

Addendum to the Bid Document “Design-Build- Operate & Transfer Municipal Solid Waste Management Project for the City of Berhampur Municipal Corporation in the State of Odisha, India”

Clause Reference	Original clause	Revised Clause
<p>Invitation for Bid - Page 9 Section 1 Scope of Work</p>	<p>1. Design, Build Static Compactors (2 compactors per location) at 5 Location along with Hook Loaders for Secondary Transportation and O&M of the same for 20 years.</p> <p>2. Design, Build, Testing, Commissioning of 200 TPD capacity MSW Processing Plant (Compost Plant) together with pre-sorting facility and O&M for 20 years.</p> <p>3. Design, Build, Testing, Commissioning of Municipal Solid Waste Landfill Facility (MSWLF) within 18 months followed by O&M for 20 years and subsequent transfer to the Owner.</p>	<p>1. Design, Build, Testing and Commissioning of Secondary Transfer Station with Static Compactors (2 compactors per location) at 5 Locations along with Hook Loaders for Secondary Transportation and O&M of the same for 20 years.</p> <p>2. Design, Build, Testing, Commissioning of 150 TPD capacity mixed Municipal Solid Waste Processing facility based on Windrow Composting Technology with pre-sorting facility expandable to 300 TPD capacity during the Contract Period and O&M for 20 years. The technology proposed is Windrow Composting only.</p> <p>3. Design, Build, Testing, Commissioning of Municipal Solid Waste Landfill Facility (MSWLF) in a phased manner and O&M for 20 years and subsequent transfer to Owner.</p> <p>4. Post closure monitoring of Landfill for 15 years.</p>
<p>Invitation for Bid - Page 9 Section 1</p>	<p>Bid Security INR 35,00,000</p>	<p>Bid Security INR 35,00,000 in the form of Bank Guarantee</p>
<p>Invitation for Bid - Page 9 Section 2 A. Technical</p>	<p>The Bidder shall provide evidence that during 5 years preceding the bid submission:</p> <p>(a) Bidder or its nominated Sub-Contractor has satisfactorily completed construction and 2 years of operation of at least</p>	<p>The Bidder shall provide evidence that during 5 years preceding the bid submission:</p> <p>(a) Bidder shall have a satisfactorily running plant operational for atleast one year of at least one municipal solid waste</p>

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	<p>one municipal solid waste treatment facility (Windrow Compost plant) of 140 TPD capacity; and</p> <p>(b)Bidder or its nominated Sub-Contractor has satisfactorily completed construction and 2 years of operation of at least one solid waste disposal facility (Scientific Landfill)</p>	<p>treatment facility with Windrow Composting technology of 100 TPD capacity;and</p> <p>(b)Bidder has atleast one satisfactorily operational solid waste disposal facility (Scientific Landfill of 20 TPD capacity) for atleast one year</p> <p>In the above experience criteria (a) and (b), the Plant/ facility shall have been either constructed by the Bidder or owned by the Bidder.</p>
Invitation for Bid- Page 10 - Section -1 – Clause 2B	Original clause: It shall submit along with the bid a Statutory Auditor’s (CA) Certificate certifying positive net worth of the company for the purpose of this bid.	Added Bidder shall also have a net worth of Rs. 4 Cr. as on the Bid Due Date Revised clause: It shall submit along with the bid a Statutory Auditor’s (CA) Certificate certifying net worth of the company of atleast INR 4 crore for the purpose of this bid.
Instruction to Bidders – Page 13 - Section -1 – Clause 6 (d), (e), (f)	Last date for sale of bidding document-16/01/2017 Last date and time for receipt of bids:16/01/2017 upto 12 Hrs Time and date of opening of bids: 16/01/2017 upto 16:00 hrs	Last date for sale of bidding document – 31/01/2017 Last date and time for receipt of bids – 31/01/2017 upto 12.00 hrs Time and date of opening of bids – 31/01/2017 upto 16:00 hrs
Instruction to Bidders – Page 10 - Section -1 clause 7	7. All bids must be accompanied by Bid Security of the amount specified in the table above, drawn in favour of The Commissioner, Berhampur Municipal Corporation, Odisha	7. All bids must be accompanied by Bid Security of the amount specified in the table above, in the form of Bank Guarantee in favour of The Commissioner, Berhampur Municipal Corporation, Odisha
Page 13, Instructions to Bidder; Section – 1: Introduction; Clause 1.1 (1)	Scope of work: The scope of work is implementation of Municipal Solid Waste Management Project (MSWMP) at Berhampur Municipal Corporation on Design, Build,	Scope of work: The scope of work is implementation of Municipal Solid Waste Management Project (MSWMP) at Berhampur Municipal Corporation on Design, Build, Operate and Transfer (DBOT) basis

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	<p>Operate and Transfer (DBOT) basis with provision of Secondary Transportation, Treatment and Disposal of Municipal Solid Waste in Municipal Area of Berhampur Municipal Corporation and such other adjoining area as may be incorporated within the municipal limit of Berhampur Municipal Corporation during the Operations & Maintenance (O & M) period of 20 years. Environmental Clearance and Consent to establish has been obtained for the Project. The selected bidder shall be responsible for obtaining Consent to Operate from Odisha State Pollution Control Board. All other relevant Statutory Clearances from the concerned Authorities shall be obtained by selected Bidder only.</p>	<p>with provision of Secondary Transportation, Treatment and Disposal of Municipal Solid Waste in Municipal Area of Berhampur Municipal Corporation and such other adjoining area as may be incorporated within the municipal limit of Berhampur Municipal Corporation during the Operations & Maintenance (O & M) period of 20 years. Environmental Clearance and Consent to Establish has been obtained for the Project. The Environmental Clearance for Modernization and Expansion of the Project upto 300 TPD capacity shall be obtained by the Owner.</p>
<p>Page 13, Instruction to Bidders Section -1 Introduction Clause 1.1 (1) A.</p>	<p>Design, build, erect, commission, testing, operation, maintenance, of a waste compaction station of 5 Nos Stations, each consisting of 2 compactors and shall be in accordance to the building bye laws of ULB and rules & regulations of OSPCB/CPCB and also conforming to the SWM rules 2016.</p>	<p>Design, build, erect, commission, testing, operation, maintenance, of 5 Nos Secondary Transfer Stations with Static Compactors (with 2 compactors each) along with Hook Loaders in accordance with the building bye laws of Berhampur Municipal corporation/Development Authority and Rules & Regulations of OSPCB/CPCB and also conforming to the SWM Rules 2016.</p>
<p>Page 13, Instruction to Bidders Section -1 Introduction Clause 1.1 (1) A.</p>	<p>Design, build, testing, commissioning, operation, maintenance, of a MSW Processing facility (Composting Plant) of minimum 200 MT per day expandable by increasing the working hours or scalable to accommodate peak season throughput of MSW throughout</p>	<p>Design, build, testing, commissioning, operation, maintenance, of a mixed waste MSW Processing facility (Windrow Composting Plant) of 150 TPD with subsequent expansion to 300 TPD during the Contract Period. Appropriate Pre-sorting facility shall</p>

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	the Contract Duration.	be provided as an integral part of the Composting Plant. Bidders would implement the windrows composting technology in compliance with SWM Rules, 2016 and CPHEEO 2016 MSWM Manual and O&M for period of 20 years.
Section 2 – page 19 - The Bidding Documents – 2.6	2.6 (2) Addenda, if any, will be sent in writing by air mail, courier or facsimile to all prospective Bidders and will be binding on them.	2.6 (2) Addenda, if any, will be sent in writing by electronic mail to all prospective Bidders and will be binding on them. This is also being published in Website/NewspaperThe Owner is not responsible for non-receipt of Addenda by the Prospective Bidders.
Section 3 Preparation of Bids – page 21– 3.3 Technical Section – Part I – Technical and Staffing Information	<ul style="list-style-type: none"> ▪ The owner shall make available land area for setting up the project facilities for treatment and disposal of the MSW to a maximum of 33.62 Acres. The bidders shall adopt composting technology for treatment of the bio-degradable waste and indicate in their bid the actual land requirement (within the ceiling of 33.62 acres) for setting up treatment facility and MSWLF as offered by them. The proposed technology should meet the requirement of CPHEEO manual and other applicable laws. The status of availability and ownership of the land is specified in the Bid Data Sheet. ▪ The Owner shall make available land, up to the limit considered reasonable, in Berhampur Municipal 	<ul style="list-style-type: none"> ▪ The owner shall make available land area for setting up the project facilities for treatment and disposal of the MSW to a maximum of 31.737 Acres. The bidders shall adopt only Windrow composting technology for treatment of the bio-degradable waste and indicate in their bid the actual land requirement (within the ceiling of 33.62 acres) for setting up treatment facility and MSWLF as offered by them. The proposed technology should meet the requirement of CPHEEO manual, SWM Rules 2016 and other applicable laws. The status of availability and ownership of the land is specified in the Bid Data Sheet. ▪ Deleted.

