



Project Name: 'Integrated Collection and Transportation of Municipal Solid Waste and Street Sweeping Waste in the South and West Zones' of SDMC

Subhead: - Reply of Queries of Pre-Bid Meeting held on 16th September, 2016

NIT No.: F.61/E-in-C/SDMC/2016/300

S.No.	Reference	Query	Reply
1	NIT/Data sheet/page 7	Please provide at least 20 days time period after providing response to pre bid queries.	Bid submission due date has been extended vide addendum No. 2.
2	NIT/1.2.2 page no 11 and PIM/2.7 page 15	Contract duration is 8 years; what's the mobilization time period allotted by SDMC to the concessionaire?	Refer DCA Article 9.5
3	PIM/2.4/page 13	What is the specification and handling capacity of Fixed Transfer Stations (as proposed in PIM)	Please refer the clause 2.4 (j) and annexure-III of PIM
4	PIM/2.7 (e) page 15	PIM says- Fixed Transfer stations, recyclable center to be managed by concessionaire by 24x7 manners; what is the waste collection timing from HH level decided by SDMC?	Time table for the collection shall be provided by the Concessionaire and duly approved by SDMC
5	PIM/2.7 (H) page 15	PIM says: washing of Dhalao to be done weekly basis. After washing Dhalao, where to dispose the waste water/leachate? Please suggest.	The waste water to be disposed as per the direction of the SDMC.
6	PIM/2.7 (J) page 15	PIM says- auto tipper should not unload the waste at Dhalao; what is the harm in this? Its responsibility of concessioner to make Dhalao clean and smell free.	No Change
7	PIM/2.7 (O) page 15	Presently all the secondary points are road side and in open condition; how it is possible to make it fenced/cover for no visible to public on any circumstance, please suggest.	No change
8	General	Qty. of MSW generated in the south zone and west zone are indicative, or is it inclusive of all the waste like C&D+MSW, please clarify	Please refer clause 4.1.4 & 4.2.4 of PIM
9	General	Approach road condition to the Okhla dumpsite is already prepared by SDMC, or is it responsibility of Concessionaire? Please clarify?	Concessionaire has to do the site assessment at its own cost.
10	General	What will be the user charges amount paid by HH to Concessionaire? Is there any regulation / circular from the Municipal authorities in force for the user charges?	Refer RFP Clause 2.21.1
11	General	Tipping fee quoted by bidder will also applicable same for yearly incremental qty of MSW, please clarify.	CTC quoted is the base CTC for first revision due as per RFP. Afterwards, revised CTC will be treated as base CTC for next revision and so on.

S.No.	Reference	Query	Application suggestions	Reply
12	RFP, 2.20 Inflation Adjustment,	D0= Base Diesel Price D1= Revised Diesel Price as notified by the	Base date is not clear in clause 2.20.1. Kindly specify the base date based on	CTC quoted is the base CTC for first revision due as per RFP. Afterwards, revised CTC will be treated as base CTC for next revision and so on. For further clarification please refer



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	2.20.1 (ii)	<p>Ministry of Petroleum and Natural Gas or Indian oil Corporation (whichever is lower) as on day of revision</p> <p>C0= Base CNG Price</p> <p>C1- Revised CNG Price as notified by the Ministry of Petroleum and Natural Gas or Inderprastha Gas Limited (whichever is lower) as on day of revision</p> <p>L0= Base Unskilled Adult Male Wages- In line of Minimum Wage Act, notified by Government</p> <p>L1= Revised Unskilled Adult Male Wages- In line of Minimum Wage Act, notified by Government as on day of revision</p>	<p>which D0, C0, L0, WPI0 will be calculated</p> <p>The prices shall be revised based on the prices in Delhi.</p> <p>Hence following revision is requested:</p> <p>D1= Revised Diesel Price in Delhi as notified by the Ministry of Petroleum and Natural Gas or Indian oil Corporation (whichever is lower) as on day of revision</p> <p>C1- Revised CNG Price in Delhi as notified by the Ministry of Petroleum and Natural Gas or Inderprastha Gas Limited (whichever is lower) as on day of revision</p> <p>L0= Base Unskilled Adult Male Wages- In line of Minimum Wage Act, notified by Delhi Government</p> <p>L1= Revised Unskilled Adult Male Wages- In line of Minimum Wage Act, notified by Delhi Government as on day</p>	addendum No. 2.



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			of revision	
13	RFP, 2.20 Inflation Adjustment, 2.20.1 (ii) & (iv)	First revision shall be applicable after at least 6 months from the COD or next revision date as per 2.20.2 , whichever is later	<p>Clause 2.20.2 is not provided. Please provide.</p> <p>Financial Bid is applicable for FY16-17 as per Clause 1 of Appendix –VI of RFP.</p> <p>However Delhi government is in process of increasing the minimum wage by around 50%. Please clarify whether same shall be considered in our financial estimations for FY16-17 or not.</p>	<p>Read it 2.20.2 as 2.20.1 (iii)</p> <p>Please refer clause 2.20 of RFP document</p> <p>The bidders are advice to quote CTC rate after accessing all the factors.</p>
14	PIM page 15, Clause 2.6 c	Such waste shall be transported to the final hazardous waste disposal facility separately by Concessionaire	Kindly provide the location of the hazardous waste facility for both the zones where the hazardous waste is to be disposed.	Concessionaire has to set up domestic hazardous waste centres in consultation with SDMC and further disposal/transportation of the Domestic hazardous waste, to the end disposal site, shall be done as per the direction of the SDMC.
15	PIM page 37, Clause 3.6.c	Waste generators in this category will use paid services.	Please note that user fees are no more applicable.	Presently, user fee for this category is not applicable
16	PIM, Clause 2.11, Page 19	IT Consultant appointed by SDMC shall set-up a "secure online MIS and "application for customer care center/control room that facilitate effective monitoring of the project.	In case of delay of setting up of MIS by the IT consultant appointed by SDMC, what data will be required by SDMC for monitoring of the Project and verification of the bills raised.	In such situation SDMC shall monitor the project departmentally and verify the bills from other authentic record.
17	PIM, Page 35, Clause 3.5	Incentives and reward play major role in improving behavior. In order to gain better	Please clarify what kind of disincentives/penalties will be levied on	This shall be decided by SDMC as and when required



