

## VIJAYAWADA MUNICIPAL CORPORATION

**Name of the work:** Remediation of existing MSW dumpsite at Ajith Singh Nagar through Bio-Mining Process in Vijayawada Municipal Corporation.  
(Rc.CE-132462/2017)

S.No	Query Raised by M/s Zigma Global Environ Solutions Pvt. Ltd., Erode.	Reply
1	As per Request for Proposal document, on various instances, the total quantity of waste present in the dump yard is estimated to be 2.5 lakh tons. We request you to kindly clarify on whether the VMC will extend the contract if the actual quantity increases from the estimated quantity. Also, kindly clarify on the situation if the actual quantity is found lower than the estimated quantity.	In case of higher quantity than the estimated, the extension of time will be sanctioned as per the request of the successful bidder.
2	The Clause 3: Eligible Bidders, Sub Clause 3.6, on Page 16, mentions that Firms from all countries are eligible to apply, but the clause further mentions the word 'deleted'. Kindly clarify on whether the firms from all countries are eligible to apply. Since, Bio-mining is relatively new technology that has been adopted in the Indian context, we request you to kindly consider addition of firms from all countries to the RFP.	Agreed, for addition of other firms from all countries or may be a Indian firm in collaboration with foreign countries.
3	Clause F: Award of Contract, Sub clause 40: Additional Performance Security on Page 26, clearly mentions that within 10 days from the receipt of Letter of Award from VMC, the Contractor has to furnish an Additional Performance Security. Kindly clarify on what is the amount pertaining to the Additional Performance Security as the same is not mentioned anywhere else in the RFP Document.	Additional performance security in the shape of DD for an amount of Rs.50,000/- is to be submitted.
4	Section II- Bid Data Sheet (BDS) A. General Sub Clause ITB 3.1 on Page 28, clearly mentions that Maximum number of members in the JV shall be 2 (two). Since the Bio-mining technology is relatively new in India and usually the contract has three essential components namely (a) Finance (b) Technology and (c) Disposal, it would be ideal if you can allow a maximum of 3 members in the JV thus allowing more participants for the RFP and efficient Project Execution.	The minimum members for JV are 2 and allowed to maximum of 4.
5	Clause 1.1 Stage I: Pre-Qualification, Sub Clause 1.1.5 on Page 31, clearly asks for Self- Attested copy of prevailing GOI Tax Condition from the Prospective Bidders. Kindly clarify on what do you mean by the GOI Tax Condition enabling us to attach the relevant document without any errors.	As per the newly implemented system of GST, rules to be followed.

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6	<p>Clause 1.1 Stage I: Pre-Qualifications, Sub Clause 1.1.18 on Page 31, clearly states that the International Experience of the Bidders will be counted only if the Company registered in India has rendered services abroad for the purpose of evaluation of Bids. We hereby bring to your kind notice that Bio-remediation of Bio-mining is a technology which is only till recently adopted in India and hence not very many tenders have been called for and only handful number of projects have been completed. Although the waste characteristics outside India might vary while carrying out Bio-mining activity, the technology remains to be the same. Hence, we request you to kindly consider the International experience of Foreign Bidders even if they have not carried out any projects in India. Alternatively, we request you to kindly consider the International experience of Foreign Bidders if atleast one of the Bidder in the JV has Indian experience.</p>	<p>Allowed, when the firm has collbiration with foreign country companies who are well acquainted with the technology.</p>
7	<p>Clause 1.3: Stage III: Financial Evaluation on Page 33, clearly stated that the land will be allotted by VMC for the remediation process on lease basis after discussion with successful Bidder. Also, it further states that the rate quoted in the Financial Bid shall be inclusive of the conveyance from the dumping site to the location shown by the VMC authorities which is around 10 kilometers. We request you to kindly clarify (a) if the land for setting up of the plant has been clearly identified (b) whether such a land has natural ground level as the plant requires civil foundations which, without the natural ground level would not be possible (c) the minimum extent of land, as a minimum land of four acres is required. Also, clarify if the Successful Bidder can set up the plant and machinery within the dump site by clearing the waste, as transfer of the dump for processing everytime would mean unnecessary material handling charges.</p>	<p>The Bio-Mining is to be done in the same site and available land to be utilized for establishment of plant.</p>
8	<p>Clause 1. Scope of Work- General Sub Clause 1.1 Sorting &amp; Segregation (g) on Page 59 clearly states that any domestic hazardous waste, biomedical waste and C&amp;D waste found in the dump will be take care by VMC. Kindly clarify on where the same needs to be dumped inside the dump yard. We would request VMC to provide a designated site inside the dump yard for the Contractor to the dump the same, which can later be transferred by the VMC for responsible disposal</p>	<p>The bidder should take care for dumping the Bio-hazardous and Bio-Medical waste in the same site.</p>

