

MMRC's clarification / reply to the queries raised by various agencies during a pre bid meeting held on 17/06/2022 related to NIT issued on 03/06/2022 for works of Supply, Installation and Commissioning of 1.5 TPD capacity Bio-methanation plant along with electricity generation from municipal organic wet waste with 1 year operation and maintenance at LT market, D Ward, Mumbai

1. Queries / suggestion of Bijson innovative pvt ltd

S. No.	Page No.	Tender clause / Issues	Query / Suggestions by agency	MMRC'S clarification / Reply
1.	04	Clause A Work Experience: _____The tenderer(s) in their own name should have executed the work of Supply..... <u>The minimum value of work of each bio methanation plant shall be 27,32,800/- including GST.</u>	Will, the minimum value of work, be taken Weighted Average Rate for the order completed 1-5 years back, so as to arrive at fair value on present date? If yes than what will be the rate (%) of annual increment.	Suitable addendum will be issued
2.	6-7	Clause 1.4 Details of Earnest Money: EMD Payment as mentioned above has to be made through RTGS / NEFT mode using..... The MSME certificate issued must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period	1. Pls clarify the certificate Required to be MSME. As all old certificates issued by local District Industrial Centre has been superseded by the Udyam Registration by MSME Department. 2. Also there is no nomenclature for Bio-Methanation plant in NIC, that is why its shown as "other machines" in that category of Udyam Registration. So please clarify it, can GST Registration/ Other	Suitable addendum will be issued

			<p>certificate will be considered for the purpose of identification of “manufacturer of BioMethanation Plant”</p> <p>3. Udyam Registration doesn't have any Expiry date, so will that be enough to prove that the certificate is valid till the completion of project?</p>	
3.	Pg no 7	<p>Clause 1.5 Details of Performance Security Deposit: The successful tenderers shall have to pay 3% of.....in the form of BG....</p>	1) Can we submit the FDs in lieu of Bank Guarantees?	Suitable addendum will be issued.
4.	Pg no 27	<p>Clause 11 Project in-charge.... The Contractor shall engage an authorized person..... Project in charge shall be posted at the Site with prior approval of the Employer and shall not be removed from the Site without prior approval</p>	1) Sir can we change it from “Prior approval” to “prior information” to employer.	Tender condition prevails.
5.	Pg no 27	<p>Clause 12 Permits and Licenses. The Contractor shall procure at his own expenses all permits and licenses to comply.....</p>	1) Pls clarify what other permits/ licenses are required.	Tender condition prevails. Contractor has to make his own assessment and obtain the required permissions except as mentioned in tender document.

6.	Pg no 31	Clause 8 Communications Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is	1) Can we include Email as also valid communication for this purpose	Both soft copy (scan of signed hard copy) and original hard copy would be required for communication between the parties.
7.	Pg no 32	Clause 13 Programme..... Within the time stated in the Contract, the Contractor shall submit to.....	Pls clarify the purpose of this clause as we are not changing the equipment frequently, nor there is any sort of transportation. Moreover, there is no monthly cash flow as we are not going to sell any by-products ourself.	Purpose is to know the schedule for carrying out various activities including maintenance required for completion of work and source for purchase of equipment and layout of project at the said plot. Tender condition prevails.
8.	Pg no 44	Clause 15 The contractor shall produce true copies of registration certificate of appropriate class including its validity.	Please clarify which is needed certificate and from where to get it.	Suitable addendum will be issued.
9.	Pg no 62	Clause 1 Mobilization advance..... 5% of supply, installation and commissioning cost	When will this "5%" be paid if somebody doesn't take mobilization amount.	Suitable addendum will be issued
10.	Pg no 03	Please Rectify the communication Phone numbers of both MMRC officials and that of e Tender web site Tender Wizards		Suitable addendum will be issued (Mobile no of concerned officer given during pre-bid meeting.)

2. Queries / suggestion of XEON WASTE MANAGERS PVT. LTD.

Sr. No.	Tender Pg no.	Tender clause / Issues	Query / Suggestions by agency	MMRC'S clarification / Reply
1.	12	<p>Brief scope of work 2.2 (5) -</p> <p>Handover of project after successful commissioning to the concerned MCGM department for supervising operation and maintenance.</p> <p>Broad scope of work 2.3 (7) -</p> <p>Total period of operation and maintenance to be undertaken by the bidder shall be for 12 months after successful commissioning of plant.</p> <p>Also, Broad scope of work 2.3 (23) - The operation and maintenance after commissioning of plant shall be under the supervision of MCGM.</p>	<p>There seems to be a discrepancy in the "Scope of work". Kindly clarify the scope of O & M and the handover of the project.</p>	<p>Tender condition prevails.</p>
2.	13	<p>Area available: 8*8 m (approx.)</p>	<p>We request minimum area of 150 sq. m</p>	<p>Tender condition prevails.</p>

