

**Government of Rajasthan
Local Self Government Department**

(Directorate of Local Bodies, Rajasthan, Jaipur)

G-3, Rajmahal Residency, Near Civil lines, Railway Crossing, Jaipur

Tel No.: +91 141 2222469

Fax No.: +91 141 2222403

web site : www.lsg.urban.rajasthan.gov.in

No: F 55 () PA/CE/DLB/Processing and disposal of solid waste/Kota/2022/ 60830

Date 21/07/2022

Minutes of pre-bid meeting

A pre-bid meeting was held on 11.07.2022 in the chairmanship of DLB at Conference Hall, Sawayat Shasan Bhawan (DLB), Jaipur for following works:

S.No	Description
Package 1	Design, Construction, Establishment and development of solid waste processing plant (Compost+RDF) of 400 TPD capacity and further scalable as per requirement with O&M for 20 years on VGF basis as per Solid Waste Management Rules 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota (North).
Package 2	Design, Construction, Establishment and development of solid waste processing plant (Compost+RDF) of 400 TPD capacity and further scalable as per requirement with O&M for 20 years on VGF basis as per Solid Waste Management Rules 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota (South).
Package 3	Design, Construction and development of Sanitary Landfill Site (SLF) with O&M for 5 years on VGF basis as per Solid Waste Management Rules 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota (North).
Package 4	Design, Construction and development of Sanitary Landfill Site (SLF) with O&M for 5 years on VGF basis as per Solid Waste Management Rules 2016 as amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota (South).

The list of the participants is as per the **Annexure-A**.

- During the welcome remarks, participants informed that online tenders were invited through DLB for ULBs and published the NIB in newspapers and on website <http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in>
- Bidder shall submit their technical bid with supporting document and financial bid online on <http://eproc.rajasthan.gov.in>; digitally signed bids will be accepted. Bidder shall quote their rate in respective column of BoQ.
- As per directions of the State Government, the project authorities shall ensure clean, fair and transparent system of execution and no irregularities at any level shall be tolerated.
- A detailed discussion was done on the scope of the contract, details of work being proposed under the package, work execution and eligibility criteria etc. There is no provision of mobilization advance.
- The provisions of bid security, performance security were also explained.
- It was also informed to the bidders that based on written query the clarification / addendum if required may be issued timely prior to the bid submission date. Addendum shall be uploaded on www.eproc.rajasthan.gov.in
- All addenda shall form the part of the document & shall be read in conjunction with the bid document.
- In case there is a holiday on the day of opening of bid, activities of hard copy document submission and bid opening shall be carried out on the next working day.
- All the provisions of "Rajasthan Transparency in Public Procurement Act 2012 and Rules 2013" shall be applicable.
- Bid security DD/Bank Guarantee original copy must be submitted in office of the Director cum Joint Secretary LSG, G-3, Rajmahal Residency, Near Civil lines, Railway Crossing, Jaipur up to **05.08.2022** at 14:00 Hrs.

Pre-bid meeting was attended by the bidders and queries were raised have been clarified as Clarification, **Addendum** and **corrigendum** for date extension have been issued and enclosed.

The meeting ended with a vote of thanks to all.

Encl: As above

(Hradesh Kumar Sharma)
Director cum Joint Secretary

No: F 55 () PA/CE/DLB/Processing and disposal of solid waste/Kota/2022/ 60831-

Date 21/07/2022

Copy to following for information & na:

- PS to Secretary LSG, GoR
- PS to Director cum Joint Secretary, LSG
- CE, DLB
- FA, DLB
- Guard File

Chief Engineer

Single stage two envelopes unconditional on line bids are invited for Design, Construction, Establishment and development of solid waste processing plant (Compost+RDF) of 400 TPD capacity and SLF with O&M for 20 years on VGF basis for Municipal Corporation Kota North and South

Bids have been invited for Design, Construction, Establishment and development of solid waste processing plant (Compost+RDF) and SLF (package 1, 2, 3 and 4) at Kota North and Kota South

Pre Bid Meeting is scheduled to be held in the Chairmanship of Director & Special Secretary LSG on dated 11.07.2022 at 3.00 pm at Conference Hall Swayat Shasan Bhawan, Directorate of Local Bodies (DLB), Rajasthan Jaipur.

RECORD OF ATTENDANCE

S.No.	Name	Designation/Firm name	Phone/Mobile	email	Signature
1.					
2.	Rupinder Mathur	CE, DLB	94142 66266		
3.					
4.	Rajesh Meena	SE DLB	876488077		
5.	Om Prakash Kataria	EE, DLB	9314874191		
6.	Om Prakash Sharma	Asst DCB	9509661188		
7.	Dr. C. Prakash	Consultant	9928088290		
8.	Vivek Gupta	Sr. Asst. Manager (Regulation & Security)	9515114535	vivekumar.gupta9@reswastawatercity.com	
9.	Robert Verma	Consultant	70142286669		
10.	Vikas	Consultant	9782845664		
11.	Neeraj		8562809116		
12.	Tatipal Singh	Subthal Singh Construction	8890626439	subthal.singh@omd1991@gmail.com	
13.					
14.					
15.					

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(Directorate of Local Bodies, Rajasthan, Jaipur)
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No: F 55 () PA/CE/DLB/Processing and disposal of solid waste/Kota/2022/

60836

Date 21/07/2022

Corrigendum 1

Notice Inviting Bids (NIB) UBN: DLB2223WLR09419

Single stage two envelopes unconditional on line bids are invited for Design, Construction, Establishment and development of solid waste processing plant (Compost+RDF) of 400 TPD capacity and SLF with O&M for 20 years on VGF basis for Municipal Corporation Kota North and South.

Bidding schedule has been revised as detailed below:

Events	Earlier	Revision
Bid submission end Date & Time	28.07.2022 15:00 Hrs on http://eproc.rajasthan.gov.in	04.08.2022 15:00 Hrs on http://eproc.rajasthan.gov.in
Technical Bid Opening Date & Time	29.07.2022 at 15:00 Hrs	05.08.2022 at 15:00 Hrs through RJGETS
Submission of DD/BG etc for Bid Security	29.07.2022 at 14:00 Hrs physically at DLB	05.08.2022 at 14:00 Hrs physically at DLB

(Hrishi Kumar Sharma)
Director cum Joint Secretary

No: F 55 () PA/CE/DLB/Processing and disposal of solid waste/Kota/2022/

60837-844

Date 21/07/2022

Copy to following for information:

1. SA to Hon'ble Minister UDH&LSG, GoR
2. PS to Secretary LSG, GoR
3. PS to Director cum Joint Secretary, LSG
4. FA, DLB
5. Concerned Officer with the request to upload on <http://sppp.rajasthan.gov.in> , <http://eproc.rajasthan.gov.in> websites.
6. JD (PR), DLB with the request for publication of NIB in One leading Regional daily newspaper, one State level leading daily newspapers having circulation of 50,000 copies or more, One all India level daily English newspaper with wide circulation in which earlier NIB was published vide DIPR/C/8754/2022
7. ACP, DLB with the request for uploading on LSG website
8. Notice Board-----

Chief Engineer

Tel No.: +91 141 2222469

No. F 55 () PACE DLB Processing and disposal of solid waste Kota 2022

60845

Letter for Clarificationsweb site: www.lsg.urban.rajasthan.gov.in
Date 21/07/2022

Government of Rajasthan
Local Self Government Department
(Directorate of Local Bodies, Rajasthan, Jaipur)
G-3, Rajmahal Residency, Near Civil lines, Railway Crossing, Jaipur
Fax No.: +91 141 2222403

Sub: Design, Construction and Development of Sanitary Landfill Site of 1,30,000 Cubic Meter Capacity with Operation & Maintenance for 5 years on VGF basis as per Solid Waste Management Rules, 2016 as Amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota North & South.
In accordance to Instructions to Bidder (ITB) clause 2.2.1, the following queries were received in writing to this department from the bidders. The clarification for each query is mentioned against each for bidders reference and facilitating to prepare bid proposal and submit on time as per the bid documents. Accordingly a **clarification_1** is prepared as below:

S.No	Section No.	Page No.	Existing Provisions	Queries	Decision
1	Section III Clause 3	35	Using Forms FIN-3 and FIN-4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (1) The following cash-flow requirement 25% of total estimated cost i.e. Rs 4.41 crore, and (2) The overall cash flow requirements for this contract and its current works commitment.	Please allow auditor certificate for cash flow certificate	Bidders have to enclose CA certified. Fin-3&4 form. Bid condition shall prevail.
2	B- Scope of work	68&69	B. Procurement Entity's requirements. The proposed facilities of MCKN should have minimum following components, but not limited to, the contractor may increase the sizes as per requirements. Same should be approved by project in charge before implementation. Project in charge will assess the requirements of all components (civil, lecturer-mechanical, electrical, vehicles, etc.) and accord his consent to bidder.	Please give free hand to the bidder to design the facility as per their requirements and not to bound with minimum specific area and vehicles	Minimum components have been described but not limited to, the contractor may increase the sizes as per requirements.
3	Milestone 1.1	72	1. Start project development survey and planning, within 15 days from the date of issue of work order. Submit detail drawing of RDF and Compost Plant. Obtain all Statutory Clearances for initiation of construction of processing plant.	Statutory clearance for initiation of construction of processing plant will take approx. 3 months from PCB alone.	Milestone decided as per the minimum time in lieu of total completion period of construction of plant
4	-	-	-	MSME registered bidder - give relaxation to the bidder who is registered in MSME	Pl refer addendum
5	Clause 12.11	206	Please refer clause 12.11 mentioned on page no. 197. For the day to day monitoring, IE is provisioned in the RFP	It is requested to clarified the monthly payment and who will bear the cost of IE.	Municipal Corporation may engage IE as per Rule, and approved fee will be paid by Municipal Corporation Bid condition shall prevail.
6			VGF is fixed at Rs. 4 Cr. whereas project cost is 8 crore	Kindly give VGF as 8 crores. In the case of sanitary landfill there is no source of earning from any input as the input in itself is a reject and cost of disposing such reject is attracting high tipping fee somewhere above Rs. 1000 per ton.	
7	NIB		Bid document fee and processing fee shall be deposited through e-Grass System ad details below:	E Grass System is bid time taking process, we request the authority to provide the bank account details of the respective department for online transfer of Bid document fee and processing fees.	Account detail has been given in bid data sheet as well as NIB. Please refer bid data sheet
8	ITB Clause # 1.4.5	7	The Bidder must be a enlisted Contractor in appropriate class with the Department/ Organization. He shall furnish necessary proof for the same.	We are waste management company operating 19 Municipal Solid Waste Management Project across the country. Generally in the MSW / PPP Project there is not such procedure of getting	Please refer qualification criteria section 3

Section No.	Page No.	Existing Provisions	Queries	Decision
			registration with the ULB's etc. so we don't possess the required department enlistment certificate of registration. So we request the authority to consider the experience based on the contract agreement and client certificate submitted against the technical qualification.	
9	7	ITB Clause # 1.4.10 No Bidder who is not registered under the Sales Tax Act prevalent in the State of Rajasthan shall bid. The Sales Tax Registration Number should be quoted and a VAT/ Sales Tax Clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable to be rejected. He is also required to provide proof of Permanent Account Number (PAN) given by Income Tax Department.	Presently only GST is valid as per One Nation One Tax slab. So the respective clauses may be deleted or not applicable. If in case the authority requires the required state tax registration, please provide the prospective contractor will get it register within 15 days from the date of award of the contract.	Pl refer qualification criteria and bid data sheet as PAN and GST are required.
10	12	ITB Clause # 3.5.2 Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS.	The respective clause to be deleted because in GCC price escalation provision is provided.	Pl refer SSC price escalation not applicable in PPP (VGF) projects
11	23	ITB Clause # 6.4.2 i) The amount of Performance Security shall be ten percent	The performance security seeked under this contract is too high and unreasonable. Generally in any MSW / PPP Project the performance security will be confined to 5% of the estimated project value or annual contract value. We request the authority to amend the provision to 5% in GCC and SCC as well.	At present Performance security is 3% of the contract value as per RITPP Rules 2013 as amended time to time in form of Bank Guarantee.
12	30	ITB Clause # 1.4.1 The Joint Ventures / Consortiums are permitted /not permitted: Joint ventures are permitted Comprising not more than two (2) including lead member: The equity under JV of lead member should be 51% at the minimum and that of other member should 26% at the minimum.	Please indicate the details of exist of joint venture / consortium. Generally the consortium members can exist the project after 2 years of commercial operation of the plant.	Bid condition shall prevail
13	31	ITB Clause # 3.9.1 A Bid Security /Bid-Securing Declaration shall be required / not required: Required If a bid security is required, the amount and currency of the bid security shall be (Amount in Rupees in figures and words) : (2% of estimated cost) Rs 16,00 lacs (Rupees thirty five lacs thirty thousand only) to be remitted through Bank Guarantee in favour of Director Local Bodies, Jaipur.	Please indicate the validity of bid security, if the bank guarantee is submitted.	Validity of bid shall be 120 days BG should be valid beyond 60 days from bid validity period.
14	70	Section # V Clause # C The Contractor will have to complete the construction and establishment of sanitary landfill site within 12 months time period after award of work order	Generally the construction period of any municipal solid project / plant will start from the date of obtaining the environmental clearance and approval. So the respective clause to be amended accordingly.	Bid condition shall prevail
15		Section # V c The Contractor will have to complete the erection and commissioning of Solid Waste Processing plant within 12 months' time period after award of work order.	Generally the construction period of any municipal solid project / plant will start from the date of obtaining the environmental clearance and consent to Establish approval. So the respective clause to be amended accordingly.	Bid condition shall prevail
16	101	Clause # 1.1.18 Risk and Cost means when the Contractor fails to complete the Contract despite due notices, the procuring entity may terminate the Contract with full 10% compensation and/ or measure the acceptable work done and get the balance work of the BOO/	Generally the risk and cost overhead in any type of contract will be less than 5% of the total works pending or got it done by the authority / client.	Bid condition shall prevail

Section No.	Page No.	Existing Provisions	Queries	Decision
Clause No.				
17	121	Activity Schedule carried out at the risk and cost of the Contractor and the difference of cost at which the balance work is carried out through the Department/ Organization or another agency is debited to the Contractor. Access Routes to Site: The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel.	So we request the authority to amend the clause accordingly. Generally the approach road with electricity and water points upto the site boundary to be provided by the Kota Municipal Corporation. All other internal roads, water and electricity routing and its monthly charges will be payable by the contractor / operator / concessionaire.	Approach road, electricity and water connection up to the site boundary to be provided by the Municipal Corporation. All other internal roads, water and electricity routing and its monthly charges will be payable by the contractor / operator / concessionaire.
18	144	Price Variation :	The price variation clause and formulae indicate in this tender is not applicable to the scope of work or the project model. We request the authority to incorporate the standard price escalation, which covers the following cost factors of tipping fee, 50% for Minimum Wages / Salaries, 40% for Fuel / Lubricants 10% for Heavy Machinery etc.	Price variation clause not applicable in PPP (VGF) project
19	178	Defect Liability Period (DLP)/ Defect Notification Period (DNP) is: The DLP/ DNP is 365 Days after the date of issue of Taking-Over Certificate.	Please indicate in how many days the Taking over certificate will be issued by the IE/ Officials of Kota Municipal Corporation from the date of commission of the plant.	As soon as commissioning of SLF, concessionaire may inform to Municipal Corporation than they issued the plant commissioning certificate
21	191	Vehicle Tracking and Monitoring System: The Contractor shall at his own cost and expense install a Vehicle Tracking and Monitoring System in all the vehicles used by the Contractor for processing of waste including the vehicles purchased from the Authority. The vehicle tracking and monitoring system should be able to provide the real time data related to the time, position and route taken by the vehicles and generate reports in the manner desired by the Authority.	Vehicle Tracking and Monitoring System is not required for the vehicles under this project / contract because their operation is limited within the site premises.	Bid condition shall prevail
22	199	Termination Payment for Force Majeure	We request the authority to review the subject termination clauses because those are not aligned with the standard municipal solid waste management project / PPP Project termination payments. Also, we request the authority to standard the termination payment as per PPP / DBFOT terms as follows: Force Majeure Conditions: <u>Non Political Event</u> : 90% of the Book Value of Project <u>Political Events</u> : 110% of the Book Value of Project + 80% of Pending Payments, Events of Default : Authority Event of Default : 120% (one hundred and fifty per cent) of the Book Value of Project + 105% of the unexpired / future cash flow discounted at the rate of 12%. Concessioner Event of Default : 100% (Hundred Percent) of Book Value of the Project + 70% of the unexpired / future cash flow discounted at the rate of 12%. The required	Please refer Addendum
23	201	Termination Payment for Event of defaults		

Section No. Clause No.	Page No.	Existing Provisions	Queries	Decision
			equipment's / machinery is not indicated in the tender document, who has to purchase and deploy. We request the Nagar Nigam Aligarh to confirm the Quantities and type of Equipment's To consider Operation, Repairs & Maintenance expenses.	
24	Clause # 10.1.b.i	199	The Authority has failed to make any payments due to the Contractor and more than 180 days have elapsed since such Default:	Bid condition shall prevail
25	-	-	Payment Terms:	Please refer clause 8.2 page 196
26	-	-	Interest for Delay Payments	Bid condition shall prevail
27	-	-	Extension of Submission Date	pl refer Addendum/Corrigendum
28	-	-	Standard Commercial and Contracts Clauses of MSW and PPP Project.	Please refer bid document
29	1.4.10	8	No Bidder who is not registered under the Sales Tax Act prevalent in the State of Rajasthan shall bid. The Sales Tax Registration Number should be quoted and a VAT/ Sales Tax Clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable to be rejected. He is also required to provide proof of Permanent Account	Only GST and PAN Card required

Section No.	Page No.	Existing Provisions	Queries	Decision	
Clause No.	No.	Number (PAN) given by Income Tax Department.	delete this clause for fair competition from other parts of the country. Kindly confirm		
30	3.10.14	15	The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the members of the proposed consortium or JV shall enter in to an Agreement that they shall form a legally constituted JV after the issue of Letter of Acceptance/ Letter of Intent to them and shall also declare a partner as the lead partner in whose name the Bid Security may be submitted.	Bid condition shall prevail	
31	4	36	Experience under construction contracts of solid waste management projects/remediation of Municipal Solid Waste Dump site/Landfill mining in the role of contractor, subcontractor, or management contractor for at least the last 3 Years prior to the Bid submission deadline. Bidder must be a registered Contractor enlisted with any Govt. Department/ Organization equivalent to Class AA Contractor or higher of any state of India OR Bidder must be Business Entity, Business entity means Registered partnership Firms/Proprietary/ Limited Liability Partnership Firms	Please refer Addendum	
32	CIs a) Contracts of similar size and nature	37	Participation as contractor, management contractor, or subcontractor, for solid waste management projects/remediation of Municipal Solid Waste Dump site/Landfill mining in at least Single work 80% of estimated quantity (104000 CUM) Or Two works 50% of estimated quantity (65000 CUM) Or Three works 40% of estimated quantity (52000 CUM) within the last 5 years, each which have been successfully or are substantially completed (at least 90% of the contract amount), and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics	This is SLF tender. We understand quantity mentioned is for SLF only. Pls confirm. Pls accept SLF experience and confirm as it is SLF tender.	Please refer Addendum
33	4.3.2	43	Form of Bid Securing Declaration	We understand it is applicable who are eligible not to submit bid security. Pls confirm.	Bid condition shall prevail

No: F 55 () PA/CE/DLB/Processing and disposal of solid waste/Kota/2022/60842-856

Copy to following for information & na:

1. PS to Secretary LSG, GoR
2. PS to Director cum Joint Secretary, LSG
3. CE, DLB
4. FA, DLB
5. Guard File

(Hradesh Kumar Sharma)
Director cum Joint Secretary

Date 21/07/2022

Chief Engineer

Local Self Government Department, Directorate of Local Bodies, Rajasthan, Jaipur

ADDE/NDI/M_1 (As per the provision of Clause 2.3.11TB)

Name of Work: Design, Construction and Development of Sanitary Landfill Site of 1,30,000 Cubic Meter Capacity with Operation & Maintenance for 5 years on VGF basis as per Solid Waste Management Rules, 2016 as Amended time to time and Swachh Bharat Mission (Urban) 2.0 guidelines for Municipal Corporation Kota North & South.

S. No.	Sec. No./Clause	Page No.	Earlier	Revision
1.	Section III Clause 4 (i)	35-36	(i) General Construction Experience Experience under construction contracts of solid waste management projects/remediation of Municipal Solid Waste Dump site/Landfill mining in the role of contractor, subcontractor, or management contractor for at least the last 3 Years prior to the Bid submission deadline. Bidder must be a registered Contractor enlisted with any Govt. Department/ Organization equivalent to Class AA Contractor or higher of any state of India OR Bidder must be Business Entity, Business entity means Registered partnership Firms/Proprietary/ Limited Liability Partnership Firms registered under LLP Act, 2008/ a Company incorporated in India under the Companies Act, 1956/ 2013/Society/NGO/Trust/PSU. Bidder shall furnish necessary proof for the registration	(i) General Construction Experience Experience of solid waste management projects (Processing plant/Construction and development of Sanitary Landfill Site/remediation of Municipal Solid Waste Dump site) for at least the last 3 Years prior to the Bid submission deadline. Bidder must be a registered Contractor enlisted with any Govt. Department/ Organization equivalent to Class AA Contractor or higher of any state of India OR Bidder must be Business Entity, Business entity means Registered partnership Firms/Proprietary/ Limited Liability Partnership Firms registered under LLP Act, 2008/ a Company incorporated in India under the Companies Act, 1956/ 2013/Society/NGO/Trust/PSU. Bidder shall furnish necessary proof for the registration
2.	Section III Clause (ii) a	36	(ii) Specific Construction Experience (a) Contracts of similar size and nature Participation as contractor, management contractor, or subcontractor, for solid waste management projects/remediation of Municipal Solid Waste Dump site/Landfill mining in at least Single work 80% of estimated quantity (104000 CUM) Or Two works 50% of estimated quantity (65000 CUM) Or Three works 40% of estimated quantity (52000 CUM) within the last 5 years, each which have been successfully or are substantially completed (at least 90% of the contract amount) and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics	(ii) Specific Construction Experience (a) Contracts of similar size and nature Experience of solid waste management projects (Processing plant/Construction and development of Sanitary Landfill Site/remediation of Municipal Solid Waste Dump site) in last five years which have been successfully completed at least Single work 80% of estimated quantity Or Two works 50% of estimated quantity Or Three works 40% of estimated quantity
3.	Section VI B Clause 10.2 F	201	10.2 F Termination due to Event of Default f. Termination Payments i. Upon termination of this contract agreement on account of Authority event of default, the Authority shall release the performance security, if subsisting, and the Authority shall pay to the contractor, by way of termination payment an amount equal to 100% of book value as per rules. Provided that no termination payment shall be due or payable to the contractor occurring up to 2 months from the Commercial Operational Date (COD) or before the COD and on account of the Authority event of default relating to non-achievement of COD. ii. Upon Termination of this Contract Agreement on account of Contractor Event of Default, the Authority shall pay to the Contractor, by way of Termination Payment, an amount equal to 70% of Book Value (the cost of the fixed assets incurred and financed by the Contractor for the Project, net of accumulated depreciation computed on written down value method in accordance with the rates specified in the Companies Act, 1956 and as determined by an independent firm of chartered accountants mutually agreed upon and appointed by the Parties. For avoidance of doubt, it is clarified that the Book Value shall not include cost of fixed assets funded by Capital Grant given by ULB and the Existing Assets)	10.2 F Termination due to Event of Default f. Termination Payments i. Upon Termination of this Contract Agreement on account of Authority Event of Default, the Authority shall release the Performance Security, if subsisting, and the Authority shall pay to the Contractor, by way of Termination Payment, an amount equal to 100% of Book Value. Provided that no Termination Payment shall be due or payable to the Contractor occurring up to 2 months from the Commercial Operational Date (COD) or before the COD and on account of the Authority Event of Default relating to non-achievement of COD. ii. Upon Termination of this Contract Agreement on account of Contractor Event of Default, the Authority shall pay to the Contractor, by way of Termination Payment, an amount equal to the 70% of the Book Value. iii. For the avoidance of doubt, the Contractor hereby acknowledges that no Termination Payment shall be due or payable on account of a Contractor Event of Default occurring up to 2 months from the COD. Further, the Authority shall forfeit the Performance Security on account of a Contractor Event of Default, or any other remedy available to the Authority under Law.


Local Self Government Department, Directorate of Local Bodies Rajasthan, Jaipur


S. No.	Sec. No./Clause	Page No.	Earlier	Revision
			iii. For the avoidance of doubt, the contractor hereby acknowledges that no termination payment shall be due or payable on account of a contractor event of default occurring up to 2 months from the COD. Further, the Authority shall forfeit the performance security on account of a contractor event of default, or any other remedy available to the authority under laws.	
4.	Section VII B	203	11.1 Ownership Without prejudice and subject to the Contract, the ownership of land shall remain with the MCKN at all times. However, the first charge on the project assets (excluding VGF amount as grant-in-aid component from SBM) shall remain with the Contractor till conclusion of the agreement period.	11.1 Ownership Without prejudice and subject to the Contract, the ownership of land shall remain with the concerned ULB at all times. However, the first charge on the project assets (excluding VGF amount) shall remain with the Contractor till conclusion of the agreement period.
5.	Section II Bid Data Sheet ITB 4.2.1&4.5.1	31	Bid submission end Date&Time:28.07.2022 15:00 Hrs on http://eproc.raajasthan.gov.in Technical Bid Opening Date & Time: 29.07.2022 at 15:00 Hrs Submission of DD/BG etc for Bid Security: 29.07.2022 at 14:00 Hrs physically at DLB	Bid submission end Date&Time:04.08.2022 15:00 Hrs on http://eproc.raajasthan.gov.in Technical Bid Opening Date & Time: 05.08.2022 at 15:00 Hrs Submission of DD/BG etc for Bid Security: 05.08.2022 at 14:00 Hrs physically at DLB
6.	Section II Bid Data Sheet ITB 3.10.1/ 3.10.2	31		Add as follow: Bid security exemption allowed 0.5% of total estimated cost for SSI Unit/MSME as per rules valid certificate for particular work is required as per the prescribed policy of State Government of Rajasthan in accordance to provision of RTPP Rules 2013


(Om Prakash Kalia)
EE, DLB


(Rajesh Meena)
SE, DLB


(Mahendra Mohan)
FA, DLB


(Bhupendra Mathur)
CE, DLB


(Hridayesh Kumar Sharma)
DLB&JS, LSG