Annexure I

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
1.	page No.1 1.1.1	The tentative cost indicated above is based on the Authority's own estimation. This cost estimate takes into account the existing infrastructure at the proposed site, which includes two defunct PEB (Pre-Engineered Building) structures that shall be repurposed for storing waste and recovered materials. Bidders are advised to make their own estimates based on the terms & conditions of the RFP, Concession Agreement and requirements specified in the Concession Agreement.	Whether the bidder can use the PEB for storing & other activities of AMRF operation or the decision will be taken by Authority during operation.	Please provide as-build drawing and / or dimension of the same PEB structures.	We requests the authority to share the details of the existing PEB structures; Civil: Existing structure along with detailed engineering drawings. Mechanical: Details of existing equipment, if any Electrical: Details of existing transformer, incoming power supply, existing DG set if any, capacities along with specifications.	The existing PEB structure can be used only for storing for processed waste. However, the concessionaire is not allowed to install any machinery inside the existing PEB structure.
2.	page No.1 1.1.3	The Selected Bidder (Single bidder or consortium of entities), undertakes to incorporate a Special Purpose Vehicle under the Companies Act, 2013 (or any substitute thereof) prior to execution of the Concession Agreement (the "Concessionaire") who shall be responsible for designing, engineering, financing, procurement, construction, commissioning, operation and maintenance of the Project under and in accordance with the provisions of a long term concession agreement (the "Concession Agreement") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.	Whether the bidder should compulsorily form a SPV or he can directly operate with his parent organization			Please refer to clause no. 2.2.5 of the RFP document.
3.	page No.1 1.1.4	The scope of work will broadly include detailed design, engineering, construction drawings, financing, construction, operation and maintenance of 250 TPD Automated Material Recovery Facility as more particularly set forth in the Concession Agreement. In terms of the Concession Agreement, the Concessionaire shall also be entitled to market and sell the recovered/ recycled/ end products and appropriate revenues generated there from. The construction period allowed for the Project will be 12 (twelve) months from the Appointed Date (as defined in the Concession Agreement). The Concessionaire shall be responsible for the operation and maintenance of the Automated Material Recovery Facility for the entire period of concession 21Twenty-oneyears (the "Concession Period") in accordance with the Concession Agreement. The Authority shall provide land for establishment of the plant and	1. Kindly brief the term mixed waste 2. After segregation, shall the bidder return mixed waste to the Authority. Payment for returned material. 3. Do the concessionaire have the option to reject the waste if the mixed waste is greater than 20% in any truck.			1. "Mixed Waste" means un-Segregated wet and dry waste or Biodegradable Waste and Non-biodegradable Waste, that is produced by households, commercial enterprises, healthcare units (non-bio-medical) including, solid or semi-solid domestic waste, sanitary waste (as defined under the SWM Rules), commercial waste, institutional waste, horticulture waste, agriculture and dairy waste, catering and market waste and other non-residential wastes, food waste, paper, cardboard, wood, textiles, rubber, leather, plastics, metal and glass 2. The mixed waste over and above 20% needs to be highlighted to the Authority for their compliance. The

