



Biomining and Bioremediation of 12 Legacy Waste Dumpsites across Kerala

RFB Reference No.: IN-SUCM -394361-CW-RFB

Corrigendum 3

S: No	RFB Reference	As per original RFB Guidelines		Revisions in the RFB	
1	E-Procurement Notice Table Page No. 5	Period of Completion: 270 days.		Period of Completion: 360 days Period of Completion wherever used in the RFB shall be 360 days including Monsoon period.	
2	ITB 4.1 (b) Section II BDS Page 36	Place where the agreement to form JV to be registered is Thiruvananthapuram, Kerala.		Place where the agreement to form JV to be registered anywhere in India.	
3	Clause 12.3 Section I - Instructions to Bidders Page No. 17	12. Process of Bid Submission	12.3 Submission of Original Documents: The bidders are required to separately submit (i) original payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (ii) original bid security or Bid-Securing Declaration in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted. These original documents shall be sealed in an envelope(s) that (a) shall bear the name and address of the Bidder; (b) shall be addressed to the Employer; and (c) shall bear the specific identification of this bidding process as indicated in BDS 1.1.	The bid is required to be submitted online only. No hard copy submission at bid stage	
4	Clause 2.1 Pg. no. 47 Section III - Evaluation and Qualification Criteria	Average Annual Turnover within the last five financial years (1st April 2018 to 31st March 2023) (Certified by CA/ Statutory Auditor of Bidder)	10	Average Annual Turnover within the last five financial years (1st April 2018 to 31st March 2023) (Certified by CA/ Statutory Auditor of Bidder)	10
		=Rs 1000 million	4	=Rs 500 million	4
		>Rs. 1000 million to <= Rs. 1200 million	8	>Rs. 500 million to <= Rs. 600 million	8
		>Rs. 1200 million	10	>Rs. 600 million	10

S: No	RFB Reference	As per original RFB Guidelines		Revisions in the RFB																											
5	Clause 1.1 & 1.2 Technical Proposal Scoring Methodology Section III - Evaluation and Qualification Criteria Page No. 46	1.1	Experience of successfully completion of Biomining and Bioremediation of legacy waste dumpsites between 1 st January 2019 and bid submission deadline, with any Urban Local Body/ Government bodies/ Public Sector Undertakings in India with direct contract with them a. From a Single Project- Biomining and Bioremediation quantity per annum <table border="1" data-bbox="636 548 1161 678"> <tr> <td>>1,35,000 M³ to <=1,90,000 M³</td> <td>10</td> </tr> <tr> <td>>1,90,000 M³ to <=2,44,000 M³</td> <td>14</td> </tr> <tr> <td>>2,44,000 M³</td> <td>20</td> </tr> </table> b. From Multiple Projects (maximum three)- Biomining and Bioremediation quantity per annum <table border="1" data-bbox="636 816 1161 946"> <tr> <td>>1,62,000 M³ to <=2,16,000 M³</td> <td>10</td> </tr> <tr> <td>>2,16,000 M³ to <=2,71,000 M³</td> <td>14</td> </tr> <tr> <td>>2,71,000 M³</td> <td>20</td> </tr> </table>	>1,35,000 M ³ to <=1,90,000 M ³	10	>1,90,000 M ³ to <=2,44,000 M ³	14	>2,44,000 M ³	20	>1,62,000 M ³ to <=2,16,000 M ³	10	>2,16,000 M ³ to <=2,71,000 M ³	14	>2,71,000 M ³	20	20	1.1	Experience of successfully completion of Biomining and Bioremediation of legacy waste dumpsites between 1 st January 2019 and bid submission deadline, with any Urban Local Body/ Government bodies/ Public Sector Undertakings in India with direct contract with them a. From a Single Project- Biomining and Bioremediation quantity per annum <table border="1" data-bbox="1392 581 1892 711"> <tr> <td>>1,35,000 M³ to <=1,90,000 M³</td> <td>10</td> </tr> <tr> <td>>1,90,000 M³ to <=2,44,000 M³</td> <td>14</td> </tr> <tr> <td>>2,44,000 M³</td> <td>20</td> </tr> </table> Or, b. From Multiple Projects (maximum three)- Biomining and Bioremediation quantity per annum <table border="1" data-bbox="1392 889 1892 1019"> <tr> <td>>1,62,000 M³ to <=2,16,000 M³</td> <td>10</td> </tr> <tr> <td>>2,16,000 M³ to <=2,71,000 M³</td> <td>14</td> </tr> <tr> <td>>2,71,000 M³</td> <td>20</td> </tr> </table>	>1,35,000 M ³ to <=1,90,000 M ³	10	>1,90,000 M ³ to <=2,44,000 M ³	14	>2,44,000 M ³	20	>1,62,000 M ³ to <=2,16,000 M ³	10	>2,16,000 M ³ to <=2,71,000 M ³	14	>2,71,000 M ³	20	20
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		1.2	<p>Experience in disposal of RDF (Refused derived fuel) from a single/multiple biomining project to cement plant/ waste to energy/ thermal plants/ other Industries during any one year between 1st January 2019 and bid submission deadline a. From a Single project- RDF quantity per annum in preceding five years</p> <table border="1" data-bbox="636 483 1161 613"> <tr> <td>>27,000 MT to <=38,000 MT</td> <td>10</td> </tr> <tr> <td>>38,000 MT to <= 49,000 MT</td> <td>14</td> </tr> <tr> <td>>49,000 MT</td> <td>20</td> </tr> </table> <p>b. From a multiple project (maximum three projects)- RDF quantity per annum</p> <table border="1" data-bbox="636 716 1161 846"> <tr> <td>>32,000 MT to <=43,000 MT</td> <td>10</td> </tr> <tr> <td>>43,000,000 MT to <= 54,000 MT</td> <td>14</td> </tr> <tr> <td>>54,000 MT</td> <td>20</td> </tr> </table>	>27,000 MT to <=38,000 MT	10	>38,000 MT to <= 49,000 MT	14	>49,000 MT	20	>32,000 MT to <=43,000 MT	10	>43,000,000 MT to <= 54,000 MT	14	>54,000 MT	20	20	1.2	<p>Experience in disposal of RDF (Refused derived fuel) from a single/multiple biomining project to cement plant/ waste to energy/ thermal plants/ other Industries during any one year between 1st January 2019 and bid submission deadline a. From a Single project- RDF quantity per annum in preceding five years</p> <table border="1" data-bbox="1392 521 1892 646"> <tr> <td>>27,000 MT to <=38,000 MT</td> <td>10</td> </tr> <tr> <td>>38,000 MT to <= 49,000 MT</td> <td>14</td> </tr> <tr> <td>>49,000 MT</td> <td>20</td> </tr> </table> <p>Or,</p> <p>b. From a multiple project (maximum three projects)- RDF quantity per annum</p> <table border="1" data-bbox="1392 789 1892 914"> <tr> <td>>32,000 MT to <=43,000 MT</td> <td>10</td> </tr> <tr> <td>>43,000,000 MT to <= 54,000 MT</td> <td>14</td> </tr> <tr> <td>>54,000 MT</td> <td>20</td> </tr> </table>	>27,000 MT to <=38,000 MT	10	>38,000 MT to <= 49,000 MT	14	>49,000 MT	20	>32,000 MT to <=43,000 MT	10	>43,000,000 MT to <= 54,000 MT	14	>54,000 MT	20	20
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6	Clause 3.2 'A. Qualification' Section III - Evaluation and Qualification Criteria Page No. 55	3.2	<p>Average Annual Turnover</p>	<p>Minimum average annual turnover of Rs. 1,000 Mn (Rupees One Thousand Million Only), calculated as total certified payments received for contracts in progress and/or completed within the last five financial years, divided by five years.</p>	3.2	<p>Average Annual Turnover</p>	<p>Minimum average annual turnover of Rs. 500 Mn (Rupees Five Hundred Million Only), calculated as average of total certified payments received for contracts in progress and/or completed within the last five financial years from the bid submission deadline</p>																								
Other conditions of the clause remain unchanged																															

