

Bid Ref No: BUIDCo/BUDIP-2/ICB/01

Contract Package No: GA/WS/01

Package Name: Improvement of Water Supply System in Gaya Municipal Corporation

Response to Bidders' Queries received during Pre-bid Conference held on 15 November 2016 at BUIDCo, Patna

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
1.	Vol. I, ITB 22.1	Bid Submission Date	<p><i>Being a Major Water Supply Project and involvement of mass working for all the major component like Raw Water Mains, Pumping Stations, Distribution Mains, Reservoirs etc.. We request you to please extend the bid submission date by <u>minimum 8 weeks from the date of receipt of pre-bid clarification report</u>; as we required reasonable time to work out most competitive techno-economic bid.</i></p> <p><i>Please accept & Confirm.</i></p>	Being amended. Please refer Addendum 1.
2.	Section 1- ITB, Cl. No. 19.3 & FIDIC Conditions, Cl. 4.2	Bank Guarantee against Performance Security & Bid Security	<p><i>Apart from Reputable Bank, we request you to please allow issuance of BG from following banks as well Like IDBI/HDFC /ICICI/Axis</i></p>	All banks listed under Schedule B of RBI are eligible.

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			<p><i>banks/ING Vysya Banks etc...</i></p> <p><i>Please accept and confirm.</i></p>	
3.	Vol 1 ITB 19.1 Page 32	The Bidder shall furnish a bid security in the amount of INR 63.00 million or USD 1.05 million.	With reference to the Bid Security required, we request you to kindly decrease the Bid Security to INR 3.5 Million	Being amended. PI refer addendum 1
4.	Vol.I, Section 3, Qualification Criteria :	2. Qualification: It is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, Subsidiaries, or affiliates, that must satisfy the qualification criteria described below.	<p><i>The overall objective of the Gaya Water Supply Project (GWSP) is to deliver a continuous, pressurized supply of safe water to the entire population of Gaya town.</i></p> <p><i>Kindly note that many of the water supply projects, similar to the Package/GA/WS/01 are being implemented through PPP mode, executed by subsidiary (SPV) companies, and the Parent companies are not directly involved in an execution of these projects. In such arrangement, while the financial capacity would be</i></p>	Not agreed. Bidding Document provisions shall prevail.

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			<p><i>available with the Parent companies, the technical capacity would be with the subsidiary (SPV) companies. Considering this, it would be difficult for either Parent company or subsidiary (SPV) company to bid for this project. It is also contradictory that the Employer is allowing an experience from the Specialist Subcontractor in Clause 2.4.2 "Experience in Key Activities", but not allowing credentials of either the Bidder's Parent company or Associate company.</i></p> <p><u>Kindly modify the Clause as:</u> <u>"Unless specifically indicated otherwise:</u> a) <u>For the purpose of the demonstrating the Financial Requirements, as stipulated in Clause 2.3 below, the Bidder, may use the financial capacity of its parent company,</u></p>	

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			<p><u>which would be controlling more than 51% equity stake of the Bidder (the "Holding Company"); and For the purpose of the demonstrating _____ the Construction Experience, as stipulated in Clause 2.4 below, the Bidder, may use the construction experience of its associate companies. For purposes hereof, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (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 26% (twenty six per cent) of the voting shares of such person, and with respect to a</u></p>	

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			<u>person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise."</u>	
5.	Vol 1, Section-3 - Evaluation and Qualification Criteria, Clause 2.4.1 Page 3-8	Participation in at least one contract that has been successfully or substantially completed within the last seven (7) years and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 1557 million or USD 26.00 million.	We request you to amend the clause as "Participation in at least one contract that has been successfully or substantially completed within the last seven (7) years and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 1400 million" to allow more bidders to participate and to have a healthy competition.	Being amended. Please refer Addendum 1.
6.	Vol 1, Section-3 - Evaluation and Qualification Criteria, Clause 2.4.2 (1) Page 3-9	Development/Redevelopment /Installation of at least 10 tube wells within the last seven years.	As this is a specialized work which has to execute by specialist sub contractor, we request you to consider the MOU with specialized subcontractor for this experience.	The bidder can have MOU with the specialized sub contractor Employer shall require evidence of subcontracting agreement from the Bidder.

