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DELHI POLLUTION CONTROL COMMITTEE
DEPARTMENT OF ENVIRONMENT, GOVT. OF NCT OF DELHI
3RD FLOOR, BLOCK-I, DMRC IT PARK, SHASTRI PARK, DELHI-53
visit us at: - http://dpcc.delhi.govt.in

CORRIGENDUM- 2

Date: 30.10.2026

Tender Reference No.: DPCC/WMC-I/CBWTF/2025/Tender
Tender ID:
For Region 1: **2026_DPCC_299567_1**
For Region 2**: 2026_DPCC_299572_1**

Subject: Corrigendum regarding revision of tender timeline, pre-bid clarifications and amendments to the Tender Document for development of Common Bio-Medical Waste Treatment Facilities (CBWTFs) in Delhi on Build, Own and Operate (BOO) basis.

With reference to the above-mentioned Tender Document, the pre-bid queries received from prospective bidders up to 19 October 2026, and the discussions held during the pre-bid meeting on 21 October 2026, the following clarifications, amendments and revisions are hereby issued for information and compliance by all prospective bidders.

The replies to the pre-bid queries received within the stipulated period and the clarifications arising from the pre-bid meeting shall be read in conjunction with this Corrigendum and the Tender Document.

1. Revision of Tender Submission End Date

In continuation of the above-mentioned tenders, Tender Submission End Date is hereby revised from 04.11.2026 to 18.11.2026 (15:00 Hrs). Tender opening shall be on 18.11.2026 (16:00 Hrs).

2. Amendment to Annexure–O, Point 4

Point 4 of Annexure–O shall be replaced with the following:

"4. This Guarantee shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date, i.e., up to _____, and shall be extended by the issuing Bank upon written request by DPCC, in accordance with the terms of this Guarantee."

3. Amendment to Clause 23 — Key Milestones

The relevant provision under Clause 23 (Key Milestones) concerning failure to achieve milestones shall be replaced with the following:

"Failure to achieve any milestone shall attract Liquidated Damages (LD) as per Clause 22."

Bank Details for EMD under Clause 12 of Tender Highlights (if required)

The bank details are as follows

- Account Name: Delhi Pollution Control Committee
- Account Number: 10166741672
- Bank Name: State Bank of India (SBI)
- Branch Name: INTER ST BUS TERM DELHI, KASHMERE GATE, DELHI-110006
- IFSC Code: SBIN0005715
- GSTIN: 07AADAD2584N1DN

4. Annexure–I : Power of Attorney for Signing of Bid

Annexure–I shall be executed on non-judicial stamp paper of a minimum value of ₹100 (Rupees One Hundred only), subject to applicable stamp duty provisions.

5. Amendment to Clause 22(B) — Performance Security

Clause 22(B) of the Tender Document shall be replaced with the following:

"The Performance Security shall initially be valid for five (5) years and shall be renewed at least thirty (30) days before expiry for successive periods to ensure uninterrupted validity throughout the Concession Period and for sixty (60) days thereafter. Failure to renew shall constitute a breach of the Concession Agreement and attract action as per its applicable provisions."

6. Amendment to the Clause 23 (Key Milestone)

The following provision shall be read in addition to Clause 23 (Key Milestones):

"In the event of any anticipated delay in obtaining Environmental Clearance (EC), Consent to Establish (CTE) or other statutory approvals, the Concessionaire shall inform DPCC in writing, in advance, stating the reasons for the anticipated delay and enclosing supporting documents. DPCC may, upon examination of the circumstances and supporting documents, approve a revision of the relevant milestone schedule in writing, as deemed appropriate."

7. Annexure–E: Details of professionals on Payroll of Bidder

To be submitted on the Letter head of the Bidder's Company

8. Amendment to Clause 3 (Key Deliverables), Point F

Point F of Clause 3 (Key Deliverables) of the Tender Document shall be replaced with the following:

"Supply non-chlorinated, colour-coded plastic bags, bearing barcodes or QR codes, as applicable, in accordance with the Bio-Medical Waste Management Rules, 2016, as amended from time to time, to all HCFs on a monthly basis. HCFs shall provide quarterly estimates of their bag requirements to facilitate timely supply."

9. Amendment to Annexure-H: Letter Comprising Bid

(i) Amendment to Clause 3

Clause 3 of Annexure-H of the Tender Document shall be replaced with the following:

"I/We acknowledge DPCC's right to reject our Bid in accordance with the terms and conditions of the Tender Document and applicable laws."

(ii) Amendment to Clause 11

Clause 11 of Annexure-H of the Tender Document shall be replaced with the following:

"I/We acknowledge that decisions taken by DPCC regarding the selection process shall be subject to applicable laws, without prejudice to any rights or remedies available to me/us under such laws."

10. Amendment to Annexure–M: Format of Bank Guarantee Towards Security Deposit

The revised Annexure–M as follows, shall supersede the corresponding earlier version.

ANNEXURE–M

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

(To be executed on Non-Judicial Stamp Paper of appropriate value, as applicable)
(To be issued by a Scheduled Commercial Bank, as permitted under the Tender Document)

To
The Member Secretary
Delhi Pollution Control Committee (DPCC)
3rd Floor, Block-I, DMRC IT Park
Shastri Park, Delhi–110053

BANK GUARANTEE PARTICULARS

Particulars	**Details**
Bank Guarantee No.	_____
Date of Issue	_____
Name of Issuing Bank and Branch	_____
Name of Bidder	_____
Tender ID	_____
Region	Region–_____
EMD Amount (₹)	_____

Guarantee Valid Up to	_____
Claim Expiry Date	_____

WHEREAS:

1. The Delhi Pollution Control Committee (hereinafter referred to as "DPCC") has invited bids for "Setting Up and Operating a Common Bio-Medical Waste Treatment and Disposal Facility (CBWTF) in Region–____ of the National Capital Territory of Delhi on a Build, Own and Operate (BOO) basis" (hereinafter referred to as the "Project"), in accordance with the terms and conditions of the Tender Document.

2. M/s _____, having its registered office at _____ (hereinafter referred to as the "Bidder"), intends to submit a bid for the Project.

3. In accordance with the Tender Document, the Bidder is required to furnish an Earnest Money Deposit (EMD) of ₹_____ (Rupees _____ only).

4. At the request of the Bidder, we, _____ Bank, having our registered office at _____ and branch at _____ (hereinafter referred to as the "Bank"), hereby issue this Bank Guarantee in favour of DPCC for the amount specified herein.

NOW, THEREFORE, THE BANK HEREBY AGREES AS FOLLOWS:

1. Guarantee and Undertaking

The Bank hereby irrevocably and unconditionally undertakes to pay DPCC, on its first written demand, any amount or amounts not exceeding in aggregate ₹_____ (Rupees _____ only), without demur, protest or reference to the Bidder, upon DPCC stating that the amount claimed has become due under the EMD forfeiture provisions of the Tender Document.

2. Invocation of Guarantee

DPCC may invoke this Guarantee and forfeit the EMD, in accordance with the applicable provisions of the Tender Document, in circumstances including, but not limited to, the following:

a) The Bidder withdraws or modifies its bid during the bid validity period, except as permitted under the Tender Document.

b) The Successful Bidder fails to deposit the full One-Time Bidding Amount within seven (7) days from the date of issuance of the Letter of Award (LoA).

c) The Successful Bidder withdraws from the Project after issuance and acceptance of the LoA.

d) The Successful Bidder fails to furnish the Performance Security within the prescribed period.

e) The Successful Bidder executes the Concession Agreement but breaches its obligations before furnishing the Performance Security.

f) The Successful Bidder fails to fulfil the Conditions Precedent within the prescribed timelines, including securing the requisite land within sixty (60) days from the date of issuance of the LoA, wherever applicable.

g) The Bidder is found to have engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices at any stage of the tendering process or during execution of the Project, where EMD forfeiture is provided under the Tender Document.

The above grounds shall apply only to the extent that the relevant event expressly attracts EMD forfeiture under the Tender Document.

3. Payment on Demand

Upon receipt of a written demand from DPCC in accordance with this Guarantee, the Bank shall pay the amount demanded, subject to the maximum liability specified herein, without requiring DPCC to establish or prove the loss or damage suffered or to initiate proceedings against the Bidder.

4. Validity of Guarantee

This Guarantee shall remain valid up to _____ (date), in accordance with the EMD validity requirements specified in the Tender Document.

Where extension of the bid validity period requires extension of this Guarantee, the Guarantee shall be extended in accordance with the applicable provisions of the Tender Document.

5. Claim Period

Any claim under this Guarantee shall be made by DPCC within the claim period specified herein and in accordance with the Tender Document. The Bank shall remain liable for a valid claim made within the stipulated period, even if payment remains outstanding after the expiry of the Guarantee.

6. Continuity of Guarantee

No change in the constitution of the Bidder or the Bank shall affect the liability of the Bank under this Guarantee.

7. Maximum Liability

Notwithstanding anything contained herein, the maximum aggregate liability of the Bank under this Guarantee shall not exceed ₹_____ (Rupees _____ only).

8. Governing Law

This Guarantee shall be governed by the laws of India and shall be subject to the applicable provisions of the Tender Document.

9. Jurisdiction

Any dispute arising out of or in connection with this Guarantee shall be subject to the jurisdiction of the competent courts at Delhi, subject to applicable law.

EXECUTION

IN WITNESS WHEREOF, the Bank has executed this Guarantee through its duly authorised signatory on this _____ day of _____**, 2026**.

For and on behalf of _____ Bank

Signature: _____
Name of Authorised Signatory: _____
Designation: _____
Employee/Officer Code: _____
Bank Branch: _____
Address: _____
Telephone No.: _____
Email: _____

Bank Seal

Witnesses:

1. Signature: _____
   Name and Address: _____
2. Signature: _____
   Name and Address: _____

11. Amendment to Annexure–A, Point 22

Point 22 of Annexure–A shall be replaced with the following:

"22. Format of Bank Guarantee towards Earnest Money Deposit (EMD)."

12. Amendment to Annexure–2: Format for Financial Proposal

The revised Annexure–2 as follows, shall supersede the corresponding earlier version.

ANNEXURE–2

FORMAT FOR FINANCIAL PROPOSAL

(To be submitted on the Bidder's Letterhead)

Tender Inviting Authority: Member Secretary, DPCC, 3rd Floor, Block-I, DMRC IT Park, Shastri Park, Delhi – 110053

Name of Work: Setting up and operating "Common Bio-Medical Waste Treatment and Disposal Facility (CBWTF)" in Region-1: East, North-East, Old Delhi and Central Districts of NCT of Delhi on (Build, Own and Operate basis)

Contract No.: DPCC/WMC-I/CBWTF/2025/Tender

Tender ID: 2026_DPCC_299567_1

Name of the Bidder/Bidding Firm/Company: _____

PRICE SCHEDULE

Sl. No.	**Item Description**	**Basic Rate in Figures to be entered by the Bidder (**Rates quoted shall be excluding taxes/GST**), Rs.**	**Total Amount Without Taxes/GST**	**Total Amount in Words**
1.	Setting up and operating "Common Bio-Medical Waste Treatment and Disposal Facility (CBWTF)" in Region-1: East, North-East, Old Delhi and Central Districts of NCT of Delhi on (Build, Own and Operate basis)	₹ _____	₹ _____	INR _____ Only

Particulars	**Amount**
Total in Figures	₹ _____
Quoted Rate in Words	INR _____ Only

Declaration

I/We hereby confirm that the information furnished above is true and correct and that the financial bid has

been submitted in accordance with the terms and conditions of the Tender Document.

Place: _____
Date: _____
Seal and Signature of Authorised Signatory
Name: _____
Designation: _____
Company Name: _____
Address: _____

13. Amendment to Annexure–F: Audited Financial Statements & Turnover Certificate

The revised Annexure–F as follows, shall supersede the corresponding earlier version.

ANNEXURE–F

AUDITED FINANCIAL STATEMENTS & TURNOVER CERTIFICATE

(To be submitted on the Letterhead of a Chartered Accountant)

Information from Audited Financial Statements (for the last four financial years)

Particulars	**FY 2022–23 (₹)**	**FY 2023–24 (₹)**	**FY 2024–25 (₹)**	**FY 2025–26 (₹)**
Total Revenue/Turnover (₹)				
Profit Before Tax (₹)				
Profit After Tax (₹)				

Average Annual Turnover for Any Three Years (₹): _____

Financial Years Considered: _____

Note:

- *Average annual turnover for any 3 years in last 4 financial years must be ≥ ₹5 Crore as per the Minimum Eligibility Criteria.*
- *In case of JV, each member must upload audited statements, and the Lead Member must hold minimum 51% of the combined turnover.*

Certification by Chartered Accountant

This is to certify that the above financial information has been extracted from the audited financial statements of M/s _____ for the respective financial years mentioned

above.

CA Name: _____
Membership No.: _____
UDIN: _____
Firm Registration No.: _____
Seal & Signature of Chartered Accountant: _____
Date: _____
Place: _____

Sr. No.	Region	Page No.	Section / Part of Tender Document	Clause No.	Text as per Tender Document	Clarification sought (with justification)	Reply / Clarification by DPCC
1	Region-1	10, 16-17, 51-52, 72, 93-94	Tender Highlights (S.No. 14); Section I – Clause 4 (G), (H), (I); Section III – Clause 17 (S.No. 7, 8, 9); Annexure-B (S.No. 12-13); Annexure-N	Highlights 14; Cl. 4(H); Annex-N Para 2(C)-(D)	incinerator	Due to acute scarcity of industrial land in NCT of Delhi, landowners are unwilling to commit a specific plot to a bidder before award of work. It is requested that for bidders opting for the self-declaration route, furnishing of land address/specifications at bid stage may be made NON-MANDATORY, and the self-declaration on letterhead (Annexure-N) alone may be treated as sufficient compliance. The Bidder will furnish complete land details along with registered lease/ownership documents within the prescribed period after LoA. Kindly also confirm that Annexure-B S.No. 12-13 are not applicable to such bidders (as stated in Annexure-B itself).	The existing provisions of the Tender Document shall remain unchanged.
2	Region-1	17, 93-94	Section I – Clause 4 (H), (I); Annexure-N	Cl. 4(H)-(I)	"…committing to procure the required land within 60 (Sixty) days of issuance of the Letter of Award (LoA)."	Please confirm that if any plot is indicated at bid stage, the Successful Bidder shall be free to procure ANY other plot meeting all tender conditions (min. 0.5 acre, single/two contiguous plots, industrial area, EIA 2006 safeguards) within the stipulated period, and the bid shall not be treated as non-compliant on this account.	The existing provisions of the Tender Document shall remain unchanged.
3	Region-1	16-17, 19	Section I – Clause 4 (G), (I); Section II – Clause 1 (C), (D)	Cl. 4(G); Scope 1(C)-(D)	"…land … for setting up the CBWTF in an industrial area…"	The tender does not specify that the land must be within NCT of Delhi. Considering land scarcity, it is requested that land situated in a notified industrial area of the NCR (adjoining districts of Haryana/UP) within reasonable distance of the region may also be permitted, subject to EC/consent from the concerned authority and compliance with the 48-hour treatment timeline under BMWM Rules. Kindly clarify.	The existing provisions of the Tender Document shall remain unchanged.
4	Region-1	17, 51-52, 58-59	Section I – Clause 4 (I); Clause 17 (S.No. 9); Clause 25 (S.No. 4); Annexure-O	Cl. 4(I); Cl. 25(4)	"Bidders who do not furnish proof of land possession … shall submit a Bank Guarantee (BG) equivalent to 10% of the approximate project cost…" (₹2.0 Crore)	The EMD of ₹80 lakh already secures the Authority against non-performance, and the LoA itself is liable to cancellation on failure to procure land. It is requested that the additional Land-Assurance BG may kindly be WAIVED, or alternatively REDUCED to 2% of the approximate project cost. Further, kindly confirm that bidders furnishing a registered MoU with the landowner are not required to submit this BG.	The existing provisions of the Tender Document shall remain unchanged.
5	Region-1	17, 94, 96	Clause 4 (I); Annexure-N Para 2(D); Annexure-O Para 4	Cl. 4(I); Annex-O Para 4	Clause 4(I) and Annexure-N: BG "valid for 120 days from the last date of bid submission"; Annexure-O Para 4: "This Guarantee shall remain in force for twelve (12) months from the Proposal Due Date".	There is a contradiction in the validity of the Land-Assurance BG (120 days vs 12 months). Kindly clarify the correct validity. Request that 120 days validity be retained, and that the BG be released immediately upon submission of registered lease/ownership documents.	The BG shall remain valid for 120 days from the last date of bid submission. Refer Corrigendum -2
6	Region-1	10, 17, 56, 57-58	Highlights 14; Clause 4 (H), (I); Clause 21 (F); Clause 23	Cl. 4(H); Cl. 23	"…procure the required land within 60 (Sixty) days from the date of issuance of the Letter of Award (LoA)…"	Registration of lease deed, land-use verification and obtaining no-objection from industrial authorities in Delhi/NCR generally takes more than 60 days. It is requested that the period for procurement of land be EXTENDED from 60 days to 120 days from the date of LoA.	The existing provisions of the Tender Document shall remain unchanged.
7	Region-1	9, 58, 61	Tender Highlights (S.No. 12); Clause 25 (S.No. 1); Section IV – GCC Clause 1(C)	Highlights 12; Cl. 25(1); GCC 1(C)	"The Bidder shall submit an Earnest Money Deposit (Refundable) of ₹80,00,000 … in the form of a Bank Guarantee…"	As per Rule 170(i) of the General Financial Rules, 2017 and the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended) issued by Ministry of MSME, Government of India, Bid Security/EMD is not to be sought from Micro and Small Enterprises registered with NSIC / Udyam (MSME), and from Startups recognised by DPIIT. It is requested that EMD be EXEMPTED for MSMEs (Udyam/NSIC registered), DPIIT-recognised Startups and other categories exempted under applicable Government of India / GNCTD procurement rules, on submission of a valid registration certificate. Alternatively, a Bid Securing Declaration may be accepted in lieu of EMD.	The existing provisions of the Tender Document shall remain unchanged.
8	Region-1	9, 58	Tender Highlights (S.No. 12); Clause 25 (S.No. 1)	Highlights 12	EMD "in the form of a Bank Guarantee (BG) issued by any Nationalized / Scheduled Commercial Bank"	Without prejudice to Query 7, it is requested that EMD may also be accepted in the form of FDR / Demand Draft / online payment (RTGS/NEFT), and the original BG may also be accepted through SFMS / e-BG mode in place of physical submission.	The existing provisions of the Tender Document shall remain unchanged.
9	Region-1	9-10, 56, 58-59, 61	Tender Highlights (S.No. 13); Clause 22 (A), (B); Clause 25 (S.No. 3); GCC 1(C)	Highlights 13; Cl. 22(A)	"The Successful Bidder shall furnish an interest-free Performance Security equivalent to 6% of the approximate project cost … i.e. Rs. 1,20,00,000/-"	It is requested that the Performance Security be REDUCED from 6% to 5% of the approximate project cost (i.e. ₹1,00,00,000/-), in line with the range permitted under Rule 171 of GFR 2017 and prevailing Government practice. MSMEs may be allowed a further concession as per applicable Government policy.	The existing provisions of the Tender Document shall remain unchanged.
10	Region-1	10, 56	Tender Highlights (S.No. 13); Clause 22 (B)	Cl. 22(B)	"The Performance Security shall remain valid for the entire concession/contract period, plus an additional 60 (sixty) days beyond completion of the contract."	Banks do not issue a single BG for 25 years. It is requested that the Performance Security may be submitted for an initial period of 5 years and renewed every 5 years, at least 30 days before expiry, throughout the concession period.	Accepted. Refer Corrigendum -2

