

Mysore City Corporation
Development of Landfill facility and capping of existing dump site
Reply to queries received from Bidders at Pre-bid meeting held on 18-03-09
Date: 08-04- 2009

No	Queries	Responses
1.	As per clause 1.6 Instructions to Bidder / page no 5 the validity period is shown as 9 months whereas as per clause no 5 / page 7 the same is 40 weeks. What shall be considered by bidder	It is clarified that the proposal must be valid for a period of 9 months from the Proposal due Date.
2.	The scope of work includes the scientific closure of Existing Dump site, However no details about the payment for such work are provided. Since the work is of initial period of six months, the same can not be covered under tipping fees. We shall thank you to indicate Mode of payment and terms of Payment for the closure of existing dump site?	It is clarified that the Bidders may include the cost of capping the existing dump site in the tipping fee (Financial Proposal) to be quoted by the Bidder.
3.	What are the items included in the site development work? Such as Internal	The site development activities are listed in schedule 1,2 and 3.
4.	What is the source of power supply which shall be made available for project construction & operation? Please provide details.	The Bidder has to get the Electricity Connection from the Supplier Company CHESCOM (Chamundeshwari Electricity Supply Company)
5.	Please provide us detail about landfill height restriction and Maximum allowable height for landfill as approved by Airport Authority.	The height of landfill is restricted to 15m.
6.	Please provide copy of the Geotechnical investigation report of proposed site preferably soft	Each bidder should conduct its own investigations & analysis to check the ground water quality and air quality parameters with the standards
7.	Please provide the site layout plan showing the boundaries, STP discharging facilities, and other features existing. The map may be provided in soft copy in Autocad2004, or higher version.	Will be provided, soft copy will be uploaded in the website
8.	Please provide contours of the entire site and spot levels taken. Also it should have the Bench Mark, and the Road levels up to the approach from main highway	Will be provided

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9.	Please provide detailed composition of the waste coming to this site. The result shall be based on testing of waste for a longer period of at least a year, you have placed restriction on the Landfill inert to be only 10% and hence this information is very vital.	<ul style="list-style-type: none"> Composition of waste indicated in our report is of typical MSW based on population density as indicated in CPHEEO manual on solid waste management. The inert and rejects coming for landfill are in the range of 24% as indicated in the material balance chart. Achieving of the above percentage is feasible only when the revamped processing unit at 400 TPD for handling organic waste to compost is in full operation. <pre> graph TD MSW["MSW 100% 325.00"] --> Platform["Platform 95.00% 308.75"] MSW --> Direct["Direct to Landfill 5.00% 16.25"] Platform --> Remnants["Remnants 63.7% 196.77"] Platform --> Compost["Compost 26.27% 81.11"] Platform --> NonBio["Non-biodegradable 0% 0.00"] Platform --> Recycling["Recycling 10.00% 30.88"] Remnants --> ToLandfill["To Landfill 20.2% 62.28"] Remnants --> AsMoisture["As moisture 43.6% 134.49"] Direct --> Landfill["Landfill 20.17% 62.28 5.00% 16.25 0.00% - Total: 78.53 % 24.00%"] </pre>
10.	What is the minimum assured Waste Quantity?	The estimated assured waste quantity would be 90 MT per day
11.	What will be expected waste quality (Waste Characteristics) from concession area mention in RFP?	The waste coming for landfill shall be inert and the rejects from the processing unit as shown in the material balance chart.
12.	What are the clearances to be obtained by concessionaire?	Following are the clearances / Approvals required: -Air and water Consent from the local pollution control board-applied for renewal -Environmental clearance from SEIAA-applied for consent -Airport authority clearance-applied for consent
13.	Details regarding the quantum of waste lying at existing dump site, the scope of work for closure such	<ul style="list-style-type: none"> MCC can provide quantum of waste dumped at two different dumpsites based on their records.

