



WEST BENGAL POLLUTION CONTROL BOARD

(Department of Environment, Govt. of West Bengal)

“ Paribesh Bhavan ”

Bldg. No. 10A, Block – LA, Sector – III, Salt Lake City,
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Date:- 12/03/2014

Minutes of the Pre-bid Meeting held on 12.03.2014 at 11.00 am at Paribesh Bhavan 10A, Block-LA, Sector-III, Kolkata-700098 for “Remediation/ Closure and Containment of Dhapa Municipal Dumpsite in Kolkata, West Bengal.”

(Ref : NCB/44/W/WBPCB/WB-CBIPMP dt.26/02/2014)

Attendance :-

I) Prospective Bidders:-

Present

SL No	Name of the Prospective bidders
1	UPL Environmental Engineers Ltd., Vadodara
2	Khilari Infrastructure Pvt. Ltd, Navi Mumbai
3	Swach Environment Private Ltd, Kolkata
4	Ramky Enviro Engineers Ltd, Delhi
5	Sunil Hitech India Infra Pvt. Ltd, Mumbai
6	Garware Wall Ropes Ltd, Kolkata

ii) Client's (WBPCB) Representatives:-

1. Dr. N. Banerjee. Adviser
2. Shri S. K. Adhikari. Chief Engineer
3. Shri D.Sarkar. Sr. Environmental Engineer
4. Shri S. K. Khamrui. Finance Accounts Manager
5. Shri D. Bhaumik. Project Engineer, CBIPMP
6. Shri B. A. Chanda. Project Coordinator, CBIPMP

iii) Consultant (COWI A/S)'s Representatives:-

1. Shri Anand Kunte.
2. Smt. Rutuja Zaveri.

iv) KMC's Representatives:-

1. Shri A. K. Mondal.

Dhapa dumpsite Remediation Project

Request for clarification and Response / Clarifications from WBPCB

Query No.	Clause of Tender	Description of Query	Response / Clarifications
1	Section 1 - ITB, Clause 4.5 A., Pg. no.12,	<p>It is stated in the Bid that <i>“to qualify for award of the contract, each bidder in its name should have in the last five years i.e. 2008-09, 2009-10, 2010-11, 2011-12 and 2012 - 2013.”</i></p> <p>Query:</p> <p>What do you mean by “each bidder in its name”? How the term is applicable in case of JV? Please explain.</p>	<p>It means Every Bidder & in case of JV Bids it means each J V Partner</p> <p>As per clause 4.5A(1) the lead partner & each member should separately meet for annual turnover requirement.</p>
2	Section 1 - ITB, Clause 4.5 A. (2), Pg. no.12,	<p>The clause states that <i>“Satisfactorily completed, as a prime contractor, (or as JV Partner duly certified by the employer/main/prime Partner / Contractor) at least one similar work (Sanitary / Hazardous Waste Landfill facility construction / closure as per MSW Rules 2000) of value not less than Rs. 25 Crores* OR Two works of similar nature of landfill construction / closure works as per MSW Rules 2000 of minimum value of Rs 15 Crores*each.”</i></p> <p>Query:</p> <p>1) Please define the word “PRIME CONTRACTOR”.</p> <p>2) We request authority to consider experience of bidder for executing back</p>	<p>1) The prime Contractor will be referred as Lead partner (See Clause 4.4 Page 10/117)</p> <p>2) Sub-Contractors experience will be considered. The Second Para of Clause 4.6 of the ITB (“Sub Contractors above”) on Page No 15 / 117 is deleted.</p> <p>3) Works of Sub Contractors shall be considered.</p>