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7.	Vol 1, Section-3 - Evaluation and Qualification Criteria, Clause 2.4.2 (2) Page 3-9	Construction and commissioning of at least 3 Overhead Service Reservoirs of 1 ML capacity within the last three years	We request you to amend these criteria as "Construction and commissioning of at least 3 Overhead Service Reservoirs of combined capacity 1.5 ML in a single contract within the last Seven years".	Provision of bidding document shall prevail.
8.	Vol 1, Section-3 - Evaluation and Qualification Criteria, Clause 2.4.2 (3) Page 3-9	Overall management, including technical operations, financial administration and customer relations, of an urban water supply system with a minimum of 10,000 customer connections, for a period of at least one years, within the last seven years.	We request you to amend this condition as "Overall management, including technical operations, financial administration and customer relations, of an urban water supply system serving a minimum population of 3,50,000 individuals, for a period of at least one years, within the last seven years.	Not agreed. Provision of bidding document shall prevail.
9.	Vol 1, Section-3 - Evaluation and Qualification Criteria, Clause 2.4.1, 2.4.2 Page 3.8 to 3.9	Evaluation and Qualification Criteria – defined in clause 2.4.1, 2.4.2(1,2 and3)	We request you to put a condition that in case of Joint Venture, each partner must meet at least 1 (one) criteria defined in clause 2.4.1 OR 2.4.2(1,2and 3). This will encourage the bidders having particular and specialized experience of	Addendum has been issued with some modifications please refer Addendum No. 1

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			similar kind of work to participate in the bid.	
10.	In Vol-1 under section-3 in Evaluation and Qualification Criteria under Clause 14.2 Page 8-3	Repayment amortization of advance payment	We request you to make the advance payment interest free. In order to maintain the positive cash flow during the execution of project.	As per GCC 14.2 interest free advance payment of 10% of contract value against bank guarantee may be given in two or more installment.
11.	Section-3 - Qualification clause no,2.4.1 Construction Experience Contracts of Similar Size and Nature	Participation in at least one contract that has been successfully or substantially completed within the last seven (7) years and that is similar to the proposed works, here the value of the Bidder's participation exceeds INR 1557 million or USD 26.00 million .The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6, Employer's Requirements. Single Entity must meet requirement	1. Value of a single job only is considered as eligible projects, where as in standard ADB tenders, either a single project of certain value or two projects of lesser value are considered to be eligible. Hence we request you to also consider 2 contracts successfully or substantially completed with value Rs.77.5 Million each 2. For present price level of cost of completed and commissioned works, the weightage on previous year (s) value is not given which is 10% per year as per standard ADB tenders. We request you to consider for matching the value of	Being amended. Please refer Addendum 1.

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			work executed in last 7 years with the present calendar year value by multiplying the weightage applicable as per ADB norms.	
12.	Section 3, clause 2.1		Please relax each partner compliance of 25% in clause 2.3.2 and 2.3.3	Not agreed. Bid document provisions shall prevail
13.	Section 3 Evaluation criteria Clause 2.4.1		We request you to consider Irrigation Projects which involves pumping stations, Rising mains, Intake and water conveying tunnels, Large dia pipelines etc which are very complex in nature and project management experience involving electrical and mechanical components on similar projects as it will definitely be used in managing the subject project	Not agreed. The Bid document provisions shall prevail
14.	Section 3 Evaluation criteria Clause 2.4.2		We request you to consider sub contractors commitments letter/Letter of Association /Support letter for complying with the sub contractors agreement as the bid preparation duration	Not agreed. The Bid document provisions shall prevail

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			is very sort to conclude sub contractor	
15.	JV Partner		We request you to consider the experience of either JV Partner	Being ammended. Please refer addendum 1
16.	Section 3 Clause 2.4.1 Page No 3-8 of Vol 1	Participation in at least one contract that has been successfully or substantially completed within the last seven (7) years and that is similar to the proposed works, here the value of the Bidder's participation exceeds INR 1557 million or USD 26.00 million .The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6, Employer's Requirements. Single Entity must meet requirement	Since, lot of dismantling, refurbishment activities are involved thus bidder who are into building projects shall also be considered Or Participation in at two contract that has been successfully or substantially completed within the last seven (7) years and that is similar to the proposed works, here the value of the Bidder's participation exceeds INR 1557 million or USD 26.00 million .The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6, Employer's Requirements.	Being ammended. Please refer addendum 1