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	as reformation of dump, shifting of waste etc needs to be provided.	<ul style="list-style-type: none"> Besides in the proposed landfill site there are approx. 80000 cum (as indicated by MCC) of waste which needs to be shifted among the two dumpsites prior to capping.
14.	As per the page no 7 of RFP document, EMD will be either in the form of Demand Draft or Bank Guarantee, but the format of Bank Guarantee is not provided in the RFP, kindly provide the same.	It is clarified that the format of the Bank Guarantee provided in Schedule 9 of the Concession agreement which could be used for submission of EMD.
15.	In the Project Information Memorandum specified that the coconut trees exist in the site and to construct landfill we have to remove trees. Hence who has to bear the cost of the removal of trees and is there any permission required? If so will it be made available?	The cost of removal of the existing trees will have to be borne by the Concessionaire. MCC would assist the Concessionaire in obtaining the required approval from the concerned agency.
16.	Please arrange the contour map and site layout of the proposed landfill site duly indicating the approach road to the land fill.	Will be provided
17.	The concession period of the landfill is not clear. Please specify the concession period.	Present area of 32 acres is designed for engineered sanitary landfill above ground level; can accommodate waste for 13 years only.
18.	<p>NIT mentions that this is a JNNURM funded project but the same is not mentioned in the concession agreement. We need a clarification with respect to the percentage of the funding that the client will get from JNNURM and use for the project. Relevant clauses need to be built in.</p> <p>In such a case, the Concessionaire's the Concessionaire's payment should not be affected due to non- availability of these funds.</p>	It is clarified that as per the DPR, approximately Rs. 11 Crores would be funded for the project. However MCC would be releasing the funds as per the progress of construction/development of the Project in accordance with the project completion milestones set out in the Concession Agreement.
19.	<p>Following definitions should be defined:-</p> <ol style="list-style-type: none"> Initial Readiness Notice to Remedy 	No Change
20.	We have gone through the tender documents. A lot of information for preparation of bid has not been provided and which is as follows:	It is clarified that the Contour map and the auto cad site layout would be made available to the bidder by MCC.

No	Queries	Responses						
		4	92.57	115.71	83.29	59.49	63950	236,102
		5	99.64	124.55	85.13	60.81	67655	303,757
		6	107.24	134.06	87.12	62.23	71643	375,401
		7	115.43	144.29	89.25	63.75	75936	451,337
		8	124.25	155.31	91.55	65.4	80557	531,894
		9	133.73	167.17	94.03	67.16	85530	617,425
		10	143.94	179.93	96.69	69.07	90884	708,308
		11	154.93	193.67	99.56	71.12	96645	804,954
		12	166.76	208.45	102.65	73.32	102847	907,801
		13	179.49	224.37	105.97	75.69	109523	1,017,323
		14	193.2	241.5	109.55	78.25	116707	1,134,031
		15	207.95	259.94	113.4	81	124441	1,258,472
		16	223.83	279.78	117.54	83.96	132765	1,391,237
		17	240.92	301.14	122	87.14	141724	1,532,961
		18	259.31	324.14	126.8	90.57	151368	1,684,329
		19	279.11	348.89	131.96	94.26	161748	1,846,077
		20	300.42	375.52	137.52	98.23	172920	2,018,997
23.	Ministry of Environment & forest (MOEF), govt of India as well as state level impact assessment committee has to issue consent for establishment (CFE) to establish MSW project	MCC has applied for consent						
24.	Public hearing should be made as per MSW rules	MCC has applied for Environmental Clearance from SEIAA-(Forest, Ecology & Environment Department), awaiting clearance from SEIAA.						
25.	“Additional Cost” definition should include any additional taxes, duties, charges, cess etc.	No Change. Proviso to Article 8.6 (iii) specifically excludes the additional taxes from the						