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9	<p>Clause 1. Scope of Work- General Sub Clause 1.2 Recovery of Compost (a) on Page 59 clearly mentions that the Concessionaire should target to separate the compost from the bio degradable component of the solid waste at the dump site. We would like to bring to your kind notice that segregation of bio-degradable component from the said waste is a herculean task and is simply not worth the effort as the Compost thus derived cannot match the FCO standards for NPK content. Hence, we request the VMC to allow the Contractor for deciding the best and most suitable way for disposal of all the aggregates without restricting the methodology provided it is within the ambit of SWM Rules 2016</p>	<p>Agreed, to segregate at the comfort of the firm with in the rules frame.</p>
10	<p>10. Clause 1. Scope of Work- General Sub Clause 1.2.1 Site Development &amp; Facilities (c ) on Page 60, clearly mentions that the Successful Bidder has to provide fencing for the facility. Since the project is for a short duration of less than two years, capital investment on fencing, cost for setting up and dismantling the same, would be huge. Also, once the land is reclaimed this fencing does not serve any purpose. Hence, we request VMC to kindly delete the clause of fencing in order to reduce the overall cost of the project.</p>	<p>Fencing to be done for the security of the material which are under Bio-Mining process and not required for the entire site.</p>
11	<p>Clause 1. Scope of Work- General Sub Clause 1.2.1 Site Development &amp; Facilities (d) on Page 60, clearly requires the Successful Bidder to set up a Weigh Bridge Facility inside the facility. We understand that there is already a weigh bridge facility inside the campus. Since the project is for short duration, setting up of a weigh bridge and dismantling the same would un necessarily call for huge costs. We request VMC to provide us access to the existing weigh bridge against a nominal rent if required.</p>	<p>Existing weigh bridge can be utilized by the successful bidder.</p>
12	<p>Clause 1. Scope of Work- General Sub Clause 1.2.1 Site Development &amp; Facilities (g) on Page 60, requires the Concessionaire to setup a landfill facility in accordance with SWM Rules 2016. We request you to kindly clarify if this clause is mandatory. We bring to your kind notice that setting up of a Sanitary Landfill comes up with following queries like (a) Who will provide the land for the Sanitary Landfill (b) The sanitary landfill requires a leachate and gas management system to be implemented as per the laws (c) the land covered under the sanitary landfill cannot be reclaimed (d) Sanitary landfill requires a supervision and management protocol for atleast 15 years after the closure. Hence, we request you to kindly remove the clause and consider construction of sanitary landfill an option for the Concessionaire</p>	<p>The issue for disposal of sanitary items will arise after segregation of the waste and the successful bidder will be instructed to dump the same where ever the land is shown.</p>

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13	Clause 4.4: Sub Contractors on Page 92, is contradictory. The first sentence of the clause clearly states the Contractor will not be allowed to Sub Contract the Works however the second sentence allows the Contractor to sub contract the works. Kindly clarify.	The Successful bidder will not be allowed to give sub contract but work can be carriedout by any sub contractor in the name of Successful bidder.
14	Clauses 4.17, 4.18, 4.19 and 4.20 on Page 97, clearly requires the Contractor to obtain all requisite permissions, consents and approvals from statutory bodies like Power Corporations and Pollutions Control Boards. However, we bring to your kind notice that since the land is owned by VMC, every Statutory body would require either permission or No Objection Certificates from VMC while applying for such licenses. Hence, we request you to kindly confirm if such NOC's or consents can be made available to the Contractor when asked for, at the earliest time possible.	If, any permissions are required for seeking of NOC from any department lies with the successful bidder.
15	Clause 6.5: Working Hours on Page 101, clearly states the plant being stopped on holidays and such other local days of rest. We bring to your kind notice that since Solid Waste Management is covered under Essential Services Maintenance Act (ESMA) the contractors could be provided permissions for the same. Hence, we request you not to restrict Working Days for the operation. Further, the plant cannot work during Monsoons, hence restricting time of work also poses a great challenge to the Contractor who would like to work on multiple shifts during Summer and Winter which the RFP document restricts. We hence request the VMC not to restrict the Working Hours to the Contractor for the Work.	No restriction of working hours. The successful bidder should completed the work within agreement period.
16	Clause 7.7 Ownership of Plant and Materials on Page 106, clearly states that except otherwise stated in the Contract, the plant and Machinery belongs to the VMC. Since, the ownership issue is not discussed anywhere else in the Contract the clause is misleading. In a DBO model, the plant and machinery and such other materials that has been mobilized by the Contractor is by default allowed to be taken out by the Contractor at the end of the Concession Period. We hence request you to clarify in the said matter so as to enable us to quote accordingly.	The machinery engaged by the contractor shall be the property of himself and can be taken away after completion of the contract.
17	Clause 7.8 Royalties on Page 106, clearly states that the Contractor has to pay Rent/Royalties for all the material excavated from the said site. Since none of the material excavated from the dump site is a natural material, the Contractor does not need to pay any Royalty for the same. Kindly clarify.	As per the RFP document.

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18	Clause 8.6 Suspension of Work on Page 108, allows the Engineer to Suspend the Work anytime during the contract period without entailing reason and the only compensation for such an activity is mentioned to be providing extension of time for such suspended period. We would like to bring to your kind notice that in DBO model, the Contractor comes with huge Capital Investment and completing the job at the earliest possible time would be the Survival Strategy. Hence, we request you to kindly delete the clause and do the needful.	The clause can't be deleted and the contract to be completed within the time.
19	Clause 12: Measurement and Evaluation on Page 114 and 115 is not applicable to us and is requested to be omitted.	As per RFP document
20	Clause 14: Contract Price and Payment Sub Clause 14.2: Mobilization Advance on Page 118 entails the contractor to be paid Mobilization Advance. We request VMC to kindly clarify on the Percentage of Project Cost that would be paid as Mobilisation Advance and the time at which the same would be made. This is critical from the point of view of the Contractor because this has direct bearing on the Financial Bid to be quoted.	Decision will be taken at the time of agreement.
21	Clause 14.7: Retention Money on Page 120 specifies that Retention Money would be debited from each bills of the Contractor before payment. We would like to bring to your kind notice that Bio-mining is a process where no Fixed Asset is created to check its durability after completion against which the Retention Money can be debited. However, in the case of Bio-mining the payment is being made only after successful completion of the work which is irreversible. Hence, we request you to kindly omit the clause on Debit of Retention Money in every payment.	Can't be deleted.
22	Page 140 mention different Milestones for completion work against which Damages for delay is being levied. We would like to bring to your kind notice that Bio-mining cannot be carried out during monsoons and hence specifying such milestones poses grave challenges to the Contractor. We hence request you to kindly omit the milestones clauses.	Can't be deleted. If required, EOT may be obtained for delayed period.
23	Clause 12: Bid Prices and Discounts on Page 20 clearly specifies that the Bidder will be paid on Per Ton basis of the Remediation duly carried out. However, it is not being clarified whether the weighment would be carried out on Input waste or Output Waste basis. Since, the primary step in Bio-mining involves pre stabilization, the Contractor is required to transport the material and expose it to stabilization process and then send it for sorting. Hence, the only scientific way for measurement would be on Input waste basis. We hence request you to kindly mention that the payment will be made on input waste basis.	As per the RFP document.

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24	Also, since the RFP document requires certain documents to be jointly signed by all the JV Members, one of our JV members are based out of India. Hence, we request you to kindly postpone the last date for submission of RFP by providing atleast 30 working days from the date of providing clarifications on Pre – Bid queries for submission.	Brought to the notice of the Commissioner for extension of time for bid submission.
25	Power supply to be provided by the local bodies it self where in the RFP the issue has not mentioned. So, it is requested to clarify the supply power to the plant will be cared by the VMC or by the Contractor.	Power supply to be beared by the successful bidder itself.
26	Please clarify regarding the EMD amount	EMD to be paid in the form of DD for an amount of Rs.25,000/-