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			Single Entity must meet requirement	
17.	Section 3 Clause 2.4.2 page 3-9 of vol 1	Development/Redevelopment /Instalation of at least 10 Tubewells within the last 7 years	Development/Redevelopment /Installation of at least 10 Tube wells within the last 7 years or one intake well within the last seven years	Not agreed. The Bid document provisions shall prevails
18.	Section 3 Clause 2.4.2 page 3-9 of vol 1	Construction and commissioning of at least 3 Over head service Reservoirs of 1 ML capacity within the last three years	Construction and commissioning of at least 3 Over head service Reservoirs having combined capacity not less than 3 ML capacity within the last three years	The Bid document provisions shall prevails
19.		Overall management, including technical operations, financial administration and customer relations, of an urban water supply system with a minimum of 10,000 customer connections, for a period of at least one years, within the last seven years. The experience shall include activities in service level improvements as subject of section 6 Employer's requirement such as a. Urban water supply b. Providing new Consumer connections c. Customer complaint management	MoU with Contractor /Sub Contractor shall be allowed	Please refer clause 2.4.2. Employer shall require evidence of subcontracting agreemtn from the bidder for the specialist subcontractors.
20.		Supply of 10,000 Consumer meters of the type/rating specified within the last seven years, out of which 3,000 should have been	MoU with Contractor /Sub Contractor shall be allowed	Please refer clause 2.4.2. Employer shall require evidence of

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		supplied in any one of the years and which are in successful operation for at least one year as on date of bid submission deadline.(This criteria can be met by intended supplier)		subcontracting agreemtn from the bidder for the specialist subcontractors.
21.	CI 13.3 Bill No.13.3 (1 to 5), Page 7-132 and 7-133 of vol 1	Submersible Pump sets	<p>In the column of Unit, kW is mentioned. Also, values provided in the column of Quantity, seem the kW rating of motor.</p> <p>Please clarify that what item unit rates are to be filled by the bidder in the column of Rate?</p> <p>We understand that in the column of Unit, Nos. (Quantity of pumps) should be there 16and bidder to fill the unit rate of pump in the column of Rate so the amount will be calculated accordingly. Please confirm or comment.</p> <p>Also, please amend this section of BOQ accordingly.</p>	Only after ascertaining the yield of the tube well after development by the contractor, the capacity of the pump set can be arrived. So rates are to be quoted based on the KW of Pump erected in each tube well.
22.	Bill No. 18, Sl. No. 18, Page 4-153 of vol 1	Provisional Sum	Please clarify the purpose of item mentioned as Provisional Sum and the value mentioned as INR 90,000,000.	Provisional sum will be utilized including Electricity connection, shifting of utilities, amount to be deposited

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				<p>in Government Department like Public works department. National high way authority of India for road cutting permission etc. Each provisional sum shall only be used in whole or in part, in accordance with Engineers instruction. The contractor will make the payment and it will be reimbursed by employer to the contractor. Refer 13.5GCC.This is defined in 1.1.4.0 GCC. All refer para 2 of preamble to BOQ</p>
23.	BOQ part C		What are the items covered in Provisional sum	<p>Provisional sum will be utilized including Electricity connection, shifting of utilities, amount to be deposited in Government Department like Public works department. National high way authority of India for road cutting permission etc.</p>

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				Each provisional sum shall only be used in whole or in part, in accordance with Engineers instruction. The contractor will make the payment and it will be reimbursed by employer to the contractor. Refer 13.5 GCC. Provisional sum is defined at 1.1.4.0 GCC.
24.	BOQ Bill no 15		Shall the software prices include AMC for 6 years and nos. of licensed as per server cores and switches?	Yes. It include the AMC also
25.	BOQ Bill no 15		Database software (Oracle/SQL) is not mentioned in BOQ. Is it available with GMC, if yes which version is available. We will have to evaluate the compatibility with other softwares	Please refer the BOQ and Bid document.
26.	BOQ Bill no 15		GIS software (Arc GIS) is not mentioned in BOQ. Is it available with GMC, if yes which version is available. We will have to evaluate the	Please refer the BOQ and Bid document.

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			compatibility with other softwares	
27.	BOQ Bill no 15		Operating system software is not mentioned in BOQ. Is it available with GMC, if yes which version is available. We will have to evaluate the compatibility with other softwares	Please refer the BOQ and Bid document.
28.	BOQ Bill no. 8		Please change the item no 8.2 as per industrial standards with metallic ball valve and GI pipe. The connection should be terminated one meter inside the property boundary wall. Meter should be installed inside the property	Not agreed. The Bid document provisions shall prevail
29.	BOQ Bill no 6		Please change CI valve to DI valves for better NRW performance. Instead of providing chambers for these distribution valve, only spindle pipe with RCC sleeve can be considered in buried application. It will save the cost and provide durability/reliability in system	Not agreed. The Bid document provisions shall prevail
30.	Point 1.1 (2) Preamble of Section 6	Package 2 will provide new water source works and transmission mains for the	<i>The Target Performance Standards, 6.1 of Section 6,</i>	The contractor will be responsible for the