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		supply dry waste with 20% maximum mixed waste to the project site on daily basis. The successful bidder shall pay to the Authority a license fee for utilizing the land for establishment of the plant at Rs.1 per square metre per annum.				wet waste segregated from MRF to be returned to Authority to send to their respective wet waste processing facility. 3. Please Refer clause no:8, Key performance indicators (Sr. No. 6) for the clarity.
4.	page No.2 1.2.4	A Bidder will be required to deposit, along with its Bid, a Bid Security of Rs.25,00,000(Rupees Twenty Five Lacs Only) (the "Bid Security") refundable no later than 60 (sixty) days after the expiration of the bid validity period, including any extension thereof, or 60 (sixty) days after the issue of the Letter of Award, whichever is earlier, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bid security shall be deposited through RTGS or through electronic Bank Guarantee (e-BG). The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Bidders have to upload the UTR particulars of RTGS transaction / e-BG details in the e-procurement portal.		Please provide beneficiary's account details and contact details (Mobile No. and Email) to enable us to prepare and submit e - BG.	We request the Authority to consider allowing the submission of Bid Security through Bank Guarantee (BG). If the Authority permits the submission of Bank Guarantee, kindly provide the prescribed format.	Bid Security of Rs.25,00,000 /- will be deposited through online in the Punjab National bank Account No 4403000101069958 with W.B.Road Branch, Trichy. IFSC Code PUNB0440300.
5.	page No.7 2.2.2 (b) (i) A.	The Bidder (Lead Bidder in case of Consortium) should have success installed and commissioned AMRF plant/facility on a stand-alone basis/ part of Integrated Solid Waste Processing Facility and completed operation for a period of at least 06 months in India during last ten (10) years preceding the bid due date. One project of 200 TPD capacity or Two projects of 150 TPD capacity		We have set up and operating PRE - SORTING / PRE-PROCESSING FACILITY for segregation of dry constituents (RDF, non recyclables, inerts and other recyclable materials) as a part of (i) Integrated MSW Processing facility of processing plant (producing compost and RDF) at Coimbatore (TamilNadu) of capacity 550 TPD and (ii) MSW Processing plant (250 TPD, for production of compost and RDF) at Ahmedabad (Gujarat) . Looking to this, we believe that we can consider our Pre- sorting / Pre - processing facility as "AMRF " and our experience will be considered as ELIGIBLE EXPERIENCE subjected to related documentary evidences submitted for in support of setting up of MSW processing plant.		If this is Semi/Fully Automated MRF facility as a part of Integrated MSW Waste processing facility and segregation of the recyclable waste is being done into different fractions and RDF/SCF is produced, then it may be considered equivalent to Material Recovery facility. However, documentary evidence should be submitted.

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6.	page No.20 3.5 Viability Gap Funding	The SPV set up by the selected Bidder shall also be paid a capital grant ("Grant") as viability gap funding (VGF) by Authority according to guidelines of Swachh Bharat Mission ("SBM") 2.0 for setting-up material recovery facility. The total admissible support as a VGF/ capital grant is Rs. 7.02 Crores (Rupees Seven Crores Twenty Thousand only). This grant is primarily towards capital investment of AMRF plant			Since the total estimated project cost is 25 Cr as mentioned in tender, the admissible VGF is mentioned as 7.02 Cr. However, if concessionaire's estimates differs, is it eligible for availing VGF exceeding 7.02 Cr based on the proportionate increase in the project cost? Please clarify.	VGF is fixed. Hence proportionate VGF is not acceptable.
7.	page No.26 7. Pre-Design & Conceptual Phase (Point-1)	The Concessionaire shall design, build, finance, operate and maintain the Automated Material Recovery Facility (AMRF) plant for a period of 21 years, catering for the future increase in MSW generation during the concession period in line with the applicable laws including but not limited to SWM Rules, 2016			Request the authority to commence concession period of 21 years from the Commercial Operation Date instead of Appointed Date.	Bid condition confirmed.
8.	page No.26 7. Design & Construction Phase (Point-1)	Concessionaire shall be responsible for the planning & preparation of detailed design & engineering, working drawings for the construction & operation of AMRF plant including infrastructure facilities such as boundary wall, internal roads, security rooms, admin. building, sheds for plant and machinery, shed for storage of recyclables and RDF, weigh bridge, labour rest room, control room, firefighting system, water supply, drainage & sewerage system, and green belt, etc.		Please provide technical specifications of AMRF plant, boundary wall , security room , admin building , weighbridge , green belt , DG set , coconut husk recycling plant and others , to bring all the bids at same level of construction deliverables and services .		Please refer to clause 7 of the RfP document. Detailed design, engineering, construction are in the scope of Concessionaire. It should meet objective of MRF plant and KPIs defined in the RFP and DCA.
9.	page No.26 7. Design & Construction Phase (Point-3)	The AMRF plant shall have all minimum equipment/ machineries viz. conveyor belts, bag opening shredder with loading hopper, trommels of different sizes, sorting conveyor system, ballistic separator, magnetic separator, air density separator, shredder, backhoe loader, bailing system, DG set of required capacity, transformer, CCTVs, office furniture and systems.	Shall Bidder can optimize the requirement of Machineries & Equipment those are essential to operate 250 TPD AMRF			The Concessionaire can do the optimization and innovation to suit the project objective.