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7	Clause 4.1 (b) 'A. Qualification' Section III - Evaluation and Qualification Criteria Page No. 56	4.1 (b)	Design Experience	A minimum number of One (1) contract of Legacy Waste processing capacity of at least 1,200 M3/ day (One Thousand Two Hundred Cubic Meter per day) or Multiple (maximum three) Concurrent contracts (should have been designed in the same year) of at least cumulative Legacy Waste Processing Capacity of 1,500 M3/ day (One Thousand Five Hundred Cubic Meter per day) for the design of Legacy Waste Dumpsite remediation through Bioremediation and Biomining process/ Landfill mining/ Biomining/ Land reclamation through Biomining successfully completed between 1 st January 2019 and bid submission deadline. The selected design contracts shall relate to Employer's requirement under section VII	4.1 (b)	Design Experience	A minimum number of One (1) contract of Legacy Waste processing capacity of at least 800 M³/ day (Eight Hundred Cubic Meter per day) or, Multiple (maximum three) Concurrent contracts (should have been designed in the same year) of at least cumulative Legacy Waste Processing Capacity of 1,000 M³/ day (One Thousand Cubic Meter per day) for the design of Legacy Waste Dumpsite remediation through Bioremediation and Biomining process/ Landfill mining/ Biomining/ Land reclamation through Biomining successfully completed between 1 st January 2019 and bid submission deadline. The selected design contracts shall relate to Employer's requirement under section VII
8	Clause 4.3(a) Pg. no.57 Section III - Evaluation and Qualification Criteria	4.3 (a)	Specific Work & Contract Management Experience	(i) A minimum number of One (1) similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor between 1st January 2019 and bid submission deadline: (i) One contract of minimum value Rs. 400 Mn (Rupees Four Hundred Million) Or, (ii) More than One Contract (maximum three) each of minimum contract value of Rs. 125 Mn (Rupees One Hundred Twenty-Five Million Only), but with total value of all contracts equal or more than Rs. 500 Mn (Rupees Five Hundred Million Only)	4.3 (a)	Specific Work & Contract Management Experience	(i) A minimum number of One (1) similar contract specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor between 1st January 2019 and bid submission deadline: (a) One contract of minimum value Rs. 400 Mn (Rupees Four Hundred Million) Or, (b) One Contract of minimum quantity of 2,16,000 M³ per annum of Legacy Waste Or, (ii) More than One (1) similar contract (Maximum three) specified

S: No	RFB Reference	As per original RFB Guidelines		Revisions in the RFB	
					<p>below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor between 1st January 2019 and bid submission deadline:</p> <p>(a) More than One Contract (maximum three) each of minimum contract value of Rs. 125 Mn (Rupees One Hundred Twenty-Five Million Only), but with total value of all contracts equal to or more than Rs. 500 Mn (Rupees Five Hundred Million Only)</p> <p>Or,</p> <p>(b) More than one contract (maximum three) each of minimum quantity of 65,000 M³ per annum of Legacy Waste, but with total quantity of all contracts equal to or more than 2,70,000 M³ per annum of Legacy Waste.</p> <p>All other conditions of the clause remain unchanged</p>
9	Clause 4.3 (b) 'A. Qualification' Section III - Evaluation and Qualification Criteria Page No. 59	4.3 (b)	Responsibly disposed of RDF (Refused derived fuel) of quantity not less than 327,000 MT/ annum from a single project Location or cumulative 32,000 MT annum cumulative from multiple locations (maximum three locations) to Cement Plant/ Waste to Energy/ Thermal Plants/ other Industries.	4.3 (b)	Responsibly disposed of RDF (Refused derived fuel) of quantity not less than 27,000 MT/ annum from a single project Location or cumulative 32,000 MT annum cumulative from multiple locations (maximum three locations) to Cement Plant/ Waste to Energy/ Thermal Plants/ other Industries.
10	Schedule of Payments Page No. 128	The payments shall be released on milestone basis, subject to the compliances of all the clauses mentioned above and in the scope of work, as per following schedule:		The payments shall be released on milestone basis, subject to the compliances of all the clauses mentioned above and in the scope of work, as per following schedule:	

