

**SUBJECT:- COLLECTION, TRANSPORTATION AND DUMPING OF CONSTRUCTION & DEMOLITION
(C & D) WASTE FROM NDMC AREA ON PPP MODEL.**

QUERIES RAISED BY BIDDERS DURING PRE-BID MEETING HELD ON 15.02.2016 AT 2.30 PM.

S. No.	RFP Clause	Queries/Suggestions	Clarification
Queries from Metro Waste Handling Pvt. Ltd (Reference e-mail dated 10.2.2016).			
1	The Successful bidder must ensure that C&D Waste received at the site is transported, dumped for processing, recycling and for reuse to avoid dumping of C&D Waste in landfills.	How can the bidder ensure the same?	It is the responsibility of the bidder to dump the material at recycling plant site and submit the deposit receipt.
2	1.4(D) All dues, taxes and other levies etc. (as applicable) shall exclusively be borne by the successful bidder. The Bidders shall include all dues, taxes and other levies etc., in the tipping fee receivable/payable from NDMC. Nothing extra shall be paid to the successful bidder.	There is no clarity regarding applicability of taxes like Service Tax, VAT, and G.S.T on such works. Such indirect taxes should be paid if applicable.	Bidder have to submit details all the taxes applicable of the subject service at the time of submission of bid and any other direct tax applicable after that shall be reimbursed by the department as per actual payment made.
3	1.5: The concession period for the Project shall be of Seven (7) years from the signing of the concession agreement.	The concession period should be 7 years and 6 months. As 6 months are required for mobilization.	Three months for mobilization of the C & D waste bins, Hook loader and other required equipments shall be exclusive from the 7 years concession period.
4	2.2.2: Concessionaire must take responsibility to advertise the toll free helpline number in print (leaf lets, newspapers).	This should be done by NDMC as the cost can vary from few thousand rupees to million rupees a month.	Agreed, to be done by NDMC. RFP clause 2.2.2 withdrawn.
5	2.2.6: At some collection points / location the proper screen/view cutter are to be provided by the successful bidder so that the waste does not get scared and does not become an eyesore.	Extra cost per day for such view cutters should be paid.	Not agreed.

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6	The successful bidder will have to set up a mechanized workshop facility at the nearby NDMC area for parking, repair and maintenance of C&D waste bins, vehicles and equipments.	This should be left to the bidder as it is not feasible to take workshop for such a small project.	The workshop facility for parking, repair and maintenance of C & D waste bins, vehicles and equipments are the essential requirement for successful implementation of project and to avoid eventualities in smooth working. Therefore bidder has to declared/disclose such facilities / arrangement.
7.	2.7: The Concessionaire shall dispose of all the C&D Waste from NDMC area to C&D waste processing site at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfills site of EDMC.	The area should be freezed and change in rate based upon change in location of site should be clarified.	The Shastri Park, Shahdara and Gazipur landfills are two sites consider at present. For any other change of site will be considered when the eventuality will arised and distance variation shall be calculated from the head quarter NDMC, Palika Kendra, New Delhi
8	2.8.4 The Concessionaire must allocate a specified budget for creating awareness for the project.	This should be specified by the department	Agreed. NDMC will carry out awareness programs and clause 2.8.4 withdrawn.
9	3.19 The estimate quantity of C&D waste is taken approximate 50-90 metric tons (Average 70 tons per day) including all the sources in NDMC area and C&D Waste may be mixed waste such as C&D Waste with some quantity of MSW / Filth / Silt etc. No segregator is ensured by the NDMC however the awareness	In MSW project, we were informed that the waste generation is 350 MT Per day whereas actual waste MSW generation is just 160 MT Per day. NDMC should give a minimum guaranteed amount to ensure recovery of manpower and EMI cost.	The estimate quantities of C&D waste are calculated after considering all the eventualities in the NDMC area.
10	5.8.3 Minimum Average Annual Turnover of Rs. 7 Crores (Rupees Seven Crores only) in last three consecutive financial years.	Can this be from other works like trading?	Audit report of the agency will be Considered.
11	5.8.4(a) Experience in handling of fleet for mechanized transportation vehicles / Hook Loader etc. for C&D Waste/Municipal Solid Waste/Landscape Waste of minimum 5 (Five)	5 Cubic Meter capacity should be the capacity of tipper or hook loader/dumper placer container?	No change since mechanized transportation vehicles is self explanatory.