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		results from the IEC campaign, there will be a provision of incentives and disincentives . The organizations especially RWAs and market associations which have shown good results should be felicitated in public functions to motivate and encourage others to replicate the same.	the Households. Also specify by when such disincentives/penalties notifications is expected to be issued.	
18	Draft Concession Agreement, Article 1, 1.1, 12	"COD" or "Commercial Operations Date" shall mean the date on which SDMC has issued the Completion Certificate for the Project Facilities, in accordance with the provisions of this Agreement. This date shall not be beyond 120 days from the date of acceptance of LOA	Please note that 120 days is not sufficient to achieve COD. Based on the past experience it is noticed that detailed route planning, order and delivery of vehicles takes time and hence it is requested to provide minimum 180 days to achieve COD.	No Change
19	PIM, Clause 2.11, Page 19 Draft Concession Agreement, Clause 3.1.1 (g), 9.12 and 9.19 (a)	PIM, Clause 2.11, Page 19: IT Consultant appointed by SDMC shall set-up a "secure online MIS and "application for customer care center/control room that facilitate effective monitoring of the project. 3.1.1. (g): Appoint IT consultant for developing monitoring and MIS software as per the needs of the Project 9.12: The concessionaire shall establish a Management Information System (MIS) and install appropriate software.....	Please note that Clause 9.12 and 9.19 (a) are inconsistent with clause 3.1.1 (g) and clause 2.11 of PIM. Kindly clarify.	Clause no. 9.12 and 9.19 (a) of DCA is amended



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		9.19 (a) The Concessionaire shall develop MIS system as defined in PIM										
20	Draft Concession Agreement, Article 5, 5.1 (b)	Secondary Collection Points include: i. Dhalaos ii. Collection Points iii. Street Corner Bins	Please note that Secondary Collection Points shall also include Fixed Compactor Transfer Stations and Mobile Transfer Stations.	Please refer clause 2.7 of PIM								
21	Draft Concession Agreement, Article 9.5	Drawings and laid down standard technical specifications as per the renovation/restoration works of Dhalaos as below: <table border="1" data-bbox="612 646 1338 878"> <thead> <tr> <th>No. of Dhalaos (in %)</th> <th>Time Schedule</th> </tr> </thead> <tbody> <tr> <td>50%</td> <td>Till COD</td> </tr> <tr> <td>25%</td> <td>Within 2 months from COD</td> </tr> <tr> <td>25%</td> <td>Within 4 months from COD</td> </tr> </tbody> </table>	No. of Dhalaos (in %)	Time Schedule	50%	Till COD	25%	Within 2 months from COD	25%	Within 4 months from COD	Please note that Renovation of Dhalaos will be carried out by SDMC.	Please refer clause 2.7 (c) of PIM. However, Article 9.5 of DCA amended accordingly
No. of Dhalaos (in %)	Time Schedule											
50%	Till COD											
25%	Within 2 months from COD											
25%	Within 4 months from COD											
22	Draft Concession Agreement, Clause 14.7 (d)	Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Concessionaire by SDMC in accordance with the following: i) If Termination is due to a Force Majeure Event, described under Articles 14.1(a) to 14.1(e) and (g) , no Termination Payment shall be made by SDMC to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies. In case SDMC decides to take over the movable assets	The Force majeure event defined in (g) is also the act of government and is similar to the event defined in (f). Hence it is requested to treat event (f) and (g) in one category and termination payment shall be made as being made for event (f) in the RFP.	No Change								



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		<p>financed by the lender Bank or substitute the Concessionaire with another entity, it may do so by undertaking to discharge future negotiated liabilities towards the bank. Liabilities till date of termination shall be discharged by the Concessionaire.</p> <p>If Termination is due to the occurrence of any event described under Articles 14.1(f) , SDMC shall pay amount to the Concessionaire equal to debts owed including outstanding principal balance and interest owed on Termination Date and Share Capital contributed by the shareholders towards paid up equity capital of SPV.</p> <p>Provided further that the Concessionaire shall pay any amount due to and recoverable by SDMC from the Concessionaire as on the Termination Date.</p>		
23	Draft Concession Agreement, Clause 14.9	<p>Change in Law shall mean the occurrence or coming into force of any of the following, after the Bid Submission Due Date:</p> <ul style="list-style-type: none">i. The enactment of any new Indian law;ii. The repeal, modification or re-enactment of any existing Indian law;iii. A change in the interpretation or application of any Indian law by a court of record.	<p>Since the project is for long concession period of 8 years and Central Government is in process of implementation of GST, it is requested to add 'any change in the rates of Taxes' under the provision of Change in Law. This has an important bearing on the financials.</p>	<p>Sub Article (c) to the provisions of Article 14.9 (a) stands deleted</p>
24	Date for Submission of Bid	<p>Pre bid meeting: 16.09.2016 Bid Submission Due Date: 29.09.2016</p>	<p>It is requested to provide minimum 2 weeks after the issue of all the clarifications for submission of bid so as to incorporate all the changes in the</p>	<p>Bid submission due date has been extended vide addendum No. 2.</p>



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S.No.	Reference	Query	Application suggestions	Reply
			proposal.	