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	Corporation for parking and workshop (“Parking Site”) for vehicles used for treatment and disposal of MSW.	
Page 22 – Section 3 – Preparation of Bids -3.3	<ul style="list-style-type: none"> ▪ The bidder shall guarantee that the Reject Matter at the MSW landfill as measured during a quarter does not exceed 25% of the total Municipal Solid Waste collected during the quarter all throughout the contract period. The MSW Management Project shall have to be designed and constructed with a capacity to treat minimum 200 TPD municipal solid waste. The processing technology shall be composting and pre-sorting facility shall be provided as an integral part of the composting plant. The capacity of the project should be able to take 100% throughput of MSW collected from the Service Area throughout the O&M period. 	<ul style="list-style-type: none"> ▪ The Bidder shall guarantee that the Reject Matter at the MSW landfill as measured during a quarter does not exceed 25% of the total Municipal Solid Waste collected during the quarter all throughout the contract period. The MSW Management Project shall have to be designed and constructed with a capacity to treat 150 TPD municipal solid waste as initial capacity. The processing technology shall be Windrow Composting. Pre-Sorting facility shall be provided as an integral part of the composting plant. The capacity of the plant should be able take 100% of MSW collected from the Service Area within the overall limit of 300TPD throughout the O&M period. The Capacity of processing plant shall be enhanced to 300 TPD within two years from the date of receipt of Environmental Clearance by the Owner for the enhanced capacity.
Section 3 Preparation of Bids – page 21– 3.3 Technical Section – Part I – Technical and Staffing Information	(b) (i) Bidder should use composting treatment technology and mechanism of disposal of Refuse Matter proposed by the bidder aimed at optimizing the land requirement.	Bidder should use Windrow composting treatment technology and mechanism of disposal of Refuse Matter proposed by the Bidder aimed at optimizing the land requirement.
Section 3 Preparation of Bids – page 21– 3.3 Technical Section – Part I – Technical and Staffing Information	(b) (ii) A section entitled “Drawings” which consists of conceptual drawings that are sufficiently detailed to communicate the Bidder’s	(b) (ii) A section entitled “Drawings” which consists of conceptual drawings that are sufficiently detailed to communicate the Bidder’s design intent for all

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	design intent for all components of the proposed project and allied services. An indicative layout of the project facility is enclosed as part of this document for the information of the bidders.	components of the proposed project and allied services. An indicative layout of the project facility is enclosed in Background Information Document for information of Bidders.
Page-23 Section 3.3 Technical Section-Part I-Technical and Staffing Information Clause no 3.3 (f) added		Maximum %age of Subcontracting allowed as per in BID DATA Sheet
Section 3.6 –Page 25 - Technical Section – Part IV – Joint Venture Document and Requirements	(2) A copy of the Joint Venture Agreement entered into by the Partners (JV Participants) shall be submitted with the bid; or a Letter of Intent as per format provided under Annex A – Part ix to execute a Joint Venture Agreement	(2) A copy of the Joint Venture Agreement entered into by the Partners (JV Participants) shall be submitted with the bid; or a Letter of Intent as per format provided under Annex A – Part vii to execute a Joint Venture Agreement
Section 3.11 – Page 26 - Financial Section – Bid Prices	(3) For the purpose of submitting Bids, Bidders should note that the Bid Price shall include all kinds of taxes, duties, levies or charges of the Owner’s country in accordance with the Contract, except that the Service Tax shall not be included in the bid price and the same will be paid separately by the Employer if applicable against proof of applicability and payment.	(3) For the purpose of submitting Bids, Bidders should note that the Bid Price shall include all kinds of taxes, duties, levies or charges of the Owner’s country in accordance with the Contract, (except that the Service Tax) shall not be included in the Tipping Fees(Price Schedule -2) and the same will be paid separately by the Employer if applicable against proof of applicability and payment.
Section 3.11 – Page 26 - Financial Section – Bid Prices	(4) In the Price Schedules, Bidders shall give the required details and a breakdown of their prices as follows: (i) Price for Design-Build Services shall be quoted as follows: (a) cost of all equipment and vehicles for movement & transfer of waste at the designated processing and disposal site and sites for Secondary Transfer Stations (5	(4) In the Price Schedules, Bidders shall give the required details and a breakdown of their prices as follows: (i) Price for Design-Build Services shall be quoted as follows: (a) Cost of all equipment and vehicles for movement& transfer of waste within the designated processing and disposal site and from the designated Secondary Transfer Stations (5 no.) to the designated processing and disposal

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	no.) (b) Cost of setting up Secondary Transfer Station (5 no.), processing and disposal facility including site development cost, civil cost, plant & machinery, materials etc. for the proper execution of the Design-Build Services in accordance with the Contract.	sites fulfilling the Minimum Development Obligations and in accordance with the Contract. (b) Cost of setting up Secondary Transfer Station (5 no.), processing and disposal facility including site development cost, civil cost, plant & machinery, materials etc. for the proper execution of the Design-Build Services in accordance with the Contract and fulfilling the Minimum Development Obligations.
page 26, Instructions to Bidders; Section – 3: Preparation of Bids; 3.11: Financial Section – Bid Price; Clause 4 (ii) (a)	Tipping Fee Rate (TFR): Tipping fee rate per MT basis for Operations Services (“Tipping Fee Rate-Treatment & Disposal” or “TFR”) for all labour, related Operator’s Equipment (Operations), consumables and all matters and things of whatever nature, including the preparation and implementation of plans, programs and reports, and carrying out operations and maintenance services,, training, customer service, as necessary for the proper execution of related Operations Services in accordance with the Contract. The Tipping Fee Rate shall cover all periodic capital expenses on Facility resulting from need based augmentation or replacement of assets. The periodic capital expenses shall also cover the capping and new landfill cell creation for implementation of the landfill in a phased manner as per MSW Rules 2016.	Tipping Fee Rate (TFR): Tipping fee rate per MT basis for Operations Services (“Tipping Fee Rate-Treatment & Disposal” or “TFR”) for all labour, related Operator’s Equipment (Operations), consumables and all matters and things of whatever nature, including the preparation and implementation of plans, programs and reports, and carrying out operations and maintenance services, training, customer service, as necessary for the proper execution of related Operations Services in accordance with the Contract. The Tipping Fee Rate shall cover all periodic capital expenditure on the SWM Facility including Design, Build & Operation of augmentation of MSW Processing Plant using Windrow Composting to 300 TPD, capping and new cell creation for implementing phase-wise development of Scientific Landfill as per SWM Rules 2016, replacement and capacity augmentation of plant, machinery and vehicles for implementation of the proposed facilities in accordance with SWM Rules 2016 and Municipal Solid Waste Management manual 2016.
Section 4 – Page 29 - Submission of Bids Clause 4.1 (2) (a)	(a) The inner and outer envelopes shall, bear the Contract name indicated in the	(a) The inner and outer envelopes shall, bear the Contract name indicated in the Bid Data