No	Queries	Responses
		definition of Additional Cost.
26.	Definition of Concessionaire's Associates - This term is not used anywhere in the agreement and should therefore be deleted.	It is hereby clarified that the definition of Concessionaire's Associates shall be deleted from the Agreement.
27.	Definition Contractor - What is meant by material contract here?	It is clarified that the definition of Contract shall stand modified as below; “Contractor” shall mean any Person with whom the Concessionaire has entered into/may enter into any contract in relation with the Construction Works and O&M Requirements.
28.	Performance Security - Clause 5.1 - This article should clearly state that the Performance Security given by the Concessionaire shall be released forthwith upon the expiry of the stipulated period.	No Change
29.	Review of Drawings- Clause 5.3 - Timelines regarding receiving of comments/ approval from the MCC should be incorporated. The articles pertaining to any approvals and/ or review should have adequate provisions to ensure that any failure by MCC or its representative to respond within the stated time periods should be considered as deemed approval. If deemed approval is not agreeable then all delays attributable to MCC or its representatives should be excluded from the Concessionaire's fulfilling its obligations.	No Change. Please refer to Clause 5.3 (b) (iv).
30.	Following specific obligations should be incorporated:- i) Handing over of physical possession of land free of all encumbrances along with easmentary rights ii) MCC shall obtain al fiscal and tax concessions relating to the project for the	i) It is clarified that the MCC shall, within 15 days from the Appointed Date, handover to the Concessionaire on as-is-where-is basis, vacant and peaceful physical possession of the Site free from encumbrance, for the purpose of implementing the Project. ii) No Change.

No	Queries	Responses
	<p>concessionaire</p> <p>Assist in obtaining necessary infrastructure and facilities such as water, power, etc</p>	
31.	<p>You may like to get the word 'endeavour' deleted if it would affect your performance.</p>	No Change
32.	<p>Any delay in getting the permits/ authorizations, shall be to the account of MCC and Concessionaire shall not be considered to be in breach hereof.</p>	<p>It is hereby clarified that, as per Clause 5.17, The Concessionaire is not considered to be in breach of its obligations under the Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under the Agreement is affected by or on account MCC Event of Default.</p>
33.	<p>Payment - A clarification may be sought with regard to the mechanism of payment.</p> <p>If 50% of tipping fee is being paid before readiness certificate, is the 85% the balance of the amount not paid?</p>	The clause 7.1 (b) shall be deleted.
34.	<p>Post closure account - This account should be opened before starting of obligations.</p> <p>Would an agreement need to be executed for this account with the concerned bank?</p>	<p>As per clause 7.3 (a) Within 30 days from the Appointed Date, the Parties shall open a special account designated as Post Closure Performance Account for making the payments</p> <p>It is clarified that no agreement would be required to be entered with the concerned bank.</p>
35.	<p>Force Majeure - The following events should be included such as sabotage, epidemic and famine.</p>	No Change
36.	<p>The Affected Party should be granted by the other Party, extension of time specified in the Agreement for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the Concession Period by the MCC.</p> <p>Further, the agreement should clearly stipulate that the Concession Period should be extended by the period for which such force majeure event subsists.</p>	No Change.
37.	<p>Clause 8.4 (a) - 365 days period is a very long period.</p>	No Change

No	Queries	Responses
	This should be shortened.	
38.	Clause 8.4 (C) (i) - Concessionaire may not be able to hand over facilities free of encumbrances as lender may have a charge on the project facilities as concessionaire would raise finance from them, if lender's are involved	No Change
39.	EMD should be returned when performance security is furnished to MCC by the Concessionaire.	It is clarified that MCC would return the EMD once the performance security is submitted by the Bidder to MCC.
40.	Please get the relevant clauses in RFP and Concession agreement including the substitution agreement vetted by HR/IR and Finance.	No change
41.	The MCC should be requested to allow to make changes before signing agreement, if necessary, as circumstances may arise at a later stage.	No Change
42.	If there is change in rate of Taxes which materially affects the viability of the project, MCC should pay for it.	No change
43.	Clause 8.6 (iii) - If there is change in rate of Taxes which materially affects the viability of the project, MCC should pay for it.	Please refer clause 8.6 (b)
44.	Concessionaire may not be able to hand over facilities free of encumbrances as lender may have a charge on the project facilities as concessionaire would raise finance from them, if lender's are involved..	No Change.
45.	<p>Insurance proceeds as per clause 8.3 (g) shall be used to repair/rectify the project assets. In such a case the insurance proceeds cannot be considered a termination payment/compensation to the Concessionaire.</p> <p>All payments including Tipping fees due should also be paid to the concessionaire in case of termination. Performance security, if any, should also be returned. Book value of assets should also be given to the Concessionaire my MCC.</p> <p>However, termination payments for all force majeure</p>	No Change.