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
10.	page No.26 7. Design & Construction Phase (Point-6)	Installation of coconut husk recycling plant of required capacity.	Whether the bidder should compulsorily install the Coconut husk recycling plant or bidder can find another way of disposable/ recycling method		The Concessionaire shall install the processing units as required based on the waste categorization of the waste supplied. Please confirm if the installation of coconut husk recycling plant is included in the estimated project cost of Rs. 25.40 crores Authority to note and confirm.	Bid conditions confirmed.
11.	page No.26 7. Design & Construction Phase (Point-7)	The facility shall be set up at the land provided by the Authority. The land of around 4.53 acres area provided shall only be used for the purposes of the Project.			We request the authority to consider the following; 1) In case the land provided by the authority is not suitable for setting up the MRF facility considering the environmental / MSW landfill rules - SWM 2016, the authority to provide alternative land complying the MSW requirements. 2) provide land adjacent to the proposed land, in case the proposed site falls short and need arises during operations as per the statutory compliances. 3) Provide the Contamination level and ground water characteristics for the proposed location. The Concessionaire informs the authority that any liability for the prevailing contamination if any at the proposed location shall not be with the Concessionaire. We request the authority to provide the following information of the proposed land to be provided for setting up the facility. 1. The topography survey report, geotechnical reports 2. Auto-CAD layout with contour	1. Land identified for MRF facility is meeting the criteria laid down under SWM Rules 2016. This land is already in use for waste management facility. 2. The Concessionaire has to accommodate the facility within given land area of 4.53 acres. 3. Please refer to clause 07 (pre-design and conceptual phase) of the RFP document. The available baseline data of site for water, air and soil would be shared with selected Bidder. 4. The bidder can inspect the site before submission of the proposal.
12.	page No.27 7. Operational Phase (Point-3)	Operation & maintenance of the AMRF plant for the 20-year period excluding construction period	Can the bidder propose any scheme of processing of waste in MRF as long as we meet the tender conditions and disposal of dry waste			The Concessionaire can do the optimization and innovation to suit the project objective.