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	Bid Data Sheet and the statement “DO NOT OPEN BEFORE 11th January 2016, 12.00Hrs, with the date and time specified in the Bid Data Sheet pursuant to ITB Section 5.1.	Sheet and the statement “DO NOT OPEN BEFORE 31.1.2017, 16:00hrs, with the date and time specified in the Bid Data Sheet pursuant to ITB Section 5.1.
Section 5 – Page 31 - Bid Opening and Evaluation – 5.1 – Opening of Bid by Owner	(b) BEMC shall adopt a two stage selection process in evaluating the Proposals. In the first stage a Technical Evaluation will be carried out as specified in Qualifying Criteria Clause no 1.1 to 1.8. This evaluation is “Pass/Fail” type and evaluation will be carried out on the basis of submitted documents in prescribed format as per Annexure A Form No I to X along with all supporting documents. Based on Technical Evaluation, Bidders will be selected for second stage if they qualified in first stage of Technical Evaluation. Those who will not qualify in first stage their Financial Proposal will be returned unopened. In the Second stage the Financial Proposal of qualified bidder will be opened.	(b) BEMC shall adopt a two stage selection process in evaluating the Proposals. In the first stage a Technical Evaluation will be carried out as specified in Qualifying Criteria Clause no 1.1 to 1.8, 2.1 and evaluation of the proposed project technical details provided by the Bidder. This evaluation is “Pass/Fail” type and evaluation will be carried out on the basis of submitted documents in prescribed format as per Annexure A Form No I to X along with all supporting documents. Based on Technical Evaluation, Bidders will be selected for second stage only if they are qualified in first stage of Technical Evaluation. Those who will not qualify in first stage their Financial Proposal will be returned unopened. In the Second stage the Financial Proposal of qualified bidder will be opened.
Section 5 – Page 31 - Bid Opening and Evaluation – 5.1 – Opening of Bid by Owner	(d) “.....In the First stage evaluation is done as per Clause no .5.5 mentioned below”.	(d) “.....In the First stage evaluation is done as per Clause no.s 5.3 and 5.5 mentioned below”.
Section 5 – Page 34 - 5.6 Price Evaluation and Comparison of Bids	(3) (iii) For the purpose of evaluation of net present value, the value of daily quantity of waste (Qn) shall be taken as 175 TPD for entire duration of O&M period of 20 years.	(3) (iii) For the purpose of evaluation of net present value, the value of daily quantity of waste (Qn) shall be taken as 150 TPD for entire duration of O&M period of 20 years.
Page-37, Section 6.8 a (v)(bb) Fraud & Corruption	Acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below	Acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 6.8(e) below

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<p>Page 40 – Appendix to ITB – Qualification Criteria - Section 1.5</p>	<p>1.5 Specific experience in Municipal Solid Waste Management The Bidder shall provide evidence (certified by the relevant and respective Employer/Owner) that during 5 years preceding the bid submission:</p> <p>(a) Bidder or its nominated sub-contractor has satisfactorily completed construction and 2 years of operation of at least one municipal solid waste treatment facility (Compost Plant) of minimum 140 TPD capacity or above;</p> <p>(b) Bidder or its nominated sub-contractor has satisfactorily completed construction and 2 years of operation of at least one solid waste disposal facility (Scientific Landfill);</p>	<p>1.5 Specific experience in Municipal Solid Waste Management The Bidder shall provide evidence (certified by the relevant and respective Employer/Owner) that during 5 years preceding the bid submission:</p> <p>(a) Bidder shall have a satisfactorily running plant operational for atleast one year of at least one municipal solid waste treatment facility (Windrow Compost plant) of 100 TPD capacity;and</p> <p>(b) Bidder has atleast one satisfactorily operational solid waste disposal facility (Scientific Landfill of 20 TPD capacity) for atleast one year.</p> <p>In the above experience criteria (a) and (b), the Plant/ facility shall have been either constructed by the Bidder or owned by the Bidder.</p>
<p>Page 40 – Appendix to ITB – Qualification Criteria - Section 1.6</p>	<p>The Bidder shall submit a CA Certificate / Statutory Auditor certifying a positive net worth of the company as on last date of submission of RFP.</p>	<p>The Bidder shall submit a CA Certificate / Statutory Auditor certifying a net worth of the company of atleast INR 4 crore as on last date of submission of RFP.</p>
<p>Page 40 – Appendix to ITB – Qualification Criteria - Section 1.7</p>	<p>The Bidder shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed in the BDS – ITB 3.3(f), as required during Contract implementation.</p>	<p>The Bidder shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed in the BDS – ITB 3.3(e), as required during Contract implementation.</p>

Clause Reference	Original clause	Revised Clause
<p>Page 41 – Appendix to ITB – Qualification Criteria - Section 2.1</p>	<p>(1)The lead partner shall satisfy the requirements specified either in section 1.5(a) or 1.5(b) and the same or any of the other partners shall meet the balance requirements specified in sections 1.5(a) and 1.5(b).</p> <p>(2)As for the experience in design, development, construction and commissioning of the Facility each of the joint venture partners shall meet the criteria specified in section 1.4 (i) or 1.4 (ii).</p> <p>(3)As regards to the Qualification criteria specified in Section 1.5, the JV partners combined shall meet the specified criteria. For this purpose, capacities of Solid Waste Treatment/Disposal Facilities completed by different JV partners shall not be aggregated to determine whether requirement of at least one facility of minimum capacity of 140 TPD has been met. For this purpose, capacities of Solid Waste Treatment Facilities completed by different JV partners shall not be aggregated to determine whether requirement of at least one facility of minimum capacity of 140 TPD has been met. However, the JV may include experience of the duly nominated subcontractors to meet the requirements specified in sections 1.5 (a) and 1.5 (b).</p>	<p>(1)The lead partner shall satisfy the requirements specified either in section 1.5(a) or 1.5(b) or both and any of the other partners shall meet the balance requirements specified in sections 1.5(a) and 1.5(b). For the sake of clarity, all the JV partners combined shall meet the requirements of Section 1.5 (a) and 1.5 (b).</p> <p>(2)As for the experience in design, development, construction and commissioning of the Facility, each of the joint venture partners shall meet the criteria specified in section 1.4 (i) or 1.4 (ii).</p> <p>(3)As regards to the Qualification criteria specified in Section 1.5, the JV partners combined shall meet the specified criteria 1.5 (a) and 1.5 (b). For this purpose, capacities of Solid Waste Treatment/Disposal Facilities completed by different JV partners shall not be aggregated to determine whether requirement of at least one facility of minimum capacity of 100 TPD has been met. For this purpose, capacities of Solid Waste Disposal Facilities completed by different JV partners shall not be aggregated to determine whether requirement of at least one facility of minimum capacity of 20 TPD has been met.</p>

Clause Reference	Original clause	Revised Clause
Page 40 – Appendix to ITB – Qualification Criteria - Section 2.1 (4)	(a) Financial capabilities as stated in section 1.6;	(a) Financial capabilities as stated in section 1.6; All the JV partners shall have a positive net worth. The combined net worth of all the JV partners shall be atleast INR 4 Cr.
Page 41 – Appendix to ITB – Qualification Criteria - Section 1.2	<p>Subcontracting</p> <p>(1) Bidders will be evaluated based on the qualifications of,</p> <p>(a) the Bidder; and</p> <p>(b) nominated subcontractors and sub-consultants only with respect to the experience requirements if so specified in Section 1.5, and only if the subcontractors and sub-consultants are nominated for the purpose of this bid.</p> <p>For the purposes of Section 1.7 of Qualification Criteria, Bidders may nominate personnel of subcontractors and sub-consultants to fill the key positions listed in the BDS - ITB 3.3.</p> <p>(2) The Bidder shall provide a detailed list of all nominated subcontractors and sub-consultants and a record of their experience and qualifications in the applicable Information Forms. The Operator under the Contract shall be prohibited from entering into a contract or contracts that will result in the Operator exceeding the maximum percentage of subcontracting and sub-consulting permitted by the Owner, as set out in the BDS - ITB 3.3(g).</p> <p>(3) Bidders will not be</p>	<p>Deleted.</p> <p>All references to “nominated subcontractors” in the Bid Document stands deleted.</p>

Clause Reference	Original clause	Revised Clause
Page 46, Bid Data Sheet of ITB; 4.1(2)(a), 4.2(1), 4.2(3), 4.4(3)(b)	The deadline for the submission of bids is: Date : 16/01/2017	The deadline for the submission of bids is: Date : 31/01/2017
Bid Data Sheet ITB 3.3 (e) ii B		ITB 3.3 (e)
page 46, Bid Data Sheet of ITB; ITB 3.3 (g)	Maximum percentage of sub-contracting is 25%. However the nominated sub-contractor whose experience and qualification have been claimed for meeting the qualification criteria specified in Appendix to ITB shall be excluded while applying the ceiling of 25 %.	ITB3.3(f) Maximum percentage of sub-contracting is 25%.
Bid Data Sheet ITB 3. .1(4) (i)		Bid Data Sheet ITB 3.11(4)(i)
Bid Data Sheet ITB 3.15(1),4.1(1) and 4.4(2)a		ITB 3.15(1),4.1(1) and 4.4(2)
Bid Data Sheet ITB 4.1(2)(a),4.2(1),4(2)(3),4.4(3) (b)		Bid Data Sheet ITB 4.1(2),4.2(1),4(2)(3),4.4(3)
Page 47, Bid Data Sheet of ITB; ITB 4.1(2)(b), 4.2(1), 5.1(a)	The deadline for the opening of bids is: Date : 16/01/2017	The deadline for the opening of bids is: Date : 31/01/2017
Bid Data Sheet ITB 6.7	Name of the Adjudicator proposed by the Owner:	Name of the Adjudicator proposed by the Owner: At the time of signing of the Agreement
Page 54 FORM(V) FOR EVIDENCE OF POSITIVE NET WORTH	In the Table "Nominated Sub-Contractor(If Any)	In the Table "Joint Venture Member(If Any)"
Page 55 Information Form(1)	If the Bidder proposes to use nominated subcontractors or sub-consultants, the following information should also be supplied for the subcontractor(s) and Sub Consultants(s)	Deleted
Page 55 Information Form(1A)	Point No.1(Whether Single/JV/Nominated Sub-Contractor (Ifany) Point No.4	Point No.1(Whether Single/JV (If any) Point No.4 Specific Experience of SWM Project

