

ANNEXURE I: Response to Pre-Bid Queries

DELHI STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
N-36, BOMBAY LIFE BUILDING, CONNAUGHT CIRCUS, NEW DELHI - 110001

OFFICE OF THE EE (Env.)

No. DSIIDC/EE(ENV.)/2026-27/09

E-CORRIGENDUM NO.- VI

Date:31.07.2026

Tender Ref. No.:	01/2026-27
Name of Work:	Setting up of E-Waste Facility for Collection, Segregation, Dismantling, Recycling and Disposal of E-Waste on PPP basis at Delhi.
Bid Publish Date:	09-05-2026
Tender ID No.:	2026_DSIDC_291104_1
Corrigendum Name:	Response to Pre-Bid Queries

The following responses and clarifications are hereby issued against the pre-bid queries received from prospective bidders and shall be read in conjunction with the Tender Documents.

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
1	27	2.2.2(A)(a)	Similar Works: Experience of executing and implementing Similar Work(s) (as defined hereinafter) in which at least 10,000 (ten thousand) metric tonne of processed capacity has been achieved in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date. It is clarified that the aforesaid capacity may be demonstrated from 1 (one) or more Similar Works cumulatively; “Similar Work(s)” means work involving collection, processing, storage, dismantling	The definition of Similar Works includes 'metal refining' and 'End of Life Vehicles (ELV) recycling'. Please confirm if a Bidder engaged in precious metal recovery from industrial waste (not specifically consumer electronics) can qualify as Similar Work. Also, can 10,000 MT be cumulated across multiple projects in the same FY?	As mentioned in Cl. 2.2.2(A)(a) of the RFP. Also refer to Corrigendum VII

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			and recycling of E-waste, metal refining, battery waste management, hazardous waste management, plastic waste management or End of Life Vehicles ("ELV") recycling as prescribed under applicable laws (including rules and regulations framed thereunder)		
2	27	2.2.2 (A)b	O&M Capacity: Experience of operating and maintenance at least 1 (one) E-Waste processing facility (for collection, storage, recycling, refurbishing, dismantling and disposal) with minimum 10,000 (ten thousand) metric tonne processed capacity in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date.	Kindly amend the Clause to read as "Experience of operating and maintenance at least 1 (one) E Waste processing facility or Similar Waste (for collection, storage, recycling, refurbishing, dismantling and disposal) with minimum 10,000 (ten thousand) metric tonne of Processing/Installed Capacity mentioned in the Consent to Operate or Authorisation issued from the State Pollution Control Board/Pollution Control Committee in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date.	As mentioned in the RFP. Also refer to Corrigendum VII
3	27	2.2.2(A)(c)	An entity registered as a 'Producer' under E-Waste (Management) Rules, 2022 (including any amendments made thereto) and has achieved annual E-Waste recycling target of more than 50 (fifty) metric tonnes achieved in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date. It is hereby clarified that the entity should be registered as a 'producer' under the E-Waste (Management) Rules, 2022, to meet this criterion; and O&M Capacity for Producer: Experience of operating and maintenance at least 1 (one) E-Waste processing facility (for recycling) with minimum 10,000 (ten thousand) metric tonne processed capacity in any 1 (one) Financial	The Producer route requires 50 MT annual E-Waste recycling target. This threshold appears very low compared to the project scale of 51,000 MTA. Please clarify the intent — should this be read as 50,000 MT? Additionally, under the Producer route, does the entity need to own and operate the recycling facility, or can it fulfil targets through authorized recyclers?	As mentioned in Cl. 2.2.2(A)(c) of the RFP. Under the producer route, entity can fulfil the target through authorized recyclers provided they are in JV arrangement.

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			Year in the past 5 (five) Financial Years preceding the Bid Due Date.		
4	28	2.2.2(B)	Financial Capacity: a. The Bidder shall have: i. Minimum Net Worth (as defined hereinafter) (as per the annual financial statement) of INR 62,50,00,000 (Indian Rupees Sixty-Two Crore and Fifty Lakh) at the close of the preceding Financial Year prior to the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of a Member) or associate whose financial Capacity is being relied upon; and ii. Positive Net Cash Accruals for the Selected Bidder and for all Members of the Consortium, for last 3 (three) Financial Years preceding the Bid Due Date; The financial capacity mentioned above shall be referred to as the "Financial Capacity". The Member of Consortium contributing the Financial Capacity in the Consortium shall be the Financial Member.	Given that Total Project Cost is up to INR 250 Crore, the Net Worth requirement of INR 62.50 Crore appears to represent 25% of TPC. Please confirm: (a) In a Consortium, can Net Worth be pooled/aggregated across all Members? (b) Can Net Worth of Associates be included even if the Associate is not a Consortium Member, subject to their board resolution?	(a) As mentioned in Clause 2.2.3 of the RFP (b) As mentioned in Clause 2.2.2(B) of the RFP Associate as defined in the RFP is a third party related to the Bidder or the Consortium member as per the relationship specified in clause 2.1.18. The Bidder will be required to obtain such Associate's consenting to utilize such relevant experience of such Associate towards fulfilling the RFP conditions. Further, the Bidder shall be required to establish its relationship with such Associate by way of CA certificate as per format laid out.

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5	CA 23	2.1.1 (g)	To collect all types of E-Waste for processing based on the prescribed categories outlined in the E-Waste Rules and its subsequent amendments; the Concessionaire may, also collect, process, and recycle Battery Waste in addition to E-Waste. Such collection, processing and recycling should be undertaken	Please clarify if processing Battery Waste is an optional obligation or a mandatory requirement under the scope of work.	Please refer to Corrigendum VII

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			in compliance with all Applicable Laws and environmental standards; (Refer Schedule 8)		
6	CA 25	3.1.3	The Conditions Precedent of the Concessionaire are required to be satisfied by the Concessionaire within 90 (ninety) days from the signing of this Agreement. The said period may be extended by the Authority by 30 (thirty) days or such further periods at the sole discretion of the Authority such that the total period for fulfilment of the Conditions Precedent by the Concessionaire shall not exceed 180 (one hundred and eighty) days from signing of this Agreement. Any such extension of time period by the Authority shall be subject to the Concessionaire submitting (i) prior written request for an extension at least 15 (fifteen) days prior to expiry of time for completion of the Conditions Precedent; (ii) with specific reasons/ justifications for seeking such extension.	We request that the timeline for fulfilment of the Concessionaire's Conditions Precedent ("CPs") be extended from 90 days to 180 days from the date of execution of the Agreement, so as to align with the timeline provided for the Authority's CPs. This is also considering that comparatively more CP obligations are required to be fulfilled by the Concessionaire.	Please refer to Corrigendum VII
7	CA 25	3.1.3 (d)	procured at its own cost, water connection, power connection and other service connections to the Site;	Please clarify if the Authority will provide utility connection tap points at the designated points in project site.	As mentioned in Cl. 3.1.3 (d) of the concession agreement, conditions precedent of Concessionaire "procured at its own cost, water connection, power connection and other service connections to the Site;"
8	CA 26	3.1.3(h)	prepared and submitted a detailed project report, covering technology proposed, demand assessment, technical feasibility, detailed cost estimates, capital investment plan, project financing details, revenue projections, environment & social impact assessment and detailed financial analysis;	The CA requires submission of a Detailed Project Report (DPR) covering technology, demand assessment, financial analysis etc. within 90 days of signing. Will DSIIDC provide any existing demand study, site characterization report or project data that can aid DPR preparation? Can the DPR be submitted in phases (technical, then financial)?	As mentioned in RFP
9	CA 28	4.1.5	The Concessionaire shall be bound by all the conditions and obligations in relation to the Project Site, as set out in the allotment letter	i. Please share the allotment letter issued by DDA dated: 12th July 2022. ii. As per Recital, Pg (08) Cl 03, it is understood that lease deed already entered between	i. To be shared with the selected bidder upon award. ii. Allotment letter has been issued; lease deed has not been executed yet.

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			issued by the DDA dated 12 July 2022 and further elaborated in the land lease deed to be executed between the Department of Environment, GNCTD, and the DDA.	GNCTD & DDA. Kindly change the current wording in the clause, as it is mentioned " to be executed". iii. Also, please share the lease deed. iv. Since the Concessionaire is bound by a lease deed executed between the GNCTD and DDA, please include an indemnity clause stating that the Authority shall indemnify the Concessionaire against any financial liability, litigation, or title defects arising out of the primary allotment letter or lease deed with the DDA.	iii. Project site related documents to be shared with the selected bidder upon award iv. An indemnity provision is already outlined as Clause 24.1.2 of the Concession Agreement with regard to the obligations of the Authority.
10	CA 29	4.1.6 (g)	transfer the Project Assets and all movable and immovable assets installed by the Concessionaire on the Project Site to the Authority on the Expiry Date in working condition and certified by Project Engineer in accordance with the provisions of this Agreement;	Since, the entire Investment is made by Concessionaire, all movable assets shall be taken back by Concessionaire, only immovable assets, if any shall be left over to Authority. Kindly accept the same.	Please refer to Corrigendum VII
11	CA 30	4.1.6 (w)	Construct E-Waste recycling plant for the Project on the entire Project Site with a processing capacity of 51,000 (fifty-one thousand) MTA or more and obtain CTO from the relevant pollution control board for the given capacity;	The RFP states a minimum processing capacity of 51,000 MTA. Please confirm whether this is the minimum installed/permitted capacity (as per CTO) or the minimum guaranteed throughput. Can the Concessionaire seek CTO for a higher capacity (e.g., 75,000 or 1,00,000 MTA) which would be beneficial for both parties?	Please refer to Corrigendum VII for definition of 51,000MTA. As mentioned in clause 4.1.6 (w) of the RFP, the clause specifies that the plant shall have a capacity of "51,000 MTA or more." Therefore, the Concessionaire may develop and obtain CTO for a higher capacity than 51,000 MTA, subject to compliance with applicable laws and approvals from the relevant pollution control board.
12				The Agreement mandates a minimum processing capacity of 51,000 MTA but does not guarantee any minimum E-Waste supply from the Authority or Government. Please clarify:	i. The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be

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				i. What is the assured/guaranteed minimum annual E-Waste supply that the Authority will facilitate/direct to the Concessionaire? ii. In the absence of minimum supply guarantees, the Concessionaire should not be penalised for failing to meet Capacity Utilisation Milestones.	construed as a guarantee or commitment to any minimum quantity of e-waste supply. ii. As mentioned in the RFP
13	CA 31	4.1(aa)	Citizen Friendly Mobile Application: The Concessionaire shall develop, launch, operate, and maintain a citizen friendly mobile applicable for E-Waste collection in New Delhi, which must: (i) enable citizens to schedule pickups for E-Waste from their location; (ii) display applicable rate cards for different categories of E-Waste; (iii) facilitate payment to citizens upon collection of E-Waste, where applicable; (iv) provide real time tracking of collection requests and status updates; (v) be available on both android and iOS platforms; (vi) comply with Applicable Laws relating to data privacy and cyber security (vii) to be launched within [180] days from COD and maintained throughout the Concession Period.	The Concessionaire must develop, launch and maintain a citizen-facing E-Waste collection mobile app within 180 days of COD for Android and iOS. (a) Will DSIIDC or Delhi Govt provide branding guidelines? (b) Will the Authority integrate this app with existing GNCTD citizen service portals? (c) Who bears app development and ongoing cloud hosting/maintenance costs?	a.Branding guidelines, if applicable, shall be shared time to time by the Authority with the selected bidder at the appropriate stage of project implementation. b.Relevant directions shall be shared time to time by the Authority with the selected bidder at the appropriate stage of project implementation c.As mentioned in clause 4.1.(aa) the costs associated with development, deployment, hosting, operation, and maintenance of the application shall be borne by the Concessionaire.
14	CA 35	4.8.1	The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or	We request clarification on the intent and scope of the clause, as the present wording appears excessively broad and may be interpreted to restrict the Concessionaire and/or its subsidiaries from undertaking any other business activities, whether directly or indirectly, beyond the scope of this Project. The Concessionaire and its group entities are presently engaged, and may continue to	As mentioned in Cl. 4.8.1 the restriction applies to the Concessionaire (i.e., the SPV) and its subsidiaries only. It does not apply to the Selected Bidder. The restriction prohibits the SPV and its subsidiaries from engaging in any business other than as envisaged under the Concession Agreement anywhere, without prior written consent of the Authority. However, this