11	Region-1	55-56, 57	Clause 20 (A) – Payment terms; Clause 23 (S.No. 1)	Cl. 20(A)(a), (c)	"The one-time bidding amount … shall be paid in full within 7 (seven) days from the date of issuance of LoA." "No part-payment, instalments … shall be permitted."	7 days is insufficient for arranging a large one-time amount. It is requested that the one-time bidding amount be payable in instalments, e.g. 25% within 30 days of LoA, 25% on grant of EC/CTE and balance 50% on commissioning; or at minimum the time for payment be extended from 7 days to 30 days.	The existing provisions of the Tender Document shall remain unchanged.
12	Region-1	19, 57-58	Section II – Clause 1 (B), (G); Clause 23 – Key Milestones; Clause 22 (C)	Scope 1(B); Cl. 23	"The CBWTF shall be fully established and made operational within twelve (12) months from the date of issue of the Letter of Award (LoA)." "No construction or site preparation shall commence without EC."	Environmental Clearance (Item 7(da), EIA Notification 2006) alone normally takes 6-9 months, after which CTE must be obtained before construction. It is requested that (i) the completion period be extended to 18 months from LoA, OR the 12-month schedule be reckoned from the date of grant of EC and CTE; and (ii) any delay in grant of EC/CTE/CTO/Authorization or other statutory approvals not attributable to the Bidder be excluded from the milestone period and not attract Liquidated Damages.	Refer Corrigendum -2
13	Region-1	56-57	Clause 22 (C), (E); Clause 23	Cl. 22(C)	"…Liquidated Damages (LD) … at the rate of 0.05% per day of delay, subject to a maximum of 10% of the One time bidding amount…"	Kindly clarify that LD shall be levied only on delay in the final milestone (commissioning), and not cumulatively on each intermediate milestone. Request that a grace period of 30 days be allowed before levy of LD.	The existing provisions of the Tender Document shall remain unchanged.
14	Region-1	65-66	Section IV – GCC Clause 9 (Force Majeure)	GCC 9(B)	List of Force Majeure events	It is requested that delay in grant of statutory clearances/approvals by Government authorities, change in law/policy, and court/NGT orders affecting the project be expressly included as Force Majeure events, with corresponding extension of time.	Refer Corrigendum -2
15	Region-1	15, 19, 22, 61	Section I – Note (p.15); Section II – Clause 1(E), 3(F), 3(G); GCC 1(F)	Scope 1(E); GCC 1(F)	"…bio-medical waste generated from Delhi Government Health Care Facilities free of cost for the entire contract period."	Free service to all Delhi Government HCFs for 25 years materially affects project viability. It is requested that (i) Delhi Government HCFs pay at least 50% of the notified rate, or the free service be capped at a defined bed strength/quantity; and (ii) the list of Delhi Government HCFs with bed strength and quantity of waste in Region-1 be shared to enable realistic financial assessment.	(i) The existing provisions of the Tender Document shall remain unchanged. (ii) Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
16	Region-1	15, 20, 61	Section I – Note (p.15); Section II – Clause 1(L); GCC 1(G)	Scope 1(L); GCC 1(G)	"DPCC shall reserves its right to review/change the allocation of districts to CBWTFs including existing CBWTF at any stage…"	Since the Bidder pays a one-time amount and invests on the basis of the allotted region, it is requested that the allotted districts shall not be reduced for at least the first 10 years of operation, and that any reallocation be made only with proportionate refund of the one-time bidding amount / extension of concession period.	The existing provisions of the Tender Document shall remain unchanged.
17	Region-1	61	GCC Clause 1 (D), (E)	GCC 1(D)-(E)	"Operator revenue shall be through user charges from HCFs. The prevailing rates … dgehs.delhi.gov.in … Rates are revised once every year…"	Kindly provide the latest notified rate schedule (per bed / per non-bedded HCF) applicable in Delhi, as the latest rates are not available on the website. Request that a minimum annual escalation (WPI-linked, not less than 5%) be assured, and that all private HCFs in the region be mandated by DPCC/DHS to take membership of the selected CBWTF.	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document. The recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.
18	Region-1	39	Section II – 4(E)(a) Rotary Incinerator specification	Plant spec (a)	"Fuel type: Natural Gas"; "Only approved fuel/ electricity should be used…"	Kindly permit use of HSD/LDO or other approved fuel as interim/standby fuel until PNG connection is made available by the gas distribution agency at the site, subject to compliance with emission norms.	The existing provisions of the Tender Document shall remain unchanged.
19	Region-1	19, 36, 58	Section II – Clause 1(I)(g); 4(D)(b); Clause 23 (S.No. 10)	Scope 1(I)(g)	"Dedicated collection vehicles (only CNG / Electric) with GPS"	Kindly clarify whether BS-VI compliant vehicles may be permitted for the initial period / for areas where CNG/charging infrastructure is not readily available, and whether vehicles from the Bidder's existing fleet may be deployed temporarily during the start-up period.	The existing provisions of the Tender Document shall remain unchanged.
20	Region-1	90, 69	Annexure-L; Annexure-A (S.No. 21)	Annex-L Note	"As per the Tender Document, the bidder shall submit a Solvency Certificate of minimum ₹ 5 crore."	The Solvency Certificate requirement is not mentioned in the Minimum Eligibility Criteria (Clause 4 / Clause 17). Kindly clarify whether it is mandatory. Request that a Solvency Certificate of ₹2 crore, or a CA-certified Net Worth certificate, be accepted as an alternative.	The existing provisions of the Tender Document shall remain unchanged.
21	Region-1	16, 51, 78-79	Clause 4 (D), (E); Clause 17 (S.No. 4, 5); Annexure-G	Cl. 4(E); Annex-G B(c)	Clause 4(E): experience "shall be considered for one member only in case of JV"; Annexure-G: "any single member or combined". Clause 4(D): Lead Member 51% "in each of the three years"; Annexure-G: turnover "collectively for the JV".	There is a contradiction between the main tender and Annexure-G. Kindly clarify, and request that combined experience and combined turnover of JV members be considered, with the Lead Member holding at least 26%.	The existing provisions of the Tender Document shall remain unchanged.

22	Region-1	16, 51-52	Clause 4 (E); Clause 18 (A) – Technical Evaluation S.No. 2	Cl. 18(A) S.No. 2	"…minimum of 3 years of experience in operating and managing a CBWTF during the last 5 years."	Kindly confirm that cumulative experience of operating multiple CBWTFs simultaneously (in different States) shall be counted for each facility, and that experience of the Bidder's holding/subsidiary/associate company shall be considered as permitted under Clause 4(J).	The existing provisions of the Tender Document shall remain unchanged.
23	Region-1	11	Tender Highlights (S.No. 18) – Defect Liability Period	Highlights 18	"The Defect Liability Period shall be two (2) years from commissioning."	Since the facility is on Build, Own and Operate basis and remains the property of the Operator, kindly clarify the applicability and purpose of the Defect Liability Period.	The two-year Defect Liability Period shall remain applicable as stipulated in the Tender Document, and the Concessionaire shall rectify defects at its own cost during this
24	Region-1	57-58, 61	Clause 22 (C); Clause 23 – Key Milestones; GCC	Cl. 23 (heading)	"Failure to achieve any milestone shall attract Liquidated Damages (LD) as per Clause 23."	Clause 23 is 'Key Milestones'; LD provisions are in Clause 22. Kindly correct the cross-reference. Similarly, Clause 16(B) refers to 'Section 18(A)'. Kindly confirm the correct clause references.	Accepted. Refer Corrigendum-2.
25	Region-1	61	GCC Clause 1 (A); Annexure-B	GCC 1(A)	"A bidder can submit the Tender Document for both Region-1 and Region-2 separately … both regions shall not be awarded to the same bidder."	Kindly confirm that (i) the same identified land/self-declaration may be submitted in both Region-1 and Region-2 bids, since both regions cannot be awarded to the same bidder; and (ii) the EMD/BG of the region not awarded shall be released immediately after award.	(i) Accepted. (ii) The existing terms and conditions of the Tender Document shall prevail.
26	Region-1	9, 58	General Clause – Tender Highlights (S.No. 12); Clause 25 (S.No. 1)	General – EMD	"The Bidder shall submit an Earnest Money Deposit (Refundable) of ₹80,00,000 … in the form of a Bank Guarantee…" – The present tender contains no provision for EMD exemption to NSIC registered bidders.	In the CBWTF tender previously issued by DPCC (Tender No. _____ dated _____), bidders registered with NSIC were granted exemption from submission of EMD. As the present tender is for work of the same nature, in order to maintain uniformity, it is proposed that, in the same manner as the previous tender, NSIC registered bidders be exempted from EMD in the present tender also, on submission of a valid NSIC registration certificate, and a Corrigendum/Addendum to this effect be issued. This is also in line with Rule 170(i) of GFR 2017 and the Public Procurement Policy for MSEs Order, 2012 (in continuation of Query No. 7).	The existing provisions of the Tender Document shall remain unchanged.
27	Region-1	9-10, 17, 56	General Clause – Approximate Project Cost (Tender Highlights; Clause 4(I); Clause 22(A); Clause 25)	General – Approximate Project Cost	The approximate project cost has been taken as about ₹20 Crore for Region-1 and about ₹21 Crore for Region-2, on the basis of which the EMD (₹80 lakh), Performance Security (6% i.e. ₹1.20 Crore) and Land-Assurance BG (10% i.e. ₹2.0 Crore) have been fixed.	The approximate project cost fixed in the tender (Region-1: ₹20 Crore; Region-2: ₹21 Crore) appears to be excessively high compared to the actual cost. As per our experience in operating CBWTFs, establishing a CBWTF of the best standard, with all required equipment (incinerator, APCD, autoclave, shredder, ETP, collection vehicles, etc.) in conformity with the BMWM Rules, 2016 and CPCB Guidelines, costs at most about ₹7-8 Crore. The inflated project cost unnecessarily increases the amounts of EMD, Performance Security and Land-Assurance BG, placing an undue financial burden on bidders and restricting competition. It is therefore requested that (i) the detailed basis (item-wise break-up) of computation of the approximate project cost be shared; and (ii) the approximate project cost be reduced to about ₹7-8 Crore in line with the actual cost, and the amounts of EMD, Performance Security and other securities be revised proportionately.	The existing provisions of the Tender Document shall remain unchanged.
28	Region-1	9, 58	General Clause – Tender Highlights (S.No. 12); Clause 25 (S.No. 1)	General – EMD	"The Bidder shall submit an Earnest Money Deposit (Refundable) of ₹80,00,000 … in the form of a Bank Guarantee…" – The present tender contains no provision for EMD exemption to NSIC registered bidders.	In the CBWTF tender previously issued by DPCC (Tender No. _____ dated _____), bidders registered with NSIC were granted exemption from submission of EMD. As the present tender is for work of the same nature, in order to maintain uniformity, it is proposed that, in the same manner as the previous tender, NSIC registered bidders be exempted from EMD in the present tender also, on submission of a valid NSIC registration certificate, and a Corrigendum/Addendum to this effect be issued. This is also in line with Rule 170(i) of GFR 2017 and the Public Procurement Policy for MSEs Order, 2012 (in continuation of Query No. 7).	The existing provisions of the Tender Document shall remain unchanged.

29	Region-1	9-10, 17, 56	General Clause – Approximate Project Cost (Tender Highlights; Clause 4(I); Clause 22(A); Clause 25)	General – Approximate Project Cost	The approximate project cost has been taken as about ₹20 Crore for Region-1 and about ₹21 Crore for Region-2, on the basis of which the EMD (₹80 lakh), Performance Security (6% i.e. ₹1.20 Crore) and Land-Assurance BG (10% i.e. ₹2.0 Crore) have been fixed.	The approximate project cost fixed in the tender (Region-1: ₹20 Crore; Region-2: ₹21 Crore) appears to be excessively high compared to the actual cost. As per our experience in operating CBWTFs, establishing a CBWTF of the best standard, with all required equipment (incinerator, APCD, autoclave, shredder, ETP, collection vehicles, etc.) in conformity with the BMWM Rules, 2016 and CPCB Guidelines, costs at most about ₹7-8 Crore. The inflated project cost unnecessarily increases the amounts of EMD, Performance Security and Land-Assurance BG, placing an undue financial burden on bidders and restricting competition. It is therefore requested that (i) the detailed basis (item-wise break-up) of computation of the approximate project cost be shared; and (ii) the approximate project cost be reduced to about ₹7-8 Crore in line with the actual cost, and the amounts of EMD, Performance Security and other securities be revised proportionately.	The existing provisions of the Tender Document shall remain unchanged.
30	Region-1	2 & 8	Tender Critical Date Sheet & Tender Highlights	Item 5 & 6 And Item 7 & 8	Response to queries / pre-bid clarifications: 28.10.2026 • Tender Submission End Date: 04.11.2026	As per CVC procurement guidelines and FIDIC contractual standards, a minimum of 21 days after issuance of pre-bid clarifications is mandatory to ensure transparency, fairness, and healthy competition. Hence, we request DPCC to provide at least 21 days from the date of pre-bid clarifications	Refer Corrigendum-2.
31	Region-1	28	Section II: Scope of work (Mercury Waste)	Clause 4, B., b)	The capacity of the mercury storage provision should be maximum of 90 days.	A Treatment, Storage, and Disposal Facility (TSDF) is governed by the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016. In accordance with these rules, the operations of a Secured Landfill (SLF) must be suspended during the monsoon season. Furthermore, mercury waste requires a multi-stage pre-treatment process—comprising solidification, stabilization, and micro-encapsulation—prior to final disposal in the secured landfill, ensuring the mercury is permanently fixed into the solid mass as prescribed by the official manuals and guidelines. Since the seasonal closure of the secured landfill during the monsoon is an external environmental mandate completely beyond the control of the CBWTF operator, this specific condition needs to be reviewed and revised to align practically with hazardous waste (HW) compliance requirements.	The existing terms and conditions of the Tender Document shall prevail.
32	Region-1	20	Section II: Scope of work	Clause 1, L.	DPCC shall reserves its right to review/change the allocation of districts to CBWTFs including existing CBWTF at any stage for long term solution for collection, treatment and disposal of Bio-Medical waste irrespective of number of beds covered/catered by CBWTF.	In a Built-Own-Operate (BOO) tender, imposing such a condition violates established BOO structures and procurement manuals published by multiple Government of India institutes. Because a BOO framework shifts specific operational risks to the developer, enforcing seasonal restrictions without corresponding relief clauses fundamentally contradicts standard government public-private partnership guidelines. Hence, we request that any modification to the allocation of districts after the award of the contract must be firmly not allowed and strictly prohibited. This restriction is essential to enable bidders to reliably evaluate and develop their financial models based on today's baseline quantity of work, from which the core revenue model is derived and according to which the bidder quotes a one-time bid amount. Altering these conditions after the award deprives the bidder of a clear picture of the scope of work. Therefore, the bidder requests the complete deletion of this clause.	The existing provisions of the Tender Document shall remain unchanged.
33	Region-1	13 & 20	Section I: Invitation of Bid & Section II: Scope of work	Clause 2 & Clause 1, L.	Delhi Pollution Control Committee (DPCC) is inviting Bids through this Tender Document for establishing two new CBWTFs to serve the following regions: A. Region-1: East, North East, Old Delhi and Central districts of NCT of Delhi; B. Region-2: West, South West, and Outer North districts of NCT of Delhi. This Tender Document pertains to the development of a new CBWTF for Region-1: East, North East, Old Delhi and Central districts of NCT of Delhi.	We request DPCC to consider inviting a single consolidated tender for Regions 1 and 2, as CBWTFs are centralized facilities intended to serve multiple healthcare facilities efficiently. Separate facilities may lead to duplication of infrastructure and increased operational costs, whereas a consolidated facility can ensure better scientific management, optimal resource utilization and financial viability through economies of scale. This approach would also simplify performance monitoring and reduce the administrative burden on DPCC by avoiding the need to independently monitor two separate facilities.	The existing provisions of the Tender Document shall remain unchanged.