Clause Reference	Original clause	Revised Clause
	Specific Experience of SWM Project undertaken by Nominated Sub Contractor(If Any)	undertaken by JV Member(If Any)
Page 69, ANNEX A to the Bidding Documents – Forms; Information Form(7); item C	Gate, Compound Wall and Fencing	Compound wall around 31.737 Acre available at SWM Plant site at Mohuda is about 1854.00 mtr. Out of this BeMC will undertake construction of 998.00 mtr length of compound wall.
Page 69, ANNEX A to the Bidding Documents – Form; Information Form (7); Plant & Machinery for Compost Plant & Scientific Landfill; (i)	(i)Plant & Machinery for Compost Plant	(i)Plant & Machinery for Pre-Sorting Facility and Windrow Compost Plant. Added "Weighbridge at the Landfill site for weighment of rejects"
Page 73 Form (VII): Form of letter of Intent by JV Partners to Enter into JV Agreement	ITB Clause 5.7	ITB Clause 5.5 & 5.6
Page 79 Form (Ix) Form of Undertaking by Joint Venture Partners	Clause 5.7	ITB Clause 5.5 & 5.6
Page 82, Form-X Legally Binding Signed declaration of Undertaking		New Form X : Legally Binding Signed declaration of Undertaking Is Appended.
Page 84, ANNEX A to the Bidding Documents – Form; Form (xi); Bidder's Price Schedules; Preamble to the Price Schedules; Clause 2.2.1 (i) a.	Cost of design, setting up processing and disposal facility including site development cost, cost of civil works, plant & machinery, materials etc. for the proper execution of the Design-Build Services in accordance with the Contract.	Cost of design, setting up of Secondary Transfer Stations, processing plant 150 TPD capacity mixed MSW Windrow Compost Plant with pre-sorting facility and disposal facility including site development cost, cost of civil works, plant & machinery, materials etc. for the proper execution of the Design-Build Services meeting the Minimum Development Obligations in accordance with the Contract.
Page 84, ANNEX A to the Bidding Documents – Form; Form (xi); Bidder's Price Schedules; Preamble to the Price	Tipping Fee Rate (TFR): Tipping fee rate per MT basis for Operations Services ("Tipping Fee Rate-Treatment & Disposal" or "TFR") for all labour, related Operator's	Price for Operations and Maintenance Services shall be quoted as under: Tipping Fee Rate (TFR): Tipping fee rate per MT basis for

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<p>Schedules; Clause 2.2.1 (ii)</p>	<p>Equipment (Operations), consumables and all matters and things of whatever nature, including the preparation and implementation of plans, programs and reports, and carrying out operations and maintenance services,, training, customer service, as necessary for the proper execution of related Operations Services in accordance with the Contract . The Tipping Fee Rate shall cover all periodic capital expenses on Facility</p>	<p>Operations Services (“Tipping Fee Rate-Treatment & Disposal” or “TFR”) for all labour, related Operator’s Equipment (Operations), consumables and all matters and things of whatever nature, including the preparation and implementation of plans, programs and reports, and carrying out operations and maintenance services, training, customer service, as necessary for the proper execution of related Operations Services in accordance with the Contract. The Tipping Fee Rate shall cover all periodic capital expenditure on the SWM Facility including but not limited to –</p> <ul style="list-style-type: none"> ▪ Design, Build & Operation of augmentation of MSW Processing Plant using Windrow Composting to 300 TPD, ▪ capping and new cell creation for implementing phase-wise development of Scientific Landfill as per SWM Rules 2016, ▪ replacement and capacity augmentation of plant, machinery and vehicles for implementation of the proposed facilities in accordance with SWM Rules 2016 and Municipal Solid Waste Management manual 2016.
<p>Page 84, ANNEX A to the Bidding Documents – Form; Form (xi); Bidder’s Price Schedules; Price Schedule 1</p>	<p>Note: The selected bidder shall be required to submit a detailed break-up of the Design Build Services and Capital Equipment (The detailed break-up should</p>	<p>Note: The selected bidder shall be required to submit a detailed break-up of the Design Build Services and Capital Equipment (The detailed break-up should correspond to each</p>

Clause Reference	Original clause	Revised Clause
	correspond to each item of the Minimum Development Obligation clause 2.4 of Appendix 3C: Technical Standards and Billing Schedule in Appendix 2 of the Contract) for billing purpose; such break-up will be reviewed by the Owner, and discussed with the selected bidder before signing the contract. However, for evaluation of bids, the total price for Design-Build Services and Equipment quoted above shall be taken into consideration in accordance with ITB 5.6.	item of the Minimum Development Obligation clause 2.4 of Appendix 3C: Technical Standards and Billing Schedule in Appendix 2 of the Contract) for billing purpose; such break-up will be reviewed by the Owner, and discussed with the selected bidder after signing the contract. However, for evaluation of bids, the total price for Design-Build Services and Equipment quoted above shall be taken into consideration in accordance with ITB 5.6.
Page 84, ANNEX A to the Bidding Documents – Form; Form (xi); Bidder’s Price Schedules; Price Schedule 2	(2)The bidder shall provide along with the price schedule a separate table giving details of taxes, duties, levies and other applicable taxes considered by him and included in the prices offered under Schedule-1 and Schedule-2. Service Tax will not be considered as it will be paid separately by the Owner, if applicable, against proof of applicability and payment.	(2)The bidder shall provide along with the price schedule a separate table giving details of taxes, duties, levies and other applicable taxes considered by him and included in the prices offered under Schedule-1 and Schedule-2. Service Tax will not be considered under Schedule 2 as it will be paid separately by the Owner, if applicable, against proof of applicability and payment.
Page 2, ANNEX B to the Bidding Documents Article 1 –Contract And Interpretation Clause No.1.1	“ Existing Operation Services” is defined in DBSA Section 4.1 “Monthly Operations Payment” is defined in Section 1.4 of the Terms and Procedure of Payment Appendix “Performance Security” is defined in GC section 5.4.1(1)	“ Existing Operation Services” is defined in DBSA Section 4 “Monthly Operations Payment” is defined in Section 1.3 of the Terms and Procedure of Payment Appendix “Performance Security” is defined in GC section 5.5.1(1)
Annex B To the Bidding Document (i) Form of Contract	4.The Operator has represented to the Owner that it has the skills and ability to design, build,	4.The Operator has represented to the Owner that it has the skills and ability to design, build, manage,

Clause Reference	Original clause	Revised Clause
	manage, operate, and maintain the solid waste disposal facility in an economical and effective manner with and agrees to do so upon and subject to the terms and conditions of the Contract Documents;	operate, and maintain the solid waste management facility in an economical and effective manner with and agrees to do so upon and subject to the terms and conditions of the Contract Documents;
<p>page 142, Appendix 2 to the Contract; Appendix 2: Terms and Procedures of Payment; Clause 1.2 (2)</p>	<p>The Mobilization Advance paid to the Operator by the Owner shall be recovered commencing from the date on which the payment to the Operator has reached 20% of the value of Design, Build and Commissioning Services and shall be recovered at the rate of 25% of Mobilization Advance from each bill submitted by the Operator for the payment. The entire amount of mobilization advance shall be recovered latest by the time payments up to 90% of the value of Design Build & Commissioning services have been paid to the operator.</p>	<p>Deleted.</p>
<p>Page 84, ANNEX A to the Bidding Documents – Form; Form (xi); Bidder’s Price Schedules; Preamble to the Price Schedules; Clause 2.2.1 (ii)</p>	<p>Tipping Fee Rate (TFR): Tipping fee rate per MT basis for Operations Services (“Tipping Fee Rate-Treatment & Disposal” or “TFR”) for all labour, related Operator’s Equipment (Operations), consumables and all matters and things of whatever nature, including the preparation and implementation of plans, programs and reports, and carrying out operations and maintenance services,, training, customer service, as necessary for the proper execution of related Operations Services in accordance with the Contract . The Tipping Fee Rate shall cover all periodic capital expenses on Facility.</p>	<p>Tipping Fee Rate (TFR): Tipping fee rate per MT basis for Operations Services (“Tipping Fee Rate-Treatment & Disposal” or “TFR”) for all labour, related Operator’s Equipment (Operations), consumables and all matters and things of whatever nature, including the preparation and implementation of plans, programs and reports, and carrying out operations and maintenance services, training, customer service, as necessary for the proper execution of related Operations Services in accordance with the Contract. The Tipping Fee Rate shall cover all periodic capital expenditure on the SWM Facility including but not limited to –</p> <ul style="list-style-type: none"> ▪ Design, Build & Operation of augmentation of MSW Processing Plant using Windrow Composting