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			indirectly engaged, concerned or interested in any business other than as envisaged herein.	engage, in development and operation of similar facilities/projects across India. Accordingly, it is requested to clarify that the restriction is intended only in relation to activities at the allotted Project Site and shall not restrict the Concessionaire or its subsidiaries/group entities from carrying out other lawful business activities outside the scope of this Project.	restriction does not prevent the Selected Bidder or Selected Bidder's other group entities from continuing to operate similar or other facilities elsewhere in India.
15	CA 36	4.10.1(b)	The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 120 (one hundred and twenty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay.	The CA mandates Financial Close within 180 days from Agreement date with 120-day extension (with LD at 0.1% PS/day). For a project of this scale, institutional financing timelines can be longer. (a) Is there any provision to agree on an Appointed Date before Financial Close? (b) Can equity funding alone constitute Financial Close if the project is fully equity-funded?	a. As mentioned in the RFP. b. Yes, equity funding can constitute Financial Close if the project is fully Equity- Funded.
16	CA 38	5.1	General Obligations of the Authority	Additional Obligations: Please add the following obligations. i. The Authority shall provide free, unencumbered, and motorable approach road connectivity to the boundary wall of the Site before the Appointed Date. ii. The Authority shall assist the Concessionaire in obtaining all statutory clearances, environment clearances (CTE/CTO), and local municipal NOCs by issuing recommendation letters. iii. The Authority guarantees that no other government-sponsored E-Waste recycling hub or exclusive collection centre shall be authorized within a 50 KM radius during the Concession Period.	i. Yes, the authority shall provide free, unencumbered, motorable approach road connectivity up to the project site boundary limit of the site before the appointed date. ii. As mentioned in Cl. 5.1.2(b) of Concession Agreement, authority shall upon written request from the concessionaire, "provide reasonable support and assistance to the concessionaire in applying for Applicable Permits required from any Government Instrumentality for implementation and operation of the Project." iii. As mentioned in the RFP. iv. As mentioned in the RFP

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				iv. The Authority shall ensure uninterrupted water and electricity infrastructure availability up to the site boundary wall.	
17	CA 46	8.1.2	The Concessionaire shall ensure that the Performance Security remains valid till 1 (one) year after the expiry of the Concession Period.	Considering the long tenure of the Concession Period (30 years) and the substantial value of the Performance Security proposed to be maintained for the entire duration, we request that a suitable step-down / reduction mechanism of BG be incorporated after stabilization of Project operations during the term of Concession period. Accordingly, the Performance Security may be proportionately reduced during the Concession Period based on the residual term of the Concession.	As mentioned in Clause 8.3.1 of the Concession Agreement, Performance Security BG of INR 12.5 Crore must be maintained at its full original amount, without reduction or step-down, throughout the entire duration of the Concession Period and for 1 year thereafter. As mentioned in the RFP.
18	CA 48	Cl. 9.2.4	The Concessionaire accepts the Project Site on an 'as is where is' basis and undertakes to bear all risk arising out of the inadequacy or physical condition of the Project Site and confirms having: (a) inspected the Project Site, all structures thereon and their surroundings and the suitability of the Project Site for undertaking the Project; (b) conducted a joint inspection with the Authority with respect to the actual area of the Project Site; (c) satisfied itself of the Project Site conditions and the nature of the design, work and material necessary for the performance of its obligations under this Agreement; (d) satisfied itself as to the means of communication with, access to and accommodation on the Project Site that it may require or as may otherwise be necessary for the performance of its obligations under this Agreement;	The CA requires the Concessionaire to accept the site 'as is'. Please provide/share: (a) Geotechnical investigation report; (b) Existing utilities/infrastructure on site; (c) Environmental baseline study; (d) Ground elevation survey; (e) Status of existing structures, if any. This will allow bidders to accurately estimate site development costs.	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including treatment scheme, layout and other drawings shall be prepared by the bidder as per their business plan.

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			(e) obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Concessionaire and its rights and obligations under or pursuant to this Agreement including: (i) the nature of the Project Site, including the subsurface, hydrological, climatic and general physical conditions of the Site; (ii) the suitability of the Project Site for undertaking the construction and operation of the Project; (iii) the condition of the utilities available till the battery limits of the Project Sites; (iv) the extent, nature and availability of labour, material, transport, accommodation, storage facilities and other facilities and resources necessary to undertake the Project; (v) the nature of design, Construction Works and O&M services necessary for the performance of its obligations under this Agreement; (vi) Applicable Laws and Applicable Permits required to be obtained and maintained to undertake the Project; and (vii) the risk of injury or damage to adjoining property and to the occupiers of such property or any other risk;		
19	CA 50	Cl. 9.4.1	Subject to the provisions of Clause 9.1, the Project Site shall be made available by the Department of Environment to the Authority further to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such	Please confirm the current status of the land lease deed between Department of Environment, GNCTD and DDA. Has the lease been executed? Are there any outstanding legal challenges, encroachments or third-party claims on the Holambi Kalan site? Can the due diligence report on site title be shared with prospective bidders?	Allotment letter has been issued; lease deed has not been executed yet. As mentioned in Cl. 9.4.1 of Concession Agreement, the project site shall be made available by the Department of Environment, GNCTD to the Authority, further to the Concessionaire free from all encumbrances and occupations.

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			Project Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Project Site shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Project Site.		
20	CA 53	10.1.1	On or after the Appointed Date, the Concessionaire shall undertake development and arrangement of the Project Facilities in accordance with the provisions of this Agreement. 18 (eighteen) months i.e., 545th (five hundred and forty fifth day) from the Appointed Date shall be the scheduled date for completion of construction of the Project Facilities (the "Scheduled Construction Completion Date"). The Concessionaire agrees and undertakes that the Project Facilities shall be developed/ installed/ arranged on or before the Scheduled Construction Completion Date.	We request that suitable extension provisions be incorporated for the Scheduled Construction Completion Date in the event of Force Majeure events, delay in receipt of statutory approvals/clearances, delays attributable to Government Authorities, utilities shifting, change in law, delays related to Authority or any other reasons beyond the reasonable control of the Concessionaire. Accordingly, the Scheduled Construction Completion Date may be extended on a day-to-day basis for the period of such delay, without levy of any penalty or adverse consequence on the Concessionaire.	As mentioned in Cl. 4.10.1 of Financial Close and article 3 of Conditions Precedent in Concession Agreement, an extension, subject to mutual agreement and supported by adequate justification, has been incorporated.
21	CA 53	10.1.3	If the works are not completed by the Scheduled Construction Completion Date, then the Authority shall be entitled to liquidated damages as stipulated hereinbelow ("Delay Liquidated Damages").	We request that the Delay Liquidated Damages be capped at 5% of the performance security.	As mentioned in the RFP

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response						
			<table><tr><th>S. No</th><th>Period of Delay</th><th>Damages</th></tr><tr><td>1</td><td>Beyond Scheduled Construction Completion Date till the extended timeline as per the timeline decided by the Authority</td><td>0.1% (zero-point one percent) of the Performance Security per day of delay</td></tr></table>	S. No	Period of Delay	Damages	1	Beyond Scheduled Construction Completion Date till the extended timeline as per the timeline decided by the Authority	0.1% (zero-point one percent) of the Performance Security per day of delay		
S. No	Period of Delay	Damages									
1	Beyond Scheduled Construction Completion Date till the extended timeline as per the timeline decided by the Authority	0.1% (zero-point one percent) of the Performance Security per day of delay									
22	CA 54	10.1.9	The Concessionaire shall ensure that no part of the Project Facilities (such as machinery/ equipment/ infrastructure) is directly or indirectly procured by the Concessionaire from, or manufactured in, any country (i) on which trade restrictions, prohibitions or sanctions in this regard have been imposed by the GoI, or (ii) which is otherwise prohibited under Applicable Laws.	The CA prohibits procurement of equipment from countries with trade sanctions. Several key E-Waste processing technologies (e.g., PCB shredders, furnaces, refining equipment) are primarily manufactured in China. Please clarify whether there is a pre-approved list of eligible technology/equipment countries, or a waiver process for specific proven technology that is not available elsewhere at comparable quality and cost.	Procurement of equipment from countries with trade sanctions shall be in strict compliance with guidelines issued time to time by the Government of India on this matter.						
23	CA 57	11.4.1	The required facilities of the Project shall be deemed to be complete when the Provisional Certificate or Completion Certificate is issued under the provisions of Article 11, and accordingly the Commercial Operation Date of the Project shall be the date on which such Completion Certificate or Provisional Certificate is issued the “COD”. The Project Facilities shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to operate and maintain the Project Facilities in accordance with the provisions of this Agreement. Notwithstanding anything in this Agreement, the COD shall be achieved within 90 (ninety) days from the Scheduled Construction Completion Date or the extended timeline (if any) (as provided by the Authority), unless such delay is solely attributable to the Authority or Force Majeure Event, the Concessionaire shall pay damages to the Authority in a sum calculated @ 0.1 % (zero	Can a Provisional Certificate be issued for partial capacity operations (e.g., 25,000 MTA) while remaining plant construction is ongoing? Will Operational Payment obligations and capacity milestones be computed on the full 51,000 MTA from the date of Provisional Certificate or only on the commissioned capacity?	No Provisional Certificate shall be issued for partial capacity operations. As mentioned, Cl. 11.3.2 in Concession Agreement permits a Provisional Certificate for part of the Project, it is subject to the condition that outstanding works are of a "minor nature."						
24				Kindly amend the Clause to read "COD shall be the Date on which Delhi Pollution Control Committee grants the Consent to Operate (CTO) and Authorisation (Consider the Date whichever is later) to the Concessionaire.	As mentioned in the RFP						

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			point one percent) of the amount of Performance Security for delay of each day until the COD is achieved. Provided that if COD is delayed beyond 90 (ninety) days after the Scheduled Construction Completion Date or the extended timeline (if any), the Authority shall be entitled to terminate this Agreement and appropriate the Performance Security.		
25	CA 60	12.2.1	In the event that the Concessionaire does not adhere to any of the Key Performance Indicators prescribed in Schedule 6, it shall be deemed to be in breach of this Agreement, and the Authority shall be entitled to recover, Damages provided in Schedule 6.	In many places in the agreement, there is reference to schedules. But the Schedules are not annexed to it. Kindly give the Schedules for our review.	Schedules are uploaded under Corrigendum II. Please refer to these Schedules, as uploaded, in conjunction with the tender documents.
26	CA 65	14.1	14.1 Operational Payment Mechanism The Concessionaire agrees to remit to the Authority for each fiscal year during the Concession Period, a fee for the total amount of E-Waste collected and recycled by it at the Project Site, as outlined in the Bid, namely, [INR [●] (Indian Rupees [●] per metric tonne)]¹ ("Operational Payment"). The Concessionaire's obligation to pay the Operational Payment shall commence following completion of a period of 3 (three) years from the COD allowing it time for capacity stabilization. The payment of Operational Payment shall be applicable as follows: (a) Up to a capacity of 51,000 (fifty-one thousand) metric tonnes: For E- Waste upto 51,000 (fifty-one thousand) metric tonnes per	The Operational Payment commences only 3 years after COD. However, capacity utilisation milestones are imposed from Year 1 itself. Please clarify: (a) Will LD/penalties for non-achievement of Year 1 and Year 2 capacity milestones apply even though Operational Payment has not yet commenced? (b) If so, how will the penalty amount be calculated?	(a) CUM penalties apply in Years 1 and 2 even though no Operational Payment is yet due as non-achievement of CUMs constitutes a breach of the Key Performance Indicators under Clause 12.2.1. (b) Refer to S.No. 6 of Table 2.1 of Schedule 6.
27				We request that suitable relief provisions be incorporated whereby the Operational Payment obligation shall be proportionately reduced / suspended to the extent the Concessionaire is unable to achieve the projected processing quantities due to Force Majeure events, change in law, regulatory restrictions, substantial reduction in generation/availability of E-Waste, market-wide disruptions, or other circumstances beyond the reasonable control of the Concessionaire.	Already provided in article 17 and 23 of the Concession Agreement

