

**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

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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

(Hridesh 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

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.	Rajendra Nath	CE, DLB	94142 66266		
3.					
4.	Rajesh Meena	SE DLB	876488077		
5.	Om Prakash Kota	EE, DLB	9314074191		
6.	Om Prakash Sharma	Asst DCB	9509661188		
7.	Dr. C. Prakash	Consultant	9928088270		
8.	Umesh Gupta	Sr. Asst. Manager (Regulation & Safety)	9515114539	Umesh Kumar. Gupta @presidenturality.com	
9.	Rodert Verma	Consultant	7014286669		
10.	Vikas	Consultant	9782845664		
11.	Neeraj		8562809116		
12.	Tatipal Singh	Bukhal Singh Consultant	880626439	Bukhal Singh (omd199) @gmail.com	
13.					
14.					
15.					

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No: F 55 () P A/CE/DLB/Processing and disposal of solid waste/Kota/2022/ **60851**

Date **21/07/2022**

Letter for Clarifications

Sub: Design, Construction, Establishment and Development of Solid Waste Processing Plant (Compost + RDF) of 400 TPD capacity & further scalable as per the requirements with Operation & Maintenance 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 & 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 bidder reference and facilitating to prepare bid proposal and submit on time as per the bid documents. Accordingly a **clarification** is prepared as below:

S.NO	Section No. Clause No.	Page No.	Existing Provisions	Queries	Reply
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 audior certificate for cash flow certificate	Bidders have to enclose CA certified. Fin-3&4 form. Bid condition shall prevail.
2	B- Scope of work	70 & 71	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, lector-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 Statuary Clearances for initiation of construction of processing plant.	Statuary clearance for initiation of construction of processing plant will take approx. 3 months from PCB alone.	Mile stone decided as per the minimum time in lieu of total completion period of construction of plant
4	SCC Clause 8.2	188	The Revenue Share/Tipping Fee shall be payable for the first month of the operation commencing from the Commercial Operation Date per MT of total inert quantity sent to SLF, rates shall be quoted by the Bidder in Financial Proposal.	Tipping fee should be on receiving quantity of waste in SW facility not on the inert quantity generated. If tipping fee payable on inert quantity, bidder will generate maximum inert instead to minimise the inert, which put extra burden on landfill. Our suggestion is to pay tipping fee on waste received per	Bid condition shall prevail

Section No. Clause No.	Page No.	Existing Provisions	Queries	Reply
5	-	-	ton in SW facility Assured quantity of waste per day- authority will ensure the minimum qty of waste given in the facility	The solid waste whichever produced in Municipal Corporation Kota North/South shall be delivered to plant site by concerned Municipal Corporation at their own cost
6	-	-	All waste to supply to SW facility- authority will ensure that all waste collected from door to door including commercial areas will be supply to the facility and no MSW given to other facilities like MRF etc.	Municipal Corporation Kota North & South will continue to provide solid waste to existing treatment facilities as per their agreement. Balance all quantity shall be transported and provided to concessionaire
7	-	-	MSME registered bidder – give relaxation to the bidder who is registered in MSME	Pl refer Addendum
8	-	-	Assured Quantity of waste Kindly let us know the minimum assured Quantity by the authority.	All wet and dry waste shall be delivered to processing facility for compost and RDF
9	-	VGF is fixed at Rs. 10 Cr. Whereas project cost is considered as 17.65 Cr.	As per CPHEO manual cost of 400 TPD RDF + Composting plant comes around 22 crores (25-30 Cr. For 500 TPD plant) and if local body gives 60% as VGF than it comes around 13.2 Crores. Kindly consider the same and raise VGF to such level.	Bid condition shall prevail
10	-	Bid security and all qualification criteria as per projected cost instead of VGF	Bid security for the project and all the qualification criteria must be as per the VGF amount that is being given by your organization and not as per projected cost, as it is unfair as to why a bidder will pay bid security for him own part of investment. Kindly consider the same	Bid security based on total estimated cost of the project. As per RITPP Rules 2013 bid security shall be 2% of the total project cost
11	-	Experience of solid waste management projects	As collection and transportation of MSW is also a part of waste management project is experience of such activity valid and why is experience regarding bio capping and sanitary landfill not considered these are part of solid waste management projects. Kindly consider the same.	Bid condition shall prevail Please refer Addendum
12	Clause 12.11	197 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 appoint IE at their level as per rule as per their budgetary provision.
13	-	Poor secondary transportation even after installation of new transfer stations	The waste at the transfer station is dumped into fixed compactor and loaded into the capsule by pressing it but the waste that is being pressed in unsegregated waste because of which paper related recyclable material is destroyed and is of no use hence removing at least 3-4% of the total material is of no use and ends up in landfill as inert.	Wet and dry waste will be transported by Municipal Corporation up to plant, further segregation shall be done by concessionaire.
14	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.	Bank details given in Bid data sheet as well in NIB pl refer.
15	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 registration with the ULB's etc. so we don't possess the	Pl refer bid data sheet n Qualification criteria enlistment in appropriate class not be necessary.