Clause Reference	Original clause	Revised Clause
		<p>to 300 TPD,</p> <ul style="list-style-type: none"> ▪ capping and new cell creation for implementing phase-wise development of Scientific Landfill as per SWM Rules 2016, ▪ replacement and capacity augmentation of plant, machinery and vehicles for implementation of the proposed facilities in accordance with SWM Rules 2016 and Municipal Solid Waste Management manual 2016.
<p>General Conditions of Contract; ARTICLE 7: CONTRACT ADMINISTRATION AND SUPERVISION DURING THE DESIGN-BUILD AND OPERATIONS PERIODS Clause 7.3.4</p>	<p>(1)The Independent Engineer may from time to time assign duties and delegate authority to Independent Engineer assistants, and may also revoke such assignment or delegation. Unless otherwise specified by the CSCU in writing, all instructions, approvals, certificates, consents, notices, requests shall be issued by the Independent Engineer. The Independent Engineer shall not delegate the authority to determine any matter in accordance with GC Section 7.3.6.</p>	<p>(1)The Independent Engineer may from time to time assign duties and delegate authority to Independent Engineer assistants, and may also revoke such assignment or delegation. Unless otherwise specified by the Independent Engineer in writing, all instructions, approvals, certificates, consents, notices, requests shall be issued by the Independent Engineer. The Independent Engineer shall not delegate the authority to determine any matter in accordance with GC Section 7.3.6.</p>
<p>General Conditions of Contract; ARTICLE 7: CONTRACT ADMINISTRATION AND SUPERVISION DURING THE DESIGN-BUILD AND OPERATIONS PERIODS Clause 7.3.6</p>	<p>Change in the Independent Engineer The Owner may, in its sole discretion, change the Independent Engineer. If the Owner intends to change the Independent Engineer, it shall give the Operator 30 days prior notice of the change.</p>	<p>Determinations by the Independent Engineer (1)Whenever these General Conditions provide that the Independent Engineer shall proceed in accordance with this GC Section 7.3.6 to agree or determine any matter, the Independent Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Independent Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. (2)The Independent Engineer shall give notice to both Parties of each</p>

Clause Reference	Original clause	Revised Clause
		agreement or determination, with supporting particulars.
<p>General Conditions of Contract; ARTICLE 7: CONTRACT ADMINISTRATION AND SUPERVISION DURING THE DESIGN-BUILD AND OPERATIONS PERIODS Clause 7.3.7</p>	<p>Determinations by the Independent Engineer</p> <p>(1)Whenever these General Conditions provide that the Independent Engineer shall proceed in accordance with this GC Section 7.3.6 to agree or determine any matter, the CSCU Director shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Independent Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>(2)The Independent Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars.</p>	<p>Change in the Independent Engineer</p> <p>The Owner may, in its sole discretion, change the Independent Engineer. If the Owner intends to change the Independent Engineer, it shall give the Operator 30 days prior notice of the change.</p>
<p>Appendix-1 to Contract; Special Conditions of Contract; Clause:19</p>	<p>For the purpose of GC Section 5.1 (2) b, the minimum assured daily quantity of waste shall be 200 MT. The minimum assured payment against the said assured quantity of waste, shall be calculated on the basis of Tipping Fee Rate as specified above on a monthly basis.</p>	<p>For the purpose of GC Section 5.1 (2) b, the minimum assured daily quantity of waste shall be 130 MT from Operations Starting Date with 2% year on year increment. The minimum assured payment against the said assured quantity of waste, shall be calculated on the basis of Tipping Fee Rate as specified above on a monthly basis.</p>
<p>Appendix 2 to the Contract Terms and Procedures of Payment Clause: 1.3 (a)</p>	<p>Tipping Fee payments will be calculated as below:</p> <p>Tipping Fee = TFR x (WS-NCW) – Liquidated Damages</p> <p>Where :</p> <ul style="list-style-type: none"> • TFR is the Tipping Fee Rate per MT set out (for the respective year) in the Price Schedule of Operations Services 	<p>Tipping Fee payments will be calculated as below:</p> <p>Tipping Fee = TFR x (WS) – Liquidated Damages</p> <p>Where :</p> <ul style="list-style-type: none"> • TFR is the Tipping Fee Rate per MT set out (for the respective year) in the Price Schedule of Operations Services • WS is the maximum of:

Clause Reference	Original clause	Revised Clause
	<ul style="list-style-type: none"> • WS is the quantity of solid waste in MT received in that month, as certified by Owner Engineer • NCW is the quantity of Non-Conforming Waste in MT in excess of 5% of the total Municipal Solid Waste collected/received in that month, as certified by Owner Engineer. <p>Non-Conforming Waste includes:</p> <ul style="list-style-type: none"> • Industrial waste • Radioactive waste • Bio-medical waste • Effluents requiring treatment • Construction and demolition debris 	<ul style="list-style-type: none"> a) quantity of solid waste in MT received in that month, as certified by Independent Engineer b) Minimum Assured Quantity of daily waste multiplied by the number of days in that month <p>The Operator shall have the right to reject the Non-Conforming Waste in excess of 5% of waste received at site. Non-Conforming Waste includes:</p> <ul style="list-style-type: none"> • Industrial waste • Radioactive waste • Bio-medical waste • Effluents requiring treatment • Construction and demolition debris • Animal Carcasses <p>Any dispute on the rejection of Non-Conforming Waste shall be referred to Independent Engineer whose decision shall be final and binding on both the Parties.</p>
Appendix 2 Billing Schedule for Design Build Services		Old Billing Schedule for Design Build Services deleted and new Billing Schedule is appended here with.
Appendix 3B: Operations Services Index – 2.1	2.1 (a) (iii) recycle and resell for reuse certain categories of solid waste;	2.1 (a) (iii) recycle and resell for reuse certain categories of solid waste such that not more than one week’s generation of recyclable waste is kept in the processing and disposal site premises.
Appendix 3B: Operations Services Index – 2.2.2 (e)	2.2.2 (e) The Operator shall provide a status report on the implementation of all recommendations set out in the documents as part of the Monthly Reports and Annual Reports.	2.2.2 (e) The Operator shall provide a status report on the implementation of all recommendations set out in the documents as part of the Monthly Reports and Annual Reports. The Operator shall also submit necessary compliance documents to statutory

Clause Reference	Original clause	Revised Clause
		authorities from time to time in accordance with SWM Rules 2016, Applicable Laws.
Appendix 3B: Operations Services Index – 10.2 Capital Investment Program	10.2 (1) Apart for the Design-Build Services, the Operator shall also be responsible for carrying out any capital investment programs for expansion or increase of capacity of Processing Facility and Scientific Landfill Facility or any part thereof so as to be able to process 100% throughput of solid waste generated in Service Area throughout the Contract Duration.	10.2 (1) Apart for the Design-Build Services, the Operator shall also be responsible for carrying out any capital investment programs for expansion or increase of capacity of Processing Facility and Scientific Landfill Facility or any part thereof so as to be able to process 100% throughput of solid waste generated in Service Area throughout the Contract Duration. The Capital Investment Program shall include but not limited to – <ul style="list-style-type: none"> ▪ Upgradation of the Processing Plant capacity from 150 TPD to 300 TPD ▪ Replacement capital expenditure of vehicles, plant and equipment ▪ Repairs, maintenance of plant and equipment, vehicles ▪ Routine and periodic maintenance of civil works, upkeep and maintenance of all the project facilities ▪ Development of new landfill cell in phases and closure of filled landfill cell in accordance with the CPEEHO manual, SWM Rules 2016 and applicable guidelines
Appendix 3B: Operations Services Index – 11.1.2 Waste Measurement	(b) read the weigh scales in accordance with general instructions of the Owner each time a Customer enters or leaves the Facility;	(b) read the weigh scales in accordance with general instructions of the Owner each time the waste carrying vehicles enters or leaves the Facility and each time waste is disposed to the landfill;
Appendix 3B: Operations Services Index – 11.1.2 Waste Measurement		Added “(j) The Independent Engineer/ Owner shall verify the weighment of the waste entering the processing facility based on which Tipping Fee payments will be made.”
Appendix 3B: Operations Services Index – 11.1.2	(g) monitor the amount of waste that is deposited at the	(g) monitor and weigh the amount of waste that is deposited at the