Query No.	Clause of Tender	Description of Query	Response / Clarifications
		<p>to back basis project as a PRIME CONTRACTOR/SUB-CONTRACTOR i.e. 100% work executed by contractor in such project.</p> <p>3) With reference to above, we request authority to amend the criteria as "Satisfactorily completed, as a prime contractor/sub-contractor, (or as JV Partner duly certified by the employer/main/prime Partner / Contractor) at least one similar work (Sanitary / Hazardous Waste Landfill facility construction / closure as per MSW Rules 2000) of value not less than Rs. 25 Crores* OR Two works of similar nature of landfill construction / closure works as per MSW Rules 2000 of minimum value of Rs 15 Crores* each."</p>	
3	Section 1 - ITB, Clause 4.5 A. (3), Pg. no.13	<p>The clause states that "<i>Minimum quantities of work required for MSW / Hazardous Waste landfill construction / closure works as per MSW Rules 2000 along with successful completion certificates as a Prime bidder / Joint Venture (JV).</i>"</p> <p>Query:</p> <p>1) We request authority to consider experience of bidder for executing back to back basis project as a PRIME-CONTRACTOR as well as SUB-CONTRACTOR. (In back to back basis project, 100% work are executed by such sub-contractor).</p> <p>2) With reference to above, we request authority to amend the criteria as "Minimum quantities of work required</p>	<p>1) Sub-Contractors experience will be considered. The Second Para of Clause 4.6 of the ITB ("Sub Contractors above") on Page No 15 / 117 is deleted.</p> <p>2) Works of Sub Contractors shall be considered.</p>

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		for MSW / Hazardous Waste landfill construction / closure works as per MSW Rules 2000 along with successful completion certificates as a Prime bidder / Joint Venture (JV)/Prime Contractor/Sub-contractor. "	
4	Section 1 - ITB, Clause 4.5 A. (3 - c), Pg. no.13	<p>The clause states that <i>"Providing and Laying Geo Grid and /or Geo mats for slope stabilization of quantity minimum of 45,000 Sq.m."</i></p> <p>Query:</p> <p>We have executed numerous mega projects for Sanitary Landfill and Scientific Closure of the dumpsite as per MSW rules - 2000. Generally, in our projects, we provide Geo-grid as per the requirement of slope stability in the project. Slope stability can be determined after detailed analysis. Experience of providing and laying of Geo-grid / Geo mats should not be the point for qualification as this is not common practice in all closure projects. It is need based practice. Hence, we request authority to remove the said clause from qualification requirement.</p>	The clause remains unchanged.
5	Section 1 - ITB, Clause 4.6, Pg. no.15	The clause states that <i>"The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-clause 4.5. However, for a joint venture to qualify, each of its partners must meet at least 50 percent of the minimum criteria set in Sub-clause 4.5 above and all</i>	In case of JV bids, the lead Partner shall meet with 50% of the requirements & the other partners should have 25% of the requirements & all the partners together should meet 100% of the requirement..

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		<p><i>the partners collectively must meet the criteria specified in Sub-clause 4.5 above in full. Failure to comply with this requirement will result in rejection of the joint venture's bid."</i></p> <p>Query:</p> <p>Kindly consider the capability of JV collectively to determine the Bidder's compliance with the minimum qualifying criteria of Sub-clause 4.5 as it would be very difficult to meet at least 50 percent of the minimum criteria set out in Sub-clause 4.5 by all JV members.</p>	
6	-	<p>Please allow bidder to claim experience & credentials of associates.</p> <p><i>For purposes, Associate shall mean, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium member (the 'Associate'). As used in this definition, the expression "Control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.</i></p>	<p>Experience of the firm bidding for the work shall only be considered for the qualification purposes. Experience of associates, who are not part of the bidding or JV cannot be considered.</p>
7	Section 1 - ITB, Clause 4.7, Pg.	<p>The clause states: <i>"The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the</i></p>	<p>The clause remains unchanged.</p>

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	no.16	<p><i>works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent."</i></p> <p>Query:</p> <p>Can we submit such statement issued by Chartered Accountant as it would be very time consuming and difficult to collect such statements from Engineer In Charge for each project?</p>	
8	Section 1 - ITB, Clause 8.2, Pg. no.17	<p>The clause states: "One set will be handed over to the bidder & one original + Five Copies should be completed and returned/submitted with the bid."</p> <p>Query:</p> <ol style="list-style-type: none"> 1) What authority do mean by "One set will be handed over to the bidder"? 2) What authority do mean by "One Original + 5 copies should be completed and returned / submitted with the Bid"? 	<p>This means that one set of bidding document having contents as per ITB cl.8.1 will be issued to the bidder.</p> <p>Submission of Bids -Bid shall be separately placed in sealed envelope. The Bid shall have a separate envelope containing bid security and cost of Bidding documents and another envelop containing the bid(one original + 5 Copies).Both these envelops should be placed in single outer envelop. It is a single part bidding. The entire contents of the bid containing the prices & the technical parts will be opened together on the date & time of bid opening</p>
9	-	How bids are to be submitted? Are there separate envelopes for TECHNICAL BID and FINANCIAL BID?	Please refer to clarification given at sl. No. 8 herein above refer to the bidding documents - ITB -D. Submission of Bids