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			year, the Concessionaire shall play the full Operational Payment as quoted in the Bid; (b) Beyond a capacity of 51,000 (fifty-one thousand) metric tonnes: For any quantity of E-Waste processed beyond 51,000 (fifty-one thousand) metric tonnes in any fiscal year, the Concessionaire shall pay 50% (fifty percent) of the quoted Operational Payment per metric tonne.	Accordingly, no penalty, default or adverse action should apply in relation to such reduced Operational Payment for the affected period.													
28	CA 65	14.1.1	The Concessionaire shall have the obligation to achieve the following capacity utilization milestones throughout the Concession Period (“Capacity Utilisation Milestones”). In case of non-achievement of Capacity Utilization Milestones, and failure to rectify such shortfall within a period of 90 (ninety) days of receipt annual filings as per Clause 14.1.2 shared by the Concessionaire with the Authority, the Concessionaire shall be liable to pay penalty in accordance with Schedule 6 (Key Performance Indicators) of the Concession Agreement. <table><tr><th>S.No.</th><th>Date of Measurement</th><th>Capacity Utilization Milestones</th></tr><tr><td>1</td><td>1st (first) anniversary of COD</td><td>25% (twenty five percent) of the Optimum Plant Capacity.</td></tr><tr><td>2</td><td>2nd (second) anniversary of COD</td><td>50% (fifty percent) of the Optimum Plant Capacity</td></tr><tr><td>3</td><td>3rd(third) anniversary of COD onwards</td><td>100% (fifty percent) of the Optimum Plant Capacity</td></tr></table>	S.No.	Date of Measurement	Capacity Utilization Milestones	1	1 st (first) anniversary of COD	25% (twenty five percent) of the Optimum Plant Capacity.	2	2 nd (second) anniversary of COD	50% (fifty percent) of the Optimum Plant Capacity	3	3 rd (third) anniversary of COD onwards	100% (fifty percent) of the Optimum Plant Capacity	Year 3 onwards milestone is listed as '100% (fifty percent)' of Optimum Plant Capacity — appears to be a typographical error (should be 100%). Please confirm the correct milestone. Also, what is the 'Optimum Plant Capacity' — is it the installed capacity per CTO (51,000 MTA) or a separately defined figure?	Year 3 onwards milestone is listed as '100% (One Hundred percent)' of Optimum Plant Capacity. Optimum plant capacity is minimum recycling throughput i.e. 51,000 MTA. Please refer to Corrigendum VII for definition.
S.No.	Date of Measurement	Capacity Utilization Milestones															
1	1 st (first) anniversary of COD	25% (twenty five percent) of the Optimum Plant Capacity.															
2	2 nd (second) anniversary of COD	50% (fifty percent) of the Optimum Plant Capacity															
3	3 rd (third) anniversary of COD onwards	100% (fifty percent) of the Optimum Plant Capacity															
29				For E-Waste processed beyond 51,000 MT/year, the Concessionaire pays only 50% of the quoted Operational Payment rate. (a) Is there any minimum guaranteed volume commitment from DSIIDC or the Government of Delhi to ensure feedstock availability? (b) What role will the Authority play in directing institutional/WEEE producers to the Eco Park?	The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be construed as a guarantee or commitment to any minimum quantity of e-waste supply.												
30	CA 75	17.1.4	Notwithstanding anything contained in this Article 17, the Parties expressly agree and acknowledge that any restrictions, suspensions, prohibitions, directions or measures imposed under the Graded Response Action Plan (GRAP) or any other	Delhi is subject to periodic GRAP restrictions (Stage III/IV) which can halt industrial operations for weeks. Given that such restrictions can directly prevent E-Waste processing and transportation, please clarify how the Concessionaire can mitigate against loss of capacity/revenue during GRAP periods,	In the event that construction or operational activities are restricted or suspended due to directions issued under GRAP appropriate relief may be considered for the affected period.												

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			plan, order, direction, notification, circular or guideline issued by the Commission for Air Quality Management in National Capital Region and Adjoining Areas (CAQM), CPCB, the Delhi Pollution Control Committee or any other Government Authority in relation to ambient air quality management, including measures imposed during periods of high or severe air pollution, shall not constitute a Force Majeure Event for the purposes of this Agreement.	which are explicitly excluded from Force Majeure. Will there be any credit to capacity utilisation milestones during GRAP shutdowns?	During the construction phase, Authority shall grant an extension, for a period equal to number of days the construction activity is restricted/suspended. During the operations phase, Authority shall grant appropriate waiver for a period equal to number of days the operations are restricted/suspended calculated as per average per-day recycling throughput (51,000MTA /365 day) Such relief shall be limited to only to GRAP and shall be governed by the applicable provisions of the Concession Agreement and directions of the competent authority.
31				Delhi is subject to frequent and prolonged GRAP restrictions which completely halt E-Waste collection and transportation operations. Excluding GRAP restrictions from Force Majeure is inequitable. We request: i. GRAP restrictions be classified as Indirect Political Events under Article 17. ii. The Concession Period be extended by the number of days during which GRAP restrictions prevent operations. iii. The Concessionaire be exempted from KPI damages and Capacity Utilisation Milestone penalties during GRAP restriction periods.	i. As mentioned in the RFP ii. As mentioned in the RFP iii. In the event that construction or operational activities are restricted or suspended due to directions issued under GRAP appropriate relief may be considered for the affected period. During the construction phase, Authority shall grant an extension, for a period equal to number of days the construction activity is restricted/suspended. During the operations phase, Authority shall grant appropriate waiver for a period equal to number of days the operations are restricted/suspended calculated as per average per-day recycling throughput (51,000MTA /365 day) Such relief shall be limited to only to GRAP and shall be governed by the applicable provisions of the Concession Agreement and directions of the competent authority.

S. N.	Clause No.	Query/ Suggestions	Response
32	General	DSIIDC in consultation with DPCC/Dept of Env, Delhi is requested to clearly specify the minimum basic infrastructure to be provided in the E-Waste Eco Park considering the 51,000 MTA of E - waste along with the capacity of the shed including dimensions of the shed, stacking, distance to be maintained between the sheds etc to ensure uniform specifications for bidders to quote.	As mentioned in the RFP
33		DSIIDC in consultation with DPCC/Dept of Env., Delhi is requested to provide the basis of 51,000 MTA of E-waste generation in Delhi	As mentioned in the RFP
34		To ensure smooth execution of the project, Roles and Responsibilities of each of the stakeholders i.e. DSIIDC, DPCC, CPCB, Dept of Industries, Dehi, Dept of Env. Delhi, Developer etc to be clearly specified.	As mentioned in the RFP
35		Kindly provide the details of activities which will be permitted in the E Waste Eco Park. CPCB guidelines on E-waste permits the following operations in any E-waste Facility: Kindly confirm, if the bidders have to consider the smelting operations in their scope of work: a. recycling operations comprising of dismantling (manual or mechanical), b. shredding, c. ball milling, d. Separation system (magnetic separator, eddy current/electrostatic separators, gravity separators), e. smelting operation, f. pyro/hydro/electrometallurgy operations/electrowinning and g. any other operations employed for producing end products	As mentioned in the RFP and in compliance with CPCB/DPCC guidelines, E-Waste management rules. Annexure 1 (List of Minimum Plants and Machineries in an E-Waste Recycling Facility) of 'Guidelines for Determination of Processing Capacity of E-Waste Recycling facility by SPCBs/PCCs' issued by CPCB and its amendment from time to time.
36		DSIIDC is requested to share the basis of estimated project cost of Rs 250 crores	As per the approved Detailed Project Report (DPR), the estimated project cost of ₹250 crore represents the investment required to set up a state-of-the-art facility with a processing capacity of 51,000 tonnes per annum (TPA) of e-waste. Bidders are required to undertake their own due diligence regarding investment with respect to the technology and machinery proposed, based on their anticipated feedstock stream, while ensuring full compliance with the terms and conditions specified in the tender documents
37		Please provide the minimum set of pollution emission norms for E-waste Eco Park considering the pollution levels of Delhi	Applicable MoEFCC, CPCB, DPCC and other statutory bodies who prescribe environmental

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			standards for e-waste recycling shall be adhered to.
38		DSIIDC has to clearly outline their roles in ensuring that the E-waste generated in Delhi are sent to the proposed E-Waste Eco park only. It should also specify the punitive actions to be imposed on violators	The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be construed as a guarantee or commitment to any minimum quantity of e-waste supply.

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39	CA 65	14.1	The Concessionaire agrees to remit to the Authority for each fiscal year during the Concession Period, a fee for the total amount of E-Waste collected and recycled by it at the Project Site, as outlined in the Bid, namely, [INR [●] (Indian Rupees [●] per metric tonne)] ¹ ("Operational Payment"). The Concessionaire's obligation to pay the Operational Payment shall commence following completion of a period of 3 (three) years from the COD allowing it time for capacity stabilization. The payment of Operational Payment shall be applicable as follows:	The details given in Operational payment mechanism is not much clear. Kindly elaborate provide the details. Also, the 51000 MT caping is too high for the base line. It should be review and do some relaxation considering the Agency investment model.	As mentioned in the RFP
40	CA 65	14.1	(a) Up to a capacity of 51,000 (fifty-one thousand) metric tonnes: For E- Waste upto 51,000 (fifty-one thousand) metric tonnes per year, the Concessionaire shall play the full Operational Payment as quoted in the Bid; (b) Beyond a capacity of 51,000 (fifty-one thousand) metric tonnes: For any quantity of E-Waste processed beyond 51,000 (fifty-one thousand) metric tonnes in any fiscal year, the Concessionaire shall pay 50% (fifty percent) of	DSIIDC / GNCTD has to give assurance for the minimum assured e-waste quantity will be provided or facilitated to Agency. The same shall not be considered for the remittance to client by Concessionaire.	The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be construed as a guarantee or commitment to any minimum quantity of e-waste supply.

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			the quoted Operational Payment per metric tonne.		

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41	Concession Agreement General	Treatment scheme, Layout, and other drawings not available in tender doc. Please provide along with Co-ordinates of site	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including treatment scheme, layout and other drawings shall be prepared by the bidder as per their business plan.
42		Whether EPR certificates and producer revenue will fully belong to the concessionaire	Yes, revenues coming from EPR certificates will belong to the concessionaire.
43		Whether battery recycling, black mass processing and hydrometallurgical processes are permitted at site.	As mentioned in clause. 2.1.1 (g) of the Concession Agreement. Also refer to Corrigendum VII
44		Extent of Authority support for CPCB/DPCC/fire/utility approvals.	As mentioned in Cl. 5.1.2(b) of CA authority shall upon written request from the concessionaire, "provide reasonable support and assistance to the concessionaire in applying for Applicable Permits required from any Government Instrumentality for implementation and operation of the Project."
45		Whether future capacity expansion and technology upgrades are permitted	RFP does not prohibit capacity, expansion, technology upgrades, as long as relevant approvals and permits are secured.
46		We understand that Agency can collect the E-Waste from any other informal sector, city collection centres and factory outlet/collection counters. Also, we request you kindly clarify that agency can collect E-Waste from nearby States. Also please clarify the tie up for E-waste collection from private players and define the policy for the same.	As mentioned in Cl 2.1.1(f) of Concession Agreement, "to setup a comprehensive and efficient collection network (either directly or through its nominated/ contracted transporters) for collection of E-waste from various sources and ensure safe transportation of the same to the E-Waste Eco Park premises/Project Site in accordance with Applicable Laws;"
47		Please provide tentative disposal site location and distance from Site. Also let us know the charges of TSDF site.	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including disposal arrangements, shall be arranged by the bidder as per their business plan.