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	Vehicles of minimum 5 cubic meter capacity at least for three years in last seven years.		
12	6.6.1 The Bidder making the lowest Financial Proposal shall be declared as the Successful Bidder. NDMC may choose to accept the Proposal of the successful Bidder.	NDMC should offer the work to bidder with maximum marks. Otherwise bidders will propose minimum infrastructure to become L 1.	Not agreed
13	6.6.10 Payment of tipping fee to the concessionaire shall be made only for the bill presented for payment along with all required documents such as deposit receipt / Gate pass, GPS records, payment made by concessionaire towards the labour, EPF, ESIC, Insurance, Octroi fee etc and certified by the person/agency authorized by the competent authority.	ESI/PF is paid between 15 th to 20 th of the subsequent month. As such it should be taken next month.	For which the bidder has to submit the undertaking of "No dues" of previous month and to pay in next month for due amount.
14		To claim experience of vehicles, are we required to enclosed copies of RCs in our name?	Yes
15		In case the proposed methodology does not meet the requirements of the department in terms of Annexure 11 & 12, would the bidder be qualified for financial bid opening?	No
16		The increase in tipping fee should be linked with cost of fuel and labour.	No increase in fuel and labour will be entertained for escalation in tipping fee during the concession period. The amended 'Annexure 15' for the financial bid is enclosed herewith.



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17		RFID tag, reader etc should be installed through an expert IT agency by NDMC for transparency and to avoid conflict of interest.	Not Agreed
18		Please provide copy of Draft Concession Agreement.	Will be uploaded well before the submission of bid.
19		Percentage increase should be on compounding basis.	Clear details the calculation of tipping fee in Annexure 15 of RFP.
20		We are planning to set up a C&D waste processing plant within Delhi/NCR. Can we take this waste to our own plant and set up a weighbridge for payment purpose?	Only tipping fee will be paid subject to verification of weighbridge at any time or verification at Dharam Kanta weighbridge with the prior approval of NDMC. No other processing/promotion etc. fee will be paid to the successful bidder.
M/s IL & FS Environmental Infrastructure & Services Limited			
21	RFP Notice, Para 1 The project would involve for providing the C & D waste bins, Collection of C&D Waste in NDMC area and development of Hook-loaders for transportation of the C&D Waste through bins upto the dumping sites at Shastri Park, Shahdra, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC	Please note that the location of dumping shall be finalized at this stage itself as the quoted tipping fee rate will be determined based on the distance of transportation to a particular dumpsite and charge in location of dumpsite at the later stage might lead to increase in cost for transportation for the bidder. Hence it is requested to provide any one location of the dumpsite.	Already replied at serial No. 7 above.
22	Clause 1.1 (m) NDMC intends to implement the Project through a Public-Private-Partnership, by	Please note that 2 months implementation time is too less considering the time required in detailed	Already replied at serial No. 3 above.

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	awarding a 7-year Concession and 2 months implementation time on PPP format to a private operator, identified and selected through a National Competitive RFP Process	<p>planning, delivery of vehicles and equipments.</p> <p>Hence it is requested to provide minimum 6 months for implementation of the project from the date of signing of concession agreement.</p>	
23	<p>Clause 1.1 (n)</p> <p>The Selected Bidder, who is a company incorporated under the Companies Act, 1956/2013 (the "Concessionaire"), shall be responsible for providing, finance, procure, operate and maintain the Project in accordance with the provisions of the concession agreement (the "Concession Agreement") to be entered into between the Selected Bidder and the NDMC in the form provided by the NDMC as part of the RFP documents pursuant hereto.</p>	<p>Draft Concession Agreement is not available along with the RFP document.</p> <p>Kindly provide the draft concession agreement for the project.</p>	Already replied at serial No. 18
24	<p>Clause 1.1 t (i)</p> <p>The title of interest, ownership and rights with regard to the C&D Waste bins for the Project provided by the Successful Bidder on behalf of NDMC in the NDMC area along with fixtures/fittings provided therein and the land where these C&D Waste bins are kept for collection the C&D Waste shall vest with the NDMC except that these facilities/infrastructures will be operated and maintained by the Successful Bidder; as per the requirements of this proposal.</p>	<p>Please note that the Proposed project shall be financed by the lenders and they require a first charge on the assets so that they can recover their investments by sale of project assets in case of any default by Concessionaire. Further, it is a standard practice for PPP Projects to provide the lenders the first charge on the project assets.</p> <p>Hence, we suggest that the lenders to provide with the first charge on all the project assets or else financing of the project shall not be possible.</p> <p>Please note that the ownership of land will remain with the NDMC.</p>	The C&D Waste bins are only considered in this case and other vehicle hook loader/equipment will remain with successful bidder. For the C&D waste bins, in case of default, the terms and condition are defined in termination clause clearly in draft agreement.