S: No	RFB Reference	As per original RFB Guidelines	Revisions in the RFB
		<ol style="list-style-type: none"> 1. An amount of 50%* of Certified payment shall be paid within 30 days of the bill submission by the Contractor/agency. 2. An amount of 45% of certified payment shall be paid within 30 days of submission of documentary proof/ evidence, as per clause (i) to (iv) mentioned above. The payment @45% for the last month's bill shall be held back and shall be released after completion of milestone '8' i.e after removal of any residue material at project sites and profiling of project sites as per recommendation of the employer. 3. The Client/ ULB shall retain 5 % of each invoice amount of the selected bidder, which shall be released within the duration as mentioned in the GCC/PCC 	<ol style="list-style-type: none"> 1. An amount of 50% of Certified payment shall be paid within 30 days of the bill submission by the Contractor/agency. 2. An amount of 47.5% of certified payment shall be paid within 30 days of submission of documentary proof/ evidence, as per clause (i) to (iv) mentioned above. The payment @47.5% for the last month's bill shall be held back and shall be released after completion of milestone '8' i.e after removal of any residue material at project sites and profiling of project sites as per recommendation of the employer. 3. The Client/ ULB shall retain 2.5 % of each invoice amount of the selected bidder, which shall be released within the duration as mentioned in the GCC/PCC.
11	Schedule of Priced Activities Table, Note No.2; Page no.125	The Quote for the Activity Design and detailed engineering S.No. '1' above should not exceed by 5% of the sum total of activities in S.No. '2'	Bidders may also note the following correction in Schedule of Priced Activities Table under Note 2 to be read as " <i>The Quote for the Activity Design and detailed engineering S. No. '1' above should not exceed by 5% of the sum total of activities in S. No. '2' to S. No. '4'</i> "
12	Schedule of Priced Activities Table, Note No.3; Page no.125	Price is to be quoted by the bidder in online BoQ format only. The above table is provided here for reference of the bidder and no price to be quoted herein above table.	Bidders may note that the Prices to be quoted by the bidders shall be filled using the FIN Form Format (Refer Page No. 121 to 126) and the same may be uploaded in PDF format separately in the ' Financial Cover '.
13	Clause 4 Section VII - Employer's Requirements Page No. 164	<p>Contract Period</p> <p>The Contract period shall be Two Hundred seventy days (270 Days) reckoned from the date of signing of the contract agreement. (Including mobilization, Statutory Clearances and Erection and Commissioning of the Plant and Machinery period of 45 days) to dispose of _____ m3 of Legacy Waste from the dumpsites in 12 ULBs in Kerala through Biomining and Bioremediation</p>	<p>Contract Period</p> <p>The Contract period shall be Three Hundred Sixty days (360 Days) reckoned from the date of signing of the contract agreement (Including maximum three (3) months of monsoon period as declared by the employer; and mobilization, Statutory Clearances and Erection and Commissioning of the Plant and Machinery period of 45 days) to dispose of Legacy Waste from the dumpsites in 12 ULBs in Kerala through Biomining and Bioremediation as per the scope of work and conditions of RFB</p>

S: No	RFB Reference	As per original RFB Guidelines			Revisions in the RFB		
14	Section VII - Employer's Requirements Page No. 157	Milestones required to be achieved within the given timeframe are as mentioned below:			Milestones required to be achieved within the given timeframe are as mentioned below:		
		S. No.	Activity to be completed	Time Period for Completion from Signing of Agreement in number of Days	S.No.	Activity to be completed	Time Period for Completion from Signing of Agreement in number of Days
		01	Submission of Workplan including updated EIA, Contractor EMP by the contractor and review and approval of the Work Plan by the Authority	45	01	Submission of Workplan including updated EIA, Contractor EMP by the contractor and review and approval of the Work Plan by the Authority	45
		02	Statutory Clearances and Erection and Commissioning of the Plant and Machinery		02	Statutory Clearances and Erection and Commissioning of the Plant and Machinery	
		03	To process and dispose of cumulative 15 % of Estimated Waste Quantity from ULBs	75	03	To process and dispose of cumulative 15 % of Estimated Waste Quantity from ULBs	75
		04	To process and dispose of cumulative 50 % Estimated Waste Quantity from ULBs	145	04	To process and dispose of cumulative 50 % Estimated Waste Quantity from ULBs	145
		05	To process and dispose of 65 % of Estimated Waste Quantity from ULBs	175	05	To process and dispose of 65 % of Estimated Waste Quantity from ULBs	175
		06	To process and dispose 80 % of Estimated Waste Quantity of from ULBs	205	06	To process and dispose 80 % of Estimated Waste Quantity of from ULBs	205
		07	To process and dispose 100 % of Estimated Waste Quantity from ULBs	245	07	To process and dispose 100 % of Estimated Waste Quantity from ULBs	245
		08	Dispose of any balance fraction, if any, as instructed by the employer and profiling the site to surrounding ground level with use of recovered fraction.	270			