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
13.	page No.27 7. Design & Construction Phase (Point-14)	Setting-up of complaint redressal handling system and toll-free number for receiving calls from citizens			Generally citizen complaint redressal handling system are required for Collection & Transportation contracts. Since the concessionaire is not responsible for C&T of waste, we request for deletion of this provision.	This is applicable only for the MRF plant not for collection and transportation of solid waste.
14.	page No.27 7. Design & Construction Phase (Point-16)	The Automated Material Recovery Facility shall be commissioned with successful trial runs within a period of 12 (twelve) months or the implementation schedule submitted in the technical proposal (whichever is minimum) from the date of signing of the concession agreement. The Concessionaire shall submit monthly progress reports during the above period to the Authority and Independent Engineer appointed by the Authority.			Commissioning shall be considered as 12 months excluding monsoons and adverse weather conditions from the appointed date / physical hand over of site. In case of any delay in handing over of the site over and above the period mentioned in the document, the authority may consider the escalation of the CAPEX considered. Authority to consider and confirm.	Please refer to “Conditions Precedent” Article 4 of draft concession agreement. The 12 months construction period is included considering the monsoon period.
15.	page No.27 7. Operational Phase (Point-1)	Authority shall provide minimum 80% of 250 TPD dry solid waste with maximum (±)20% mixed waste to the Concessionaire at doorstep of AMRF plant			The Concessionaire requests the authority to provide the “Acceptable waste” as given in Draft Concession Agreement, which is defined as “means segregated dry waste with impurities but specifically excludes prohibited waste i.e. domestic hazardous waste, sanitary waste and C&D waste.” Authority to confirm.	Please refer to clause 1.1, Article 1 of draft concession agreement
16.	page No.28 7. Operational Phase (Point-12)	Transportation of segregated combustible fraction (SCF) / RDF materials from AMRF plant to cement industries or RDF plant on daily basis for the co-processing and final disposal.			Request the authority to clarify the following points; Kindly provide details regarding the location and distance of the nearest cement plant or RDF co-processing facility identified by the Authority for RDF disposal. Given that the transportation distance could significantly impact operational expenses, will the Authority consider providing any financial support, tipping fee adjustments, or cost reimbursements for RDF transportation to distant cement plants or RDF facilities?	Many cement industries are available to nearby Trichy and RDF may be transported to the Dalmia cement plant. However, please refer to clause 5.1, point no. (i) in Article 5 of draft concession agreement for the clarity. Bidders can quote only processing fee/ MT as per tender conditions. It will include all the O&M cost including RDF transportation cost.

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
17.	page No.28 7. Operational Phase (Point-14)	In case the domestic hazardous waste is received along with dry waste at the AMRF plant, the same must be disposed of through the incinerator installed within the premises of the facility	1. Please specify the materials that listed as domestic Hazardous Waste. 2. Also there is conflict in disposal scope of Haz Waste. 3. Haz waste will be segregated and handed over to the Authority for disposal		As Domestic Hazardous Waste is categorized as Prohibited Waste, any such waste received along with Acceptable Waste should be the responsibility of the Authority or the respective Collection & Transportation (C&T) contractor for disposal at the designated incinerator. Please, confirm.	Domestic Biomedical waste and domestic hazardous waste such as discarded paint drums, pesticide cans, CFL bulbs, tube lights, expired medicines, broken mercury thermometers, used batteries, used needles and syringes and contaminated gauge, etc., generated at the household level, if found shall be stored & handed over to the authorized vendor as prescribed by State PCB by the bidder. The concessionaire must set up incinerator within the facility for disposal of sanitary waste like napkins, sanitary towels, or tampons, condoms, incontinence sheets and any other similar waste.
					Request the authority to clarify if any incinerator has to be installed by the concessionaire or already is installed by the authority at the plant premise. If it has to be installed by the concessionaire. Then Please specify the minimum capacity, technical specifications of the incinerator.	The concessionaire has to set up incinerator within the facility for disposal of sanitary waste like napkins, sanitary towels, or tampons, condoms, incontinence sheets and any other similar waste. The capacity can be decided by the concessionaire based on the characterization study of Tiruchirappalli.
					The Concessionaire would like the authority to clarify that “hazardous waste is excluded from the acceptable waste – as given in the Draft Concession Agreement”. Hence the domestic hazardous waste, if any shall be taken up by the authority. Also as given in the Key performance indicators of RPF, “Biomedical waste and hazardous waste shall be transported to incinerator by Authority if found.” Based on the above, the concessionaire shall not provide incinerator at the proposed AMRF. Hence the mentioned clause may be deleted. Authority to confirm.	Domestic Biomedical waste and domestic hazardous waste such as discarded paint drums, pesticide cans, CFL bulbs, tube lights, expired medicines, broken mercury thermometers, used batteries, used needles and syringes and contaminated gauge, etc., generated at the household level, if found shall be stored & handed over to the authorized vendor as prescribed by State PCB by the bidder.