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25	<p>Clause 1.4 (c)</p> <p>NDMC shall pay the tipping fee for the Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste on monthly basis for the dumped quantity of C&D Waste at Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC as per the rate agreed under the concession agreement.</p>	<p>We suggest that NDMC shall release the payment within 15 days from the date of billing.</p> <p>Please note that there shall be Escrow Account or a Revolving letter of credit funded with an amount equivalent to 3 months of fees to ensure the payments to Concessionaire.</p> <p>In case of delay in payments from NDMC, funds from the Escrow account or Revolving letter of credit may be disbursed.</p>	No change

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26	<p>Clause 2.1.1 New Delhi Municipal Council Area (42.73 sq.km) is a Central Delhi area comprising of Business Hub & Central Govt offices, Embassies, important heritage monuments and markets of New Delhi as shown in Annexure-1. It is divided in fourteen Zones for micro level management of Civics amenities. Approximately 50-90 Metric Tons of Construction & Demolition waste ("C&D Waste or Malba") are estimated on a daily basis in NDMC area.</p>	<p>NDMC shall assure minimum quantity of C&D Waste that will be made available and the Concessionaire shall be compensated for the shortfall quantity at the tipping fee rate.</p>	<p>Already replied at serial No. 9</p>
27	<p>Clause 2.4.2 NDMC will not provide the land / space for setting up the workshop for maintenance or parking the vehicles or C&D Waste Bins under this RFP. The successful bidder has to be arranged the same at his own cost and arrangement.</p>	<p>NDMC shall provide the land for setting up of workshop and parking spaces.</p>	<p>Already replied at serial No. 6</p>
28	<p>Clause 5.8.2 Experience of Similar Work:-</p> <p>And Clause 5.8.4 Financial Capacity</p>	<p>Please note that most of the PPP Project is implemented by Special Purpose Vehicles.</p> <p>Hence it is requested to consider the experience of fully owned subsidiaries of the bidder under these criteria.</p>	<p>Not agreed.</p>

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29	<p>Clause 6.6.1</p> <p>The Bidder making the lowest Financial Proposal shall be declared as the Successful Bidder. NDMC may choose to accept the Proposal of the successful Bidder.</p>	<p>Please note that in financial bid tipping fee rate and annual percent escalation is to be quoted.</p> <p>Please clarify how the lowest financial proposal will be calculated.</p> <p>We suggest that the escalation rate shall be fixed at 5% per annum and only tipping fee per ton of C&D Waste shall be asked in the financial bid.</p>	<p>The 'Annexure'15 ' for Financial bid is revised and enclosed herewith. The tipping fee for the first year is to be quoted by the bidder and subsequent year fee is also calculated after increasing of 7 % (Seven percentage) as per Annexure 15.</p>
30	<p>Extension Request</p>	<p>Please note that detailed site survey and financial calculations will be required to be done.</p> <p>Hence it is requested to provide minimum 3 weeks from the date of issuance of pre bid clarification i.e. upto 12th March 2016 for submission of bid.</p>	<p>The date of last date of submission of bids has already been extended.</p>
The following Amendment are made in RFP due to amended Annexure -15			


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31.	<p>Article- I Para 1.1 Project Background</p> <p>(q) The Bidder shall quote tipping fee for first year and also quote the percentage increase in tipping fee annually on the previous year tipping fee for subsequent year during the concession period.</p>	-	<p>Amended Article- I Para 1.1 (q) may be read as under</p> <p>The Bidder shall quote tipping fee for first year and for the subsequent year the tipping fee after increasing 7 % (seven percentage) annually on the previous year tipping fee during the concession period.</p>
32.	<p>Para1.4 Tipping Fees</p> <p>(b) The Bidder shall quote tipping fee for first year and also quote the percentage increase in tipping fee annually on the previous year tipping fee for subsequent year during the concession period.</p>	-	<p>Amended Para 1.4 (b) may be read as under</p> <p>The Bidder shall quote tipping fee for first year and for the subsequent year the tipping fee after increasing 7 % (seven percentage) annually on the previous year tipping fee during the concession period.</p>
33.	<p>Proposed evaluation:- Part III- Financial Bid Para 6.5.2</p> <p>The format for quoting the Financial Proposal is set out in Appendix 15.</p>	-	<p>Proposed evaluation:- Part III- Financial Bid Para 6.5.2 may be read as under</p> <p>The format for quoting the Financial Proposal is set out in 'Amended Annexure 15'.</p>