S: No	RFB Reference	As per original RFB Guidelines				Revisions in the RFB						
						<table border="1"> <tr> <td data-bbox="1304 224 1402 407">08</td> <td data-bbox="1402 224 1833 407">Dispose of any balance fraction, if any, as instructed by the employer and profiling the site to surrounding ground level with use of recovered fraction.</td> <td data-bbox="1833 224 2007 407">270</td> </tr> </table>	08	Dispose of any balance fraction, if any, as instructed by the employer and profiling the site to surrounding ground level with use of recovered fraction.	270	<p>Note:</p> <ol style="list-style-type: none"> In addition to above time-period, an additional period of maximum three (3) months shall be considered as Monsoon Period. The Monsoon period shall be declared by the Employer. Proportionate extension in time-period for completion of milestones shall be provided on declaration of Monsoon Period. 		
08	Dispose of any balance fraction, if any, as instructed by the employer and profiling the site to surrounding ground level with use of recovered fraction.	270										
15	Schedule of Performance Guarantees and Performance Damages Page No. 131	Milest one	Activity to be completed	Time Period for Completion from Signing of Agreement in number of Days	Liquidated Damage	Milest one	Activity to be completed	Time Period for Completion from Signing of Agreement in number of Days	Liquidated Damage			
		01	To process and dispose of cumulative 15 % of Estimated Legacy Waste Quantity*	75	0.11% per day of the accepted contract amount	01	To process and dispose of cumulative 15 % of Estimated Legacy Waste Quantity*	75	0.11% per day of the accepted contract amount			

S: No	RFB Reference	As per original RFB Guidelines				Revisions in the RFB			
		02	To process and dispose of cumulative 50 % Estimated Legacy Waste Quantity	145	0.11% per day of the cost of unprocessed accepted contract amount	02	To process and dispose of cumulative 50 % Estimated Legacy Waste Quantity	145	0.11% per day of the cost of unprocessed accepted contract
		03	To process and dispose of cumulative 65 % of Estimated Legacy Waste Quantity	175	0.14% per day of the accepted contract amount	03	To process and dispose of cumulative 65 % of Estimated Legacy Waste Quantity	175	0.11% per day of the accepted contract amount
		04	To process and dispose of cumulative 80 % of Estimated Legacy Waste Quantity	205	0.14% per day of the accepted contract amount	04	To process and dispose of cumulative 80 % of Estimated Legacy Waste Quantity	205	0.11% per day of the accepted contract amount
		05	To process and dispose of cumulative 100 % Estimated Legacy Waste Quantity	245	0.14% per day of the accepted contract amount	05	To process and dispose of cumulative 100 % Estimated Legacy Waste Quantity	245	0.11% per day of the accepted contract amount
		06	Dispose of any balance fraction, if any, as instructed by the employer and profiling the site to surrounding ground level with use of recovered fraction in	270	0.14% per day of the accepted contract amount	06	Dispose of any balance fraction, if any, as instructed by the employer and profiling the site to surrounding ground level with use of recovered fraction	270	0.11% per day of the accepted contract amount
						<p>Note:</p> <p>1. Proportionate Extension in Time Period for completion of Milestone shall be provided on declaration of Monsoon period by the Employer</p>			

Date 31/01/2024

Project Director
Kerala Solid Waste Management Project

Kerala Solid Waste Management Project (KSWMP)

**Biomining and Bioremediation of 12 Legacy Waste Dumpsites across Kerala
RFB Reference No.: IN-SUCM -394361-CW-RFB**

Sl. No.	Page No/ Section No of the RFB	Clause	Query	Response
1.	ITB 4.1 Section II BDS Page 36	Place where the agreement to form JV to be registered is Thiruvananthapuram, Kerala	It is requested to remove this clause as If the firm is based out of Kerala it is not feasible for any firm to get the JV register and get the stamp paper from Kerala.	Bidders are advised to take note that JV can be registered anywhere in India. Please refer Corrigendum-1
2.	Clause 2.1 Pg. no. 47 Section III - Evaluation and Qualification Criteria	Average Annual Turnover within the last five financial years (1st April 2018 to 31st March 2023) (Certified by CA/ Statutory Auditor of Bidder) = 1000 Million : 4 >Rs. 1000 million to <= Rs. 1200 million : 8 >Rs. 1200 million : 10	It is request to change the turnover as follows to have the better competition. = 30 Million : 4 >Rs. 40 million to <= Rs. 50 million : 8 >Rs. 50 million : 10	Clause No. 2.1-Average Annual Turnover: Please refer Corrigendum-1
3.	Clause 2.2 Pg. no. 47 Section III - Evaluation and Qualification Criteria	Access to, availability of, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) for amount = 300 Million : 2 >Rs. 300 million to <= Rs. 400 million : 6 >Rs. 400 million : 10	It is request to change as follows = 100 Million : 2 >Rs. 200 million to <= Rs. million : 6 >Rs. 300 million : 10	RFB Condition shall Prevail.
4.	Clause 4.3(a) Pg. no.57 Section III - Evaluation and Qualification Criteria	Specific Work & Contract Management Experience (i) A minimum number of One (1) similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor between 1st January 2019 and bid submission deadline: (i) One contract of minimum value Rs. 400 Mn (Rupees Four Hundred Million) Or, (ii)More than One Contract (maximum three) each of minimum contract value of Rs. 125 Mn (Rupees One Hundred Twenty-Five Million Only), but with total value of all contracts equal or more than Rs. 500 Mn (Rupees Five Hundred Million Only) The similarity of the contracts shall be based on the following: Based on Section VII, Scope of Works, for Legacy Waste Dumpsite remediation through Bioremediation and Biomining process/ Landfill mining/Biomining/ Land reclamation through Biomining.	Requesting you to please change it from contact value to contact quantity. 5,00,000 MT. Please change it as follow: - (i) One contract of minimum quantity of 5,00,000 MT (Five Lacs Metric Ton) Or, (ii)More than One Contract (maximum three) each of minimum quantity of 225,000 MT (Two Lacs Twenty-Five Thousand MT).	Please refer Corrigendum-1