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		<p>supply of Bulk Water to the Gaya water distribution system. The construction periods of Packages 1 and 2 are expected to be coterminous, such that bulk water extracted from the new water source works under Package 2 will be supplied to the water supply system developed under Package 1. As a part of the Package 1 works, certain Supply Points are identified to connect the Package 2 transmission. The development of Package 2 further does not affect Package 1.</p>	<p><i>does not exempt Package 1 Contractor for non-availability of treated Bulk Water from Package 2. Kindly clarify on:</i></p> <p>a) <i>The impact of non-availability or substantial delay in making available of bulk water under Package 2 on the Package 1, i.e. the objective of making additional water available or 24x7 water supply to the Gaya city, O&M of the Project, etc...</i></p> <p>b) <i>The impact on remuneration of Package 1 Contractor; and the remedy available for the Package 1 Contractor in such situation.</i></p>	<p>earmarked quantity of package 01 if the package 02 is failed to supply additional quantity of water.</p>

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			<i>Please Review and Confirm.</i>	
31.	Point 1.1 (2) Definition of Section 6	"Bulk Water" means the treated bulk water supplied by the Employer through a separate contract GWSP Package 2 to specific Supply Points.	<p><i>The Package 1 Contractor is expected to supply treated water that complies with the CPHEEO norms, in accordance with point 112 of Section 6 (2.6.1 Water Quality).</i></p> <p><i>The Target Performance Standards, 6.2 of Section 6, does not exempt Package 1 Contractor for reliability of drinking water if in case of treated Bulk Water from Package 2 does not maintain the treated water quality in accordance with CPHEEO norms.</i></p> <p><u><i>What is the remedy available for the Package 1 Contractor, if in case the Employer fails to maintain the treated bulk water quality</i></u></p>	<p>Package 01 will supply around 68 MLD from the existing tube-wells for which the contractor of package 01 is responsible for maintaining the water supply quality standards. Excess over the requirement will be supplied by the Package 02 for which package 02 Contractor will be responsible for maintaining the quality standards. The package 01 contractor will ensure the residual chlorine level as per this contract.</p>

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			<p><u>in accordance with the CPHEEO norms?</u></p> <p><i>Please Review and Confirm.</i></p>	
32.	Cl. No. 38 Page 6-13 of vol 1	A new electric panel shall be provided for each tube well comprising of incoming MCCB/ACB, Star Delta Starter, Ampere meter, & Voltmeters with selector switches, indicating lamps, protection relays etc. as Per SLD placed in drawing section.	Please clarify that whether these electric panels are to be installed at all 37 Tube Wells or only at 29 Tube Wells?	The electric panels shall be provided in all 37 Tube wells.
33.	Cl. No. 39 Page 6-13 of vol 1	The condition of 11/0415 KV substation of (300+250+100) KVA is not good. The existing transformers are old and have not undergone maintenance for long time and need replacement. Protection for the transformers either on HT side or on LT side is not available. A new substation will be designed and constructed in place of existing one by providing two 1000 KVA 11/0.415 KV transformers (1Working+1Stand by) with necessary protections through 11 KV VCB, LAs and ACB on LT side with proper cabling. A Single Line Diagram for the arrangement of substation is placed in Drawing.	Please clarify that on which locations (no. of locations) new substation will be constructed and to be considered by bidder. Also, we understand that transformers (1Working+1Stand by) are to be provided only on the new substations which will be constructed by bidder. Please confirm.	The location of the Substation shall be at Dandibagh well field.
34.	Cl. No. 40 page 6-13 of vol 1	A control room will be constructed in Dandibagh compound for housing all HT/LT switchgear and panels for operation of	As mentioned, control room at Dandibagh will be for 5 tube wells; please clarify the	Control Room shall be provided in Dandibagh well field for providing

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		substation and centralized operation of the 5 Tube Wells.	scope of control room for other tube wells. Please provide the number of control room with locations if bidder has to consider for other tube wells.	control units of Substation and as well as panels of 5 Tube wells of Dandibagh. Other tube wells, Pump rooms are available. In 4 Locations new pump room also proposed. In 5 Location existing pump room has to demolish and new pump room has to be constructed.
35.	Cl. No. 42 page 6-13 of vol 1	Provide an electronic water level gauge in each tube well for measuring static and pumped water level on a regular basis and bring the output to the control panel as per specifications. The system should be suitable for recording the water level history which can be transferred to logger.	Please clarify whether these items are to be provided at all 37 Tube Wells or at 29 Tube Wells only?	It has to be provided in all 37 Tube wells.
36.	Cl. No. 44 page 6-13 of vol 1	There are 6 tube wells which does not have rooms to house the pumps. Pump rooms shall be Constructed on these sites as per drawing and specifications. The pump rooms at remaining tube wells need rehabilitation of civil works like roof repair, plaster repair, flooring, replacement of doors and windows etc.	Please clarify for how many (37 or 29) tube wells the pump rooms need rehabilitation of civil works.	16 Tube wells Pump room need rehabilitation.