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34.	-	-	<p>The following sub para have been added against RFP clause 2.6 in sub para 2.6.1:-</p> <p>(i) The successful bidder will link their complaint redressal numbers with toll free nos. of NDMC i.e. 1533 in addition to his control room no.</p> <p>(ii) Successful bidder will print NDMC toll free No and mobile apps on all the C&D Waste bins, Hook Loaders and Vehicles deployed under this concession agreement.</p> <p>(iii) The successful bidder will install GPS Device and RFID Tags in all the bins and Hook loaders for web based and mobile based monitoring mechanism.</p> <p>(iv) The successful bidder will geo fencing the NDMC area boundaries to the satisfaction of NDMC on the base map provided by the NDMC or as per the convenient of NDMC on Google map so that the tracking and placing on demand C&D Waste bins will be integrated with NDMC citizen app to the satisfaction of NDMC.</p>


 (Er. A.K. Aggarwal)
 Executive Engineer(RIP)


 11/4/16

GUIDELINES AND FORMAT FOR FINANCIAL BID

FINANCIAL BID

SUB: Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area on PPP Model.

1. The Bidder shall quote tipping fee for first year and for the subsequent year the tipping fee after considering the increase of 7 % (seven percentage) annually on the previous year tipping fee during the concession period.
2. Tipping Fee for the first year and for the subsequent year are to be quoted as below:

Sl. No	Description	Offer Rate (Per Metric Ton per day) in Rupees.
1	Tipping Fee for Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC Area. (For First Year) (in word)
2	Tipping Fee for Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC Area. (For Second Year) (After increase of 7% annually as above) (in word)
3.	Tipping Fee for Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC Area. (For Third Year) (After increase of 7% annually as above) (in word)
4.	Tipping Fee for Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC Area. (For Fourth Year) (After increase of 7% annually as above) (in word)
5.	Tipping Fee for Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC Area. (For Fifth Year) (After increase of 7% annually as above) (in word)
6.	Tipping Fee for Collection, Transportation, and

	Dumping of Construction and Demolition (C&D) Waste from NDMC Area. (For Sixth Year) (After increase of 7% annually as above)	(in word))
7.	Tipping Fee for Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC Area. (For Seventh Year) (After increase of 7% annually as above) (in word)

- (a) The C&D waste shall be weighed at the dumping / processing site i.e. Shastri Park Shahdara, Delhi or any other approved site by NDMC including Gazipur landfill site of EDMC, for payment to successful Bidder on monthly basis during the concession period.
- (b) The above offer rates of tipping fee by the bidder are inclusive of all duties, taxes, service tax and other levies etc. (as applicable). The Bidders shall include all duties, taxes, services taxes, EPF, Insurance, ESI and other levies etc. **Nothing extra shall be paid** and No escalation will be paid to the successful bidder on account of increase in Labor, fuel etc. during the concession period.
- (c) The successful bidder have to submit daily collection, transportation and dumping details of C&D Waste depositing online (Real time) along with the GPS details for transportation of C&D Waste.
- (d) NDMC will pay directly the processing fees for C&D Waste to EDMC as per the C&D Waste dumped by the successful bidder, against the receipt / gate pass issued of EDMC etc.
- (e) For on demand facility in NDMC area, the C&D waste charge shall be deposited by the large generator of C&D waste to NDMC and C&D waste bins shall be provided by the successful bidder. No other payment to be made to the successful bidder in this account.
- (f) The 7% (seven percentage) increases in tipping fee annually on the previous year tipping fee is to be taken by the bidder for quoting the tipping fee for subsequent year tipping fee in aforesaid table.

Bidder's Full Name, Address

Tel no, Fax no., mobile no. (if any)

Bidder's signature and office stamp

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