5.	4.3 (b) Pg. no.59 Section III - Evaluation and Qualification Criteria	Specific Experience in managing ES aspects Responsibly disposed of RDF (Refused derived fuel) of quantity not less than 327,000 MT/ annum from a single project Location or cumulative 32,000 MT annum cumulative from multiple locations (maximum three locations) to Cement Plant/ Waste to Energy/ Thermal Plants/ other Industries.	Please clarify required quantity of RDF Disposed from a single project. Is it 327,000 MT or it is a typographical error.	Typographical error corrected 27,000 MT Please refer Corrigendum-1
6.	Pg no. 142	Point no. 12 The 12 dumpsites selected for Biomining and Bioremediation are spread over seven (7) districts of the State of Kerala.	Can the dumpsites be further divided into multiple clusters or can multiple no of bidders be awarded the work by division of sites.	It is clarified that the scope of work is bioremediation and biomining of a cluster of 12 Dumpsite across ULBs in Kerala. The said work of Bioremediation and Biomining as per Terms of References of the RFB for the said 12 Dumpsites shall be awarded to a single successful contractor as whole and no splitting/ division in cluster shall be considered in award. The contractor may propose to execute the work in to sub-clusters in their work plan and seek approval of the employer after the award of the contract.
7.	Pg. no. 36 ITB 4.1	Bids from Joint ventures are acceptable. Where Joint Ventures are permitted: (a) Maximum number of members in the Joint Venture (JV) shall be: Two	Instead of JV requesting you to allow "Technical & Financial Experience of Parent / Subsidiary company of the bidder to be considered for evaluation".	RFB Condition shall Prevail.
8.	Pg. no. 128 Clause no. 2	An amount of 45% of certified payment shall be paid within 30 days of submission of documentary proof/ evidence, as per clause (i) to (iv) mentioned above. The payment @45% for the last month's bill shall be held back and shall be released after completion of milestone '8' i.e after removal of any residue material at project sites and profiling of project sites as per recommendation of the employer.	45% payment after mile stone is tough and should be paid on monthly basis.	Schedule of Payments is revised Please refer Corrigendum-1
9.		Zero day	Zero day should start after all clearance and approval from PCB.	No Change. All milestones shall be reckoned from the date of signing of Agreement. The dates are already captured providing a reasonable time to obtain Statutory Clearance.
10.	Pg.No 17 Clause 12.3	The bidders are required to separately submit (i) original payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (ii) original bid security or Bid-Securing Declaration in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard	It is requested to give 2 day's time for Hard copy submission from the date of Deadline of Online Bid Submission	The bid is required to be submitted online only. No hard copy submission is required at the time of Bid Submission. Please refer Corrigendum-1.

24.	A. Qualification Clause 3.2 Pg. no.55 Section III - Evaluation and Qualification Criteria	Eligibility and Qualification Criteria 3.2 Average Annual Turnover Minimum average annual turnover of Rs. 1,000 Mn (Rupees One Thousand Million Only), calculated as total certified payments Received for contracts in progress and/or completed within the <u>last five financial years, divided by five years.</u>	Please amend the criteria as: As the quantity of Legacy Waste is 2,16,491.50 MT which is very low and the turnover demanded is very high. Therefore we request you to consider average annual turnover of Rs 450Mn (Rupees four hundred and fifty million only) in last three years consecutive financial years (FY 2020-21, FY 2021-22, FY 2022-23).	Please refer Corrigendum-1
25.	A. Qualification Clause 3.1 Pg. no.53 Section III - Evaluation and Qualification Criteria	Eligibility and Qualification Criteria 3.1 Financial Capabilities The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the Work execution cash flow requirements estimated as Rs. 300 Mn (Rupees Three Hundred Million Only) for the subject contract(s) net of the Bidder's other	Please amend the criteria as: Instead of liquid assets, unencumbered real assets, lines of credit, and other financial means kindly consider Net Worth Certificate for Current Year FY 2022-23 of Rs. 300 Mn (Rupees Three Hundred Million Only)	No change in RFB Condition.
26.	Clause 4 Page no, 164 Section VII - Employer's Requirements	4. Contract Period The Contract period shall be Two Hundred seventy days (270 Days) reckoned from the date of signing of the contract agreement. (including mobilization, Statutory Clearances and Erection and Commissioning of the Plant and Machinery period of 45 days and Monsoon)	Please amend the criteria as: As it is well known that the processing work of Legacy Waste is carried in open area and during the Monsoon Period it is impossible to process the waste in the Rainy season as the wet waste cannot be processed in screening machine. So, we request you to exclude the Monsoon Period in the provided 270 Days.	Bidders may note that the keeping in mind the monsoon climatic conditions, additional 3 months time is added to the duration of the project. Please refer Corrigendum-1
27.	Page no, 158 Section VII - Employer's Requirements	Milestones required to be achieved within the given timeframe are as mentioned below. Statutory Clearances and Erection and Commissioning of the Plant and Machinery	It is requested to kindly clarify regarding the Environmental Clearance like, Clearance form Pollution Department, Clearance from Labour Department, etc., that it will be provided to us by the department directly or we need to apply for the same form our end. As the project consists of 12 Dumpsites and the clearance for all the sites is mandatory	The Clearance required in the name of Employer will only be facilitated by Contractor. The cost for such clearances will be paid by Employer. For other clearnces required in the name of Contractor for excution of the work It is the responsibility of the contractor to obtain such clearances at their own cost.
28.	Page no, 148 Section VII - Employer's Requirements	3.2 Work execution Phase Electrical and Water Connection	Please amend the criteria as: Please clarify as the Tender consists of working on 12 Dumpsites and for the working over there Electrical and Water Connection is must. So, we need clarity whether the required connections on all the sites will be provided by the Authorities or not. If such connections will not be provided by the authorities then kindly provide us the guidelines and the assistance provided by the authority to us in the same regard.	Please refer Clause no.(xx) of 3.2 Work Execution Phase under Scope of Works.