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
18.	page No.29 7. Operational Phase (Point-23)	Aggregate residual inert waste & hand over to the corporation or its authorized operator for disposal. The responsibility of collection & transportation of the inert waste from the AMRF plant will be of Concessionaire	Please specify the inert waste terms & disposal scope	Please provide approx . distance from proposed AMRF to the landfill / dumping site allocated for disposal of inerts / post processing remnants	The Concessionaire requests the authority to confirm the location of disposal point of inert waste from the proposed AMRF. Authority to arrange.	Landfill would be available within close proximity to the MRF facility. In case, in future if landfill is shifted to a larger distance, then disposal of inert would-be responsibility of Corporation.
19.	page No.30 7. Operational Phase (Point-37)	Concessionaire shall be responsible for providing a toll-free number for the collection of dry waste in bulk quantity			Since we are not providing C&T (Collection and Transportation) service provider as per the proposed contract, we prefer that this toll free number is to be given by C & T contractor.	This is required for MRF facility.
20.	page No.31 8. Key Performance Indicators (KPIs) (Sl. No-3)	Two times of processing fee/ MT quoted by Concessionaire during bidding process shall be paid by Concessionaire if shortfall is more than ± 20%			We request the Authority to reconsider this penalty structure and revise the penalty to one time the processing fee per MT instead of two times.	Bid condition confirmed
21.	page No.31 8. Key Performance Indicators (KPIs) (Sl. No-4)	If the Acceptable Waste Quantity falls below the guaranteed Acceptable Waste Quantity, the Authority shall be obligated to pay liquidated damages shall be calculated based on 75% of unit price quoted by the Concessionaire during bidding process but upto a maximum of Rs. 325 TPD, applied to shortfall quantity, which shall be determined on monthly average basis		Please re - check " Rs . 325 TPD " It should be as " Rs.325 per Ton " of such shortfall quantity. We will appreciate if you can elaborate with an example for calculation of LD for shortfall quantity.	We request the Authority to revise this provision and compensate the Concessionaire at 100% of the unit price quoted during the bidding process instead of 75%. This adjustment would ensure fair compensation for the Concessionaire in case of a shortfall in waste supply, as the financial model is structured based on the committed waste quantity	To be Read Rs. 325/ Ton in place of Rs. 325 TPD for this clause. **Refer Addendum Sl.No.7**
22.	page No.31 8. Key Performance Indicators (KPIs) (Sl. No-5)	Biomedical waste and hazardous waste shall be transported to incinerator by Authority if found			We request the Authority to revise this provision as; “All prohibited waste, including but not limited to Biomedical Waste, Hazardous Waste, Domestic Hazardous Waste, Construction and Demolition Waste and any other waste not classified as Acceptable Waste shall be transported to incinerator by Authority if found.”	Domestic Biomedical waste and domestic hazardous waste such as discarded paint drums, pesticide cans, CFL bulbs, tube lights, expired medicines, broken mercury thermometers, used batteries, used needles and syringes and contaminated gauge, etc., generated at the household level, if found shall be stored & handed over to the authorized vendor as prescribed by State PCB by the bidder. **Refer Addendum Sl.No.4**