34	Region-1	19 & 22	Section II: Scope of work	Clause 1, E. & Clause 3, F.	The selected Operator shall collect, transport, treat, and dispose of bio-medical waste generated from Delhi Government Health Care Facilities (HCFs) free of cost. The Operator shall recover its operational costs through user charges collected from other member Health Care Facilities, excluding Delhi Government HCFs. Provide non-chlorinated, colour-coded, bar-coded plastic bags (as per BMWM Rules, 2016) to all HCFs (no cost to Delhi Govt. HCFs) on a monthly basis. HCFs will provide quarterly estimates for bag requirements.	Under the Bio-Medical Waste Management Rules and Guidelines, the supply of non-chlorinated and color-coded plastic bags must be on a chargeable basis. The guidelines explicitly mandate the annual revision of rates based on the WPI/CPI index. Consequently, demanding free services is a direct violation of the statutory BMW Rules and Guidelines. We request that this condition be revised immediately to align with the established legal framework by CPCB. Additionally, as the tendering authority is not contributing any resources or financial support to the CBWTF developer, imposing such free-service mandates is entirely unjustified. Under the governing rules, the obligation to provide land rests strictly with the Municipal Corporation, not the developer. Therefore, providing an unlimited supply of bags and free services to Delhi Government Healthcare Facilities (HCFs) as per the tender conditions stands as a clear violation. Should the DPCC still proceed with this non-compliant tender framework, we request the authority to at least provide a detailed breakdown of the number of HCFs, total bed capacity, and the estimated annual quantity of bags required to enable bidders to accurately assess financial liabilities over the 25-year contract period.	Refer Corrigendum-2
35	Region-1	101	Section V: List of Annexure	Annexure-2	Annexure-2 FORMAT FOR FINANCIAL PROPOSAL (To be submitted on the Bidder's Letterhead) And Financial Bid.xls BOQ.xls content	We would like to bring to your attention that the content and formatting provided in the tender document and the Financial BOQ.xls file do not match. To prevent future disputes and ensure a fair evaluation, please rectify the requirements in Annexure-2 (Financial Proposal) to match the contents of the Financial BOQ Excel file. Please ensure that the desired financial proposal is issued in a single, identical format across both documents.	Refer Corrigendum-2
36	Region-1	12	1. Scope of Work	1 A	The Bidder shall establish a Common Bio-Medical Waste Treatment and Disposal Facility (CBWTF) on a Build, Own and Operate (BOO) basis and operate the same for a period of twenty-five (25) years	In 2005, the Directorate of Health Services (DHS), Govt. of NCT of Delhi, floated an overlapping Bio-Medical Waste (BMW) management tender for the Delhi region midway through an ongoing allocation. Given this historical precedent, we request clarification on the security of the contractor's long-term capital investment. If the DPCC or any other government department subsequently floats an overlapping tender or alters the allocated area boundaries or new facility is develop by private party, it will severely impact the viability of the contractor's capital investment. Therefore, we request that DPCC provide contractually binding, absolute legal protection and full financial indemnification within the Concession Agreement. Specifically, please confirm if DPCC will include a comprehensive Material Adverse Effect (MAE) and Termination Compensation clause to protect the contractor's unamortized capital investment and debt liabilities against any future cross-departmental tender disruptions.	Delhi Government will go by its valid tender only and no overlapping likely will take place.
37	Region-1	16	Minimum Eligibility Criteria for Tender Document	4 E	Clause 4(E): Minimum of 3 years of experience in operating and managing a CBWTF during the last 5 years.	We request that the Technical Capacity clause be amended to align with standard CVC guidelines on quantity requirements followed in compliant Indian tenders. In a CBWTF tender, the quantity is determined by the number of beds. Accordingly, the qualification criteria should be revised to: • Single Plant: Must meet 80% of the total tender quantity (number of beds). • Two Plants: Must meet 60% each of the total tender quantity (number of beds). • Three Plants: Must meet 40% each of the total tender quantity (number of beds)	The existing terms and conditions of the Tender Document shall prevail.
38	Region-1	16	Minimum Eligibility Criteria for Tender Document	4 C	Clause 4(C): Average turnover of Rs. 05 Crores for any three years in last four financial years.	We understand that the required minimum annual turnover of ₹5 Crore must be derived exclusively from CBWTF operations. Kindly confirm if our understanding is correct.	The minimum average annual turnover of ₹5 crore shall be assessed in accordance with Clause 4(C) of the Tender Document and need not be exclusively from CBWTF
39	Region-1	49	Section-III: Instruction to Bidders	Clause 16., G.	In case a Bidder is ranked as H1 for more than one region, the award shall be made in accordance with the region preference indicated by the Bidder at the time of Tender submission. The remaining region(s) shall be offered to the next highest-ranked eligible Bidder(s) (H2 then H3) accordingly.	As per tender requirement if bidder state Region-1 as their First Preference and Region-2 as their Second Preference, but after financial bid opening it reveals that bidder are H2 in Region-1 and H1 in Region-2, will the DPCC award the contract for Region-2 ? Kindly clarify the exact evaluation protocol and cross-award rules to prevent any ambiguity during financial opening.	Yes, the understanding is correct.

40	Region-1	49	Section-III: Instruction to Bidders	Clause 16., G.	In case a Bidder is ranked as H1 for more than one region, the award shall be made in accordance with the region preference indicated by the Bidder at the time of Tender submission. The remaining region(s) shall be offered to the next highest-ranked eligible Bidder(s) (H2 then H3) accordingly.	As per tender requirement if bidder state Region-1 as their First Preference and Region-2 as their Second Preference, but after financial bid opening it reveals that bidder are H2 in Region-1 and H1 in Region-2, and if DPCC awarded the Region 2. If the original H1 bidder for Region-1 subsequently defaults, backs out, or fails to execute the contract, will the bidder awarded Region-2 have the right to take up Region-1 (their first preference)?	In such a case, preference shall be given to the next eligible bidder who has not been awarded either Region-1 or Region-2, in accordance with the Tender Document.
41	Region-1	49	Section-III: Instruction to Bidders	Clause 16., G.	In case a Bidder is ranked as H1 for more than one region, the award shall be made in accordance with the region preference indicated by the Bidder at the time of Tender submission. The remaining region(s) shall be offered to the next highest-ranked eligible Bidder(s) (H2 then H3) accordingly.	As per tender requirement if bidder state Region-1 as their First Preference and Region-2 as their Second Preference, but after bid opening it reveals that in Region-1, 3 bidder qualify and in Region-2, only 1 bidder qualify, Then please clarify will DPCC will open the Region-2 bid.	The matter shall be decided on merit, as deemed fit in the eyes of Law and spirit of Tender Document.
42	Region-1	9	Tender Highlights	14 Land Requirement	The successful Bidder shall secure land... located within an industrial zone... within 60 days from the award of work.	As per the BMW governing rules, the obligation to provide land rests strictly with the Municipal Corporation, not the developer. Please consider.	The existing terms and conditions of the Tender Document shall prevail.
43	Region-1	9	Tender Highlight	12	Bid security Rs.80 Lacs in the form of BG.	Please share Bank details to prepare the EMD	Refer Corrigendum-2.
44	Region-1	19	1. Scope of Work	G	As per the amendment to the EIA Notification, 2006 (MoEF&CC Notification S.O. 1142(E) dated 17.04.2015), a CBWTF falls under Item 7(da) and requires Environmental Clearance (EC) from the State Environment Impact Assessment Authority (SEIAA), or MoEF&CC as applicable. The Selected Bidder shall obtain: a) Environmental Clearance (EC) b) Consent to Establish (CTE) c) Consent to Operate (CTO) d) Authorization under BMWM Rules, 2016. No construction or site preparation shall commence without EC.	We request tendering authority to take responsibility of securing the EC. Please confirm It is requested that DPCC provide a copy of the Gap Analysis Report prepared for establishing CBWTFs in Delhi, in the format prescribed under the CPCB guidelines dated 12.04.2025. The report will enable bidders to assess the existing infrastructure, treatment capacity, biomedical waste generation and actual requirement for the proposed facilities.	The existing terms and conditions of the Tender Document shall prevail. For Bidders assessment please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
45	Region-1	83	Annexure-H	3	I/We acknowledge DPCC's right to reject our Bid without assigning any reason and hereby waive any right to contest such decision to the extent permitted by law.	The waiver may restrict bidders from challenging unfair or arbitrary decisions. The clause should be deleted or modified to preserve bidders' lawful rights and remedies available under the legal framework of Republic of India.	Refer Corrigendum-2
46	Region-1	83	Annexure-H	11	I/We irrevocably waive any right to challenge decisions taken by DPCC regarding the selection process.	The waiver may restrict bidders from challenging unfair or arbitrary decisions. The clause should be deleted or modified to preserve bidders' lawful rights and remedies available under the legal framework of Republic of India.	Refer Corrigendum-2
47	Region-1	61	1. General Condition:	E	Rates are revised once every year by the Directorate of Health Services. The applicable rates at the time of operation of the proposed CBWTF shall be revised based on the Wholesale Price Index (WPI) or Consumer Price Index (CPI) considering prevailing market conditions (labour costs, diesel, electricity, operations) and finalized by the State Advisory Committee in consultation with DPCC, medical associations, and CBWTF representatives.	While the tender proposes annual tariff revisions based on Wholesale Price Index (WPI) / Consumer Price Index (CPI), the mechanism lacks a clear formula, timeline, or process for managing exceptional cost increases. Over a 25-year contract, this ambiguity threatens financial viability. The tender must establish a transparent, time-bound tariff escalation formula that explicitly accounts for material shifts in operating costs and contractual obligations. Please elaborate the rate revision for extra ordinary conditions such as change in scope and the compliances.	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document. For rates etc. the recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.
48	Region-1	19	Section II (Scope of Work)	1(b)	The CBWTF shall be fully established and made operational within twelve (12) months from the date of issue of the Letter of Award (LoA).	Requesting that the 24-month (excluding monsoon) construction period commences from the date of obtaining Environmental Clearance (EC).	The existing terms and conditions of the Tender Document shall prevail. Refer Corrigendum-2.

49	Region-1	58	Section III (Bonus Reward)	24	If the selected bidder successfully completes trial run and final commissioning within 9 months from LoA, duly certified by DPCC, 10% of the one-time bidding amount shall be refunded to the bidder.	If delays are caused solely by statutory bodies in granting EC/CTE, will the 9-month window for the bonus be extended?	The existing terms and conditions of the Tender Document shall prevail. Refer Corrigendum-2.
50	Region-1	50	Section III (Bid Evaluation)	16 (9)	In case a Bidder is declared H1 for more than one region, the award shall be made in accordance with the region preference indicated by the Bidder at the time of Tender submission. The remaining region shall be offered to the next highest ranked eligible Bidder (H2 then H3) accordingly.	The tender says a bidder cannot win both regions, even if they are the highest bidder (H1) in both. However, each region requires its own 0.5-acre land and separate machinery (Incinerator, ETP, etc.). Because the facilities will be completely separate, there is no operational risk in one company managing both. Additionally, DPCC has already removed the rule that were stopping the existing private operator (not awarded- through tendering process) of serving other district from bidding. This means DPCC wants do not have clear cut rational behind restricting an H1 bidder winning both regions. Why is this restriction in place? It hurts fair competition and stops the most efficient, highest-ranked (H1) bidder from winning. We request DPCC to remove this restriction.	The existing provisions of the Tender Document shall remain unchanged.
51	Region-1	19	1. Scope of Work	G	As per the amendment to the EIA Notification, 2006 (MoEF&CC Notification S.O. 1142(E) dated 17.04.2015), a CBWTF falls under Item 7(da) and requires Environmental Clearance (EC) from the State Environment Impact Assessment Authority (SEIAA), or MoEF&CC as applicable. The Selected Bidder shall obtain: a) Environmental Clearance (EC) b) Consent to Establish (CTE) c) Consent to Operate (CTO) d) Authorization under BMWM Rules, 2016. No construction or site preparation shall commence without EC.	Obtaining Environmental Clearance is a time-consuming statutory process that requires detailed site-specific studies and investigations. Clarification is necessary to avoid ambiguity regarding permissible pre-construction activities and to ensure timely compliance with regulatory requirements.	The existing terms and conditions of the Tender Document shall prevail. Refer Corrigendum-2.
52	Region-1	22	Section II (Scope of work)	3.(G)	The Operator must provide services at no cost to all Health Care Facilities under Delhi Government departments.	The tender requires selected bidders to provide free services and biomedical waste bags to Government HCFs. However, it is unclear whether existing operators in non-tendered districts will also be subject to the same condition, as bags are currently supplied on a chargeable basis. If this obligation applies only to selected bidders, it will create an unfair commercial advantage for existing operators, despite uniform revenue rates being applicable to all three operators. Further, free bags may encourage misuse and wastage, increasing plastic waste generation.	The existing provisions of the Tender Document shall remain unchanged. Refer Corrigendum-2.
53	Region-1	47	III: Instruction to bidders	12	In exceptional circumstances, prior to the expiry of the original Proposal Validity Period, the Authority may request Bidders to extend the period of validity for a specified additional period, which shall not exceed 90 days from the original Proposal Validity Date. Such request and the Bidder's response shall be made in writing. The Authority reserves the right to reject any Proposal from a Bidder who fails to extend the validity period as per this clause.	In case the Proposal Validity Period is extended beyond the original validity date at the request of the Authority, please clarify whether the Bid Security/EMD shall also require extension and whether the bidder shall be compensated for any additional costs incurred due to such extension. Extension of bid validity entails additional financial and administrative costs for bidders, including renewal of bank guarantees and maintenance of commercial offers.	The Bidder shall bear all costs associated with the extension of the Proposal Validity Period, including Bid Security/EMD extension, if applicable.
54	Region-1	47	Section III (Instruction to Bidders)	13	Notwithstanding the above, the Authority may debar or blacklist any Bidder for misleading or false representations in any forms, statements, or submissions, for a period determined solely by the Authority.	Please clarify and share reason before such action.	The existing terms and conditions of the Tender Document shall prevail.
55	Region-1	61	Section IV (General condition of the Contract (GCC))	1. (A)	A bidder can submit the Tender Document for both Region-1 and Region-2 separately. It is possible that a bidder may be technically qualified for both regions; however, both regions shall not be awarded to the same bidder. The bidder shall clearly mention the preferred region as per Annexure-B, in line with the bid submission for Region-1.	As per the tender clause, a bidder can be awarded only one region. However, DPCC has not clarified whether existing operators are restricted from participating while continuing operations in non-tendered districts. This may provide an undue advantage to existing operators. It is therefore requested to clarify that, if an existing operator is awarded a tendered region, it must cease its existing operations in the other region(s) to ensure fair competition and a level playing field. We also request DPCC to clarify whether tenders will be invited for the remaining districts of Delhi currently served by private operators but not covered under the present tender.	The existing terms and conditions of the Tender Document shall prevail, as tender document is not restricting anyone.