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		If yes, what should be contained in TECHNICAL BID & FINANCIAL BID envelope?	
10	Section - 3, Conditions of Contract, Pg. no. 56, Clause 38.1	<p>The clause states: <i>“If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1% of Initial Contract Price, the Engineer in charge shall adjust the rate to allow for the change.”</i></p> <p>Query:</p> <p>We request authority to ensure payment for liners based on actual quantities executed by the contractor as per rates mentioned in the BOQ.</p>	The item rate will remain unchanged. Payment will be made as per actual quantity executed.
11	-	Kindly provide site topography/contour map and other layout drawings in AUTOCAD format.	It will be provided as & when required.
12	-	Please extend bid submission upto 20-25 days from 07.04.2014. To submit most comprehensive and competitive bid, extension is needed.	It will be extended for suitable period so that bidders can get clear 21 days time from the date of uploading this minutes for submission of bids.
13	-	<p>Kindly confirm if design and Engineering of the scientific closure is not forming the part of scope of work for us.</p> <p>We understood that only “As - built drawings” are under the contractor’s scope.</p>	The project is based on a detailed design and no design is requested by the Contractor if not otherwise mentioned in Technical Specification
14	Section - 5, Technical Specificati	What authority does mean by word “Closed dumpsite” which refers to project site?	The closed dumpsite or the project site refers to the existing closed dumpsite for which remediation / closure and containment works are

Query No.	Clause of Tender	Description of Query	Response / Clarifications
	ons, Clause 1.1 - Preamble, Pg.no.09		being taken up.
15	-	Kindly confirm if establishment of Leachate treatment facility is not forming the part of scope of work for contractor.	Leachate treatment facility is under a separate contract. Contractor's obligations is to establish pipes for transfer of the leachates from the leachate collection sumps upto the Battery Limit of Leachate Treatment Plant located beside the Crematorium.
16	Section - 5, Technical Specifications, Clause 4.2.1 Earthworks, Pg. no. 69	The clause states: <i>"A total of 66,941 m³ of waste must be transported for disposal at the active dumpsite."</i> Query: Kindly mention distance of active dumpsite from the project site?	The distance is upto 1000 meters
17	Section 7, BOQ, Clause 4, Pg. no. 80	As per clause: <i>"Any other additional work / item is found as deemed fit by the contractor to be carried out for satisfactory completion of works; other the items specified in the BOQ, the cost for the same shall be considered as included the items of specified BOQ. Contractor shall not be paid any extra item on whatsoever basis. The rates of different items of works shall remain same for any quantity variation as indicated in the BOQ."</i>	In case of change in scope of work or detailed design, additional cost for items which are not included in the BOQ will be negotiated or unit rates included in day works will used.

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		<p>Query:</p> <p>In case of change in scope of work or detailed design, we request authority to approve and reimburse the additional cost for items which are not included in the BOQ.</p>	
18	Section 7, BOQ, Clause 10, Pg. no. 81, General Design Obligations:	<p>The clause is <i>“The Contractor shall carry out, and be responsible for design of all works as stated in the specifications and for temporary and permanent buildings and structures as per standard procedures and achieve the required performance to the satisfaction of Engineer in charge and Employer. Contractor to abide by the designs and submit final design and drawings for the construction works for closure and containment of the dumpsite.”</i></p> <p>Query:</p> <ol style="list-style-type: none"> 1) From the Bid documents, we are not able to understand whether design, engineering and drawings for closure and other facilities is under contractor’s scope or under authority’s scope. 2) Please clarify who will be responsible to carry out design and engineering for closure works and other facilities. 3) If it is under the contractor’s scope, kindly include the Price for design, engineering and drawings separately in BOQ. 	<ol style="list-style-type: none"> 1) If not specifically described otherwise the design and engineering is the responsibility of the <u>Consultant and Client</u> 2) With reference to Sl. No. 1 above Contractor may consider related cost if any at the time of bidding
19	Section 7, BOQ, Item no.203, Pg. no. 85	<p>The description for item is given as <i>“Identification and Segregation of Asbestos in the dumpsite to be removed and re-disposed in accordance to Hazardous Waste (Management , Handling and Trans</i></p>	<ol style="list-style-type: none"> 1) West Bengal Waste Management Ltd. is the owner. 2) Yes 3) Contractor to consider this cost at the time of bidding.