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37.	CI 56, 2.5.3.1 & CI 84 6-15 of vol 1 & 24 of vol 3	The total length of new pipelines to be laid, including pipe replacement is about 447.176 km.	Please confirm if the MOC of this pipe line is DI-K7 or else please specify clearly the MOC of pipe.	The details provided in the BOQ itself.
38.	CI 2.5.6, 89 and 90 Page 6-20	At present there are about 12,500 registered customers in Gaya. The actual number of connections, including many unauthorized ones, is estimated at 23,500. All existing service connections shall be replaced and new connections made. It is expected that, at The end of the contract period, there will be a total of 75,000 service connections.	We understand that total 75,000Nos. Service connections are to be considered by bidder. This is including 23500 Nos. of existing connections which are to be replaced by new connections. Kindly confirm.	Refer Para 90 of Sec 6 (Employer requirement) All existing service connections shall be replaced and new connections made. It is expected that, at the end of the contract period, there will be a total of 75,000 service connections.Unauthorized connections are to be dealt with the policy of GMC.
39.	Section 6, table 3.1, parameter 4.2		The GMC staff will not be controlled by the contractor so performance of the staff should be connected with pay related rewards/punishments of these employees.	This relates with training to the deputation Employes not the work performance.
40.			What is the role of GMC officers and elected representatives of council in payment of contractor	There is no role of GMC officers and representative of council

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				for payment to contractor till 31 December, 2021.
41.	Parameter 4.1		If adequate water is not produced due to the reasons, not in control of contractor then how the performance will be measured and paid.	It shall be decided mutually during its occurrence.
42.	Sub- part 5 Parameter 5.1 and 5.2		Please avoid the performance of operation of existing water distribution network because it is not in control of contractor	Not agreed. Bid document provisions shall prevails
43.	Parameer 6.1		With 12 mtr. Pressure at CMP for 95% days and for almost entire day pressurization, NRW of 20% cannot be achieved, Please relax it as per industrial standard.	Not agreed. Bid document proviions shall prevails.
44.	Parameter 6.3		To achieve 10% water loss, very tough bylaws and uge investment is required. Please change the specification of pipes, HSC and valves to suite the performance. Also please provide the formula to calculate this performance	Not agreed. Bid document provisions shall prevails.

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45.			Kindly provide baseline of all performances which exists today.	Existing condition shall be obtained during taking over of the scheme from GMC.It should be established by the contractor.
46.			NRW is continuous improvement phenomenon which depends upon many variable, 20% cannot be achieved just after DMA fication. Please modify it and spread it in 5 years	Not agreed. The Bid document conditionprovisions shall prevails
47.	Section 6 Page No 6-43	The contractor performance payment evaluated quarterly performance in O&M of the renovated and new Distribution systems in DMAs, mentioning " Billing efficiency"	We assume the "Billing efficiency" means generation and distribution of water bills to end users. The payment is not related to collection of bills and no penalty shall be imposed on contractor if fails to collect the bills.	Responsibility of collection of revenue from the end users lies with the Contractor. . But it is not linked with performance of the DMA for making payment.
48.	FIDIC Conditions, GCC Clause 7.7	Ownership of Plant and Materials	<i>Kindly amend the Clause as: "...become the property of the Employer at whichever is the later of the following times, free from liens and other encumbrances"</i> <i>Please accept and Confirm.</i>	Not agreed. Bidding Document provisions shall prevail.

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49.	FIDIC Conditions, GCC Clause, GCC Clause 11.3	Extension of Defects Notification Period	<i>Kindly amend the last line of second Para as: "...to any defects or damage occurring more than six months after the Defects Notification Period for the Plant and/or Materials would otherwise have expired." Please accept and Confirm.</i>	Not agreed. Bidding Document provisions shall prevail.
50.	FIDIC Conditions, GCC Clause 15.4	Payment after Termination	<i>This is a risk for the Contractor. Kindly consider making Payment after Termination, under this Clause, in accordance with GCC Clause 19.6 Please Review & Confirm.</i>	Not agreed. Bidding Document provisions shall prevail.
51.	FIDIC Conditions, Second Para of GCC Clause 16.1	Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of	<i>Kindly clarify, in such situation, how Contractor will get paid. Please Confirm.</i>	Bidding Document provisions shall prevail.