Section No. Clause No.	Page No.	Existing Provisions	Queries	Reply
16	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.	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. 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.	PI refer Bid data sheet only GST and PAN required
17	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.	PI refer SSC price escalation not applicable in PPP (VGF) projects
18	23	ITB Clause # 6.4.2 i) The amount of Performance Security shall be ten percent	The performance security sought 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 RTPP Rules 2013 as amended time to time in form of Bank Guarantee.
19	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
20	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 35.30 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.	As per the bid, validity of bid is 120 days the BG validity may be beyond 60 days of bid validity period.
21	69	Section # V Clause # 1.b Bidder has to submit requirements of land for the establishment of 400 TPD capacity Compost and RDF Processing Plant. Required undeveloped land @ Rs. 1.00 per square meter per year on lease basis will be provided	We request the authority to specify, how much land is available at the proposed site i.e Shambhupura.	Tentative land detail attached at Annex A

Section No. Clause No.	Page No.	Existing Provisions	Queries	Reply
22	Section # V	to successful bidder at gram Shambhupura. 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.	Bid condition shall prevail
23	Page # 73	Preventing mixing of Bio-Medical Waste with Municipal Solid Waste	So the respective clause to be amended accordingly. We request the authority to include the following as well as part of the excluded waste. Construction & Demolition Waste. Domestic Hazardous Waste. E Waste	Wet and dry waste will be transported by Municipal Corporation up to plant, further segregation shall be done by concessionaire.
24	Page # 74	Processing of Waste: Concessionaire shall adopt suitable technology or combination of technologies to process solid waste through compost and RDF plant to minimize burden on landfill.	We request the authority that there should be neutral technology adoption by the contractor / concessionaire depends upon the waste quantities and quality as well. As per MSW Rules 2016, the contractor / concessionaire has a liberty to adopt any technology as per the feasibility, but adhere to the MSW Rules 2016 act.	Normally compost and RDF shall be opt as suitable end product as per MSW Rules. Concessionaire may use any proven technology to recover maximum resources from waste.
25	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 BOQ/ 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.	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. So we request the authority to amend the clause accordingly.	Bid condition shall prevail
26	Clause # 4.15	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.	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.
27	Clause # 10	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
28	-	Defect Liability Period (DLP)/ Defect Notification Period (DNP) is: The DLP/ DNP is 365 Days after the date of	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 plant, concessionaire may inform to Municipal Corporation than they issued the plant