56	Region-1	83	Annexure-H	11	I/We irrevocably waive any right to challenge decisions taken by DPCC regarding the selection process.	The waiver may restrict bidders from challenging unfair or arbitrary decisions. The clause should be deleted or modified to preserve bidders' lawful rights and remedies.	Refer Corrigendum-2.
57	Region-1	15	Section I: Invitation of Bid	2 (Note)	Notwithstanding anything contained in this Tender Document, DPCC reserves the absolute right to accept or reject any Bid, annul the bidding process, or cancel the Tender at any stage without assigning any reason and without incurring any liability whatsoever. No claim, compensation, or damages shall be payable by DPCC on account of such rejection or cancellation.	The broad powers to reject bids, cancel the tender or forfeit security may lead to arbitrary decisions and uncertainty. It is requested that objective criteria, written reasons, and reasonable notice with an opportunity to respond be stipulated in accordance with applicable legal provisions. Annexure H, Clause 11, should also be reviewed to ensure that bidders are not unfairly restricted from challenging arbitrary decisions. Similar concerns had arisen in the CBWTF tender floated by DPCC in 2021. Appropriate safeguards are therefore necessary to ensure transparency, fairness and accountability.	The existing terms and conditions of the Tender Document shall prevail.
58	Region-1	20/102	Incinerator Technology		Dry APCD with Bag House	The bidder should be given the flexibility to design and select appropriate technologies and processes, provided they comply with the applicable CPCB guidelines and statutory requirements. It is requested that the tender clearly confirm that no specific technology or process is mandated, allowing bidders to propose suitable and compliant solutions.	The existing provisions of the Tender Document shall remain unchanged.
59	Region-1	General	General	General	Specific request	We request DPCC to ensure that the entire biomedical waste generated in Delhi is handled through CBWTFs selected via a transparent tendering process, with no parallel operations by private operators outside the tendering framework. This will ensure fair competition, uniform regulatory compliance and effective monitoring of biomedical waste management across Delhi.	The existing terms and conditions of the Tender Document shall prevail.
60	Region-1	General	General	General	Old DPCC tender dated 09 August 2021	As per DPCC tender dated 09 August 2021 that " The presently operation CBWTF in Delhi, intending to continue operation at the present location shall not be eligible for applying for this Tender. Bidders having any shareholding in existing CBWTF in Delhi intending to operate in its present location shall also be not eligible for this Tender". We request to add this clause in current tender.	The existing terms and conditions of the Tender Document shall prevail.
61	Region-1	19	1. Scope of Work	B	The CBWTF shall be fully established and made operational within twelve (12) months from the date of issue of the Letter of Award (LoA).	Baseline environmental monitoring for conducting Rapid EIA is required to be carried out during the prescribed non-monsoon period, excluding the monsoon season. Accordingly, if the work order is issued in May/June, the required three-month monitoring cannot be completed during July–September, delaying the EC process. Further, site development and construction activities cannot commence before obtaining the requisite EC. Therefore, the stipulated 12-month timeline for establishing the CBWTF may be impractical. It is requested that the timeline be extended to 24 months to accommodate the EC approval process and subsequent establishment of the facility.	Refer Corrigendum-2.
62	Region-1	39	E. Disposal option of solid waste generated from the CBWTF a) Rotary Incinerator	Table	Region 1: 500 kg/hr (1Working+1Standby). Minimum capacity of incinerator to be not less than 500 kg/hr	As the projected biomedical waste quantity is at least 18 TPD, it is requested that both incinerators be installed and operational to handle the projected waste load and any future emergency, such as a COVID-19-like situation, with neither incinerator designated as standby. Otherwise, operating the standby incinerator in the future may require an amendment to the Environmental Clearance (EC). DPCC is requested to amend the tender clause accordingly and confirm.	The existing provisions of the Tender Document shall remain unchanged.
63	Region-1	55	Selection of Bidder	C	If the highest-ranked Bidder (H1) fails to comply or fails to commence the work within the stipulated period of 90 days, the EMD shall be forfeited and the offer shall be extended to the next eligible Bidder (H2, and thereafter H3), subject to such Bidder agreeing to match and pay the one-time bidding amount quoted by H1, where such amount is higher than their own quoted bid.	Please clarify the meaning of the word commence in detail.	Self-explanatory.

64	Region-1	2	Table	6	End date	Reasons for Extension of Time for Financial Bid Submission • 25-year BOO contract: Requires detailed long-term financial viability assessment. • Uncertain waste projections: Tender estimates are indicative and non-binding, requiring independent validation. • Free services to Government hospitals: Requires careful assessment of revenue recovery and cross-subsidisation. • Land and infrastructure costs: Requires verification of land availability, pricing and development costs. • Detailed cost estimation: Equipment, pollution-control systems, vehicles, manpower, fuel, maintenance and regulatory approvals. • Uncertain commercial risks: DPCC may change district allocations, affecting waste volumes and transportation costs. • Insufficient time after clarifications: Only seven calendar days between scheduled clarification responses (28 October) and bid submission (4 November 2026). Request: It is therefore requested that bidders be allowed a minimum of THREE (3) months for detailed study and data collection, followed by a second pre-bid meeting to address queries. Accordingly, the tender submission deadline may be extended to provide a minimum of three months from the date of tender issuance, ensuring effective participation and competitive bidding.	Refer Corrigendum-2.
65	Region-2	2 & 8	Tender Critical Date Sheet & Tender Highlights	Item 5 & 6 And Item 7 & 8	Response to queries / pre-bid clarifications: 28.10.2026 • Tender Submission End Date: 04.11.2026	As per CVC procurement guidelines and FIDIC contractual standards, a minimum of 21 days after issuance of pre-bid clarifications is mandatory to ensure transparency, fairness, and healthy competition. Hence, we request DPCC to provide at least 21 days from the date of pre-bid clarifications	Refer Corrigendum-2.
66	Region-2	28	Section II: Scope of work (Mercury Waste)	Clause 4, B., b)	The capacity of the mercury storage provision should be maximum of 90 days.	A Treatment, Storage, and Disposal Facility (TSDF) is governed by the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016. In accordance with these rules, the operations of a Secured Landfill (SLF) must be suspended during the monsoon season. Furthermore, mercury waste requires a multi-stage pre-treatment process—comprising solidification, stabilization, and micro-encapsulation—prior to final disposal in the secured landfill, ensuring the mercury is permanently fixed into the solid mass as prescribed by the official manuals and guidelines. Since the seasonal closure of the secured landfill during the monsoon is an external environmental mandate completely beyond the control of the CBWTF operator, this specific condition needs to be reviewed and revised to align practically with hazardous waste (HW) compliance requirements.	The existing terms and conditions of the Tender Document shall prevail.
67	Region-2	20	Section II: Scope of work	Clause 1, L.	DPCC shall reserves its right to review/change the allocation of districts to CBWTFs including existing CBWTF at any stage for long term solution for collection, treatment and disposal of Bio-Medical waste irrespective of number of beds covered/catered by CBWTF.	In a Built-Own-Operate (BOO) tender, imposing such a condition violates established BOO structures and procurement manuals published by multiple Government of India institutes. Because a BOO framework shifts specific operational risks to the developer, enforcing seasonal restrictions without corresponding relief clauses fundamentally contradicts standard government public-private partnership guidelines. Hence, we request that any modification to the allocation of districts after the award of the contract must be firmly not allowed and strictly prohibited. This restriction is essential to enable bidders to reliably evaluate and develop their financial models based on today's baseline quantity of work, from which the core revenue model is derived and according to which the bidder quotes a one-time bid amount. Altering these conditions after the award deprives the bidder of a clear picture of the scope of work. Therefore, the bidder requests the complete deletion of this clause.	The existing provisions of the Tender Document shall remain unchanged.

68	Region-2	13 & 20	Section I: Invitation of Bid & Section II: Scope of work	Clause 2 & Clause 1, L.	Delhi Pollution Control Committee (DPCC) is inviting Bids through this Tender Document for establishing two new CBWTFs to serve the following regions: A. Region-1: East, North East, Old Delhi and Central districts of NCT of Delhi; B. Region-2: West, South West, and Outer North districts of NCT of Delhi. This Tender Document pertains to the development of a new CBWTF for Region-1: East, North East, Old Delhi and Central districts of NCT of Delhi.	We request DPCC to consider inviting a single consolidated tender for Regions 1 and 2, as CBWTFs are centralized facilities intended to serve multiple healthcare facilities efficiently. Separate facilities may lead to duplication of infrastructure and increased operational costs, whereas a consolidated facility can ensure better scientific management, optimal resource utilization and financial viability through economies of scale. This approach would also simplify performance monitoring and reduce the administrative burden on DPCC by avoiding the need to independently monitor two separate facilities.	The existing terms and conditions of the Tender Document shall prevail.
69	Region-2	19 & 22	Section II: Scope of work	Clause 1, E. & Clause 3, F.	The selected Operator shall collect, transport, treat, and dispose of bio-medical waste generated from Delhi Government Health Care Facilities (HCFs) free of cost. The Operator shall recover its operational costs through user charges collected from other member Health Care Facilities, excluding Delhi Government HCFs. Provide non-chlorinated, colour-coded, bar-coded plastic bags (as per BMWM Rules, 2016) to all HCFs (no cost to Delhi Govt. HCFs) on a monthly basis. HCFs will provide quarterly estimates for bag requirements.	Under the Bio-Medical Waste Management Rules and Guidelines, the supply of non-chlorinated and color-coded plastic bags must be on a chargeable basis. The guidelines explicitly mandate the annual revision of rates based on the WPI/CPI index. Consequently, demanding free services is a direct violation of the statutory BMW Rules and Guidelines. We request that this condition be revised immediately to align with the established legal framework by CPCB. Additionally, as the tendering authority is not contributing any resources or financial support to the CBWTF developer, imposing such free-service mandates is entirely unjustified. Under the governing rules, the obligation to provide land rests strictly with the Municipal Corporation, not the developer. Therefore, providing an unlimited supply of bags and free services to Delhi Government Healthcare Facilities (HCFs) as per the tender conditions stands as a clear violation. Should the DPCC still proceed with this non-compliant tender framework, we request the authority to at least provide a detailed breakdown of the number of HCFs, total bed capacity, and the estimated annual quantity of bags required to enable bidders to accurately assess financial liabilities over the 25-year contract period.	Refer Corrigendum-2.
70	Region-2	101	Section V: List of Annexure	Annexure-2	Annexure-2 FORMAT FOR FINANCIAL PROPOSAL (To be submitted on the Bidder's Letterhead) And Financial Bid.xls BOQ.xls content	We would like to bring to your attention that the content and formatting provided in the tender document and the Financial BOQ.xls file do not match. To prevent future disputes and ensure a fair evaluation, please rectify the requirements in Annexure-2 (Financial Proposal) to match the contents of the Financial BOQ Excel file. Please ensure that the desired financial proposal is issued in a single, identical format across both documents.	Refer Corrigendum-2.
71	Region-2	12	1. Scope of Work	1 A	The Bidder shall establish a Common Bio-Medical Waste Treatment and Disposal Facility (CBWTF) on a Build, Own and Operate (BOO) basis and operate the same for a period of twenty-five (25) years	In 2005, the Directorate of Health Services (DHS), Govt. of NCT of Delhi, floated an overlapping Bio-Medical Waste (BMW) management tender for the Delhi region midway through an ongoing allocation. Given this historical precedent, we request clarification on the security of the contractor's long-term capital investment. If the DPCC or any other government department subsequently floats an overlapping tender or alters the allocated area boundaries or new facility is develop by private party, it will severely impact the viability of the contractor's capital investment. Therefore, we request that DPCC provide contractually binding, absolute legal protection and full financial indemnification within the Concession Agreement. Specifically, please confirm if DPCC will include a comprehensive Material Adverse Effect (MAE) and Termination Compensation clause to protect the contractor's unamortized capital investment and debt liabilities against any future cross-departmental tender disruptions.	Delhi Government will go by its valid tender only and no overlapping likely will take place.
72	Region-2	16	Minimum Eligibility Criteria for Tender Document	4 E	Clause 4(E): Minimum of 3 years of experience in operating and managing a CBWTF during the last 5 years.	We request that the Technical Capacity clause be amended to align with standard CVC guidelines on quantity requirements followed in compliant Indian tenders. In a CBWTF tender, the quantity is determined by the number of beds. Accordingly, the qualification criteria should be revised to: • Single Plant: Must meet 80% of the total tender quantity (number of beds). • Two Plants: Must meet 60% each of the total tender quantity (number of beds). • Three Plants: Must meet 40% each of the total tender quantity (number of beds)	The existing terms and conditions of the Tender Document shall prevail.
73	Region-2	16	Minimum Eligibility Criteria for Tender Document	4 C	Clause 4(C): Average turnover of Rs. 05 Crores for any three years in last four financial years.	We understand that the required minimum annual turnover of ₹5 Crore must be derived exclusively from CBWTF operations. Kindly confirm if our understanding is correct.	The minimum average annual turnover of ₹5 crore shall be assessed in accordance with Clause 4(C) of the Tender Document and need not be exclusively from CBWTF

74	Region-2	49	Section-III: Instruction to Bidders	Clause 16., G.	In case a Bidder is ranked as H1 for more than one region, the award shall be made in accordance with the region preference indicated by the Bidder at the time of Tender submission. The remaining region(s) shall be offered to the next highest-ranked eligible Bidder(s) (H2 then H3) accordingly.	As per tender requirement if bidder state Region-1 as their First Preference and Region-2 as their Second Preference, but after financial bid opening it reveals that bidder are H2 in Region-1 and H1 in Region-2, will the DPCC award the contract for Region-2 ? Kindly clarify the exact evaluation protocol and cross-award rules to prevent any ambiguity during financial opening.	Yes, the understanding is correct.
75	Region-2	49	Section-III: Instruction to Bidders	Clause 16., G.	In case a Bidder is ranked as H1 for more than one region, the award shall be made in accordance with the region preference indicated by the Bidder at the time of Tender submission. The remaining region(s) shall be offered to the next highest-ranked eligible Bidder(s) (H2 then H3) accordingly.	As per tender requirement if bidder state Region-1 as their First Preference and Region-2 as their Second Preference, but after financial bid opening it reveals that bidder are H2 in Region-1 and H1 in Region-2, and if DPCC awarded the Region 2. If the original H1 bidder for Region-1 subsequently defaults, backs out, or fails to execute the contract, will the bidder awarded Region-2 have the right to take up Region-1 (their first preference)?	In such a case, preference shall be given to the next eligible bidder who has not been awarded either Region-1 or Region-2, in accordance with the Tender Document.
76	Region-2	49	Section-III: Instruction to Bidders	Clause 16., G.	In case a Bidder is ranked as H1 for more than one region, the award shall be made in accordance with the region preference indicated by the Bidder at the time of Tender submission. The remaining region(s) shall be offered to the next highest-ranked eligible Bidder(s) (H2 then H3) accordingly.	As per tender requirement if bidder state Region-1 as their First Preference and Region-2 as their Second Preference, but after bid opening it reveals that in Region-1, 3 bidder qualify and in Region-2, only 1 bidder qualify, Then please clarify will DPCC will open the Region-2 bid.	The matter shall be decided on merit, as deemed fit in the eyes of Law and spirit of Tender Document.
77	Region-2	9	Tender Highlights	14 Land Requirement	The successful Bidder shall secure land... located within an industrial zone... within 60 days from the award of work.	As per the BMW governing rules, the obligation to provide land rests strictly with the Municipal Corporation, not the developer. Please consider.	The existing terms and conditions of the Tender Document shall prevail.
78	Region-2	9	Tender Highlight	12	Bid security Rs.84 Lacs in the form of BG.	Please share Bank details to prepare the EMD	Refer Corrigendum-2.
79	Region-2	19	1. Scope of Work	G	As per the amendment to the EIA Notification, 2006 (MoEF&CC Notification S.O. 1142(E) dated 17.04.2015), a CBWTF falls under Item 7(da) and requires Environmental Clearance (EC) from the State Environment Impact Assessment Authority (SEIAA), or MoEF&CC as applicable. The Selected Bidder shall obtain: a) Environmental Clearance (EC) b) Consent to Establish (CTE) c) Consent to Operate (CTO) d) Authorization under BMWM Rules, 2016. No construction or site preparation shall commence without EC.	We request tendering authority to take responsibility of securing the EC. Please confirm It is requested that DPCC provide a copy of the Gap Analysis Report prepared for establishing CBWTFs in Delhi, in the format prescribed under the CPCB guidelines dated 12.04.2025. The report will enable bidders to assess the existing infrastructure, treatment capacity, biomedical waste generation and actual requirement for the proposed facilities.	The existing terms and conditions of the Tender Document shall prevail. For Bidders assessment please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
80	Region-2	83	Annexure-H	3	I/We acknowledge DPCC's right to reject our Bid without assigning any reason and hereby waive any right to contest such decision to the extent permitted by law.	The waiver may restrict bidders from challenging unfair or arbitrary decisions. The clause should be deleted or modified to preserve bidders' lawful rights and remedies available under the legal framework of Republic of India.	Refer Corrigendum-2.
81	Region-2	83	Annexure-H	11	I/We irrevocably waive any right to challenge decisions taken by DPCC regarding the selection process.	The waiver may restrict bidders from challenging unfair or arbitrary decisions. The clause should be deleted or modified to preserve bidders' lawful rights and remedies available under the legal framework of Republic of India.	Refer Corrigendum-2.
82	Region-2	61	1. General Condition:	E	Rates are revised once every year by the Directorate of Health Services. The applicable rates at the time of operation of the proposed CBWTF shall be revised based on the Wholesale Price Index (WPI) or Consumer Price Index (CPI) considering prevailing market conditions (labour costs, diesel, electricity, operations) and finalized by the State Advisory Committee in consultation with DPCC, medical associations, and CBWTF representatives.	While the tender proposes annual tariff revisions based on Wholesale Price Index (WPI) / Consumer Price Index (CPI), the mechanism lacks a clear formula, timeline, or process for managing exceptional cost increases. Over a 25-year contract, this ambiguity threatens financial viability. The tender must establish a transparent, time-bound tariff escalation formula that explicitly accounts for material shifts in operating costs and contractual obligations. Please elaborate the rate revision for extra ordinary conditions such as change in scope and the compliances.	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document. For rates etc. the recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.

83	Region-2	19	Section II (Scope of Work)	1(b)	The CBWTF shall be fully established and made operational within twelve (12) months from the date of issue of the Letter of Award (LoA).	Requesting that the 24-month (excluding monsoon) construction period commences from the date of obtaining Environmental Clearance (EC).	The existing terms and conditions of the Tender Document shall prevail. Refer Corrigendum-2.
84	Region-2	58	Section III (Bonus Reward)	24	If the selected bidder successfully completes trial run and final commissioning within 9 months from LoA, duly certified by DPCC, 10% of the one-time bidding amount shall be refunded to the bidder.	If delays are caused solely by statutory bodies in granting EC/CTE, will the 9-month window for the bonus be extended?	The existing terms and conditions of the Tender Document shall prevail. Refer Corrigendum-2.
85	Region-2	50	Section III (Bid Evaluation)	16 (9)	In case a Bidder is declared H1 for more than one region, the award shall be made in accordance with the region preference indicated by the Bidder at the time of Tender submission. The remaining region shall be offered to the next highest ranked eligible Bidder (H2 then H3) accordingly.	The tender says a bidder cannot win both regions, even if they are the highest bidder (H1) in both. However, each region requires its own 0.5-acre land and separate machinery (Incinerator, ETP, etc.). Because the facilities will be completely separate, there is no operational risk in one company managing both. Additionally, DPCC has already removed the rule that were stopping the existing private operator (not awarded- through tendering process) of serving other district from bidding. This means DPCC wants do not have clear cut rational behind restricting an H1 bidder winning both regions. Why is this restriction in place? It hurts fair competition and stops the most efficient, highest-ranked (H1) bidder from winning. We request DPCC to remove this restriction.	The existing provisions of the Tender Document shall remain unchanged.
86	Region-2	19	1. Scope of Work	G	As per the amendment to the EIA Notification, 2006 (MoEF&CC Notification S.O. 1142(E) dated 17.04.2015), a CBWTF falls under Item 7(da) and requires Environmental Clearance (EC) from the State Environment Impact Assessment Authority (SEIAA), or MoEF&CC as applicable. The Selected Bidder shall obtain: a) Environmental Clearance (EC) b) Consent to Establish (CTE) c) Consent to Operate (CTO) d) Authorization under BMWM Rules, 2016. No construction or site preparation shall commence without EC.	Obtaining Environmental Clearance is a time-consuming statutory process that requires detailed site-specific studies and investigations. Clarification is necessary to avoid ambiguity regarding permissible pre-construction activities and to ensure timely compliance with regulatory requirements.	The existing terms and conditions of the Tender Document shall prevail. Refer Corrigendum-2.
87	Region-2	22	Section II (Scope of work)	3.(G)	The Operator must provide services at no cost to all Health Care Facilities under Delhi Government departments.	The tender requires selected bidders to provide free services and biomedical waste bags to Government HCFs. However, it is unclear whether existing operators in non-tendered districts will also be subject to the same condition, as bags are currently supplied on a chargeable basis. If this obligation applies only to selected bidders, it will create an unfair commercial advantage for existing operators, despite uniform revenue rates being applicable to all three operators. Further, free bags may encourage misuse and wastage, increasing plastic waste generation.	The existing provisions of the Tender Document shall remain unchanged. Refer Corrigendum-2.
88	Region-2	47	III: Instruction to bidders	12	In exceptional circumstances, prior to the expiry of the original Proposal Validity Period, the Authority may request Bidders to extend the period of validity for a specified additional period, which shall not exceed 90 days from the original Proposal Validity Date. Such request and the Bidder's response shall be made in writing. The Authority reserves the right to reject any	In case the Proposal Validity Period is extended beyond the original validity date at the request of the Authority, please clarify whether the Bid Security/EMD shall also require extension and whether the bidder shall be compensated for any additional costs incurred due to such extension. Extension of bid validity entails additional financial and administrative costs for bidders, including renewal of bank guarantees and maintenance of commercial offers.	The Bidder shall bear all costs associated with the extension of the Proposal Validity Period, including Bid Security/EMD extension, if applicable.
89	Region-2	47	Section III (Instruction to Bidders)	13	Notwithstanding the above, the Authority may debar or blacklist any Bidder for misleading or false representations in any forms, statements, or submissions, for a period determined solely by the Authority.	Please clarify and share reason before such action.	The existing terms and conditions of the Tender Document shall prevail.

90	Region-2	61	Section IV (General condition of the Contract (GCC))	1. (A)	A bidder can submit the Tender Document for both Region-1 and Region-2 separately. It is possible that a bidder may be technically qualified for both regions; however, both regions shall not be awarded to the same bidder. The bidder shall clearly mention the preferred region as per Annexure-B, in line with the bid submission for Region-1.	As per the tender clause, a bidder can be awarded only one region. However, DPCC has not clarified whether existing operators are restricted from participating while continuing operations in non-tendered districts. This may provide an undue advantage to existing operators. It is therefore requested to clarify that, if an existing operator is awarded a tendered region, it must cease its existing operations in the other region(s) to ensure fair competition and a level playing field. We also request DPCC to clarify whether tenders will be invited for the remaining districts of Delhi currently served by private operators but not covered under the present tender.	The existing terms and conditions of the Tender Document shall prevail, as tender document is not restricting anyone.
91	Region-2	83	Annexure-H	11	I/We irrevocably waive any right to challenge decisions taken by DPCC regarding the selection process.	The waiver may restrict bidders from challenging unfair or arbitrary decisions. The clause should be deleted or modified to preserve bidders' lawful rights and remedies.	Refer Corrigendum-2.
92	Region-2	15	Section I: Invitation of Bid	2 (Note)	Notwithstanding anything contained in this Tender Document, DPCC reserves the absolute right to accept or reject any Bid, annul the bidding process, or cancel the Tender at any stage without assigning any reason and without incurring any liability whatsoever. No claim, compensation, or damages shall be payable by DPCC on account of such rejection or cancellation.	The broad powers to reject bids, cancel the tender or forfeit security may lead to arbitrary decisions and uncertainty. It is requested that objective criteria, written reasons, and reasonable notice with an opportunity to respond be stipulated in accordance with applicable legal provisions. Annexure H, Clause 11, should also be reviewed to ensure that bidders are not unfairly restricted from challenging arbitrary decisions. Similar concerns had arisen in the CBWTF tender floated by DPCC in 2021. Appropriate safeguards are therefore necessary to ensure transparency, fairness and accountability.	The existing terms and conditions of the Tender Document shall prevail.
93	Region-2	20/102	Incinerator Technology		Dry APCD with Bag House	The bidder should be given the flexibility to design and select appropriate technologies and processes, provided they comply with the applicable CPCB guidelines and statutory requirements. It is requested that the tender clearly confirm that no specific technology or process is mandated, allowing bidders to propose suitable and compliant solutions.	The existing provisions of the Tender Document shall remain unchanged.
94	Region-2	General	General	General	Specific request	We request DPCC to ensure that the entire biomedical waste generated in Delhi is handled through CBWTFs selected via a transparent tendering process, with no parallel operations by private operators outside the tendering framework. This will ensure fair competition, uniform regulatory compliance and effective monitoring of biomedical waste management across Delhi.	The existing terms and conditions of the Tender Document shall prevail.
95	Region-2	General	General	General	Old DPCC tender dated 09 August 2021	As per DPCC tender dated 09 August 2021 that " The presently operation CBWTF in Delhi, intending to continue operation at the present location shall not be eligible for applying for this Tender. Bidders having any shareholding in existing CBWTF in Delhi intending to operate in its present location shall also be not eligible for this Tender". We request to add this clause in current tender.	The existing terms and conditions of the Tender Document shall prevail.
96	Region-2	19	1. Scope of Work	B	The CBWTF shall be fully established and made operational within twelve (12) months from the date of issue of the Letter of Award (LoA).	Baseline environmental monitoring for conducting Rapid EIA is required to be carried out during the prescribed non-monsoon period, excluding the monsoon season. Accordingly, if the work order is issued in May/June, the required three-month monitoring cannot be completed during July–September, delaying the EC process. Further, site development and construction activities cannot commence before obtaining the requisite EC. Therefore, the stipulated 12-month timeline for establishing the CBWTF may be impractical. It is requested that the timeline be extended to 24 months to accommodate the EC approval process and subsequent establishment of the facility.	Refer Corrigendum-2.
97	Region-2	39	E. Disposal option of solid waste generated from the CBWTF a) Rotary Incinerator	Table	Region 1: 500 kg/hr (1Working+1Standby). Minimum capacity of incinerator to be not less than 500 kg/hr	As the projected biomedical waste quantity is at least 21 TPD, it is requested that both incinerators be installed and operational to handle the projected waste load and any future emergency, such as a COVID-19-like situation, with neither incinerator designated as standby. Otherwise, operating the standby incinerator in the future may require an amendment to the Environmental Clearance (EC). DPCC is requested to amend the tender clause accordingly and confirm.	The existing provisions of the Tender Document shall remain unchanged.

98	Region-2	55	Selection of Bidder	C	If the highest-ranked Bidder (H1) fails to comply or fails to commence the work within the stipulated period of 90 days, the EMD shall be forfeited and the offer shall be extended to the next eligible Bidder (H2, and thereafter H3), subject to such Bidder agreeing to match and pay the one-time bidding amount quoted by H1, where such amount is higher than their own quoted bid.	Please clarify the meaning of the word commence in detail.	Self-explanatory.
99	Region-2	2	Table	6	End date	Reasons for Extension of Time for Financial Bid Submission • 25-year BOO contract: Requires detailed long-term financial viability assessment. • Uncertain waste projections: Tender estimates are indicative and non-binding, requiring independent validation. • Free services to Government hospitals: Requires careful assessment of revenue recovery and cross-subsidisation. • Land and infrastructure costs: Requires verification of land availability, pricing and development costs. • Detailed cost estimation: Equipment, pollution-control systems, vehicles, manpower, fuel, maintenance and regulatory approvals. • Uncertain commercial risks: DPCC may change district allocations, affecting waste volumes and transportation costs. • Insufficient time after clarifications: Only seven calendar days between scheduled clarification responses (28 October) and bid submission (4 November 2026). Request: It is therefore requested that bidders be allowed a minimum of THREE (3) months for detailed study and data collection, followed by a second pre-bid meeting to address queries. Accordingly, the tender submission deadline may be extended to provide a minimum of three months from the date of tender issuance, ensuring effective participation and competitive bidding.	Refer Corrigendum-2.
100	Region-1 & 2	90	Section V: List of Annexure	Annexure-L	FORMAT FOR SOLVENCY CERTIFICATE "TO WHOM SO EVER IT MAY CONCERN"	Nationalized or Scheduled Commercial Bank issue Solvency Certificate address to some authority/govt. department. Weather we can get it issued from our banker addressing to DPCC.	To be addressed to DPCC.
101	Region-1 & 2	58-59	Section III: Instruction to Bidders	25 (01)	Earnest Money Deposit (Refundable) in the form of Bank Guarantee valid for 12 months from the Proposal due date: ₹84 lakh (4% of approximate project cost (₹ 21 Crore excluding land) for Region-2 ₹80 lakh (4% of approximate project cost (₹ 20 Crore excluding land) - for Region-1 To be submitted by all bidders. BG issued by Nationalized/Scheduled Commercial Bank in Favor of Member Secretary, Delhi Pollution Control Committee (DPCC), 3rd Floor, Block-I, DMRC IT Park, Shastri Park, Delhi – 110053	No Format of Bank Guarantee for Earnest Money Deposit is disclose in Tender Document. Please provide or clarify the same? Also clarified weather is should in the name of: Member Secretary, Delhi Pollution Control Committee (DPCC), 3rd Floor, Block-I, DMRC IT Park, Shastri Park, Delhi – 110053 Apart from the above please clarify as under: As per MSME Act Earnest Money Deposit in case of Tender is exempted. Weather we can claim exemption in this.?	Refer Corrigendum-2. No Exemption

102	Region-1 & 2			25 (04)	Additional Bank Guarantee (land-assurance guarantee) for bidders without documentary proof of land ownership/lease - ₹2.1 Crore (10% of approximate project cost (₹ 21 Crore excluding land cost and civil works) - Applicable only for bidders submitting MoU / declaration / non-ownership documents. BG shall be valid for 120 days from Proposal Due Date.	Please clarify weather it should be : Member Secretary, Delhi Pollution Control Committee (DPCC), 3rd Floor, Block-I, DMRC IT Park, Shastri Park, Delhi – 110053	Yes, Refer Corrigendum-2.
103	Region-1 & 2	71	Section V: List of Annexure	Annexure-B (Bidder Details)	B. Preference of Region (If the Bidder is submitting Bids for both Regions): a) Preference No. 1- Region ……. b) Preference No. 2- Region ……..……	Since as per theTender Document if any Bidder apply for both the Regions; only one Region as per preference can be allotted to Successful Bidder. So kindly clarify weather we can submit a single EMD of higher value and Bank Guarantee for Land Assurance Guarantee for higher value i.e. for Region - 2 or we submit separate EMD and BG for Land Assurance Guarantee for the both the Regions.	The Bidder shall submit separate EMDs and Land Assurance Bank Guarantees for each Region, in accordance with the provisions of the Tender Document.
104	Region-1 & 2	22	Section II : Scope of Work	03 (F)	3. Key Deliverables: F. Provide non-chlorinated, colour-coded, bar-coded plastic bags (as per BMWM Rules 2016) to all HCFs (no cost to Delhi Govt. HCFs) on a monthly basis.HCFs will provide quarterly estimates for bag requirements.	Quantity of Non-Chlorinated, colour-coded, bar coded plastic bags is not specified? Please specify the quantity on per month basis?	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
105	Region-1 & 2	68	Section V: List of Annexure	Annexure-A	CHECKLISTS OF DOCUMENTS TO BE SCANNED & UPLOADED ALONG WITH “TENDER” ON E-PORTAL	Kindly clarify if this Annexure should be on Letter Head of the Bidder	The existing terms and conditions of the Tender Document shall prevail.
106	Region-1 & 2			Annexure-A (07)	Copy of Labour License of the operating CBWTF (if applicable)	Successful Bidder should operate CBWTF in Delhi, at the stage of filing the Tender Bidder who is not operating CBWTF must not be having valid Labour Licence for Delhi. Please clarify it will be applied after allotment by Successful Bidder.	As per the tender document (if applicable).
107	Region-1 & 2	73	Section V: List of Annexure	Annexure-C	MINIMUM ELIGIBILITY DECLARATION	Kindly clarify if this Annexure on Letter Head of the Bidder?	The existing terms and conditions of the Tender Document shall prevail.
108	Region-1 & 2	76	Section V: List of Annexure	Annexure-E	DETAILS OF PROFESSIONALS ON PAYROLL OF BIDDER	Kindly clarify if this Annexure on Letter Head of the Bidder?	Yes, Refer Corrigendum-2.
109	Region-1 & 2	84	Section V: List of Annexure	Annexure-I	POWER OF ATTORNEY FOR SIGNING OF BID	Kindly Clarify ? 1. If this Annexure on Letter Head or on Non Judicial Stamp Paper with Value? 2. Authorized Signatory can be assigned the job of submission of Bid related activities by virtue of Board Resolution as per Companies Act. Still Power of Attorney is required please confirm?	1. Refer Corrigendum-2. 2. The existing terms and conditions of the Tender Document shall prevail.
110	Region-1 & 2	2	Tender Document	S.No. 05	Under The critical date sheet is as under: Response to queries / Pre-bid clarifications : 28.10.2026 by 15:00 Hrs.	Tender submission date is on 04.11.2026 and response to queries is on 28.10.2026, Can it be possible to answer the queries/clarification bit earlier?	Refer Corrigendum-1.

111	Region-1 & 2	91	Section V: List of Annexure	Annexure-M	FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT (To be executed on Non-Judicial Stamp Paper of appropriate value) (To be issued by any Scheduled Commercial Bank)	Please clarify the appropriate Value of Non Judicial Stamp Paper?	Stamp duty shall be paid at the appropriate rate, as applicable under the relevant stamp laws.
112	Region-1 & 2				In consideration of Delhi Pollution Control Committee (DPCC), 3rd Floor, Block-I, DMRC IT Park, Shastri Park, Delhi – 110053 (hereinafter called "the Buyer" / "DPCC"), having agreed to exempt M/s _____ _____, having its registered office at _____ _____ (hereinafter called "the Party"), from depositing the Security Deposit as stipulated in the Tender Document and the Letter of Award / Contract Agreement for "Setting up of a Common Bio-Medical Waste Treatment and Disposal Facility (CBWTF) at Region-_____, Delhi" (hereinafter referred to as "the said Contract"), on production of a Bank Guarantee for.....	Weather Bank Guarantee for Earnest Money Deposit should be on Annexure-M, Please clarify	Refer Corrigendum-2.
113	Region-1 & 2	95	Section V: List of Annexure	Annexure-O	BANK GUARANTEE FORMAT FOR LAND-ASSURANCE GUARANTEE (10% of Approximate Project Cost) (To be executed on Non-Judicial Stamp Paper of Appropriate Value)	Please clarify the appropriate Value of Non Judicial Stamp Paper?	Stamp duty shall be paid at the appropriate rate, as applicable under the relevant stamp laws.
114	Region-1 & 2	Both (Region-1 & Region-2)	General / Scope of Work: Land Procurement		Setting up CBWTF on Build, Own and Operate (BOO) basis. Bidder must arrange suitable land.	Will DPCC provide single-window support or dynamic recommendation letters to the DDA to clear industrial land usage permissions for waste processing? Suggestion: Requesting DPCC to issue statutory support letters to the selected concessionaire to expedite Land Use Changes (CLU) with local authorities.	The existing terms and conditions of the Tender Document shall prevail.
115	Region-1 & 2	Both (Region-1 & Region-2)	Financial: Revenue Indexation & Escalation		Price bid template / BOQ cover structural parameters.	How will the tariff structure (per-bed vs. per-kg rates) adapt to inflation and fuel price surges over the massive 25-year lifespan?	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
116	Region-1 & 2	Both (Region-1 & Region-2)	Scope: District Catchment Areas & Volume Volatility		"DPCC reserves the right to review the allocation of districts to CBWTFs for long-term environmental planning."	Will the designated district catchment profiles for Region-1/Region-2 remain fixed to safeguard capital formatting? If DPCC modifies boundaries mid-concession, what exact structural tariff-compensation framework will protect the operator from a sudden drop in active bed counts? Suggestion: Amend the clause to state: 'The mapped bed capacities at the time of project award serve as a protected economic baseline. Any reduction in catchment zones triggering a >5% drop in volume metrics shall automatically activate a proportional processing tariff adjustment.'	The existing terms and conditions of the Tender Document shall prevail.

117	Region-1 & 2	9	Tender Highlights	12	If the highest-ranked Bidder (H1) fails to comply or fails to commence the work within the stipulated period of 90 days, the EMD shall be forfeited and the offer shall be extended to the next eligible Bidder	Kindly clarify: (a) the event from which the 90-day period shall be reckoned (issuance of LoA or execution of the Agreement); (b) the criteria for determining commencement and successful commencement of work; and (c) how the said period aligns with the milestone schedule under Clause 23 (Pages 57–58)	(a) Issuance of LOA (b) The existing terms and conditions of the Tender Document shall prevail. (C) The existing terms and conditions of the Tender Document shall prevail.
118	Region-1 & 2	10	Tender Highlights	14	A valid lease agreement for a minimum period of Ten (10) years and shall be further extendable	Kindly permit submission of an MoU in lieu of a lease agreement at the bidding stage, as the award of the contract is uncertain and execution of a lease agreement prior to the award may not be feasible.	The existing provisions of the Tender Document shall remain unchanged.
119	Region-1 & 2	11	Tender Highlights	18	The Defect Liability Period shall be two (2) years from commissioning.	The project is on a BOO basis with the Operator owning and operating the assets. Kindly clarify the purpose and applicability of the DLP, to whom the Operator owes defect liability.	The two-year Defect Liability Period shall remain applicable as stipulated in the Tender Document, and the Concessionaire shall rectify defects at its own cost during this
120	Region-1 & 2	13	Invitation of Bid	2	In Delhi, there are currently two authorised Common Bio-Medical Waste Treatment and Disposal Facilities (CBWTFs) responsible for the collection, transportation, treatment, and disposal of bio-medical waste generated across the 13 revenue districts of the NCT of Delhi.	i. Kindly clarify and confirm that the proposed CBWTF will not conflict with the HCF's of existing CBWTFs serving Region-1 and Region-2. ii. Please provide the names, locations, installed capacities and coverage areas of the two existing CBWTFs, along with the list of HCFs in Region-1 currently served by them.	*i) It is clarified that there is no conflict as tender document is for Region 1 and Region 2, only* *ii) Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.*
121	Region-1 & 2	16	Minimum Eligibility Criteria for Tender Document	4 (A)	The Bidder shall be a legally registered entity in India, such as a Company registered under the Companies Act, a Society, Trust, Partnership Firm,LLP, or Proprietorship. In case of a Joint Venture (JV), at least one member of the JV must be an entity incorporated/registered in India under the applicable statute.	As BMW is a very specialized nature of Service, it should be awarded to only companies who have the technical experince and financial strength to set up and operate the facility. Allowing JV partners, Societies, Trust or Partnership firm will defeat the purpose of this tender as any two/three partners will join together to form a Partnership firm or JV and may not be able to provide services properly. Kindly change this clause to allow only companies who are registered under companies Act, 1956 or 2013, technically and financilly and incoporated in India to partcipate in this tender	The existing provisions of the Tender Document shall remain unchanged.
122	Region-1 & 2	17	Invitation of Bid	4 (H)	Failure to procure land within the prescribed period shall result in automatic cancellation of the LoA and the Concession Agreement, forfeiture of the Bid Security	Please share the Concession Agreement for our review.	The Concession Agreement shall be executed with the successful Bidder in accordance with the terms and conditions of the Tender Document.
123	Region-1 & 2	17	Section I - Minimum Eligibility Criteria	4(H)	Failure to procure land within the prescribed period shall result in automatic cancellation of the LoA and the Concession Agreement, forfeiture of the Bid Security, and invocation of an additional 10% Bank Guarantee towards penalty.	Please confirm the status of the one-time bidding amount (already paid within 7 days of LoA) and the Performance Security if the LoA is cancelled for failure to procure land within 60 days. As the 10% BG and EMD are already forfeited as penalty, please confirm that the one-time bidding amount will be refunded and the Performance Security returned.	Refer Tender Clause No. 21 & 22 (F).
124	Region-1 & 2	19	Section II - Scope of Work	1(A) Concession period	...operate the same for a period of twenty-five (25) years from the date of grant of the first Authorization under the BMWM Rules, 2016 and Consent to Operate (CTO)...	Please confirm (a) that the construction period is in addition to the 25-year operating period; (b) the provision for extension of the concession at the end of 25 years (or right of first refusal for the incumbent); (c) that, being a BOO project, land, plant and assets remain the property of the Operator at the end of the concession with no hand-back / transfer obligation and no transfer price; and (d) extension of the concession period for time lost due to Force Majeure or DPCC-caused suspensions.	(a) As per clause No. 1(a) of section -II: Scope of work (b) The existing provisions of the Tender Document shall remain unchanged. (c) The existing terms and conditions of the Tender Document shall prevail. (d) The existing terms and conditions of the Tender Document shall prevail.

125	Region-1 & 2	19	Scope of Work	1 (E)	The selected Operator shall collect, transport, treat, and dispose of bio-medical waste generated from Delhi Government Health Care Facilities (HCFs) free of cost. The Operator shall recover its operational costs through user charges collected from other member Health Care Facilities, excluding Delhi Government HCFs.	(i) Kindly waive of free of cost services to HCF s under Delhi Government to ensure the financial viability of the project. (ii) Kindly define "Delhi Government Health Care Facilities" and clarify whether it includes Delhi Government hospitals, dispensaries, Mohalla Clinics, MCD/NDMC and autonomous/aided institutions, while excluding Central Government, ESIC, Railway and DGEHS-empanelled private facilities. (iii) Further, please clarify whether HCFs established or added during the 25-year contract term will also be covered. (iv) Kindly provide the list, bed strength and BMW generation (kg/day) of Delhi Government HCFs in Region-1, along with their share of the total BMW generation in the region.	(i) The existing provisions of the Tender Document shall remain unchanged. (ii) Yes (iii) Yes, provided the HCF falls within the allotted region. (iv) Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
126	Region-1 & 2	19	Section II -Scope of Work	Clause 1(B), (G)	B. The CBWTF shall be fully established and made operational within twelve (12) months from the date of issue of the Letter of Award (LoA). G. As per the amendment to the EIA Notification, 2006 (MoEF&CC Notification S.O. 1142(E) dated 17.04.2015), a CBWTF falls under Item 7(da) and requires Environmental Clearance (EC) from the State Environment Impact Assessment Authority (SEIAA), or MoEF&CC as applicable.The Selected Bidder shall obtain: a) Environmental Clearance (EC) b) Consent to Establish (CTE) c) Consent to Operate (CTO) d) Authorization under BMWM Rules, 2016	Please amend this clause to state that the facility shall be fully established and made operational within 12 months from the date of Grant of CTE by DPCC after grant of EC.	Refer Corrigendum-2.
127	Region-1 & 2	19	Section II- Scope of Work	Clause 1(E);	E. The selected Operator shall collect, transport, treat, and dispose of bio-medical waste generated from Delhi Government Health Care Facilities (HCFs) free of cost. The Operator shall recover its operational costs through user charges collected from other member Health Care Facilities, excluding Delhi Government HCFs.	a.As the Government of Delhi is neither providing the land nor Captital Grants for the project and as the bidder has to procure his own land and provide one time bidding Amount (H1) to Govt of Delhi, we request DPCC to remove the condition of providing free of cost services to Health Care Facilities (HCF) and allow them to charge the fees from the HCF in Delhi b.Please share the actual number of beds currently under HCF operated by Delhi Government.	(a) The existing provisions of the Tender Document shall remain unchanged. (b) Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
128	Region-1 & 2	19	Scope of Work	1 D	Due to land scarcity in Delhi, the minimum 0.5-acre area may consist of only up to two adjacent (contiguous) plots. Non-contiguous plots or plots in different locations will not be permitted. A separate plot may be allowed solely for vehicle parking, provided it is in close vicinity within the same industrial area	As per the Master Plan of Delhi, no red category industries are allowed to operate within Delhi. In case the bidder identifies a land in an industrial area of Delhi,we request DPCC to confirm that they would facilitate the selected agency to get the required NOC/permissions to operate BMW facility on the same piece of land. Please confirm	*Related certificate/NOC permission will be issued in Accordance to compliances of stipulated norms.*
129	Region-1 & 2	20	Scope of Work	1(K)	The operator shall comply with all current and future guidelines, circulars, and notifications issued by MoEF&CC, CPCB, DPCC, and other regulatory bodies, including guidelines related to emergency situations such as COVID-19 waste management.	i. Kindly incorporate a Change-in-Law clause, whereby any new law, rule, guideline, emission norm or regulatory direction issued after the Proposal Due Date, resulting in additional capital/operating expenditure or reduction in revenue, entitles the Operator to a revision of user charges, extension of the concession period and/or appropriate compensation. ii.Further, kindly clarify that receipt of BMW exceeding the installed treatment capacity during emergencies (e.g., pandemics) shall not attract any liability or penalty, and shall be addressed through a mutually agreed arrangement.	*(i) The prevailing rates would be applicable in the line of the recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi.* *(ii) action only will be considered as per the applicable guidelines / policy.*
130	Region-1 & 2	22	Scope of Work	3(F)	Provide non-chlorinated, colour-coded, bar-coded plastic bags (as per BMWM Rules, 2016) to all HCFs (no cost to Delhi Govt. HCFs) on a monthly basis.HCFs will provide quarterly estimates for bag requirements	Kindly provide the expected quantity and specifications of free bags/containers for such HCFs.	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.

131	Region-1 & 2	23	Plant Equipment and Infrastructure	4 A (a)	The CBWTF shall establish only rotary incinerator. Only approved fuel/ electricity should be used for the operating the incinerator.	DPCC is requested to kindly clarify on what is the appoved fuel /electricity for operating the Incinerator in Delhi	The existing terms and conditions of the Tender Document shall prevail.
132	Region-1 & 2	23	Plant Equipment and Infrastructure	4 (A) h)	Non-burn technology:Non-incineration technologies for disposal of bio-medical waste are adopted in some of the developed countries. Non-incineration technology comprises shredding and disinfection by autoclaving/microwaving or chemical treatment. The treated waste can be disposed of municipal solid waste in sanitary landfills or through waste to energy plants. Such option can also be adopted in places where sanitary landfill or waste to energy plant for disposal of municipal solid waste is available. Such technology is permitted only after prior approval of MoEF&CC and only after obtaining authorization under the BMWM Rules from the respective SPCB/PCC for the purpose of carrying out trial runs for assessment of efficacy of the treatment equipment.	DPCC should explicity clarify the technology and infrastructure (i.e Incinerator or Non burn technology, non incineration) so that all the bidders can quote accordingly. Otherwise bidders may quote for different technologies, which will defeat the purpose of the tender as technology will remain open ended at the time of bidding	The existing terms and conditions of the Tender Document shall prevail.
133	Region-1 & 2	36	Section II- Transportation of BMW waste to CBWTF	Clause 4(b); pages 36	Dedicated collection vehicles are required to be CNG/electric and GPS-enabled.	Kindly clarify the minimum number/capacity of CNG or electric vehicles expected for the region.	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
134	Region-1 & 2	54	Section III - Instruction to Bidders	18(B) Financial Evaluation Criteria; Annexure-2	The Financial Evaluation shall be carried out based on the one-time bidding amount quoted by the Bidder to be paid to the Delhi Pollution Control Committee (DPCC)... The technically qualified Bidder quoting the highest one-time bidding amount shall be designated as H1.	Please clarify the legal nature of the one-time bidding amount (concession fee / upfront premium / licence fee). Please confirm (a) whether DPCC has fixed any reserve / floor price for this amount, and (b) whether it is non-refundable in all cases, or will be refunded pro-rata (for the unexpired concession period) on termination for DPCC default, Force Majeure, change in law, refusal of EC/CTE/CTO for reasons not attributable to the bidder, or re-allocation of districts by DPCC.	*The existing terms and conditions of the Tender Document shall prevail. Refer Tender clause 21, 22.*
135	Region-1 & 2	55	Instructions to Bidders	20(a)	The one-time bidding amount quoted by the Successful Bidder shall be paid in full within 7 (seven) days from the date of issuance of LoA.	Kindly clarify whether the amount (or a proportionate part) will be refunded if the project cannot proceed because EC/CTE/Authorization is refused or unduly delayed for reasons not attributable to the Operator, or if DPCC changes the Region/district allocation.	*Matter shall be treated as per the applicable rules of the Law.*
136	Region-1 & 2	56	Section III - Instruction to Bidders	21. Forfeiture of Bidding Amount	The one-time bidding amount deposited by the Successful Bidder shall be liable for forfeiture under any of the following circumstances: ... D. fails to furnish the Performance Security ... F. fails to comply with the Conditions Precedent ... including land procurement within 60 days.	Forfeiture of the entire one-time bidding amount in addition to EMD, Performance Security and the 10% land BG for procedural defaults (e.g. delay in furnishing Performance Security) is disproportionate. Please limit forfeiture of the one-time bidding amount to wilful abandonment / proven corrupt or fraudulent practice, and provide for a cure period for the other events. Please also share the list of 'Conditions Precedent' referred to, as the Concession Agreement is not part of the tender document.	The existing terms and conditions of the Tender Document shall prevail.
137	Region-1 & 2	56	Instructions to Bidders	21(F)	The Selected Bidder fails to comply with the Conditions Precedent outlined in the Concessionaire Agreement within the prescribed timelines, including land procurement within 60 days wherever applicable.	Please mention what are the condition prcedents that are to be fulfilled by Operator.	The existing terms and conditions of the Tender Document shall prevail. The Concession Agreement shall be executed with the successful Bidder in accordance with
138	Region-1 & 2	56	Instructions to Bidders	22(B)	The Performance Security shall remain valid for the entire concession/contract period, plus an additional 60 (sixty) days beyond completion of the contract.	(a) A single bank guarantee valid for 25+ years is not generally available. Kindly permit a Performance Security (BG) of shorter validity (e.g., 1–3 years), renewed thereafter. (b) Kindly consider stepping down/reducing/releasing the Performance Security after successful commissioning.	(a) Refer Corrigendum-2. (b) The existing provisions of the Tender Document shall remain unchanged.

139	Region-1 & 2	57	23. Key milestones	1	Payment of one-time bidding amount to DPCC and acceptance of LOA / signing of Agreement -7 days	We request DPCC to consider extending this timeline to 30 days so that selected operator can make necessary arrangements to prepare Demand Draft/Online transfer mode considering the dependancy on Banks	The existing provisions of the Tender Document shall remain unchanged.
140	Region-1 & 2	59	25. Payment & Fees	4	₹2 Crore (10% of approximate project cost (₹ 20 Crore excluding land cost and civil works)	As the industrial lands in Delhi are scarce and available at a high cost/lease rent, we request DPCC to kindly consider reducing the Additional Bank Guarantee amount to be submitted by the bidder at the time of bidding to Rs. 50 lakhs	The existing provisions of the Tender Document shall remain unchanged.
141	Region-1 & 2	61	Section IV - GCC	1(E) Rate revision	Rates are revised once every year by the Directorate of Health Services. The applicable rates ... shall be revised based on WPI or CPI considering prevailing market conditions ... and finalized by the State Advisory Committee in consultation with DPCC, medical associations, and CBWTF representatives.	Please specify the exact escalation formula (WPI or CPI, index series, base month, weightage), the effective date of annual revision, and confirm that revision is automatic every year and not subject to discretion / delay. If the State Advisory Committee does not finalize the revision on time, please confirm the formula-based revision will apply automatically. Please also confirm whether user-charge rates are inclusive or exclusive of GST.	*Refer to Section I, Clause 2 (Introduction), Note of the Tender Document.* *The recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.*
142	Region-1 & 2	61	Section 1	A	A.Ā bidder can submit the Tender Document for both Region-1 and Region-2 separately. It is possible that a bidder may be technically qualified for both regions; however, both regions shall not be awarded to the same bidder. The bidder shall clearly mention the preferred region as per Annexure-B, in line with the bid submission for Region-1.	Kindly amend the Clause to award the work for both the regions in case if any bidder qualify for both the regions (Technicaly and Financialy)	The existing terms and conditions of the Tender Document shall prevail.
143	Region-1 & 2	61	1. General Condition:	D.	Operator revenue shall be through user charges from HCFs. The prevailing rates being charged from HCFs by CBWTFs can be taken from website of Directorate General of Health Services Govt. of NCT of Delhi (dgehs.delhi.gov.in).	a.As the data published on the website pertains to 2020 kindly confirm the prevailing rates being charged from HCF as per Delhi Government. b. Kindly provide the NPC district wise BMW gap analysis Report. c.Kindly provide the number of Delhi Govt.HCF, district wise.	(a)The recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding. (b), (c) Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
144	Region-1 & 2	61	General Conditions	1(G)	DPCC shall reserves its right to review/change the allocation of districts to CBWTFs including existing CBWTF at any stage for long term solution for collection, treatment and disposal of Bio-Medical waste irrespective of number of beds covered/catered by CBWTF.	Kindly clarify the following: (a) Please specify the circumstances and criteria for reallocation of districts by DPCC, ensuring that such reallocation does not create conflicts with existing CBWTFs or violate applicable distance criteria. Please also confirm that prior written notice and consultation with the Operator will be provided. (b) Kindly clarify the relief available to the Operator, including revision of user charges, extension of the concession period and/or compensation, if any district is withdrawn or waste quantities materially reduce due to reallocation.	*(a), (b) The BMW Advisory committee will take a call as per their due procedure.*
145	Region-1 & 2	61	1. General Condition:	G	DPCC shall reserves its right to review/change the allocation of districts to CBWTFs including existing CBWTF at any stage for long term solution for collection, treatment and disposal of Bio-Medical waste irrespective of number of beds covered/catered by CBWTF.	We requests DPCC to kindly drop this clause or let the selected operator provide services in the districts mentioned in the RFP as his entire financial assumptions and one time charges to be paid to DPCC are based on it. If the districts are changed post the award of the work to the selected operator, it will impact the financial viablity of the operator	The existing provisions of the Tender Document shall remain unchanged.
146	Region-1 & 2	77	Audited Financial Statements & Turnover Certificate	Annexure - F	Note: Average annual turnover for any 3 years in last 4 financial years must be ≥ ₹5 Crore as per the Minimum Eligibility Criteria.	As there is no colum/space in the Annexure for mentioning the average annual turnover for any 3 years, kindly provide an updated format so that bidders can use the same format to ensure uniformity while bidding	Refer Corrigendum-2.
147	Region-1 & 2	101	Section V - Annexure-2 (Financial Proposal)	Annexure-2, Note	*The rates quoted above shall be excluding taxes.	Please confirm the GST treatment of the one-time bidding amount: whether GST (forward charge or reverse charge) is payable by the Successful Bidder over and above the quoted amount, at what rate, and whether DPCC will issue a GST-compliant tax invoice so that input tax credit can be claimed. Please also confirm that any change in GST rate/treatment after bid submission will be borne by / passed through to DPCC.	Rate quoted by bidder is exclusive of GST.

148	Region-1 & 2		General			Kindly confirm the required denomination of non-judicial stamp paper for Annexures M, O, and G.	On Non-Judicial Stamp Paper of minimum value ₹100.
149	Region-1 & 2		General			Is POA required to be executed in Stamp paper.	Refer Corrigendum-2.
150	Region-1 & 2		General			Kindly provide the concesssion agreement so that bidders can go through the same before bidding	The Concession Agreement shall be executed with the successful Bidder in accordance with the terms and conditions of the Tender Document.
151	Region-1 & 2		General			Kindly confirm whether the Selected Bidder may, before signing the Concession Agreement, incorporate a wholly-owned/majority-owned Special Purpose Vehicle to execute the Concession Agreement	Not Accepted.
152	Region-1 & 2		General			Kindly include a clause that, during the concession period, DPCC shall not authorise any additional CBWTF in Region-1 and that all HCFs in Region-1 shall be tagged to the Operator's CBWTF, so as to ensure project viability.	Not Accepted.
153	Region-1 & 2	90	Section V: List of Annexure	Annexure-L	FORMAT FOR SOLVENCY CERTIFICATE "TO WHOM SO EVER IT MAY CONCERN"	Nationalized or Scheduled Commercial Bank issue Solvency Certificate address to some authority/govt. department. Weather we can get it issued from our banker addressing to DPCC.	To be addressed to DPCC.
154	Region-1 & 2	58-59	Section III: Instruction to Bidders	25 (01)	Earnest Money Deposit (Refundable) in the form of Bank Guarantee valid for 12 months from the Proposal due date: ₹84 lakh (4% of approximate project cost (₹ 21 Crore excluding land) for Region-2 ₹80 lakh (4% of approximate project cost (₹ 20 Crore excluding land) - for Region-1 To be submitted by all bidders. BG issued by Nationalized/Scheduled Commercial Bank in Favor of Member Secretary, Delhi Pollution Control Committee (DPCC), 3rd Floor, Block-I, DMRC IT Park, Shastri Park, Delhi – 110053	No Format of Bank Guarantee for Earnest Money Deposit is disclose in Tender Document. Please provide or clarify the same? Also clarified weather is should in the name of: Member Secretary, Delhi Pollution Control Committee (DPCC), 3rd Floor, Block-I, DMRC IT Park, Shastri Park, Delhi – 110053 Apart from the above please clarify as under: As per MSME Act Earnest Money Deposit in case of Tender is exempted. Weather we can claim exemption in this.?	Refer Corrigendum-2. No Exemption
155	Region-1 & 2			25 (04)	Additional Bank Guarantee (land-assurance guarantee) for bidders without documentary proof of land ownership/lease - ₹2.1 Crore (10% of approximate project cost (₹ 21 Crore excluding land cost and civil works) - Applicable only for bidders submitting MoU / declaration / non-ownership documents. BG shall be valid for 120 days from Proposal Due Date.	Please clarify weather it should be : Member Secretary, Delhi Pollution Control Committee (DPCC), 3rd Floor, Block-I, DMRC IT Park, Shastri Park, Delhi – 110053	Yes, Refer Corrigendum-2.
156	Region-1 & 2	71	Section V: List of Annexure	Annexure-B (Bidder Details)	B. Preference of Region (If the Bidder is submitting Bids for both Regions): a) Preference No. 1- Region ……. b) Preference No. 2- Region ……..……	Since as per theTender Document if any Bidder apply for both the Regions; only one Region as per preference can be allotted to Successful Bidder. So kindly clarify weather we can submit a single EMD of higher value and Bank Guarantee for Land Assurance Guarantee for higher value i.e. for Region - 2 or we submit separate EMD and BG for Land Assurance Guarantee for the both the Regions.	The Bidder shall submit separate EMDs and Land Assurance Bank Guarantees for each Region, in accordance with the provisions of the Tender Document.

157	Region-1 & 2	22	Section II : Scope of Work	03 (F)	3. Key Deliverables: F. Provide non-chlorinated, colour-coded, bar-coded plastic bags (as per BMWM Rules 2016) to all HCFs (no cost to Delhi Govt. HCFs) on a monthly basis.HCFs will provide quarterly estimates for bag requirements.	Quantity of Non-Chlorinated, colour-coded, bar coded plastic bags is not specified? Please specify the quantity on per month basis?	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document. Refer Corrigendum-2.
158	Region-1 & 2	68	Section V: List of Annexure	Annexure-A	CHECKLISTS OF DOCUMENTS TO BE SCANNED & UPLOADED ALONG WITH "TENDER" ON E-PORTAL	Kindly clarify if this Annexure should be on Letter Head of the Bidder	The existing terms and conditions of the Tender Document shall prevail.
159	Region-1 & 2			Annexure-A (07)	Copy of Labour License of the operating CBWTF (if applicable)	Successful Bidder should operate CBWTF in Delhi, at the stage of filing the Tender Bidder who is not operating CBWTF must not be having valid Labour Licence for Delhi. Please clarify it will be applied after allotment by Successful Bidder.	As per the tender document (if applicable).
160	Region-1 & 2	73	Section V: List of Annexure	Annexure-C	MINIMUM ELIGIBILITY DECLARATION	Kindly clarify if this Annexure on Letter Head of the Bidder?	The existing terms and conditions of the Tender Document shall prevail.
161	Region-1 & 2	76	Section V: List of Annexure	Annexure-E	DETAILS OF PROFESSIONALS ON PAYROLL OF BIDDER	Kindly clarify if this Annexure on Letter Head of the Bidder?	Yes, Refer Corrigendum-2.
162	Region-1 & 2	84	Section V: List of Annexure	Annexure-I	POWER OF ATTORNEY FOR SIGNING OF BID	Kindly Clarify ? 1. If this Annexure on Letter Head or on Non Judicial Stamp Paper with Value? 2. Authorized Signatory can be assigned the job of submission of Bid related activities by virtue of Board Resolution as per Companies Act. Still Power of Attorney is required please confirm?	1. Refer Corrigendum-2. 2. The existing terms and conditions of the Tender Document shall prevail.
163	Region-1 & 2	2	Tender Document	S.No. 05	Under The critical date sheet is as under: Response to queries / Pre-bid clarifications : 28.10.2026 by 15:00 Hrs.	Tender submission date is on 04.11.2026 and response to queries is on 28.10.2026, Can it be possible to answer the queries/clarification bit earlier?	Refer Corrigendum-1.
164	Region-1 & 2	91	Section V: List of Annexure	Annexure-M	FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT (To be executed on Non-Judicial Stamp Paper of appropriate value) (To be issued by any Scheduled Commercial Bank)	Please clarify the appropriate Value of Non Judicial Stamp Paper?	Stamp duty shall be paid at the appropriate rate, as applicable under the relevant stamp laws.
165	Region-1 & 2				In consideration of Delhi Pollution Control Committee (DPCC), 3rd Floor, Block-I, DMRC IT Park, Shastri Park, Delhi – 110053 (hereinafter called "the Buyer" / "DPCC"), having agreed to exempt M/s	Weather Bank Guarantee for Earnest Money Deposit should be on Annexure-M, Please clarify	Refer Corrigendum-2.
166	Region-1 & 2	95	Section V: List of Annexure	Annexure-O	BANK GUARANTEE FORMAT FOR LAND-ASSURANCE GUARANTEE (10% of Approximate Project Cost) (To be executed on Non-Judicial Stamp Paper of Appropriate Value)	Please clarify the appropriate Value of Non Judicial Stamp Paper?	Stamp duty shall be paid at the appropriate rate, as applicable under the relevant stamp laws.

167	Region-1 & 2	Both (Region-1 & Region-2)	General / Scope of Work: Land Procurement		Setting up CBWTF on Build, Own and Operate (BOO) basis. Bidder must arrange suitable land.	Will DPCC provide single-window support or dynamic recommendation letters to the DDA to clear industrial land usage permissions for waste processing? Suggestion:	The existing terms and conditions of the Tender Document shall prevail.
168	Region-1 & 2	Both (Region-1 & Region-2)	Financial: Revenue Indexation & Escalation		Price bid template / BOQ cover structural parameters.	How will the tariff structure (per-bed vs. per-kg rates) adapt to inflation and fuel price surges over the massive 25-year lifespan?	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
169	Region-1 & 2	Both (Region-1 & Region-2)	Scope: District Catchment Areas & Volume Volatility		"DPCC reserves the right to review the allocation of districts to CBWTFs for long-term environmental planning."	Will the designated district catchment profiles for Region-1/Region-2 remain fixed to safeguard capital formatting? If DPCC modifies boundaries mid-concession, what exact structural tariff-compensation framework will protect the operator from a sudden drop in active bed counts? Suggestion: Amend the clause to state: 'The mapped bed capacities at the time of project award serve as a protected economic baseline. Any reduction in catchment zones triggering a >5% drop in volume metrics shall automatically activate a proportional processing tariff adjustment.'	The existing terms and conditions of the Tender Document shall prevail.
170	Region-1 & 2	9	Tender Highlights	12	The EMDs of H2 and H3 shall be retained until successful commencement of work and refunded within 30 days thereafter.	It is suggested tha,The EMD of unsuccesful bidders need to be relaesed within 30 days of issuance of work order to the H1 (successful bidder) in place of successful commencement of work.	The existing terms and conditions of the Tender Document shall prevail.
171	Region-1 & 2	17	4	H	A Registered Memorandum of Understanding (MoU) with the landowner; or	If bidder submits a Registered MOU between the Bidder and the Landowner, does the bidder still need to submit additional Bank Guarantee (BG) of 10% of the Project Cost ?	Yes, Please refer clause 14 of Tender Highlights.
172	Region-1 & 2	20	1	L	DPCC shall reserves its right to review/ change the allocation of districts to CBWTFs includin g existing CBWTF at any stage for long term solution for collection, treatmetn and disposal of Bio-medical waste irrespective of number of beds covered/ catered by CBWTF	The proposed project requires substantial upfront capital investment in specialised treatment equipment, including incinerators, autoclaves, air-pollution-control systems and associated infrastructure. Such equipment also requires major maintenance, refurbishment and potential replacement during the concession period. In view of the long concession period and the substantial capital expenditure involved, changes in district allocation may materially affect the quantity of biomedical waste available to the facility, equipment utilisation, operating revenue, debt servicing and recovery of the investment made by the concessionaire. The tender did not mention any financial consequences of such changes. Accordingly, DPCC is requested to fix the regions.	The existing provisions of the Tender Document shall remain unchanged.
173	Region-1 & 2	9	13	-	The successful Bidder shall submit a Performance Security equivalent to 6% of the approximate project cost (₹ 20 Crore excluding land cost and civil works)	The tender clause mentions the estimated project cost as 20.0 Cr and the minimum financial capacity required is only 5.0 cr and that too in JV. As per the general terms of the tender conditions, the biddeJV need to have financial capality need to align with the project cost.	The existing terms and conditions of the Tender Document shall prevail.
174	Region-1 & 2	19	1	E	The selected Operator shall collect, transport, treat, and dispose of bio-medical waste generated from Delhi Government Health Care Facilities (HCFs) free of cost. The Operator shall recover its operational costs through user charges collected from other member Health Care Facilities, excluding Delhi Government HCFs.	1. The HCFs of DHS were provided free of cost services because land was provided by DHS for the establishment of CBWTF in Delhi, Since the land is procured by the bidder itself and also the royalty is required to be submitted to DPCC, Then on what basis free services shall be provided to DHS HCFs. The estimated project cost, that too without land and civil works is too high, will it be economically viable for the bidder to set up the project. 2.Is there any financial assistance provied by DPCC/State Govt/Cenral Govt?	The existing provisions of the Tender Document shall remain unchanged.
175	Region-1 & 2	61	1	D	Operator revenue shall be through user charges from HCFs. The prevailing rates being charged from the HCFs by CBWTFs can be taken from website of Directorate Genration of Health Services, Govt. of NCT of Delhi (dgehs.delhi.gov.in)	What are the Rates of 2026 ? The website is showing rates of Year 2022. Also the exisitng rates are based on DHS contract with the concessionaire and has been fixed more than 2 decades ago. The present investements in infrastructre and technology has increased manifold. therefore DPCC is requested to kindly revise the exsitng rates in consideration of rates appicable in nearby states.	*The recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.*