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		work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.		
52.	General	Taxes and Duties	<p><i>Any increase or new imposition of taxes and duties & other levies shall be reimbursed at actual during the contract period.</i></p> <p><i>Kindly accept and confirm.</i></p>	Kindly refer Sec 7GCC clause 13.7, Which is self-explanatory.
53.	Section 8, PCC, Cl. 14.2, Advance Payment	<p>(Mobilization Advance): 10% of the Accepted Contract Amount payable in two Installments.</p> <p>The first installment of 5% will be released immediately after signing the Contract.</p> <p>The second installment of 5% will be released upon the approval of the Construction Plan and submission of utilization certificate for first installment which will be duly certified by Engineer.</p>	<p><u><i>We request you to please provide us "Interest Free" Total Advance Amount (10%) in one single installment against the BG.</i></u></p> <p><u><i>Kindly accept and confirm.</i></u></p>	Not accepted. Provision of bid document shall prevail.
54.	Section 8, PAC, Cl. 14.3 (c)	<p>Retention Amount: Part 1 : 5% of the Accepted Contract Amount of Part 1.</p> <p>For Part 2 – Operations: 5% of the Accepted Contract Amount of Part 2</p>	<p><i>This is a risk to contractor. We earnestly request you that kindly accept Bank Guarantee of equivalent amount of the full retention amount it will enable bidders to maintain and improve the cash flow during contract.</i></p>	Being amended. Please refer Addendum 1.

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55.	Section 8, PCC, Cl. 14.3 (cc)	Percentage of withholding on DMA Works	<i>We request you to please remove this clause, as there is already a provision of Retention amount of 5% of Contract Amount and this will affect the cash flow of the successful bidder during execution. Kindly accept and confirm.</i>	Not agreed. Bidding Document provisions shall prevail.
56.	Section 8, PCC, Insurance	Project Insurance Cost	<i>Please confirm Project Insurance cost is the part of BOQ or Client is responsible for paying the premium?</i>	Insurance cost shall deem to have been included in the quoted rates. It will not be reimbursed.
57.	Section 8, PCC, Insurance	Loss due to Natural Calamities	<i>Please confirm in case any loss due to natural calamities like Earth quake /Flood /Fire etc... The extra/additional cost will be reimbursable or not?</i>	The contractor shall take suitable insurance policy to cover all such risks.
58.	Section 8, PCC & FIDIC Terms & Conditions, Cl. 18, Insurance	Insurance Requirement	<i>Please confirm the sum insured limits for the following.... 1) Third party liability insurance cover is asked for unlimited no of occurrences.</i>	Bidding Document provisions shall prevail.

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			<p><i>There would be an overall capping of Rs 25 Crores in CAR/EAR policy. For additional limits separate CGL policy has to be taken.</i></p> <p><i>2) Reinstatement value of the existing operational assets.</i></p> <p><i>Professional Indemnity.</i></p>	
59.	Section 8, PCC, GCC Clause 4.7	Setting out	<p><i>This provision is contradictory to the Target Performance Parameter 6.1 for New Distribution Network – Completed DMAs, Section 6.</i></p> <p><i>Please Review and Confirm.</i></p>	<p>No contradiction. Clause 4.7 specifies condition during the construction period and Performance parameter 6.1 is for completed DMA operation during operation and maintenance period.</p>
60.	Vol. I, Section 8, PCC, Part B1 – Specific Provisions (Works)	1.1.3.2.1 Contract Completion Date	<p><i>Kindly confirm the availability of Bank funding for this period, as any non-availability of Bank funding could be an issue under GCC Clause 16.1.</i></p> <p><i>Please Confirm.</i></p>	<p>Bidding Document provisions shall prevail.</p>