Section No. Clause No.	Page No.	Existing Provisions	Queries	Reply
29	-	Issue of Taking-Over Certificate. "Post Closure Period" shall mean the period commencing from the day immediately following the expiry of Landfill Life of the particular cell and ending on the 30th anniversary of the said day.	Post closure period would not be applicable for this project as the sanitary landfill is not part of scope of work / contract. So the respective clauses of Post Closure Period to be deleted from Processing Tender.	commissioning certificate This condition applicable only for SLF
30	Clause # 2.3	178 Contract Period: The Contract hereby granted is for a period of 20 years from the Appointed Date with an option to further extend the Contract Period by mutual consent of the Parties of this Contract Agreement or until earlier Termination thereof in accordance with the terms of this Contract Agreement ("Contract Period").	Please define the Appointed Date under this contract. Generally the Contract Period / Concession Period should start from the commission of the plant not from the agreement signing.	From the date of Commercial Operation Date (COD)
31	Clause # 6.10	182 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
32	Clause # 7.1	187 The Authority shall allocate land for the project to the Contractor on lease/ license for the period of Contract for 30 years which can be extended to further on mutual agreement.	As per the ITB the contract period is for 20 Years only, but the respective clause denotes 30 years, we request the authority to clarify.	Please refer Addendum
33	Clause # 9.4.d	191 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: <u>Force Majeure Conditions:</u> <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. <u>Events of Default:</u> <u>Authority Event of Default:</u> 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%. <u>Concessioner Event of Default:</u> 100% (Hundred Percent) of Book Value of the Project + 70% of the unexpired / future cash flow discounted at the rate of 12%. The required equipment's / machinery is not indicated in the	Please refer Addendum

Section No. Clause No.	Page No.	Existing Provisions	Queries	Reply
34	192	Clause # 10.1.b.i The Authority has failed to make any payments due to the Contractor and more than 180 (one hundred and eighty) days have elapsed since such Default:	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. 180 days to be replaced with 90 days.	Bid condition shall prevail
35	-	Payment Terms:	We request the authority to indicate the following related the payments of Tipping Fee. Procedure of Weighment of Waste. Procedure of Certification. When the monthly invoice to be submitted. In how many days the payment will be cleared by the Kota Municipal Corporation.	Bid condition shall prevail
36	-	Interest for Delay Payments	We request the authority to provide the provision of interest for delayed payment by the Kota Municipal Corporation as per the SBI Prime Lending Rate.	Bid condition shall prevail
37	-	Extension of Submission Date	We request the authority to provide minimum 3 weeks of time for submitting the bid from the date of clarification given to these queries raised.	pl refer Addendum/Corrigendum
38	-	Standard Commercial and Contracts Clauses of MSW and PPP Project.	The terms, clauses and points indicated in the published tender documents don't suits the scope of work, contractual requirements of Municipal Solid Waste Project / PPP Project. So we request the authority to study the various contract agreements of Municipal Solid Projects issued and signed by various municipal corporation across the country. Generally the standard draft concession agreement should content the following clauses and points. Handling over of site / facilities. Condition Precedents for Authority and Concessionaire. Concessionaire and Authority Obligations. Payment Certification Procedure and Payment Terms. Escrow account Mechanism. Interest Applicability term for delay payments. Price Escalation Clause Events of Defaults for Concessionaire and Authority. Termination payments for Force Majeure Conditions and Events of default. Change in Law. Suspension Clause. Dispute Resolution Process and Arbitration.	Bid condition shall prevail

No: F.55 () P/ACE/DLB/Processing and disposal of solid waste/Kota/2022/

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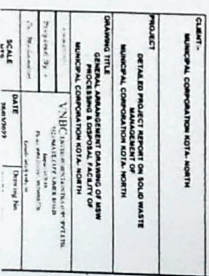
Copy to following for information &na:

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

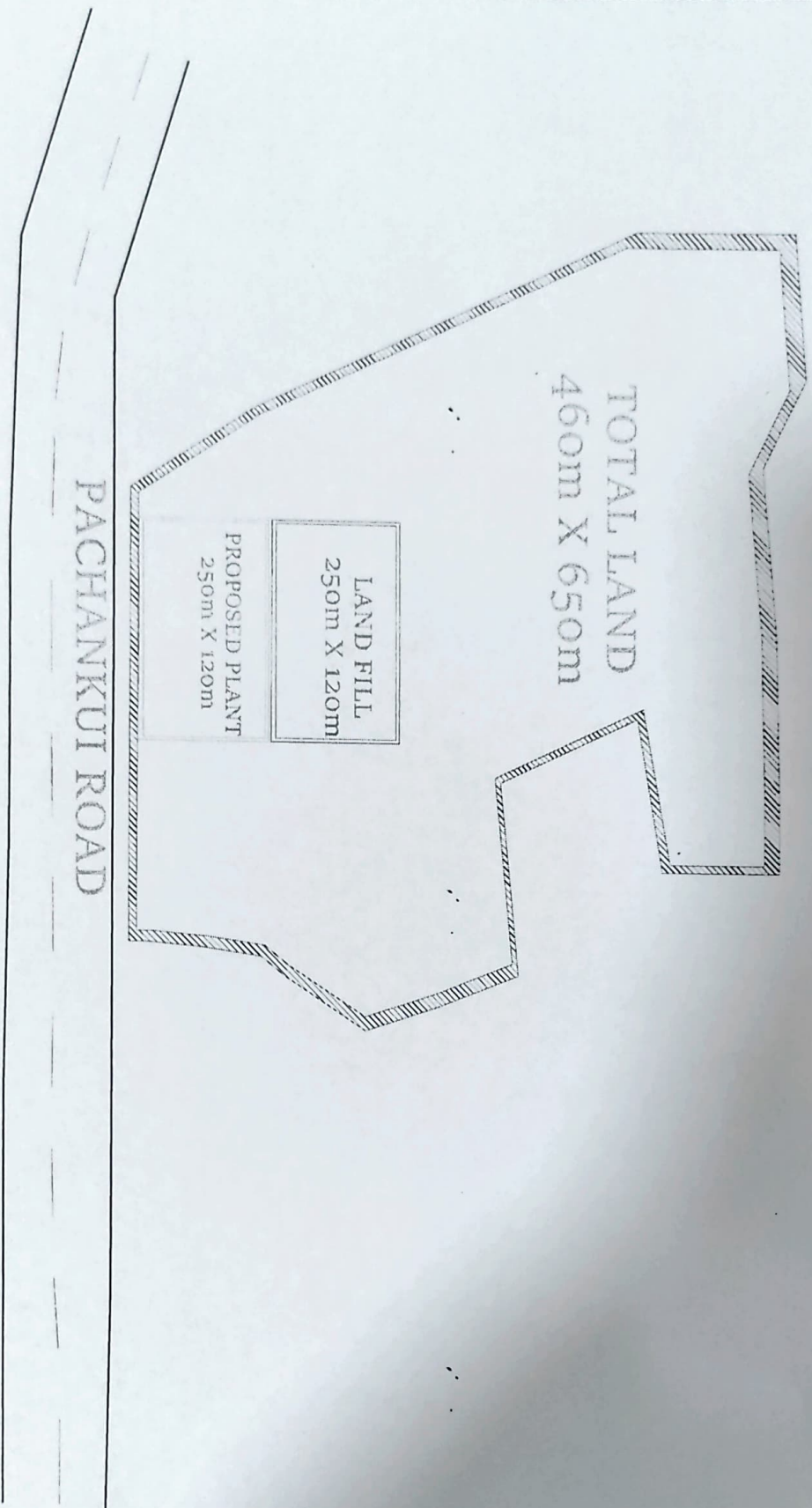
(Hradesh Kumar Sharma)
Director cum Joint Secretary

Date 21/07/2022

Chief Engineer

[illegible]

LAYOUT PLAN OF PROCESSING PLANT & LANDFILL SITE OF MUNICIPAL CORPORATION KOTA SOUTH



CLIENT -	
MUNICIPAL CORPORATION KOTA SOUTH	
PROJECT -	
DETAILED PROJECT REPORT ON SOLID WASTE	
MUNICIPAL CORPORATION KOTA SOUTH	
DRAWING TITLE -	
GENERAL LAYOUT PLAN OF NEW	
MUNICIPAL CORPORATION KOTA SOUTH	
DRAWING NO. -	
1. NDC/2019/001/001/001/001	
DATE -	
10.01.2019	
SCALE -	
1:1000	

Government of Rajasthan
Local Self Government Department
(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: DLB2223WJRC09419

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

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

ADDENDUM 1 (As per the provision of Clause 2.3 ITB)