3.	10	<p>Clause g of e-Envelope B :</p> <p>The supervisor (1 no) shall have B. Sc. degree (in any discipline with Chemistry or env chemistry or environment science as one of the subjects) or M. Sc. (Env Science) or Environmental Engineer, with 1 year experience of supervision and operating any industrial plant/ common effluent treatment plant/Effluent treatment plant/ Sewage treatment plant/Bio-methanation (Biogas) plant / waste processing plant.</p>	<p>We request you to consider the Supervisor / operator who might be an ITI or any other equivalent qualification and with experience of operating any industrial plant/ common effluent treatment plant/Effluent treatment plant/ Sewage treatment plant/Bio-methanation (Biogas) plant / waste processing plant.</p>	<p>Tender condition prevails.</p>
4.	13	<p>Broad Scope of Work: Clause no. 18</p> <p>The contractor should maintain all the features at work site by providing security, sweeping / cleanliness, etc.</p>	<p>As per the O & M requirement, 2 skilled / unskilled manpower is required. Please clarify if the security is inclusive in the 2 manpower or additional manpower is required as security.</p>	<p>Tender condition prevails. Contractor to make his own assessment for ensuring security.</p>
5.	14 - 15	<p>Indicative list of equipment/ material 8 and 9: Primary Digester and Main Digester respectively</p>	<p>We request you to keep the technology / specifications open. Kindly allow Single digester in MOC : MS which is successfully installed and operation al in various locations in India.</p>	<p>Tender condition prevails.</p>

6.	14	Indicative list of equipment/ material 17: Online monitoring and data system.	Please elaborate the scope of online monitoring and data system.	Suitable addendum will be issued.
7.	15	Indicative list of equipment/ material 24: Electricity metering system	Since the net metering should be in the name of MCGM, we request you to consider the deposit amount of net metering in the employer's scope.	Suitable addendum will be issued.
8.	38	Project Specific Conditions For construction purpose obtaining of electricity supply shall be the responsibility of contractor at no extra cost to employer. Contractor shall pay the electricity charges to MCGM. Payment for permission, reinstatement, deposit, bill during construction period shall be the responsibility of contractor. Employer will provide assistance by issuing letters to the concerned Authorities.	We request you to change the clause to "Payment for permission, reinstatement, deposit, bill during construction period shall be responsibility of Employer".	Tender condition prevails.
9.	45	Tender for works: offer shall remain open for minimum period of 180 (One	Please change the offer validity to 90 days.	Tender condition prevails.

		hundred and Eighty days)		
10.	39	Refund of Retention money - 50% of retention money retained shall be returned to the agency on successful commissioning of the plant and balance 50% amount shall be returned after defect liability period.	Kindly change the clause to "Security deposit (6% deducted from running bills) to be released on successful commissioning of the plant	Tender condition prevails.
11.	52	Clause 8: Payments on interim certificates to be regarded as advances	All interim payments shall be regarded as payment against completion of work till that point and not "Advance". Kindly change the clause.	Tender condition prevails
12.	62	Schedule of Payment/ Key Dates / Compensation for delay	Kindly revise the payment terms as: <ul style="list-style-type: none"> • 5% towards mobilization advance. • 75% against supply of the equipment at site. 20% against installation and commissioning	Tender condition prevails.
13.	62	Operation and Maintenance payments a) 50% amount of O&M cost after 6 months on recommendation of MCGM. b) Balance 50% amount of O&M cost after 12 months on recommendation of MCGM	Kindly release the O & M bills on monthly basis within 15 days from the submission of the bills.	Suitable addendum will be issued.

14.	62	<p>Operation and Maintenance payments</p> <p>A) If less than 1.5 TPD waste (average) is made available over a week, payment proportionate to waste processed will be made for a week period.</p> <p>C) If quantity of waste processed exceeds 1.5 TPD no extra payment will be made.</p>	<p>The clause A and C seems to be unfair to the bidder as the cost implication will be there for O & M with respect to manpower and processing of waste. We request you kindly remove this clause.</p>	<p>Tender condition prevails.</p>
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3. Queries / suggestion of Urja Biosystem

Sr. No.	Query/Suggestion of agency	MMRC'S Clarification /REPLY
1.	Can adjoining existing structure of pump house used by bidder/contractor?	No
2.	Can equipment mechanical items / instruments be deleted / added?	Tender condition prevails as per indicative list of equipment and note therein.
3.	If existing structures shall be demolished for the space use, then who will collect/dispose the waste?	Suitable addendum will be issued

4. Queries / suggestion of Avi Plast

Sr. No.	Query/Suggestion of agency	MMRC'S Clarification /REPLY
1.	Who will supply / collect waste?	1. MCGM will supply waste at project site as per clause 6 & 8 of sub section 2.2 of section 2 of scope of work.
2.	What are the electricity and water charges?	Charges will be as per standard norms as will be prescribed by MCGM as per section 2 sub section 2.2 clause 7.