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
61.	Vol. I, Section 8, PCC, Part B1 – Specific Provisions (Works)	6.25 Resettlement	<p><i>This is a risk for the Contractor, and this should be Employer's responsibility.</i></p> <p><i>Please accept and Confirm.</i></p>	Not agreed. Bidding Document provisions shall prevail.
62.	Vol. I, Section 8, PCC, Part B2 – Specific Provisions(Operations)	1.9 Failure to Reach Minimum Service Levels	<p><i>If the cause of the failure lies with the Employer then,</i></p> <p><i>a) The respective Target Performance Standard should be waived off for the Contractor and should be considered as complied; and</i></p> <p><i>b) The Employer should not terminate the Contract even in case of failure continues for more than 84 days.</i></p> <p><i>Please accept and Confirm.</i></p>	Not agreed. Bidding Document provisions shall prevail.
63.	Section -8, Particular Condition of contract, 4.2 of GCC	The performance security will be in the form of an unconditional bank guarantee in the	We request you to consider 5% of the Contract amount instead	Not agreed. Provision of bidding document shall prevail.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
	Performance Security	amount(s) of ten percent (10%) of the Contract Amount, (Part 1 and Part 2) denominated in the types and proportions of the currencies	of 10% as Performance security since this is large value project.	
64.	Section -8, Particular Condition of contract, 8.7 & 14.15(b) of GCC Delay damages for the Works	Part 1: 0.05% of the Contract Price for Part 1 [Works] per day, in the currencies and proportions in which the Contract Price is payable.	We request you to consider 0.01% per day instead of 0.05% which is very high	Not agreed. Provision of bidding document shall prevail.
65.	Section -8, Particular Condition of contract, 14.2 of GCC Total advance payment	The advance payment taken by contractor is to be deposited in a separate dedicated project Bank account to be opened at Gaya.	Since the contractor is responsible for the performance of the Contract, depositing the payment in Gaya account should not be made mandatory	Not acceptable. Bidding Document provisions shall prevail.
66.	Section -8, Particular Condition of contract, 14.3 of GCC – Interim payment	The payment received by contractor is to be deposited in a Separate dedicated project Bank account to be opened at Gaya	Since the contractor is responsible for the performance of the Contract, depositing the payment in Gaya account should not be made mandatory	Not acceptable. Bidding Document provisions shall prevail.
67.	Section -8, Particular Condition of contract, 17.6 of GCC – Maximum total liability of the Contractor to the Employer	The product of 1.1 times the Accepted Contract Amount,	This is high .We request you to consider Maximum total liability equal to the Accepted Contract amount.	Not acceptable. Bidding Document provisions shall prevail.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
68.	Section 8 , Part B1 - Specific Provisions (Works) GCC-4.7	Add the following at the end of GCC Sub-Clause 4.7: The Contractor shall comply with (i) the measures and requirements set forth in the Resettlement Plan (RP) attached hereto as Annex 2 of Section 6 [Employer's Requirements] to the extent it concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the RP. Except for the cost of compensation entitlements of affected persons, the Contractor shall allocate a budget for compliance with these measures, requirements and actions.	How much budget contractor has to allocate?	The contractor has to assess the requirement
69.	Section 8 , Part B1 - Specific Provisions (Works) GCC 4.18: Protection of the Environment	Insert the following at the end of Sub-Clause 4.18: The Contractor..... The Contractor shall (a) establish an operational system for managing environmental impacts, (b)and (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit quarterly reports on	1) Please clarify the "establish an operational system for managing environmental impacts" 2) How much budget contractor has to allocate?	The contractor has to assess the requirement

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
		<p>the carrying out of such measures to the Employer. More particularly,.....</p> <p>The Contractor shall allocate a budget for compliance with these measures, requirements and actions.</p>		
70.		<p>Add Sub-Clause 6.25 as under: The Contractor shall comply with (i) the measures and requirements set forth in the updated and approved Resettlement Plan (RP), to the extent it concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the RP. The Contractor shall allocate a budget for compliance with these measures, requirements and actions.</p>	How much budget contractor has to allocate?	The contractor has to assess the requirement
71.	Section 8 , Part B1 - Specific Provisions (Works) GCC-12.3- Evaluation	<p>In item "(a)":</p> <ul style="list-style-type: none"> · substitute "0.25%" in "(ii)" with "2%"; and · Delete "(iii)". 	We request you to retain " 0.25%"the original stipulation of GCC	Not agreed. Provision of bidding document shall prevail.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
72.	Section 8, 8.7		Please modify it with 10% of unexecuted work	Not agreed. The Bid document condition provisions shall prevails
73.	Section 8, 14.3 (c)		Please avoid retention in both part of the project to facilitate the contractor with working capital.	Being Amended. PI refer addendum 1
74.	Section 8, 17.6		There should not be any consequential liability.	Not agreed. The Bid document condition provisions shall prevails
75.	General	Administration role	<i>What will be administration's role against private bore wells? Please confirm.</i>	<i>As per Bihar Municipal Act no new bore well can be dug without permission from GMC. On exiting bore well there is no role of Government.</i>
76.	General	Specific Yield for Tube well	<i>How the contractor will be safe guarded if the yield is not available due to geo-hydrological vagrancy? Please confirm.</i>	<i>If any of the tube well yielding less than expected in the DPR, after development of Tube well, then it shall be considered subject to the condition that the work has been done as per the specification and conditions mentioned in the Bid and prudent engineering practices</i>