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		<p><i>Boundary Movement) Rules 2008. The item shall include disposal charges to TSDF, all labour, materials and manpower, equipment's and machinery, tools and tackles, loading, unloading and transportation to the TSDF Facility for Hazardous Waste Site at Haldia, fuel, incidental charges, operation charges of equipment's etc. complete as directed by Engineer In charge. Suitable permission / clearance for disposal of Hazardous Waste to the secured landfill site at Haldia will be availed by the contractor.</i></p> <p>Query:</p> <ol style="list-style-type: none"> 1) Who is the owner of secured landfill site at Haldia? 2) Is owner of Haldia secured landfill taking any charges towards disposal of waste in their secured landfill cell? 3) If yes, who will be responsible to pay the charges for Gate fees/Tipping fees/Waste disposal fees to secured landfill owner at Haldia? Either contractor or Authority? 4) We request authority to bear the GATE FEE/TIPPING FEE charges towards disposal of asbestos waste at Haldia Secured Landfill site. 5) Which permissions and clearances, do we require to take for disposal of HW in secured landfill at Haldia? Plz. mention all. 	<ol style="list-style-type: none"> 4) Contractor to consider this cost at the time of bidding. 5) Necessary Permissions to be obtained by the contractor.
20	-	Shall contractor be paid on the actual quantities executed by them whether quantity will be more or less? Pl. clarify in detail.	The item rate will remain unchanged. Payment will be made as per actual quantity executed.
21	-	How much amount of quantity of waste	Approximately 2 million m ³ of waste

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		required to be closed at the dumpsite? Please provide quantity of waste lying on the project site.	is disposed at the closed dumpsite
22	-	Do we have to install Leachate Treatment Plant? If yes, by which method leachate shall be treated.	No. This will be under a separate contract.
23	-	Who will be responsible for Lechate management after Lechate collection through Lechate collection wells? How the generated Leachate shall be treated during Post Closure Maintenance Period?	Leachate Management including Leachate Collection and pumping to the LTP is in the scope of this contract. During post closure maintenance period leachate will be treated in LTP.
24	Section 1, ITB, Clause 4.5 (B), (b), Personnel for the proposed project	Under the Sr. No. 5, The requirement for Pipeline fitter / HDPE welders is mentioned. The work is intended for Subcontractor. Generally, upon award of project, we confirm the subcontractor for the work. Kindly allow us to submit such key personnel after the award of work. We confirm you that we will appoint highly expertise key personnel for such work and submit their CVs after confirmation of the work.	The clause remains unchanged. Contractor to furnish the details.
25	-	Do we have to submit Tender document fees (INR 10,000) prior to bid submission or we can submit the same on the time of bid submission? Please clarify us.	Bidder can submit the cost of tender Fee along with the bid before deadline for bid submission.
26	ITB clause 1(a) of General SWM experience	The Bidder shall provide evidence that, (a) It has been actively engaged for past 3 years in, (i) Design, Build, Operation and Maintenance of Municipal Solid Waste Treatment Facilities and (ii) Design, Build, Operation and Maintenance of solid waste	The clause I (a) can be read as: The bidder shall provide evidence that it has been actively engaged for past 3 years in Design, Build, Operation and Maintenance of Municipal Solid Waste Disposal Facilities (Closure of existing