29.		Due date	Request to consider our queries and provide at least 21 days time after clarification of all queries to submit the online bid and 7 days after online bid to submit physical copy.	The bid is required to be submitted online only. No hard copy submission is required at the time of Bid Submission. Please refer Corrigendum-1
30.	Scope of Work Clause 3.2 (ii) m Page No. 146	To identify and tie up with employer approved weighbridges for measurement for quantum of out-going recovered fractions.	Pls confirm the total number of minimum weighbridges required. Pls provide details of any preferred location for setting up of weighbridges. This will help us in planning the accurate operation plan for the vehicles	The employer will provide list of approved weighbridge facility within the nearest possible vicinity of the Dumpsite to the selected contractor after award. Further, it is clarified that contractor need not to set up weighbridge facility and have to tie-up with these facilities for weighment of outgoing biominer fraction as per the provision of the RFB. The Contractor may account the provided list of weighbridge facilities and accordingly provide their workplan for approval of employer after award of contract.
31.	A. Qualification Clause 4.1 (b) Pg. no.56 Section III - Evaluation and Qualification Criteria	Design Experience A minimum number of One (1) contract of Legacy Waste processing capacity of at least 1,200 M3/ day	Please reduce it to 900 M3/day. Further said requirement is not there in Evaluation of Technical Proposal Score table. Kindly check and confirm	Please refer Corrigendum-1
32.	A. Qualification Clause 4.3 (a) Pg. no.58 Section III - Evaluation and Qualification Criteria	Specific Work & Contract Management Experience (i) One contract of minimum value Rs. 400 Mn	Please reduce it to 200 Mn Further said requirement is not there in Evaluation of Technical Proposal Score table. Kindly check and confirm	(i) Please refer Corrigendum-1 (ii) Bidders observation is correct, the said criterion is only for pre-qualification (pass/ fail) evaluation
33.	A. Qualification Clause 4.3 (b) Pg. no.59 Section III - Evaluation and Qualification Criteria	Biominer and Bioremediation of minimum 1,35,000 M3 per annum of Legacy Waste in a single project with minimum 800 M3 per day	Considering the total waste quantum in 12 locations, the per annum requirement towards Pre-Qualification i.e 1,35,000 is very high. Kindly reduce it to 50%	No change in RFB Condition.
34.	A. Qualification Clause 4.3 (b) Pg. no.60 Section III - Evaluation and Qualification Criteria	Responsibly disposed RDF of quantity not less than 327,000 MT/ annum from a single project Location or cumulative 32,000 MT annum cumulative from multiple locations (maximum three locations) to Cement Plant/ Waste to Energy/ Thermal Plants/ other Industries.	Usually RDF % in total legacy waste dumpsite accounts for maximum 15%.Which will be 35000 MT in total. Hence we request you to kindly consider 30 % of RDF i.e 10,000 MT.	Typographical error corrected 27,000 MT Please refer Corrigendum-1 Other conditions of the clause 'A. Qualification S.No. 4.3 (b)' remains unchanged.
35.	A. Qualification Clause 4.3 (b) Pg. no.60 Section III - Evaluation and Qualification Criteria	Average Legacy Waste biominer and bioremediation per annum during the project i.e Legacy Waste Processed per year/ no	Kindly remove the requirement of per year/no of year and consider total experience related to particular project for processing and RDF disposal.	No change in RFB Condition.
36.	A. Qualification Clause 4.3 (b) Pg. no.62 Note '3' Section III - Evaluation and Qualification Criteria	Minimum processing capacity per day calculated as Average biominer and bioremediation quantity/ 365	Kindly consider consent capacity instead of calculating quantity/ 365	No change in RFB Condition.

37.	A. Qualification Clause 4.3 (b) Pg. no.62 Note '4' Section III - Evaluation and Qualification Criteria	RDF supplied under Extended Producer Responsibility (EPR) will not be considered for qualification	Ref: Page No. 27 of CPCB guidelines on Biomining (Feb 2019): This is as per page number 27 of the biomining guidelines stating the disposal can be through the principle of EPR Informal sector workers should be employed at such SC/DWC or MRFs to help include waste pickers into city's solid waste management together with their up-liftment. To ensure sustainable and maximum waste recovery and recycling from such centres, the prime responsibility can be contracted to competent executing agencies where disposal of dry waste can operate through the principle of Extended Producers Responsibility. The non-recyclables can be used to prepare refuse derived fuel for co-processing in cement plants or used in road making as per the city's requirement or pyrolysis etc. Kindly allow the EPR certificate for RDF disposal.	No change in RFB Condition.
38.	Scope of Work Clause 3.2 (i) Page No. 144	Work execution Phase Prior to the start of work execution, the Contractor shall be responsible for obtaining all the applicable statutory clearances, permission, licenses, consents, and authorizations necessary for the Project at their own cost. The Client shall provide the assistance, in terms of necessary endorsement letter/ certificates, information, wherever required.	As the Project area covers many districts so we request to pls provide us the common list of approvals/permits. We have considered Consent to Establish & Consent To Operate from SPCB as the only mandatory requirements towards the statutory clearances	The Clearance required in the name of Employer will only be facilitated by Contractor. The cost for such clearances will be paid by Employer. For other clearnces required in the name of Contractor for excution of the work It is the responsibility of the contractor to obtain such clearances at their own cost.
39.	General	Shifting of Waste from one location to other	Looking into the various locations of dumpsites, can permission be granted in writing for allowing waste shifting from location of smaller dumpsite to bigger dumpsite? This will help us in optimizing the machinery deployment and effective utilization of timelines and achieving milestones	No change in RFB Condition.
40.			It was noticed that there was a Pre-bid meeting scheduled on 28th December 2023 as we have retrieved the document from the system on 29th December 2023, we could not participate in the pre-bid meeting. It is also noted that there was no clarification queries appeared in the portal.	Second round of pre-bid meeting was already held on 19-01-2024
41.			There was no common site visit with the KSWMP representatives to the site to view the locations in detail for realistic understanding on the spot.	The bidder has to visit the site on their own arrangement. The Employer shall facilitate the site visit by the bidder by intimating the respective ULBs and providing necessary information to the bidder. Site details are provided in the RFB under Section VII - Employer's Requirements 'Site Information' Page 166 of the RFB.
42.			There are only limited parameters of test results for the type of legacy waste accumulated in each location and the volume of estimated as well	The bidders are encouraged to do their own assessmenet of the site parameters before bidding. Bidders may also refer refer the individual FR, available in the below Link: https://kswmp.org/tenders-eois/

43.			As the above initial details are not available to enable us to submit our offer, we request you to arrange the site visit initially and to have a pre-bid meeting for a realistic submission of our bid.	he bidder has to visit the site on their own arrangement. The Employer shall facilitate the site visit by the bidder by intimating the respective ULBs and providing necessary information to the bidder.
44.			We request you to allow additional period of one month for the preparation by considering the sub-contractors convenience also.	Please refer Corrigendum-1; extending the submission date suitably.
45.	Page No. 44, Item No. 1.5 and Prebid meeting dated 19-1-24		We understand from the clarification during pre-bid meeting that machinery specified in the Tender document is not compulsory and only for information; hence it will be flexible for the contractor to choose for their convenience. Pls. confirm our understanding.	Bidder's understanding is correct, since this is a Design Build Contract the contractor has to propose sufficient machinery resources for execution of the project as per the provision of the RFB and within the stipulated time schedule in their Work plan post the award of the contract and subject to the approval of the Employer. However, the bidders to note that the indicative list of machinery provided in the RFB is the minimum requirement for the execution of the work.
46.	Prebid meeting dated 19-1-24		It is noted that international company's experience also will be considered for pre-qualification Pls. confirm our understanding.	It is permitted if the Country and company is not prohibited or barred from participation as per the World bank guidelines. Also, bidders to note that, the company proposing their pre-qualification should directly participate in the RFB as individual bidder or as a JV/ Consortium member
47.	Page No.45, Technical Proposal Scoring Methodology		Requested to consider Kerala based Contractors with the available experience in split conditions rather than single operation.	No change in RFB Condition.
48.	Prebid meeting dated 19-1-24		Our understanding is that material that goes out from the location is considered as output for volume for payment.	The Line items for Payment are defined in Price Activity Schedule, payment shall be made accordingly.
49.	General Prebid meeting dated 19-1-24		Method statement does not cover for Bio-Remediation. Bio-remediation is a biological process to remediate contaminated land to fertile land based on the laboratory report on the ground conditions. There must be specific technical data on the ground water table, soil conditions, availability of good soil to mix with the soil under remediation process etc. As the ITB does not cover guidelines on bio-remediation, it must be specific depending on the result to achieve in each location.	As per the Instruction to Bidders (ITB), Bidders to follow Central Pollution Control Board (CPCB) guidelines on Legacy Waste Management. Bidders are advised to refer respective FR for each site for the details of Soil and other parameters. The respective FR of each site is available in the below link: https://kswmp.org/tenders-eois/
50.	Prebid meeting dated 19-1-24		It is clarified that Toxic and hazardous waste need not include in the process. Pls confirm	Toxic and Hazardous waste, if present, shall be handled as per the provision mentioned in the RFB and statutory rules/ guidelines in this regards
51.	Prebid meeting dated 19-1-24		Method of Bio-Remediation has to be clarified as agreed during pre bid meeting.	All activities has to be carried out as per the provision of RFB, conditions of contract and approved work plan after the award of the contract

52.	page no.124, BOQ		Pls. note that there is no provision for charges for Bio Remediation in the BOQ (page no.124) Bio-remediation will be an additional process which will be different from site to site hence a new BOQ column has to be added.	Bidder has to provide their quote against the line items mentioned in the Price Activity Schedule/ Online BoQ. All cost associated with the project execution shall be deemed to be included in the quoted price of the bidder. Bidders may also refer response to point No. 49 above.
53.	General		We understand that EMD exemptions are applicable for MSME registered firms pls confirm. MSME benefits are for the National Tenders hence conditions that are applicable in general Tenders should be part of the Tender invitation.	No change in RFB Condition.
54.	Page No.130 Item No.11		Page No.130 Item No.11 states that Non-Compliance during Monsoon period penalty is applicable for Rs. 5,000/- per incidence till compliance is achieved. – pls consider the heavy rainy seasons for the last 4 years in Kerala and delete this penalty clause. Kerala state is having major monsoon climatic conditions. There must be optional operations. This clause is not acceptable to us.	Bidders may note that the keeping in mind the monsoon climatic conditions, additional 3 months time is added to the duration of the project Please refer Corrigendum-1 Non-Compliance for Item No.11 Penalty is applicable.
55.	Page No. 32, item No. 41.2(b)		Page No. 32, item No. 41.2(b)- PBG @20% is not acceptable.. This condition is not acceptable as per international standards for PBG which is generally for 10%. It must be conditional to provide 2.5% before the commencement and the rest 7.5% shall be deducted on R/A bills to cover the remaining 7.5% until the project completion and issuance of Release order.	No change in RFB Condition. Bidders may further note that: The details on performance security and Environmental Performance Security is provided in Section IX - Particular Conditions of Contract GCC 54.1. "The Performance Security amount is 4% (four percent) of the Accepted Contract Amount" Environmental and Social (ES) Performance Security amount is 1% (one percent) of the Accepted Contract Amount" Plus additional one percentage for each percentage of the quoted amount below 10% (upto maximum 15% additional) as additional security for unbalanced bids [in terms of ITB Clause 41.2]
56.	General		65 cr—1.3 cr PBG. It must be in a diminishing way as per work completion on stages. As retention bond is also part of the contract security either PBG or RBG must be in place.	No change in RFB Condition.
57.	EMD		EMD should not be held more than one month from the date of Award of the contract. If it is kept under the custody for more than one month it will be subject to interest bearing @ 12 % P.A. for the excess period of 30 days as stated herein.	No change in RFB Condition. No interest is payable in any case.
58.	page No.145, item No. (d)		Ref page No.145, item No. (d) "Processing the legacy waste on everyday basis and segregate it in to Refused Derived Fuel (RDF), Bio-earth/ good earth material/ compost, recyclables and inert material conforming to the guidelines issued by the Central Pollution Control Board for management of legacy waste." We understand during pre-bid meeting that CPCB/SPCB are parties of KSWMP hence a blanket approval must be given to the guidelines that are stipulated as ITB.	No Blanket approval is envisaged. Hence , No change in RFB condition.
59.	Annexure-3 Environmental management plan"Contractor to update EIA"		Contractor to get license before start any activity on site-Who will issue the license and will it be for handling cluster I&II until completion at each location?	The Clearance required in the name of Employer shall be facilitated by Contractor. The Statutory Payments for such clearances will be paid by Employer. For other clearances required in the name of Contractor for execution of the work It is the responsibility of the contractor to obtain such clearances at their own cost.

60.	Annexure-3 Item No.1		Environment, health and safety personnel to be present.- is it required full time personnel. Whilst in operation-	Environmental, Health and Safety personnel are required full time.
61.	Annexure-3 Item No.1		Since it is declared that current systems of composting by Thumburmuzhy/ windrow compost which are not effectively working, we will have the option of modern technology of 'containerised composting' for the conversion of waste to compost. Contractor should have the liberty to use such advanced Technology.	Bidders may propose suitable technology in their Work Plan after the award of the contract and use of such technology for project execution is subject to approval of Employer and shall be further in compliance to CPCB guidelines.
62.	General		Is there any single window clearance provided by KSWMP/PCB etc. for the total project as the operation will be similar in all sites	The Clearance required in the name of Employer shall be facilitated by Contractor. The Statutory Payments for such clearances will be paid by Employer. For other clearances required in the name of Contractor for execution of the work It is the responsibility of the contractor to obtain such clearances at their own cost.
63.	Annexure III item No. B(4)		Plan the work on site only during non rainy season and to complete work before rain.- How it is possible if the 270 days is not adequate to complete the work and if the contract period is within the monsoon period.	Bidders may note that the keeping in mind the monsoon climatic conditions, additional 3 months time is added to the duration of the project. Please refer Corrigendum-1.
64.	Page No.150, Item No.3.6		Bio- earth and C&D material recovered will be subjected to biweekly sampling? <input type="checkbox"/> 1. Such requirement is not included in BOQ <input type="checkbox"/> 2. can we setup our own laboratory for the purpose or do we have to depend on Third party lab recommended or approved by KSWMP?	1. All cost and requirement are deemed to be included in the price quoted by the bidder. 2. Testing and certification has to be done by NABL approved laboratory
65.	Annexure III		Treatment & Disposal of retrieved waste for recycling- will it be declared on a periodical or continuous basis?	The recovered fractions has to be evacuated from the site/ separately stacked within the site as applicable, as per the provision of the RFB and stipulated period in the RFB.
66.	Annexure III		Leachate collection and storage for treatment and re-circulation shall be planned to avoid impacts on flora and fauna- who will supervise and the focal point to be contacted? Is there any data currently available?	Leachate related data is available in respective FR of each site.Bidders shall confirm. The respective FR of each site is available in the below link: https://kswmp.org/tenders-eois/ Bidders may visit each site for better understanding. The bidders are required to provide a Leachate Management Plan and adhere to it during the execution of the Work, if the bidder is successful. The monitoring will be done by PIU Engineers of respective ULBs in line with KSPCB guidelines.
67.	Annexure III Item No.2		Site Access closure Compound wall or fencing is mentioned for each location. Is there any specific or unilateral structural to be followed or can we have the liberty to prepare our own design for protecting the site?	as per RFB conditions. Bidders may also note the Responsibility Matrix in the Employers' Requirement Section in this regard. Bidders may further note that it is the responsibility of the Contractor to take all reasonable precautions, including fencing-off the area or site of the finding with suitable chain-link fencing (not less than 2 Mtrs. in height) to prevent of unauthorized entry and/ or trespassing.
68.	Annexure III		Asbestos management plan shall be prepared for management if Asbestos waste received, if any. Is there any records currently available on Asbestos waste stored in each location?	No specific data on Asbestos stored at each site. For further details, the bidders are requested to refer FR of each site. The respective FR of each site is available in the below link: https://kswmp.org/tenders-eois/ Bidders may further refer to Clause no(xvi), Vide Scope of Work , under Employer's Requirements; for management of Hazardous Waste