5. Queries / suggestion of Excel Industries Ltd

Sr. No.	Query/Suggestion of agency	MMRC'S Clarification /REPLY
1.	Is JV allowed?	No. Tender condition prevail as per clause B. 14 of detailed e-tender notice.

6. Queries / suggestion of NETEL INDIA LTD

Sr. No.	Query/Suggestion of agency	MMRC'S Clarification /REPLY
1.	What if the operator is not a BSc but, an experienced operator of Biogas plants	Tender condition prevails.
2.	A 1.5 ton Biogas plant needs around 100 sq meter area; can the same be provided for smoother operations	Tender condition prevails.
3.	Can BG be paid in the form of Fixed Deposit	Suitable addendum will be issued.
4.	Can we upload Udyam Aadhar details?	Suitable addendum will be issued.
5.	We have justification as to why de-waterer is not required; is it fine?	Tender condition prevails as per indicative list of equipment and note therein.
6.	Liquid fertilizer is in whose scope?	Suitable addendum will be issued.
7.	20% advance; 70% on delivery and 10% after commissioning	Tender condition prevails.
8.	Kindly process the payment on monthly basis	Suitable addendum will be issued for release of O&M amount.
9.	We have license from BARC for Nisargruna technology; can we use that?	Technical bid and financial bid evaluation criteria prevails as per condition of tender document.

7. Queries / suggestion of AeroCare Aviation Services Pvt Ltd

Sr.No.	Tender Pg no.	Clause details	Query/Suggestion/Clarification	MMRC'S Clarification/ reply
1.	Page 4	<p>Bidders Eligibility Criteria A-Work Experience</p> <p>Tenderers in their own name should have executed the works of supply installation & commissioning of at least 2 bio methanation plants of capacity more than or equal to 1.5 TPD based on Municipal organic waste along with/without electricity generation unit \&having experience of at least1 year of operation and maintenance.</p>	<p>Due to Covid since 2020 we have set up and commissioned 2 projects of 2 TPD (MCGM D Ward -Currently in operation since March 2021) & 6TPD (Panchami Municipal Council- commissioned and handed over in October 2021). Due to circumstances faced by delay in covid & since we are already operating 2TPD plant successfully in partnership with MCGM D ward since March 2021, we be given consideration as MSME/ Start Up to acceptance of our valid work experience. We confirm both our plants are operational.</p>	<p>Tender condition prevails.</p>
2.	Page 6.	<p>General Guidelines /1.3/ a) Earnest Money and\ performance security</p>		-
3.	Page 6.	<p>General Guidelines /1.3/</p>	<p>a) Request - we are MSME registered for scientific & technical activities. Can you please clarify "MSME certificate with relevant scope of work". Our MSME certificate has approved us under NIC2 digit, NIC 4 digit & NIC</p>	<p>a) Suitable addendum will be issued. b) Tender condition prevails.</p>

			<p>5-digit code for 74 – other professional, scientific and technical activities, 7490 – other professional, scientific and technical activities & 74909 other professional, scientific and technical activities. Hope this is accepted.</p> <p>b) Please confirm type of waste is 100% segregated organic waste will provide</p>	
4.	Page13	Deliverables & performance specifications of the plant		
5.	Page 13	Area Available: 8x8 m (approx.)	Can you please clarify the ingress/outgross with vehicular\ movement available\ for movement specially for equipment etc. Upon our visit to the site this seems to be challenge.	Tender condition prevails.
6.	Page 14	Primary & Main Digesters have been mentioned.	Request: we believe 2 – stage process is best and most suitable for MSW organic waste operations. This should not be amended. With the space available – can MCGM provided additional space for manoeuvre. This also helps with feedstock fluctuations.	Tender condition prevails.

7.	Page 15	<p>Bio-methanation Process- No clear process has been defined (Thermophilic or mesophilic). Kindly please provide preference. Both highlights stated below:</p> <p>i) Mesophilic process is heating the waste for digestion at controlled temp of 40 deg. This ensures high yield and long lasting of the plant.</p> <p>ii) Thermophilic process is low yield and can cause issues after 1 year in the plant as the temp is maintained at very high temperatures.</p>	Kindly please allow only Mesophilic process to ensure the system does not become a burden on MCGM D ward team after 1 year of operation by the bidder or increase the O&M time frame to 5 years to ensure responsible implementation.	Tender condition prevails. Deliverables are mentioned.
8.	Page 14 Point13	H2S & CO2 Scrubber	CO2 scrubber is not included as it only increases cost as the Biogas eventually is being injected into Genset. If there was gas or CBG use, then scrubbing CO2 makes sense	Tender condition prevails.
9.	Page 14	Online Monitoring & Data system:	i. Our request is that bidder should provide proof of dashboard of at least 2 projects with similar nature.	Suitable addendum will be issued for online monitoring issues.

			ii. All systems that are operating successfully have online 24x7 data monitoring to maintain chemical levels to ensure PH levels and condition of the machine is maintained. This also allows operator to maintain despite of any feed stock fluctuations.	
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Executive Director (Planning)