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		<p>disposal facilities</p> <p>Query: We feel this should be OR not AND as the Work related to Closure and not processing.</p>	<p>dumpsites, Development of New Sanitary Landfill site)</p> <p>Please refer Amendment at Sl. No.7..</p>
27		<p>The contractor shall carry out, and be responsible for design of Permanent works as stated in particular and for temporary buildings and structures as stated in the Particular Specifications</p> <p>a) Please clarify Permanent Structures ?</p>	<p>Permanent structures refers to the structures that will be constructed in the proposed project e.g. Raw Water Tank, Roads, Leachate Collection Wells, Storm Water Drainage etc</p>
		<p>b) This is an item rate tender as we understand so the design work should not be part of the contractors job.</p>	<p>The project is based on a detailed design and no design is requested by the Contractor if not otherwise mention in Technical Specification</p>
		<p>c) Secondly, as the design work has already been done by your consultants, it should not be a part of the contractors scope of work. Getting the work passed from the Pollution Control Board can be a part of the Contractors work.</p>	<p>The project is based on a detailed design and no design is requested by the Contractor if not otherwise mention in Technical Specification</p>
		<p>d) The use of Geo Grids from Level 25 to 35 m - this has been objected to earlier by Prof Manoj Datta, IIT New Delhi (member of the drafting committee MSW rules 2000)</p>	<p>The Remediation Plan has been approved by the Technical Expert panel, MOEF set up for this project.</p>
		<p>e) The slopes of 1:2.5 and 1:3 are not stable and have been objected to earlier by Prof Manoj Datta in the Gorai Project. This has proved correct in Gorai Case. The soil Flows off the slopes.</p> <p>Looking at the above two points, it would be difficult for any contractor to take the design responsibility.</p>	<p>The design of Closure and Containment plan has been finalised by consultant and WBPCB (with the help of Technical Expert Panel set up for the project by MOEF.)</p>
28	Page -121 Sec 5	Soil shall be compacted by light compaction to obtain a compaction degree of minimum	The Technical Specifications remains unchanged

Query No.	Clause of Tender	Description of Query	Response / Clarifications
		90 % - It would be difficult to get 90% -- It would be difficult to get 90% compaction.	
		<p>HDPE liner:</p> <p>The minimum width of the roll shall be 7 m and the minimum length shall be 100 m. The manufacturing process shall be a fully automated Flat-Cast Extrusion process controlled by a fully computerized system.</p> <p>Can Blown HDPE liners be used???</p>	The Flat Cast Extrusion process need to be followed as mentioned in the Bid Documents. No Blown HDPE liners to be used.
29	Clause 4.6:	<p>The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-clause 4.5. However, for a joint venture to qualify, each of its partners must meet at least 50 percent of the minimum criteria set in Sub-clause 4.5 above and all the partners collectively must meet the criteria specified in Sub-clause 4.5 above in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.</p> <p>Change proposed:</p> <p>The Consortium Jointly should meet the qualification criteria.</p>	In case of JV bids, the lead Partner shall meet with 50% of the requirements & the other partners should have 25% of the requirements & all the partners together should meet 100% of the requirement..
30	Clause No. 4.4 point [g] -	<p>The joint venture agreement should be registered in Hyderabad so as to be legally valid and binding on partners;</p> <p>Change proposed:</p> <p>It seems to be mistake. Please clarify</p>	Registered at Kolkata Please refer Amendment at Sl. No. 8
31	Clause No. 4.5	Achieved, in at least two financial years, minimum annual financial turnover (i) of Rs. 75 Crores - Balance Sheets, Profit & Loss	Partner(s) individually or jointly (in form of JV) should satisfy 100% of the minimum criteria set in Sub

Query No.	Clause of Tender	Description of Query	Response / Clarifications
	Page-12	<p>Statements, Work orders and Satisfactory completion certificates to be produced for this qualification clause to be submitted by the bidder as a proof of the same.</p> <p>Change proposed:</p> <p>We request you to please consider the requirement of annual turnover parent company holding > 50% in company.</p>	Clause 4.5 in full.
32	Clause No. 19.2 Page-21	<p>Last Date of Submission:7th April 2014 on or before IST 15.00 hours</p> <p>Change proposed:</p> <p>We request you due date of bid submission extended at least 3 weeks.</p>	It will be extended for suitable period so that bidders can get clear 21 days time from the date of uploading this minutes for submission of bids.
33	Para 7 of IFB	<p>The Intended Completion Date for the whole of the Works is 15 months (including monsoon period).</p> <p>Change proposed:</p> <p>We request you completion date for the whole of the work is 15 months excluding monsoon period of 5 months.</p>	The time period of 15 months (including monsoon period) remains unchanged
34	Section-4: Contract Data Page no: 74	<p>The maximum amount of liquidated damages for the whole of the works shall be 7.5 % of final contract price.</p> <p>Change proposed:</p> <p>We request you please consider liquidated damages for the whole of the works shall be 5 % instead of 7.5% of final contract price.</p>	Clause remains unchanged
35	Section-4: Contract Data	Mobilization Advance 5% of the Contract price.	Clause remains unchanged.