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48		We understand that the Client will provide us the Water connection and ensure that required water will be available for the proposed works.	As mentioned in Cl. 3.1.3 (d) of the concession agreement, conditions precedent of Concessionaire “procured at its own cost, water connection, power connection and other service connections to the Site;”
49		We understand that the Client will provide us the Power connection and ensure that required water will be available for the proposed works.	As mentioned in Cl. 3.1.3 (d) of the concession agreement, conditions precedent of Concessionaire “procured at its own cost, water connection, power connection and other service connections to the Site;”
50		Please provide technical specifications for the proposed works, viz. Civil, Electromechanical items etc.	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including treatment scheme, layout and other drawings shall be prepared by the bidder as per their business plan.
51		Please provide the Geotech report with borelog details of proposed site.	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including treatment scheme, layout and other drawings shall be prepared by the bidder as per their business plan.
52	Concession Agreement General	The Master Plan for Delhi (MPD) 2021, supported by DPCC positioning, explicitly restricts electronic waste recycling operations within the NCT of Delhi. To prevent future regulatory gridlock, will DSIIDC secure and provide an official gazetted notification or master plan amendment from the competent authority allowing this specific purpose before the project is awarded?	As mentioned in Cl. 5.1.2(b) of Concession Agreement, authority shall upon written request from the Concessionaire, “provide reasonable support and assistance to the Concessionaire in applying for Applicable Permits required from any Government Instrumentality for implementation and operation of the Project.”
53		CPCB’s hazardous waste rules and industrial siting guidelines strictly mandate a minimum 500-meter buffer zone separating waste processing facilities from residential communities, schools, and places of worship. The proposed site at Holambi Kalan sits directly adjacent to a residential settlement. Given that this proximity invites immediate litigation, will DSIIDC provide a legally enforceable clearance overriding this siting restriction?	Not applicable. The proposed E-Waste Eco Park shall be in compliance with E-Waste management rules 2022, and its amendments thereof and in accordance with the applicable statutory provisions, planning regulations and guidelines of CPCB/DPCC relevant for E-Waste.
54		The project framework requires the concessionaire to establish a processing capacity of 51,000 Metric Tonnes Per Annum (MTA). However, while the E-Waste (Management) Rules 2022 and the 2024 CPCB capacity guidelines emphasize machinery throughput, many regional regulatory bodies, till today, also consider the 2016 framework’s strict space-to-tonnage formulas. Under those baseline spatial rules, the allotted land footprint limits capacity to roughly 27,700 MTA. Will DSIIDC resolve this regulatory mismatch and	The latest applicable provisions, amendments, guidelines, notifications, and directions issued by the competent authorities (MoEFCC, DPCC, CPCB) from time to time shall prevail.

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		guarantee that the Consent to Establish (CTE) will be approved for the full 51,000 MTA?	
55	Concession Agreement General	The tender outlines a phased capacity utilization schedule starting at a baseline of 25%. To optimize capital efficiency, please clarify if the bidder is permitted to phase the construction of civil structures and the deployment of processing technologies to align directly with these operational scale-up phases.	As mentioned in the RFP.
56		The financial feasibility of this facility relies heavily on capturing Delhi's institutional e-waste stream. However, current national e-waste rules permit central and state government departments to tender and dispose of their waste to any authorized recycler nationwide. What legal mechanism or administrative policy will the Government of Delhi use to restrict these departments and mandate the channelization of their e-waste exclusively to this project? Can DSIIDC provide official confirmation that such a monopoly framework has been legally authorized?	The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be construed as a guarantee or commitment to any minimum quantity of e-waste supply.
57		The project guidelines mandate a 10-meter-wide green belt along the entire perimeter fencing. The southern boundary of the allotted plot already features a significant, established green buffer zone. Will DSIIDC confirm if this existing green margin can be factored into the project's compliance layout, reducing duplicate land use?	The Concessionaire shall maintain green area in compliance with applicable regulatory requirements and provide a green belt of at least 10 meters in width within the Project Site.
58		Given the high risk of local boundary disputes in the project area, we require explicit assurance from DSIIDC regarding the legal status of the site. Will the authority guarantee, via the concession agreement, the handover of vacant, peaceful, and unencumbered possession of the land, completely free from any third-party claims, historic litigation, or physical encroachments?	As mentioned in Cl. 9.4.1 of the Concession Agreement, the Project Site shall be made available free from all encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Project Site.
59		Since this project is structured as a state-backed PPP serving a critical public utility function, will DSIIDC actively sponsor and facilitate customs duty exemptions for the specialized processing technologies that must be imported?	As mentioned in the RFP.
60		To enhance project viability and offset the high upfront technology costs, is the Government of NCT Delhi evaluating any localized fiscal incentives for the concessionaire, such as State GST (SGST) reimbursements, property tax holidays, or subsidized power tariffs for the plant's operations?	As mentioned in the RFP. However, the Concessionaire is free to avail subsidies/grants/incentives under any relevant schemes of GNCTD/Government of India.
61		Efficient waste management requires seamless integration with existing industrial utilities. Will DSIIDC officially facilitate and guarantee the	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to

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		necessary tie-ups, capacity allocations, and institutional access to the nearby Narela Common Effluent Treatment Plant (CETP) and the Re Sustainability IWM Solutions Limited TSDF, both of which were established under DSIIDC's broader industrial framework?	formulate their business plan. Accordingly, all technical details including disposal arrangements, shall be arranged by the bidder as per their business plan.

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62	8	1.1.3 -1.1.5	1.1.3 DSIIDC has taken up large projects at various levels of inception and execution. These projects range from various domains such as development of industrial parks, housing for urban poor, treatment storage and disposal facility and bus depots etc. In continuation to this, it is envisaged to develop an E-waste Eco-Park at Holambi Kalan, Delhi, for management and processing of E-Waste and DSIIDC has been appointed as the Nodal Agency of Government of National Capital Territory of Delhi in this regard for implementation of the Project.	Kindly clarify whether the Authority proposes any mechanism for facilitating or assuring minimum annual e-waste volumes to the proposed Eco Park, including from Government of Delhi departments, public sector undertakings, urban local bodies or EPR-obligated producers registered under the E-Waste (Management) Rules, 2022. If yes, kindly provide details of the proposed mechanism and any indicative volume commitments. If no, kindly advise whether such a framework is under consideration.	The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be construed as a guarantee or commitment to any minimum quantity of e-waste supply.
63			1.1.5 To achieve its goal, the Authority has resolved to select a private player for developing an E-Waste Eco Park in Holambi Kalan, Delhi having an integrated E-Waste processing facility for management of E-Waste, including the collection, transportation, storage, segregation, dismantling, recycling of E-Waste and disposal of waste generated, through public private partnership (the "PPP") mode on Design, Build, Finance, Operate and Transfer ("DBFOT") basis ("Project"). Hence, DSIIDC has decided to carry out a single stage 2 (two) step, online Bidding Process for selection of the Bidder to whom the Project may be awarded.	Kindly advise whether the Authority has conducted any assessment or study of the annual e-waste generation volumes available within Delhi and the NCR region that could reasonably be expected to be channelled through the proposed Eco Park. If such an assessment exists, kindly provide the relevant data or share the study with prospective Bidders prior to the Bid Due Date.	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including e-waste volume generation shall be assessed by the bidder as per their business plan.

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64	22	2.1.18	In computing the Technical Capacity and Financial Capacity of the Bidder/ Member of the Consortium under Clauses 2.2.2 (A) and 2.2.2 (B), the Technical Capacity and Financial Capacity of their respective Associates should also be eligible hereunder. For purposes of this RFQ cum RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. If after submission of the Bid and before COD, any Associate of the Bidder or any Member, whose credentials have been taken into consideration for determining Technical Capacity or Financial Capacity, ceases or will cease to be an Associate of the Bidder or such Member, then, such Bidder or Member shall seek the prior approval of the Authority for such occurrence. If the Authority is of the view that such occurrence is likely to affect the Technical Capacity or Financial Capacity of the Bidder adversely, then the Authority may disqualify the Bidder from participation in the Bid Process; or, if the Bidder has been declared as the Selected Bidder, withdraw the LOA or treat such occurrence as a Concessionaire event of default in accordance with the Agreement.	Kindly clarify to what extent a Bidder may rely upon the credentials of an Associate for satisfying Technical Capacity and Financial Capacity requirements. Specifically: (a) may a Bidder claim 100% of its Technical Capacity through an Associate without the Associate being a formal Consortium Member or holding any equity in the proposed SPV; (b) is there any cap on the proportion of Technical Capacity that may be demonstrated through Associates; and (c) is direct operational involvement of the Associate in the qualifying facility a condition for relying on its credentials.	(a) Yes. As mentioned in Clause 2.1.18 and Clause 2.2.2(A)(ii) of the RFP, 'the Bidder/Members may rely on the experience of its Associate(s) to demonstrate the Technical Capacity.' (b) The RFP places no express cap on how much Technical Capacity may be drawn from an Associate. (c) As mentioned in the RFP

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			While the Authority will not unreasonably withhold or delay such approval, the decision of the Authority will be final in this regard. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member, shall be provided by the Bidder to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.		
65	24	2.1.7		Kindly confirm the maximum number of members permitted in a Bidding Consortium and whether this includes the Lead Member. Further, kindly clarify whether- a foreign entity may participate as a Consortium Member directly or whether it is required to participate through an Indian subsidiary or joint venture entity.	As mentioned in clause 2.1.15 (a) of the RFP, the number of members in a Consortium shall not exceed 3 (three), including the Lead Member. As per clause 2.1.2, international bidder can bid individually/ or as a member of a Consortium.
66	24	2.2.1	For determining the eligibility of Bidder, the following shall apply: a. The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.	Kindly clarify by what stage the Special Purpose Vehicle is required to be incorporated, whether prior to submission of the Bid, prior to issuance of the Letter of Award, or prior to execution of the Concession Agreement. Further, kindly confirm the minimum paid-up capital required for the SPV at the time of its incorporation.	As mentioned in Clause 1.1.7 read with Clause 2.1.15 of the RFP, the Selected Bidder is required to incorporate the SPV prior to execution of the Concession Agreement. No minimum paid-up capital for the SPV is prescribed under the tender documents.
67	27	2.2.2(A)	Technical Capacity: For demonstrating technical capacity and experience, the Bidder shall, demonstrate the following experience (the "Technical Capacity"): For the purpose of this RFQ cum RFP, "Financial Year" shall mean the period commencing from the 1st (first) day of April and ending on the 31st (thirty first) day of March of	Kindly clarify whether a valid and subsisting authorization from the Central pollution Control Board or the relevant State Pollution Control Board for e-waste collection, dismantling and recycling under the E-Waste (Management) Rules, 2022 is a mandatory pre-qualification requirement. If yes, kindly specify under which clause of the RFQ-cum-RFP this requirement is stipulated. If no, kindly clarify what regulatory	Kindly refer to corrigendum VII

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			the following year. The Member of Consortium contributing the Technical Capacity in the Consortium shall be the Technical Member.	standing in India's e-waste management framework is required of a Bidder or Technical Member.	
68			Similar Works: Experience of executing and implementing Similar Work(s) (as defined hereinafter) in which at least 10,000 (ten thousand) metric tonne of processed capacity has been achieved in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date. It is clarified that the aforesaid capacity may be demonstrated from 1 (one) or more Similar Works cumulatively; "Similar Work(s)" means work involving collection, processing, storage, dismantling and recycling of E-waste, metal refining, battery waste management, hazardous waste management, plastic waste management or End of Life Vehicles ("ELV") recycling as prescribed under applicable laws (including rules and regulations framed thereunder)	Kindly clarify whether the RFQ-cum-RFP prescribes any requirement for Bidders to demonstrate existing in-house infrastructure and operational capability for high-temperature pyrometallurgical processing of Printed Circuit Board concentrate for the recovery of precious and non-ferrous metals. If no such requirement is currently prescribed, kindly advise whether the Authority proposes to introduce such a requirement given that precious metal recovery is a core operational function of the proposed Eco Park.	As mentioned in the RFP.
69				Kindly clarify whether the Technical Capacity and O&M; Capacity requirements under Clause 2.2.2(A) require the Bidder or Technical Member to demonstrate experience across multiple e-waste processing streams including electronic waste dismantling, plastic recovery, lithium-ion battery recycling and lead-acid battery recycling. Or whether experience in any single stream of the defined Similar Works activities would be sufficient to satisfy the Technical Capacity requirement.	Please refer corrigendum VII for definition.
70				Kindly clarify whether the Technical Capacity framework requires the Bidder or Technical Member- to demonstrate experience of having established and commissioned authorized e-waste recycling facilities from greenfield or brownfield stage, in addition to experience of operating such facilities. Specifically, kindly confirm whether a Bidder who has merely acquired or inherited an existing authorized facility without having been responsible for its establishment and commissioning would be	Please refer corrigendum VII for definition.

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				eligible to rely upon such facility for satisfying Technical Capacity requirements.	
71	27	2.2.2(A)(a)	Similar Works: Experience of executing and implementing Similar Work(s) (as defined hereinafter) in which at least 10,000 (ten thousand) metric tonne of processed capacity has been achieved in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date. It is clarified that the aforesaid capacity may be demonstrated from 1 (one) or more Similar Works cumulatively;	The current definition of Similar Works includes metal refining, hazardous waste management, plastic waste management and ELV recycling in addition to e-waste recycling. Kindly clarify whether a Bidder' whose entire claimed Technical Capacity arises from activities other than authorized e-waste recycling, with zero direct e-waste processing experience, would be considered eligible under Clause 2.2.2(A)(a).	As mentioned in the RFP.
72			"Similar Work(s)" means work involving collection, processing, storage, dismantling and recycling of E-waste, metal refining, battery waste management, hazardous waste management, plastic waste management or End of Life Vehicles ("ELV") recycling as prescribed under applicable laws (including rules and regulations framed thereunder)	The minimum processing threshold is prescribed as 10,000 metric tonnes in any one Financial Year in the last five years. Kindly clarify whether this threshold is required to be achieved from a single integrated facility or whether it may be aggregated across multiple smaller facilities or collection points. Further, kindly clarify whether collection volumes alone, without actual processing and recycling activity, are eligible for counting towards this threshold.	Please refer to Corrigendum VII
73	27	2.2.2 (A)b	O&M Capacity: Experience of operating and maintenance at least 1 (one) E-Waste processing facility (for collection, storage, recycling, refurbishing, dismantling and disposal) with minimum 10,000 (ten thousand) metric tonne processed capacity in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date.	Kindly clarify whether the O&M; Capacity requirement under Clause 2.2.2(A)(b) requires the qualifying facility to be currently operational and holding a valid and subsisting Consent to Operate as on the Bid Due Date, or whether experience from a facility that was operational at any point in the last five years but has since ceased operations or whose authorization has lapsed would be accepted as satisfying this criterion.	Please refer to Corrigendum VII
74				Kindly clarify what documentary evidence is required to support the claimed processing capacity under Clause 2.2. 2(A)(a) and O&M; Capacity under Clause 2.2.2(A)(b).	As mentioned in Annexure-IA, IB and 2 (Technical Capacity of the Bidder), Appendix-IA of the RFQ cum RFP for details regarding the documentary evidence

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				Specifically, kindly confirm whether the following documents will be required: layout plans of the operational facility. Consent to Operate certificate, CPCB or SPCB authorized capacity certificate, and details of installed plant and processing machinery. Or whether self-declaration of processed volumes alone will be accepted.	required to substantiate Technical Capacity and O&M Capacity.
75	28	2.2.2(B)	Financial Capacity: a. The Bidder shall have: i. Minimum Net Worth (as defined hereinafter) (as per the annual financial statement) of INR 62,50,00,000 (Indian Rupees Sixty-Two Crore and Fifty Lakh) at the close of the preceding Financial Year prior to the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium,	Kindly clarify whether any minimum average annual turnover criterion is prescribed under the Financial Capacity requirements of Clause 2.2.2(B), in addition to the minimum Net Worth of INR 62,50,00,000 and the requirement for positive Net Cash Accruals. If no annual turnover criterion is prescribed, kindly advise the rationale for its omission and whether the Authority proposes to introduce such a criterion by way of a corrigendum.	As mentioned in the RFP
76			the statutory auditor of a Member) or associate whose financial Capacity is being relied upon; and ii. Positive Net Cash Accruals for the Selected Bidder and for all Members of the Consortium, for last 3 (three) Financial Years preceding the Bid Due Date; The financial capacity mentioned above shall be referred to as the "Financial Capacity". The Member of Consortium contributing the Financial Capacity in the Consortium shall be the Financial Member.	Kindly clarify as of which date the minimum Net Worth of INR 62,50,00,000 is required to be demonstrated, and whether Net Worth will be assessed based on the most recently audited annual financial statements or on the basis of a certificate from a Chartered Accountant as on a date closer to the Bid Due Date. Further, kindly clarify whether revaluation reserves may be included in the computation of Net Worth.	As per Clause 2.2.2(B)(i) of the RFP, the minimum Net Worth of INR 62,50,00,000 is required to be demonstrated as at the close of the preceding Financial Year prior to the Bid Due Date. Given that the Bid Due Date is 21 August 2026, the reference date will be 31 March 2026.
77	12	1.2.6(A)	A. Financial Bid shall be invited under this RFQ cum RFP on the basis of the fee per tonne of E-Waste collected and recycled by the Concessionaire in the E- Waste Eco Park ("Operational Payment"). Bidders may quote a	Kindly confirm that the Project will be awarded solely on the basis of the highest Operational Payment per tonne of e-waste collected and recycled, with no weightage assigned to technical capability, operational experience or	As mentioned in clause 2.15 of the RFP, the Project will be awarded to the qualified Bidder quoting the highest Operational Payment.

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78			positive value of the Operational Payment which shall be paid in accordance with the terms of the Concession Agreement. Brief terms of Operational Payment are captured below: a. The Concession Period is pre-determined, as indicated in the Concession Agreement. The Operational Payment shall constitute the sole criteria for selection of the Bidder whose Technical Bids are responsive, accepted, and shortlisted. Subject to Clause 2.15, the Project will be awarded to the Bidder quoting the highest Operational Payment. In this RFQ cum RFP, the term "Preferred Bidder" shall mean the Bidder eligible to be awarded the Project.	environmental compliance track record. If this is confirmed, kindly advise whether the Authority has considered the risk of financially unsustainable bids and whether any mechanism exists to evaluate the financial sustainability of bids received. Kindly advise whether the Authority can provide an indicative range or benchmark for the Operational Payment per tonne of e-waste, based on projected annual volumes, comparable facility economics or any feasibility study commissioned by the Authority. If a feasibility study has been conducted, kindly advise whether it can be shared with prospective Bidders prior to the Bid Due Date.	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including e-waste volume generation shall be assessed by the bidder as per their business plan.
79	31	2.5.1	Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, demand, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.	Kindly provide details of the power infrastructure available at the Holambi Kalan project site, including the available connected load from the grid, reliability of power supply, and whether the Authority proposes to provide any power infrastructure support or whether the Concessionaire will be required to arrange independent power supply. Kindly also advise whether the site has existing power-connection or whether a new connection will need to be applied for.	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including utility connections shall be assessed by the bidder as per their business plan. Further, as mentioned in clause 3.1.3 (d) of the RFP, which gives condition precedents for the concessionaire, that mentions, "procured at its own cost, water connection, power connection and other service connections to the Site;"
80			It will be assumed that Bidders will have accounted for all relevant factors, including technical data, market studies, actual condition of the project site, and connectivity requirements, while submitting their Bids. Bidders will be deemed to have full knowledge	Kindly clarify the approved disposal pathway for non-recyclable hazardous residues and rejects generated during e-waste processing at the proposed facility. Kindly advise whether a Common Treatment, Storage and Disposal Facility is accessible to the proposed Eco Park, the approximate distance, and whether any	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including disposal arrangements shall be arranged by the bidder as per their business plan.

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
81			of the Project, including the scope of services to be provided by the Concessionaire under the Agreement, irrespective of whether they have carried out such studies or not.	arrangement or agreement with such facility is proposed to be provided by the Authority. Kindly provide details of water availability at the project site including the source, available quantity and quality of water. Further, kindly advise the proposed pathway for disposal of process effluents and wastewater generated by the facility, including whether connection to the municipal drainage system is available or whether the Concessionaire will be required to establish an independent effluent treatment and disposal system.	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including utility connections shall be assessed by the bidder as per their business plan. Further, as mentioned in clause 3.1.3 (d) of the RFP, which gives condition precedents for the concessionaire, that mentions," procured at its own cost, water connection, power connection and other service connections to the Site;"
82				Kindly confirm the current status of the proposed project site at Holambi Kalan including: (a) whether the site is free from all encumbrances, encroachments and third-party claims; (b) whether any existing structures or infrastructure are present on the site: (c) whether any environmental or contamination assessment of the site has been conducted and if so, whether the report can be shared with Bidders; and (d) the timeline for handing over vacant possession of the site to the selected Concessionaire.	a. As mentioned in Cl. 9.4.1 of the Concession Agreement, the Project Site shall be made available free from all encumbrances and occupations. b. No existing structure is present on the site. c. It is expected that bidders shall undertake all due diligence and background studies at their own cost as required and make informed decisions to formulate their business plan. d. The project site will be handed over to the selected bidder before Appointed Date.
83	40	2.15.1	Notwithstanding anything contained in this RFQ cum RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons, therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all	Kindly clarify the mechanism, criteria and threshold by which the Authority proposes to exercise its discretion under Clause 2.15,1 to reject bids considered unreasonable, impractical and unviable. Specifically, kindly advise: (a) whether any quantitative threshold exists for identifying abnormally aggressive bids; (b) what process will be followed before such a bid is rejected: and (c) whether the Bidder will be given an opportunity to	As mentioned in the RFP.

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			eligible Bidders to submit fresh Bids hereunder.	demonstrate financial sustainability before rejection.	
84	42	2.19	Bid Security	Kindly confirm the acceptable forms of Bid Security, specifically whether a Bank Guarantee from a scheduled commercial bank would be acceptable in lieu of a demand draft. Further, kindly confirm the required validity period of the Bid Security and whether it is required to be extended in the event of any extension of the Bid Due Date.	Yes, as mentioned in Clause 2.19.1, the Bidder is required to furnish Bid Security in the form of a Fixed Deposit or a Bank Guarantee issued by a Scheduled Bank in India having the prescribed net worth, in favour of the Authority and in the specified format. As mentioned in Clause 2.19.1 of the RFP specifies that the Bid Security shall have a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
85	43	2.19.6	The entire Bid Security shall be forfeited and appropriated by the Authority as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise under the following conditions:	Kindly clarify what consequences are prescribed under the Concession Agreement for withdrawal or default by the Selected Bidder after issuance of the Letter of Award, beyond the forfeiture of the INR 5,00,00,000 Bid Security provided under Clause 2.19.6(d). Specifically, kindly advise whether any additional damages, blacklisting provisions or escalating penalty framework is contemplated for default at successive stages of the post-award process.	As mentioned in Cl. 3.8.5 and 2.19.6 of the RFP set out when Bid Security shall be forfeited post issuance of LOA. Further, refer to clause 4.2, 2.2.1(g) for provisions on blacklisting/ debarment for integrity violations (corrupt, fraudulent, coercive, undesirable or restrictive practices).
86	96	APPENDIX-VIII		Appendix V'III provides the format for the Performance Security Bank Guarantee but the quantum of the Performance Security is not specified anywhere in the main bid document. Kindly confirm the exact amount of Performance Security required, expressed either as a fixed sum or as a percentage of the estimated project cost.	As mentioned in Article 8 of the Concession Agreement, (Clause 8.1-8.4)

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
				Kindly also confirm the period for which the Performance Security is required to be maintained and the conditions under which it may be reduced or released.	

S. N.	Clause No.	Query/ Suggestions	Response
87	Concession Agreement General	Kindly confirm whether the draft Concession Agreement forming Volume II of the Bidding Documents is available for review by prospective Bidders prior to the Bid Due Date, and if so, through what mechanism it may be accessed. Kindly also confirm whether any comments or proposed amendments to the draft Concession Agreement may be submitted by Bidders along with their Bids	Schedules are uploaded under Corrigendum II. Please refer to these Schedules, as uploaded, in conjunction with the tender documents.
88		Kindly confirm whether the Concession Agreement contains a Change-in-Law mechanism providing relief to the Concessionaire in the event of material changes in the E-Waste (Management) Rules, Battery' Waste Management Rules, EPR frameworks, environmental standards or taxation that impose significant incremental compliance costs or materially affect project economics during the 30-year concession period. If yes, kindly provide the relevant clause reference. If no, kindly advise whether such a provision is proposed to be incorporated.	As mentioned in Article 23 (Clauses 23.1–23.4) of the Concession Agreement
89		Kindly clarify whether the Concession Agreement contains provisions for suspension of the Concessionaire's obligations and extension of the Concession Period in the event of delays in obtaining pollution control clearances or other regulatory approvals that are attributable to the Authority or relevant regulatory bodies and not caused by any act or omission of the Concessionaire.	As mentioned in the RFP.
90		Kindly clarify whether the Concession Agreement provides for a moratorium or grace period between the receipt of Consent to Operate and the formal commencement of the Concession Period, to allow the Concessionaire adequate time for final construction, equipment installation, commissioning, trial runs and operational mobilization. If yes, kindly provide details of the duration and terms of such moratorium period. If no such moratorium is currently provided, kindly advise whether the Authority would consider incorporating one.	As mentioned in clause 2.2.1 of the RFP, the concession period commences from the Appointed Date which precedes the CTO. As mentioned in clause 11.4.1, a 90-day window between the Scheduled Construction Completion Date and COD is available for commissioning and trial runs.
91		Kindly clarify what obligations the Authority proposes to undertake in the Concession Agreement in respect of facilitating the grant of the following approvals:	As mentioned in Cl. 5.1.2(b) of CA authority shall upon written request from the concessionaire, "provide reasonable support and assistance to the concessionaire in applying for Applicable

S. N.	Clause No.	Query/ Suggestions	Response
		(a) Environmental Clearance from MoEFCC; (b) Consent to Establish from Delhi Pollution Control Committee; (c) Consent to Operate from Delhi Pollution Control Committee; and (d) Hazardous Waste Authorization under HWM Rules 2016. Kindly also advise the indicative timelines within which these approvals are expected to be obtained and whether any deemed approval or extension mechanism is proposed in the event of delay.	Permits required from any Government Instrumentality for implementation and operation of the Project.” Obtaining all relevant approvals are Concessionaire’s obligations as mentioned in CA.
92		Kindly clarify from which date the 30-year Concession Period will formally commence. Specifically, kindly confirm whether the Concession Period commences from: (a) the date of signing of the Concession Agreement; (b) the date of receipt of the Consent to Establish from the Delhi Pollution Control Committee; (c) the date of receipt of the Consent to Operate from the Delhi Pollution Control Committee; or (d) such other date as may be prescribed in the Concession Agreement.	As mentioned in clause 2.2.1 of the CA, the Concession Period commences from the Appointed Date.
93		Is the Dehi Government considering any rebate on SGST for the concessionaire? This could be a part of a potential opex subsidy.	As mentioned in the RFP. However, the Concessionaire is free to avail subsidies/grants/incentives under any relevant schemes of GNCTD/Government of India.
94		Will it be possible for the concessionaire to appoint other entities for O&M of individual operations/verticals within the eco park?	As mentioned in Cl. 12.1.10 of CA

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
95	28	2.2.2(B)	Financial Capacity: a. The Bidder shall have: i. Minimum Net Worth (as defined hereinafter) (as per the annual financial statement) of INR 62,50,00,000 (Indian Rupees Sixty-Two Crore and Fifty Lakh) at the close of the preceding Financial Year prior to the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium,	We request you to please replace the above Net Worth criteria with Minimum Average Annual Turnover (as per the annual audited financial statements) of INR 20,00,00,000 (Indian Rupees Twenty Crore only) in the last 3 Financial Years.	As mentioned in the RFP.

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			the statutory auditor of a Member) or associate whose financial Capacity is being relied upon; and ii. Positive Net Cash Accruals for the Selected Bidder and for all Members of the Consortium, for last 3 (three) Financial Years preceding the Bid Due Date; The financial capacity mentioned above shall be referred to as the "Financial Capacity". The Member of Consortium contributing the Financial Capacity in the Consortium shall be the Financial Member.		
96	27	2.2.2 A (a)	Experience of executing/implementing 'Similar Work(s)' wherein at least 10,000 MT of processed capacity has been achieved in any 1 Financial Year in the past 5 Financial Years preceding the Bid Due Date. The aforesaid capacity may be demonstrated from one or more Similar Works cumulatively.	Amended Criteria: Experience of executing/implementing 'Similar Work(s)' wherein at least 8,000 MT of processed capacity has been achieved in any 1 Financial Year in the past 5 Financial Years preceding the Bid Due Date. The aforesaid capacity may be demonstrated from one or more Similar Works cumulatively.	As mentioned in the RFP. Also refer to Corrigendum VII
97	12	1.2.6 A (a)	The Concession Period is pre-determined, as indicated in the Concession Agreement. The Operational Payment shall constitute the sole criteria for selection of the Bidder whose Technical Bids are responsive, accepted, and shortlisted. Subject to Clause 2.15, the Project will be awarded to the Bidder quoting the highest Operational Payment. In this RFQ cum RFP, the term "Preferred Bidder" shall mean the Bidder eligible to be awarded the Project.	We request you to consider QCBS methodology 70:30	As mentioned in the RFP.

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
98	28	2.2.2(B)	a. The Bidder shall have: i. Minimum Net Worth (as defined hereinafter) (as per the annual financial statement) of INR 62,50,00,000 (Indian Rupees Sixty-Two Crore and Fifty Lakh) at the close of the preceding Financial Year prior to the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of a Member) or associate whose financial Capacity is being relied upon; and ii. Positive Net Cash Accruals for the Selected Bidder and for all Members of the Consortium, for last 3 (three) Financial Years preceding the Bid Due Date; The financial capacity mentioned above shall be referred to as the "Financial Capacity". The Member of Consortium contributing the Financial Capacity in the Consortium shall be the Financial Member.	We respectfully suggest that the Authority consider replacing the above Net Worth criterion with an Average Annual Turnover criterion, with the following revised text: Minimum Average Annual Turnover (as per the annual audited financial statements) of INR 23,00,00,000 (Indian Rupees Twenty-Three Crore only) in the last 3 (three) audited Financial Years preceding the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium, the statutory auditor of a Member, demonstrated cumulatively) or Associate whose financial capacity is being relied upon.	As mentioned in the RFP.
99	12	1.2.6 A (a)	The Concession Period is pre-determined, as indicated in the Concession Agreement. The Operational Payment shall constitute the sole criteria for selection of the Bidder whose Technical Bids are responsive, accepted, and shortlisted. Subject to Clause 2.15, the Project will be awarded to the Bidder quoting the highest Operational Payment.	We respectfully suggest that the Authority consider replacing the existing single-criterion (highest Operational Payment) selection methodology with a Quality-and-Cost-Based Selection (QCBS) methodology with a 70:30 Technical-to-Financial weighting.	As mentioned in the RFP.
100	27	2.2.2 (A) (a)	a. Similar Works: Experience of executing and implementing Similar Work(s) (as defined hereinafter) in which at least 10,000 (ten	We note that Clause 2.2.2 (A) already requires every Bidder to demonstrate operation and maintenance of at least one E-Waste	As mentioned in the RFP. Also refer to Corrigendum VII

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			thousand) metric tonne of processed capacity has been achieved in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date. It is clarified that the aforesaid capacity may be demonstrated from 1 (one) or more Similar Works cumulatively; “Similar Work(s)” means work involving collection, processing, storage, dismantling and recycling of E-waste, metal refining, battery waste management, hazardous waste management, plastic waste management or End of Life Vehicles (“ELV”) recycling as prescribed under applicable laws (including rules and regulations framed thereunder)	processing facility of minimum 10,000 MT capacity – whether under limb (b) (the Similar Works + O&M route) or limb (c) (the Producer route). We respectfully request, however, that the “Similar Work(s)” definition under Clause 2.2.2 (A) (a) – which presently also admits metal refining, battery waste management, hazardous waste management, plastic waste management and End-of-Life Vehicles (ELV) recycling – be narrowed so that the qualifying processing-scale experience under limb (a) is restricted to E-Waste management only (i.e. collection, processing, storage, dismantling and recycling of E-Waste). This ensures that the entirety of a Bidder’s qualifying experience is demonstrably in the E-Waste sector and is internally consistent with the E-Waste-specific O&M requirement under limb (b) and the Producer route under limb (c).	
101	33	2.8.1	Clause 2.8.1: “... The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. ...” Read with the Schedule of e-Procurement Activities (Clause 1.3): Responses to Pre-Bid Meeting – 13-06-2026; Bid Due Date – 04-07-2026 (a gap of only 21 days).	We respectfully request that the bid due date is extended by minimum 1 month after issue of responses / clarifications to the pre-bid queries.	Please refer to Corrigendum V for revised Bid Due Date.
102	46	8.1.1	"8.1.1 The Concessionaire has for due and punctual performance of its obligations during the Concession Period hereunder relating to the Project, delivered to the Authority, an irrevocable and unconditional bank guarantee from a nationalized / scheduled bank, in the form set forth in Schedule 4, for a sum of INR	We respectfully request that the Performance Security under Clause 8.1.1 be reduced from INR 12,50,00,000 (Indian Rupees Twelve Crore Fifty Lakh) to INR 5,00,00,000 (Indian Rupees Five Crore), with corresponding amendments to Recital 5 and Schedule 4.	As mentioned in the RFP.

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			12,50,00,000 (Indian Rupees Twelve Crore Fifty Lakhs)..." Read with: "8.1.2 The Concessionaire shall ensure that the Performance Security remains valid till 1 (one) year after the expiry of the Concession Period." and "8.3.1 The Performance Security ... shall remain in force and effect for 1 (one) year after the expiry of the Concession Period..."		

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
103	27	2.2.2(A) a.	Similar Works: Experience of executing and implementing Similar Work(s) (as defined hereinafter) in which at least 10,000 (ten thousand) metric tonne of processed capacity has been achieved in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date. It is clarified that the aforesaid capacity may be demonstrated from 1 (one) or more Similar Works cumulatively; "Similar Work(s)" means work involving collection, processing, storage, dismantling and recycling of E-waste, metal refining, battery waste management, hazardous waste management, plastic waste management or End of Life Vehicles ("ELV") recycling as prescribed under applicable laws (including rules and regulations framed thereunder) AND	We respectfully request the Authority to amend the eligibility criteria pertaining to "Similar Works" to allow participation of bidders possessing experience in other specialized waste management sectors, particularly Hazardous Waste Management. Hazardous waste management is highly regulated and environmentally sensitive waste streams. Such activities require stringent compliance with environmental regulations, specialized infrastructure, technical expertise, safety protocols, and operational capabilities that are comparable to, and in many aspects more complex than, those required for e-waste management. Therefore, entities with demonstrated experience in hazardous waste management possess relevant technical and operational competencies that are directly applicable to the successful execution of the proposed project.	As mentioned in the CL. 2.2.2 (A) of the RFP As mentioned in Cl. 2.2.2 (A) b, of the RFP Also refer to Corrigendum VII

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			O&M Capacity: Experience of operating and maintenance at least 1 (one) E-Waste processing facility (for collection, storage, recycling, refurbishing, dismantling and disposal) with minimum 10,000 (ten thousand) metric tonne processed capacity in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date.	Accordingly, it is requested that the eligibility criteria be amended as follows: Request to amend the clause and allow other bidders having past experience in other type of waste management like Hazardous waste, as this type of waste are more critical to handle and need special treatment and management requires. Hence request to amend the clause as follows. Similar Works: Experience of executing and implementing Similar Work(s) (as defined hereinafter) in which at least 10,000 (ten thousand) metric tonne of processed capacity has been achieved in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date. It is clarified that the aforesaid capacity may be demonstrated from 1 (one) or more Similar Works cumulatively; “Similar Work(s)” means work - involving collection, processing, storage, dismantling and recycling of E-waste or - metal refining, or - battery waste management, or - hazardous waste management, or - plastic waste management or - End of Life Vehicles (“ELV”) recycling as prescribed under applicable	
104			Due Date	Request to extend the due date by minimum 21 days after clarification of all queries.	Please refer to Corrigendum V for revised Bid Due Date.

S. N.	Clause No.	Query/ Suggestions	Response
105	General Queries	DPCC is not issuing CTO and Authorization as on date. It will be difficult to work on the “Eco Park” until and unless CTO and Authorization are issued by the DPCC. In this connection, it shall be the responsibility of DSIIDC to enable the recyclers for all compliances with respect to “Eco Park”. To participate in the Eco Park project how will it be made sure that the necessary clearances including CTO from DPCC, fire NOC, effluent treatment clearance etc. will be obtained suitably, preferably in a single window system.	As mentioned in the RFP.
106		It has been noted that the project is under scrutiny of NGT including among other things the status of land use demarcated for the project. What is the status of this case and its impact on the bid process. What are the options available in case of an adverse decision by NGT.	If any directions, orders, or restrictions are imposed by NGT, courts, or other competent authorities that affect project implementation, the Authority shall consider appropriate waiver/extension in accordance with the provisions of Concession Agreement and applicable directives from the competent authorities.
107		As an industry that runs on thin margins and constrained working capital conditions we want more clarity on the financial incentives of the project. We agree that free of cost provision of land is a welcome step forward but comparing to other neighbouring state policies like Haryana E-waste recycling policy this project doesn't provide CAPEX and OPEX linked benefits. Since, very attractive policy by the Haryana State for E-waste recyclers is available and, without that such similar incentives, the viability of “Eco Park” will be adversely affected. Therefore, the same policy be considered to attract responsible recycling for “Eco Park”. We are attaching a copy of the policy for your kind perusal.	As mentioned in the RFP. However, the Concessionaire is free to avail subsidies/grants/incentives under any relevant schemes of GNCTD/Government of India.
108		The proposal to set up an SPV for the project requires more clarity regarding the SPV structure, equity distribution and future dilution possibilities.	As mentioned in the RFP.
109		Collection of E-waste is very important for the success of Eco-Park”. As you are kindly aware, in Delhi 70% of the collection is carried out and procured by the informal sectors. We need your support in this regard.	The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be construed as a guarantee or commitment to any minimum quantity of e-waste supply.
110		We welcome the provision of free land for the project. This step could be augmented with introduction of CAPEX and OPEX support in line with other neighbouring state policies.	As mentioned in the RFP.
111		SPV Structure be simplified as much as possible for easier execution later.	As mentioned in the RFP.

S. N.	Clause No.	Query/ Suggestions	Response
112		Bid Security be decreased from INR 5 Cr. To INR 1 Cr. in view of the working capital requirements of the industry.	As mentioned in the RFP.
113		A single window system be facilitated for obtaining environmental and operating clearances required.	As mentioned in Cl. 5.1.2(b) of Concession Agreement authority shall upon written request from the concessionaire, "provide reasonable support and assistance to the concessionaire in applying for Applicable Permits required from any Government Instrumentality for implementation and operation of the Project."
114		Opening Bid date be moved further to facilitate better analysis and preparation for the benefit of all participants as well as better clarity on NGT case outcome.	Please refer to Corrigendum V for revised Bid Due Date. Further, if any directions, orders, or restrictions are imposed by NGT, courts, or other competent authorities that affect project implementation, the Authority shall consider appropriate waiver/extension in accordance with the provisions of Concession Agreement and applicable directives from the competent authorities.

S. N.	Clause No.	Query/ Suggestions	Response
115	General Queries	Earnest Money Deposit (EMD) Requirement We request the Authority to consider waiving or suitably reducing the requirement of submitting EMD of INR 5 Crore at the time of Bid Submission. The tender already prescribes stringent technical and financial qualification criteria, which adequately establish the credibility, capability, and seriousness of the bidders. Accordingly, the EMD requirement may be reconsidered to encourage wider participation and enhance competition.	As mentioned in the RFP.
116		Construction Period	As mentioned in the RFP

S. N.	Clause No.	Query/ Suggestions	Response
		We request the Authority to increase the Construction Period from the proposed 18 months to at least 24 months. Considering the scale of the project, detailed engineering, procurement of specialized equipment, statutory approvals, utility integration, and commissioning activities, a period of 24 months would be more practical and conducive to successful project implementation.	
117		Extension of Bid Submission Timeline We request the Authority to extend the Bid Submission Date beyond 4 July 2026 by an additional 2–3 months. The project requires extensive technical, financial, operational, and commercial evaluations. Further, determination of the appropriate Operational Payment per Metric Ton is significantly affected by EPR Rate finalisation, and the matter is currently sub judice. Additional time would enable bidders to make a more informed assessment and submit realistic and competitive bids.	Please refer to Corrigendum V for revised Bid Due Date
118		Performance Security Requirement We request the Authority to reconsider the requirement of furnishing a Performance Security/Bank Guarantee of INR 12.5 Crore immediately upon issuance of the Letter of Award (LOA). The selected bidder would be required to make substantial upfront investments towards project development, engineering, procurement, and construction of the facility. Blocking a significant amount towards bank guarantee margins at the initial stage may adversely impact project cash flows and financing arrangements. Since the concessionaire would already be making substantial investments on the project site and assets, such investments themselves provide a significant level of commitment and security towards project execution. Therefore, the Authority may consider reducing, deferring, or phasing the Performance Security requirement.	As mentioned in the RFP

S. N.	Clause No.	Query/ Suggestions	Response
119	General Queries	Project Investment: The project cost has been indicated as approximately ₹250 crore. Kindly clarify: - Whether ₹250 crore is a one-time capital investment or an investment to be made periodically during the 30-year concession period. - The detailed breakup of the investment under civil works, machinery, environmental safeguards, utilities and other components. - Whether any future expansion or additional investment is planned during the concession period.	As per the approved Detailed Project Report (DPR), the estimated project cost of ₹250 crore represents the investment required to set up a state-of-the-art facility with a processing capacity of 51,000 tonnes per annum (TPA) of e-waste. Bidders are required to undertake their own due diligence regarding investment with respect to the technology and machinery proposed, based on their anticipated feedstock stream, while ensuring full compliance with the terms and conditions specified in the tender documents.

S. N.	Clause No.	Query/ Suggestions	Response
120		Project Operations: Kindly clarify the proposed operating hours of the facility. - Will the facility operate only during daytime hours or on a 24×7 basis? - Will dismantling, recycling, loading/unloading and transportation activities be carried out during night hours? - What labour shift system is proposed (single shift, double shift or three shifts)?	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including operational parameters, treatment scheme, layout and other drawings shall be prepared by the bidder as per their business plan.
121		Has any Environmental Impact Assessment (EIA), Risk Assessment Study or Health Impact Assessment been conducted? If yes, kindly provide copies.	It is expected that bidder shall undertake all due diligence and background studies at their own cost as required and make informed decision to formulate their business plan. Accordingly, all technical details including background studies shall be conducted by the bidder as per their business plan.
122		Has any consultation been conducted with local residents? If yes, kindly provide details and minutes of such meetings/ Public hearing.	As mentioned in the RFP.
123		We therefore request that the Bid Due Date of 04 July 2026 be extended by a minimum period of 60 days and that all relevant environmental, technical and planning documents be made available in the public domain during this period.	Please refer to Corrigendum V for revised Bid Due Date

S. N.	Clause No.	Query/ Suggestions	Response
124	General Queries	Considering the complexity and scale of the project, we request you to kindly allow a minimum period of three (3) months from the date of issuance of responses to the pre-bid queries for preparation and submission of bids.	Please refer to Corrigendum V for revised Bid Due Date
125		Kindly clarify whether milestone obligations (25%-50%-100%) and per kg payment obligations will be linked to actual quantities processed or the entire 51,000 TPA installed capacity, irrespective of feedstock availability.	Milestone obligations and Operational Payment are not linked. Operational Payment to be paid as mentioned in the RFP
126		Please specify the support mechanisms DSIIDC will provide for feedstock security, including channelization from government entities, OEMs/PROs, bulk consumers, integration of the informal sector, and enforcement against unauthorized recyclers.	The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be construed as a guarantee or commitment to any minimum quantity of e-waste supply.

S. N.	Clause No.	Query/ Suggestions	Response
127		In the event the project becomes unviable due to regulatory changes, judicial orders, feedstock shortages, EPR market disruptions, or other unforeseen circumstances, will DSIIDC consider deferment/waiver of per kg payment obligations or provide other support measures to restore project viability?	As mentioned in the RFP
128		Kindly clarify the current status of NGT proceedings/notices relating to Holambi land use and whether DSIIDC will provide protection or relief against delays and impacts arising from such matters.	If any directions, orders, or restrictions are imposed by NGT, courts, or other competent authorities that affect project implementation, the Authority shall consider appropriate waiver/extension in accordance with the provisions of Concession Agreement and applicable directives from the competent authorities.
129		Considering the scale of the project, we recommend extending the construction and stabilization period from 18 months to 24 months before commencement of Year 1 operations and subsequent performance obligations.	As mentioned in the RFP
130		Kindly clarify the evaluation methodology for consortiums/JVs/SPVs, specifically whether the experience of consortium members in e-waste recycling (including the 10,000 TPA requirement) and allied sectors such as metals, batteries, ELVs, plastics, and other circular economy activities will be considered cumulatively for qualification and evaluation purposes.	As per Clause 2.2.2(A)(a) of the RFP As per Clause 2.2.2(A)(ii) of the RFP, the Bidder/Members may rely on the experience of their Associate(s) to demonstrate Technical Capacity. Further, as per Clause 3.3.2 of the RFP, the same experience cannot be claimed by two or more Members of the Consortium, and no double counting is permitted in any manner whatsoever.
131		Kindly confirm whether the concessionaire will be permitted to undertake allied circular economy activities, including battery recycling, ELV recycling, plastics recycling, and future capacity expansion within the Eco Park, subject to obtaining necessary approvals.	As mentioned in Clause 4.3.1 of the Concession Agreement, the Project Site shall only be used for the purposes of development and implementation of the Project throughout the Concession Period, and the Concessionaire shall not use the Project Site for any other purpose without the prior written approval of the Authority.
132		As compared to the Haryana E-Waste Policy and similar initiatives in other states, kindly clarify the incentives, policy support, and facilitation measures DSIIDC proposes to offer to improve project viability and attract long-term investments.	As mentioned in the RFP. However, the Concessionaire is free to avail subsidies/grants/incentives under any relevant schemes of GNCTD/Government of India.

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
133	12	RFP Cl. 1.2.7(A)	The Preferred Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 of this RFQ cum RFP, be invited to match the Bid submitted by the Preferred Bidder in case such Preferred Bidder withdraws or is not selected for any reason.	Since the EPR mechanism basically serves as a viability gap funding for recyclers. Will the Authority consider the payment of the viability gap to recyclers as defined by the CPCB.	As mentioned in the RFP.
134	27	RFP Cl. 2.2.2(A)	Similar Works: Experience of executing and implementing Similar Work(s) (as defined hereinafter) in which at least 10,000 (ten thousand) metric tonne of processed capacity has been achieved in any 1 (one) Financial Year in the past 5 (five) Financial Years preceding the Bid Due Date. It is clarified that the aforesaid capacity may be demonstrated from 1 (one) or more Similar Works cumulatively; “Similar Work(s)” means work involving collection, processing, storage, dismantling and recycling of E-waste, metal refining, battery waste management, hazardous waste management, plastic waste management or End of Life Vehicles (“ELV”) recycling as prescribed under applicable laws (including rules and regulations framed thereunder)	Will the Authority introduce a technical qualification threshold and/or a quality-weighted evaluation (e.g., a two-envelope QCBS-style scoring) that assesses recovery breadth, documented recovery efficiency, output purity, environmental compliance (ZLD/emissions), and scale of advanced operations — rather than awarding solely on highest price? If selection must remain single parameter, will the Authority at minimum prescribe binding minimum performance standards (minimum recovery efficiency, minimum material categories recovered, mandatory purity/environmental certifications) as eligibility conditions, enforceable as KPIs throughout the Concession? Will the Authority give qualification weight to verifiable credentials such as patent portfolio, UNFCCC carbon-credit authorisation, R2 / e-Stewards / ISO 14001 / ISO 45001 certification, and demonstrated battery-/electronics-grade output purity?	As mentioned in the RFP. Also refer to Corrigendum VII
135				Will the Authority raise the demonstrated-capacity threshold to be commensurate with the 51,000 MTPA design capacity, and reconsider the 50 MT ‘Producer’ route as a stand-alone qualification path? Will ‘Similar Work’ require demonstrated recycling/refining	As mentioned in Cl. 2.2.2 (A) c. of RFP

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
136				(material recovery) rather than only collection, dismantling or aggregation, so that mere handling capacity does not qualify a bidder for a recovery-led mandate?	
				Will the Authority introduce a recognised premium, scoring weight, or KPI credit for demonstrated recovery of critical minerals, rare earth elements (REEs) and precious metals to commercial/battery grade — for example, qualification weight or a reduced/rebated Operational Payment for operators delivering verified deep recovery? Will the Authority mandate, as a minimum standard, that designated high-value streams be routed to recovery rather than disposal or low-grade fractionation?	As mentioned in the RFP.
137		RFP General	RFP/ Tender Document General	Please confirm the definitive design capacity and land area that the Concession covers and clarify whether the 51,000 MTPA concession is the entire park or one operator within a larger multi-operator park. If multiple operators are envisaged, please clarify the exclusivity granted under CA Cl. 2 and how feedstock and common facilities are shared/allocated.	51,000 MTA concession is for the entire project site to be operated by one single operator.
138	28	RFP Cl. 2.2.2(B)	Financial Capacity: a. The Bidder shall have: i. Minimum Net Worth (as defined hereinafter) (as per the annual financial statement) of INR 62,50,00,000 (Indian Rupees Sixty-Two Crore and Fifty Lakh) at the close of the preceding Financial Year prior to the Bid Due Date, as certified by the statutory auditor of the Bidder (and in case of a Consortium,	Will the Authority confirm whether the Net Worth and Net Cash Accruals tests may be met cumulatively across an Associate/Consortium (Cl. 2.2.3 suggests yes for Net Worth) and the exact treatment of Associate reliance for the Net Cash Accruals test? Will the Authority cap Performance-Security encashment for feedstock-driven shortfalls, or ring-fence such events from default consequences?	i. As mentioned in clause 2.2.3 of the RFP, in case the Bidder is a Consortium, the Net Worth requirement may be demonstrated cumulatively across all Members of the Consortium. As mentioned in clause 2.2.2(B)(ii) of the RFP, Positive Net Cash Accruals are required for the Selected Bidder and for <i>all Members of the Consortium</i> for the last 3 (three) Financial Years preceding the Bid Due Date. ii. As mentioned in RFP

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			the statutory auditor of a Member) or associate whose financial Capacity is being relied upon; and ii. Positive Net Cash Accruals for the Selected Bidder and for all Members of the Consortium, for last 3 (three) Financial Years preceding the Bid Due Date; The financial capacity mentioned above shall be referred to as the "Financial Capacity". The Member of Consortium contributing the Financial Capacity in the Consortium shall be the Financial Member.		

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
139	23	CI 2	Grant of Concession	Will the Authority commit, as a binding obligation, to channel defined feedstock to the park — e.g., directives requiring Delhi Government departments, PSUs and ULBs to route their e-waste and end-of-life electronics to the facility, and integration with MCD/DDA doorstep collection? Will the Authority support enforcement against non-compliant informal processing and facilitate structured EPR partnerships, so that formal feedstock supply is materially de-risked? Will feedstock shortfall caused by failure of such Authority-side facilitation be treated as an excusing event for milestone/penalty purposes?	The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be construed as a guarantee or commitment to any minimum quantity of e-waste supply. As mentioned in the RFP
140				Will the Authority provide a mechanism (subsidy, payment exemption, or disposal-cost support) for mandatorily accepted streams	

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
141				whose compliant processing/disposal cost exceeds recoverable value? Will the Authority commit, as binding obligations, to: (a) directives requiring Delhi Government departments, PSUs, ULBs and bulk consumers to route e-waste to the formal park; (b) integration with MCD/DDA collection; (c) a structured, State-facilitated transition pathway for Seelampur and allied informal workers (RPL/NSQF skilling, preferential re-employment); and (d) facilitation of EPR/producer take-back partnerships?	The Authority shall issue directions to all relevant departments under GNCTD for channelization of their e-waste to the E-Waste Eco Park at rates determined by the Authority. However, this shall not be construed as a guarantee or commitment to any minimum quantity of e-waste supply.
142	65	CA Cl. 14.1.2	The Concessionaire shall be responsible to make the Operational Payment to the Authority on or before 31 July of each fiscal year, in respect of the immediately preceding fiscal year. Further, the Concessionaire shall, within 7 (seven) Business Days of receipt of the relevant confirmation from the CPCB under the E-Waste Rules (or such other agency as may be identified under the Applicable Laws), submit to the Authority (i) the purchase invoice for such fiscal year, and (ii) the relevant documents/filings evidencing the annual quantity as confirmed by the CPCB i.e., EPR Certificates issued by CPCB and Annual Return Acknowledgment submitted to CPCB. In the event of failure by the Concessionaire to make the Operational Payment by 31 July of the relevant year, the respective amount shall be liable to be encashed by the Authority as damages from the Performance Security for that fiscal year. Further, if it is established at any time that the Concessionaire has engaged in any misrepresentation or fraud and delayed the submission of the purchase invoice to the Authority, the same may be construed as	Will the Authority expressly confirm that the Concessionaire owns and retains the full economic benefit of EPR certificates, EPR-fee realisations and any carbon credits arising from the Project.	Yes, Concessionaire owns and retains the full economic benefit of EPR certificates, EPR-fee realisations. In case of carbon credits, generated through project operations kindly refer Corrigendum VII

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
			Concessionaire Event of Default for which the Authority shall be entitled to terminate this Agreement.		
143	66	CA Cl. 14.1.5	The Concessionaire shall install, operate and maintain a digital database/digital record with round-the-clock connections necessary for efficient and transparent monitoring by the Authority and/ or Government of the amount of E-Waste collected, segregated, dismantled, processed goods sold, metals recovered, and waste disposed off. For this purpose, Concessionaire shall follow such protocol for Electronic Data Interchange as the Government may specify. For the avoidance of doubt, it is agreed that the software installed by the Concessionaire shall conform to the requirements under this Agreement as provided in Schedule 10 of this Concession Agreement, Applicable Laws and such other requirements as may be specified by the Authority and/ or Government from time to time. Notwithstanding anything contained in this Agreement, the Parties agree that the Concessionaire shall deliver and transfer the Intellectual Property pertaining to such software to the Authority upon termination of the Agreement.	Please confirm how the cost of compliant disposal of non-recoverable/hazardous residue is to be recovered, given the per-tonne payment runs the other way. Please confirm the scope of IP required to be transferred under Cl. 14.1.5 — is it limited to the monitoring/EDI database software, or does it extend to proprietary process technology? Proprietary recovery technology and patents must be expressly excluded. As previously requested, will the Authority remove the requirement of an Operational Payment?	As mentioned in the RFP
144				Will the Authority expressly limit the IP-transfer obligation to the monitoring/data-interchange software prescribed under the Agreement, and confirm that the Concessionaire's background and proprietary process technology, know-how and patents are excluded and remain owned by the Concessionaire?	In case of time expiration of Concession Agreement, no Intellectual Property/ proprietary process technology transfer is expected. However, in case of termination of Concession Agreement due to any other relevant reasons, Intellectual Property/ proprietary process technology transfer is expected.
145	3	Schedules	Schedule -3 Scope of work Schedule -6 KPIs	Will the Authority prescribe mandatory minimum environmental standards as binding conditions — e.g., Zero Liquid Discharge (ZLD), continuous emissions monitoring, certified hazardous-residue handling, and recognised certifications (R2 / e-Stewards / ISO 14001) — enforceable through Schedule 6 KPIs and verified by the NABL-accredited facility?	Applicable MoEFCC, CPCB, DPCC and other statutory bodies who prescribe environmental standards for e-waste recycling shall be adhered to.

S. N.	Page No.	Clause No.	Existing clause	Query/ Suggestions	Response
146				Please confirm whether Schedule 6 KPIs include measurable recovery-efficiency, output-purity and environmental (e.g., ZLD, emission) standards, and share the KPI schedule's metrics and penalty matrix. Will the Authority require periodic third-party / NABL verification of recovery efficiency and purity, with results reported to the Authority?	As mentioned in the RFP
147	94	Ca Cl.23	Change in law	Will the Authority confirm that material adverse changes in the EPR regime, e-waste recovery targets, EPR pricing/floor mechanisms, and critical-mineral or battery-waste regulation are covered Change-in-Law events attracting relief under Article 23? Will the Authority provide a periodic regulatory-review checkpoint within the term to re-baseline assumptions where the policy framework shifts materially?	As mentioned in the RFP.
148	-	General Clause	-	Will the Authority / Government of NCT of Delhi consider aligning the concession with recognised recycling-promotion measures — e.g., capital-subsidy / pollution-control-infrastructure grants, power-tariff and electricity-duty relief, single-window fast-track approvals with deemed-approval timelines, stamp-duty exemption on project leases, and interest subvention — consistent with the NITI Aayog Guidance Document (2025) and peer-State practice?	As mentioned in the RFP.

All other terms and conditions of the tender document shall remain unchanged. Bidders are requested to take note of this change and participate accordingly.


EE(Env), DSIIDC