S.No.	Clause	Query	Reply
25	3.1	Experience in Mechanical Road Sweeping should be included in eligibility criteria. [As road sweeping is an integral part of Municipality Solid Waste Management Activity, the experience of mechanical road sweeping should also be considered as eligibility criteria].	No Change
26	3.2.1	Turnover in this RFP means sum of annual revenues from operations of projects as mentioned in technical capability (3.1.1A RFP document) including CTC and user charges collected and appropriated during the financial year. [This should also include the revenues from operations of projects like Mechanized Road Sweeping & Maintenance of Roads of Municipalities / Airports / Ports etc.]	No Change
27	2.17	Members of the consortium shall nominate one member as the Lead Member, who shall have a minimum experience of Gross 300 TDP as per RFP clause 3.1.1 and an equity share holding of at least 50% of paid up and subscribed equity of the [Any partner of the consortium should be considered as Lead Partner irrespective of the equity share and technical experience. The consortium should be given the right to choose its Lead Partner].	No Change

S.No.	Clause	Query	Suggestion if any	Reply
28	13.7(a) Concession agreement	Query – Stringent mechanism of payment. Reason for query – Executive Engineer may release 75% of the assessed value of the work i.e. the invoice value, due immediately. The Balance 25% amount/next cycle (monthly) shall however be released after due examination of invoice already submitted.	The Concessionaire may submit monthly CTC invoice by the 5 th day of the next month. 85% payment may be released within 7 days from the date of the submission of invoice and balance 15% before month end.	No Change
29	13.2.2 Concession agreement	Query – Adjustments and deduction from CTC. Reason for query – Various cost components are assumed as follows:- (a) 5% of CTC towards High Speed Diesel Oil Component. (b) 2% of CTC towards CNG Component (c) 45% of CTC towards Labour Component.	Escalation of CTC may be based on following Empirical Formula to absorb the actual cost of operation: (a) 10% of CTC towards High Speed Diesel Oil Component. (b) 5% of CTC towards CNG Component.	Clause 2.20 has been amended vide addendum no.2.



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		(d) 33% of CTC towards rest of the component	(c) 45% of CTC towards Labour Component. (d) 25% of CTC towards rest of the components. Note-25% of CTC towards rest of the component may be calculated based on CPI (Consumer Price Index) instead of WPI.	
30	2.7(c) (PIM) page 15	Query – Management of Secondary collection point (SCPs), Dhalaos. Reason for query – One time initial refurbishing/renovation of Dhalaos (civil works only) except in locations where FCTS are to be installed, shall be done by SDMC and the rest of conditions with respect to upkeep, maintenance, electricity and water cost etc. shall be borne by the Concessionaire	Kindly confirm that refurbishment / renovation of the Dhalaos (Civil works only) shall be carried out by the SDMC both (externally & internally as per the drawings enclosed in the PIM document) in such a manner that waste handling arrangement suggested by the SDMC can be installed without any problem.	No change

S.No.	Reference	Query	Reply
31	2.1.13 (RFP) Page 16	a. Employing agency should be a government body? b. Would an allegation only be considered as undesirable practice? c. Can SDMC provide any other tender of SDMC or any government body from where this clause has been taken?	a. Yes employing agency should be a government body. b. No comment. c. Query beyond the scope of pre bid meeting covered under clause 1.2.10 of RFP document. Also refer clause 2.7.2 of RFP document.
32	2.1.13 (RFP) page 16	Any logic for adding this term in the 7th tender call?	Query beyond the scope of pre bid meeting covered under clause 1.2.10 of RFP document. Also refer clause 2.7.2 of RFP document.
33	2.1.17 (RFP) page 17	If IL&FS is being allowed to get more than one zone than other bidders should also be allowed to get more than one zone for fair competition. Alternately, bid of IL&FS should be considered only if number of bidders are less as per clause 4.4 of the Rfp for fair and equal treatment of all bidders.	No Change
34	2.20 (RFP) page 28	5% Diesel component with Euro IV fleet and 45% Labour component is too less. Even repair cost will increase due to increase in Minimum wages. It should match with components of Justification prepared by the department.	RFP Clause 2.20 has been amended vide addendum no.2
35	2.22 (RFP) page	Rs. 15000 fixed for 8 years is too less. It should increase with Inflation.	No Change



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	30		
36	2.24 (RFP) page 30	What is the logic of SDMC behind 60%-40% payment for collection of waste from Dhalaos and Open sites? If a citizen is not available at the time of arrival of auto tipper (say someone works in a call center or leaves home early morning) and that citizen disposes off the MSW in the nearby bin or Dhalao in the evening, then why should be concessionaire be penalized for it?	No Change
37	2.24 (RFP) page 30	How much payment would be given for collection of MSW or Street sweeping waste from Bins?	Refer RFP Clause 2.24 and DCA Article 13.6
38	2.25 (RFP) page 30	GST bill has already been passed. As such Service Tax or GST (if applicable) should be paid by SDMC	Refer RFP Clause 2.25 and DCA Article 14.9
39	3.1.1 (Note-2) (RFP) page 31	When blacklisting/termination of associate is being considered for disqualification as per clause 2.1.11-2.1.15, then why is only 26% ownership being permitted for qualification? For claiming experience, more than 51% ownership i.e. associate should be must. Or For disqualification also, 26% common shareholding should be considered.	No Change
40	3.1.1(a) (RFP) page 31	Please explain the logic for allowing last 10 years' experience when CVC guidelines suggest seeking last 7 years' experience? Any logic for change in tender condition?	Query beyond the scope of pre bid meeting covered in clause 1.2.10 of RFP document. Also refer clause 2.7.2 of RFP document.
41	3.1.1(b) (RFP) page 31	Please explain the logic for allowing experience of C&D Waste, Drain silt etc when it is not under the scope of work?	Query beyond the scope of pre bid meeting covered in clause 1.2.10 of RFP document. Also refer clause 2.7.2 of RFP document.
42	2.1(f) (PIM) page 7	GI/SS sheet would be too heavy. A combination of GI sheet with plastic should be permitted.	No change
43	2.1 (k) (PIM) page 8	Why can't auto tippers dispose off MSW in FCTS?	No change
44	2.1.(p) (PIM) page 8	In the 2nd tender call awarded to IL&FS, auto tippers in the corrigendum were permitted to collect MSW from informal waste collectors and litter bins. Would that be permitted?	Concessionaire may also synchronize his street level collection/door to door collection with the informal sectors already engaged in the door to door collection.
45	2.1(s) (PIM) page 8	How will mixing of commercial waste and residential waste and street sweeping waste affect SDMC when more than 50% Delhi is under Mixed land use? It will lead to wastage of public money and environmental pollution due to under-utilization of vehicles and resources. e.g. One Auto tipper will have to come to collect	On account of the different nature of waste, separate collection system for commercial/institutional has been