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	Page no: 74	Change proposed: We are request you please consider mobilization advance 10% of contract value against BG instead of 5%.	
36	Clause No-13.3, ITB, Page No 18/117	All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. Change proposed: Please clarify the applicable taxes & any estimation available	Contractor to quote for item rates inclusive of all taxes, duties and other levies as applicable.
37	Page no: 5 Point no: 7	It is mentioned that "Period of completion is 15 months inclusive of monsoon season." Request you consider as the "period of completion is 20 months inclusive of monsoon season.	The time period of 15 months (including monsoon period) remains unchanged
38	Page no: 13 Point No: 5	It is mentioned that "In addition to Services in respect of above 2) and 3) Contractor should have carried out (1) detailed design and Execution (2) construction supervision and/or quality assurance, (3) engineering services during operation period not less than 3 years for at least one solid waste disposal facility." Request you to elaborate the same in detailed point wise manner	The clause is under 4.5 (A) is self-explanatory. The contractor should have experience in Design and Execution including Construction Supervision and Quality Assurance services, Engineering Services for Operation and Maintenance for period not less than 3 years.
39		Request you to provide the waste characterization report	Already provided in the Section 5 (Technical Specifications) Clause 1.3.3. page No 13
40		Request you to extend the bid submission date by at least 15 days from its present due date	It will be extended for suitable period so that bidders can get clear 21 days time from the date of uploading this minutes for submission of bids.

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41		Please provide site investigation report	The Soil Investigation Report is provided at Appendix A of Section 5 of Bid Documents
42	Section-4: Contract Data Page no: 74	Liquidated damages per day seem to be very high, request you to reduce the same to half.	Clause of Liquidated damages remains unchanged
43	Section-4: Contract Data Page no: 74	It is mentioned that “the maximum amount of liquidated damages for the whole of the works shall be 7.5% of the final price.” Request you to reduce the same to 5% as against 7.5%.	Clause of Liquidated damages remains unchanged
44	Section-4: Contract Data Page no: 74	It is mentioned that “mobilization advance is 5% of the contract value, please consider it as 10% of the contract value	Clause of Mobilization Advance remains unchanged.
45	Clause 4.5 A - Page No 12/117	To qualify for the award of the contract, each bidder in its name should have in last 5 years Request To qualify for the award of the contract, each bidder or any one of the JV partner should have in the last five years	In case of JV bids, the lead Partner shall meet with 50% of the requirements & the other partners should have 25% of the requirements & all the partners together should meet 100% of the requirement..
46	Clause 4.5 A 1) - Page No 12/117	Achieved in at least two financial years, minimum annual financial turnover (i) of Rs 75 Crores Request Achieved in last two financial years, minimum annual financial turnover (i) of Rs	Clause remains unchanged

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		15 Crores	
47	Clause 4.5 A 1) – Page No 12/117	<p>Satisfactorily completed, as a prime contractor, (or as JV Partner duly certified by the employer/main/prime Partner / Contractor) at least one similar work (Sanitary / Hazardous Waste Landfill facility construction / closure as per MSW Rules 2000) of value not less than Rs. 25 Crores OR Two works of similar nature of landfill construction / closure works as per MSW Rules 2000 of minimum value of Rs 15 Crores each.</p> <p>Request</p> <p>Satisfactorily completed, as a prime contractor, (or as JV Partner duly certified by the employer/main/prime Partner / Contractor) at least one similar work (Sanitary / Hazardous Waste Landfill facility construction / closure as per MSW Rules 2000) of value not less than Rs. 15 Crores (Fifteen Crores) OR Two works of similar nature of landfill construction / closure works as per MSW Rules 2000 of minimum value of Rs 6 Crores (Six Crores) each</p>	Clause remains unchanged
48	Clause 4.5 A 3a) – Page No 13/117	<p>HDPE Liner Laying, Welding and Installation experience for MSW Landfills (in a single contract) of quantity minimum of 1,00,000 sq.m for single bidder.</p> <p>Request</p> <p>HDPE Liner Laying, Welding and Installation experience for MSW Landfills (in a single</p>	Clause remains unchanged

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		contract) of quantity minimum of 35,000 sq.m (Thirty Five Thousand Square Meters) for single bidder.	
49	Financial Capabilities - (1)	<p>The bidders shall submit along with the bid a bankers certificate that it has available cash credit facility and / or liquid asset equivalent to minimum of Rs 12.5 Crores obtained for the purpose of this bid</p> <p>Request</p> <p>To delete this clause as no bank will issue such certificate. However a net Worth certificate can be submitted</p>	For cash flow and credit facility, a statement from Bank is required.
50	Clause 4.5 B (a) - Page No 14/117	<p>Availability (Owned or Leasehold equipment's) of the following key and critical equipment's</p> <p>Request to modify the clause as follows - The bidder will be required to submit the list of equipments required to complete the project and confirm its availability (owned / on lease)</p>	Clause remains unchanged
51	Clause 4.6 - Page No 15/117	<p>The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-clause 4.5. However, for a</p> <p>joint venture to qualify, each of its partners must meet at least 50 percent of the minimum criteria set in Sub-clause 4.5 above</p>	In case of JV bids, the lead Partner shall meet with 50% of the requirements & the other partners should have 25% of the requirements & all the partners together should meet 100% of the requirement..

Query No.	Clause of Tender	Description of Query	Response / Clarifications
		<p>and all the partners collectively must meet the criteria specified in Sub-clause 4.5 above in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.</p> <p>Request</p> <p>The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-clause 4.5. However, for a</p> <p>joint venture to qualify, all partners combined shall meet the minimum criteria set in Sub-clause 4.5 above and all the partners collectively must meet the criteria specified in Sub-clause 4.5 above in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.</p>	
52	General	<p>Request</p> <p>To all the use of financial capabilities of the Parent / Associated Company</p>	Not Allowed
53	General	Request to allow the share holding pattern as follows - Lead Member shall hold minimum 80% of the equity and other JV partner shall hold minimum 10% of the equity	In case of JV bids, the lead Partner shall meet with 50% of the requirements & the other partners should have 25% of the requirements & all the partners together should meet 100% of the

Query No.	Clause of Tender	Description of Query	Response / Clarifications
			requirement..
54	General	We are supported by a very prominent foreign firm for this project. Hence we request you to extend the bid submission date by at least 30 days from the present date.	It will be extended for suitable period so that bidders can get clear 21 days time from the date of uploading this minutes for submission of bids.

Last Date of Submission of bid is extended upto 28th April 2014 IST 15.00 hours and the same will be opened on the same day at IST 15.30 hours

At the end of the meeting, it was clarified that before submission of bid, prospective bidders should go through all the points as clarified above and amended to bidding document, if any.

On behalf of WBPCB

Sd/-
(S.K.Adhikari)

Sd/-
(S. K. Khamrui)

Sd/-
(D. Sarkar)

- Sd/-
(B.A.Chanda)

On behalf of KMC

Sd/-
(A.Mondal)

On behalf of M/s Cowi A/S

Sd/-
(A.Kunte)

Amendment to Bidding Documents

(Ref : NCB/44/W/WBPCB/WB-CBIPMP dt.26/02/2014)

Sl. No.	Clause of tender	As per Bid documents	To be read as
1	Section 5 Technical Specifications Page 18 2. Scope of Work under point no.4	Profiling of Wastes in slopes according to cross sections: > 1.2.5/1:3 up to first berm in level +14.00 m (waste level approx. 1.0 m below final level) > 3 meter wide berm	The clause shall be read as: Profiling of Wastes in slopes according to cross sections: > 1.2.5/1:3 up to first berm in level +15.00 m (waste level approx.. 1.0 m below

		<ul style="list-style-type: none"> > 1.2.5/1:3 up to second berm in level +24.00 m (level differ with a minimum profile at 0.5%) > 6.4 m wide berm > 1.2.5/1:3 up to third berm in level +34.00 m > 3 m wide berm > 1.2.5/1:3 up to top of profiled dumpsite in level 44.00 (Final top level and area of platform at top of the profiled dumpsite will depend on the final volume of waste disposed and compacted) 	<p>final level)</p> <ul style="list-style-type: none"> > 3 meter wide berm > 1.2.5/1:3 up to second berm in level +25.00 m (level differ with a minimum profile at 0.5%) > 6.4 m wide berm > 1.2.5/1:3 up to top of profiled dumpsite in level +35.00 m (Final top level and area of platform at top of the profiled dumpsite will depend on the final volume of waste disposed and compacted)
2	<p>Section 5 Technical Specifications Page 51</p> <p>Clause 3.13</p>	<p>The detailed designs, calculations and drawings, shall be collected in design reports.</p>	<p>The clause shall be read as;</p> <p>The detailed designs, calculations and drawings, shall be included in the design reports.</p>
3	<p>Section 5 Technical Specifications Page 57</p> <p>Clause 3.19</p>	<p>The supervision and monitoring has been described in the document “Environmental and Social Management Plan”, June 2013 and is part of this tender.</p>	<p>The clause shall be read as;</p> <p>The supervision and monitoring has been described in the document “Environmental and Social Management Plan - February 2014 as enclosed in the Bid Document.</p>
4	<p>Section 5 Technical Specifications Page 127</p>	<p>Each Leachate collection and pumping chamber shall be equipped with 2 submersible pumps (1 W + 2 Standby) with the following minimum specifications</p>	<p>The clause shall be read as;</p> <p>Each Leachate collection and pumping chamber</p>

	Clause 4.16.2		shall be equipped with 2 submersible pumps (1 W + 1 Standby) with the following minimum specifications
5	Section 5 Technical Specifications Page 147 Clause 4.22	Upgradation of Existing Road to Makaltala Village	Clause deleted. as it is not in Scope of Work of this contract.
6	Section 7 Bill of Quantities Page 82/117	Summary of Bill of Quantities Table: Point 6 (Part 6 - Construction of Service Road, Footpath, Access Road & steel fence over landfill site)	Point 6 shall be read as (Part 6 - Providing Vegetative Cover with horticulture over the cover layers along with Irrigation System) The same title will be applicable on Page no. 99/117, 100/117 & 101/117.
7	ITB clause 1(a) of General SWM experience	The Bidder shall provide evidence that, (a) It has been actively engaged for past 3 years in, (i) Design, Build, Operation and Maintenance of Municipal Solid Waste Treatment Facilities and (ii) Design, Build, Operation and Maintenance of solid waste disposal facilities	The clause I (a) can be read as: The bidder shall provide evidence that it has been actively engaged for past 3 years in Design, Build, Operation and Maintenance of Municipal Solid Waste Disposal Facilities (Closure of existing dumpsites, Development of New Sanitary Landfill site)
8	Clause No. 4.4 point [g] -	The joint venture agreement should be registered in Hyderabad so as to be legally valid and binding on partners	The Clause shall be read as: The joint venture agreement should be registered in Kolkata so as to be legally valid and binding on partners
9	Page 2 of bid document	Bid document Ref no : 44/NCB/WBPCB/WB-CBIPMP	Bid document ref.no. may be read as:- 45/NCB/WBPCB/WB-

			CBIPMP
10	Para-5 of IFB	Bids must be delivered to Project Director, CBIPMP, West Bengal Pollution Control Board, Parivesh Bhavan, 10 "A", Block - LA, Sector III, Bidhan Nagar, Kolkata on or before IST 15.00 hours on 7th April 2014 and will be opened on the same day at IST 15.30 hours	Last Date of Submission of bid is extended upto 28th April 2014 IST 15.00 hours and the same will be opened on the same day at IST 15.30 hours

All other contents of bidding document are remain same.

On behalf of WBPCB

Sd/-
(S.K.Adhikari)

Sd/-
(S. K. Khamrui)

Sd/-
(D. Sarkar)

- Sd/-
(B.A.Chanda)

On behalf of KMC

Sd/-
(A.Mondal)

On behalf of M/s Cowi A/S

Sd/-
(A.Kunte)