

Corrigendum to RFP for Establishing FSTPs in Telangana, 18.08.2018

Sl. No.	Page No.	Clause No.	Document	Description of Original Clause	Amended/ Modified Clause
1	42	Clause-21.7 of Article-21	DRAFT CONCESSION AGREEMENT	The Authority shall, on request of the Concessionaire, made within 30 (thirty) days from the Appointed Date, and upon the Concessionaire furnishing a Bank Guarantee for a sum equal to 11% (eleven per cent) of the Bid Project Cost in a form satisfactory to the Authority, make an advance payment equal to 10% (ten per cent) of the Bid Project Cost (the "Mobilization Advance"). The Mobilization Advance shall be paid by the Authority within 30 (thirty) days of receipt of a request in this behalf from the Concessionaire. The rate of interest charged on the Mobilization Advance shall be 9.75% per annum. Such Mobilization Advance shall be deducted by the Authority along with the interest at 9.75% per annum in 3 (three) equal instalments from each of the payments to be made by the Authority to the Concessionaire in accordance with the provisions of Clause 21.3.	The Authority shall, on request of the Concessionaire, made within 30 (thirty) days from the Appointed Date, and upon the Concessionaire furnishing a Bank Guarantee for a sum equal to 11% (eleven per cent) of the Bid Project Cost in a form satisfactory to the Authority, make an interest free advance payment equal to 10% (ten per cent) of the Bid Project Cost (the "Mobilization Advance"). The Mobilization Advance shall be paid by the Authority within 30 (thirty) days of receipt of a request in this behalf from the Concessionaire. Such Mobilization Advance shall be deducted by the Authority in 3 (three) equal instalments from each of the payments to be made by the Authority to the Concessionaire in accordance with the provisions of Clause 21.3.
2	39	Clause-21.2.2 of Article-21	DRAFT CONCESSION AGREEMENT	The remaining Bid Project Cost shall be due and payable in 19 (nineteen) biannual instalments commencing from completion of 6 (six) months from COD in accordance with the provisions of 21.4.	The remaining Bid Project Cost shall be due and payable in 38 (thirty eight) quarterly instalments commencing from completion of 3 (three) months from COD in accordance with the provisions of 21.4.
3	91	SOW Schedule B (i) point IV	DRAFT CONCESSION AGREEMENT	iv. Compound wall of wall thickness of at least 30 cm and 2 m height above ground level;	iv. Compound wall of wall thickness of at least 30 cm and 2 m height above ground level; Bidders can construct compound wall using pre-fabricated material with adequate durability as approved by authority.
4	13	Clause-1.2.3 (pt c)	RFP	Provision of motorable road and electricity supply up to the Project site;	Provision of motorable road and electricity supply up to the Project site; Operator shall make their own arrangements of power supply. In case installation of transformer is required operator shall make necessary arrangements with prior approval of the Authority. Authority will reimburse the expenditure incurred for the same, subject to approval of the costs by Independent Engineer.

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5	23	Clause 9.1.1.	DRAFT CONCESSION AGREEMENT	The Concessionaire shall for the performance of its obligations hereunder, provide the Authority no later than 30 (thirty) days from the date of signing of the Agreement, an irrevocable and unconditional guarantee from a Bank acceptable to the Authority for a sum equivalent to Rs. ---- (Rupees ----- only) {5% of the Bid Project Cost} and in the form set forth in Schedule D (the "Performance Security"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.	The Concessionaire shall for the performance of its obligations hereunder, provide the Authority no later than 30 (thirty) days from the date of signing of the Agreement, an irrevocable and unconditional guarantee from a Bank acceptable to the Authority for a sum equivalent to Rs. ---- (Rupees ----- only) {3% of the Bid Project Cost} and in the form set forth in Schedule D (the "Performance Security"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.
6	2	Schedule of Bidding Process	RFP	Schedule of Bidding Process: Bid Due Date: 23.08.2018.	Bid Due Date: 15.00 IST on 6th September, 2018
7	7	Clause 2.2.1, Sl. No. 1.1	RFP	The firm, and the Lead Member in case of a Consortium, to be a company registered under the act of 1956/2013 and in existence at least for 3 (three) years at the end of preceding financial year, i.e., 2017-18.	Subject to meeting all other eligibility criteria, the proprietor can bid for the project. However, the formation of SPV is mandatory and the project shall have to be executed by SPV only.

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8	91	SOW Schedule B (i) point I and II	DRAFT CONCESSION AGREEMENT	i. Reception area with toilet and washroom; ii. Operator room with toilet and washroom; iii. Interior roads within FSTP premises; iv. Compound wall of wall thickness of at least 30 cm and 2 m height above ground level; v. Faecal Sludge receiving platform; vi. Facility to store bio-solids as needed; vii. Drainage inside the FSTP premises and drainage outfall into storm water drainage;	i. Single Operator room along with reception area with toilet and washroom ; ii. Interior roads within FSTP premises; iii. Compound wall of wall thickness of at least 30 cm and 2 m height above ground level; iv. Faecal Sludge receiving platform; v. Facility to store bio-solids as needed; vi. Drainage inside the FSTP premises and drainage outfall into storm water drainage;

Replies to Bidders' Queries

Sl. No.	Page No.	Clause No.	Document	Description of Original Clause	Query	Reply
1	11	Clause-3.1.1 of Article-3	DRAFT CONCESSION AGREEMENT	Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession for a period of 10 (ten) years, set forth herein including the exclusive right, license and authority to construct, operate and maintain the Project (the "Concession") during the Construction Period of 6 (six) months and thereafter Operation Period of 9 (nine) years and 6 (six) months, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.	We presume that Operation Period of 9 (nine) years and 6 (six) months is fixed. In case Construction Period is extended / delayed the O&M Period will be postponed and the Concession Period of 10 Years will be extended accordingly. Kindly Confirm.	As per RFP.

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2	31	Clause-12.6.2 of Article-12	DRAFT CONCESSION AGREEMENT	If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Authority's Chief Engineer shall determine any extension of the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled and shall extend such Project Completion Schedule dates. In the event that the Scheduled Completion Date is extended pursuant hereto, the Concession Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Completion Date.	We presume that in case if the reason for delay is ambiguous and not clearly attributable to concessionaire / authority / ULBs / Govt. Bodies, the project completion schedule will be extended (against a genuine reason) and accordingly the concession period will also be extended. Kindly Confirm.	As per RFP.
3	12	Clause-1.2.2 (Pt. Z)	RFP	The Concessionaire shall have to enter into a land lease agreement with the respective ULBs and to pay a lease rental (the "Lease Rental") of Rs. 1 per Square meter of land per annum for the land provided for development of the Project.	What will be the Period of the Land Lease Agreement, which we have to make with each ULB? We request you to issue a general format of Land Lease Agreement applicable to all ULBs. What Size of Land we will get for each FSTP in terms of Land / capacity of FSTP ?	1. The land lease period will be in line with the Concession Period. 2. Format of land lease agreement shall be provided at a later date. 3. Upto 1 acre of land to be allocated for each plant and accordingly the area will vary from plant to plant.
4	39	Clause 20.1 of Article 20	DRAFT CONCESSION AGREEMENT			
5	42	Clause-21.7 of Article-21	DRAFT CONCESSION AGREEMENT	The Authority shall, on request of the Concessionaire, made within 30 (thirty) days from the Appointed Date, and upon the Concessionaire furnishing a Bank Guarantee for a sum equal to 11% (eleven per cent) of the Bid Project Cost in a form satisfactory to the Authority, make an advance payment equal to 10% (ten per cent) of the Bid Project Cost (the "Mobilization Advance"). The Mobilization Advance shall be paid by the Authority within 30 (thirty) days of receipt of a request in this behalf from the Concessionaire. The rate of interest charged on the Mobilization Advance shall be 9.75% per annum. Such Mobilization Advance shall be deducted by the Authority along with the interest at 9.75% per annum in 3 (three) equal instalments from each of the payments to be made by the Authority to the Concessionaire in accordance with the provisions of Clause 21.3.	We request you to give interest free Advance towards mobilization, as we are already submitting a Bank Guarantee of higher value.	Please refer to Corrigendum in this regard.

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6	32	Clause-13.3.1 of Article-13	DRAFT CONCESSION AGREEMENT	Subject to the provisions of Clause 13.3.2, the Authority's Chief Engineer may, at the request of the Concessionaire and on the recommendations of the Independent Engineer, issue a provisional certificate of completion (the "Provisional Certificate"), if the Tests including the Trial Operations are successful and the Project can be safely and reliably placed in commercial operations though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Authority's Chief Engineer and the Concessionaire (the "Punch List"); provided that the Chief Engineer shall not withhold the Provisional Certificate for reason of any work remain incomplete if the delay in completion thereof is attributable to the Authority.	We presume that we will be eligible for 1st Annuity Payment on completion of 3 months from the date of this Provisional Certificate. Kindly Confirm.	Yes, however, the Annuity payments will be proportional to the No. of FSTPs developed.
7	41	Clause-21.6 of Article-21	DRAFT CONCESSION AGREEMENT	Authority shall deposit into the Escrow Account in advance a revolving fund (the "Revolving Fund") towards its payment obligations due and payable to the Concessionaire on achievement of Payment Milestones during Construction Period or the Annuity Payments due and payable during Operation Period, as the case may be, as per the provisions of this Article 21. For the avoidance of doubt and for the sake of clarity, the Authority shall deposit the Revolving Fund amount into the Escrow Account within 1 (one) month from Appointed Date equivalent to its payment obligations towards 1st Payment Milestone. The Escrow Account shall be replenished on or before issuance of Payment Certificate on achievement of 1st Payment Milestone with an amount equivalent to its payment obligations towards 2nd Payment Milestone and the same procedure shall be followed in its payment obligations towards 3rd Payment Milestone. Further, on or before issuance of COD, the Authority shall replenish the Escrow Account with the Revolving Fund equivalent to its payment obligations towards its 1st Annuity Payment along with the interest and the 1st O & M Payment. Thereafter, the same procedure shall be followed for subsequent payment obligations for the entire Concession Period.	We presume that on the due date of Payment Milestones, due to any reason there is a delay by Authority to replenish the Escrow Account then the concessionaire will be paid the due amount immediately on issuance of Payment Certificate without waiting for the Escrow Account to get replenished	As per RFP.

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8	43	Clause-22.3 of Article-22	DRAFT CONCESSION AGREEMENT	The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as required, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:	Kindly elaborate on the Withdrawal Limits & Withdrawal Period from Escrow Amount both during the Construction Period and O&M Period. The same is not clearly mentioned	As per RFP.
9	13	Clause-1.2.3 (pt c)	RFP	Provision of motorable road and electricity supply up to the Project site;	Kindly confirm the Electricity Bill during Construction Period and Operation & Maintenance Period will be in whose scope?	It is Concessionaire's responsibility
10	13	Clause-1.2.3 (pt b)	RFP	To provide encumbrance free land for project development. The respective ULBs shall allot the land for setting up of the FSTPs	Kindly provide details that of Lands allotted for which FSTP/ULB under each Package is clear for starting the site activities as on date; so that we can do the site visit before submission of RFP.	ULBs have earmarked land for estbalishing FSTPs, Bidders can contact respective Municipal Commissioners and make arrangements to visit the site (Refer to contact details as attached). Bidders can also contact Mr. Phalgun Kumar (7680073723) / Anuradha Adhikari (9100456950) in this regard.
11	10	Cl-1.2.1 (Pt. j)	RFP	To undertake marketing, distributing and selling soil conditioner/bio-fertilizer and/or bio-gas and the recycled water as may be required;	We presume that the amount generated by concessionaire from the selling of soil conditioner/bio-fertilizer and/or bio-gas should not be deposited in Escrow Account. Kindly Confirm.	As per RFP

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12	39	Clause-21.2.2 of Article-21	DRAFT CONCESSION AGREEMENT	The remaining Bid Project Cost shall be due and payable in 19 (nineteen) biannual instalments commencing from completion of 6 (six) months from COD in accordance with the provisions of 21.4.	Clause 21.2.2 of the Draft Concession Agreement states "remaining Bid Project Cost shall be due and payable in 19 (nineteen) biannual instalments". Is it biannual or is it quarterly as stated elsewhere throughout the RFP?	Payments will be quarterly. Please refer to Corrigendum in this regard.
13	38	Article-19	DRAFT CONCESSION AGREEMENT	19.1.1. The Concessionaire hereby agrees and undertakes that it shall achieve financial close within 120 (one hundred and twenty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 120 (one hundred and twenty) days, subject to payment of Damages to the Authority specified in Clause 4.3, provided that the Damages specified herein shall be payable every 15 (fifteen) days in advance; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. 19.1.2. The Concessionaire shall upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.	We presume that the Terms Financial Close, Financial Agreement, Lenders' Representative etc. are only applicable to the concessionaire who is borrowing money from any Finance Agency / Bank to execute the project. Kindly Confirm	Yes, in case Project is entirely funded from internal resources appropriate Auditor's /Bank certificate towards the liquidity and the copy of the Board approval for the required investment along with a broad break up of Project Cost to be provided.
14	38	Article-19	DRAFT CONCESSION AGREEMENT	19.1.1. The Concessionaire hereby agrees and undertakes that it shall achieve financial close within 120 (one hundred and twenty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 120 (one hundred and twenty) days, subject to payment of Damages to the Authority specified in Clause 4.3, provided that the Damages specified herein shall be payable every 15 (fifteen) days in advance; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. 19.1.2. The Concessionaire shall upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.	If a Concessionaire is doing the project with his own funds then what needs to be done to achieve the Financial Close.	Yes, in case Project is entirely funded from internal resources appropriate Auditor's /Bank certificate towards the liquidity and the copy of the Board approval for the required investment along with a broad break up of Project Cost to be provided.

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15	17	Clause-5.2, Pt. Q of Article-5	DRAFT CONCESSION AGREEMENT	On or before COD, the Authority shall inform the Concessionaire the waste disposal site (the "Waste Disposal Site") either at the Project Site or elsewhere, within a radius of 5 (five) km from Project Site, where the Concessionaire shall be required to dispose of residual waste and the rejects such as by-products resulting from treatment, Digested Sludge, Residual Grit, the Screenings, etc., in accordance with Applicable Laws. Accordingly, the Concessionaire shall have to make the required transportation arrangements for this purpose. The Authority may shift the Waste Disposal Site from time to time and within a radius of 5 (five) km from the Project Site and any shifting of the Waste Disposal Site shall be informed with at least 30 (thirty) days prior written notice to the Concessionaire. In case, during the Concession Period, the Waste Disposal Site is shifted beyond a radius of 5 (five) km, the Authority shall compensate for any additional transportation costs incurred by the Concessionaire.	What will be the rate of Compensation per km of increase in Distance from 5 Km.	Based on the prevailing market rates and as per the norms of the Authority will prevail.
16	19	Clause-6.1, Pt. C of Article-6	DRAFT CONCESSION AGREEMENT	To regulate desludging operators and direct them to deliver Faecal Sludge and Septage at the Project Site for treatment. In this regard, the respective ULBs will provide an undertaking within 30 (thirty) days from the Appointed Date in the form as set forth in Schedule G to commit that the Septage gets delivered at the Project Site for treatment as per GO 134;	If the concessionaire completes the Construction of FSTP on time and the Septage Delivery is delayed, we presume that we will get the Provisional Certificate and after 3 months of Such Certificate we will be liable to get the 1st Annuity Payment even though the Septage is not delivered to any or all the FSTP. Kindly Confirm.	As per RFP.
17	18	Clause-5.2 Pt. V of Article-5	DRAFT CONCESSION AGREEMENT	A responsible person shall be appointed at the Project site to ensure that industrial waste is not unloaded at the treatment facilities;	In case any Desludging Operator brings Septage with Mixed with Industrial Septage on regular basis by doing some malpractices to earn money, how will the ULB / Authority intervene and help to stop such malpractices? How will they penalize such operator due to whom the Pollution Control Norms & Treated Septage norms are not met?	Authority will deal with such situations based on the Applicable Laws and as per the provisions of the RFP.
18	9	Clause-1.2.1-d	RFP	To install and operate bore wells at the FSTPs and it includes re-boring, in case of failure of water source;	There should be definite number of attempts of re boring should be mentioned in tender document.	As per RFP.
19	10	Clause-1.2.1-h	RFP	To install and operate 2 (two) CCTVs in each of the FSTPs, one covering the tankers/trucks unloading area and the other covering treatment facility area; and CCTVs feed have to be connected to the CDMA/ULBs;	Scope of infra structure required at CDMA/ULBS should be in CDMA/ULBS scope. (Infra structure like - P.C., Routers , internet connection, & it's monthly package charges and it's maintenance)	As per RFP

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20	10	Clause-1.2.1-j	RFP	To undertake marketing, distributing and selling soil conditioner/bio-fertilizer and/or bio-gas and the recycled water as may be required;	Treated sewage water after treatment shall be further utilised/ disposed off by ULB. After battery limit from system provider.	Concessionaire can sell the treated sludge in open market. Whatever is left behind should be transported to Waste Disposal Site as indicated in Clause 5.2.(q) of Draft Concession Agreement.
21	91	SOW Schedule B (i) point I and II	DRAFT CONCESSION AGREEMENT	i. Reception area with toilet and washroom; ii. Operator room with toilet and washroom;	It is recommended to have single room / pre fabricated cabin to accommodate operator cum reception room with single wash room	Please see Corrigendum in this regard.
22	91	SOW Schedule B (i) point III	DRAFT CONCESSION AGREEMENT	iii. Interior roads within FSTP premises;	Road should be built only up to necessary operational area of the FSTP . Road should be allowed to built in paver block / RCC, as per site requirement.	As per RFP
23	91	SOW Schedule B (i) point IV	DRAFT CONCESSION AGREEMENT	iv. Compound wall of wall thickness of at least 30 cm and 2 m height above ground level;	Compound wall should be constructed only around the FSTP usable premise and not around the whole area of land allotted by ULB. Compound wall can be made / constructed from either in civil - partial brick work followed by wire fencing or only wire fencing or precast cement sheets to control the project cost .	Please see Corrigendum in this regard.
24	92	SOW Schedule B L	DRAFT CONCESSION AGREEMENT	To install and operate a weigh-bridge for weighing the sludge delivered at the Project Site and also for weighing any outgoing treated sludge as per requirements	It is recommended to provide proven technology of weight / volume measurement by using dip stick tank measurement method. It is regularly used in all tanker measurement in all petro chemical industries to measure actual liquid volume/ weight .It gives reasonable accuracy of the measurement. It will save major project cost and reduce the preventive maintenance and liasoning work .	As per RFP.
25	96	Schedule C, 2	DRAFT CONCESSION AGREEMENT	FS Characteristics	Treated sewage water disposal norms to compile CPCB/SPCB shall be provided in tender documents.	As per RFP.

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26	91	SOW Schedule B (i) point I and II	DRAFT CONCESSION AGREEMENT	i. Reception area with toilet and washroom; ii. Operator room with toilet and washroom;	Reception room and operator room shall be as per our requirement and can it be made in prefabricated structure	Yes
27	91	SOW Schedule B (i) point III	DRAFT CONCESSION AGREEMENT	iii. Interior roads within FSTP premises;	Internal roads shall be as per our unloading requirement, is it essential to provide roads inside the premises. Can unloading be at the gate itself?	As per RFP.
28	91	SOW Schedule B (i) point VII	DRAFT CONCESSION AGREEMENT	iv. Compound wall of wall thickness of at least 30 cm and 2 m height above ground level;	Draingae inside shall be by topographical ground alignment. Wherever pathways are planned or road can be with one side drain to take surface water during rain	As per RFP.
29	91	SOW Schedule B (i) point V	DRAFT CONCESSION AGREEMENT	v. Faecal Sludge receiving platform;	Faecal sludge receiving platform can be from road itself. Is it necessary to provide a separate platform.	As per RFP.
30	16	Clause 5.2, pt (g)	DRAFT CONCESSION AGREEMENT	To comply with emission limits for DG sets of capacity up to 800 KW as per the Notification G.S.R.520 (E), dated 01.07.2003 and G.S.R.448(E), dated 12.07.2004 under the Environment (Protection) Act, 1986 Rules. In case of DG sets of capacity more than 800 KW, it shall comply with emission limits as per the Notification G.S.R.489 (E), dated 09.07.2002 at serial no.96, under the Environment (Protection) Act, 1986;	Genset specification 800 KW, if our plant is having maximum 10 KW loading should we adhere to provide 800 KW genset specification	Yes, as per the Applicable Law.
31	13	Clause-1.2.3 (pt c)	RFP	Provision of motorable road and electricity supply up to the Project site;	As specified department will provide power up to site. This should be as per our power requirement. Necessary transformer should be from client side.	As per RFP
32					Provision of motorable roads and electrical supply to site. Will client provide transformer required at site as per power requirement; or we have to consider n the cost for same	Please refer to Corrigendum in this regard.
33	9	Clause-1.2.1 (pt c)	RFP	To carry out soil bearing capacity tests before commencement of construction works to obtain data to develop foundation designs;	Kindly enable us the SBC at 0.5M below GL as per your calculation for civil foundation as we need to have that for our estimation	As per RFP

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34	14	Clause 1.3.5	RFP	Bidders are advised to examine the Project in greater detail, including development and operation of the Project and to carry out, at their cost, proper due diligence of the Project including such studies as may be required for submitting their respective Bids. The Bidders should have their marketing strategy in place to realize optimum revenues from the Project.	Request you to Know can Bidder make Advertising Revenue / any other Revenue at the Site	As per RFP
35	19	Clause 2.2.1, Sl. No. 1.4	RFP	Minimum Net Worth of INR 3.5 (three point five) crore at the end of preceding financial year, i.e., 2017-18 and in case of a Consortium, the criteria has to be satisfied as per the share of each member of the Consortium in the equity capital of the SPV.	Request you to Consider the 3.5 Crore net worth (Per Package) by consortiums itself, instead of the share of each member of the Consortium in the equity Capital of the SPV. Share capital may be suitably assigned depending on the money brought to the SPV by each consortium member.	As per RFP
36	23	Clause 9.1.1.	DRAFT CONCESSION AGREEMENT	The Concessionaire shall for the performance of its obligations hereunder, provide the Authority no later than 30 (thirty) days from the date of signing of the Agreement, an irrevocable and unconditional guarantee from a Bank acceptable to the Authority for a sum equivalent to Rs. ---- (Rupees ----- only) {5% of the Bid Project Cost} and in the form set forth in Schedule D (the "Performance Security"). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.	We request for no performance guarantee clause since 40% of the project bid cost is still with the Authority.	Please refer to Corrigendum in this regard.
37	15	Clause 2.1.1	RFP	No Bidder shall submit more than one Bid for the same Package. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be for the same Package.	Can Bidder participate for Different packages with different consortium members as a partner?	Yes
38	2	Schedule of Bidding Process	RFP	Schedule of Bidding Process	The bid submission date may be extended by 2 weeks, considering that some field assessment of ULBs will be necessary before bidding.	Please refer to Corrigendum in this regard.
39	39	21.2.1	DRAFT CONCESSION AGREEMENT	60% (sixty per cent) of the Bid Project Cost shall be due and payable to the Concessionaire in 3 (three) unequal instalments during the Construction Period in accordance with the provisions of Clause 21.3.	Requesting for 75%	As per RFP.

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40	15	RFP Clause 1.3.6	RFP	<p>Bids would be evaluated on the basis of the lowest assessed Bid Price (the "Bid Price"). The assessed Bid Price shall be summation of a). Net Present Value (NPV) of Bid Project Cost during Concession Period and b). NPV of O & M Cost (the "O & M Cost") during the O & M Period, required by a Bidder for implementing the Project and shall be paid as per the provisions of the Concession Agreement. The assessed Bid Price shall be worked out as shown in the attached excel working sheet, Attachment C and it constitutes the sole criteria for evaluation of Bids. Subject to Clause 2.15 and Clause 3.6.3, the Project will be awarded to the Bidder quoting the lowest assessed Bid Price. The discount rate for calculation of NPV shall be 9.75% (Bank Rate+3.25%), and Bank Rate shall be the applicable Bank Rate as on 12.07.2018, i.e., 6.50% (source: Reserve Bank of India website). In this RFP, the term "Lowest Bidder" shall mean the Bidder who's assessed Bid Price is the lowest.</p>	For Inflation, CPI for Industrial workers CPI(IW) should be considered rather than WPI.	As per RFP
41					Bank rates have been revised since Feb'18 and should be factored in.	As per RFP
42					Normal market interest rate is higher than considered here. Should be revised accordingly to atleast 11.50-12.00 %.	As per RFP
43	10	Clause 1.2.2.a	RFP	<p>To use proven technologies only. The treatment and disposal of septage & faecal sludge shall be in compliance with CPHEEO standards, norms notified under Environment (Protection) Act, 1986, Pollution Control Board norms, the Solid Waste Management Rules, 2016 notified by Ministry of Environment, Forest and Climate Change (MoEF & CC) of GoI, all the rules and regulations specified in the Air (Prevention and Control) Pollution Act 1981, Water (Prevention and Control of Pollution) Act, 1974 and Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2016 and their amendments issued thereof from time to time and as applicable to the Project;</p>	<p>use of new technology /hybrid technology should be permitted as this septage treatment is yet in the infancy stage and if new technology is not permitted at this stage then with the available/established technologies, the results may not be as desired. Since the output must meet the norms notified by MoEF & CC of GoI vide Notification G.S.R.1265 (E) dated 13thOctober 2017 and also, as per the norms laid by the State Pollution Control Board (SPCB) of Telangana through Consent to Establish/Consent to Operate, concessionaire should be given freedom to develop/use newer technologies/processes. As 40% payment is linked to performance, the authority does not have any risk in allowing newer technologies.</p>	Yes, subject to the condition that the technology is tested in India for at least one project.
44	12	Clause 1.2.2. x	RFP	<p>The Concessionaire to develop baseline data of the site and surrounding areas covering soil, groundwater, surface water, noise and ambient air through reputed universities/laboratories recognized under Quality Council of India before COD;</p>	<p>It will not be possible for any prospective concessionaire to carry out the soil and necessary geotechnical surveys for considering the hydrological and flooding potential at the Project site and accordingly the FSTPs to be designed; the authority should provide the necessary information. If such information is not provided/cannot be provided, then concessionaire should be given additional support for special geological and hydrological considerations beyond the standard system.</p>	As per RFP

Sl. No.	Page No.	Clause No.	Document	Description of Original Clause	Query	Reply
45	21	2.2.2, Sl. No. 2	RFP	Average annual turnover from any projects dealing with waste water / septage management /waste to compost / Bio-methanation projects in India in the last 3 (three) years:	Is the scoring criteria based on average annual turnover for one single project of the given value and multiple projects adding up to given value within last 3 years :	Multiple projects
46	10	Clause 1.2.2.a	RFP	To use proven technologies only. The treatment and disposal of septage & faecal sludge shall be in compliance with CPHEEO standards, norms notified under Environment (Protection) Act, 1986, Pollution Control Board norms, the Solid Waste Management Rules, 2016 notified by Ministry of Environment, Forest and Climate Change (MoEF & CC) of GoI, all the rules and regulations specified in the Air (Prevention and Control) Pollution Act 1981, Water (Prevention and Control of Pollution) Act, 1974 and Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2016 and their amendments issued thereof from time to time and as applicable to the Project;	Would start-ups with relevant proprietary technology and registered under DIPP / Startup India be eligible to bid for the concessions? If so, will start-ups be given a waiver on eligibility clauses including minimum turnover, earnest money deposit etc?	As per RFP
47					Is commercial resource recovery in the form of energy and fertiliser allowed? If yes, what will be the applicable tariff for electricity? Will net metering be permitted? Will Govt of Telangana/ASCI assist us with market linkages for organic compost? (similar to city compost from MSW: precedent established)	As per RFP
48					Assuming commercial resource recovery is permitted, who will the revenues accrue to (concessionaire/ULB) and in what proportion?	As per RFP
49					Clause 1.2.2.a states that only "proven technology" will be eligible. Clause 1.2.4 states that the evaluation will be "technology agnostic". Please clarify.	As per RFP

Sl. No.	Page No.	Clause No.	Document	Description of Original Clause	Query	Reply
50	19	Clause 2.2.1, Sl. No. 1.4	RFP	Minimum Net Worth of INR 3.5 (three point five) crore at the end of preceding financial year, i.e., 2017-18 and in case of a Consortium, the criteria has to be satisfied as per the share of each member of the Consortium in the equity capital of the SPV.	Clause 2.2.1 (1.4) on Minimum Net Worth criteria states "in case of a consortium, the criteria has to be satisfied as per the share of each member of the Consortium in the equity capital of the SPV.". Does this imply that every consortium member has to show a percentage of the minimum net worth (i.e. Rs3.5crs) equal to the stake in the consortium? I.e. a 50% stake in the consortium would warrant a net worth of Rs1.75crs?	Yes
51	14	Clause 1.3.6	RFP	Bids would be evaluated on the basis of the lowest assessed Bid Price (the "Bid Price"). The assessed Bid Price shall be summation of a). Net Present Value (NPV) of Bid Project Cost during Concession Period and b). NPV of O & M Cost (the "O & M Cost") during the O & M Period, required by a Bidder for implementing the Project and shall be paid as per the provisions of the Concession Agreement. The assessed Bid Price shall be worked out as shown in the attached excel working sheet, Attachment C and it constitutes the sole criteria for evaluation of Bids. Subject to Clause 2.15 and Clause 3.6.3, the Project will be awarded to the Bidder quoting the lowest assessed Bid Price. The discount rate for calculation of NPV shall be 9.75% (Bank Rate+3.25%), and Bank Rate shall be the applicable Bank Rate as on 12.07.2018, i.e., 6.50% (source: Reserve Bank of India website). In this RFP, the term "Lowest Bidder" shall mean the Bidder who's assessed Bid Price is the lowest.	Clause 1.3.6 states NPV of O & M Cost shall be paid as per the provisions of the Concession Agreement. Format of Financial Bid states "1st year O & M Costs to be payable by the Authority as per the provisions of the Concession Agreement". Clause 21.5.1 of the Draft Concession Agreement goes on to state for O & M costs: "a lump sum financial support in the form of quarterly payments shall be due and payable by the Authority"	As per RFP
52					For clarity, please specify what exactly is the nature of O & M support (NPV of total O & M cost over concession period, annual O & M cost, or 1st year O & M cost). Also, what amount should be included in the Financial Bid? Is it the NPV of total O & M cost over concession period, annual O & M cost, or 1st year O & M cost?	Please refer to the excel sheet as attached with the Bid Documents for arriving at the assessed Price and also on how the payments shall be effected in addition to the relevant Clause of Draft Concession Agreement.
53	7	Clause 1.1.1	RFP	List of Packages	The population numbers specified and quantum of septage are as per current data, or is this mapped out for next 10 years?	As per RFP
54					Is more long-trend data on the parameters of septage available?	As per RFP
55					Are we allowed to collect samples for our analysis before bidding?	Yes

Sl. No.	Page No.	Clause No.	Document	Description of Original Clause	Query	Reply
56	7	Clause	RFP	List of Packages	Capacity of Completed project .	As per RFP
57	39	Clause 21.2.2	DRAFT CONCESSION AGREEMENT	The remaining Bid Project Cost shall be due and payable in 19 (nineteen) biannual instalments commencing from completion of 6 (six) months from COD in accordance with the provisions of 21.4.	we need also quartly payment for operation maintenance	As per RFP
58	96	Schedule C, 2	DRAFT CONCESSION AGREEMENT	FS Characteristics	Please confirm us also for incoming BOD /COD	As per RFP
59	23	Clause 2.2.1, Sl. No. 1.3	RFP	The Bidder to have a minimum average annual turnover of INR 3.5 (three point five) crore in the last 3 (three) consecutive financial years preceding the Bid Due Date and in case of a Consortium, the cumulative average turnover of all the Members of Consortium would be reckoned.	Please provide us the Exemption for EMD We are also Registered in NSIC	As per RFP
60	7	Clause 2.2.1, Sl. No. 1.1	RFP	The firm, and the Lead Member in case of a Consortium, to be a company registered under the act of 1956/2013 and in existence at least for 3 (three) years at the end of preceding financial year, i.e., 2017-18.	proprietorship does not consists of any "CERTIFICATE OF INCORPORATION"	In case of Proprietorship, copy of registration to be provided.