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
23.	page No.32 8. Key Performance Indicators (KPIs) (Sl. No-6)	Dry waste with maximum contamination of 20% should be sent to AMRF facility. Authority shall be obligated to pay liquidated damages shall be calculated based on 75% of unit price quoted by the Concessionaire during bidding process but upto a maximum of Rs. 325 TPD, applied to more than 20% mixed waste for 7 consecutive days		Please re - check "Rs.325 TPD". It should be as "Rs.325 per Ton", we believe. We will appreciate if you can elaborate with an example for calculation of LD for receiving more than 20 % of mixed waste over 7 consecutive days		To be Read Rs. 325/ Ton in place of Rs. 325 TPD for this clause. **Refer Addendum Sl.No.6**
24.	page No.33 8. Key Performance Indicators (KPIs) (Sl. No-11)	INR 1,000/ MT shall be paid by Concessionaire if quantity of rejects from AMRF plant is more than 10%.			The limit of rejects to 10% of the incoming waste, depends on the waste supplied by the authority – “80% of 250 TPD dry solid waste with maximum (±)20% mixed waste to the Concessionaire” at the doorstep of the AMRF. We request the authority to arrange for waste characterization report periodically &the same shall be reviewed by the Independent engineer. The same shall be the basis for deciding the quantity of rejects and the penalty on mutually agreed norms. Authority to confirm.	Bid condition confirmed
25.	page No.31-33 8. Key Performance Indicators	Penalty & Incentives			We understand that if concessionaire fails to rectify the defects within the stipulated time, only then penalties shall be imposed.	Refer to clause 8 (key performance indicators)
26.	page No.54 Annexure XII –Project Information Site Details	The designated area for the AMRF is 4.53 acres within the 47-acre Ariyamangalam dumpsite situated at Tiruchirappalli. The GPS co-ordinates are 10°48'19.5"N 78°43'20.7"E and below image depicts both the overall site area and the allocated space for the proposed AMRF.		a. Only one coordinate is provided for location of the site. Please provide at least 4 coordinates (each for one corner) of the site. OR Kindly provide topography survey (contour map) drawing, if available for the proposed site .		Available map will be provided, The geo-coordinates provided is for the larger location, the bidder can visit the site and assess before bid submission.

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
27.	page No.55 Annexure XII –Project Information Availability of Water and Power	The Concessionaire must make the necessary arrangements for water supply and sewer system at the site. The power requirement for construction and operation of the plant will be arranged by the concessionaire. However, Tiruchirappalli Corporation will assist concessionaire for obtaining all the consents and clearances			The Concessionaire requests the authority to arrange water and electricity at site at a single point during the period of construction. The Concessionaire shall be responsible for distribution within the site. Authority to confirm.	Bid condition confirmed. Authority will only facilitate to get the required clearances.
28.	page No.55 Annexure XII –Project Information Table **Error! No text of specified style in document.**-1 Statistical Details of Tiruchirappalli City Municipal Corporation	7.1 Tentative quantity of dry solid waste (TPD) – 220 TPD			The Concessionaire requests the authority to arrange for the waste characterization report of the dry solid waste. Authority to provide.	Available report will be shared only for reference purpose. However, the bidders are requested to make their own assessments.
29.	page No.57 Annexure XII Applicable Regulatory Framework & Clearances	Applicable Regulatory Framework & Clearances		We believe that EC is not required to set up and operate the AMRF , Please confirm.		As per SWM Rules, 2016, standalone MRF facility does not require Environmental Clearance. List of applicable regulatory framework and clearances mentioned at page no. 57 of RFP is indicative. Concessionaire shall be responsible to obtain any NOC/consent/ clearance if applicable to MRF.
30.	Schedule of quantities – price schedule	Processing fee payable by the Authority		We understand that Concessionaire will be paid for the total quantity of incoming waste at the AMRF. Please confirm For eg - If concessionaire receive total incoming waste 200 TPD at AMRF , then Processing Fee per Ton (" X ") will be charged as 200 TPD x Rs . " X " less (-) any penalty charges .		Refer to definition of acceptable waste in DCA.