Clause Reference	Original clause	Revised Clause
Waste Measurement	Scientific Landfill Facility.	Scientific Landfill Facility.
Appendix 3C to the Contract – Technical Standards Appendix Clause 2.4 Minimum Development Obligations, C (viii)	<p>Gate, Compound Wall and Fencing</p> <p>Compound Wall shall be provided around the complete perimeter of the facility. The walls shall be Masonry with RCC columns and beams provided at sufficient intervals. The wall should minimum 2m high and shall be properly designed as per the relevant Indian Standard codes. Barb Wire fencing should be provided on top of the wall, designed and installed as per the relevant Indian Standard code.</p> <p>M.S. Gate should be provided at the entrance. The entrance should be wide enough to allow easy access for all vehicles envisaged for the facility.</p>	Compound wall around 31.737 Acre available at SWM Plant site at Mohuda is about 1854.00 mtr. Out of this BeMC will undertake construction of 998.00 mtr length of compound wall.
Appendix 4 to the Contract; Site Appendix Clause 1.1.1	<p>(d) Location of Project Site on Topo Sheet.</p> <p>(e) Site Map 5: General Layout plan of the Facility</p> <p>(f) Site Map 6: Indicative Sectional Details of the Landfill</p>	(deleted)
Appendix 3C to the Contract – Technical Standards Appendix Clause 2.4 Minimum Development Obligations, B	Processing Facilities (All the components under the processing plant shall be covered with M.S. shed)	Mixed Municipal Solid Waste Processing Plant (using Windrow Composting Technology only) of 150 TPD capacity with expansion to 300 TPD capacity during the Contract Period. (All the components under the processing plant shall be covered with Mild Steel shed with Corrugated Galvanized Steel Sheets Roofing)
Appendix 3C to the Contract – Technical Standards Appendix Clause 2.4 Minimum Development Obligations, C - v	Workshop is proposed which would include an RCC framed building with partly RCC roof and partly truss with MS or GI sheet roofing for Vehicle Maintenance. Concrete flooring	An RCC / Brick Masonry structure of minimum 100 sqm for storing consumables, spare parts etc. All necessary facilities including ramp platform with hydraulic lift for the maintenance of proposed vehicles

Clause Reference	Original clause	Revised Clause
	is proposed as per the relevant IRC and Indian Standard codes. The facility for washing of the vehicles should be provided at the workshop.	needs to be provided.
Appendix 3C to the Contract – Technical Standards Appendix; Clause 2.4 Minimum Development Obligations, D – i	The Scientific Landfill should be designed for a capacity 30% of the average waste generation of 250 TPD for 20 years. The capacity should take due care of daily cover, lining system and intermediate and final cover. The landfill should be designed and constructed in 4 phases over a period of 20 years as per the latest CPHEEO manual / SWM Rules and should include the following components:	The Scientific Landfill should be designed for a capacity of 25% of the total waste generated for 20 years from the base year. The capacity should take due care of daily cover, lining system and intermediate and final cover. The landfill should be designed and constructed phases over a period of 20 years as per SWM Rules 2016 and Municipal Solid Waste Management Manual 2016 and should include the following components:
Appendix 3C to the Contract – Technical Standards Appendix; Clause 2.4 Minimum Development Obligations,	C. Common Facilities required at the Processing and Disposal site iii. Weigh Bridge and Cabin The Weigh Bridge should be suitably located to weigh the fresh waste being received at the site before being transported to the Tipping Area. The minimum platform size should be 9m x 4m and the should have a capacity of 30 MT. A small control room of RCC framed structure and masonry walls of 3m x 3m should be provided complying to all relevant Indian Standard codes and National Building Code. The room should be complete in all respect including all the electrical fixtures, doors and windows, flooring etc as approved by the Independent Engineer.	C. Common Facilities required at the Processing and Disposal site iii. Calibrated Weigh Bridge and Cabin The Weigh Bridge should be suitably located to weigh the fresh waste being received at the site before being transported to the Tipping Area. The minimum platform size should be 9m x 4m and the should have a capacity of 30 MT. A small control room of RCC framed structure and masonry walls of 3m x 3m should be provided complying to all relevant Indian Standard codes and National Building Code. The room should be complete in all respect including all the electrical fixtures, doors and windows, flooring etc as approved by the Independent Engineer. Additional weighbridge of same capacity shall be provided near the landfill site to weigh the rejects before being disposed to landfill.
Appendix 3C to the Contract – Technical Standards Appendix;	The composting unit shall be completely covered and shall have the following	Only Windrows Composting technology would be used for processing of waste. The

Clause Reference	Original clause	Revised Clause
<p>Article 2: The Technical Standards Chart; DBSA 2.8: Other Design Responsibilities</p>	<p>components/sections of appropriate size and capacity, as required for such a facility:</p>	<p>composting unit shall be completely covered and shall have the following components/sections of appropriate size and capacity, as required for such a facility:</p>
<p>Form of Contract; Article 2 – Operator’s Compensation and Terms of Payment; Clause 2.1 (i) (a)</p>	<p>Cost of design, setting up static compactor stations, processing and disposal facility including site development cost, cost of civil works, plant & machinery, materials etc. for the proper execution of the Design-Build Services in accordance with the Contract.</p>	<p>Cost of design, setting up of Secondary Transfer Stations, processing plant (150 TPD capacity mixed MSW Windrow Compost Plant with pre-sorting facility expandable to 300 TPD capacity during the Contract Period) and disposal facility including site development cost, cost of civil works, plant & machinery, materials etc. for the proper execution of the Design-Build Services meeting the Minimum Development Obligations in accordance with the Contract.</p>
<p>Form of Contract; Article 2 – Operator’s Compensation and Terms of Payment; Clause 2.1 (ii) (a)</p>	<p>Tipping Fee Rate (TFR): Tipping fee rate per MT basis for Operations Services (“Tipping Fee Rate-Treatment & Disposal” or “TFR”) for all labour, related Operator’s Equipment (Operations), consumables and all matters and things of whatever nature, including the preparation and implementation of plans, programs and reports, and carrying out operations and maintenance services,, training, customer service, as necessary for the proper execution of related Operations Services in accordance with the Contract . The Tipping Fee Rate shall cover all periodic capital expenses on Facility.</p>	<p>Tipping Fee Rate (TFR): Tipping fee rate per MT basis for Operations Services (“Tipping Fee Rate-Treatment & Disposal” or “TFR”) for all labour, related Operator’s Equipment (Operations), consumables and all matters and things of whatever nature, including the preparation and implementation of plans, programs and reports, and carrying out operations and maintenance services, training, customer service, as necessary for the proper execution of related Operations Services in accordance with the Contract. The Tipping Fee Rate shall cover all periodic capital expenditure on the SWM Facility including Design, Build & Operation of augmentation of MSW Processing Plant using Windrow Composting to 300 TPD, capping and new cell creation for implementing phase-wise development of Scientific Landfill as per SWM Rules 2016, replacement and capacity augmentation of plant, machinery and vehicles for implementation of</p>