No	Queries	Responses
	events should be same.	
46.	Concessionaire has 120 days to cure its default whereas MCC has 180 days. Both parties should have the same cure period.	No change
47.	Pls add “subject to normal wear and tear” in the end if it is applicable to a project such as this.	No Change.
48.	Amounts due including tipping fee should be paid when agreement is terminated.	No Change.
49.	<p>Would finalization of post closure maintenance plan need approval of MCC? If yes, the timelines should be incorporated.</p> <p>When the concessionaire hands back the facilities to MCC, a certificate to that effect may be given by MCC to the Concessionaire.</p>	It is hereby clarified that, Parties jointly with the Project Engineer shall, in accordance with Schedule 4, discuss and jointly prepare the Post Closure Operating Plan.
50.	This clause should be equally applicable to both parties.	No Change
51.	<p>Clause 12.2 - Representations and Warranties of MCC In addition, the following should be included:</p> <ol style="list-style-type: none"> 1. It has adequate rights and title to the Site and is permitted to grant possession of the same to the Concessionaire. 2. It has authorized the Concessionaire to apply for applicable permits in the name and on behalf of MCC and MCC shall provide to the Concessionaire all possible assistance for the same. Further, the concessionaire shall not be deemed to be in breach of this obligation, if any such application has not been made or an applicable permit has not been obtained as a result of any non-cooperation by MCC in this regard. 	<p>No Change.</p> <ol style="list-style-type: none"> 1) Please refer clause 3.3. 2) Please refer clause 6.2
52.	The following clause on indemnification should be incorporated:-	No Change

No	Queries	Responses
	<p>“Each Party (hereinafter referred to as the “Indemnifying Party”) shall indemnify and agrees to defend and to keep the other (“indemnified Party”) indemnified and saved harmless against all costs, expenses (including attorneys’ fees), charges, loss, damages, claims, demands or actions of whatsoever nature suffered or sustained by the Indemnified Party by reason of (i) the non performance and non observance of any of the terms and conditions of this Agreement by the Indemnifying Party; (ii) acts of negligence or intentional misconduct by the Indemnifying Party; (iii) breach of the provisions of this Agreement by the Indemnifying Party; (iv) any representation and warranty by the Indemnifying Party found to be misleading or untrue; and (v) failure by the indemnifying Party to fulfill its obligations under any applicable Law (s)”.</p> <p>The Concessionaire should not be liable to indemnify MCC against third party claims save and except where such claim has arisen due to Concessionaire’s default.</p> <p>MCC’s indemnification should cover breach of obligations and representations given by it.</p>	
53.	<p>Notice to Remedy – Cure period</p> <p>All notices to remedy (Cure Period) by MCC should have a specified time frame in the relevant articles. All time periods for a Concessionaire Event of Default mentioned should be calculated from the point of time when notice regarding the same is served by MCC or its representative upon the Concessionaire.</p> <p>For all such factors (such as tests, etc) which are material in determining the timelines, payment</p>	No Change.

No	Queries	Responses
	<p>milestones and discharge of other obligation of the Concessionaire, specific time periods and standards for the same should be clearly incorporated in the Agreement</p>	
54.	<p>In the event the Concessionaire is obstructed by any person claiming any right, title or interest in or over the project facilities or any part thereof or in the event of any enforcement action being initiated by any person claiming to have charge on the project facilities or any part thereof, MCC shall, if called upon by the Concessionaire, defend such claims and proceedings. In the event the Concessionaire is required to defend any enforcement action including any attachment, appointment of receiver or liquidator being initiated by any person claiming to have charge on the project facilities or any part thereof, MCC shall indemnify and hold harmless the Concessionaire from any and all losses arising there from.</p>	No Change
55.	<p>The Agreement should clearly stipulate that the Concessionaire will not be required to assume any liability nor be held liable for work which is outside the scope of work.</p> <ul style="list-style-type: none"> <li data-bbox="323 984 940 1179">(i) No existing liabilities of MCC with regard to the project/ facilities should be transferred to the concessionaire, and MCC should indemnify the concessionaire in respect of all losses incurred by the concessionaire as a result of such claims. <li data-bbox="323 1187 940 1375">(ii) The Concessionaire shall not be considered in breach of its obligations due to occurrence of a force majeure event; or compliance with any law/ order from any governmental authority or the MCC / engineer; acts or omissions on account of a 	No Change

