

DHANBAD MUNICIPAL CORPORATION, DHANBAD

CORRIGENDUM

Memo no:- 151/JnNURM

Dated:-07.10.10

The following amendment is being made:-

S. No.	Clause	Original	Amended Condition
1	1.3 Schedule of Bidding Process	Last date for submission of RFQ(Due Date) : 30.09.2010	Last date for submission of RfQ(Due Date): 25.10.2010
2.	2.2.1 (explanation)	In case an Applicant is a Consortium the maximum members allowed are 3 members, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.	In case an Applicant is a Consortium the maximum members allowed are 4 members, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.
3	2.2.2(A) Technical Capacity	For demonstrating technical capacity and experience (the “ Technical Capacity ”), the Bidder in the last three financial years should have undertaken Public Private partnership (PPP) projects within India on BOT, BOLT, BOO, BOOT, DBOOT or other similar basis, (“ Eligible Projects ”) with at least <ul style="list-style-type: none"> • Door-to-door collection of MSW in any one Indian city having a population of at least 3 lacs or of MSW not less than 50 TPD from a single city (for at least two years) and • Collection and transportation of 150 TPD of MSW for a single city having a 	For demonstrating technical capacity and experience (the “ Technical Capacity ”), the Bidder in the last three financial years should have undertaken Public Private partnership (PPP) projects within India on BOT, BOLT, BOO, BOOT, DBOOT or other similar basis, (“ Eligible Projects ”) with at least <ul style="list-style-type: none"> • Door-to-door collection of MSW in any one Indian city having a population of at least 3 lacs or of MSW not less than 50 TPD from a single city. • Collection and transportation of 150 TPD of MSW for a single city having a population of at least 3 lacs. • Design, construction, operation and

		<p>population of at least 3 lacs (for at least two years) and</p> <ul style="list-style-type: none"> • Design, construction, operation and maintenance of engineered sanitary landfill facility for a minimum life of 5 years for a city generating at least 150 TPD. The landfill shall be operational for at least 2 year, and • Developed and operated compost plant of capacity 100 TPD or more. The compost plant shall be operational for at least 2 year. 	<p>maintenance of engineered sanitary landfill facility for a minimum life of 5 years for a city generating at least 150 TPD.</p> <ul style="list-style-type: none"> • Developed and operated compost plant of capacity 100 TPD or more.
4	2.2.2(B)(i) Financial Capacity	<p>Turnover: Applicant shall, over the past 3 (three) financial years preceding the Application Due Date, has average annual turnover from operation of projects listed in 2.2.2, of more than Rs. 15.0 cr. (Rupees fifteen crore) (“Threshold Technical Capacity”) and</p>	<p>Turnover: Applicant shall, over the past 3 (three) financial years preceding the Application Due Date, has average annual turnover of more than Rs. 15.0 cr. (Rupees fifteen crore) (“Threshold Technical Capacity”) and</p>
5	2.2.2(B)(i) Financial Capacity	<p>Net Worth: The Applicant shall have a minimum average annual Net Worth (the “Financial Capacity”) of Rs. 75.0 cr. (Rupees Seventy Five crore) at the close of the preceding financial year.</p> <p>In case of a Consortium, the combined technical capacity and financial capacity of those Members, who satisfy the above conditions of eligibility shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 35% (thirty five per cent) of the subscribed and paid up equity of the SPV; and invest at least (ii) 5% (five per cent) of the Total Project Cost specified in the</p>	<p>Net Worth: The Applicant shall have a minimum average annual Net Worth (the “Financial Capacity”) of Rs. 60.0 cr. (Rupees sixty crore) at the close of the preceding financial year.</p> <p>In case of a Consortium, combined Technical and Financial Capacity of all Members would be considered.</p>

		Concession Agreement.	
6	2.2.2 (C)	<p>The Applicant shall, in the case of a consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of landfill, Compost Processing Plant, Brick making Plant and other facilities for handling MSW projects which have an aggregate capital cost equal to the Estimated Project Cost.</p> <p>In case the Applicant is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operation & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Concession Agreement shall be liable to termination.</p>	Deleted.
7	2.2.3	Certificate(s) from its statutory auditors/Chartered Accountant specifying Turnover of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Turnover conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of this RfQ, turnover (the “ Turnover ”) shall mean the	Certificate(s) from its statutory auditors/Chartered Accountant specifying Turnover of the Applicant, as at the close of the preceding financial year.

		sum of annual revenues from operations, including tipping fee and user charges collected and appropriated during the financial year. This shall also include capital grants/capital subsidies and income from sources other than projects specified under clause 2.2.2	
8		In computing the Technical Capacity, Turnover and Net Worth of the Applicant/ Consortium Members, the technical capacity and Net worth of their respective Associates would also be eligible hereunder.	In computing the Technical Capacity, Turnover and Net Worth of the Applicant/ Consortium Members, the Technical Capacity, Turnover and Net Worth of their respective Associates would also be eligible hereunder.
9	2.2.5(a)	Number of members in a consortium shall not exceed 3 (three)	Number of members in a consortium shall not exceed 4 (four)
	2.2.5 (g) (iv)	Commit that each of the members, whose experience will be evaluated for the purposes of this RfQ, shall subscribe to 35% (thirty five per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 5 (Five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 35% (thirty five per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement	Commit that each of the members, whose experience will be evaluated for the purposes of this RfQ, shall subscribe to 26% (Twenty Six per cent) or more of the paid up and subscribed equity of the SPV
10	3.2. Applicant's Competence S.No 4,	b) Methods of processing used (i) Composting, inert processing (e.g. brick making), mechanical separation of	b) Methods of processing used (i) Composting 15

	And Annexure II	recyclables (ii) Composting and inert processing (e.g. brick making) (iii) Composting	20 15 10	(ii) Other technologies like mechanical separation of recyclables (material recovery facility)/ plastic recycling plant/paper recycling plant/ Construction & demolition waste processing plant/etc.	5
11	APPENDIX-IV, Joint Bidding Agreement- Clause 6.5		The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Concession Agreement.]		Deleted
			<p>6.2 The Parties undertake that a minimum of 35% (Thirty five per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ.</p> <p>6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the fifth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.</p>		Deleted

Notes

1. Read 26% (Twenty Six Percent) Instead of 35% (Thirty Five percent) in following clauses:

- a. Page 11 Clause 2.2.1. c. i
- b. Page 12 Clause 2.2.2(A)
- c. Page 14 Clause 2.2.5 (c), (g), (iv)
- d. Page 25 Clause 3.5.1

- 2. Bidding parties are requested to kindly add the provision for the name of the 4th member of the Consortium for filling up the spaces in Annexure.

The firms who have already purchased the RFP may note it and submit the proposal as per the amended condition. Other terms and condition will remain the same.

Sd/-
Chief Executive Officer
Dhanbad Municipal Corporation
Dhanbad