Clause Reference	Original clause	Revised Clause
		the proposed facilities in accordance with SWM Rules 2016 and Municipal Solid Waste Management manual 2016.
(additional clause) Form of Contract; Article 2 – Operator’s Compensation and Terms of Payment; Clause 2.1 (iii)		The Operator shall be responsible for the Design, Build and Operation of all the Components / Activities proposed for the Project Facilities during the Contract Period necessary as per applicable laws within the battery limit of the Project Site at no extra cost.
(additional clause) General Conditions of Contract; Article 5 – Contract Price & Payment; Clause 5.7		The Owner and the Operator shall enter into a Trust and Retention Account Agreement (TRA) for securing the payment to the Operator during the Operations Period. The form of TRA Agreement is given in Appendix 15 to the Contract.
Appendix 3A to the Contract; Design Build Service Appendix; Article 2 – Design Services; Clause 2.1.3 (f)	obtaining all approvals, permits, including building permits, and licences for the Design-Build Services, except for those approvals, permits or licences that the Owner is explicitly required to obtain itself under the Applicable Law in which case the Operator shall prepare all documentation and provide assistance to the Owner in obtaining such approval, permits or licences.	obtaining all approvals, permits, including building permits, and licences for the Design-Build Services, except for those approvals, permits or licences that the Owner is explicitly required to obtain itself under the Applicable Law in which case the Operator shall prepare all documentation and provide assistance to the Owner in obtaining such approval, permits or licences. The Owner shall be responsible for obtaining Environmental Clearance for capacity expansion including all surveys, studies and documentations required for this purpose.
(Additional Clause) Appendix 5 to the Contract; Service Area Appendix; Article 1 – General; Clause 1.1 (1)		(b) The operator shall accept the waste from additional areas incorporated in Berhampur Municipal Corporation (BeMC) during the Contract Period. The BeMC shall be responsible for

Clause Reference	Original clause	Revised Clause
		<p>transportation of the waste from the additional areas to the nearest Secondary Transfer Station / Waste Processing & Disposal site.</p> <p>(c) If any other ULB wants to send their Municipal Waste to the Proposed Facilities, the same shall be accepted by the Operator subject to the approval of BeMC and payment of the Tipping Fees and transportation of the Municipal Waste to the nearest Secondary Transfer Station / Waste Processing & Disposal Site by the concerned ULB.</p> <p>(d) The above is subject to the overall capacity of the Plant of 300 TPD.</p>
<p>Appendix 8 to the Contract – Liquidated Damages Operations – 2.1</p>	<p>2.1 (3) The total amount of Liquidated Damages payable by the Operator in any month shall not exceed 40 per cent of the fee for that month.</p>	<p>2.1 (3) The total amount of Liquidated Damages payable by the Operator in any month shall not exceed 50 per cent of the fee for that month.</p>
<p>Appendix 8 to the Contract – Liquidated Damages Operations – 2.1 Performance Criteria Table</p>	<p>The Operator fails to reduce the Refuse Matter (RF) disposed in Scientific Landfill Facility to less than 20% of MSW received in a quarter:</p> <p><i>If IRF is 20.1% -30%</i></p>	<p>The Operator fails to reduce the Refuse Matter (RF) disposed in Scientific Landfill Facility to less than 25% of MSW received in a quarter:</p> <p><i>If IRF is 25.1% -30%</i></p> <p>The Owner’s representative/ Independent Engineer shall check and certify the quantum of waste disposed off at Scientific Landfill facility.</p>
<p>Billing Schedule for Design Build Services provided at Appendix -2 to the Contract, Terms and Procedure of Payment at Page 141 is deleted and replaced by Annexure -2</p>		
<p>The following sections from the APPENDIX 4: SITE APPENDIX of the Contract have been deleted: System Design and Infrastructure Assessment Proposed Waste Management System 1.5 Design Period and Capacity 1.6 Implementation Plan</p>		

Clause Reference	Original clause	Revised Clause
		Appendix 15 to the Contract: Trust and Retention Account Agreement added to the Contract as per Annexure-1 provided at the end of this document.
		Appendix -1 (for form (vii) Form for Letter of Intent) added for form (vii): FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV AGREEMENT of ANNEX A to the Bidding Documents as per Annexure-3 provided at the end of this document.
		<p>For the purpose of Information following documents are provided to the Bidders:</p> <ul style="list-style-type: none"> ▪ Background Information Document ▪ Autocad file of Topographic map of site ▪ EIA report for the Project <p>The above three documents shall not form part of the Bid Document and is provided for information purpose only.</p>

Annexure 1:

Appendix 15: Trust and Retention Account Agreement

THIS TRUST AND RETENTION ACCOUNT AGREEMENT (this "**Agreement**") is entered into on [●] by and among:

1. **Berhampur Municipal Corporation**, a municipal corporation established vide Housing and Urban Development Department Notification No. S.R.O No. 642/2008/dated 29 December 2008 and operating under Orissa Municipal Corporation Act of 2003 and having its offices at Berhampur Municipal Corporation, Berhampur- 760001, Odisha, Berhampur, Odisha, acting through the municipal commissioner ("**BeMC**");
2. [●], a company duly registered in India as per the Companies Act of 1956, as amended from time to time, located at [●] and its representative being [●], duly authorized ("**Operator**"); and
3. [●], a bank duly registered in India, having its principal office at [●], and represented by [●] (the "**Escrow Agent**").

BeMC, the Operator and the Escrow Agent are referred to herein collectively as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. According to the Contract Agreement entered into on [●] between BeMC, the Operator (the "**Contract Agreement**"), BeMC and the Escrow Agent shall establish an escrow account for the benefit of the Operator. BMC shall fund such account (pursuant to the terms of this Agreement), which shall serve to secure BeMC's payment obligations towards the Operator under the Contract Agreement.
- B. The Escrow Agent is willing to serve as an escrow agent in accordance with the terms and conditions of this Agreement.
- C. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Concession Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. ESCROW ACCOUNT

1.1 Appointment

BeMC and the Operator hereby appoint the Escrow Agent to serve as the escrow agent for the purposes of this Agreement and subject to the terms of this Agreement and the Escrow Agent hereby accepts this appointment.

1.2 EscrowAccount

Within five (5) Business Days of the date hereof, BeMC and the Escrow Agent shall establish an escrow bank account denominated in Indian Rupees for the benefit of the Operator (the "**Escrow Account**").

1.3 Deposit

1.3.1 One (1) month prior to the Operations Starting Date, BeMC shall deposit an amount equal to three (3) months of Tipping Fee calculated on the basis of the Daily Guaranteed Tonnage multiplied by ninety (90) days (the "Initial Deposit").

1.3.2 BeMC shall, within fifteen (15) days of payment by the bank of 75% of the Tipping Fee to the Operator, replenish the Escrow Account so that the amount present on the Escrow Account equals to three (3) months of Tipping Fee calculated on the basis of the average Tipping Fee paid to the Operator over the preceding three (3) months (the "Deposits").

1.3.3 Failure to comply with this Article 1.3.2 shall be deemed a BeMC Event of Default under the Contract Agreement.

1.3.4 The Initial Deposit and the Deposits made each month by BeMC shall be collectively referred to as the "Escrow Amount".

1.4 Identification and Separation

The Escrow Agent shall clearly identify in its records the Escrow Account as an escrow account and shall keep the funds standing to the credit of the Escrow Account segregated from and not commingled with the Escrow Agent's own funds or the funds of any of its other customers or third parties.

1.5 Fees

1.5.1 BeMC shall bear the costs of the fees to be paid to the Escrow Agent for the establishment and management of the Escrow Account.

1.5.2 Any payment made by BeMC under this Agreement shall be made from the following account or from such other account which BeMC may designate from time to time:

Bank:

Account number:

BIC (SWIFT):

Address of Bank:

1.6 EscrowAccountStatements

The Escrow Agent shall provide monthly statements regarding the Escrow Account to BeMC and the Operator.

2. ESCROW AMOUNT

- 2.1** The Escrow Agent shall hold the Escrow Amount in escrow for the sole benefit of the Operator. The Escrow Agent shall not release any of the Escrow Amount for any person other than the Operator. In particular, the Escrow Agent shall not accept any requests for withdrawals or transfers of the Escrow Amount from BeMC for the benefit of BeMC or any third party, unless it is made in accordance with this Agreement.
- 2.2** The Escrow Agent shall not apply any right of set-off against the Escrow Amount, grant any lien over the Escrow Amount, or apply any fee or deduction in relation to the Escrow Amount.
- 2.3** At the end of each calendar year, the Escrow Agent shall transfer into an account of BeMC as BeMC shall designate, any amount exceeding an amount equivalent to three (3) months of Tipping Fee calculated on the basis of the average Tipping Fee paid to the Operator over the preceding three (3) months. Thus, the Escrow Amount at the end of each calendar year shall be equivalent to three (3) months of Tipping Fee calculated on the basis of the average Tipping Fee paid to the Operator over the preceding three (3) months.