176	Region-1 & 2	39	E	a)	Incineration Capacity - Region 2 : 500 kg/hr (1working + 1 Standby)	Whether the standby incinerator need to be installted with working incinerator or can it be installed in Phase manner ?	Both incinerators shall be installed as part of the initial facility setup.
177	Region-1 & 2	49	16	F	In the event that the highest-ranked Bidder (H1) fails to comply with the terms of the Tender or does not commence the work the stipulated period of 90 days.	If the H1 bidder does not submit the one time bidding amount within 7 days, will they be blacklisted ? Bidder/JV members to be blacklisted.	The existing terms and conditions of the Tender Document shall prevail.
178	Region-1 & 2	16	4	C	The bidder should have an average turnover of Rs. 05 (Rs. Five Crores) for any three years in last four financial years preceding the last date of submission of Tender. Bidder is require dto submit the audited financial statement along with Charterd (CA) certificate clearly mentioning year wise turnover	Is the Bidder allowed to participate as a standalone audited financial statement or consolidated audited financial statement ?	Standalone audited financial statement.
179	Region-1 & 2	77	Annexure - F	Annexure - F	Profit After Taxes	The net worth should be part of the tender only Profit ? How will the H1 bidder pay royalty ?	Net worth is not specified as a separate eligibility criterion under Annexure-F. The H1 bidder shall pay the one-time bidding amount in accordance with the applicable
180	Region-1 & 2	25, 38, 97, 98	4f), E	Table 2 (2)	Disposal in Designated concrete sharp pit	Designed Concrete Sharp Pit should not be allowed. Stainless Steel and Needles should be sent to Foundry (Authorised) only	The existing terms and conditions of the Tender Document shall prevail.
181	Region-1 & 2	58	23	6	Completion of all Civil Works is mentioned within 10 months	It should be completion of all civil works with 10 months from the date of grant of EC.	Refer Corrigendum-2.
182	Region-1 & 2	17	1	A	The Bidder shall establish a Common Bio-Medical Waste Treatment and Disposal Facility (CBWTF) on a Build, Own and Operate (BOO) basis and operate the same for a period of twenty-five (25) years from the date of grant of the first Authorization under the Bio-Medical Waste Management Rules, 2016 and Consent to Operate (CTO) under the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act, 1974 by DPCC.	The tender has mentioned the period of tender is for 25 years on BOO basis. As the life of plant and machinery enganged in the work of disposal of bio medical waste is around 12-14 years. There is no provision mentioned in the tender documemt about the replacement/ overhouling of the equipements and in which year/period of contract it is to be done.	The existing terms and conditions of the Tender Document shall prevail.
183	Region-1 & 2	16	4	D	In case of a Joint Venture (JV), each member shall submit audited financial statements and a Chartered Accountant's certificate for any three years in last four financial years. The Lead Member of the JV shall be clearly and unambiguously identified. The Lead Member must individually contribute at least 51% of the combined turnover of all JV members in each of the three years in last four financial years.	It is submitted that the shareholding of all the members of JV must be clearly mentioned.	The existing provisions of the Tender Document shall remain unchanged.

S.No.	Region(s)	Page No.	Section / Part of Tender	Clause No.	Text as per Tender Document	Clarification / Query Sought	Reply / Clarification by DPCC
1	Region 1 & Region 2	Not specified	Not specified	–	–	Kindly provide the Complete BMW Gap Analysis Report prepared by the NPC.	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
2	Region 1 & Region 2	Not specified	Not specified	–	–	Kindly provide the last year (2025-2026) BMW Annual Report as the report pertaining to 2021 is only available.	Please visit the DPCC website.
3	Region 1 & Region 2	Not specified	Not specified	–	–	Kindly provide the prevailing rates as the rates mentioned in the DGHS website is of the year 2020 only.	For rates etc. the recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.
4	Region 1 & Region 2	Not specified	Not specified	–	–	In 2025 Delhi Government had increased the districts from 11 to 13 districts. Kindly provide the district wise bed and HCE for all 13 districts separately mentioning the details the Delhi Government HCE & Beds, Central Government HCE & Beds and Private HCE & Beds.	Please refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
5	Region 1 & Region 2	Not specified	Not specified	–	–	As per the current tender, only one Region shall be awarded to the bidder. Please clarify if any of the existing operators in Delhi participate in the current tender for two regions, will they be awarded one more Region.	This tender document is for Region 1& 2 as specified.
6	Region 1 & Region 2	Not specified	Not specified	–	–	Kindly provide the DPCC 2016 order copy relating to providing Free of Services to the Delhi Government HCE's as we understand that providing Free of cost services was subject to Delhi Government providing land to the operator of the BMW facility in Delhi.	Please check the DPCC website, and at the same time you can obtain from the office of the DPCC.
7	Region 1 & Region 2	Not specified	Not specified	–	–	Kindly remove the clause regarding Free of Services to the Delhi Government HCE's as the Bidders are asked to arrange the industrial land, providing royalty and this will make the project unviable or the operators.	The existing provisions of the Tender Document shall remain unchanged.
8	Region 1	49	16. Bid Evaluation	D	Financial Bids shall be evaluated based on the one-time bidding amount quoted by the Bidder to be paid to DPCC.	As per the tender, financial bids shall be evaluated based on the one-time bidding amount payable to DPCC. The Bidder is required to procure land in Delhi, invest approximately Rs. 20 crore in CAPEX, and provide free services and bags to Government hospitals. However, the number of hospitals, estimated waste quantities and annual bag requirements have not been specified. Kindly clarify the financial assumptions used to determine the one-time bidding amount. Whether DPCC has conducted a financial feasibility assessment considering all capital and operational costs? If yes, kindly share the relevant assessment and supporting data to enable bidders to prepare a realistic financial model.	Refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
9	Region 1	22	3. Key Deliverables	F	Provide non-chlorinated, colour-coded, bar-coded plastic bags (as per BMWM Rules, 2016) to all HCFs (no cost to Delhi Govt. HCFs) on a monthly basis. HCFs will provide quarterly estimates for bag requirements.	Kindly specify the list of Government HCFs to be covered and the maximum quantity, colour-wise category, and size of bags required to be supplied to each HCF annually. This information is essential for estimating the annual cost of bags, preparing the financial model and determining the appropriate one-time bidding amount payable to DPCC.	Refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
10	Region 1	49	16. Bid Evaluation	D	Financial Bids shall be evaluated based on the one-time bidding amount quoted by the Bidder to be paid to DPCC.	As per the tender, the Bidder is required to pay a one-time bidding amount to DPCC, in addition to procuring land in Delhi, investing approximately Rs. 20 crore in CAPEX, and providing free services and bags to Government hospitals. Since the number of hospitals, waste quantities and bag requirements are not specified, the project may not generate sufficient revenue to cover these obligations. Kindly clarify whether bidders are permitted to quote a negative one-time bidding amount.	It is on the Liberty of the Bidders.

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11	Region 1	49	16. Bid Evaluation	D	Financial Bids shall be evaluated based on the one-time bidding amount quoted by the Bidder to be paid to DPCC.	The tender requires the Bidder to procure land in Delhi, invest approximately Rs. 20 crore in CAPEX, and provide free services and bags to Government hospitals, without specifying the number of hospitals or estimated quantities. Considering these substantial financial obligations, kindly clarify whether negative bidding is permitted and, if so, how and within what timeframe DPCC will pay the negative bidding amount to the successful Bidder.	It is on the Liberty of the Bidders.
12	Region 1	61	1. General Condition	E	Rates are revised once every year by the Directorate of Health Services	Kindly confirm whether the annual rate revision mechanism has been agreed upon by the Directorate of Health Services (DHS). If DHS does not revise the rates annually, what alternative mechanism will be adopted to ensure periodic rate revision and enable bidders to prepare their financial model and determine the one-time bidding amount payable to DPCC?	For rates etc. the recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.
13	Region 1	61	1. General Condition	E	Rates are revised once every year by the Directorate of Health Services	As per the tender, rates shall be revised annually by the Directorate of Health Services (DHS). Kindly clarify the effective date of annual rate revision, i.e., whether the revised rates shall be applicable from 1st April, 1st January, or any other specified date each year.	For rates etc. the recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.
14	Region 1	61	1. General Condition	E	Rates are revised once every year by the Directorate of Health Services	As per the tender, rates shall be revised annually by the Directorate of Health Services (DHS). Kindly provide the historical data of rate revisions for the last 8-10 years, indicating the effective date of each revision, previous rates, revised rates and percentage of increase, wherever applicable. This information is essential for analysing the historical rate escalation trend, projecting future revenue, preparing a realistic financial model and determining the appropriate one-time bidding amount payable to DPCC.	The rates related documents may be obtained from Directorate of Health Services (DHS), as it is their mandate.
15	Region 2	49	16. Bid Evaluation	D	Financial Bids shall be evaluated based on the one-time bidding amount quoted by the Bidder to be paid to DPCC.	As per the tender, financial bids shall be evaluated based on the one-time bidding amount payable to DPCC. The Bidder is required to procure land in Delhi, invest approximately Rs. 21 crore in CAPEX, and provide free services and bags to Government hospitals. However, the number of hospitals, estimated waste quantities and annual bag requirements have not been specified. Kindly clarify the financial assumptions used to determine the one-time bidding amount. Whether DPCC has conducted a financial feasibility assessment considering all capital and operational costs? If yes, kindly share the relevant assessment and supporting data to enable bidders to prepare a realistic financial model.	Refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
16	Region 2	22	3. Key Deliverables	F	Provide non-chlorinated, colour-coded, bar-coded plastic bags (as per BMWM Rules, 2016) to all HCFs (no cost to Delhi Govt. HCFs) on a monthly basis. HCFs will provide quarterly estimates for bag requirements.	Kindly specify the list of Government HCFs to be covered and the maximum quantity, colour-wise category, and size of bags required to be supplied to each HCF annually. This information is essential for estimating the annual cost of bags, preparing the financial model and determining the appropriate one-time bidding amount payable to DPCC.	Refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
17	Region 2	49	16. Bid Evaluation	D	Financial Bids shall be evaluated based on the one-time bidding amount quoted by the Bidder to be paid to DPCC.	As per the tender, the Bidder is required to pay a one-time bidding amount to DPCC, in addition to procuring land in Delhi, investing approximately Rs. 21 crore in CAPEX, and providing free services and bags to Government hospitals. Since the number of hospitals, waste quantities and bag requirements are not specified, the project may not generate sufficient revenue to cover these obligations. Kindly clarify whether bidders are permitted to quote a negative one-time bidding amount.	It is on the Liberty of the Bidders.
18	Region 2	49	16. Bid Evaluation	D	Financial Bids shall be evaluated based on the one-time bidding amount quoted by the Bidder to be paid to DPCC.	The tender requires the Bidder to procure land in Delhi, invest approximately Rs. 21 crore in CAPEX, and provide free services and bags to Government hospitals, without specifying the number of hospitals or estimated quantities. Considering these substantial financial obligations, kindly clarify whether negative bidding is permitted and, if so, how and within what timeframe DPCC will pay the negative bidding amount to the successful Bidder.	It is on the Liberty of the Bidders.

S.No.	Region(s)	Page No.	Section / Part of Tender	Clause No.	Text as per Tender Document	Clarification / Query Sought	Reply / Clarification by DPCC
19	Region 2	61	1. General Condition	E	Rates are revised once every year by the Directorate of Health Services	Kindly confirm whether the annual rate revision mechanism has been agreed upon by the Directorate of Health Services (DHS). If DHS does not revise the rates annually, what alternative mechanism will be adopted to ensure periodic rate revision and enable bidders to prepare their financial model and determine the one-time bidding amount payable to DPCC?	For rates etc. the recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.
20	Region 2	61	1. General Condition	E	Rates are revised once every year by the Directorate of Health Services	As per the tender, rates shall be revised annually by the Directorate of Health Services (DHS). Kindly clarify the effective date of annual rate revision, i.e., whether the revised rates shall be applicable from 1st April, 1st January, or any other specified date each year.	For rates etc. the recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding.
21	Region 2	61	1. General Condition	E	Rates are revised once every year by the Directorate of Health Services	As per the tender, rates shall be revised annually by the Directorate of Health Services (DHS). Kindly provide the historical data of rate revisions for the last 8-10 years, indicating the effective date of each revision, previous rates, revised rates and percentage of increase, wherever applicable. This information is essential for analysing the historical rate escalation trend, projecting future revenue, preparing a realistic financial model and determining the appropriate one-time bidding amount payable to DPCC.	The rates related documents may be obtained from Directorate of Health Services (DHS), as it is their mandate.
22	Region 1 & Region 2	49	Section III - Instructions to Bidder	16(D) - Bid Evaluation	Financial Bids shall be evaluated based on the one-time bidding amount quoted by the Bidder to be paid to DPCC.	It is a long term project of 25 Years, Receipts are on monthly basis & scattered for a period of over 25 years. But successful Bidder is asked to pay one time bidding amount (H1) within 07 days from the date of issuance of LOA.	The existing terms and conditions of the Tender Document shall prevail.
23	Region 1 & Region 2	56	Section III - Instructions to Bidder	(20A) a - Financial Bid	The one-time bidding amount quoted by the Successful Bidder shall be paid in full within 7 (seven) days from the date of issuance of LoA.	To maintain the viability of project as huge amount is involved we suggest that H1 amount to be collected in installment preferably on Annual basis.	The existing terms and conditions of the Tender Document shall prevail.
24	Region 1 & Region 2	Both (Region 1 & Region 2)	General Queries - Financial: Revenue Indexation & Escalation	–	–	Service Charges are fixed by DPCC it was displayed on site of DPCC but this has since been removed. Moreover Service Charges applicable as on 01.01.2020 was being displayed. To do cost benefit analysis, arrive at financial viability of the Project and to quote One time Bidding Amount we need to know approximate receipts at present and over a period of time. Our Query/Suggestion: A. Please provide Service Charges per Month for Clinic/Labs/Hospitals since 01.01.2020 B. What will be the frequency of Increase in Service Charges - Annually if yes since which date. C. How much increase will be permitted (in absolute terms or percentage) and what will be the criteria of Increase. D. Weather it will be obligatory on Committee to increase the monthly Services Charges or it will be at discretion of DPCC	As per the tender document rates are liable for annual revision, however the recommendation of BMW Advisory Committee, headed by Health secretary, NCT of Delhi, will be binding. The rates related documents may be obtained from Directorate of Health Services (DHS), as it is their mandate.
25	Region 1 & Region 2	Both (Region 1 & Region 2)	General Queries - Distribution of HCFs and bed strength in Region-1 & Region-2, Delhi in 2024	–	–	In both the Tender for Region-1 and Region-2, on Page 14 - No. of Beds Covered, BMW generated in KG per day, Total Number of Bedded HCF/Non Bedded HCF as in 2024 have been mentioned, Please provide the latest and undated position.	Refer to Section I, Clause 2 (Introduction), Note of the Tender Document.
26	Region 1 & Region 2	Not specified	General Queries	–	–	Please provide latest Gap Analysis report done by DPCC that will help Bidder to arrive at Financial Bid Value.	Refer to Section I, Clause 2 (Introduction), Note of the Tender Document.