



OFFICE OF THE SUPERINTENDING ENGINEER  
NORTH CIRCLE, SEWERAGE, DRAINAGE AND SOLID WASTE MANAGEMENT SECTOR  
KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY  
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নগর উন্নয়ন ও পৌর বিষয়ক বিভাগ, পশ্চিমবঙ্গ সরকার  
URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT  
GOVERNMENT OF WEST BENGAL

Memo No.: 569/SE(NC)/SD&SWM/KMDA/W-130

Date: 09.10.2023

**4<sup>TH</sup> CORRIGENDUM**

**Sub:** Selection of Concessionaire for biomining of legacy waste with reclamation of land of dumpsite(s) utilising scientific method and parallel establishment of Permanent Integrated Municipal Solid Waste Processing Plant(s), along with its operation and complete maintenance for a period of 15 (fifteen) years from the Commercial Operation Date (COD), strictly complying the Solid Waste Management Rules, 2016, at different dumpsites in the state of West Bengal on Design, Build, Operate and Transfer (DBOT) basis – Regd.

**Ref.:** 1. e-RfP no.: 01/SE(NC)/SD&SWM/KMDA of 2023-2024 dated 04.08.2023  
2. Memo No.: 550/SE(NC)/SD&SWM/KMDA/G-27 dated: 04.08.2023  
3. Tender ID: 2023\_KMDA\_556082\_1 to 2023\_KMDA\_556082\_17

In inviting the e-Request for Proposals, vide no. 01/SE(NC)/SD&SWM/KMDA of 2023-2024 dated 04.08.2023 (Sl. No. 1 to 17) and Tender IDs, as mentioned in ref., the under signatory had received a bunch of bid-queries from the willing bidders, through electronic mail.

After careful consideration of all the queries received, the replies point by point along with certain and/or necessary modifications and some required addendums, are given as follows for kind perusal of all concerned:

**Page no.: 39; Clause 1.8; Table – 2A: May kindly be read as: -**

No.	Item	Detailed time schedule
a)	Project Name	: <i>Selection of Concessionaire for biomining of legacy waste with reclamation of land of dumpsite(s) utilising scientific method and parallel establishment of Permanent Integrated Municipal Solid Waste Processing Plant(s), along with its operation and complete maintenance for a period of 15 (fifteen) years from the Commercial Operation Date (COD), strictly complying the Solid Waste Management Rules, 2016, at different dumpsites in the state of West Bengal on Design, Build, Operate and Transfer (DBOT) basis.</i>
b)	Nodal Officer	: <b>Superintending Engineer (Civil)</b> <b>North Circle</b> Sewerage, Drainage and Solid Waste Management Sector Kolkata Metropolitan Development Authority 5 <sup>rd</sup> Floor, Unnayan Bhavan, Salt Lake City, Kolkata – 700 091 Phone no.: (+91/0) 94323 78545

No.	Item	Detailed time schedule
b)A	Project Cost	: As per Table 15.
c)	Earnest Money Deposit (EMD)/Bid Security	: <p>@2 % of the Project Cost, derived as per Table 15 of this bid document.</p> <p>Initially the bidder has to submit ₹ 10,00,000.00 (Rupees Ten Lakh), before submission of bid, as Initial Earnest Money Deposit.</p> <p>Initial Earnest Money Deposit (EMD)/Bid Security, as per schedule, has to be deposited online either by Net Banking (through any Nationalised Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the portal- <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>.</p> <p>Additional Earnest Money Deposit, in excess of ₹ 10,00,000.00 (Rupees Ten Lakh) above, has to be submitted by the successful bidder (Concessionaire), before issuance of Letter of Acceptance (LoA)/Letter of Intent (LoI)/Work Order (WO) from the TIA, on approval of the competent authority.</p> <p>This Bid Security of the successful bidder will be converted as its Performance Security/ Security Deposit of the selected agency. For others, i.e., for non-responsive/unsuccessful bidders, this EMD/Bid Security will be returned back through the e-portal, as per usual practice.</p>
d)	Performance Security/ Security Deposit	: <p>The amount of Performance Security/Security deposit will be 10%, of the total Project Value/Cost.</p> <p>Earnest Money Deposit (EMD)/Bid Security, that has been submitted by the bidder at the time of agreement, will be converted to and adjusted with the total security deposit.</p> <p>Balance Security deposit @8% of total bill value, as per Schedule, will be deducted from each running account bill, up to 10% of the total project cost.</p>
e)	O&M Security	: <p>5% (five percent) of 1 (one) year O&amp;M Cost for fresh waste management only, to be calculated for waste generation, to be increased every year @ 1.6%, with the rate as proposed by the bidder and approved by the authority;</p> <p>This is to be submitted within 60 (sixty) days of the Construction Completion Date, or 30 (thirty) days before COD, whichever is earlier, in the form of an unconditional and irrevocable Bank Guarantee (BG), valid for next 1 (one) year, which must be renewed on a year-on-year basis, before the expiry of the 11<sup>th</sup> (eleventh) month of the relevant year, until termination of the Concession Agreement.</p> <p>As such, the generation of waste will be considered to be increased</p>

No.	Item	Detailed time schedule
		<p>by 1.6% per annum and simultaneously the rate of processing being revised in every five-year, the amount of BG, will be revised accordingly, in every year.</p> <p>If the selected bidder will desire to submit the BG, valid for 1 (one) year for an amount @5% of the Bid Project Cost, as per Table 15, he will be allowed to submit thus, but to be renewed such BG, before expiry of 11<sup>th</sup> month of every year, without fail.</p> <p>Non-submission of BG, in time, will attract ₹20,000.00 (Rupees Twenty Thousand) per day of penalty/Liquidated Damage, from its due date, where summation of all damages, do not cross 10% of the Bid Project Cost, and if so, the contract will be rescinded and bidder will be terminated, with forfeiture of the Security Deposit and O&amp;M Security, so submitted.</p> <p>In addition, the Authority shall be entitled to drawdown the total amount available under the O&amp;M Security and retain such amount as cash security until such time that the Concessionaire submits an extension or replacement of the O&amp;M Security.</p>

Sl. No.	In place of	May be read as
1.	<p><b>Page no. 15; Point: 112.</b>  <b>“Project Engineer”</b> means the unit set up by the Authority as specified in Article 13 to monitor and supervise the activities of the Concessionaire;</p>	<p><b>“Project Engineer”</b> means Independent Engineer or Authority’s Engineer or Project Management Unit (PMU) set up by the Authority or any unit set up by the Authority as specified in Article 13A to monitor and supervise the activities of the Concessionaire, in accordance with the provisions of the Agreement;</p>
2.	<p><b>Page no. 36; Point: 14.</b>  The Concessionaire will never be provided a minimum waste assurance incoming at the dumpsite. Payment of tipping fees for processing and removal of fractions of fresh waste will be allowed on only the quantity processed at the facility, so established.</p>	<p>The Concessionaire will be provided a minimum waste assurance of only 50% by weight of incoming fresh waste at the dumpsite, of base year (given in RfP, as current generation of MSW at Table 3) only for a period of 15 years form the date of Commercial Operation Date. (no escalation in quantity of waste will be provided)</p> <p>Payment of tipping fees for processing and removal of fractions of fresh waste will be allowed on only the quantity processed at the facility, so established.</p>
3.	<p><b>Page no. 37; Point: 16.</b>  The Earnest Money Deposit (EMD)/Bid Security will be ₹ 10,00,000.00 (Rupees Ten Lakh only) and fixed. It has to be deposited online either by Net Banking (through any Nationalised</p>	<p>The Earnest Money Deposit (EMD)/Bid Security will be 2% of the Project Cost, derived as per Table 15 of the bid document.</p>

Sl. No.	In place of	May be read as
	<p>Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the portal- <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>.</p>	<p>Initial Earnest Money Deposit will be ₹ 10,00,000.00 (Rupees Ten Lakh only) and fixed. It has to be deposited online either by Net Banking (through any Nationalised Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the portal- <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>.</p> <p>Additional Earnest Money Deposit, in excess of ₹ 10,00,000.00 (Rupees Ten Lakh) above, has to be submitted by the successful bidder (Concessionaire), before issuance of Work Order (WO) from the TIA, on approval of the competent authority.</p>
4.	<p><b>Page no. 83; Clause 3.3.9.: Bid Security or EMD</b></p> <p>The Applicant shall furnish as part of its Proposal, a bid security/EMD of ₹ <b>10,00,000.00 (Rupees Ten Lakh)</b> through online payment mode as provided on the Official Website of the Authority (the “Bid Security or EMD”), In the event that the first ranked Applicant commences the assignment as required in Clause, The Selected Bidder’s Bid Security shall be converted to Security Deposit.</p>	<p>The Applicant shall furnish as part of its Proposal, a preliminary and or initial bid security of ₹ <b>10,00,000.00 (Rupees Ten Lakh)</b> through online payment mode as provided on the Official Website of the Authority (the “Bid Security or EMD”). However, the EMD will be 2% of the Project Cost and the additional EMD shall have to be submitted by the selected bidder, before issuance of LOI/WO from the TIA. The Selected Bidder’s EMD will be converted to Security Deposit, that is 10% of the Bid Project Cost.</p>
5.	<p><b>Page no. 200; Point: 9.4.: O&amp;M Security</b></p> <p>9.4.1. As Condition Precedent to the COD, within 60 (sixty) days of the Construction Completion Date, or 30 (thirty) days before COD, whichever is earlier, the Concessionaire shall furnish an unconditional and irrevocable Bank Guarantee (BG) to the Authority, for an amount corresponding to 5% (five percent) of the Bid Project Cost (the “O&amp;M Security”).</p> <p>9.4.2. The Concessionaire shall furnish the O&amp;M Security in the same format as provided for the Performance Security in the RFP, with necessary modifications. The Concessionaire shall maintain the O&amp;M Security in full force and effect until the expiry of the O&amp;M Period.</p>	<p>9.4.1. As Condition Precedent to the COD, within 60 (sixty) days of the Construction Completion Date, or 30 (thirty) days before COD, whichever is earlier, the Concessionaire shall furnish an unconditional and irrevocable Bank Guarantee (BG) to the Authority, for an amount corresponding to 5% (five percent) of the O&amp;M Cost for 1 (one) year fresh waste management only, with the rate as proposed by the bidder and approved by the authority (the “O&amp;M Security”).</p> <p>9.4.2. The Concessionaire shall furnish the O&amp;M Security in the same format as</p>

Sl. No.	In place of	May be read as
	<p>The O&amp;M Security shall have an initial validity period of 1 (one) year, which must be renewed on a year-on-year basis, before the expiry of the 11th (eleventh) month of the relevant year, until the Termination of the Concession Agreement.</p>	<p>provided for the Performance Security in the RFP, with necessary modifications. The Concessionaire shall maintain the O&amp;M Security in full force and effect until the expiry of the O&amp;M Period. The O&amp;M Security shall have an initial validity period of 1 (one) year, which must be renewed on a year-on-year basis, before the expiry of the 11th (eleventh) month of the relevant year, until the Termination of the Concession Agreement.</p> <p>As such, the generation of waste will be considered to be increased by 1.6% per annum and simultaneously the rate of processing will be revised in every five year and thus the amount of BG, will be revised accordingly, in every year.</p> <p>If the selected bidder will desire to submit these BG, valid for 1 (one) year, for an amount @2% of Bid Project Cost, at a stretch, he will be allowed to submit thus, but to be renewed such BG, before expiry of 11<sup>th</sup> month of every year, without any fail.</p> <p>Non-submission of BG, in time, will attract ₹20,000.00 (Rupees Twenty Thousand) per day of penalty/Liquidated Damage, where summation of all damages, will not cross 10% of the Bid Project Cost, and if so, the contract will be rescinded and bidder will be terminated, with forfeiture of the Security Deposit and O&amp;M Security, so submitted.</p> <p>In addition, the Authority shall be entitled to drawdown the total amount available under the O&amp;M Security and retain such amount as cash security until such time that the Concessionaire submits an extension or replacement of the O&amp;M Security.</p>
6.	<p><b>Page no. 261; Point: 19.8.3.: Delay in Completion of Work</b></p> <p><b>The Paragraph:</b> In case the bidder fails to commission the proposed plant within the <b>period as mentioned in Table 4</b>, then the bidder will be liable to pay a fine of ₹10,000/- (Rupees Ten Thousand only)</p>	<p><b>The Paragraph:</b> In case the bidder fails to complete the work of establishing/construction and thus commissioning of the proposed plant within the <b>period as mentioned in Table 4</b>, then the bidder will be liable to pay a fine of</p>

Sl. No.	In place of	May be read as
	<p>for every day of delay as liquidated damages subjected to maximum of 10% of project cost. In case the successful bidder is not solely liable for the delay, amount of liquidated damage shall be deducted on proportionate/pro rata basis depending upon the successful bidder's extent of fault in causing such delay. KMDA shall have the right to determine such extent of fault and liquidated damages. Payment of liquidated damages shall not be the sole and exclusive remedies available to KMDA and the successful bidder shall not be relieved from any obligations by virtue of payment of such liquidated damages. KMDA may in its discretion, have the right to terminate the Agreement.</p>	<p>minimum of ₹10,000/- (Rupees Ten Thousand only) or any amount that may be approved from the authority, for every day of delay as liquidated damages subjected to maximum of <b>10% of project cost</b>. In case the successful bidder is not solely liable for the delay, amount of liquidated damage shall be deducted on proportionate/pro rata basis depending upon the successful bidder's extent of fault in causing such delay. KMDA shall have the right to determine such extent of fault and liquidated damages. Payment of liquidated damages shall not be the sole and exclusive remedies available to KMDA and the successful bidder shall not be relieved from any obligations by virtue of payment of such liquidated damages. KMDA may in its discretion, have the right to terminate the Agreement.</p>
7.	<p><b>Page no. 263; Point: 19.9. (c) Point 9</b>  Non-compliance of installation and operation of Real Time monitoring System including CCTV surveillance.</p> <ul style="list-style-type: none"> <li>- 10% of rate quoted by the bidder x Quantity in MT Processed till the compliance is achieved.</li> </ul>	<p>Non-compliance of installation and operation of Real Time monitoring System including CCTV surveillance.</p> <p>a) If not done by the bidder</p> <ul style="list-style-type: none"> <li>- 10% of rate quoted by the bidder x Quantity in MT Processed till the compliance is achieved (for both legacy and fresh waste).</li> </ul> <p>b) If the Real-Time Monitoring Application (App) is provided by KMDA/ SUDA</p> <ul style="list-style-type: none"> <li>- 12% of rate quoted by the bidder x Quantity in MT Processed till the compliance is achieved (for both legacy and fresh waste).</li> </ul> <p>c) If the Real-Time Monitoring Application (App) is provided by KMDA/ SUDA and the bidder fails to supply data in the App</p> <ul style="list-style-type: none"> <li>- 15% of rate quoted by the bidder x Quantity in MT Processed till the compliance is achieved (for both legacy and fresh waste).</li> </ul>

Sl. No.	In place of	May be read as
8.	<p><b>Page no. 275; Clause: 22.3.2. ARTICLE 22 CHANGE IN LAW</b></p> <p><i>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 net after-tax return or other financial burden (the "Additional Cost"), the aggregate financial effect of which exceeds ₹[•] (Rupees [•]) in any Financial Year, the Concessionaire may so notify the Project Engineer/ Authority and notify with the information as required under Article 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 there from shall be dealt with as per terms of Article below.</i></p>	<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 net after-tax return or other financial burden (the "Additional Cost"), the aggregate financial effect of which exceeds 0.5% (zero point five per cent) of the total Bid Project Cost in any Financial Year, the Concessionaire may so notify the Project Engineer/Authority and notify with the information as required under Article 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 there from shall be dealt with as per terms of Article below.</p>
9.	<p><b>Page no. 309; Point: 3.3. (g) Role of Participating Municipalities</b></p> <p>g. Shall assure a minimum waste input of desirable quantity at the Processing facility on daily basis to run the plant(s);</p>	<p>Shall assure a minimum of 50% of waste input, by weight, of current year (Table 3), throughout the period of 15 years of O&amp;M, at the Processing facility on daily basis to run the plant(s);</p>

**Page no.: 81; Clause 3.3.5.4: May kindly be read as: -**

**Additional information for submission of Proposal by Joint Venture:**

- a) Maximum number of members for forming a Special Purpose Vehicle (SPV)/Joint venture (JV) is allowed as **2 (two)** only.
- b) The attributes to be evaluated will be the same as for individual contractors, however, certain parameters up to the specified limits have to be essentially met by both of the members of JV, cumulatively/collectively, some by the lead member, and some by the

other member.

- c) Proposal should contain the information required for each Member of the Joint Venture.
- (i) Members of the Joint Venture shall nominate one member as the lead member (the “**Lead Member**”), who shall have [majority or 51%] equity stake/voting rights in the Special Purpose Vehicle/Joint Venture. The nomination of the Lead Member shall be supported by a Power of Intent Attorney and submit a formal Letter of Intent to enter into the SPV/JV agreement, as per the formats set forth in Form-4A, 4B & 4C of Appendix-I, signed by all the other members of the Special Purpose Vehicle/Joint Venture;
- (ii) The SPV/JV Agreement shall be in the name of the Lead member (/any name) JV. Minimum equity stake/voting rights of consortium/JV member of the SPV/JV shall not be less than 10%. The lead partner shall have both minimum of 50% of technical credibility and 50% of financial capability, as mentioned in the tender as per order of the Finance Department, Government of West Bengal. The consortium partner must have minimum of 25% of technical credential and 25% of financial credential as required in tender, but the SPV/JV as a whole shall have the required credibility, both technical and financial, **cumulatively/collectively**, as per tender. The JV/SPV Company shall be responsible and liable in all matters related to the project. The percentage stake of other members should also be stated in the SPV/JV agreement. In Case of any failure, the Lead member will be responsible to compensate the liquidated damages and penalties to KMDA in addition to all matters related to the project. The Lead Member of the SPV/JV must be registered and/or incorporated under appropriate laws of India.

**The SPV/JV Company must be registered and/or incorporated under appropriate laws of India after award of contract, but before the Commercial Operation Date (COD). The SPV/JV agreement should be registered in Kolkata, West Bengal, so as to be legally valid and binding on members.**

- (iii) In the event, the Special Purpose Vehicle/Joint Venture has been declared as the Selected Bidder and issued Letter of Award of contract, all Members of the Special Purpose Vehicle/Joint Venture shall sign the Concession Agreement with the Authority. In this regard, it is clarified that all the Members of the Special Purpose Vehicle/Joint Venture shall be jointly and severally responsible and liable towards the Authority to execute the Project during the Concession Period and irrespective of the failure of any particular Member of the Special Purpose Vehicle/Joint Venture, the Authority shall be entitled to call upon the Lead Member or other Member(s) of the Special Purpose Vehicle/Joint Venture to discharge the obligations of the Special Purpose Vehicle/Joint Venture;
- (iv) The Proposal should include a brief description of the roles and responsibilities of each Member of the Special Purpose Vehicle/Joint Venture, particularly with reference to financial and technical obligations under the Concession Agreement;
- and
- (v) Members of the Special Purpose Vehicle/Joint Venture shall enter into a binding Joint



Bidding Agreement (the “**Joint Bidding Agreement**”) for the purpose of submitting the Proposal. The Joint Bidding Agreement shall (as provided in Form - 9 of Appendix-I), *inter alia*:

- (i) in case the Special Purpose Vehicle/Joint Venture is declared as the Selected Bidder, ensure that its shareholding/ownership equity commitments are clearly set out, and state that the Joint Venture shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement and also open a current bank account jointly in the name of SPV/JV company and operate the same entire concession period in terms of the Concession Agreement ;
  - (ii) clearly outline the proposed roles and responsibilities of each Member at each stage, in the Joint Bidding Agreement;
  - (iii) commit the minimum equity shares to be held by each Member in the special purpose vehicle/Joint Venture; and include a statement to the effect that all members of the Special Purpose Vehicle/Joint Venture shall during the Concession Period, subject to the provisions of the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.
- d) Except as provided under the bidding documents including the RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- e) Joint Bidding Agreement should be submitted along with the Proposal. The Joint Bidding Agreement entered into between the members of the Special Purpose Vehicle/Joint Venture should be specific to the Project and should fulfil the above requirements, failing which the Proposal shall be considered non-responsive.
- f) No change in the composition of the Special Purpose Vehicle/Joint Venture will be allowed subsequent to the submission of the Proposal during the Selection Process.
- g) By submitting the Proposal, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in control or management of a Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP which adversely impacts the Project, the Applicant shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, at their discretion, disqualify the Applicant or withdraw the Letter of Award from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- h) **Start-ups and Micro, Small & Medium Enterprises (MSME) may be exempted with both technical and financial experience (except the Net-Worth, as desired), provided they are bidding with an experienced lead partner, as SPV/JV, meeting both the**

**technical & financial qualification, as required in this RfP, and the lead partner is jointly and severally responsible for contract implementation.**

i) **The start-up Companies, willing to bid as SPV/JV, must have to be registered under the Department for Promotion of Industry and Internal Trade (DPIIT), under the Ministry of Commerce and Industry, Government of India, and will be exempted from turnover and credential only. They should have the minimum Net-Worth, as required in this RfP.**

j) **Disqualification:**

Even if an applicant meets the eligibility criteria and Pre-Qualification Criteria, the bidder shall be subject to disqualification if he or any of the constituent partners is found to have:

1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
2. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of the contract of Joint Venture on account of reasons other than non-performance, such as the experienced partner (major partner) of JV pulling out;
3. On account of currency of debarment by any Government agency.

**Page no.: 97; Criteria for SPV/JV Bids: May kindly be read as: -**

- SPV/JV is allowed as per the rules and regulations of Government of India, subject to a **maximum of 2 members**. A SPV/JV bid will be considered in the name of the Lead Partner (/any name) JV, registered agreement (named as SPV/JV Agreement) signed by all the members should be furnished along with the bid.
- All members of the SPV/JV should have joint and several liabilities for execution of the project. The SPV/JV should share copy of the work sharing bipartite agreement, clearly specifying work share of each SPV/JV member, along with the technical bid, dated on or after the RfP download starting date.
- The attributes to be evaluated will be the same as for individual contractors, however, certain parameters up to the specified limits have to be essentially met by both of the members of JV, cumulatively/collectively, some by the lead member, and some by the other member.
- The SPV/JV Agreement shall be in the name of the Lead member (/any name) JV. Minimum equity stake/voting rights of consortium/JV member of the SPV/JV shall not be less than

10%. The lead partner shall have both minimum of 50% of technical credibility and 50% of financial capability, as mentioned in the tender as per order of the Finance Department, Government of West Bengal. The consortium partner must have minimum of 25% of technical credential and 25% of financial credential as required in tender, but the SPV/JV as a whole shall have the required credibility, both technical and financial, cumulatively/collectively, as per tender. The JV/SPV Company shall be responsible and liable in all matters related to the project. The percentage stake of other members should also be stated in the SPV/JV agreement. In Case of any failure, the Lead member will be responsible to compensate the liquidated damages and penalties to KMDA in addition to all matters related to the project. The Lead Member of the SPV/JV must be registered and/or incorporated under appropriate laws of India.

**The SPV/JV Company must be registered and/or incorporated under appropriate laws of India after award of contract, but before the Commercial Operation Date (COD). The SPV/JV agreement should be registered in Kolkata, West Bengal, so as to be legally valid and binding on members.**

- The SPV/JV Agreement must clearly spell out the identity of the lead member, the proportion of financial involvement of the respective members and must state unequivocally that an action by the lead member will bind all the other members, jointly and severally, irrespective of their respective financial involvements in the SPV/JV. An attested true copy of a legally binding SPV/JV Agreement must be submitted along with the technical bid.
- It should be clearly mentioned in the SPV/JV agreement that if any SPV/JV gets selected as the successful bidder, then none of the members can exit the SPV/JV or get replaced till the project is executed. Any deviation or violation on part of the successful SPV/JV will cause it to forfeit the Security Deposit. Any change in the membership of the SPV/JV be required to be made by the members of the SPV/JV, the same shall be done with the prior consent of KMDA subject to the conditions as may be stipulated by them in this regard.
- The applicant or any member of the SPV/JV should not be blacklisted/terminated/ debarred by any State Government, PSU, Government of India or Government of any foreign country. An undertaking as per APPENDIX- I (Form- 21) (enclosed in this document), towards the same must be submitted by all members of the SPV/JV dated on or after the RFP download start date.
- The lead/JV member (for SPV/JV) should have an Average Annual Turnover as mentioned above in the best 3 financial years, in last 5 (five) FYs (may be for FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). Balance Sheets and Profit & Loss Statements for the last 5 Financial Years, as mentioned above, must be submitted. Also, a certificate from the auditor must be submitted clearly mentioning the annual turnover for the last 5 Financial Years as mentioned above and as per the annexure given herewith.
- The applicant or any member of the SPV/JV (in case of SPV/JV) should have the necessary credentials as mentioned in the eligibility criteria (even for technical evaluation).
- **Start-ups and Micro, Small & Medium Enterprises (MSME) may be exempted with both technical and financial experience (except the Net-Worth, as desired), provided they are bidding with an experienced lead partner, as SPV/JV, meeting both the technical & financial qualification, as required in this RfP, and the lead partner is jointly and severally responsible for contract implementation.**

- **The start-up Companies, willing to bid as SPV/JV, must have to be registered under the Department for Promotion of Industry and Internal Trade (DPIIT), under the Ministry of Commerce and Industry, Government of India, and will be exempted from turnover and credential only. They should have the minimum Net-Worth, as required in this RfP.**
- **The LOI and Work order shall be issued in the name of JV/SPV and Selected JV/SPV shall open a bank account in the name of JV/SPV for further transaction with the Authority i.e., submission of O & M security and payment of Bills etc.**

Project Citation as per Annexure, a copy of the Work Order/Agreement/Contract copy and Work Completion Certificates/Ongoing Certificates between the participating bidder and the client as mentioned above must be submitted to fulfill this criterion.

➤ **Disqualification:**

Even if an applicant meets the eligibility criteria and Pre-Qualification Criteria, the bidder shall be subject to disqualification if he or any of the constituent partners is found to have:

1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
2. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of the contract of Joint Venture on account of reasons other than non-performance, such as the experienced partner (major partner) of JV pulling out;
3. On account of currency of debarment by any Government agency.

**Page no.: 109; Clause 4.6: Evaluation of Financial Proposal; May kindly be read as: -**

Capital Grant (Fixed, to be provided on achieving different milestones, in INR)

**Bidding Parameter:**

T1- Tipping fee for Legacy Waste (no escalation) (on output basis in INR per MT),

T2- Tipping fee for Fresh Waste, only applicable after COD (revision @+3% on every 5 years, will be considered, in INR per MT),

Table 15: For Illustration purposes only:

Sl. No.	Year	Avg. daily fresh waste (T)	Legacy waste (T)	T1 (Rs/T)	T2 (Rs/T)	Capital Grant (Rs. Cr)	Bid Project Cost (Rs. Cr)	NPV factor (Discounted rate @9%)	NPV
(1)	2023	61	50000	550	450	1.5	5.2519	1	5.2519
(2)	2024	62			450	1.8	2.8184	0.9174	2.5856
(3)	2025	63			450		1.0348	0.8417	0.871
(4)	2026	64.1			450		1.0528	0.7722	0.813
(5)	2027	65.2			450		1.0709	0.7084	0.7586
(6)	2028	66.3			463.5		1.1216	0.6499	0.7289
(7)	2029	67.4			463.5		1.1403	0.5963	0.68
(8)	2030	68.5			463.5		1.1589	0.547	0.6339
(9)	2031	69.6			463.5		1.1775	0.5019	0.591
(10)	2032	70.8			463.5		1.1978	0.4604	0.5515
(11)	2033	72			477.41		1.2546	0.4224	0.5299
(12)	2034	73.2			477.41		1.2755	0.3875	0.4943
(13)	2035	74.4			477.41		1.2965	0.3555	0.4609
(14)	2036	75.6			477.41		1.3174	0.3262	0.4297
(15)	2037	76.9			477.41		1.34	0.2992	0.4009
<b>Total</b>							<b>23.5089</b>		<b>15.7811</b>

**Note:**

- 1) This Bid Project Cost (in INR) above, calculated as per the quoted tipping fees for both legacy waste and fresh waste, with the Capital Grant, as given to the agency, will be calculated for Additional Earnest Money Deposit, Security Deposit and O&M Security etc.
- 2) Waste generation is considered to be increased by 1.6% per year.
- 3) Bidders should quote their rate, such that  $0.75 < T1/T2 < 1.25$ ,
- 4) The Concessionaire, who is supposed to be the lowest quoting Net Present Value (NPV) of the project, will be selected.
- 5) Manual evaluation:  
Lowest quoting NPV, as evaluated above, will be selected.
- 6) This BOQ will be treated as indicative one and Department will ignore Computer-Generated Comparative Statement. Department will not consider the Highest or Lowest bidder from the Computer-Generated Comparative Statement Sheet. Department will consider only Numerical Figure up to two Decimal places as per BOQ for manual evaluation process as per RFP to select the successful bidder who gets the Lowest quoting NPV.

**Page no.: 110; Clause 4.8: Security Deposit recovered for legacy waste management; May kindly be read as: -**

**4.8. Security Deposit recovered for legacy waste management:**

- a. 10% of amount for managing the legacy waste, where the Earnest Money Deposit (2% of the Project Cost), will be converted to part Security Deposit and adjusted in each Running Account bill. The SD @8% of bill value will be deducted on pro-rata basis from each Running Account bill for processing of legacy waste, up to realization of 10% of cost expenditure for managing the legacy waste.

- b. This will be refunded **only after 12 months** of successful completion of processing and subsequent disposal of all fractions and 100% reclamation of land in all respect occupied by the legacy waste, may be termed at Commercial date of completion of the legacy waste management project only.

**Page no.: 110; Clause 4.9: Security Deposit recovered for fresh waste management; May kindly be read as: -**

**4.9. Security Deposit recovered for fresh waste management:**

- a. It will be 10% of amount for managing the fresh waste, as calculated against the rate quoted by the bidder with subsequent rate enhancement for every five years, for managing the fresh waste to be counted from starting of Commercial Operation Date (COD). The Earnest Money Deposit (2% of the Project Cost) will be converted to initial Security Deposit and will be adjusted in subsequent Running Account bill. The SD @8% will be deducted on pro-rata basis from each Running Account bill for processing of fresh waste.
- b. The recovered Security Deposit of @8% of total bill value within the 1<sup>st</sup> year of operation counted from Commercial Operation Date (COD), will be released only after successful completion of **3 (three) years** of processing of fresh waste, disposal of all fractions and operation and maintenance of all the plants and machineries. Subsequent release of Security Deposit will be made on completion of every year accordingly. Hence, the total EMD (2% of total Project Cost), converted to SD and the SD recovered in the last 3 (three) years of processing of fresh waste, disposal of all fractions and O&M, under contract, might be released after **12 (twelve) months** from completion of contract and handing over of all plants and machineries in running condition to the employer (condition assessment of all plants and machineries to be done by the agency through any third-party Institution of National Importance, like any IIT, NIT, JU/IIEST, Shibpur etc.).
- c. Total operation and maintenance period of all plants and machineries will be **15 (fifteen) years**, starting from the date of start of Commercial Operation.

**Page no.: 246; Clause 17.4.: Payments during Operation Period; May kindly be read as: -**

**17.4. Payments during Operation Period**

- (a) The 1<sup>st</sup> (first) instalment of O&M Payments shall be due and payable within 30 (thirty) days of the 60<sup>th</sup> (sixtieth) day of COD and the remaining instalments shall be due and payable within 30 (thirty) days of completion of the successive 60<sup>th</sup> day (the "Bi-monthly Payment Date"). For the avoidance of doubt, the last Bi-monthly Payment Date would be adjusted to in such a way that it falls at the end of the Operations Period.
- (b) Power Charges
  - (i) All Inspection charges, Earnest Money Deposit, Security Deposit, Power Service Connection Charges for bringing power connection at site shall be borne by the Concessionaire.
  - (ii) The Power Charges/Power Consumption bills for the Facilities shall be borne by the Concessionaire.

- (iii) If there is any interruption in the supply of power from the grid, the Concessionaire should use backup power supply from the DG Sets.

**Page no.: 250; Clause 17.13.: Payment Breakup schedule for Fresh Waste; May kindly be read as: -**

**17.13. Payment Breakup schedule for Fresh Waste:**

- (i) An amount of 50% of billed value shall be paid without inspection and validation of documentary evidence etc., but the Concessionaire to submit all weighment slips/challans (input and output), CCTV footage for the weighment period, drone/Total Station survey at the date of start of work and the date of billing, subject to availability of fund.

**Page no.: 42, Table 3: Total capacity of plant(s) to be established by the Concessionaire (Permanent): may now be read as:**

Project Sl. No.	District	ULB	Quantity of legacy waste (MT) Tentative	MSW (in TPD)	
				(Current)	(Projected in 15 years of Operation)
1.	Bankura	Bankura Municipality	17812	61	77
2.	Birbhum	Bolpur Municipality	25804	37	47
3.	Birbhum	Rampurhat Municipality	20176	28	35
4.	Birbhum	Suri Municipality	10804	37	47
5.	Hooghly	Arambagh Municipality	59256	25	32
		Tarakeswar Municipality	12184	11	14
6.	Hooghly	Chandannagore MC	67657	73	92
7.	Hooghly	Hooghly-Chinsurah Municipality	68371	68	85
8.	Murshidabad	Dhulian Municipality	27156	39	49
9.	Murshidabad	Domkal Municipality	31840	60	75
10.	Nadia	Santipur Municipality	17970	68	85
11.	North 24 Parganas	Barrackpore Municipality	48356	61	77
12.	North 24 Parganas	Bongaon Municipality	57812	46	58
13.	North 24 Parganas	Garulia Municipality	26210	29	37
14.	North 24 Parganas	Halisahar Municipality	38218	45	57
15.	North 24 Parganas	Khardah Municipality	19442	45	57
16.	North 24 Parganas	Madhyamgram Municipality	38140	120	150
17.	North 24 Parganas	Titagarh Municipality	87700	45	57

Note:

- (1) Increment in quantity of waste has been considered as 1.6% per year for 15 years.

Page no.: 45, Table 4: Schedule of Period of Completion of different milestones, as per scope of work: may now be read as,

Project Sl. No.	ULB	Schedule of completion of installation of permanent common weigh bridge (including calibration) of capacity not less than 50T, from the date of Work Order, after agreement	Agency to install Legacy Waste Processing Plant of minm. Capacity (TPD)	Schedule of completion of processing and disposal of all fractions of legacy wastes complete, thereafter	Schedule of completion of construction of plants, including installation of all equipment, machineries etc. complete for processing of fresh waste, including obtaining Consent to Establish (CTE)/NOC and Consent to Operate etc. from WBPCB, from the date of Work Order, after agreement	Period of trial run	Operation Date, from the date of Work Order, after agreement	Operation and Complete Maintenance period from COD	CONCESSION PERIOD
(1)	Bankura	1 month	300 TPD	4 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>
(2)	Bolpur	1 month	300 TPD	4 months	12 months	1 month	13 months	15 years	<b>16 years &amp; 1 month</b>
(3)	Rampurhat	1 month	300 TPD	4 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>
(4)	Suri	1 month	300 TPD	3 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>
(5)	Arambagh Tarakeswar	1 month	600 TPD	6 months	12 months	1 month	13 months	15 years	<b>16 years &amp; 1 months</b>
(6)	Chandannagore MC	1 month	600 TPD	6 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>
(7)	Hooghly-Chinsurah	1 month	600 TPD	6 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>
(8)	Dhulian	1 month	300 TPD	6 months	12 months	1 month	13 months	15 years	<b>16 years &amp; 1 month</b>
(9)	Domkal	1 month	300 TPD	4 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>



Project Sl. No.	ULB	Schedule of completion of installation of permanent common weigh bridge (including calibration) of capacity not less than 50T, from the date of Work Order, after agreement	Agency to install Legacy Waste Processing Plant of minm. Capacity (TPD)	Schedule of completion of processing and disposal of all fractions of legacy wastes complete, thereafter	Schedule of completion of construction of plants, including installation of all equipment, machineries etc. complete for processing of fresh waste, including obtaining Consent to Establish (CTE)/NOC and Consent to Operate etc. from WBPCB, from the date of Work Order, after agreement	Period of trial run	Operation Date, from the date of Work Order, after agreement	Operation and Complete Maintenance period from COD	CONCESSION PERIOD
(10)	Santipur	1 month	300 TPD	6 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>
(11)	Barrackpore	1 month	600 TPD	6 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>
(12)	Bongaon	1 month	300 TPD	4 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>
(13)	Garulia	1 month	300 TPD	6 months	12 months	1 month	13 months	15 years	<b>16 years &amp; 1 month</b>
(14)	Halisahar	1 month	300 TPD	4 months	12 months	1 month	13 months	15 years	<b>16 years &amp; 1 month</b>
(15)	Khardah	1 month	300 TPD	6 months	12 months	1 month	13 months	15 years	<b>16 years &amp; 1 month</b>
(16)	Madhyamgram	1 month	600 TPD	8 months	15 months	1 month	16 months	15 years	<b>16 years &amp; 4 months</b>
(17)	Titagarh	1 month	300 TPD	6 months	12 months	1 month	13 months	15 years	<b>16 years &amp; 1 month</b>

Page no. 65: Table 5: Detail of dumpsites and amount of Capital Grant (in ₹), receivable: May now be read as:

Project Sl. No.	ULB	Location of dumpsite	Area of dumpsite in acre	Capital Grant in ₹
1.	Bankura	Keshra Trenching Ground (23.267285°N 87.035388°E)	16.53	₹ 4,01,00,000.00
2.	Bolpur	Bolpur, Khoskadambatur, P. S. Bolpur, JL No. 95, Plot No. 2590, 2703,	3.33	₹ 2,47,00,000.00
3.	Rampurhat	(1) Kusumba Road (2) Bonhat (24.18826°N 87.75746°E)	3	₹ 1,88,00,000.00
4.	Suri	Dhanyogram (JL No. - 206) (23.95225°N 87.48576°E)	3.53	₹ 2,47,00,000.00
5.	Arambagh Municipality	Kalipur, Ward No. 6 (22.88525°N 87.77549°E)	1.2	₹ 2,46,00,000.00
	Tarakeswar Municipality	Kadamtala, Ward No. 13 (22.88326°N 88.02701°E)	0.44	
6.	Chandannagore MC	Kalupukur Vermi-Compost Plant, Kolupukur Bhagar more, Ward No. 8 (22°52'18"N, 88°21'32"E)	5.2	₹ 4,80,00,000.00
7.	Hooghly-Chinsurah Municipality	Kedia – I GP, Sukantanagar Rabindranagar (22° 53' 35"N 88°22'44"E)	6.5	₹ 4,47,00,000.00
8.	Dhulian Municipality	Dhuliyian (near Ratanpur) (24°39'29.89"N 87°55'50.74"E)	2	₹ 2,59,00,000.00
9.	Domkal Municipality	LR Plot no. 464, JL No. 77, Mouza – Aminabad, Block- Domkol, Ward No.- 20 (24.074249°N 88.562007°E)	2.89	₹ 3,89,00,000.00
10.	Santipur Municipality	Moylar math, Ward no. – 10 (23.2501021°N 88.4116394°E)	13	₹ 4,47,00,000.00
11.	Barrackpore	Old Kolkata Road, Ward No. – 17 (22.748542°N 88.382122°E)	5	₹ 4,01,00,000.00
12.	Bongaon	Beside Indira Park, Ward No. – 19 (opposite Truck Parking lot) (23°1'44.13"N 88°50'31.40"E)	2.26	₹ 3,05,00,000.00

Project Sl. No.	ULB	Location of dumpsite	Area of dumpsite in acre	Capital Grant in ₹
13.	Garulia	Fanching ground road, Ward No. 11, North 24 Parganas, near Harzinda Road boys club (22.817161°N 88.372613°E)	3	₹ 1,93,00,000.00
14.	Halisahar	Niranjan Trenching Ground, Ward No. – 8 (23.2501021°N 88.4116394°E)	1.05	₹ 2,98,00,000.00
15.	Khardah	Ruiya Iswasripur Dumping Ground; 1 km from Kalyani Expressway Ruiya Khardah Stoppage (22°44'31"N 88°24'25"E)	4.29	₹ 2,98,00,000.00
16.	Madhyamgram	Digberia, Ward No. - 2 (22.69264° N 88.50134°E)	7.17	₹ 7,78,00,000.00
17.	Titagarh	Math Para Dumping Ground; Opposite side of ULB on BT Road (22°44'10"N 88°22'34"E)	5	₹ 2,98,00,000.00

**Table 10: The bidder should have the credential: may now be read as,**

Package Sl. No.	ULB Sl. No.	District	ULB	Ward	Population (2011)	Criteria for Evaluation (Either / Or)		Annual Avg. Turnover (avg. of best 3 FYs, from last 5 FYs) (₹ in Crore)	Net Worth (₹ in Crore)
						Fresh Waste Management	Legacy Waste Management		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	1	Bankura	Bankura Municipality	24	1,37,386	Constructed 25TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 1,40,715 MT of waste have processed in last 3 consecutive years in a single contract	Nil	8.19	6.15
2	2	Birbhum	Bolpur Municipality	22	80,210	Either constructed 15TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 91,352 MT of waste have processed in last 3 consecutive years in a single contract	Or the agency must have completed biomining of legacy waste for a min. quantity of 91,352 MT in a single contract	5.32	3.99
3	3	Birbhum	Rampurhat Municipality	18	57,833	Either constructed 12TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 69,390 MT of waste have processed in last 3 consecutive years in a single contract	Or the agency must have completed biomining of legacy waste for a min. quantity of 69,390 MT in a single contract	4.04	3.03

Package Sl. No.	ULB Sl. No.	District	ULB	Ward	Population (2011)	Criteria for Evaluation (Either / Or)		Annual Avg. Turnover (avg. of best 3 FYs, from last 5 FYs) (₹ in Crore)	Net Worth (₹ in Crore)
						Fresh Waste Management	Legacy Waste Management		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
4	4	Birbhum	Suri Municipality	21	67,864	Either constructed 15TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 85,352 MT of waste have processed in last 3 consecutive years in a single contract	Or the agency must have completed biomining of legacy waste for a min. quantity of 85,352 MT in a single contract	4.99	3.74
5	5	Hooghly	Arambagh Municipality	19	66,175	Either constructed 15TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 1,26,245 MT of waste have processed in last 3 consecutive years in a single contract	Or the agency must have completed biomining of legacy waste for a min. quantity of 1,26,245 MT in a single contract	5.95	4.46
	6		Tarakeswar Municipality	15	30,947				
6	7	Hooghly	Chandannagore MC	33	1,66,867	Constructed 30TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 1,86,933 MT of waste have processed in last 3 consecutive years in a single contract	Nil	10.83	8.12
7	8	Hooghly	Hooghly-Chinsurah	30	1,77,259	Constructed 28TPD fresh municipal SWM plant	Nil	10.2	7.65

Package Sl. No.	ULB Sl. No.	District	ULB	Ward	Population (2011)	Criteria for Evaluation (Either / Or)		Annual Avg. Turnover (avg. of best 3 FYs, from last 5 FYs) (₹ in Crore)	Net Worth (₹ in Crore)
						Fresh Waste Management	Legacy Waste Management		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			Municipality			(individual/combination of dry, wet waste processing unit and SLF) and 1,76,268 MT of waste have processed in last 3 consecutive years in a single contract			
8	9	Murshidabad	Dhulian Municipality	21	95,713	Either constructed 16TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 98,146 MT of waste have processed in last 3 consecutive years in a single contract	Or the agency must have completed biomining of legacy waste for a min. quantity of 98,146 MT in a single contract	5.7	4.28
9	10	Murshidabad	Domkal Municipality	21	1,21,927	Constructed 24TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 1,38,588 MT of waste have processed in last 3 consecutive years in a single contract	Nil	8.05	6.04
10	11	Nadia	Santipur Municipality	24	1,51,777	Constructed 28TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and	Nil	9.76	7.32

Package Sl. No.	ULB Sl. No.	District	ULB	Ward	Population (2011)	Criteria for Evaluation (Either / Or)		Annual Avg. Turnover (avg. of best 3 FYs, from last 5 FYs) (₹ in Crore)	Net Worth (₹ in Crore)
						Fresh Waste Management	Legacy Waste Management		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						SLF) and 1,68,262 MT of waste have processed in last 3 consecutive years in a single contract			
11	12	North 24 Parganas	Barrackpore Municipality	24	1,52,783	Constructed 25TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 1,56,715 MT of waste have processed in last 3 consecutive years in a single contract	Nil	9.07	6.81
12	13	North 24 Parganas	Bongaon Municipality	22	1,08,864	Either constructed 19TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 1,13,443 MT of waste have processed in last 3 consecutive years in a single contract	Or the agency must have completed biomining of legacy waste for a min. quantity of 1,13,443 MT in a single contract	6.47	4.86
13	14	North 24 Parganas	Garulia Municipality	21	85,336	Either constructed 12TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 78,797 MT of waste have processed in last 3	Or the agency must have completed biomining of legacy waste for a min. quantity of 78,797 MT in a single	4.56	3.42

Package Sl. No.	ULB Sl. No.	District	ULB	Ward	Population (2011)	Criteria for Evaluation (Either / Or)		Annual Avg. Turnover (avg. of best 3 FYs, from last 5 FYs) (₹ in Crore)	Net Worth (₹ in Crore)
						Fresh Waste Management	Legacy Waste Management		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						consecutive years in a single contract	contract		
14	15	North 24 Parganas	Halisahar Municipality	23	1,24,851	Either constructed 18TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 1,06,327 MT of waste have processed in last 3 consecutive years in a single contract	Or the agency must have completed biomining of legacy waste for a min. quantity of 1,06,327 MT in a single contract	6.19	4.65
15	16	North 24 Parganas	Khardah Municipality	22	1,09,342	Either constructed 18TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 1,13,806 MT of waste have processed in last 3 consecutive years in a single contract	Or the agency must have completed biomining of legacy waste for a min. quantity of 1,13,806 MT in a single contract	6.61	4.96
16	17	North 24 Parganas	Madhyamgram Municipality	28	1,96,127	Constructed 48TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 2,97,880 MT of waste have processed in last 3 consecutive years in a single contract	Nil	17.23	12.92



Package Sl. No.	ULB Sl. No.	District	ULB	Ward	Population (2011)	Criteria for Evaluation (Either / Or)		Annual Avg. Turnover (avg. of best 3 FYs, from last 5 FYs) (₹ in Crore)	Net Worth (₹ in Crore)
						Fresh Waste Management	Legacy Waste Management		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
17	18	North 24 Parganas	Titagarh Municipality	23	1,16,520	Either constructed 18TPD fresh municipal SWM plant (individual/combination of dry, wet waste processing unit and SLF) and 1,16,436 MT of waste have processed in last 3 consecutive years in a single contract	Or the agency must have completed biomining of legacy waste for a min. quantity of 1,16,436 MT in a single contract	6.75	5.06

**RESPONSE OF KMDA ON QUERIES MADE BY THE INTENDING BIDDERS:**

Sl. No.	Description of Query	Response of KMDA
(I)	<p><b>1. Page no. 92; 4.1. Minimum Eligibility Criteria</b></p> <p><i>In case of SPV/JV, the lead partner shall have full financial capability and minimum 50 % of technical capability as mentioned in the tender as per Finance Department order. The other SPV/JV Partners shall have full Technical Capability as per Finance Department order.</i></p> <p><b>2. Page no. 82; Additional information for submission of Proposal by Joint Venture:</b></p> <p>(i) <i>“Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”), who shall have [majority or 51%] equity stake/voting rights in the Joint Venture. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Form-IV of Appendix-I, signed by all the other members of the Joint Venture. The Members of the Joint Venture shall cumulatively/ collectively fulfil all the Conditions of Eligibility;</i></p> <p><b>Query: As per point no.1 Lead member must have the full financial capacity and 50% of the technical capacity. In point no. 2, and in clause "Additional information for submission of Proposal by Joint Venture:" it has been mentioned that " The Members of the Joint Venture shall cumulatively/ collectively fulfill all the Conditions of Eligibility;" Both statements are contradictory. It is requested to clarify the same and allow the joint venture to meet all the qualifications cumulatively/collectively.</b></p>	<p>Eligibility criteria for SPV/JV has been modified and explained clearly in this document.</p>
	<p><b>3. Page no. 99; Evaluation Criteria for Assessment of Relevant Experience of the Firm/Bidder(s): Table 12:</b></p> <p><i>1.0 Year of establishment of the Firm/company (In case of SPV/JV Year of Establishment of Lead Member shall be considered) Year of Establishment of the firm &gt;= 5 years</i></p> <p><b>Query: Requested to consider the minimum establishment year for a lead member of 2 years. Accordingly, annual turnover and balance sheets must be demanded. It would allow the new potential bidders to participate in this bid. Also requested to give exemption/relaxation to start companies in terms of financial eligibility.</b></p>	<p>Clause in RfP stands.</p> <p>Start-ups/MSMEs are requested to submit the Income Tax Return and Balanced Sheets for the last two years only (FY: 2020-21 and 2021-22). Years of establishment for start-ups/MSMEs may be reduced to 2 years, in-stead of 5 years.</p> <p>The start-ups must have to be registered under the Department for Promotion of Industry and Internal Trade (DPIIT), under the Ministry of Commerce and Industry, Government of India.</p>

Sl. No.	Description of Query	Response of KMDA
	<p><b>4. Page no. 161;</b>  <b>i. Revision of Tipping Fee</b>  <i>a) The quoted rate for Processing and Disposal of the Municipal Solid Waste (segregated) per day for the period of 15 years in terms of tipping fee will be increased by 3% of current rate after completion of every successive five (5) years.</i></p> <p><b>Query: It has been experienced and documented evidence that labour costs increase by around 10% every year. The cost of spares and fuel increases by more than 3% every year. Inflation rate it varies from around 6-7%. Considering the above variable cost-sensitive components, 3% escalation every 5 years seems very less. Requested to reconsider the same and make such arrangement to escalate the rate every year taking consideration of the inflation rate.</b></p>	<p>Bid condition prevails.</p>
	<p><b>5. Page no. 160</b>  <b>j. I. Applicants to note the following while filling-up the Financial Proposal,</b>  <i>Maximum period of RDF disposal as per SWM Rules, 2016 and CPCB guideline shall be 60 days beyond which penalty shall be imposed as per the respective clause given in tender.</i></p> <p><b>Query: In the monsoon season due to high moisture content, RDF lifting gets very slow. It is requested to consider the relaxation in monsoon days.</b></p>	<p>Clause in RfP stands.</p>
	<p><b>6. Page no. 246;</b>  <b>17.4. Payments during Operation Period:</b></p> <p><i>(a) The 1st (first) instalment of O&amp;M Payments shall be due and payable within 30 (thirty) days of the 90th (ninetieth) day of COD and the remaining instalments shall be due and payable within 30 (thirty) days of completion of each of the successive quarters (the "Quarterly Payment Date"). For the avoidance of doubt, the last Quarterly Payment Date would be adjusted to in such a way that it falls at the end of the Operations Period.</i></p> <p><b>Query: Quarterly payment of O&amp;M will impact the daily cash flow. It is requested to pay the O&amp;M on a monthly basis.</b></p>	<p>Please refer elsewhere in this document.</p>

Sl. No.	Description of Query	Response of KMDA
	<p>7.</p> <p><i>Disposal of RDF in scientific manner as per the CPCB guidelines:</i></p> <p><b>Query: RDF disposal is a vital part of any booming project as well as Waste to compost plants. We have experienced in the past that due to the non-disposal of RDF several projects have failed. It requested to keep the experience of RDF disposal mandatory and marks must be allocated on the same. It would help KMDA to select a genuine and capable company for disposing of all the fractions.</b></p>	<p>Clause in RfP stands.</p>

Sl. No.	Description of Query	Response of KMDA
(II)	<p><b>1. Page no. 92; 4.1. Minimum Eligibility Criteria</b></p> <p><i>In case of SPV/JV, the lead partner shall have full financial capability and minimum 50 % of technical capability as mentioned in the tender as per Finance Department order. The other SPV/JV Partners shall have full Technical Capability as per Finance Department order.</i></p> <p><b>2. Page no. 82; Additional information for submission of Proposal by Joint Venture:</b></p> <p>(i) <i>“Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”), who shall have [majority or 51%] equity stake/voting rights in the Joint Venture. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Form-IV of Appendix-I, signed by all the other members of the Joint Venture. The Members of the Joint Venture shall cumulatively/ collectively fulfil all the Conditions of Eligibility;</i></p> <p><b>Query: As per point no.1 Lead member must have the full financial capacity and 50% of the technical capacity. In point no. 2, and in clause "Additional information for submission of Proposal by Joint Venture:" it has been mentioned that " The Members of the Joint Venture shall cumulatively/ collectively</b></p>	<p>Eligibility criteria has been modified and explained clearly in this document.</p>

Sl. No.	Description of Query	Response of KMDA
	<p><i>fulfill all the Conditions of Eligibility;" Both statements are contradictory. It is requested to clarify the same and allow the joint venture to meet all the qualifications cumulatively/collectively.</i></p>	
	<p><b>3. Page no. 99; Evaluation Criteria for Assessment of Relevant Experience of the Firm/Bidder(s): Table 12:</b></p> <p><i>1.0 Year of establishment of the Firm/company (In case of SPV/JV Year of Establishment of Lead Member shall be considered) Year of Establishment of the firm &gt;= 5 years</i></p> <p><b>Query: Requested to consider the minimum establishment year for a lead member of 2 years. Accordingly, annual turnover and balance sheets must be demanded. It would allow the new potential bidders to participate in this bid. Also requested to give exemption/relaxation to start companies in terms of financial eligibility.</b></p>	<p>Clause in RfP stands.</p>
	<p><b>4. Page no. 161;</b></p> <p><b>i. Revision of Tipping Fee</b></p> <p><i>a) The quoted rate for Processing and Disposal of the Municipal Solid Waste (segregated) per day for the period of 15 years in terms of tipping fee will be increased by 3% of current rate after completion of every successive five (5) years.</i></p> <p><b>Query: It has been experienced and documented evidence that labour costs increase by around 10% every year. The cost of spares and fuel increases by more than 3% every year. Inflation rate it varies from around 6-7%. Considering the above variable cost-sensitive components,3% escalation every 5 years seems very less. Requested to reconsider the same and make such arrangement to escalate the rate every year taking consideration of the inflation rate.</b></p>	<p>Clause in RfP stands.</p>
	<p><b>5. Page no. 160</b></p> <p><b>j. i. Applicants to note the following while filling-up the Financial Proposal,</b></p> <p><i>Maximum period of RDF disposal as per SWM Rules, 2016 and CPCB guideline shall be 60 days beyond which penalty shall be imposed as per the respective</i></p>	

Sl. No.	Description of Query	Response of KMDA
	<p><i>clause given in tender.</i></p> <p><b>Query: In the monsoon season due to high moisture content, RDF lifting gets very slow. It is requested to consider the relaxation in monsoon days.</b></p>	Clause in RfP stands.
	<p><b>6. Page no. 246;</b> <b>17.4. Payments during Operation Period:</b></p> <p><i>(a) The 1st (first) instalment of O&amp;M Payments shall be due and payable within 30 (thirty) days of the 90th (ninetieth) day of COD and the remaining instalments shall be due and payable within 30 (thirty) days of completion of each of the successive quarters (the "Quarterly Payment Date"). For the avoidance of doubt, the last Quarterly Payment Date would be adjusted to in such a way that it falls at the end of the Operations Period.</i></p> <p><b>Query: Quarterly payment of O&amp;M will impact the daily cash flow. It is requested to pay the O&amp;M on a monthly basis.</b></p>	Please refer elsewhere in this document.
	<p><b>7.</b></p> <p><i>Disposal of RDF in scientific manner as per the CPCB guidelines:</i></p> <p><b>Query: RDF disposal is a vital part of any booming project as well as Waste to compost plants. We have experienced in the past that due to the non-disposal of RDF several projects have failed. It requested to keep the experience of RDF disposal mandatory and marks must be allocated on the same. It would help KMDA to select a genuine and capable company for disposing of all the fractions.</b></p>	Clause in RfP stands.

Sl. No.	Description of Query	Response of KMDA
(III)	<p><b>1. Page no. 35; Notes (2)</b></p> <p><i>For fresh waste processing facilities, maximum of 12 (twelve)/15 (fifteen) months is allowable for designing, drawings, complete construction and establishment of processing plants including installation of all machineries and equipment etc., including obtaining Consent to Establish (CTE)/No Objection Certificate (NOC) and Consent to Operate</i></p>	The activities of obtaining the statutory clearances, like Environmental Clearances, Consent to Establish and Consent to Operate, from the West Bengal Pollution Control Board and construction of weighbridge,

Sl. No.	Description of Query	Response of KMDA
	<p><i>(CTO) from West Bengal Pollution Control Board (WBPCB).</i></p> <p><b>Query: Completion time of 12 /15 month considered for construction of processing and landfill facility should be start only after getting statutory clearances as it takes approx. 6 months for obtaining EC, CTE &amp; CTO.</b></p> <p><b>Also, land required for landfill has not been identified by the authority hence statutory clearances can not be started without land allocation.</b></p>	<p>processing units and landfill facility should start simultaneously, immediately after getting the formal Work Order from this department.</p> <p>All the lands are identified and have been mentioned clearly in this RfP. No additional land will be provided permissive possession for construction of Sanitary/ Engineered Landfill.</p>
	<p><b>2. Page no. 42; Table 3:</b></p> <p><i>Legacy waste Quantity.</i></p> <p><b>Query: We request you to provide ULB wise legacy waste quantity. This data is very essential to finalize the price bid.</b></p>	<p>Please refer elsewhere in this document.</p>
	<p><b>3. Page no. 42; Table 3:</b></p> <p><i>MSW quantity.</i></p> <p><b>Query: Please specify minimum waste Guaranteed. We request it should be atleast 80% of total MSW specified in Table 3.</b></p> <p><b>We suggest to pay full tipping (100%) fee on only minimum guaranteed waste and 80% tipping fee on waste received above minimum guaranteed waste.</b></p> <p><b>Quantity of minimum guaranteed waste to revised after every 3 years based on quantity of waste received in previous year.</b></p>	<p>Clause in RfP stands.</p> <p><b>Maximum 50% (in MT), of daily incoming fresh waste, as of base (current) year for 15 years, may be guaranteed.</b></p>
	<p><b>4. Page no. 45; Table 3:</b></p> <p><i>Agency to install Legacy Waste Processing Plant of minimum Capacity (TPD) 400 TPD/800 TPD/1000 TPD.</i></p> <p><b>Query: Please confirm the legacy waste quantity to derive the capacity of plant to be installed.</b></p>	<p>Please refer elsewhere in this document.</p>
	<p><b>5. Page no. 109; Clause 4.6</b></p> <p><i>Evaluation of Financial Proposal- T2- Tipping fee for Fresh Waste, applicable after COD (revision @+3% on every 5 years, will be considered).</i></p>	

Sl. No.	Description of Query	Response of KMDA
	<p><b>Query: 3% escalation after every 5 years is very low. It should be 3% every year or escalation as per WPI and CPI index. As there is continual increment in petroleum and diesel prices.</b></p>	<p>Clause in RfP stands.</p>
	<p><b>6. Page no. 160; ARTICLE 5</b></p> <p><i>for Bio-Remediation of Legacy Waste and reclamation of land develop, construct and operate the Sanitary Landfill Site at the allocated site in conformity with the terms of this Agreement for disposal of residual inert matter and rejected waste.</i></p> <p><b>Query: Please specify the location and area available to develop the SLF. Please appreciate, Tipping fee can cover only processing cost of legacy waste. Development of separate SLF for legacy waste needs separate fund allocation and contractor should be paid on EPC basis for construction of SLF.</b></p>	<p>The tipping fee that shall be provided to the concessionaire for managing the legacy waste, shall be firm and no escalation and/or any additional payment will be considered, throughout the period of concession for legacy waste. The fractions shall be removed from the site completely, and no additional land within the boundary of dumpsite, shall be given to dump the inert part. If any reject comes, this should be securely transported and dumped at any SLF in India, at own cost of the bidder. The cost should be considered within the tipping fee for processing the legacy waste. Please keep in mind that the payment will be given for the output fractions only, removing from the boundary of dumpsite.</p>
	<p><b>7. Page no. 186 (d);</b></p> <p><i>Payment shall be made Per MT (Metric Ton) of output legacy waste:</i></p> <p><b>Query: Kindly modify the payment clause to payment shall be made on input of legacy waste and not on output legacy waste as legacy waste contains very high percentage of rejects upto 20-30%.</b></p>	<p>Clause in RfP stands.</p>
	<p><b>8. Page no. 307; Clause 3.1</b></p> <p><i>The Concessionaire shall Design, Construct and Operate Project Facility of Sanitary Land Filling (SLF) including Processing facility, Material Recovery Facility, etc., of Designed Capacity at the Site provided by the Authority. The Site for SLF to be finalized by the Authority and handed over to the Concessionaire within [1 (one)] month from</i></p>	<p>At present, there is no additional site for construction of SLF, for the said ULB. The dump-land location and area, as available, has already been mentioned in the RfP.</p> <p>If no such land is available for SLF,</p>



Sl. No.	Description of Query	Response of KMDA
	<p><i>Execution Date. The Sanitary Landfill shall be setup in accordance with the requirement of SWM Rules, 2016 and CPHEEO Manual.</i></p> <p><b>Query: Please confirm the approximate distance of proposed sanitary Landfill site from respective processing facilities.</b></p> <p><b>Please confirm, who will transport the waste from processing site to landfill site?</b></p> <p><b>These details are required as it is directly related to tipping fee to be quoted by bidder.</b></p>	<p>this should be accommodated within the area, as provided, if all rules and regulations are complied.</p> <p>All processing, installation of equipment, machineries, power connection charges, Security Deposits, labour, accidental charges, transportation of all fractions, including any incidental charges complete, shall have to be borne by the agency.</p> <p>No extra/additional payment will be given to the concessionaire in any circumstances, except the tipping fee, as accepted and applicable.</p>
	<p><b>9. Page no. 307; Clause 3.1c</b></p> <p><i>Concessionaire to ensure by weighment that inert/residual Processing waste from Processing Facilities to the Sanitary Landfill should not be disposed more than 10% of the total incoming waste at Processing facility and as per SWM Rules 2016.</i></p> <p><b>Query: Please note, as per SWM Rules and CPHEEO Manual Part II, Page No 107, "In cases of an integrated facility of composting and RDF, 15% rejects from mixed waste stream is expected"</b></p> <p><b>Please allow 15% rejects in landfill.</b></p>	<p>For fresh waste, the reject/inert fraction must restrict within 10% of total waste processed and securely disposed of, as per prevailing rules and guidelines.</p> <p>On the other hand, the selected bidder/concessionaire should restrict the quantum of inert fraction as minimum as possible and must be disposed outside of the boundary of dumping ground, to reclaim the land in full.</p>
	<p><b>10. Page no. 39; Table 2A (d)</b></p> <p><i>Security deposit @10% of total bill value, as per Schedule, will be deducted from each running account bill, up to 10% of the total project cost.</i></p> <p><b>Query: We request you to please accept Security Deposit/ Performance bank guarantee in the form of Performance bank guarantee and do not deduct from running bills and it should be 5% similar to O&amp;M security.</b></p>	<p><i>Security deposit @10% of total project cost. EMD @2% of total project value, will be converted as SD. 8% of total bill value, as per Schedule, will be deducted from each running account bill, up to 10% of the total project cost.</i></p>

Sl. No.	Description of Query	Response of KMDA
	<p><b>11. Extension</b></p> <p><i>Last date &amp; time limit for submission of tender through online.</i></p> <p><b>Query: We request to extend bid submission date atleast 3 weeks after uploading pre-bid query replies.</b></p>	Please refer elsewhere in this document.

Sl. No.	Description of Query	Response of KMDA
(IV)	<p>We are a new entrant in the SWM sector. We are extremely keen and eager to contribute to Solid Waste Management in the state by introducing scientific management practices and data science to the processing of municipal waste. As a new entrant, we have formed a Joint-Venture with a credible private company that has over a decade of experience in this sector.</p> <p>Our query is with regard to the Technical &amp; Financial Eligibility Criteria of the aforementioned tender, esp. the requirement for Joint Ventures qua it's participating members to individually and mutually exclusively have all requisite experience. In the following paragraphs, we present to you that this is against the spirit of competitive markets, the grain of India's national and international policy commitments and the legal spirit of Joint Ventures. Of greater significance, the criterion in question are impediments to knowledge transfer and the development of a mature Waste Management practices in the State of West Bengal as it creates an insurmountable barrier to entry in a relatively nascent market.</p> <p><b>Clauses in question:</b></p> <ul style="list-style-type: none"> <li>- 4.1 Criteria for Evaluation, Pg 91-94, Minimum Eligibility Criteria, Table 9 - points 1, 2 &amp; 11</li> <li>- The bidders should have the credential, Pg 95-96, Table 10</li> <li>- Criteria for SPV/JV Bids, Pg 97 - bullet points 3 &amp; 8</li> <li>- 4.2 Evaluation of Technical Proposal, Pg 99, Part (i) Bid evaluation, Table 11 - points 4, 5, 6 &amp; 7</li> </ul> <p><b>Spirit of Competition:</b></p> <p>In the State Environment Report 2021, there were only 18 of 125 ULBs in West Bengal engaged in processing fresh waste - these include plants that are operated by</p>	Please refer the Clauses in RfP and this document collectively, which stands and prevails.

Sl. No.	Description of Query	Response of KMDA
	<p>ULBs themselves (Department of Environment, Government of West Bengal). In the latest CPCB report, only 47% of the waste collected is treated in India (PR Division, CPCB on behalf of Member Secretary). There are only a handful of private sector operators in West Bengal processing fresh municipal waste. Given that the sector is young, in Bengal and India, having a mutually exclusive criteria for Joint-ventures would amount to cartelisation and would make it impossible for new companies to enter. The spirit of a joint venture is to pool resources - both technical and financial - to facilitate enterprise and innovation. The need of the hour is more participation, not less. We believe that the aforementioned clauses are detrimental to service delivery, governance, and competitive markets. They reduce the intensity and pace of resources invested in the handling of Solid Municipal Waste across the state.</p> <p><b>Public Policy Framework</b></p> <ol style="list-style-type: none"> <li>1. Our understanding of the policy framework around SWM is that state capacity for SWM is limited in India. The role of the private sector becomes three-fold – <ol style="list-style-type: none"> <li>a. Increase &amp; improve service delivery</li> <li>b. Facilitate knowledge transfer &amp; innovation</li> <li>c. Bring in private investments into public goods, especially in Solid Waste Management</li> </ol> </li> <li>2. The role of the private sector, especially young companies and start-ups, has been duly encouraged in the Solid Waste Management space by way of India’s policy submission to the UNFCCC. (Ministry of Environment, Forest &amp; Climate, Government of India and United Nations Framework Convention on Climate Change).</li> <li>3. Solid Waste Management Rules 2016 squarely places the responsibility to ‘Frame and amend waste byelaws incorporating the provisions of solid waste management (SWM) Rules 2016’ with ULBs and the Urban Development Ministry of the State (Ministry of Environment, Forest and Climate Change). The framework encourages the bodies to create roles and responsibilities for private sector participation as this reduces the burden on the ULB and increases efficiency.</li> </ol> <p><b>Compatibility with the Laws of the Union of India</b></p> <p>There is a legal precedent for the pooling of resources</p>	

Sl. No.	Description of Query	Response of KMDA
	<p>in Joint-Ventures mentioned below.</p> <ol style="list-style-type: none"> <li data-bbox="284 338 962 689">1. In 2021, High Court of Punjab and Haryana ruled in the case “M/S A.G. Construction Co vs Food Corporation Of India And Others” for the pooling of resources if bidders are a Joint Venture, but not in the case of a sole proprietorship in keeping with the spirit of competitiveness and collaboration. The same judgment has made references to and held the Supreme Court judgment in M/s New Horizons Limited and another Vs. Union of India and others, 1995 (1) SCC 478 to inform its jurisprudence.</li> <li data-bbox="284 734 962 943">2. In 2019, for the award of contract for operating 6 airports a new entrant was chosen and the Public Private Partnership Appraisal Committee noted that “that prior experience with airports may neither be made a “prerequisite for bidding, nor a post-bid requirement” (Scroll Staff, Scroll)</li> </ol> <p>We humbly request you to entertain our prayer for the allowance of Experience and Financial Capabilities of Joint-Venture participants to be pooled, not treated as mutually exclusive. This would pave a tempered avenue for new entrants, increase competitiveness and innovation in SWM. We are eager to make a positive and scalable impact in the Solid Waste Management in West Bengal. We believe we bring an understanding of operational practices and data-science that can create a model for the rest of the country.</p>	

Sl. No.	Description of Query	Response of KMDA
(V)	<p><b>1. Page no. 6:</b></p> <p><i>Adjoining Property- Any usable structure i.e., Building, usable foundation, site office, weight bridge structure in the plant premises must be handed over by the Concessioneing Authority to Concessionaire for use for the project up-to end of the contract period.</i></p>	<p>Only the right/permissive possession of the dumpsite will be given to the concessionaire. If required and the Local Authority agrees, she/he can use the adjoining properties, without hampering the daily collection, transportation, and disposal of waste by the ULB. In this case, rent for using the same shall have to be submitted by the concessionaire @ at least 3% of the tipping fee for processing of both legacy/fresh waste.</p>

Sl. No.	Description of Query	Response of KMDA
	<p><b>2. Page no. 6:</b></p> <p><i><b>Applicable permits-</b> All the required permission and approval will be applied by Concessionaire for the project, it is requested for intime support and Approval from KMDA &amp; Municipality.</i></p> <p><i>Supply of water and Electricity permission are becoming major hurdle in the project execution.</i></p>	<p>All necessary support will be extended to the concessionaire upon getting permission and approval, right from getting Environmental Clearances, Consents of Establishment/Operation, Electricity, Water, Fire Fighting Arrangements etc., from different departments/stakeholders.</p>
	<p><b>3. Page no. 10:</b></p> <p><i><b>Excluded Waste-</b> As per present practise of Municipality, they unload entire, all type of waste at Dumping site, what to do when municipality unloaded excluded waste with fresh waste at processing site.</i></p> <p><i>Please confirm.</i></p>	<p>No excluded waste, like Bio-Medical Waste, Construction &amp; Demolition Waste, E-Waste/Hazardous Waste will have to be considered by the concessionaire. She/he would concentrate upon only the Municipal Solid Waste, as per SWM Rules, 2016.</p>
	<p><b>4. Page no. 10:</b></p> <p><i><b>Financial Close-</b> For financial closure from financial institution/Lenders, it will require approved CAPEX/OPEX/Revenue Model and Land lease Agreement (LLA).</i></p> <p><i>Except LLA, Concessionaire can provide all the document, please conform the provision for LLA, as without LLA Financial closure is not possible from Financial Institution.</i></p>	<p>The Clause in Page no.: 210 ARTICLE 12 for FINANCIAL CLOSURE AND SUBSTITUTION AGREEMENT, has been Deleted from the RfP.</p>
	<p><b>5. Page no. 10:</b></p> <p><i><b>Financial Default:</b> Occurrences of breach under financial agreement can be possible from Concessioning Authority or from Concessionaire or from both the parties. In this case what is the how much default and cure time allotted by Concessioning Authority.</i></p>	<p>No Financial Closure and/or Financial Agreement will be executed with the Selected Bidder. Thus, the question of occurrence of breach under financial agreement shall never arise.</p>
	<p><b>6. Page no. 13:</b></p> <p><i><b>O&amp;M Charges:</b> O&amp;M Charges are basically Tipping fee payable by Authority to Concessionaire on monthly basis.</i></p> <p><i>Is tipping fee will vary on monthly or quarterly basis</i></p>	<p>Clause in RfP stands.</p>

Sl. No.	Description of Query	Response of KMDA
	<p>after COD. Please confirm,</p>	
	<p><b>7. Page no. 13:</b></p> <p><b>O&amp;M Expenses:</b> Operation and Maintenance expenses will be including rent of equipment+ manpower charges +Banker Charges+ cost of financial liabilities+ Oil-Lubricant +Taxes +Profit.</p> <p>Please confirm,</p>	<p>Clause in RfP stands.</p> <p>No extra/additional charge for operating and/or maintaining the plants, equipment and machineries, shall be provided to agency. Any addition, alteration, fixing of any kind of spare etc. for smooth functioning of plant, shall be borne by the concessionaire itself.</p>
	<p><b>8. Page no. 13:</b></p> <p><b>O&amp;M Period:</b> Tenure or O&amp;M is expiry of the contract or termination of the contract.</p> <p>Please confirm,</p>	<p>Clause in RfP stands.</p>
	<p><b>9. Page no. 13:</b></p> <p><b>O&amp;M Price Index:</b> Please explain this term as we are unable to understand. When it can be applicable in this contract.</p>	<p>Deleted.</p>
	<p><b>10. Page no. 14:</b></p> <p><b>Post COD Period:</b> Post COD period is starting from the COD and valid up-to expiry of the contract or termination of the contract.</p> <p>Please confirm</p>	<p>Clause in RfP stands.</p>
	<p><b>11. Page no. 16:</b></p> <p><b>Residual Inert Matter/Inert:</b> Is it applicable under this RfP that, the Concessionaire can construct a landfill as a Regional Landfill for disposal of Inert recovered from more than one Municipality.</p> <p>Or is it applicable to dispose the residual inert material outside the plant safely (if it is safe for disposal as per Environment parameter test.</p> <p>Please confirm</p>	<p>Disposal of inert, derived from both the legacy and fresh waste has been elaborated elsewhere in this document.</p>

Sl. No.	Description of Query	Response of KMDA
	<p><b>12. Page no. 16:</b></p> <p><i>Scheduled Construction Completion Date: Please confirm the construction period for fresh waste facility, is it 24 months from Execution date or 12 months from execution date.</i></p>	<p>.</p> <p>Please refer Page 45: Table 4, for construction completion date.</p>
	<p><b>13. Page no. 17:</b></p> <p><i>Solid Waste: As per this clause it is clear that, "fresh waste will unload by Municipality or its Waste Transporting Agency in mixed form with solid waste, semi solid waste, sanitary waste, streeting sweeping waste, drain silt, treated biomedical waste.</i></p> <p><i>Please confirm, as the above lines are true for this project, as we understand, treatment of such heterogeneous waste is practically difficult.</i></p> <p><i>Requesting for segregated waste to be transported at processing site. Waste in heterogeneous nature will difficult to process.</i></p> <p><i>Please confirm</i></p>	<p>Point in RfP stands.</p>
	<p><b>14. Page no. 17:</b></p> <p><i>Subordinated Debt: Please explain this cause, as we are unable to understand this.</i></p>	<p>Deleted.</p>
	<p><b>15. Page no. 35:</b></p> <p><i>For Bio-mining component, only one month for installation and trial run of common weight bridge and other machineries is not sufficient. Please allocated minimum 75 days for the installation, trial run for project.</i></p>	<p>Clause in RfP stands.</p>
	<p><b>16. Page no. 35:</b></p> <p><i>i. The legacy waste qty measured by Authority as on date or before to the bid due date is X (suppose). Award of the work will take 2 months. This means the legacy waste qty will increase, this will create a qty differences between tender allocated qty and actual qty at site.</i></p> <p><i>How this situation can be managed by Authority.</i></p> <p><i>ii. What to do for the fresh waste qty reach at site between tender award to up-to COD, is this count as fresh waste or legacy waste.</i></p> <p><i>Please confirm</i></p>	<p>The legacy waste quantities given in this document are inclusive of that excess amount of fresh waste, turned to legacy, during the period of processing of legacy.</p> <p>However, interim fresh waste processing shall have to be executed by the bidder, simultaneously.</p> <p>Bidder shall have to design the process in a way such that</p>

Sl. No.	Description of Query	Response of KMDA
		<p>maximum use of existing land can be done within its periphery.</p> <p>If there is land constraint for interim processing, then bidders shall have to arrange land for that processing.</p> <p>If any municipal land available, other than the land given in this RfP, if allowed to use, lease rent shall have to be borne by the concessionaire, as per Government norms.</p>
	<p><b>17. Page no. 35:</b></p> <p><i>The project construction period allotted by considering from the date of WO/Execution of Agreement, but without Land Lease Agreement, EC and CTE no Lender will be ready to fund for the project (no financial closure for the project).</i></p> <p><i>It is our suggestion to start counting the construction period after getting EC or Financial closure, which is earlier.</i></p> <p><i>Please confirm.</i></p>	<p>Land Lease Agreement will never be done with the concessionaire.</p> <p>The construction period will be counted right from the date of issuance of Work Order.</p>
	<p><b>18. Page no. 36:</b></p> <p><i>Please provide list of the legacy waste qty accumulated at site.</i></p> <p><i>We would like to draw your attention on Sr. Num 17 of queries, above.</i></p>	<p>Please refer elsewhere in this document.</p>
	<p><b>19. Page no. 36:</b></p> <p><i>The concession period for the project is for 15 years, then it's not advisable to design/install equipment's/machineries for 30 yrs. (Such concept will increase the CAPEX as well as OPEX. Such proposal will be refused by Banks/Financial Institutions)</i></p> <p><i>Please confirm.</i></p>	<p>All civil/structural design should be done based on latest BIS codes for a minimum design life of 50 years.</p> <p>Process design, drawing, detailed drawings of structures etc. are needed to done for 30 years. But the concessionaire is allowed to construct/establish the plants, except the Sanitary Landfill, based on modular approach, as given in the RfP and scale up as required for 15 years, within 5 years from</p>



Sl. No.	Description of Query	Response of KMDA
		<p>COD.</p> <p>However, bidder should construct all infrastructure, except the SLF, and install machineries of capacity of the base year waste.</p> <p>Construction of SLF should be done for the capacity of minimum of requirement of 30 years of design period.</p> <p>Capital grant shall be disbursed on pro-rata basis of capacity of the plant and infrastructure facility among different phases.</p> <p>Phasing of construction of plant and infrastructure shall not be more than 2 (two).</p> <p>(1<sup>st</sup> phase for current capacity, before COD and 2<sup>nd</sup> phase for projected capacity for 15 years, before completion of 5 years from COD)</p> <p>All structural setup should be well maintained and as good as new, while handing over to the Authority, after completion of the concession period.</p>
	<p><b>20. Page no. 36:</b></p> <p><i>The provision for disbursement of Capital Grant is basically a reimbursement, not upfront payment on submission of Guarantee to Authority. Is capital grant applicable for cost associated with Civil cost also? Please confirm.</i></p>	<p>Bid condition prevails.</p>
	<p><b>21. Page no. 36 (13):</b></p> <p><i>Please explain meaning in details.</i></p>	<p>The clause has the detailed elaborately in this RfP, need not to be explained again.</p>

Sl. No.	Description of Query	Response of KMDA
	<p><b>22. Page no. 36 (13):</b></p> <p><i>Daily minimum incoming waste qty must be assurance must be from (KMDA/Municipality); without daily incoming qty assurance. It is difficult to design, operate and make viable any project.</i></p> <p><i>Daily incoming waste qty assurance, incoming waste quality assurance (without dead animal, medical waste, industrial waste, drain silt, road sand) Its most important component for success of such project.</i></p> <p><i>Please confirm,</i></p>	<p>For assurance of daily incoming fresh waste, please refer elsewhere in this document.</p> <p>For asset creation a capital grant will be provided from this authority, as per RfP.</p> <p>After COD, the O&amp;M Fees (tipping fees, as approved), will be provided for processing of daily incoming fresh waste. However, a minimum of 45% of daily generated fresh waste, in base year only, will be assured.</p>
	<p><b>23. Page no. 38:</b></p> <p><i>Bidder will make their own observation for the project but it must be responsibility of tender inviting authority to ensure about the data given (site area, qty of legacy waste and qty/quality of daily incoming waste) this RfP for the projects are true/without deviation from site conditions, as actual.</i></p> <p><i>Such assurance will make project success.</i></p> <p><i>Please confirm,</i></p>	<p>Bidders are requested to visit the site prior submission of their bid(s), for quality/quantity of daily incoming fresh wastes, land available, nearby transformers etc., i.e., every possible aspect, that might be required for calculation of their competitive tipping fees.</p> <p>TIA will never be responsible for any deviation of data given in RfP, from actual site condition, in future.</p>
	<p><b>24. Page no. 39:</b></p> <p><i>10% of the Security Deposit/Performance Security may increase the tipping fee for the project, it can be 2%-5% of the RA bill.</i></p> <p><i>Please confirm,</i></p>	<p>Clause in RfP stands.</p>
	<p><b>25. Page no. 40:</b></p> <p><i>Applicability of O&amp;M security (in addition to Security Deposit) will lead higher tipping fee. Its can be delete or may 1% of the bid project cost.</i></p> <p><i>Please confirm,</i></p>	<p>Please refer revised clause in this document.</p>

Sl. No.	Description of Query	Response of KMDA
	<p><b>26. General:</b></p> <p><i>Assurance of daily minimum qty must be in scope of Authority. (Commitment from the Authority is required for Min daily incoming waste Qty and quality of delivered waste).</i></p> <p><i>Assurance of quality and quantity is much helpful while designing the project system.</i></p> <p><i>Please confirm</i></p>	<p>Please refer elsewhere in this RfP.</p>
	<p><b>27. General:</b></p> <p><i>Delay in EC and Clearance/approval from Govt and Authority will not be counted as Event of default of the Concessionaire.</i></p> <p><i>Please confirm.</i></p>	<p>Bid condition prevails.</p> <p>However, KMDA will assist the concessionaire to obtain it. Moreover, it is only the responsibility of the bidder to obtain it from respective Department.</p>
	<p><b>28. General:</b></p> <p><i>Approach road, overhead wire, RoW to the site, Electricity up-to plant gate, Right to Construct, handover of the land must be responsibility of Authority.</i></p> <p><i>Please confirm</i></p>	<p>Responsibility of the authority:</p> <ol style="list-style-type: none"> <li>(1) Approach Road up to the gate of boundary wall and</li> <li>(2) Permissive possession of the land.</li> </ol> <p>Responsibility of the concessionaire:</p> <ol style="list-style-type: none"> <li>(1) Construction of all plants, equipment and machineries,</li> <li>(2) Construction of boundary wall, as required, for an area lesser of the area available or as per process design,</li> <li>(3) Shifting of overhead wire/cable payable to electric supply authority,</li> <li>(4) Charges for bringing necessary power line from the nearest eligible supply point, payable to electric supply authority,</li> <li>(5) Service charges payable to electric supply authority,</li> <li>(6) Security Deposit payable to electric supply authority,</li> <li>(7) All service charges, security deposits, charges for shifting of utilities etc., i.e., every</li> </ol>

Sl. No.	Description of Query	Response of KMDA
		possible charge for bringing the water supply connection to the site, (8) All necessary assessments, permissions/consents for setting up the processing units, i.e., EIA, EC, CTE (NOC), CTO, clearance from fire department and other clearances/ authorization required from various departments.
	<b>29. General:</b> <i>It has seen that; dumpsites are full of ragpickers; they are financially weak section of society; it will be responsibility of Authority OR authorize the Concessionaire to give/may give access to enter in site with proper ID card and permission for waste picking. Please confirm</i>	Permitted, but only after getting necessary approval and concurrence from the authority.
	<b>30. General:</b> <i>Payment authority for legacy waste processing and payment authority for fresh waste. Please confirm</i>	As per Table 2B in Page 41 and 42 of this RfP, the implementing authority will be the payment authority.
	<b>31. General:</b> <i>Fresh waste processing is a long-term project, without continuous fund allocation/fund reserve these projects cannot sustain. In this case it is suggested to make payment via three-month reserve fund concept via Escrow. Please confirm</i>	Clause in RfP stands.

Sl. No.	Description of Query	Response of KMDA
(VI)	1. Please provide exact quantities of Legacy Waste dumped at each site under 17 Municipalities/ULB.	Given elsewhere in this RfP.
	2. It is written in the RFP that the concessionaire will never be provided a minimum waste assurance incoming at the dumpsite. For the feasibility of each project, Waste assurance from the authority is very important. (page 36, pt-14)	Please refer elsewhere in this document.
	3. It is not possible to construct SLF at all facilities. This should not be the scope of every tender.	Clause in RfP stands.
	4. Car parking shed should be out of scope.	Clause in RfP stands.
	5. IT return certificate of last 3 Financial years as required by the RFP, kindly include 2019-20 FY as	Copy of IT return certificates and audited balanced sheets (profit

<b>Sl. No.</b>	<b>Description of Query</b>	<b>Response of KMDA</b>
	<i>well for the same and consider as any three years. (Page 93, Pt. 5)</i>	and loss statements) for the last 5 years, i.e., for FYs 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22, are needed to be submitted while submission of bid.
	<i>6. We will be needing assistance in Electricity and Water connection or arrangements for sites.</i>	Assistance for bringing electricity, water supply will be extended in the concessionaire in every possible way, as per requirement.
	<i>7. As per page no 248, point no 17.9.d. -  As per RFP you are going to deduct if the output fraction has a moisture of more than 20%. That difference amount will be deducted from the weight of that fraction. Minutely following this is not possible while working on ground. What can be done is that no material will be disposed of as output fraction till its moisture comes down to 20%. No need to check moisture while working in Output fraction unlike Fresh waste weighing where moisture will be checked at first and then to be weighed.</i>	Clause in RfP stands.
	<i>8. The capital grant given in the RFP is as per the current quantity of Waste. As the projected Fresh MSW is more, the capital grant has to be more as well.</i>	Clause in RfP stands.

<b>Sl. No.</b>	<b>Description of Query</b>	<b>Response of KMDA</b>
<b>(VII)</b>	<i>1. Please understand the importance of having accurate information regarding SLF Ground distance for each municipality mentioned in the tender to prepare a competitive bid. However, as per our discussion and the protocol outlined in the tender, the specific details regarding the dumping area for SLF will be disclosed one month after the Letter of Intent (LOI) is issued but intimation for the same is required prior to the preparation of the BID to quote price effective.</i>	Explained in detail in this document.

Sl. No.	Description of Query	Response of KMDA
	<p><i>This timeline has been established to ensure fairness and transparency in the bidding process, as all potential bidders will have access to the same information simultaneously.</i></p> <p><i>I understand that tipping fees are directly related to the distance of the dumping ground from the SLF. To help us with our preparations, I recommend factoring in a reasonable range of distances when estimating the tipping fees. This will ensure that our bid remains competitive regardless of the specific location of the dumping area.</i></p>	
	<p><i>2. It's requested to share the legacy waste data (municipality wise) in corrigendum please.</i></p>	<p>Has been provided elsewhere in this RfP.</p>

**BIJAY KRISHNA PAL**  
**Superintending Engineer (Civil)**  
 North Circle  
 Sewerage, Drainage and Solid Waste Management Sector  
**Kolkata Metropolitan Development Authority**

## **ADDENDUM**

## **ADDENDUM CLAUSES:**

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### **Addendum 1:**

➤ **Page no. 19: DEFINITIONS**

158. **“Segregated Combustible Fraction (SCF)/Refused Derived Fuel (RDF)”** means non-biodegradable, non-recyclable, non-reusable, nonhazardous solid waste having minimum calorific value (CV) exceeding 1,500 kcal/kg and excluding chlorinated materials like Polyvinyl Chloride (PVC) plastic, woody waste etc.
159. **“Inert”** means wastes which are not bio-degradable, recyclable, or combustible and include debris, construction and demolition waste, street sweepings or dust and silt removed from the surface drain.
160. **“Good Earth”** means mixture of organic matter and fine soil.
- 

### **Addendum 2:**

➤ **Page no. 37: DETAILED NOTICE INVITING e-REQUEST FOR PROPOSAL**

**1. INVITATION:**

**Note:**

- (21) Any history of litigation or arbitration awards or 70% or more Liquidated Damage imposed against the applicant or any member of the SPV/JV, in any dumpsite under KMDA/SUDA, will be disqualified.
- (22) Even though the bidders meet the minimum eligibility criteria, they are subject to be disqualified if they have: -
- a. made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement;
  - b. record of poor performance such as abandoning the works or services, not properly completed or financial failures etc.;
  - c. any history of litigation or arbitration awards or 70% or more Liquidated Damage imposed against the applicant or any member of the SPV/JV, in any dumpsite under KMDA/SUDA, against the bidder or any member of the joint venture.
- 

### **Addendum 3:**

➤ **Page no. 94:**

**4. CRITERIA FOR EVALUATION**  
**4.1. Minimum Eligibility Criteria**

**(c) and (d): Same as Addendum 2:**

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**Addendum 4:**

- **Page no. 38; Clause 1.1.4: Site Visit and Verification of Information**

**Bidders may kindly add the following lines with the paragraph below:**

The cost of visiting the locations of required services and their surroundings shall be at the Bidder's own expense. Bidder must take an official permission to visit the site and follow applicable safety measures, while moving around the site.

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**Addendum 5:**

- **Page no. 212: ARTICLE 13A: PROJECT ENGINEER**

**13A.6. Authorised Signatories**

The Authority shall require the Project Engineer/Independent Engineer to designate and notify to the Authority and the Concessionaire up to 2 persons employed in its firm to sign for and on behalf of the Project Engineer/Independent Engineer, and any communication or document required to be signed by the Project Engineer/Independent Engineer shall be valid and effective only if signed by any of the designated persons, provided that the Project Engineer/Independent Engineer may, by notice in writing, substitute any of the designated person by any of its employees.

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**Addendum 6:**

**Page no. 239: ARTICLE 15: OPERATIONS AND MAINTENANCE PERIOD**

**15.11. Segregation of Mixed Waste:**

- (i) The Concessionaire shall be responsible for segregation of the Mixed Waste up to the Maximum Permissible Mixed Waste Quantity (should not be less than 50% of total waste quantity) in accordance with the Waste Acceptance and Rejection Plan (to be prepared and submitted by the concessionaire at least 60 (sixty) days prior to scheduled COD, and get vetted from the Authority).
- (ii) Any Biodegradable Waste that is segregated from the mixed waste will be processed at the facility created/established for processing of thus, at site, and if such waste is acceptable waste and any Recyclable Materials recovered from the segregation of the Mixed Waste may be sold by the Concessionaire.
- (iii) Any residual waste (including any non-biodegradable waste) left after segregation of the Mixed Waste, and that cannot be processed at the processing facilities or sold as Recyclable Materials, shall be delivered by the Concessionaire at the Delivery Point for disposal.

## **15.12. Sale of CBG Output, By-Products and Recyclable Materials**

### **(a) Sale of CBG Output**

- (i) The Concessionaire shall be free to store, use, appropriate, market and sell the CBG Output.
- (ii) Concessionaire may sell the CBG Output, at such price and to such Person as it deems fit, and the proceeds of such sale shall be to the account of the Concessionaire.
- (iii) The Concessionaire shall enter into an Offtake Agreement with any Off-taker of the CBG Output and the CBG shall be delivered at the delivery point agreed between the Concessionaire and the Off-taker.
- (iv) The Concessionaire shall be responsible for the transportation and delivery of the CBG to any Off-taker at its own cost, including for the cost of laying pipelines for the transportation of CBG and/or for the cost of arranging cylinders and cascades for transportation of CBG.
- (v) The Concessionaire shall ensure that any cylinder cascades, trucks, pipelines or other appropriate vehicles and / or infrastructure for the transport of the CBG Output, are deployed and maintained in good working condition and designed, operated and maintained in a manner which poses no risk of harm or damage to the environment, life or property in the course of transportation to the relevant delivery location.
- (vi) The Concessionaire shall maintain records and submit reports to the Concessionaire of the quantum of the CBG Output sold and delivered on a [weekly] basis. The Independent Engineer shall have the right to, at any time during the O&M Period, inspect the records maintained by the Concessionaire in order to verify the quantum of CBG sold and delivered to the Off-takers.

### **(b) Sale of Recyclable Materials and By-Products**

- (i) The Concessionaire shall, as a part of the Associated Infrastructure, create an area of storage at the Site for the By-Products and any material that is recyclable (Recyclable Material).
- (ii) The By-Products and the Recyclable Material shall be handled safely and stored by the Concessionaire in accordance with the EMP, OHS Plan, Applicable Laws, the Performance Standards and Applicable Permits.
- (iii) The Concessionaire shall maintain records and submit reports to the Authority of the quantum of By-Products generated from the Project Facilities and the Recyclable Material recovered on a [weekly] basis. The Independent Engineer shall have the right to, at any time during the O&M Period, inspect the records maintained by the Concessionaire in order to verify the quantum of By-Products generated and Recyclable Material recovered.
- (iv) The ownership of the By-Products and the Recyclable Material will vest in the Concessionaire.

- (v) The Concessionaire shall be free to sell or otherwise dispose of the By-Product and /or the Recyclable Material, at such price and to such person as it deems fit, and the proceeds of such sale shall be to the account of the Concessionaire.
- (vi) The Concessionaire shall arrange for transportation of the By-Products and the Recyclable Material from the Site, at its own cost.

#### **Addendum 7:**

##### **➤ Page no. 307: Clause 3: Sanitary Landfill**

- 3.4. Bidder has to dispose off the inert materials at Sanitary Landfill (SLF) site constructed by the bidder itself, within the land as provided. If land in constraint for construction of SLF at the given site, and the bidder couldn't construct the SLF within the area as earmarked and demarcated in this RfP, the cost of thus will be deducted from the Capital Expenditure/Capital Grant, as provided to the agency, i.e., @6% of the Capital Grant, as mentioned in Table 5 and Article 17 of this RfP.

In the case, where land is not available for construction of SLF, inert materials, derived from the Fresh waste, that is not more than 10% of the total generation of waste, to be disposed off at the available regional/cluster SLF situated within 25 KM radius, by the bidder.

#### **13A.6. Authorised Signatories**

The Authority shall require the Project Engineer/Independent Engineer to designate and notify to the Authority and the Concessionaire up to 2 persons employed in its firm to sign for and on behalf of the Project Engineer/Independent Engineer, and any communication or document required to be signed by the Project Engineer/Independent Engineer shall be valid and effective only if signed by any of the designated persons, provided that the Project Engineer/Independent Engineer may, by notice in writing, substitute any of the designated person by any of its employees.

**Addendum 8:****Page no. 264: ARTICLE 19: KEY PERFORMANCE INDICATORS****Point 19.9. (c)**

<b>Sl. No.</b>	<b>Description of Non-Compliance / Function</b>	<b>Penalty Amount</b>
23	Weighment of input waste for legacy and output waste for fresh waste	5% of tipping fees for both legacy and fresh waste, will be deducted straightway.
24	Fire incidents	₹20,000/- per additional incidence per day every year  Exclusion: 2 incidents of fire per 1 lakh MT (1 incident of fire for below 1 lakh MT) at dumpsite of residual/legacy waste will be exempted from penalty.
25	Penalty for service providers not meeting the targets provided in RfP	₹100/- for every Ton of SCF/RDF, ₹100/- for every Ton of Inert/C&D Materials, ₹100/- for every Ton of Good Earth
26	Non-availability of equipment	No penalty if all equipment in working condition for 95% of operational days in a month/quarter/year.  If any equipment is not in working condition, a Penalty of ₹5,000/- per day to be applied on all days beyond the buffer of 5% in a month/quarter/year.  Excluding incidents of: <ul style="list-style-type: none"><li>• Rainy days,</li><li>• Other externalities include social aspects.</li><li>• Factors not under the control of the operator. For example, inability of the ULBs to dispose the waste where ULB is responsible for disposal of waste/by-products.</li></ul>

**Addendum 9:**

**APPENDIX- I**

**Form- 21**

**LIST OF CONTRACTOR'S MACHINERIES, PLANT & EQUIPMENT**  
(On Applicant's Letterhead)

Whereas it is entirely the responsibility of the concessionaire/contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the contract, the concessionaire/contractor should fill up the following form which she/he have must own.

<b>Sl. No.</b>	<b>List of Equipment</b>	<b>Numbers have</b>
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)	<b>Laboratory Instruments:</b>	
	(a)	
	(b)	
	(c)	
	(d)	
	(e)	

Date:

**Signature of bidder (with seal, if any)**

**APPENDIX- I**

**Form- 22**  
**Declaration against Common Interest**  
(On Applicant's Letterhead)

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of  
\_\_\_\_\_ do hereby affirm that I/We/any of the member of  
\_\_\_\_\_ bidding against RfP  
No. \_\_\_\_\_, Sl. No. \_\_\_\_\_ do not have any common interest  
either as a partner on any Partnership Firm as a Proprietor/Owner of any other firm in the same  
serial for the work I/We want to participate.

Date:

**Signature of bidder (with seal, if any)**

APPENDIX- I

Form- 23  
Undertaking stating the bidder is not Blacklisted or Bankrupted  
(On Applicant's Letterhead)

Date: <insert date>  
Place: <insert place>

To,  
The Superintending Engineer (Civil),  
North Circle,  
Sewerage, Drainage and Solid Waste Management Sector,  
Kolkata Metropolitan Development Authority,  
Unnayan Bhavan,  
Salt Lake City, Kolkata – 700 091

Subject: Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted or debarred and terminated for unsatisfactory performance with any of the Government agencies

Dear Sir,

As required under the RfP of Kolkata Metropolitan Development Authority, titled: Request for Proposal (RfP) for **“Selection of Concessionaire for biomining of legacy waste with reclamation of land of dumpsite(s) utilising scientific method and parallel establishment of Permanent Integrated Municipal Solid Waste Processing Plant(s), along with its operation and complete maintenance for a period of 15 (fifteen) years from the Commercial Operation Date (COD), strictly complying the Solid Waste Management Rules, 2016, at different dumpsites in the state of West Bengal on Design, Build, Operate and Transfer (DBOT) basis”**, and Tender Reference Number: <insert number>, we would like to make the following disclosure:

We are not being under ineligibility for corrupt or fraudulent practices.

We were not blacklisted nor were any of the contract/services terminated with/by any of the Central/State Government Ministries/Affiliates or UT Government/PSU Organizations for projects in India or elsewhere during the last 5 years.

We have not been declared insolvent/ bankrupt or have not filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority in any country.

We have not been debarred or terminated for any unsatisfactory performance.

Yours truly,

<Signature>

<Insert Name><Insert Designation>

**APPENDIX- I**

**Form- 24  
SELF DECLARATION**

(On Applicant's Letterhead)

1. I, the under-signed do certify that all the statements made in the attached/uploaded documents are true and correct. In case of any information submitted proved to be false or concealed, the bid may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither me/our firm M/S \_\_\_\_\_ nor any of constituent partner had been blacklisted/debarred/suspended/restrained to participate in tender by any authority of State/Central Government, State/Central Government Undertaking/Statutory Bodies constituted under the statute of the Central/State Government during the last 5 (five) years prior to the date of this RfP.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. During scrutiny, if it comes to the notice to tender inviting authority that the credential or any other papers are found incorrect/manufactured/fabricated, that I/we will not be allowed to participate in the tender and that bid will be out rightly rejected without any prejudice with Forfeiture of Earnest Money forthwith.

Date:

**Signature of bidder (with seal, if any)**



**APPENDIX- I**

**Form- 25**

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING OF TENDERER OR  
ABANDONMENT OF WORK BY TENDERER  
(On Applicant's Letterhead)**

1. a) Is the Applicant currently involved in any litigation relating to the contract works. : YES / NO
- b) If yes, give details with reasons :
2. a) Has the Applicant or any of its constituent partners been debarred / expelled by any Agency in India, during the last 5 (five) years. : YES / NO
- b) If yes, give details with reasons :
3. a) Has the Applicant or any of its constituent abandoned / suspended any contract during the last 5 (five) years. : YES / NO
- b) If yes, give details with reasons :

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Note: If any information in this Schedule is found to be incorrect or concealed, pre-qualification application will be summarily rejected.

Date:

**Signature of bidder (with seal, if any)**

**APPENDIX- I**

**Form- 26**

**FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR FOR NET WORTH AND AVERAGE ANNUAL TURNOVER AND COMPLIANCE WITH OTHER FINANCIAL QUALIFICATION CRITERIA**

(On the letter head of the statutory auditor of the Bidder/each Member of the Consortium/Associate  
(as applicable))

Based on the books of accounts of [insert name of the Bidder/Member/Associate] (Bidder/Member) and other published information authenticated by it, this is to certify that:

- (a) As on [insert date], the Bidder's/Member's/Associate's Net Worth is INR [□] (Rupees in words).

The Net Worth of INR [□] (Rupees in words) has been calculated in accordance with the computation set out below which is in accordance with the terms set out in the Request for Proposal (RFP) issued by the Authority on [□].

**Net worth**

= (paid up share capital)  
Add: (reserves)  
Add: (others, please specify)  
Subtract: (revaluation reserves)  
Subtract: (intangible assets)  
Subtract: (miscellaneous expenditures to the extent not written off and carry forward losses)  
Subtract: ((others, please specify))

*\* Please note that the items in brackets should correspond to items as per the annual report so that it can be verified exactly how the net worth has been computed.*

- (b) As on [insert date], the average of the Bidder's/Member's/Associate's Annual Turnover over the best [3 (three)], from last [5 (five)] Accounting Years immediately preceding the Bid Due Date is INR [□] (Rupees in words).

The Average Annual Turnover of INR [□] (Rupees in words) has been calculated in accordance with the terms set out in the Request for Proposal (RfP) issued by the Authority on [□].

- (c) The Bidder/Member is not affected by and has not been affected by any of the following events, conditions or circumstances in the [5 (five)] Accounting Years immediately preceding the Bid Due Date:
- (i) having been categorized as a willful defaulter in accordance with the laws of the country of its incorporation;

- (ii) having been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016;
- (iii) having entered into any compromise with its creditors, or been subject to proceedings for being wound up, or having its affairs administered or conducted by any court, administrator, receiver; or
- (iv) having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended.

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

**ARTICLE 31**  
**PENALTY FOR SUPPRESSION / DISTORTION OF FACTS**

- 31.1. During scrutiny in any stage of the tender process, if it comes to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that Bid will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.
- 31.2. The bidder may be debarred/suspended/restrained from participating any tender of Kolkata Metropolitan Development Authority (KMDA) at any stage on the following grounds:

**A. GROUNDS FOR SUSPENSION/DEBARMENT/RESTRICTION**

- i) Submission of eligibility requirements containing false information or falsified documents.
- ii) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- iii) Unauthorized use of one's name/digital signature certificate for purpose of bidding process.
- iv) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- v) Refusal or failure to post a self-declaration to the effect of any previous debarment/suspension/restriction imposed by any authority of State/Central Government, State/Central Government Undertaking/Statutory Bodies constituted under the statute of the Central/State Government.
- vi) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any bidder, lodging false complain about any officer duly authorized by the department, restraining any interested bidder to participate in the bidding process, etc.
- vii) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- viii) Whenever adverse reports related to adverse performance, misbehavior, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one officer or at more than one occasion from individual officer.
- ix) Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- x) Failure in deployment of technical personnel, engineers and / or work supervisor having requisite license/ supervisor certificate of competency as specified in the Contract.

- xi) Refusal to accept an award after issuance of “letter of acceptance” or enter into contract with the authority without justifiable cause.
- xii) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the “Letter of Acceptance”, “Letter of Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract”, etc.
- xiii) Failure by the contractor to fully and faithfully comply with its contractual, obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.
- xiv) For the procurement of consultancy service/ contracts, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance.
  - a) Non deployment of competent technical personnel, competent engineers and / or work supervisors;
  - b) Non deployment of committed equipment, facilities, support staff and manpower; and
  - c) Defective design resulting in substantial corrective works in design and/or construction;
  - d) Failure to deliver critical outputs due to consultant’s fault or negligence; and
  - e) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost.
  - f) Allowing defective workmanship or works by the contractor being supervised by the consultant.
- xv) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.
- xvi) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

**B. CATEGORY OF OFFENSE**

- i) First degree of offense: - Sl. No. 31.2.A. (i) to 31.2.A (xvi) to be considered as first degree of offense.
- ii) Second degree of offence: - Any one of the offences as mentioned under 31.2.B (i) above, committed by a particular bidder/contractor/supplier by more than one occasions, be considered as second degree of offense.

In addition to the penalty of suspension / debarment/restriction, the bid security / earnest money posted by the concerned bidder or prospective bidder shall also be forfeited.

(The same must be invariably part of the process of evaluation of bids.)

**C. PENALTY FOR OFFENSE**

**i) For committing 1<sup>st</sup> Degree of offense: -**

Disqualifying a bidder from participating in any tender process under Kolkata Metropolitan Development Authority up to 2(two) years.

**ii) For committing 2<sup>nd</sup> Degree of offense: -**

Disqualifying a bidder from participating in any tender process under Kolkata Metropolitan Development Authority for a period of 3(three) years.

**ARTICLE 32**  
**MONITORING OF CONSTRUCTION**

**32.1. Monthly Progress Reports**

During the Construction Period, the Concessionaire shall, submit monthly reports to the Independent Engineer (with a copy to the Authority), no later than [7 (seven)] days after the end of each month, which should set out the following:

- (a) extent of progress of construction activities performed by the Concessionaire for the Project Facilities;
- (b) comparison of actual progress against the planned progress of construction works, reasons for delay, if any and steps taken by the Concessionaire to mitigate the delay;
- (c) details of any accident or hazardous incident at the Site and the steps taken by the Concessionaire to mitigate the consequences of such accident or hazardous incident; and
- (d) status of rectification of defects and/or deficiencies discovered by the Independent Engineer or the Authority.

The Concessionaire shall promptly give such other relevant information as may be required by the Independent Engineer.

**32.2. Inspection**

During the Construction Period, the Independent Engineer shall inspect the construction of the Project Facilities at least once a month and make a report of such inspection (the Inspection Report) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of Work and Technical Specifications. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within [7 (seven)] days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of the Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

**32.3. Tests**

- (a) For determining that the construction works conform to the Technical Specifications, the Independent Engineer may require the Concessionaire to carry out, or cause to be carried out, tests, in accordance with Good Industry Practice, for quality assurance. The costs incurred on the tests shall be borne solely by the Concessionaire.
- (b) If the results of any tests conducted under this Clause 32.3 establish any defects or deficiencies in the construction works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this regard. The Independent Engineer shall have the right to verify such reports and if required, request the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the construction works into compliance with the

Technical Specifications, and the procedure set forth in this Clause 15.3 shall be repeated until such construction works conform to the Technical Specifications.

**32.4. Suspension of Unsafe Construction Works:**

- (a) Upon recommendation of the Independent Engineer to this effect, the Authority may, by notice, require the Concessionaire to suspend forthwith the whole or any part of the construction work if, in the reasonable opinion of the Authority, such work is unsafe and a potential safety hazard.
- (b) The Concessionaire shall, pursuant to a notice under this Clause 32.4, suspend all or part of the construction works for such time and in such manner as may be specified by the Authority and carry out remedial measure to secure the safety of the suspended works. The Concessionaire may by notice, require the Independent Engineer to inspect such remedial measures adopted and submit a report to the Authority recommending whether such suspension may be revoked. Upon receiving the recommendations of the Independent Engineer, the Authority shall either revoke such suspension or instruct the Concessionaire to carry out further remedial measures that are necessary, in the reasonable opinion of the Authority, and the procedure set forth in this Clause 32.4 shall be repeated until the suspension is revoked.

**32.5. Video Recording**

During the Construction Period, the Concessionaire shall provide to the Authority for every quarter, a video recording, which will be compiled into a [3 (three)] hour USB drive, covering the status and progress of construction works in that quarter. The first such video recording shall be provided to the Authority within [7 (seven)] days of the Appointed Date and thereafter, no later than [ 15 (fifteen)] days after the close of each quarter.



Copy forwarded for kind information to:

1. The Chief Executive Officer, KMDA
2. The Secretary, KMDA, Senior Special Secretary, UD&MA Department, Government of West Bengal and Program Director, WBSPMG (NG, IAS)
3. The Director, SUDA and State Mission Director, SBM (U)
4. The Additional Director, SUDA, Special Mission Director- I, AMRUT/AMRUT 2.0 and Additional Secretary, UD & MA Department, Government of West Bengal
5. The Director General (SD&SWM), KMDA
6. The Chief Engineer, SD&SWM Sector, KMDA
7. The Addl. Chief Engineer- I, SD&SWM Sector, KMDA
8. The Superintending Engineer, Planning Circle, SD&SWM Sector, KMDA
9. The Superintending Engineer, South Circle, SD&SWM Sector, KMDA
10. The Superintending Engineer, Programme Circle, SD&SWM Sector, KMDA
11. The Notice Board, North Circle, SD&SWM Sector, KMDA.

**Superintending Engineer (Civil)**

North Circle

Sewerage, Drainage and Solid Waste Management Sector  
**Kolkata Metropolitan Development Authority**