3. PAYMENT

- 3.1** Each month, the Operator shall issue an invoice (the "Tipping Fee Statement") and send it to the Escrow Agent, with a copy to BeMC. The Escrow Agent shall pay the Operator seventy-five per cent (75%) of the amount mentioned on the Tipping Fee Statement within five (5) Business Days following the receipt of such Tipping Fee Statement.
- 3.2** The remaining twenty-five per cent (25%) of the amount on the Tipping Fee Statement shall be paid by the Escrow Agent upon submission by the Operator of a written approval of its Tipping Fee Statement by BeMC. BeMC shall provide its written approval (or disapproval with part or all of the Tipping Fee Statement) within thirty (30) days following receipt of such Tipping Fee Statement.
- 3.3** In the event the written approval (or disapproval with part or all of the Tipping Fee Statement) is not received from BeMC within thirty (30) days of receipt of copy of the Tipping Fee Statement by BeMC as provided in the above paragraph, the written approval from BeMC shall be deemed to have been obtained by the Operator and the Escrow Agent may release the remaining twenty-five per cent (25%).
- 3.4** At End Date or on the date of termination, as may be the case, BeMC shall send instructions to the Escrow Agent requesting him to release and transfer any due and payable amounts to the Operator and any remaining amounts to be transferred to BeMC.

4. OBLIGATIONS OF THE ESCROW AGENT

4.1 The obligations of the Escrow Agent under this Agreement are subject to the following terms:

- (a) the duties of the Escrow Agent are only as herein specifically provided, and are purely administrative in nature. The Escrow Agent shall neither be liable for, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document in connection herewith, including, without limitation, the Concession Agreement, and shall be required to act in respect of the Escrow Account only as provided in this Agreement. This Agreement sets forth all the obligations of the Escrow Agent with respect to any and all matters pertinent to the Escrow Account contemplated hereunder and no additional obligations of the Escrow Agent shall be implied from the terms of any other agreement. The Escrow Agent shall incur no liability in connection with the discharge of its obligations under this Agreement or in connection therewith, except such liability as may arise from the Escrow Agent's negligence, willful misconduct or otherwise from any breach of this Agreement. Such liability, however, shall not exceed the amount on the Escrow Account outstanding at the date of the said breach by the Escrow Agent;
- (b) the Escrow Agent shall notify the Operator and BeMC in the event BeMC does not replenish the Escrow Account in accordance with Article 1.3.2 within seven (7) Business Days;
- (c) the Escrow Agent shall not be required to perform any acts which will violate any laws or regulations applicable in India and in the State of Odisha;
- (d) in the event of any bankruptcy proceedings or enforcement proceedings against any of the Parties pursuant to applicable laws or regulations, the Escrow Agent shall, notwithstanding the provisions of this Agreement, act and perform in accordance with the applicable laws or regulations.

5. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that, as of the date hereof and in the foreseeable future:

- (a) it has the authority to enter into this Agreement;
- (b) this Agreement constitutes a legally valid and binding obligation, enforceable against it in accordance with its terms;
- (c) its entry into and/or performance under this Agreement will not be in breach of any express or implied terms of any contract with or other obligation to any third party; and
- (d) it is solvent and able to perform all of its obligations under this Agreement.

6. MISCELLANEOUS

6.1 Notices

Any notice or other communication to be given or made under this Agreement to the Parties shall be in writing. Except as otherwise provided in this Agreement, such notice, request or other communication shall be delivered by registered mail or facsimile to the Party(ies) at the following addresses:

BeMC: [●]

The Escrow Agent: [●]

The Operator: [●]

6.2 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter (i.e. escrow arrangement) and replaces and supersedes all prior agreements, arrangements, undertakings or statements regarding such subject matter.

6.3 Amendments

No variation of or amendment to this Agreement shall be effective unless made in writing and executed by all the Parties hereto.

6.4 Assignment

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by a Party without the prior written consent of the other Parties.

6.5 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under law, but if any provision of this Agreement is unenforceable or invalid underlaw, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.

6.6 Confidentiality

Unless otherwise determined by a competent jurisdiction, the Parties, their employees, representatives and agents shall keep the provisions of this Agreement strictly confidential and, except as may be required by law, shall make no disclosure thereof to any person, except the Parties' respective legal counsel and professional advisers, without the prior written consent of the other Parties.

6.7 Termination

This Agreement shall be automatically terminated upon the End Date, as defined in the Contract Agreement, or on the date of termination of the Contract Agreement. It may also be terminated earlier if BeMC and the Operator agree to terminate the Agreement and send a termination notice to the Escrow Agent.

6.8 Dispute Resolution Mechanism

- 6.8.1 This Agreement shall be governed by and construed in accordance with the laws of India and the laws of the State of Odisha.
- 6.8.2 If any dispute arises out of or in connection with this Agreement, this dispute shall not affect the Parties' duty to continue the performance of all of their non-disputed obligations.
- 6.8.3 If any dispute arises, either Party shall give notice to the other Parties of the same, whereupon the Parties shall meet promptly and in a good faith to attempt to reach an amicable settlement.
- 6.8.4 All disputes not settled amicably pursuant to Article 6.8.3 above shall be heard by the High Courts of Odisha.

IN WITNESS WHEREOF, each Party has duly executed this Agreement in three (3) originals on the date set out on the first page hereof.

Annexure - 2

Appendix 2: Terms and Procedures of Payment

Revised Billing Schedule for Design Build Services

For Civil works

The Indicative items of civil works are given below.

1. Land Site Development

- a. Site clearance

2. Mandatory Ancillary Civil Works

- Green belt development & Landscaping
- Admin Building
- Internal Roads
- Heavy Vehicle Parking with Workshop Area
- Electrification of Site and Street Lighting
- Construction of the Storm Water Drains
- Staff Vehicle Parking
- Weighbridge at entrance and at landfill site
- Civil structure for weighbridges
- Supply and Installation of Weighbridge Machine
- Static Compactor Stations (5 Stations)
- Installation of the Substation
- Guard Room
- Water Supply Works
- Compound Wall

3. Compost Plant

- Covered Tipping Area (Unloading Platform)
- Covered Shed for Presorting section
- Covered Concreted Compost Pad including the Peripheral Leachate Drain
- Covered Shed for Curing and Preparatory Section
- Covered Shed for Refinement Section
- Covered shed for Finishing Section
- Covered Shed for Storage Godown
- Covered Shed for Recyclables Storage
- Leachate Collection Sump
- Electrical Room
- Toilet Facility
- Leachate Treatment Plant

4. Sanitary Landfill - LF Cell & Infrastructure at land Fill site

- Supply of the Soil for the Embankment
- Construction of peripheral embankment with Clay and Bentonite
- Supply and construction of the 900 mm thick layer (clay or amended soil) at Bottom
- Supply and installation of the 1.5 mm HDPE Liner
- Supply and construction of the drainage layer including the leachate collection system
- Commissioning of the sanitary landfill including other facilities viz. roads, ramp etc.
- Installation of the monitoring system

Payment for Civil works

Item	Payment
Mobilisation Advance	10%
Payment on monthly basis for bills raised by the Operator	70% of the bill amount will be paid on certification of bills by Independent Engineer and approval by Owner
On completion of construction of all the facilities	10%
Testing & Commissioning	10%
Total	100%

Payment for equipment, vehicles, plant and machinery

Item No.	Description of Items	Mobilisation Advance	Procurement and supply of machines and equipment	Testing & commissioning
1	Procurement, Supply and Commissioning of Mechanical equipment /machines for Compost Plant	10%	70%	20%
2	Vehicles for Compost Plant and Landfill	10%	80%	10%
3	Procurement, Supply and Commissioning of Mechanical equipment/ machines / vehicles for Static Compactor Stations and Hook Loaders for Secondary Transportation	10%	70%	20%

Note: The selected bidder shall be required to submit a detailed break-up of the quoted Design Build Services and Capital Equipment for billing purpose; such break-up will be reviewed by the Owner/ Independent Engineer. The approved BOQ and the Billing Schedule forms the basis for payments subject to the overall quoted price for Design & Build Services . The Independent Engineer shall certify the bills of Operator based on the approved BOQ.

Annexure 3

APPENDIX-I (for form (vii) Form for Letter of Intent)

1. Information regarding the role of each Member should be provided as per table below

Sl. No.	Name of Member	Role	Share of work in the Project
1.			
2.			
3.			

Form-X: Legally binding signed declaration of undertaking

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines* . We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards. We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of India . We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the OUIDF and KfW if this situation occurs at a later stage. We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the OUIDF and/or BEMC, the OUIDF shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

(Place)..... (Date)..... (Name of company)

(Signature(s))

*Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries“ and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries