall adhere to the MSW Quality as per SWM - 2016.	Reply as per S.No. 23 above.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				The quantity of Rejected Waste identified during a period, shall be deducted from the MSW being supplied by MCD while determining whether MCD has delivered the MSW Quantity for such relevant period.	
55.	CA	Annexure-1, II, 3 of Scope of Work	Providing minimum assured quantities of 2400 TPD of MSW generated on daily basis at the Project site during the Concession period.	MCD has identify 2400 MTD as minimum assured qtm. In case MCD fails to deliver the assured Quantity it shall pay Concessionaire a pre-agreed reasonable compensation	As per RFP
56.	PPA	1.1 of Definition	Due Date: Shall mean the sixtieth (60th) Day after a Monthly Bill or a Supplementary Bill is received by the Procurer, if such Day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the Procurer;	Due Date: Shall mean the Fifteen (15th) Day after a Monthly Bill or a Supplementary Bill is received by the Procurer, if such Day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the Procurer;	As per RFP
57.	PPA	1.1 of Definition	shall mean ----- --- wherein the Seller shall inject power. The metering for sale of power shall be done at this point. All charges and losses up to the Delivery Point shall be borne by the Seller and after the Delivery Point by the Procurer;	It is presumed that bay for Power evacuation is available at DSII DC 220/66 KV Bawana Sub-station located around 1 to 1.5 km. (as the costing will substantially increase if location of substation is changed.)	As per RFP
58.	PPA	1.1 of Definition	Shall mean either a Monthly Bill/Supplementary Bill or a Monthly Invoice/Supplementary Invoice raised by any of the	We request Authority to Modify Definition and include Late Payment Surcharge Invoice In the definition for Invoice or Bill- "Shall mean either a Monthly	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			Parties based on energy account issued by SLDC;	Bill/Supplementary Bill/Late Payment Surcharge Bill or a Monthly Invoice/Supplementary Invoice/Late Payment Surcharge Invoice raised by any of the Parties based on energy account issued by SLDC;	
59.	PPA	1.1 of Definition	Contracted Capacity: Shall mean the installed capacity in the ratio given in clause 3.4.2 or any other ratio allocated by DERC from time to time for supply by the Seller to the Procurer at the Delivery Point which has been generated from the Waste to Energy Project;	Contracted Capacity: Shall mean the Allocated capacity in the ratio given in clause 3.4.2 or any other ratio allocated by DERC from time to time for supply by the Seller to the Procurer at the Delivery Point which has been generated from the Waste to Energy Project;	As per RFP
60.	PPA	1.1 of Definition- Scheduled COD	Shall be the date which shall be no later than 30 months from the date of execution of concession agreement	Request Authority to Change the definition: Shall be the date which shall be no longer than 48 months from the date of execution of Concession Agreement. (In line with our request for extension of Construction period and Condition Precedent.)	Reply as per S.No. 2 above.
61.	CA	2.1.6 of Sharing of CDM Benefit	Sharing of CDM Benefits The proceeds of carbon credits from the Project (Contracted Capacity) shall be shared between the Concessionaire and the Authority in the following manner: i. 75% of the gross proceeds on account of carbon credits benefit shall be retained by the Concessionaire.	We request Authority to be considerate in the matter since registering project for CDM benefit requires substantial investment and by sharing the benefit with all Parties (Authority and Procurers) will eventually result in high tariff bid by the parties.	Reply as per S.No. 10 above.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			ii. Remaining 25% to be of the gross proceeds on account of carbon credits benefit shall be shared by the Concessionaire with the Authority.		
62.	PPA	3.4.2	Procurement Ratio from Waste to Energy Plant to BRPL, BYPL, TPDDL & NDMC	We request authority to define Percentage Share of each DISCOM	The same shall be decided by DERC, during execution of the PPA.
63.	PPA	4.1.2 of Commercial Operation	Commercial Operation: Date of commercial operation shall mean the date declared by the generating company after demonstrating the maximum continuous rating (MCR) or the installed capacity (IC) through a successful trial operation for a continuous period of Twenty four (24) hours at or above 90% of Contracted Capacity after advance notice of 7 days to the Procurer and Delhi SLDC, if any, and in case of the generating station as a whole, the date of commercial operation of the last generating unit or block of the generating station:	"Commercial Operation: Date of commercial operation for each Unit/Boiler shall mean the date declared by the generating company after demonstrating the maximum continuous rating (MCR) of that Unit/Boiler through a successful trial operation for a continuous period of Twenty four (24) hours at or above 90% of Contracted Capacity corresponding to that Unit/Boiler after advance notice of 7 days to the Procurer and Delhi SLDC, if any, and in case of the generating station as a whole, the date of commercial operation of the last unit/Boiler of the generating station"-This modification in clause will help in achieving Partial COD as per RFP document.	As per RFP
64.	PPA	8.3 7 of Taxes & Duties	The Tariff and the Incentives (if any) payable by the Procurer in terms of this Agreement shall be inclusive of all Taxes save and including the Service Tax, Value Added Tax or General Sales Tax,	The Tariff and the Incentives (if any) payable by the Procurer in terms of this Agreement shall be exclusive of all Taxes save and including the Service Tax, Value Added Tax or General Sales	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			or any replacement thereof (such as Goods and Service Tax), and any such Tax, if applicable, which shall be paid by the Seller and reimbursed by the Procurer, upon submission of necessary particulars by the Seller if applicable, only after DERC approval.	Tax, electricity duty or any replacement thereof (such as Goods and Service Tax), and any such Tax, if applicable, which shall be paid by the Seller and reimbursed by the Procurer, upon submission of necessary particulars by the Seller if applicable, only after DERC approval.	
65.	PPA	15.9.2 of Taxes & Duties	Procurers shall be indemnified and held harmless by the Seller against any claims that may be made against Procurer in relation to the matters set out in Article 15.9.1. The Seller authorizes the Procurer to adjust any such liability against the Tariff Payments due to the Seller. Procurer shall provide documentary evidence of any such payment being made.	Seller shall be pay all statutory Taxes and Duties mentioned in Article 15.9.1 and reimbursed by the Procurer, upon submission of necessary particulars by the seller if applicable.	As per RFP
66.	PPA	Schedule 2, 1.2.1 of Tariff	The monthly Tariff payment for supply during any month 'm' in a Contract Year 'n' shall be calculated as below: $FC_m = FC_{yn} * Sem$	50% of the tariff for each accounting year shall be revised annually to reflect the variation in Whole Sale Pricing (WPI) index for all commodity to account for inflation of Pricing Index.	As per RFP
67.	PPA	Article 9, 9.2 of BILLING AND PAYMENT	The Seller shall draw startup power from Grid/ STU ----- -----or startup of the power plant from time to time during the tenure of this Agreement. Settlement of account of such power shall be governed as per	The seller shall draw start-up power from Grid /STU at _____ sub-station of DTL for start-up of the power plant, both before and after COD, from time to time during the tenure of this agreement.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			DERC Regulations/ Delhi Grid Code/ any other relevant Regulations in force.	Settlement of account of such power, before COD, shall be governed as per DERC regulations /Delhi grid code /any other relevant regulation /grid code in force. And after COD, start-up power shall be settled by net (injection minus drawl) billing mechanism at the same rate of tariff for corresponding year.	
68.			General	It is requested, Authority to kindly provide Soil Investigation Report and Raw Water Analysis Report for the supplied Water from Pragati Thermal Station for Technical Due Diligence.	As per RFP
69.			General	Please specify GCV of the Waste to be made available.	As per RFP
70.	RFP	Appendix B5, Financial Eligibility of The Bidder	Financial Capacity: The Bidder should have a minimum Net Worth of Rs. 151 Crores (One Hundred and Fifty-One Crore Only) in last 5 Financial Years preceding the bid due date, as per the audited annual financial statements.	Authority is requested to add following -"In case an applicant is a subsidiary of another company incorporated in India, the net worth of such holding company/ultimate Holding company may also be considered: Provided that, in such case, the applicant must continue to be a subsidiary of such holding company/ultimate Holding company until such time the applicant meets the aforementioned net worth threshold."	Please refer to the Clause 2.2.5 of the RFP and Clause 1.1.13 of the CA, for better understanding.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
71.			Site Visit	<p>Request Authority to consider following:</p> <ol style="list-style-type: none"> 1. Since allocated Land parcel is close to residential DDA housing society and seems to be under buffer zone of the plant, we request authority to obtain the EC on behalf of the Selected Bidder. 2. Approach Road should be made available by MCD before signing of Concession Agreement. 3. Authority must consider moving of at least one transmission line adjacent to canal side and raising height of other two remaining transmission lines for effective utilization of proposed land. 4. Request authority to arrange for permission from concern department for Covering/laying down Hume pipes over drainpassing through the allocated land. 5. Prima facie it seems that estimated project cost of Rs. 604 Cr. is on lower side as civil cost of the project will be on higher side considering the constraints at the site. Also, execution of project requires higher capital. we request authority to re-look into the matter and revise the project cost and in turn increase 	<p>As per RFP (except for S.No.3)</p> <p>For S.No.3, Reply as per S.No. 29 above.</p>

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				<p>the VGF.</p> <p>6. We further request authority to conduct Soil investigation at the proposed site and share report with Bidders as it is required for determine the near exact civil cost of the project for bidding purpose. (since agriculture activity is ongoing at the allocated land farmers may object any activity carried out by third party on the land.)</p> <p>7. As requested earlier, considering all the challenges we request authority to increase the Construction Period to be 2.5 Years from EC or Change in Land Usage whichever is later.</p>	
72.	Corrigendum-3		Bid Due Date: 16.09.2022	Time duration for preparation of bid is too short we request you to kindly extend the Bid Due date minimum by 1 Month from response to queries by MCD.	As per RFP
73.	RFP	Clause 2.18.1, Sealing and Marking of Bids	The Bidder shall submit the Qualification Bid in the formats specified under Appendix-I on the e-Tender Portal and upload the scanned version of the documents comprising the Enclosures of Bid (digitally signed wherever required) on the e-Tender Portal.	We request Authority to kindly arrange a demo for Bid submission on online portal or share a power point presentation on detailing step by step instruction on How to upload Bid one-tender portal.	As per RFP
74.	RFP	Page No. 7 & Clause 1.1.2	Authority has decided to select an entity for development, operation, and maintenance of Waste to Energy (WtE) processing facility of	Authority has decided to select an entity for development, operation, and maintenance of Waste to Energy (WtE) processing facility of 3,000 (±	Reply as per S.No. 1 above.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			3000 (\pm 20%) TPD to 28 MW power generation capacity.	10%) TPD to 28 MW power generation capacity.	
75.	RFP	Page No. 7 & Clause II (3) of Appendix-E	Providing minimum assured quantities of 2,400 TPD of MSW generated on daily basis at the Project site during the Concession period.	\pm 20% is a very high variation for 3,000 TPD total capacity of the Plant. The window may be narrowed down to \pm 10% for better clarity on revenue calculation.	Reply as per S.No. 1 above.
76.	RFP	Page No. 7 & Clause 1.1.2	The Authority has earmarked a land parcel of approximately 35 acres (effective area 18-20 acres ¹) at Narela-Bawana, Delhi ("Project Land"), for setting up the proposed facility	The Authority is requested to define the exact area earmarked for the project from the 35-acre land parcel	Reply as per S.No. 27 above.
77.	RFP	Page No. 8 & Clause 1.1.5	The draft Concession Agreement and draft Power Purchase Agreement (PPA) have also been provided to the Bidders.	CA and PPA are not attached with the documents published by the Authority. It is hence requested to provide them to bidders for better understanding of the Project.	Please refer to the Corrigendum No. 2; dated: 8 th August 2022.
78.	RFP	Page No. 11 & Clause 1.3.5	The "Bidding Documents" includes the RFP, Feasibility Report, draft Concession Agreement, draft Power Purchase Agreement which will be provided to the Bidders along with the RFP.	CA and PPA are not attached with the documents published by the Authority. It is hence requested to provide them to bidders for better understanding of the Project.	Please refer to the Corrigendum No. 2; dated: 8 th August 2022.
79.	RFP	Page No. 8 & Clause 1.2.3 (a)	The bio-degradable and recyclable content of the waste needs to be separated through a suitable Pre -processing Facility.	The mentioned clauses indicate towards mixed nature of waste which will be supplied to the WtE Plant.	As per RFP
80.	TEFR	Page No. 39 & Clause 4.4.2	The source segregation at household level is presently being practiced by the Authority in 6 Zones of erstwhile North DMC, however the required target	It is requested to either send only segregated dry waste fraction to the Plant, wherein recyclables are segregated, and rest is utilized to generate	Please refer to the waste characteristics provided in the TEFR. For any additional waste survey requirements, the bidders

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			(100% source segregation) has not been achieved so far. The problem is further compounded by inter-mixing of other waste streams in MSW.	energy, or at least mention quantity and quality of combustible fraction in the waste (3,000 TPD) through an independent 3 rd Party Study which will facilitate bidders in technology selection.	are suggested to conduct the same on their own.
81.	TEFR	Page No. 46 & Clause 5.4	The corporation is putting its best efforts to segregate the waste at source level; however, this may take some time to achieve 100% level of segregations. Therefore, the proposed WtE facility should be designed to process mixed waste also in case of any gaps in source segregation.	It is requested to either send only segregated dry waste fraction to the Plant, wherein recyclables are segregated, and rest is utilized to generate energy, or at least mention quantity and quality of combustible fraction in the waste (3,000 TPD) through an independent 3 rd Party Study which will facilitate bidders in technology selection.	Reply as per S.No. 80 above.
82.	RFP	Page No. 9 & Clause 1.2.4 (d)	Minimum power generation capacity to be achieved is approximately 28 MW at full scale operations	Definition of "Full Scale Operations". Is it 28MW from 3,000+20% = 3,600 TPD or 3,000 TPD	Please refer to the Page No. 53 (Approximate Energy Generation) in the TEFR.
83.	RFP	Page No. 9 & Clause 1.2.4 (l)	Commercially established technology (10 years of track record) and provide details such as capacity, feedstock, PLF, plant efficiency	To be modified as below: Commercially established technology and provide details such as capacity, feedstock, PLF, plant efficiency. Justification: Many novel technologies which are an amalgamation of various sub-section cutting edge advancements will not have a track record of 10 years.	As per RFP

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84.	RFP	Page No. 14 & Clause 1.6.1	The Concessionaire shall need to pay land lease charges to the Authority of Rs. 20 Lakhs/annum/acre (for the first 12 years from the date of commercial operation of the Project and Rs. 25 Lakhs/annum/acre (for the period from 13th year from the date of commercial operation of the Project to 25th year from the date of commercial operation of the Project)	To be changed as under: The Concessionaire shall need to pay minimum land lease charges to the Authority of Rs.1 per sq. meter/ year for the entire duration of Concession Period	As per RFP
85.	RFP	Page No. 16 & Clause 1.6.2	The Concessionaire shall need to pay disposal charges to the Authority of Rs. 300/- per tonne (for the first 12 years from the date of commercial operation of the Project and Rs. 400/- per tonne (for the period from 13th year from the date of commercial operation of the Project to 25th year from the date of commercial operation of the Project).	Concessionaire should not be paying any user charges for reject disposal.	As per RFP
86.	RFP	Page No. 84 & Clause 1 (g) of Appendix -E	Sanitary Landfill: The SLF will be set up by MCD at Sultanpur Dabas site. The Concessionaire will be required to transport the inert and other processing rejects to this site at its own cost.	Since, mixed waste will be provided by the Authority, it should be the responsibility of the Authority to pick up the rejects and dispose it at the mentioned SLF.	As per RFP
87.	RFP	Page No. 23 & Clause 2.4.1	Change in the composition of a Consortium will not be permitted by the Authority subsequent to the submission of the Bid during the Bidding Process	The Bidder / consortium members should be allowed to dilute their respective equity share after three years of successful operation of the project. At any point of time, the bidder / consortium members	Please refer to the Clause 5.15 (Equity Lock-in requirements) in the draft Concession Agreement.

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				should not hold less than 26% of combined equity in the project. The Authority is requested to incorporate Exit Clause in the bid documents where bidder should be given liberty to exit the contract after 3 years as mentioned above.	
88.	RFP	Page No. 27 & Clause 2.13.1	At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addendum ("Addendum"). In all cases the revised document would be deemed to completely override the contents of the earlier document	It is requested that an extension in deadline of bid submission be given for at least 3 weeks from any addendum/clarification issued in relation to the tender. This will help bidders to incorporate any major/minor changes in the bid submission effected by the addendum/clarification issued by the Authority.	As per RFP
89.	RFP	Page No. 31 & Clause 2.22.1	The Bidder shall furnish as part of its Bid, a bid security worth INR 6,14,26,000/- (INR Six Crores, Fourteen Lakhs and Twenty-six Thousand only) (the "Bid Security").	As per the Project Cost mentioned at Clause 1.1.3 on Page 7 of RFP (INR 604.26 Cr), EMD amount (1%) of Project Cost) should be INR 6,04,26,000/- instead of INR 6,14,26,000/-. May be rectified accordingly.	As per RFP
90.	RFP	Page No. 31 & Clause 2.22.4 (a)	Performance Security during construction: Successful Bidders, selected by the Authority, based on this RFP shall submit Construction Performance Security in the form of a bank guarantee in favor of MCD for a	Typological Error to be corrected as below: INR 18,12,78,000 (INR Eighteen Crores Twelve Lacs and Seventy-Eight Thousand only)	Reply as per S.No. 39 above.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			value of INR 18,12,78,000 (INR Thirty Crores Twenty-One Lakh and Thirty Thousand only) for the Project within 45 days of issuance of Letter of Award and before signing the Concession Agreement (the "Performance Security").		
91.	RFP	Page No. 36 & Clause 3.1.1 (b)(ii)	Technical Capacity shall be met by the Member of the Consortium in line with the terms mentioned in Clause 2.2.3.(f)	To be modified as below: Technical Capacity shall be met solely by the Lead Member of the Consortium.	As per RFP
92.	RFP	Page No. 41 & Clause 5.2.1	The Quoted Tariff for each year starting from the assumed commissioning mentioned in this Clause shall then be discounted up to the Bid Due Date, by applying the discount factors (based on the discount rate of 9.5%) and such aggregate discounted value for the Term of the PPA shall be divided by the sum of such discount factors so as to calculate the Levelized Tariff of each Bidder (the "Evaluated Levelized Tariff").	It is recommended that Financial Offer be based on lowest "Viability Gap Funding" amount while keeping the Evaluated Levelized Tariff fixed over the concession period.	As per RFP
93.	RFP	Page No. 83 & Clause I (1)(g) of Appendix E	Sanitary Landfill: The SLF will be set up by MCD at Sultanpur Dabas site. The Concessionaire will be required to transport the inert and other processing rejects to this site at its own cost. Only such waste, which is not suitable for any of dry and wet treatment, should be sent to Sanitary Landfill. In no case,	Last line (below) of the clause may be deleted. Since there will be no control of the concessionaire over the quality of the incoming waste, under no circumstances the Process can ensure that rejects are always below 20%.	As per RFP

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			should this quantity exceed 20% of total waste quantities.	<i>This is possible only if quality of the input material is ensured by the Authority.</i>	
94.	RFP	Page No. 85 & Clause I (6) of Appendix E	To make all arrangement for water, electricity etc. at own cost, however, MCD will provide necessary assistance, if required. All applicable taxes shall be paid by concessionaire	To be amended as below: To make all onsite arrangement for water, electricity etc. at own cost, however, MCD will provide necessary infrastructure such as access road, electricity connection, water supply, sewer line, up to the Project Site.	As per RFP
95.	TEFR	Page No. 50 & Clause 5.4.2	The compost process and the material balance are worked out for wet waste fraction of incoming municipal solid waste every day. This input is expected to yield about 355 TPD of compost.	Compost already has limited market demand and adding 355 TPD burden on the Concessionaire will lead to added financial burden.	As per RFP
96.	TEFR	Page No. 53 & Clause 5.4.4	Total power generation with the given amount of MSW, i.e., 3,000 tons per day will be: <i>Power generation = $220.93 \times 3,000 / 24 / 1000 = 27.62 \text{ MW}$ (~28 MW)</i> <i>Therefore, the plant will be able to generate approximately 28 MW energy.</i>	As per the Document, Authority will supply mixed waste to the Plant consisting of 20% rejects in addition to organic waste (~45%) and recyclable content. This leaves around 1,000-1,200 TPD of combustible component which will generate energy. Hence, project will be able to generate Power as per below formula: Power generation = $220.93 \times 1,200 / 24 / 1000 = 11.04 \text{ MW}$ (~11 MW)	Please refer to the reply as per S.No. 82 above.

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97.	CA	Page No. 22 & Clause 2.2.1.2 (b)	“executed the Financial Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;”	To be deleted as clause 2.2.1.2 (c) covers the same intent.	As per RFP
98.	CA	Page No. 22 & Clause 2.2.1.2 (d)	“achieved Financial Close and delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;”	To be deleted as clause 2.2.1.2 (c) covers the same intent.	Clause 2.2.1.2 (d) at page no. 22 of the draft CA, to be read as: “delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;”
99.	CA	Page No. 22 & Clause 2.2.1.2 (e)	“executed and procured execution of Escrow Agreement in terms of Article 10;”	To be Deleted	As per RFP
100.	CA	Page No. 22 & Clause 2.2.1.2 (a)	<i>“executed and procured execution of Substitution Agreement;”</i>	To be Deleted	As per RFP
101.	CA	Page No. 22 & Clause 2.2.1.2 (a)	“procured all the Applicable Permits and approvals, as may be necessary for the commencement of development of the Project, unconditionally or if the subject to condition, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits and approvals shall be in full force and effect;”	In case of delay in the procurement of the Applicable Permits and approvals from the concerned department, the Authority shall grant equitable extension to the Concessionaire for the fulfillment of the same.	As per RFP

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102.	CA	Page No. 22-23 & Clause 2.2.2.2	<p>“Each Party shall make all reasonable endeavors at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent relating to it within a period of 180 (One Hundred and Eighty) days from the Execution Date, unless specified otherwise.</p> <p>The later of the date within such time when the Authority or the Concessionaire fulfils its Conditions Precedent shall be considered as Appointed Date from which the Concession Period shall commence and respective obligations of the Parties hereunder shall commence (“Appointed Date”). Without prejudice to the aforesaid provisions, in the event Appointed Date does not occur within 180 (One Hundred and Eighty) days of the date of this Agreement or any extended period specified under this Agreement, then all rights, privileges, claim and entitlements of the Concessionaire hereunder shall be deemed to have been waived, and shall cease to have effect with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual consent of the Parties. In case such termination happens by</p>	The Right to terminate the Agreement should only vest in case of non-fulfillment of the Conditions Precedents for reasons solely attributable to the Concessionaire.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			reason of failure of the Concessionaire to fulfil or procure waiver of its Conditions Precedent in accordance with terms hereof, then the Bid Security or equivalent amount from Performance Security [in case furnished to replace Bid Security] shall be encashed as Damages. However, in case termination occurs by reason of non-fulfilment of Conditions Precedent by the Authority, the Authority shall return the Performance Security.”		
103.	CA	Page No. 33 & Clause 5.4	“Commencing from the COD, the Authority shall, during the Operation and Maintenance Period, be responsible for providing MSW at the receipt point of the Processing Facility either by itself or through it nominated agencies, at no cost to the Concessionaire, The Authority shall supply and make available to the Concessionaire during each day, MSW in accordance with the provisions of this Agreement. The minimum assured quantities for MSW supply is 2400 TPD.”	In case MCD is not able to provide the Minimum Guaranteed Quantity of the MSW for 3 (three) days, MCD shall pay to the Concessionaire for each day such failure after the third day period, as a pre-agreed reasonable compensation an amount (“Daily Obligated Quantity Deficiency Amount”) that shall be of: a. cost incurred by the Concessionaire for obtaining the deficient quantity of MSW from third party, at the Site and b. any cost incurred by the Concessionaire in ensuring the operation of the Plant on such deficient quantity so obtained.	As per RFP

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				This amount shall be notified by the Concessionaire to the Authority on monthly basis.	
104.	CA	Page No. 29 & Clause 5.2 (i)	“enter into sub-contracts for the purposes of and subject to the terms of this Agreement;”	We understand that sub-contracting is permissible under the Concession Agreement. Therefore, we request the Authority to please confirm the same.	As per RFP
105.	CA	Page No. 40 & Clause 6.3.2	<i>“The Concessionaire hereby agrees and undertakes that it shall achieve Financial Closure within 180 (One Hundred and Eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 30 (Thirty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (Zero Point One Per Cent) of the Performance Security for each day of delay.”</i>	We request the Authority to remove the damages for the additional extension period of 30 (Thirty) days granted to the Concessionaire for the Financial Closure.	As per RFP and reply given in S.No. 2 above.
106.	CA	Page No. 48 & Clause 9.3.8	<i>“The Authority shall recover the VGF dues by exercise of the charge created in favor of the Authority over the Project Assets which the Authority may exercise at its sole discretion. The Concessionaire shall create a charge on the Project Assets in favor of the Authority to securitize the financial assistance amount provided by the Authority as VGF (Clause 9.3).”</i>	We request the Authority to remove the charge in favor of the Authority over the Project Assets for the reason being that the VGF granted by the Authority to the Concessionaire is already secured by a Bank Guarantee. Hence, requesting the Authority to delete this clause.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
107.	CA	Page No. 76 & Clause d	“Except as otherwise provided in Clause 9.3.8, no charge/mortgage/lien/hypothecation or encumbrance of any kind whatsoever can be created or construed as allowed to be created over the Project Assets [including land and assets /equipment’s provided] by Authority]; provided however notwithstanding such restriction, the Concessionaire shall be eligible to Hypothecate the moveable equipment’s procured out of its own investment and Project revenues except Insurance Proceeds. The hypothecation done under this clause shall be subject to Clause 9.3.8.”	Requesting the Authority to delete this clause for the reasons mentioned above in S.No. 10.	As per RFP
108.	CA	Page No. 40 & Clause 6.3.1	“This Agreement shall not be assigned by the Concessionaire. Provided however, subject to the provisions of this Agreement, Lenders may be given the right of substitution by execution of the Substitution Agreement in the form annexed hereto as Annexure 9.”	We request the Authority to remove this clause as it in conflict with clause 19.1 (a)	As per RFP
109.	CA	Page No. 42 & Clause 7.1	“The Authority shall during the Term of this Agreement, supply to the Concessionaire approx. 3000 (± 20%) TPD MSW, which is presently being dumped at dumpsite without processing	We request the Authority to consider that in case of an increase in the supply of the MSW above the obligated quantity, the Authority and the Concessionaire shall mutually agree to an augmentation plan	The maximum proposed capacity of the plant is 3600 TPD. Please refer to the reply in S.No. 1 above.

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			either by itself or through its nominated agency.”	to process the increased capacity of the MSW at the existing Project Site.	
110.	CA	Page No. 21 & Clause 2.1.6	<p><i>“The proceeds of carbon credits from the Project (Contracted Capacity) shall be shared between the Concessionaire and the Authority in the following manner:</i></p> <p><i>i. 75% of the gross proceeds on account of carbon credits benefit shall be retained by the Concessionaire.</i></p> <p><i>ii. Remaining 25% to be of the gross proceeds on account of carbon credits benefit shall be shared by the Concessionaire with the Authority.”</i></p>	We request the Authority to exclude the sharing of the Carbon Credits from the Power Plant as they will be shared with the DISCOM under the PPA.	Reply as per S.No. 10 above.
111.	CA	Page No. 58 & Clause 11B.1 (a)	<p><i>“Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date: (i) The enactment of any new Indian law including laws related to environment/emission/ discharge standards;</i></p> <p><i>(ii) The repeal, modification or re-enactment of any Applicable Law;</i></p> <p><i>(iii) A change in the interpretation or application of any Indian law by a court of record;</i></p> <p><i>Provided that Change in Law shall not include:</i></p> <p><i>(i) Coming into effect, after the Appointed Date, of any provision</i></p>	We request the Authority to bring in the effect the change in law clause from the date of the submission of the Bid.	<p>Clause 11B.1 (a) at Page No. 58 of draft CA, to read as:</p> <p><i>“Change in Law shall mean the occurrence or coming into force of any of the following, after the Bid Submission Date:</i></p> <p><i>(i) The enactment of any new Indian law including laws related to environment/ emission/ discharge standards;</i></p> <p><i>(ii) The repeal, modification or re-enactment of any Applicable Law;</i></p>

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			<i>or statute which is already in place as of the Appointed Date; (ii) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge (including inter alia, bye laws, directions, orders, regulations to be issued under the MSW Rules); (iii) Any change in the rates of the Taxes which have a direct effect on the Project."</i>		(iii) A change in the interpretation or application of any Indian law by a court of record; Provided that Change in Law shall not include: (i) Coming into effect, after the Bid Submission Date, of any provision or statute which is already in place as of the Bid Submission Date; (ii) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Bid Submission Date, which is a matter of public knowledge (including inter alia, bye laws, directions, orders, regulations to be issued under the MSW Rules); (iii) Any change in the rates of the Taxes which have a direct effect on the Project."
112.	CA	Page No. 58 & Clause 19.1 (a) (ii)	"Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge (including inter alia, bye laws, directions, orders, regulations to be issued under the MSW Rules);"	We request the Authority to remove these clauses in the proviso mentioned as change in law or change in taxes cannot be excluded from the change in law clause	
113.	CA	Page No. 58 & Clause 19.1 (a) (iii)	"Any change in the rates of the Taxes which have a direct effect on the Project."	We request the Authority to bring in the effect the change in law clause from the date of the submission of the Bid.	
114.	CA	Page No. 58-59 & Clause 19.1 (d)	"Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (Thirty) days from the date of notice, and either agree on	We request the Authority to pay 100% payment of the Additional Costs after a period of 30 (Thirty) days.	As per RFP

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			<p><i>amendments to this Agreement or on any other mutually agreed arrangement.</i></p> <p><i>Provided that if no agreement is reached in respect of aforesaid remedial measure to cure the adverse effect of Change in Law within 90 (Ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount equivalent to 50% (Fifty Per Cent) of Additional Cost as determined/certified by the Independent Engineer based on the facts and circumstances and verification of information submitted by the Concessionaire. For the avoidance of doubt, it is agreed that this Clause 11B.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement."</i></p>		
115.	CA	Page No. 58 & Clause 19.1 (b)	<p>"Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in</p>	<p>We request the Authority to remove the threshold of the financial aggregate of INR One (1) Crore as these projects run on very low margins.</p>	As per RFP

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			net after-tax return or other financial burden ("Additional Cost"), the aggregate financial effect of which exceeds Rs. One (1) Crore in any Accounting Year, the Concessionaire may so notify the Authority and provide the information as provided in sub-clause (c) below and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. The said remedial measures would be discussed and consequences arising therefrom shall be dealt with as per terms of sub-clause (d) below."		
116.	PPA	Page No. 35 & Clause 9.11.1	<p>"The proceeds of Seller's share of carbon credit from the Project (Contracted Capacity) shall be shared between the Seller and the Procurers in the following manner:</p> <p>(a) 100% of the gross proceeds on account of Seller's share of CDM benefit to be retained by the Seller in the first year after the acceptance of respective part commissioning of the project/ station as a whole;</p> <p>(b) From the subsequent year, out of the Seller's share of CDM</p>	We request the Authority to remove this clause.	Reply as per S.No. 10 above.

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			benefit, the share of the Procurers shall be 10%, which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the Seller and the Procurers. The CDM benefit shall be shared amongst the Procurers in the ratio of the Contracted Capacity as per clause 3.4.2.”		
117.	PPA	Page No. 45-46 & Clause 12.4	“Procedure for cases of Procurer Event of Default”	We request the Procurer to pay 110% of Debt Due and 125% of Return on Equity in case of Procurer’s Event of Default.	As per RFP
118.	CA	Page No. 42 & Clause 7.4	“Specific Obligations”	We request that the Authority shall allow the Concessionaire to use any type of feedstock secured from any party other than the Authority to optimize the utilization of the Project. It being clarified that this shall not impact MCD’s obligations to supply the obligated quantity to the Concessionaire.	As per RFP
119.	CA	Page No. 68 & Clause 15	“Dispute Resolution”	We request the Authority to provide for a recourse in case the dispute between the parties is not resolved by amicable resolution. We propose to include the following: “All claims, disputes, or questions of any nature arising between the Parties, whether during or after the termination of	Article 15, Dispute Resolution of the draft CA, to be read as per Annexure-III attached.

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				this Contract, shall be referred to the sole arbitrator to be appointed by mutual consent of both Parties. Parties agree and confirm that the arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended, the venue and seat of the arbitration shall be New Delhi, India and the language used for the proceedings shall be English.”	
120.	RFP	Page No. 13 & Clause 1.5.3	“If the project fails to generate any power continuously for a period of four (4) months during any financial year of the Term of this Agreement or its major assets (components) are sold or the project is dismantled during this tenure, MCD will have a right to get refund of VGF from the Concessionaire on pro-rata basis and if not paid by the Concessionaire, then a.....”	The default in case of generation of power shall be solely attributable to the Concessionaire.	As per RFP
121.	RFP	Page No. 36 & Clause 3.1	Evaluation parameters (Eligibility Criteria)	It may be brought to your kind notice that the eligible number of members of consortium is three.	As per RFP
122.	RFP	Page No. 36 & Clause 3.1.1	The Bidder for Qualification shall fulfil minimum eligibility criteria (“Minimum Eligibility Criteria”).	It would be ideal if an experience considering the below may also be acceptable for the said tender in addition to the one already mentioned:	As per RFP
123.	RFP	Page No. 36 & Clause 3.1.1 a	Technical Capacity: For demonstrating technical capacity and experience in	Experience of having experience of handling Fresh Municipal Solid Waste/Legacy	As per RFP

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			executing similar projects (the "Technical Capacity"), the Bidder shall have to fulfil the following conditions:	Municipal Solid Waste of capacity at least 1,000 tons per day or higher, in last ten (10) financial years prior to Bid Due Date in India or Abroad. The project shall have been under operation for at least one-year post COD.	
124.	RFP	Page No. 36 & Clause 3.1.1 a (i)	i. experience of development of at least one project of WtE plant based on Municipal Solid Waste (MSW) of 1000 TPD or higher, in last ten (10) financial years prior to Bid Due Date in India or Abroad. The project shall have been under operation for at least one-year post COD;	Experience of having operated a thermal power plant of similar capacity or higher cumulatively, in last ten (10) financial years prior to Bid Due Date in India or Abroad. The project shall have been under operation for at least one-year post COD.	As per RFP
125.	RFP	Page No. 36 & Clause 3.1.1 a (ii)	ii. experience of 1 (one) year of operation and maintenance of at least one project of WtE plant based on Municipal Solid Waste (MSW) of 1000 TPD or higher, in last ten (10) financial years prior to Bid Due Date in India or Abroad.	<p>This we ask since the criteria mentioned above not only allows new players with relatively fair amount of experience of handling Municipal Solid Waste but are willing to bid with the strong technical background of a renowned WtE plant and technology providers with considerable amount of experience in executing the same.</p> <p>Allowing this clause would enable more players to participate in the said tender thus ensuring healthy competition.</p>	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
126.	RFP	Page No. 7 & Clause 1.1.2	The Authority has earmarked a land parcel of approximately 35 acres (effective area 18-20 acres ¹) at Narela-Bawana, Delhi ("Project Land"), for setting up the proposed facility.	The area of land is inadequate. Authority is requested to provide clean land of area 80 Acres to help provide an integrated solution.	As per RFP
127.	TEFR	Executive Summary - Techno- Economic Feasibility Report	The water requirement for the facility will be met by blowdown reject from nearby gas-based power plants of Pragati Power Corporation Limited (PPCL).	Would require the test results of the water. Also require details of chemical dosing if any in the blowdown water.	With respect to blowdown reject water from Pragati Power Corporation Ltd. (PPCL), the bidders are suggested to ascertain the following: i.) Quality of Blowdown reject water and its characteristics ii.) Rates for drawing water and other intake arrangements
128.	RFP	Page No.10 & Clause 1.2.4 (m)	Allow only the non-usable, non-recyclable, non-biodegradable, non-combustible and non-reactive inert waste and pre-processing rejects and residues from waste processing facilities to go sanitary landfill,	Fly ash and bottom ash will be also sent to the landfill	Please refer to the 1.2.3 (f) and 1.2.4 (m) of the RFP, regarding minimizing the processing rejects, reuse them and generate revenue from such products, produced from processing rejects.
129.	RFP	Page No. 84 & Clause Appendix E – Scope of Work	To develop the Municipal Solid Waste (MSW) to Energy Facility with an aggregate capacity of 3000 (± 20%) TPD daily feed and generation of approx. 28 MW power, comprising of the following basic requirements. However, it is clear that the Bidders will be free to adopt any suitable technology for combustion of waste and thus following requirements do not imply any kind of binding over the Bidders.	The bidder must comply to minimum Power Generation of 28MW. If bidder is able to produce more power, there should be similar offtake guarantees for the excess power produced.	As per RFP and draft PPA to be finalized with DERC.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
130.	RFP	Page No. 86 & Clause Appendix E – Scope of Work	Providing minimum assured quantities of 2400 TPD of MSW generated on daily basis at the Project site during the Concession period.	The waste supply committed by MCD is 2400 TPD. This is envisaged to increase in the future. However, the plant will be able to handle till 3000 TPD	Reply as per S.No. 1 above.
131.	RFP	General Observations		MCD is requested to pay processing fee. MCD may consider dividing the 3000 TPD projects into smaller projects. This will help avoid requirement of EC and hence can be implemented quickly.	As per RFP
132.	RFP	Page No. 7 & Clause 1.1.4	The Selected Bidder (single entity or consortium of entities), shall form a Special Purpose Vehicle (“Concessionaire”), immediately after receiving the Letter of Award (LOA) from the Authority to execute the Concession Agreement.	Request Authority to provide 45 days for formation of SPV post receiving LOA. Please clarify in detail.	The Selected Bidder within 45 (Forty-five) days of issuance of LOA and before signing of Concession Agreement, shall: i. form a Special Purpose Vehicle company - SPV (“Concessionaire”);and ii. furnish an unconditional and irrevocable bank guarantee, in the form as set out in Annexure 6, (“Construction Performance Security”). Please refer to the CA for further details.
133.	RFP	Page No. 7 & Clause 1.1.4	The Concessionaire shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project upon the Project Land, which shall be conveyed to the	a) Please provide Contour Survey and Geo technical survey. Please provide water linkage and ground connectivity.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			Concessionaire by the Authority under and in accordance with the provisions of a long-term concession agreement (the "Concession Agreement") to be entered into between the Concessionaire and the Authority and the Power Purchase Agreement (the "Power Purchase Agreement") to be entered into between the Concessionaire and the Delhi DISCOMS in the form provided by the Authority as part of the Bidding Documents pursuant hereto.	<p>b) This tender is based on the Power Tariff Bidding and the lowest bidder will be awarded the project for implementation. At a later stage after the concession agreement, the concessionaire should approach Delhi DISCOMS for Power Purchase Agreement / Finalization of Power Tariff. In case of the bidders quoted tariff rate is higher than the Tariff determined by the Delhi DISCOMS, will the Municipal Corporation of Delhi (Authority) pay the differential power tariff rate to the concessionaire. Payment terms for the PPA should be LC based . Please ensure and confirm.</p> <p>Please clarify in detail.</p>	
134.	RFP	Page No. 7 & Clause 1.1.2 & 1.1.3	To develop the Municipal Solid Waste (MSW) to Energy Facility with an aggregate capacity of 3000 (\pm 20%) TPD daily feed and generation of approx. 28 MW power, comprising of the following basic requirements. However, it is clear that the Bidders will be free to adopt any suitable technology for combustion of waste and thus following requirements do not	<p>The capacity of 3000 (\pm 20%) TPD shall be continuous for 25 years or any escalation considered for processing and disposal facility. Please confirm.</p> <p>Please clarify in detail.</p>	Reply as per S.No. 1 & 109 above.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			imply any kind of binding over the Bidders.		
135.	RFP	Page No. 8 & Clause 1.1.6	The Concession Period shall be for a period of 27 ("Twenty -Seven Years") years from the Appointed Date.	In TEFR, Cl. 7.4, pg. 63, the concession period (DBFOT) is shown as 27.5 year whereas in RFP Clause # 1.1.6 it is 27 years. Please confirm. Please clarify "Appointed Date".	Reply as per S.No. 2 above.
136.	RFP	Page No. 8 & Clause 1.1.7	However, in case of the earlier commissioning of few Boilers Partial COD shall also be permissible. In this case, all the obligations of both parties shall apply on pro-rata basis.	Please clarify the pro-rata basis calculations. Please clarify in detail.	As per RFP
137.	RFP	Page No. 8 & Clause 1.1.6	The Concession Period shall be for a period of 27 ("Twenty -Seven Years") years from the Appointed Date	Please define appointment date. Please clarify in detail.	Reply as per S.No. 2 above.
138.	RFP	Page No. 8 & Clause 1.1.6	Construction Period of 2 (two) years (for project construction, commissioning and achieving COD)	Please clarify during the construction stage, is the concessionaire is bound to accept the fresh waste or the waste will be supplied to the concessionaire after the COD of 28 MW Waste to Energy Plant.	As per RFP
139.	RFP	Page No. 8 & Clause 1.1.8	As the capacity of the proposed facility is 3000 TPD, it is appreciated that there may be requirement of more than one Boiler. Although the requirement of achieving final COD will remain as per the final time frame, as mentioned in the RFP & Concession Agreement, however in case of earlier commissioning of few Boilers, partial COD shall also	Is project is envisaged and scope of the concessionaire is to process the entire waste of 3,000 TPD of waste, so the waste to energy plant readiness or COD should be declared on completion and generation of 28 MW Power. Please clarify in detail.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			be permissible. In this case, all the obligations of both the parties shall apply on pro-rata basis.		
140.	RFP	Page No. 9 & Clause 1.2.4	Further, the Bidder shall consider following Technology selection criteria for designing of the WtE project: a) Waste to energy processes through conversion of dry non-recyclable combustible fraction in the form of pellets or fluff produced by drying, shredding, dehydrating.	We request to allow using MSW as received instead of converting to pellets or fluff. Please clarify in detail.	As per RFP.
141.	RFP	Page No. 9 & Clause 1.2.4	d) Minimum Power generation capacity to be achieved is approximately 28 MW at full scale operations	Since the Power generation capacity depends on the MSW characteristics, request you to remove the cap on the installed capacity. Please clarify in detail.	As per RFP
142.	RFP	Page No. 9 & Clause 1.2.2	The Bidder shall propose a technology, which should be following SWM Rules 2016 notified by Ministry of Environment, Forest & Climate Change (MoEF&CC), as amended from time to time and order/directions of Hon'ble Court(s)/ NGT.	Any technology that may have arisen after COD, due to change in SWM rules 2016 /Hon'ble Courts/NGT shall have to be considered as additional costs incurred and accordingly compensation to be paid at actuals to the Concessionaire. Please clarify in detail.	As per RFP.
143.	RFP	Page No. 11 & Clause 1.3.4	The prospective Bidders can download the bid document from website. However, they shall pay INR 1,00,000 (INR One Lakh only) towards the cost of Bidding	The tender fee seek under this tender notification is very high and unreasonable. We request the authority to consider to	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			Documents for each Bid in the form of a Demand Draft / pay order in favour of "Commissioner, Municipal Corporation of Delhi" payable at Delhi (non-refundable) along with the Bid and produce the proof of payment at the time of submitting their Bid.	accept a nominal fee towards the Tender Fee. Please clarify in detail.	
144.	RFP	Page No. 12 & Clause 1.5.1	Rs 151 Crores	The given Grant is only 25% of the Project cost. As per SBM Urban 2.0 guidelines (Clause # 4.3.2) the VGF should be Max. 30% of the project cost. We request you to revisit the VGF accordingly. Please clarify in detail the basis of allocating the grant amount of Rs 151 Crores.	As per RFP
145.	RFP	Page No. 12 & Clause 1.3.11	The Authority has engaged a Transaction Advisor for preparing the Feasibility Report, Bid Documents and provide assistance in Bid Process Management. The entire cost of this exercise shall be reimbursable by the successful bidder to the Authority, the sum of which comes to be INR 30,00,000 plus GST and/or other applicable taxes. This amount needs to be reimbursed immediately after signing of LOA and before signing of the Concession Agreement.	Request Authority to share 50% of this amount.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
146.	RFP	Page No. 12 & Clause 1.5	The Authority agrees and undertakes to provide "Viability Gap Funding" to the Concessionaire of an amount of Rs. 151.00 Crores – (Rupees One Hundred and Fifty-one Crores only) (hereinafter referred to as "VGF") for the purpose of development of Project, during the period commencing from the construction of the Project till COD in the manner provided below	Please clarify Who is the certifying Authority and what is certifying mechanism that would be followed to release VGF amounts. Please clarify in detail.	Please refer to the Clause 9.3.2 of the draft CA.
147.	RFP	Page No. 13 & Clause 1.5.2	The VGF on achieving the first three milestones shall be disbursed against submission of Bank Guarantee of equivalent amount. The Bank Guarantee shall be returned in three instalments with an interval of six months starting six months after COD of the Project	Request for release of Bank Guarantee (s) upon achieving individual Milestone (s) for maintaining better cash flows by the Concessionaire. Please clarify in detail.	As per RFP
148.	RFP	Page No. 13 & Clause 1.5.2	MCD shall have the right to encash the Bank Guarantee, if the Concessionaire fails to operate the Project or produce power or the Project is left idle for any reason for over one year or the Project doesn't meet the generation criteria specified in Concession Agreement and/or Power Purchase Agreement.	If the reasons for delays are not attributable/beyond the control of Concessionaire, in such a case Bank Guarantee(s) of Concessionaire cannot be invoked. Request Authority to modify the clause accordingly. Please clarify in detail.	As per RFP
149.	RFP	Page No. 13 & Clause 1.5.1.3 (Point # 3)	Completion of successful trial operation for a continuous period of 72 hours for demonstrating compliance of installed capacity of	The percentage of VGF / Grant are not linked to the actually construction progress of the Waste to Energy Plant.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			the project to be witnessed by representatives of MCD and Delhi DISCOMs : 30% of Grant	<p>Generally, the proportion of grant allocated for the trail operation is very high and unreasonable. So, we request the authority to revise the grant schedule as follows and link to the actual construction progress and its funds flow requirement.</p> <ol style="list-style-type: none"> 1. Placement of Equipment Orders : 50% 2. Erection of Equipments : 30% 3. Completion of Trail Operation : 10% 4. Achieving COD : 10% <p>Please clarify in detail.</p>	
150.	RFP	Page No. 14 & Clause 1.6.1	However, there are 3 numbers 440 KV HT power lines are going through the site.	<p>The 440 KV HT power lines are crossing through the project site. Hence the land is not suitable for WTE. Request to relocate the power lines or provide alternate land.</p> <p>Please clarify in detail the reason for selecting the Bawana Site only.</p>	As per RFP
151.	RFP	Page No. 14 & Clause 1.6.1	It is roughly estimated that approximately 18 to 20 acres land, clear of transmission lines, should be available for the Project	<p>For setting up 3,000 TPD WTE including Preprocessing plants a minimum of 100 acres is required for concession period of 25 years and the following break up of area required.</p> <ol style="list-style-type: none"> 1. Pre-Processing Area : 40.00 Acres 	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				2. Waste to Energy Plant : 14.00 Acres 3. Material Recovery Facility : 5.50 Acres 4. Ash Recycling Facility : 2.64 Acres 5. Road & Drains : 6.52 Acres 6. Leachate Treatment Plant : 1.00 Acre 7. Supporting Infra :6.00 Acres 8. Green Belt : 26.20 Acres Kindly review and consider	
152.	RFP	Page No. 14 & Clause 1.6.2	The concessionaire shall need to pay land lease charges to the Authority of Rs. 20 Lakhs/Annum/Acre (for First Years form the date commercial Operation of the project and Rs.25 Lakhs/Annum/acre (for the period from 13th year from the date of commercial operation of the Project to 25 Year from the date of commercial operation of the project)	The Authority should provide the land at Free of cost or nominal charges with Municipal tax exemption. Hence request to consider. Please clarify in detail.	As per RFP
153.	RFP	Page No. 14 & Clause 1.6.2	The inert and other processing rejects need to be transported by the Concessionaire to the Sultanpur Dabas Sanitary Landfill site (SLF). For this purpose, the Concessionaire shall need to pay disposal charges to the Authority of Rs. 300/- per tonne	1. Sultanpur Dabas is about 50km distant from the proposed WTE project site. In addition to the transport cost, disposal charges are also to be borne by the concessionaire. Request you to provide dumping site nearby to the project & also waive off the disposal charges.	1. As per RFP 2. Reply as per S.No. 128 above.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				<p>2. Alternatively if the concessionaire wishes to set up Ash and inert recycling plant to achieve zero solid discharge, we request the Authority to purchase or facilitate buyers to dispose as is being done in Biomining projects.</p> <p>Please clarify in detail.</p>	
154.	RFP	Page No. 14 & Clause 1.6	MCD has earmarked a land parcel of approximately 35 acres (effective area 18-20 acres) at Narela-Bawana location for setting-up a Waste to Energy (WtE) facility. The land is primarily being used for agriculture purpose and clear from hindrances....	<p>As per the discussions held in the meeting (22.08.22) with the MCD officers, we reiterate that this land has got some limitations in terms of Buffering. We request MCD to give a approved drawing or give us another land. of the same.</p> <p>Please clarify in detail.</p>	As per RFP
155.	RFP	Page No. 14 & Clause 1.6.2	For this purpose, the Concessionaire shall need to pay disposal charges to the Authority of Rs. 300/- per tonne (for the first 12 years from the date of commercial operation of the Project and Rs. 400/- per tonne (for the period from 13th year from the date of commercial operation of the Project to 25th year from the date of commercial operation of the Project).	<p>We understand, unloading of rejects is included in these disposal charges and Concessionaire cannot be made responsible for unloading of rejects at site. Please confirm.</p> <p>Please clarify in detail.</p>	As per RFP
156.	RFP	Page No. 14 & Clause 1.6.1	MCD had earmarked a land parcel of approximately 35 acres (effective area 18-20 acres) at	a) If the existing / proposed land is not suitable / eligible as per the MoEF /SEIAA and EC	a) As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			Narela Bawana location for setting up a waste to Energy facility. The land is primarily being used for agriculture purpose and clear from hindrances. However, there are 3 numbers 440 KV HT power lines are going through the site. It is roughly estimated that approximately 18 to 20 acres land, clear of transmission lines, should be available for the project.	<p>norms. MCD may please provide the suitable required alternate land for processing and disposal facility excluding Secured Landfill.</p> <p>b) Due to HT lines at proposed site, Majority of land may not be useful for utilization and development of project. MCD may please consider land lease for effectively utilized area only i.e 20 acres against 35 Acres.</p>	b) Reply as per S.No. 16 above.
157.	RFP	Page No. 15 & Clause 1.6.2	in case, the construction of SLF at Sultanpur Dabas shall not be complete, till the achievement of COD for WtE Project, the Authority shall provide alternative land for the disposal of inert and other processing rejects. In this case, the Authority shall allow the Concessionaire to dispose the inert and other processing rejects at Bhalswa dumpsite or at any other suitable land within a lead distance of 20 KM.	<p>Please confirm, whether lead distance of 20 km is calculated from Narela-Bawana site or from Sultanpur Dabas SLF site?</p> <p>Please clarify in detail.</p>	Please refer to the Note mentioned at page no. 15 of RFP.
158.	RFP	Page No. 15 & Clause 1.6.2 (Note # 2)	If, in any case, the location of the disposal site provided by the Authority shall be more than the lead distance of 20 km from the WtE project site, then the increase in transportation cost shall be borne by MCD as mutually decided on the basis of approved	Please provide the latest DSR and circulated rates and make this document part of the agreement copy.	<p>Clause 1.6.2 (Note # 2) at Page No. 15 of RFP, to be read as:</p> <p>2. If, in any case, the location of the disposal site provided by the Authority shall be more than the lead distance of 20 km from the WtE project site, then the increase in transportation cost</p>

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			prevailing rates of DSR and circulated rates.		shall be borne by MCD, as per clause 5.8.2 of draft CA.
159.	RFP	Page No. 16 & Clause 2.1.2	The Document Fee shall be in the form of a demand draft issued by a Nationalized/Scheduled Bank in India, in favour of "Municipal Corporation of Delhi, Delhi" payable at Delhi from any Nationalized /Scheduled Bank or through NEFT/RTGS/IMPS only in Authority's account in accordance with the details provided in Annexure H.	Please provide the bank account details of Municipal Corporation of Delhi for obtaining the Tender Fee and Bank Guarantee (Bid Security)	<p>Clause 2.1.2, para 2, last line at Page No. 16 of the RFP. to be read as:</p> <p><i>"The Document Fee shall be in the form of a demand draft issued by any Scheduled Bank in India, in favor of "Commissioner, Municipal Corporation of Delhi" payable at Delhi.</i></p> <p>Further, Clause 2.18.1(i) of the RFP to be read as:</p> <p><i>"Demand Draft/Pay order for the amount of Rs. 1,00,000/- (Rupees One Lakh only) as the Document Fee (scanned copy should be uploaded)".</i></p>
160.	RFP	Page No. 31 & Clause 2.22.4	a) Performance Security during construction: Successful Bidders, selected by the Authority, based on this RFP shall submit Construction Performance Security in the form of a bank guarantee in favor of MCD for a value of INR 18,12,78,000 (INR Thirty Crores Twenty-One Lakh and Thirty Thousand only)	The value in figures & words are not matching.	Reply as per S.No. 39 above.
161.	RFP	Page No. 31 & Clause 2.22.1	The bank guarantee shall be submitted in the format specified in Appendix A2 of this document (the "Bank Guarantee"). Both the requirements, i.e. DD and	Any bank Demand Draft will have validity of 90 days only, so the respective clause to be amended accordingly.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			BG/FDR, must be submitted along with the Bid Security Cover Letter as specified in Appendix A1 and having a validity of 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.		
162.	RFP	Page No. 41 & Clause 5.1.3	The ratio of minimum and maximum Fixed Charge during the term of the PPA shall not be less than 0.7 (zero point seven).	The restriction of fixed charges to a minimum and maximum ratio of not less than 0.7 is restricting the bidder to quote the prices not more than about 40% during a concession period that spread across of 25 years, which is very detrimental to the prospects of bidder's financials as the yearly inflation is ranges from 6-7%. Therefore, it is requested to delete this restriction on quoting fixing charges to competitively bid for the project in line with the market rates.	As per RFP
163.	RFP	Page No. 70 & Clause Annexure # B6	Appendix B6 - Power of Attorney for signing of Bid/Lead Member	There should be separate format for Power of Attorney for Signing the Bid and Power of Attorney for the Lead Bidder because the wording and requirements of nomination is different.	Title of the Appendix B6 at page no. 70 of the RFP to be read as: "Appendix B6 - Power of Attorney for signing of Bid". However, all the authorities under above agreement (POA) shall be assigned to the representative of Lead Member firm.

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					The nomination of the Lead Member and Other Shareholding Firms shall be decided as per "Appendix B7 - Joint Bidding Agreement".
164.	RFP	Page No. 80 & Clause Annexure	Format for Satisfactory Performance Certificate	Every client has their own format of giving the certificate, so we request the authority to consider the Performance Certificate which covers the requirement of the qualification etc. instead of sticking to the exact format given.	As per RFP
165.	RFP	Page No. 81 & Clause Annexure # C2	Details of Financial Capacity	Please specify whether this Annexure to be provided in the bid submission or not. If to be provided, please provide the format.	As per RFP
166.	RFP	Page No. 84 & Clause 1 Appendix E,	To develop the Municipal Solid Waste (MSW) to Energy Facility with an aggregate capacity of 3000 (\pm 20%) TPD daily feed and generation of approx. 28 MW power, comprising of the following basic requirements. However, it is clear that the Bidders will be free to adopt any suitable technology for combustion of waste and thus following requirements do not imply any kind of binding over the Bidders.	In this clause, it is mentioned various preprocessing plants are to be installed before sending the waste to WTE. But from the statement, "However, it is clear that the Bidders will be free to adopt any suitable technology for combustion of waste and thus following requirements do not imply any kind of binding over the Bidders." we understand that the preprocessing plants are not mandatory. Kindly clarify.	As per RFP
167.	RFP	Page No. 84 & Clause Appendix E	The recyclable fraction like plastic, metals, C&D waste are to be channelized to authorized recyclers.	Is the waste segregation at source is been implemented in the MCD Area, and total percentage of waste	Reply as per S.No. 80 above.

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				segregation (Dry or Wet), is there any recent waste characteristic done by the MCD.	
168.	RFP	Page No. 85 & Clause 6 Appendix E	To make all arrangement for water, electricity etc. at own cost, however, MCD will provide necessary assistance, if required. All applicable taxes shall be paid by concessionaire	We request MCD to provide PPCL's Blow down water free of cost, which is also mentioned in Clause # 5.5.1, pg. 54 of TEFR	Reply as per S.No. 127 above.
169.	RFP	Page No. 87 & Clause Appendix E	Emission Standards (EUROPEAN DIRECTIVE 2000/76/EC)	<p>The subjective wording to be deleted because this Emission Standards are not applicable for Indian Conditions and there are no procedure or rule book available in India.</p> <p>Generally, the Waste Processing Plant or the Waste to Energy Plant will follow the norms and regulations indicated in the MSW Rules 2016 and recommendation given by the concern pollution boards. So, the respective clause to be deleted.</p>	As per RFP
170.	RFP	Page No. 88 & Clause II Operation and Emission standards	Minimum stack height 60m from Ground level	The proposed site having 440 KV HT lines, if any statutory issue towards establishment of 60m RCC chimney, MCD may provide alternate arrangement towards establishment of facility.	As per RFP
171.	RFP	Page No. (7 & 9) & Clause 1.1.3 & 1.2.3	Setting up of Municipal Solid Waste (MSW) to Energy Facility at Narela-Bawana, Delhi&the Bidder needs to ensure the following:	The proposed site having 440 KV HT lines, if any statutory issue towards establishment of 60m RCC chimney, MCD may	As per RFP

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				provide alternate arrangement towards establishment of facility. Please clarify in detail.	
172.	TEFR	Page No. 46 & Clause 5.4	The proposed plant is designed to process approx. 3000 TPD (\pm 20%) municipal solid waste (MSW) on per day basis and is able to process different kind of waste fractions. Proposed WtE facility would comprise of the following units: i. RDF Processing Unit ii. Aerobic Composting Plant iii. RDF to Power (WtE)	The TEFR proposes processing of MSW. Please clarify if incineration is on MSW or RDF. Please clarify in detail.	As per RFP
173.	TEFR	Page No. 46 & Clause 5.4	* The corporation is putting its best efforts to segregate the waste at source level; however, this may take some time to achieve 100% level of segregations. Therefore, the proposed WtE facility should be designed to process mixed waste also in case of any gaps in source segregation.	The design of boilers to operate on mixed waste & RDF will have technical & commercial implications. Request to confirm the fuel type. Please clarify in detail.	As per RFP
174.	TEFR	Page No. 52 & 55 Clause 5.4.4 & 5.6	Clause 5.5.4 - Approximate Energy Generation Possibility (in terms of MSW) Clause 5.6 - Figure 15: Flow Chart – Indicative Material Balance of Narela-Bawana Facility.	As per clause 5.5.4, The energy generation capacity is calculated based on 3000TPD MSW. Whereas in clause 5.6, the mass balance shows segregation of MSW at various levels & only 1535 TPD RDF is to be used for WTE. Please clarify if incineration is on MSW or RDF.	As per RFP
175.	TEFR	Page No. 56 & Clause 6.1	Capex Cost: 604.26 Crores O&M Cost: 40.01 Crores	Please provide the breakup of the entire costing and its heads.	The TEFR provides the estimated cost the facility. If required,

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
					bidders are free to carry out the detailed costing at their end.
176.	TEFR	Page No. 84 & Clause 5.4	Survey plan for the proposed WtE Facility at Narela - Bawana	The proposed land showing nallah crossing the entire proposed site, MCD may please consider and divert the nallah and handover to successful bidder for better accommodation of infrastructure.	As per RFP
177.	CA	Page No. 9 & Clause 1.1.13	“Associate” means in relation to either Party and/or Consortium Members, a person who controls, is controlled by, or is under the common control with such Party or Consortium Member (as used in this definition, the expression control means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (Fifty Per Cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);	There is a contradiction of Associate definition and its applicable equity percentage between the RFP and Draft Concession Agreement, we request the authority to review and provide the clarification.	As per RFP
178.	CA	Page No. 12 & Clause 1.1.49	“Excluded Waste” means waste material of the nature that the Project are not designed or authorised to receive, manage, process and dispose which includes (i) Hazardous Waste, (ii) Bio-Medical Waste and (iii) Dead Remains;	Please include the Construction & Demolition Waste as excluded Waste, which is as per the MSW Rules 2016.	Reply as per S.No. 23 above.

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
179.	CA	Page No. 21 & Clause 2.1.6	Sharing of CDM Benefits	The entire benefits in terms of CDM or any other sources shall be in the account of the concessionaire only because the entire investment and development is done by the concessionaire. So, the respective clause in terms of revenue sharing to be deleted from the Draft Concession Agreement and Power Purchase Agreement.	Reply as per S.No. 10 above.
180.	CA	Page No. 22 & Clause 2.2.1.2.(f)	executed the Power Purchase Agreement with the DISCOMs	It is understood that, as per clause 2.2.1.1 ('c) Authority shall facilitate execution of PPA with DISCOM and any delay thereof in such facilitation cannot be attributable to Concessionaire.	As per RFP
181.	CA	Page No. 22 & Clause 2.2.1.2.(h)	procured at its own cost, water connection, power connection and other service connections to the Site.	We request Authority to facilitate utility services to Concessionaire at free of cost.	As per RFP
182.	CA	Page No. 22 & Clause 2.2.2	However, in case termination occurs by reason of non-fulfilment of Conditions Precedent by the Authority, the Authority shall return the Performance Security	In addition to returning of Performance Security, actual costs as incurred by concessionaire with a simple interest rate of 18% also be paid as compensation by Authority.	As per RFP
183.	CA	Page No. 25 & Clause 3.1	The Concessionaire shall obtain and maintain the Applicable Approvals in such sequence as is consistent with the requirements of the Project. The Concessionaire shall be responsible and shall be in compliance with the terms and	We request to facilitate requisite support in obtaining applicable approvals & permissions	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			conditions subject to which Applicable Approvals have been issued.		
184.	CA	Page No. 26 & Clause 4.1	The Authority shall appoint a consulting engineering firm or body corporate, with no conflict of interest to the Concessionaire to certify the construction works of the Processing facility/Project in accordance with this Agreement (the "Independent Engineer"). The appointment shall be made no later than 90 days from the Execution Date.	Till such time of Independent Engineer (IE) appointment is made, who will act as IE? Please specify. Notwithstanding to above, acting IE's tenure cannot be more than 90 days period. Please confirm	As per RFP
185.	CA	Page No. 27 & Clause 4.7	Remuneration: The remuneration, cost and expenses of the Independent Engineer shall be borne by the Parties equally.	Please indicate the maximum limit of Independent Engineer Remuneration per Month for considering in the costing. Also, the entire remuneration to be paid by the Authority instead of sharing.	As per RFP
186.	CA	Page No. 27 & Clause 4.7	Remuneration: The remuneration, cost and expenses of the Independent Engineer shall be borne by the Parties equally.	We request Authority not to fix any remuneration, cost and expenses of IE without first consulting the Concessionaire, as costs are to be borne equally.	As per RFP
187.	CA	Page No. 29 & Clause 5.2. F	ensure that the operations of all the components, i.e., daily processing / recycling / disposal of 3000 (\pm 20%) TPD of Municipal Solid Waste is in compliance with the Solid Waste Management Rules, 2016, as amended from time to time, and any other relevant rule as well as the	After entering into contract, if at all concessionaires had to comply with amended MSW rules, advises of bodies like supreme court, NGT, SPCB which had any financial implication on the Concessionaire, same have to be reimbursed at actuals/such	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			instructions/ orders/ advise issued by bodies like Supreme Court, National Green Tribunal, State Pollution Control Bodies or any other Statutory agencies;	costs are agreed upon by Authority prior to taking up any activities by the Concessionaire.	
188.	CA	Page No. 30 & Clause 5.2. p	ensure that the Project is operational on all calendar days of the year	Project will be operational; except for scheduled or unexpected maintenance and/or repairs.	As per RFP
189.	CA	Page No. 30 & Clause 5.2.x	transfer the Project in working conditions with technology to the Authority upon Termination of this Agreement or on efflux of Concession Period, in accordance with the provisions thereof;	Project will be transferred on 'as is where is' basis only to Authority	As per RFP
190.	CA	Page No. 30 & Clause 5.2. y	ensure that all the facilities are designed and constructed to meet the present requirements. If needed, the concessionaire can go ahead to scale up/ expand the Project Facility to meet the requirements of handling future increase in waste generation over the Concession Period with the consent of MCD on the same Project Site without additional land;	However, plant scaling up charges to be borne by the Authority before commencement of activities by the Concessionaire.	As per RFP
191.	CA	Page No. 30 & Clause 5.22.bb	Third party performance audit will be carried out at suitable intervals by the authorized agencies (Independent Expert) at the cost of Concessionaire. The Concessionaire will be required to assist the agency in the regular performance audit monitoring and	Please specify, at what intervals such third party audits will occur?	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			preparation of comprehensive reports;		
192.	CA	Page No. 30 & Clause 5.2.y	allow access to the officers of MCD and /or Independent Engineer into the Project Facilities and to provide duly furnished air-conditioned office of sufficient size with toilet, with computer and printer etc. at project site and also make arrangements for inspection of senior officers of MCD and officers of other government departments;	Please clarify, for how many members- office arrangement has to be made? it is required to have these details to consider the same in our costing.	As per RFP
193.	CA	Page No. 33 & Clause 5.4	The Authority shall supply and make available to the Concessionaire during each day, MSW in accordance with the provisions of this Agreement. The minimum assured quantities for MSW supply is 2400 TPD	Since minimum assured Qty is 2400 TPD, can concessionaire construct the plant facilities to cater to the needs of 2400 TPD? Please confirm. If minimum assured Qty is not provided with for 3 days in a month, concessionaire shall be paid with actual losses & loss of profit at actuals.	As per RFP
194.	CA	Page No. 34 & Clause 5.5.c	The Concessionaire shall take all Applicable Approvals in sequence and comply with the provisions therein from time to time.	Does this project had Environment Clearance (EC), if so, please provide the copy of the same.	As per RFP
195.	CA	Page No. 34 & Clause 5.5. f	The Bidder shall have the option to choose any combustion technology for the purpose of scientific disposal of MSW. The Bidder shall propose a technology, which should be following SWM Rules 2016 notified by Ministry of	if Hon'ble court(s)/NGT directions has had any financial implications on project/Concessionaire same shall be paid at actuals by the Authority only.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			Environment, Forest & Climate Change (MoEF&CC), as amended from time to time and order/directions of Hon'ble Court(s)/NGT.		
196.	CA	Page No. 34 & Clause 5.6	Organize and Manage IEC Activities	The respective scope of services / obligation to be deleted, because of the nature of work the concessionaire is not responsible for connecting with the waste generators. Generally, this IEC activities will be included and part of the Collection & Transportation Projects.	The IEC activities with respect to proposed project involves, but not limited to, the following: i. Awareness Campaigns for improving negative image of WtE Projects ii. Maintaining transparency in emission and discharge parameters through CEMS iii. Displaying real time emission levels at the gate of the facility iv. Absorb some ragpickers in the waste-to-energy plant for pre-sorting activities v. Imbibe vocational / skill-based trainings to the waste-pickers to earn better livelihood vi. Conducting regular camps for health hygiene, vaccination, and disease management programs
197.	CA	Page No. 40 & Clause 6.2	Notwithstanding anything to the contrary contained in this Agreement, in the event that financial closure does not occur, for any reason whatsoever, within the period set forth in Clause 6.1.2	It appears to be a typo occurred and hence requested to alter the clause numbers appropriately under the clause 6.1 of general obligations	Serial No. 6.3.1, 6.3.2, 6.3.3 & 6.3.4, under Clause 6.1 – General Obligations, to be read as Serial No. 6.1.1, 6.1.2, 6.1.3 & 6.1.4.
198.	CA	Page No. 46 & Clause 9.3.2	Subject to Clause 9.3, the Authority shall disburse each tranche of the Grant as and when due, but not later than 15 (Fifteen)	If there is any delay beyond 15 days in grant disbursal, concessionaire is entitled for interest at the rate of SBI PLR +	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			days of receiving a request from the Concessionaire along with necessary particulars concerning completion of the milestones set out above.	3% pre Anum from the due date of payment	
199.	CA	Page No. 47 & Clause 9.3.4	The VGF to be disbursed upon achieving the first three milestones shall be disbursed to the Concessionaire provided that the Concessionaire submits a Bank Guarantee of equivalent amount in favor of the Authority, which shall be until 2 years after Scheduled COD.	As the VGF/Grant amounts are being released to the Concessionaire upon achieving and expending money on a particular milestone, submission of Bank guarantee against receiving Grant amount is unnecessary and will leads to additional financial burden on the concessionaire, as such the whole purpose of Grant/VGF would be defeated. Therefore, it is requested Authority to release VGF/Grant amounts to concessionaire on achieving milestones without seeking any Bank guarantee (s) thereto	As per RFP
200.	CA	Page No. 49 & Clause 10.2. b	Deposit into Escrow Account: Deposit by the Authority Termination Payments.	Request Authority to deposit termination payments directly into the concessionaire account, as Escrow account has barely relevant by the time project gets terminated.	As per RFP
201.	CA	Page No. 51 & Clause 11.2. a	act of God, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or	Please include epidemic and pandemic also	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
			ionising radiation, fire or explosion.		
202.	CA	Page No. 59 & Clause 11b. 1c	Provided that if no agreement is reached in respect of aforesaid remedial measure to cure the adverse effect of Change in Law within 90 (Ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount equivalent to 50% (Fifty Per Cent) of Additional Cost as determined/certified by the Independent Engineer based on the facts and circumstances and verification of information submitted by the Concessionaire.	When will the remaining 50% of additional costs be paid to the Concessionaire? Please confirm.	As per RFP
203.	CA	Page No.61 & Clause 12.3.(ii)	Authority fails to supply MSW to the Concessionaire for a continuous period of 30 (Thirty) days;	30 days relaxation for supply of waste will affect the operation of plant and leads to entire shut down of the plant, if the waste is not available for the 30 days, so there should be equal and unbiased conditions and commitment for both party of the contract and events of defaults conditions as well. so, the respective clause to be amended as "Authority fails to supply MSW to the Concessionaire for a continuous period of 3 (Three) days"	As per RFP
204.	CA	Page No.61 & Clause 12.3	Authority Event of Default	Please include - Authority's failure to disburse the Grant amount as and when due in line	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				with the illustration given under clause 9.3.2 (i.e., as and when due, grant will be disbursed within 15 days after receiving request from the Concessionaire).	
205.	CA	Page No.61 & Clause 12.3. i	The Site has not been handed over to the Concessionaire	Please modify - The Site has not been handed over to the Concessionaire as per clause 3.1 i.e., within 30 days from the Execution date	As per RFP
206.	CA	Page No.68 & Clause 15.1	Dispute Resolution	We request the authority to incorporate the clause of resolving the dispute through "Arbitration and Conciliation act 1996" through Tribunal of Arbitrators.	Reply as per S.No. 119 above
207.	CA	Page No.68 & Clause 15.1.c	Either Party may require such Dispute to be referred to the Commissioner, MCD (or the Person holding charge) and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement.	Please change this to Authorized representative of the Concessionaire instead of Chief Executive Officer.	Reply as per S.No. 119 above
208.	CA	Page No.68 & Clause 15.1.c	Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 (Fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute	Please include - If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either party may refer the Dispute to arbitration in accordance with the Arbitration and conciliation Act, 1996 and any amendment from time to time. The Arbitrator shall issue a reasoned award and such award shall be final and binding on the	Reply as per S.No. 119 above

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				Parties. The place of arbitration shall be Delhi and the language of arbitration shall be English.	
209.	CA	Page No.81 & Clause Annexure # 1	The recyclable fraction like plastic, metals, C&D waste are to be channelized to authorized recyclers	<p>Request you to delete the wording of "C&D Waste" and "Drain & Sweeping Silt" from the respective clauses because the respective project / plant is designed to generate the power.</p> <p>So as per the obligation of the contract 'MCD should provide Fresh Mixed Waste to the gate of the plant". If any excluded waste or legacy waste is provided by the MCD, then the concessionaire has a right to reject it and MCD should lift and transfer the waste at his cost.</p>	Reply as per S.No. 23 above.
210.	CA	Page No.82	General (Tariff based bidding is not permitted)	<p>The following clauses in the MSW Rules 2016, clearly states that Tipping Fee should be paid by the concern ULB's for Processing of the waste and Waste to Energy is a internal part / technology of integrated processing facility.</p> <p>1. MSW Rules 2016 : Clause # 4.3.3 "Where the tariff of power is not high enough to ensure financial sustainability of the plant, a tipping fee may be considered by the ULB."</p>	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				<p>2. MSW Rules 2016 : Clause # 3.3.3.1 “ Produced electricity or stream can be sold on a sustainable basis (e.g., feeding into the general grid at adequate tariffs) & It is possible to absorb the increased treatment cost through management charges and tipping fees.”</p> <p>3. MSW Rules 2016 : Table # 1.15 - Build-Own- Operate (BOO) “The private partner builds a facility that is based on a defined design and owns and operates it. The private partner charges a tipping fee to recover its cost”.</p>	
211.		Page No.82	General (Tariff based bidding is not permitted)	<p>4. MSW Rules 2016 : Definitions “Tipping Fee : A fee or support price determined by the urban local body or any state agency authorized by the state government to be paid to the concessionaire or operator for handling one or more components of solid waste.”</p> <p>5. MSW Rules 2016 : Clause # 1.4.1.3.5 “The tipping fee should be structured so as to enable viable implementation of the project depending on the circumstances and the location of the project.”</p>	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
				6.MSW Rules 2016 : Clause # 1.4.1.3.5 "The tipping fee should be structured so as to enable viable implementation of the project depending on the circumstances and the location of the project."	
212.			Extension of Submission Date	<p>We request the authority to extend the submission date for minimum of 4 to 6 weeks (minimum 45 days) from the date of clarification given because this is a waste to energy project, where in the Equipment Supplier, Design and Engineering Companies to be involved for formulation of the project and its costing.</p> <p>So we request the authority to consider to provide a sufficient time as we need to involve the foreign suppliers and vendors as well.</p>	As per RFP
213.			Waiving of Penalties during Pre COD / Scheduling	We request the authority that penalties should not be applicable or to be waived off during the Commissioning Stage, During Scheduling of Power Evacuation or until full load is achieved.	As per RFP
214.	Corrigendum No. 3		Bid Due Date: 16.09.2022	We request you to kindly extend the Bid Due date till 16.09.2022, to study the RFP document in detail and to take legal opinion on CA and PPA.	As per RFP

S.No.	DOCUMENT (RFP/CA/PPA)	REFERENCE PAGE & CLAUSE NO.	DESCRIPTION / QUERY	REQUESTS / CLARIFICATIONS SOUGHT	MCD REPLY (Draft)
215.	RFP	Pg. No. 61, Certificate from Statutory Auditor, Para 1, last line	By virtue of the aforesaid share- holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.6 of the RFP.		To be read as: By virtue of the aforesaid share- holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.5 of the RFP.
216.	RFP	Pg. No. 69 (Appendix B5, Financial Eligibility of the Bidder, Sr No. 7 & 10)	7.) The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.6. 10.) In the event that credit is being taken for the Financial Capacity of an Associate, as defined in Clause 2.2.6, a certificate from Statutory Auditor / Company Secretary as given in Appendix B2 should be attached.		To be read as: 7.) The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.5. 10.) In the event that credit is being taken for the Financial Capacity of an Associate, as defined in Clause 2.2.5, a certificate from Statutory Auditor / Company Secretary as given in Appendix B2 should be attached.
217.	RFP & CA	Clause 5.2.1 & Annexure-G of the RFP; and Clause 9.4 of the draft CA	Value of Discount Factor for the computation of Levelized Tariff		The value of Discount Factor in Clause 5.2.1 & Annexure-G of the RFP and accordingly in Clause 9.4 of the draft CA, to read as 8.44 instead of 9.50. Accordingly, Annexure-G of the RFP has been revised and attached as Annexure-IV .

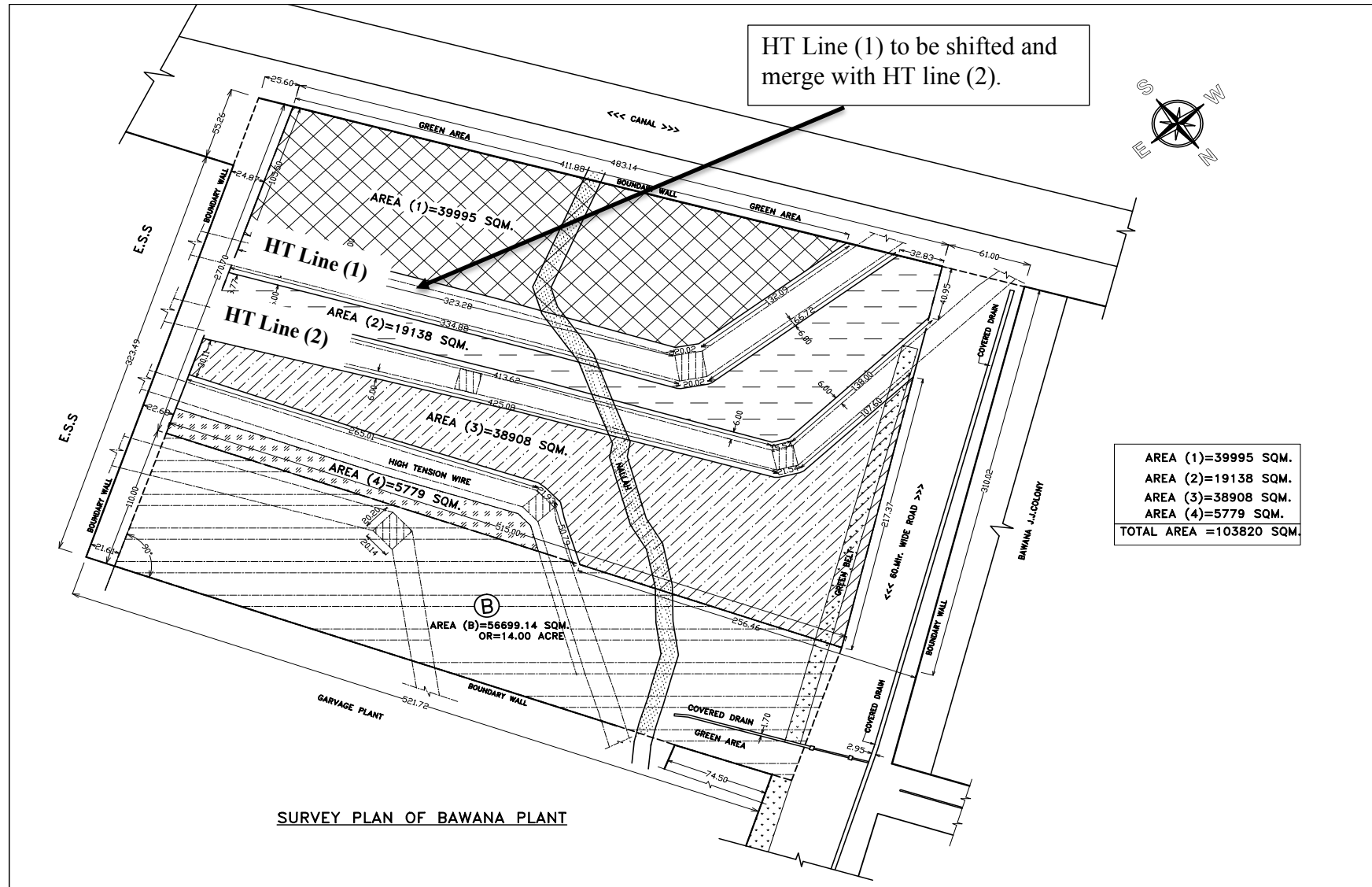
Annexure-I

4.2 Evaluation of the Technical Proposal

4.2.1 The Criteria, sub-criteria and point system for detailed technical evaluation shall be as follows:

S. No.	Specific experience of the bidder relevant to the proposed project	M.M (100)
A.	Financial Capacity (As per the bank / CA statement)	40 marks
	Equals to 151 Cr.	24 Marks
	Above 151 Cr. to 200 Cr. (on pro-rata basis)	30 Marks
	Above 200 Cr. to 250 Cr. (on pro-rata basis)	35 Marks
	Above 250 Cr. to 300 Cr. (on pro-rata basis)	40 Marks
B.	Technical Experience	60 marks
B1.	Experience in development of WtE projects <i>(The project shall have been under operation for at least 1-year post COD, for consideration as eligible project)</i>	30 marks
	Development of at least 1 project of WtE with 500 TPD capacity or higher, in last 10 financial years in India or Abroad	18 marks
	Development of more than 1 project of WtE with 500 TPD capacity or higher, in last 10 financial years in India or Abroad	30 marks
B2.	Experience in Operation & Maintenance of WtE projects <i>(The project shall have been operated for at least 1-year post COD, for consideration as eligible project)</i>	30 marks
	O&M of at least 1 project of WtE with 500 TPD capacity or higher, in last 10 financial years in India or Abroad	18 marks
	O&M of more than 1 project of WtE with 500 TPD capacity or higher, in last 10 financial years in India or Abroad	30 marks

Annexure-II



Annexure-III

15. DISPUTE RESOLUTION

15.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, decision or opinion of the Independent Engineer (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in **clause (b)** below.
- (b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- (c) Either Party may require such Dispute to be referred to the Commissioner, MCD (or the Person holding charge) and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within Fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within Fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of **Article 15.2** below.

15.2 Arbitration

(i) Procedure

Subject to the provisions of **Article 15.1**, any Dispute which is not resolved amicably shall be finally settled by reference to arbitration by a Sole Arbitrator to be appointed with the mutual consent of the Parties. Such arbitration shall be held in accordance with the provisions of the Arbitration Act. The expenses of arbitration shall be borne equally by both the Parties.

(ii) Place of Arbitration

The place of arbitration shall ordinarily be Delhi but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

(iii) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. Any party using Hindi/other than English as language shall supply the other party an authorized transcript of true translation of its submissions into English at its costs and expenses.

(iv) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

15.3 Performance during Dispute

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

Annexure-IV

Computation of Levelized Tariff (Annexure G of the RFP)

Illustration for evaluation of bids

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