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
31.	Price schedule – item rate BOQ form in xls format	Applicable GST		Please note that GST field is disable for editing. Bidder is not able to enter applicable GST % and / or GST amount, applicable on the Processing Fee per Ton .		GST to be quoted separately as per applicable government norms.
32.	page No.13 Concession Agreement 1.1 Definitions	"Acceptable Waste" means segregated dry waste with impurities but specifically excludes prohibited waste i.e. domestic hazardous waste, sanitary waste and C&D waste			As Domestic Hazardous Waste is categorized as Prohibited Waste, any such waste received along with Acceptable Waste should be the responsibility of the Authority or the respective Collection & Transportation (C&T) contractor for disposal at the designated incinerator. Please, confirm.	Domestic Biomedical waste and domestic hazardous waste such as discarded paint drums, pesticide cans, CFL bulbs, tube lights, expired medicines, broken mercury thermometers, used batteries, used needles and syringes and contaminated gauge, etc., generated at the household level, if found shall be stored & handed over to the authorized vendor as prescribed by State PCB by the bidder. **Refer Addendum Sl.No.3**
33.	page No.38 Concession Agreement **5.**1 Obligations of the Concessionaire (d.)	The Concessionaire shall be responsible for processing dry waste supplied by the Authority at the project site and disposal of the process remnants and Residual Waste.			Please specify the Area & location of disposal site. Also request to confirm whether the disposal site is free of encumbrances. Requested to mention the location so that the concessionaire can factor the lead cost during bidding.	Ash and Inerts can handed over to the authority for disposal.
34.	page No.56 Concession Agreement 10.2 License, Access and Right of Way (b.)	Within one hundred twenty (120)days from the Execution Date, the Authority shall handover to the Concessionaire the cleared Site, free of any Encumbrances and from such date, the Authority shall grant the Concessionaire a license rights over the Site, along with all necessary Right of Way to enter upon, access, and occupy the Site (the "Licensed Premises"). Provided that, license to use the Site granted to the Concessionaire shall always be subject to the right of the Authority and its nominated contractors to enter upon and access the Site.			Request Authority to provide the encumbrance free possession of Site within 30 days from the execution date.	Refer to clause 4.2 in Article 4 of DCA

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
35.	page No.57 Concession Agreement 10.3 Site Data and Verification (a.)	The Authority has made available to the Concessionaire all relevant data, studies and reports in Authority's possession in connection with the Site and the Project Facilities.			The Concessionaire requests the authority to provide the mentioned details, as the same are not available in the given documents. Authority to provide.	Available data and studies will be shared to the selected Bidder.
36.	page No.93 Concession Agreement 17.10 Sale of Recovered materials from Automated Material Recovery Facility (i)	The Concessionaire shall be free to store, use, appropriate, market and sell the materials recovered from the Material Recovery Facility (AMRF), including Combustible fraction, Recyclable Materials, and By-Products.			We understand that Concessionaire is free to sell/dispose and retain 100% revenue generated from the sale of recyclables. Also we understand that the concessionaire can avail 100% carbon credits associated with the processing of recyclables.	Yes, refer to the Bid Documents.
37.	page No.107 Concession Agreement ARTICLE 22 GRANT & PROCESSING FEE 22.1 (a)	In consideration of the works and services required to be performed by the Concessionaire for designing, constructing, operating and maintaining the Project Facilities in accordance with this Agreement, the Authority agrees to pay to the Concessionaire, by way of cash support, an amount equal to INR _____ (Rupees _____ _only) (being the amount quoted by the Selected Bidder in its Bid), subject to, and inaccordance with, the provisions of this Article 22 (Grant).			In the BOQ provided with the tender documents, Concessionaire is not allowed to quote the VGF grant. However, here it requires to fill the grant amount as quoted by bidder. Please clarify.	VGF amount is fixed. Bidders are allowed only to quote the processing fee as per Bid Documents.
38.	page No.109 Concession Agreement 22.3 Processing fee (a)	As consideration for accepting, handling, Segregating, processing and disposing of mixed drywaste in accordance with this Agreement, the Authority agrees to pay to the Concessionaire, an amount equal to INR [_____] (being the amount quoted by the Selected Bidder in its Bid) per ton of Acceptable Waste accepted and processed by the Concessionaire at the Receipt Point in a month (Processing Fee), provided that no Processing Fee shall be paid during the Trial Operations period. An escalation of 5% on the processing fee shall be applicable after completion of every financial year and shall be considered after the completion of 1 year operation of AMRF. The start of financial year (i.e.) 1st of April will be considered as the start of year.			Request Authority to consider the applicability of Escalation from the start of first financial year after commencement of operations at AMRF plant. Also, we understand that the 5% escalation shall be on compounding basis year on year.	Bid Conditions Confirmed