No	Queries	Responses
	<p>third party authorized to undertake any construction, repair or such other works by MCC or other relevant governmental authority. A specific exclusion should be created stating that any interruption in performance on the above grounds will not lead to a failure on part of the concessionaire to meet performance targets.</p> <p>The concessionaire should not be liable for any manufacturing defects or deficiencies in the facilities relating to the historical defects or any other technical defects that may exist before the date of signing or when the obligations of the Concessionaire starts, as the case may be.</p> <p>Specific exclusions of liability should be factored in the document, as the same may have a direct bearing on the other terms such as remuneration and the discharge of other obligations by the Concessionaire.</p> <p>The Agreement should clearly stipulate that the Concessionaire shall not be liable to pay property taxes in respect of the project Site or any other land being licenses/let out to the Concessionaire unless it has been agreed.</p> <p>The Concessionaire should also not be held liable for any consequences or damages arising or resulting due to the actions of any third party, e.g. any damage, nuisance, hindrance etc. caused by any third party being given the right to dig up or have access to the Site /Project Facilities. This exclusion of liability should also cover all environmental liabilities of the</p>	

No	Queries	Responses
	concessionaire.	
56.	<p>Conditions Precedent for Commencement of Concession and Timelines - The Concessionaire should not commence construction activities inter alia till the following are met:</p> <ul style="list-style-type: none"> i. Drawings, implementation plans, etc is finalized by mutual consent of the parties, ii. Vacant, peaceful, and unencumbered Site/facilities for construction/O&M is handed over to the Concessionaire along with Easementary rights to the Project Site. iii. Notice to Proceed is issued. iv. MCC removing from the site all hazardous materials from the existing facilities, prior to the handing over of the same pursuant to Concessionarie's intimation in writing or joint inspection, if any; v. MCC having provided inputs such as adequate electricity, water etc to the concessionaire; (if commercially agreed) vi. MCC should certify as a CP that all representations and warranties of MCC are true and correct as on the date of the agreement. vii. MCC should obtain its own permits (including AAI and KSPCB approval) as are necessary for the Project and the Concessionaire should take the responsibility to assist MCC only if requested by MCC and not otherwise. viii. Appointment of project engineer. ix. Opening of the post closure account.(you may like to have this as a CP as 15% of the tipping fee shall go into this account) 	No Change.

No	Queries	Responses
	<p>A period should be mentioned within which the Conditions Precedent should be satisfied. The date of satisfaction of the conditions should be certified by both parties and the same should be defined as a CP satisfaction Date. It is from this date that obligations of the parties should commence. This date may be extended for a defined period as mutually agreed between the parties. If CPs are not satisfied the agreement shall terminate automatically.</p> <p>Therefore, the timelines related to commencement of Project Facilities should commence only after such condition precedents have been met by the client and/or Concessionaire and not from the date of signing the agreement. Accordingly, the ‘Scheduled Project Completion Date’, Implementation period and the ‘Concession Period’, etc shall start from the CP satisfaction date and should suitably be modified to reflect the above.</p> <p>The ‘Scheduled Project Completion Date’ should be defined and if necessary modified in view of the CP satisfaction date.</p> <p>In case of timelines such as with regard to approval of designs, project develop plans, operations and maintenance plans etc. specified in the agreement specific time periods should be provided.</p>	

Sd/-

Health Officer, Mysore City Corporation, Mysore