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		waste from a ground floor shop and another auto tipper will have to come and collect MSW from 1st , 2nd and other floors.	proposed.
46	2.1(v) (PIM) page 8	Can auto tippers collect waste from such informal waste collectors?	No Change
47	2.2(f) (PIM) page 11	2.2(f)/11 Can SDMC show any such Auto Tipper operating in India?	Vendors are available in the market for the manufacturing of such mechanism.
48	2.3(e) (PIM) page 12	How is it different from MSW? How will it affect SDMC?	No Change
49	2.4(h) (PIM) page 13	Can MTS be reduced in lieu of FCTS?	Clause 2.4 h is self explanatory
50	2.3(i) (PIM) page 13	Instead of installing GPS on auto tippers SDMC is exploring such impractical and expensive options. Kindly reconsider.	No change
51	2.4(j) (PIM) page 13-14	13/14 a. Can the capacity of shovel be more than 1.5 cu m? b. Can the capacity of container be more than 10 cu m as permitted in previous tender? c. Instead of hydraulically charging, would SDMC allow mechanical charging?	No Change
52	2.5(c) (PIM) page 14	Who will notify the rates?	It would be done in consultation with SDMC
53	2.7 (PIM) page 15	Will one time civil work be done by SDMC as being finalized in previous tender call?	Please refer clause 2.7 c of PIM
54	2.7(m) (PIM) page 16	This condition is practically impossible which may be verified from current situation.	No change
55	2.9 (PIM) page 16-17	One time civil work should be done by SDMC	No Change
56	2.11.4.2(e) (PIM) page 25	It is not practical. Two working days should be given for repairing of GPS.	No Change
57	(PIM) Page 40 – 42	All material/infrastructure/creative should be provided by SDMC free of cost.	No change
58	4.2.7.1 (PIM) page 77	Three wheelers also needs helpers. Driver cannot collect MSW from Door to Door Lease clarify the difference between Street level collection and Door to Door collection	Please refer the Clause 2.1 of PIM
59	4.2.7.7 (PIM) page 81	Assessment of number of Hook Loaders is incorrect.	It is minimum requirement
(PIM) annexure-II form page 104-114			



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60	1(a d)	In case of non deployment of an auto tipper, will all the four penalties in 1(ad) be imposed separately or only one will be imposed?	No change
61	1(b)	Instead of Rs. 1500 for each route, it should be Rs. 1500 for each Auto Tipper as one Auto Tipper can have more than one route	No change
62	1(g)	Vehicles will not operate on a railway track but roads of Delhi where operations are affected by Traffic police Mob Protests, Rains, Accidents, Jam at SLF etc. Incase Auto Tipper disposes off MSW in some other nearest MTS, how will it affect SDMC or will it cause any inconvenience to citizens? Penalty of Rs. 5000 seems illogical here.	No change
63	1(h)	What if wrong waste is disposed off by citizens or SDMCs Safaikaramcharis? e.g. A citizen disposes off few bricks or a bag of construction waste in the bin While lifting it might or might not be visible to driver. Why should be Concessionaire be penalized?	No change
64	2(a)	Rs. 3000 and Rs. 1000 per hour for unlimited hours is extremely harsh. There should be maximum capping. E.g. In case of major accident or major traffic jam	No change
65	3(b)	Will this penalty also be imposed with 1(a d)? If yes, effectively, not operating one Auto Tipper will lead to penalty of Rs. 50000 per day per auto tipper atleast.	No change
66	3(g)	Rs. 500 penalty for no uniform is too harsh.	No change
67	5(a)	There should be a cap on per hour bases penalties.	No change
68	7(a) page 110	For waste collected from Dhalaos, 40% deduction under this clause and 40% - 60% payment as per clause 2.24(Page 31 of RFP), Both will be implied or one? Please clarify	No change
69	8(a-b) page 111	Since citizens are responsible for Segregation as per PIM, would this penalty be imposed on citizens or Concessionaire?	No change
70	8(b) page 111	Why should the concessionaire be penalized if citizens do not segregate?	No change
71	8© page 112	It will always have 5%-15% inerts. Not even a single vehicle will pass the test.	No change
72	9(a) page 112	What if wrong waste is disposed off by citizens or SDMCs Safaikaramcharis? e.g. A citizen disposes off few bricks or a bag of construction waste in the bin, While lifting it might or might not be visible to driver. Why should be Concessionaire be penalized?	No Change
Draft Concession Agreement			
73	12 COD	120 days is impossible to achieve COD. Atleast one year period should be given as arranging loan (Financial closure), vehicle procurement will take time. Euro IV chassis in 6*4 variant (For MSW Application) is also not available readily. It can also be verified from Tata and Ashok Leyland. Thereafter fabrication is also a time consuming exercise.	No Change
74		Please confirm 24*7 Motorable roads at disposal site. During Monsoons, vehicles get severally damaged due to kucha roads and there is a que of 2-6 hours.	No Change



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75	2.2	What will the Concessionaire do with the infrastructure already procured?	No Change
76	2.4	Concession Period should start from COD only. Further 120 days should start from the date of signing the agreement.	No Change
77	4.1(e & f)	It is a pre requisite for any Bank. What if the permission is delayed by SDMC?	No Change
78	5.2(b)	Often SDMC upon insistence of political leaders seek major modifications in Dhalaos this should also be borne by SDMC. One such Dhalao has been modified (major civil work) thrice by us.	No Change
79	9.5	9.5 Overall one year should be given for COD	No Change
80	11.1	We understand that overall penalties and deductions are capped to 15%. However it should be reduced to 10% as per CPWD manual.	No Change
81	13.7(a)	"May release" should be replaced with "will release"	No Change
82	Termination Payment	The clause for Termination Payment should be modified as no Bank would finance such a high risk project without securing off its investments.	No Change

S.No.	Clause	Description	Query	Reply
83	2.20 (RFP) page 28	<p>Inflation Adjustment – To give effect to inflation / deflation following procedure shall be adopted.</p> <p>(i) Various cost components are assumed as follows:</p> <p>(a) 5% of CTC towards high speed diesel oil component.</p> <p>(b) 2% of CTC towards CNG component.</p> <p>(c) 45% of CTC towards labour component.</p> <p>(d) 33% of CTC towards rest of the component.</p>	<p>Diesel Price in last four months increased by almost 10% as per GNCTD data and minimum wages are increased almost 47% as per the latest notification issued by Government of India.</p> <p>This major cost factor will have huge impact on the variation in the project and derives to negative flow after one year of the operation.</p> <p>We suggest you to have the inflation adjustment factor as inflation adjustment factor as follows:</p> <ul style="list-style-type: none"> • 15% of CTC towards High Speed Diesel Oil Component. • 4% of CTC towards CNG component • 50% of CTC towards labour component. 	Clause 2.20 has been amended vide addendum no.2



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			<ul style="list-style-type: none"> 31% of CTC towards the rest of the component 	
84	Vol-I (RFP) clause 8 page 68	In case the bank delays in making payments within 15 days of invocation of the guarantee, the bank is liable to pay interest on the amount due @ Bank PLR beyond the 15 days from the date of receipt of invocation letter by the bank.	The schedules banks are not accepting to issue the bank guarantee with this interest clause mentioned in the bid security. Hence we request the authority to amend the appendix by considering the standard banking rules and procedures.	No Change
85	Vol-II (PIM) clause 2.1b page 7	Waste Generators shall be responsible to segregate and store the waste generated by them in three separate streams namely Bio-degradable, Non-Biodegradable and domestic hazardous waste in suitable bins and handover segregated wastes to the authorized waste picker of waste collectors as per the direction or notification by the SDMC time to time.	Please specify the supply of bins to domestic generator is part of the scope / entrusted to the concessionaire. Also we request to clearly indicate the details of various bins to be supplied under this concession / agreement.	Supply of bins to households is not part of scope. Moreover, details of bins are mentioned in annexure-III.
86	Vol-II (PIM) clause 2.7-I page 16	If non-conforming waste is found, Concessionaire shall transport such waste to the specified disposal sites at own cost.	We presume under this project / concession the concessionaire is responsible to collect the conforming waste i.e. Bio-degradable, Non-biodegradable and Domestic Hazardous waste as per the MSW Rules 2016. Any other non conforming waste should be taken care by the authority, if the collection and transportation of non conforming waste is done by the concessionaire, the authority should provide appropriate compensation. Kindly review and issue the necessary amendment in terms of cost on collecting the non-conforming waste, which is not in the scope of the bidder /	No change



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			concessionaire.	
87	Vol-II(PIM) Clause 2.9C page 17	Workshop Locations to be provided by SDMC for each Zone. South – Workshop at Okhla / Bhati Mines. West – Workshop at Subhash Nagar / Bakkarwala. Land for the workshop shall be provided to the Concessionaire on a nominal rent at Rs. 1/- per 100 sq.m. per annum.	Please indicate the land availability at the respective workshop indicated in the tender document. And also re specific the rent to be payable to SDMC for use of SDMC property as there are discrepancy between Vol-II and Vol-III in terms of Rent payable to the SDMC.	No Change
88	Vol-III clause 5.1 page 12	SDMC shall handover secondary collection points, workshop sites and parking lots in respective concession area on as-is-where-is basis, free of charge for the use by the concessionaire for the purpose of the project during the concession period.		Query not Clear
89	Vol-II (PIM) Table 25 page 59	List of Ward Wise Colonies of South Zone – Colony Category.	Please briefly specific the colony category as mentioned in the PIM for each zone.	Query not clear
90	Vol-I (RFP) page 64 Format for Financial bid	Total CTC per day	In the given Financial Bid, you are asking to derive the Total CTC per day by multiplying with respective quantities of each zone. The quantities mentioned in the tender documents are based on current trends and assumption made by SDMC. We suggest that there should be Quantity Variation Clause to compensate the variations of quantities collected and transportation. Kindly amend and provide the financial bid on unit rate of CTC only instead of asking for the Total CTC / Per Day. If the quantity is exceeding than the indicated number, how it will be paid	No Change



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			and if the quantity is reduced how it will be paid.	
91	Annex-III clause 11.2 Article-11	Penalty amount exceeding 15% of the gross monthly invoice calculated as per Annexure-II of PIM and Schedule of this agreement shall be waived, provided in a case where penalty cap of 15% is breached for six consecutive months.	The penalty cap of 15% is not reasonable and this is at very higher side when compared with other ULB's C&T tenders. We request you to consider the cap of 10% penalty for the six consecutive months.	No Change

S.No.	Reference	Clause	Query / clarification / suggestions	Reply
91		General query	Whether SDMC has prepared the cost estimation for the Project? If yes whether the same has been approved from the competent authorities including SDMC standing Committee? If the same has been yet not done; kindly get the same done before submission of bids and intimate us. The reason beyond this is, since this is the sixth time SDMC has called the tender for collection & transportation of MSW and out of which estimation approval was one of the reasons for cancelling one of the previous tender.	Query beyond the scope of pre bid meeting covered in clause 1.2.10 of RFP document. Also refer clause 2.7.2 of RFP document.
92		General Query	Kindly confirm why the name of the project has been changed from Primary collection / Door to door collection to INTEGRATED COLLECTIN & TRANSPORTATION OF MSW.....	Query beyond the scope of pre bid meeting covered in clause 1.2.10 of RFP document. Also refer clause 2.7.2 of RFP document.
93		General query	Kindly confirm the reason for exclusion of Najafgarh Zone from this bid? As in one of the previous tenders it has been the part of tender, however this is third time when the Najafgarh Zone has been excluded from the bidding part, kindly confirm the reasons.	Query beyond the scope of pre bid meeting covered in clause 1.2.10 of RFP document. Also refer clause 2.7.2 of RFP document.



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94	Clause 2.21.1 (RFP) page 28	User charges	Whether SDMC will take any legal action against the ones who don't pay the user charges/	Refer clause 2.21.1 page 29 of RFP document
95	Clause 2.2.13 page 16 (RFP)	Any applicant / bidder including any consortium member or associate should, in the last three year have neither failed to perform any contract Failing which the bid shall be treated non responsive.	Kindly confirm whether any bidder company including their associate / subsidiary / group company has been failed to performed any contract in last three years shall be allowed to participate in this tender? Whether they will be treated as qualified bidder or not? Moreover if any bidder company including their associate / subsidiary / group company has been terminated from any contract are allowed to participate in this bid or not? Even, if they bid whether they will be treated as qualified bidder or disqualified bidder? Kindly confirm the same.	Refer clause 2.1.11, 2.1.12, 2.1.13, 2.1.14 & 2.1.15 for clarification.
96	Clause 2.1.17 (RFP) page 17	One bidder one zone policy shall apply to only this tender process irrespective of the outcome of earlier tender process. However concessionaire / contractors already working in other zones with SDMC / EDMC / NDMC or New Delhi Municipal Council in similar projects are eligible to bid as per terms of this RFP.	Here it must be notice that previously in a similar tender SDMC has awarded a contract to IL&FS in which the condition was mentioned that one bidder will be allowed for one zone only. Later on SDMC has cancelled all other bids and awarded the work of IL&FS only; nevertheless again SDMC is allowing the same concessionaire to become a part of bid and may award another zone; thus why one bidder one zone policy is adopted by SDMC in this tender specifically? Either the same condition should prevail or let the lowest bidder should get all the zones in this tender as well? Kindly decide accordingly.	No Change
96	Article 1, point no. 12	COD or Commercial Operation date this date shall	Kindly extend the time till 180 days from the date of issuance of LOA; 120 days time is too	No Change



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	(DCA) page 4	not be beyond 120 days from the date of acceptance of LOA.	short to achieve the same.	
97	Clause 2.5(I) PIM page 15	Concessionaire shall not close the recycling centres at any time in any circumstances.	It is not necessary to operate the recycling centers 24x7; one shift is more than sufficient for the same. Hence kindly change the same accordingly.	No change
98	Clause 2.6 (PIM) page 15	Deposition Centre for domestic Hazardous Waste.	Hazardous waste cannot be collected separately due to lack of knowledge among the public about waste, though IEC is part of contract, however it is far difficult to educate entire public in a span of months. Hence the same needs to be excluded from the scope of work. Moreover disposal for the same will also be a problem.	No change
99	Clause 4.1.7.7 (PIM) page 59	Other vehicle requirement.	24x7 would require 3 drivers in a day, which is not required; we suggest the same should be deleted from the scope, as it will increase the cost unnecessarily. Kindly delete the same or modify as per actual requirement.	No change
100	Clause 2.24 (RFP) page 31	Deduction for non-performance (table) From COD – Waste collected from Dhalaos and open sites shall be paid only 60% of the fee quoted in 1 st year. 50% of the fee quoted in 2 nd year. 40% of the fee quoted in 3 rd year.	Here it must be noted by SDMC, that after being putting so many efforts by with such high end system in place like reporting formats, GPS system, RFID, Project Monitoring Consultants, Software's etc. moreover dedicated vehicles for collection of waste from Street Collection. etc. if we do not get the waste due to the default of waste generators (if they don't give their waste to the collection vehicles for whatsoever reasons) then such waste suppose to be come at Dhalaos and we will be forced to lift the waste from dhalaos even after depending the collection vehicles for street	No Change



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			<p>level collection. Therefore, concessionaire should be paid @100% even from dhalaos, concessionaire is making all the efforts but even after that if waste comes at dhalaos where does the fault of concessionaire.</p>	
101	Clause 3.3 (i) (RFP) page 32	Supporting Document – Copy of the agreement with the concerned client.	<p>Though there are no issues in submission of agreements; however it will make a submission heavier when bidder is claiming 5-6 projects experience. To claim the experience, a certificate issued by respective client is enough to prove the work experience. Kindly clarify.</p>	No Change
102	Clause 13.7 page 28-29	It has been mentioned that 75% payment may be made immediately and 25% within 15 days after approval of Executive Engineer and from 7 th month onwards after submission of corrected invoice thereafter within 15 days after approval of Executive Engineer.	<p>We appreciate that the deadline has been agreed by SDMC, however kindly define the meaning of immediately in terms of number of days in which the 75% payments will be made to concessionaire by SDMC. Moreover here it must be notice that SDMC has put the entire knife on concessionaire by mentioning all the possible penalties and non performance penalties cost cutting. However, kindly also incorporate the interest payment on delayed payments. Kindly let us know if the payments are not made by SDMC within the given time frame given in document, then what would be the interest any concessionaire will get for the delayed period. Since the cash flow will be designed accordingly and any late payments will definitely impact the performance of contract and also hit the financial of concessionaire. Hence kindly clear the same.</p>	No Change



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103	Data sheet point 6 Page 7 Schedule of bidding process	Bid submission Due date 29.9.2016	Sir, since we are a Mumbai based company; we will have to do the entire study of SDMC area including households, Commercial establishments and dhalaos, present model etc.; thus we humbly request SDMC to extend the bid submission date by 21 days from the date of reply of pre bid queries in order to get sufficient time for complete study to prepare a best proposal & competitive offer for the aforesaid project.	Bid submission due date has been extended vide addendum No. 2.
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S.No.	Reference	Query	Suggestion if any	Reply
104	2.1.17 (RFP) page 17	Query – One bidder one zone irrespective of outcome of earlier tender process – Reason for query – SDMC has applied, a one bidder one zone policy in the current and previous tender, which was awarded to the successful bidder. It's evident that this was done by SDMC to reduce dependency on a single company being awarded multiple zones for managing MSW etc in Delhi. Keeping in view the reason for implementing this policy in the previous tender which has already been awarded, it is in favor of SDMC to cater the result of the same in the current tender and disallow a newly appointed concessionaire in one zone of SDMC to bid.	The outcome of previous tender should be consider for one bidder one zone policy of SDMC.	No Change
105	Appendix VI (RFP) page 64-65	Query – Waste tonnage for the evaluation is not appropriate SDMC should provide realistic figures for quantification of waste tonnage. Reason for query – As DWM is one of the concessionaire carrying out the C&T operations in the South zone where the average waste tonnage for the year 2016 is approx. 600 tonnes	Please provide the actual tonnage from tipping data available with SDMC as on date so that the costing for the respective zones may be carried out.	No Change



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S.No.	Reference	Query	Suggestion if any	Reply
		per day. This would help the bidder to estimate their bid correctly. Moreover this information is readily available with the department.		
106	2.1.I, 2.6c (PIM) page 7 & 15	Query – Disposal of domestic hazardous waste. Reason for query – As per the SWM Rules 2016, Domestic Hazardous waste is to be deposited by the generator. As per PIM, it is to be collected by concessionaire. The waste is supposed to be collected by AT 1.75 having separate compartments for Dry and Wet waste. It will become difficult to carry a third kind of waste in the same vehicle. E waste, BMW and other such kind of waste generated from the HH level shall also be under the Domestic Hazardous which requires particular handling techniques and also requires necessary clearance and approvals from DPCC/CPCB which the concessionaire cannot ensure that the same maybe granted	Domestic hazardous waste generated should not be the part of the contract.	No Change
107	2.1 u (PIM) page 8	Query – Concessionaire have to achieve minimum collection target of 50%, 65% & 75% from HH in respective years from COD through primary collection. Reason for query – Concessionaire should not be penalized if the public at large doesn't use the primary collection services being deployed by the concessionaire even after rigorous IEC activities.	The penalty should be removed but the collection targets can remain as it is.	No Change
108	2.1.I, 2.6 c (PIM) page 15	Query – Disposal of domestic hazardous waste. Reason for query – In Delhi there is no facility for disposal of domestic hazardous waste. Kindly provide us the location where the concessionaire needs to dispose of such waste.		Concessionaire has to set up domestic hazardous waste centres in consultation with SDMC and further disposal/transportation of the Domestic hazardous waste, which shall be very small in quantity, to the end disposal site, shall be done as per the direction of the SDMC.



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S.No.	Reference	Query	Suggestion if any	Reply
109	2.7, j& k (PIM) page 16	Query – Non confirming waste including C&DS waste shall not be allowed to be dumped at SCP's. Reason for query – Illegal dumping of the C&D waste is not a fault of Concessionaire despite of IEC activities and deployment of manpower at the dhalaos. Concessionaire has no power to penalize or take any strict action against anyone who is dumping the waste so controlling the type of waste being dumped becomes impossible. So the collection and transportation of C&D waste dumped at the dhalaos should be catered by SDMC at its own cost.	Concessionaire shall timely inform the SDMC and also after self-reporting of the same, SDMC should carry out the C&T works to be designated site at its own cost. Or SDMC may provide financial assistance for the same if the concessionaire carries out the work.	No change
110	2.7,e (PIM) Page 15	Query – Dhalaos receiving less than 8 tons how can they be kept clean at all times? Reason for query – It is to be noted that the dhalaos where tonnage is less than 8 tons need not to be manned for more than 1 shift. So how it possible to that cleanliness shall be maintained in 15 mt radius from the periphery? It is not possible to control littering by the public.	The clause is should be applicable for only those dhalaos where the tonnage is more than 8 tons. As these dhalaos shall be manned and hence littering of waste can be controlled.	No change
111	3.3, a (PIM) page 8	Query – Correction required for IEC strategy period which is mentioned seven years instead of 8 years in the PIM document.		It is for 8 years
112	DCA	Query – COD shall not be more than 120 days. Reason for query – The COD period for the project should be at least 180 days as financial closure, procurement & deployment of equipment and manpower will take at least 2-3 months from signing of the CA.	Kindly modify the COD from 120 days to 180 days as was in the previous tender as well.	No Change
113	2.7(i) (PIM)	Query – Concessionaire shall ensure that	Can we presume the	No change