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
39.	page No.110 Concession Agreement 22.3 Processing fee (e)	The Concessionaire shall submit a revised Invoice to the Authority after rectifying the errors or discrepancies identified by the Authority and this process will be repeated until the Authority approves the Invoice			If Concessionaire keep on submitting the revised invoices until certification, the process may consume lot of time as there will always be difference of opinion. Therefore, we request for modification of the clause as; "In the event Authority disputes any amounts in the invoice raised by Concessionaire, then Authority shall request suitable supporting evidence for the invoice." Upon submission of the same by Concessionaire, disputed amounts shall be released." In any case, submitted invoice cannot be revised, which is not an ideal practice.	Bid Conditions Confirmed
40.	page No.149 Concession Agreement 33.3 Handing Over of the Project Assets	Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concession Period, hand over encumbrance free and peaceful possession of the Project Assets in working conditions including Project Site/Facility including all equipment's at no cost to Authority.		We understand that concessionaire is required to handover only permanent structures as well as non - movable plant machineries and equipment at the AMRF at the end of concession period. All the movable machineries / equipment / vehicles are not required to be handed over to the Authority		Apart from permanent structures, the movable machinery will also be considered as part of MRF. Thus, all the machinery & equipment's shall be handed over to the Authority once the concession period is completed.
41.	page No.158 Concession Agreement 38.3 (a)	Any Dispute which is not resolved amicably by conciliation, as provided in Clause 38.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 38.3.(b). Such arbitration shall be held in accordance with the Rules of Arbitration of the Nani Palkhivala Arbitration Centre, Chennai(the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be in Chennai and the language of arbitration proceedings shall be English		Please note that the provisions of the Arbitration and Conciliation Act, 1996 are amended from time to time. Hence, we prefer that Arbitration is required to be conducted under the provisions of the Arbitration and Conciliation Act , 1996 and its latest statutory modification or any reenactment thereof	Request Authority to consider the procedures of Arbitration & Conciliation Act, 1996 instead of Institutional Arbitration centre rules as ad hoc arbitration is widely accepted mode.	Bid Conditions Confirmed

Sl. No	Clause No	As per Bid Document	Pre bid queries			Reply of ULB
42.	page No.182 SCHEDULED: PROJECT COMPLETION SCHEDULE	Commissioning of AMRF Plant Within 12 Months from Appointed Date		We envisage timeline of at least 20 months for Commissioning of the AMRF plant from the appointed date, looking to the considerable time is required to achieve financial closure and obtaining statutory permits and clearances (which is not in control of concessionaire) and in between Monsoon seasons .		Bid Conditions Confirmed
43.	General			It is essential to provide physical characterization of anticipated dry waste to be delivered at the AMRF to enable Bidders to anticipate the revenue from sale of generated by- products. Please provide the same		Available report will be shared only for reference purpose
44.	General			Please note that concessionaire should not be held responsible in the event of project will be delayed on account of the reasons (such as delay in receiving statutory approvals and clearances and others) which are not attributable to the concessionaire . Authority is required to grant extension of time on the aforestated ground	Since the O&M period is 20 years, there can be increase in waste generation. Hence, request Authority to clarify whether the same is diverted to AMRF facility or not? If there is increase in quantum of waste over a period, then the necessary capacity augmentation costs for the AMRF plant be reimbursed to the concessionaire along with the prevailing processing fee.	The Bidders are advised to carry out their own assessment to arrive at capacity augmentation. Apart from VGF and processing fee, no additional cost will be given.

Sd/-

For Commissioner
Tiruchirappalli City Municipal Corporation