Name of Work: Design, Construction, Establishment and Development of Solid Waste Processing Plant (Compost + RDF) of 400 TPD capacity & further scalable as per the requirements with Operation & Maintenance 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& South

S. No.	Sec. No./Clause	Page No.	Earlier	Revision
1.	Section III Clause 4 (i)	35-36	<p>(i) General Construction Experience</p> <p>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</p>	<p>(i) General Construction Experience</p> <p>Experience of solid waste management projects (Processing plant/remediation of Municipal Solid Waste Dump site/construction and development of sanitary Landfill 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</p>
2.	Section III Clause (ii) a	36	<p>(ii) Specific Construction Experience</p> <p>(a) Contracts of similar size and nature</p> <p>Participation as contractor, management contractor, or subcontractor, for solid waste management projects/remediation of Municipal Solid Waste Dump site/landfill mining in at least</p> <p>Single work 80% of estimated quantity</p> <p>Or</p> <p>Two works 50% of estimated quantity</p> <p>Or</p> <p>Three works 40% of estimated quantity within the last 5 years, each which have been successfully or are substantially completed (atleast 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</p>	<p>(ii) Specific Construction Experience</p> <p>(a) Contracts of similar size and nature</p> <p>Experience of solid waste management projects/Processing plant/remediation of Municipal Solid Waste Dump site/construction and development of sanitary Landfill Site) in last five years which have been successfully completed at least</p> <p>Single work 80% of estimated quantity</p> <p>Or</p> <p>Two works 50% of estimated quantity</p> <p>Or</p> <p>Three works 40% of estimated quantity</p>
3.	Section VII B Clause 7.1 (a)	187	<p>The Authority shall allocate land for the project to the Contractor on lease license for the period of Contract for 20 years which can be extended to further in mutual agreement. The amount of these shall be Re 1 per sq.mt per annum.</p>	<p>The Authority shall allocate land for the project to the Contractor on lease license for the period of Contract for 20 years which can be extended to further in mutual agreement. The amount of these shall be Re 1 per sq.mt per annum.</p>
4.	Section VII B Clause 10.1 F	195	<p>10.1 F Termination due to Event of Default</p> <p>Termination Payments</p> <p>i. If Termination is due to a Force Majeure Event described under Articles 10.1 (a) to (c), Termination Payment payable to the Contractor shall be equal to 70% of the Book Value less Insurance Cover.</p> <p>ii. If Termination is due to the occurrence of any event described under Articles 10.1 (d), or 10.1 (e), Authority shall make a Termination Payment to the Contractor of an amount equal to 100% of the Book Value less Insurance Cover.</p> <p>iii. If Termination is due to the occurrence of the event described under Article 10.1 (f) or 10.1 (g), the Authority shall make a Termination Payment to the Contractor of an amount that would be payable under Article 11.2 (i) as if it were Authority Event of Default.</p> <p>Provided that, the Authority shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Authority from the Contractor as on the Termination Date. Provided that, no Termination Payment shall be payable to the Contractor if the Contractor fails to maintain Insurance Cover in accordance with Article 4.14 of this Contract Agreement.</p>	<p>10.2 F Termination due to Event of Default</p> <p>Termination Payments</p> <p>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.</p> <p>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. 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.</p>

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

S. No.	Sec. No./Clause	Page No.	Earlier	Revision
5.	Section VI B	195	11.1 Ownership Without prejudice and subject to the Contract, the ownership of land shall remain with the Municipal Corporation Kota North & Municipal Corporation Kota South of respective projects 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.
6.	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.rajjasthan.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.rajjasthan.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
7.	Section II Bid Data Sheet ITB 3.10.1/ 3.10.2	31		<p>Add as follows: 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</p>

(Signature)
 (Om Prakash Kala)
 EE, DLB

(Signature)
 (Rajesh Sharma)
 SE, DLB

(Signature)
 (Mahendra Mohan)
 FA, DLB

(Signature)
 (Bhupendra Mathur)
 CE, DLB

(Signature)
 (Hrishi Kumar Sharma)
 DLB&JS, LSG