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S.No.	Reference	Query	Suggestion if any	Reply
	page 15	different color bins are used depending on the type of waste received. Reason for query – As per RFP dated 25/6/2014, it was clearly mentioned that the concessionaire has to place different color bins depending on the type of waste received. As per the observations in central zone, this has not been implemented. Has SDMC modified this requirement?	same to happen for the current tender as well.	
114	2.11.4 (PIM) page 24	Query – SDMC appointed IT Consultant shall be prescribing the system and types of hardware to be installed. SDMC shall anchor the main MIS software and the concessionaire shall be responsible to install the compatible hardware. Reason for query – As per RFP dated 25/6/2014, the same clause regarding the IT consultant was mentioned. As observed in the current scenario, no IT equipment has yet been deployed for centralized and effective monitoring of the operations.	Can you please provide with time line for implementation of IT system? Also in absence how will the payments be made, since all the penalty system is based on the IT system? How is the payment being made now, so that the same can be planned by us?	In such situation SDMC shall monitor the project departmentally and verify the bills from other authentic record.
115	2.10 (j)/ 2.11.3 (PIM) page 18/23	Query – Customer care number should be displayed on all bins and assets. Customer Care Centre shall be established which shall be operational from 7 am to 10 pm on a daily basis. Reason for query – As per RFP dated 25/6/2014, the same clause regarding the Customer Care Centre being established and mentioned on all project assets is mentioned. As observed on the ground, no complaint number has been mentioned on any of the bins/ vehicles deployed by the new concessionaire in	Is there any relaxation in the tender?	No change



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S.No.	Reference	Query	Suggestion if any	Reply
		Central Zone.		
116	2.7(e) (PIM) page 15	<p>Query – All Dhalaos where waste is coming more than 8 tons shall be manned 24x7</p> <p>Reason for query – As per RFP dated 25/6/2014, the same clause regarding manning of Dhalao's 24x7 has been clearly stated.</p> <p>As observed in the present scenario for the contract awarded to the new Concessionaire for Central Zone, the same is not being followed.</p>	Has SDMC relaxed this condition as this would have a huge difference in tipping fees?	No change

S.No.	Reference	Query	Applicant suggestion	Reply
117			After saying this, we have to mention that we find very difficult if not impossible to quote with the required quality this tender (and we think that any other international company would be in the same situation) within the period of three weeks. As I mentioned in the meeting this morning only getting a Business Visa for India it takes from 7 to 10 days, so we cannot send our technical team to study properly the project in the field. That's the reasons why we ask for more time.	Bid submission due date has been extended vide addendum No. 2.
118	2.7 c	As SDMC will refurbish the existing Dhalaos that includes the possible equipment, electricity, water or other requirement f these "transfer stations"?		It is self explanatory
119		Are there dedicated spaces (garages) for the three wheelers and the rickshaws?		No Change
120	2.6 (PIM)	We need to know the details of what would be the		No change



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S.No.	Reference	Query	Applicant suggestion	Reply																						
		requirements of the facilities for hazardous waste.																								
121	2.5 (PIM)	Recycling center – the details of the machinery needed for these kind of facilities is not detailed, we need more specifications to be provided.		Minimum requirement is given in clause 2.5. However, Concessionaire can worked out more detailed requirement																						
122		Landfill tipping fee is unique or there are several depending on the waste fraction? Please detail if so.		Please refer RFP																						
123		Is it possible to know the density of the waste in average?		Make your own assessment																						
124	Table 12 (PIM) page 51	We don't understand the difference between 999,10 and 663,65, could you please explain? <table border="1" data-bbox="548 591 1284 938"> <thead> <tr> <th>Population</th> <th>Per capita</th> <th>Total waste</th> <th>Waste MT</th> <th>Gross per</th> <th>Residential</th> <th>Commercial</th> <th>Hotels &</th> <th>Dairy waste</th> <th>Street</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>1396828</td> <td>261.07</td> <td>364669885.</td> <td>999.10</td> <td>0.715</td> <td>533</td> <td>75.38</td> <td>10</td> <td>0.25</td> <td>45.02</td> <td>664</td> </tr> </tbody> </table>	Population	Per capita	Total waste	Waste MT	Gross per	Residential	Commercial	Hotels &	Dairy waste	Street	Total	1396828	261.07	364669885.	999.10	0.715	533	75.38	10	0.25	45.02	664		It is self explanatory
Population	Per capita	Total waste	Waste MT	Gross per	Residential	Commercial	Hotels &	Dairy waste	Street	Total																
1396828	261.07	364669885.	999.10	0.715	533	75.38	10	0.25	45.02	664																
125		Is there any limit in the waste collection quantity? If we collect more than estimated what would be the consequences.		Minimum collection																						
126		We understand that C&D and Green Waste is not included and so the Concessionaire will not be responsible for collecting it, isn't it?		Collection & transportation of C&D and green waste is not the scope of project																						
127		We suppose that mechanical sweeping can only be performed in wide streets, for narrow streets we understand that other systems will be acceptable?		Not relevant																						
128		Bins are to be supplied for the contract or existing binds can be used?		Query not clear																						
129		The concessionaire will have to provide a door to door collection in the residences is there any way to estimate the		Make your own assessment																						



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S.No.	Reference	Query	Applicant suggestion	Reply
		number of these residential units?		
130		Is there any insurance of payment provided by Central Government in case of needed?		Refer DCA Article 9.7
131		M/s. URBASER has clearly mentioned that the above queries are the first set of questions. Further, they mentioned which is reproduced as under; “Because we haven’t been able to review the sites we probably will have other questions that we cannot anticipate now.”		Bid submission due date has been extended vide addendum No. 2. However no further opportunity shall be given for submission any pre-bid queries.