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
77.	General	Quality of water for package 1	<i>Who will be responsible if the quality of water is not up to the mark owing to ground water table contamination, particularly arsenic? Please confirm.</i>	<i>The contractor is responsible for maintaining the residual chlorine in the Tube well. If any of the tube well quality is found not suitable for drinking water supply standards, then that tube well shall be discarded and reduction of quantity due to polluted tube well shall be considered.</i>
78.	Detailed Project Report, Executive Summary	Design of Water Supply Scheme	<i>Who will be responsible for water supply in case of design failure? It is to be noted that design is not in the scope of the bidder. Please confirm.</i>	<i>The responsibility of the design shall lie with the employer except the item designed by the contractor as specified in the section 6 . The contractor shall prove that the failure occurred due to design failure. However the contractor shall be held responsible for the failure due to other reasons.</i>
79.	General	Water Tanker services in case in emergency.	<i>In case of emergency tanker service will be provided by whom? Please confirm</i>	Kindly refer para108 of Sec6 (Employer requirement), contractor At the request of the

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
				GMC and as the need arises; the Contractor shall transport water, by water tanker or other means, to the Customers. For that purpose GMC will hand over the existing water tankers to the Contractor. If needed at any time, the contractor shall arrange additional water tankers as required No separate payment will be paid for the additional water tanker engaged.
80.	General	Excavation in Rock	<i>Controlled blasting to be allowed</i>	<i>It shall be considered during execution as per the rules of Government in force.</i>
81.	General	Pre-bid Meeting	<i>We request you to arrange for a 2nd pre bid Meeting to seek more clarifications while doing working after receipt of 1st pre-bid replies and site visit to fine tune the financial and technical bid.</i>	Not agreed. Invitation for Bids and Bidding Document provisions shall prevail.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
82.	General	RFP Submission	<i>Kindly confirm it is Hard copy or Online Submission.</i>	Refer ITB 21.1 of Section 2: BDS. Hard copy submission only allowed
83.	General	Geo-technical Investigation Report	<i>We request you to please provide us the Geo-technical Investigation Report for our study.</i>	Geo-technical Investigation Report shall be provided to the successful bidder only.
84.	General	Land status	<i>Kindly confirm the details of Ownership of Land & current status of the Land Acquisition for major component like...Sump & Pump House, all Reservoirs & Switchyard etc.</i>	No acquisition of private Land is involved for this sub project. For land, NOC has been obtained from competent authorities.
85.	General	ROW	<i>Kindly confirm the details about Right of Way for laying the pipelines. It should be in the scope of Client.</i>	Refer Clause 4.13 of Section 7: GCC which is self-explanatory.
86.	General	No. of Crossings	<i>Kindly confirm us the number of crossings like, Road, Railway, River, Canal, Gas, HT line etc...While laying the pipeline.</i>	The survey has to be done by the contractor before taking up the work. No separate payment will be paid for the surveys. Bidder has to quote the rate accordingly
87.	General	Return of EMD	<i>Kindly confirm us the time frame for returning of the</i>	Refer Clause 19.5 and 19.6 of Section 1: ITB.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<i>EMD to the bidder in case the bid is unsuccessful.</i>	
88.	General	Validity of BG against Performance Security	<p><i>Normally Banks are issuing BG yearly basis and renew the same year wise therefore we request you to please accept and allow successful bidder to submit PBG year wise.</i></p> <p><i>Please accept and confirm.</i></p>	Not agreed. Bidding Document provisions shall prevail.
89.	General	Sales Tax	<p><i>Price is inclusive of all taxes and duties.</i></p> <p><i>Normally purchase tax are inclusive in BOQ rate but what about sales tax like "VAT" whether it is applicable on works / Job contract?</i></p> <p><i>Is it extra or BOQ rate is inclusive of VAT?</i></p> <p><i>Please confirm.</i></p>	BOQ rate shall be inclusive of all taxes.
90.	General	Exemption on Taxes and Duties	<i>Please confirm us whether "<u>Exemption</u>" on Excise Duty & Service Tax is available or not.</i>	Being amended. Please refer Addendum 1. If any exemption is available, the benefit shall go to employer. The

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
				contractor shall include all taxes in his rate.
91.	General	Service Tax	<i>If the Service Tax is not applicable for the project, then please confirm whether It is applicable on "Only Services like Survey, SIP & Design Charges" or not? Please review and Confirm.</i>	Service tax shall be applicable as per prevailing rules.
92.	General	VAT & Entry tax	<i>Is there any possibility of VAT & Entry tax exemptions for the Project? Please confirm.</i>	No possibility of giving exemption to VAT & Entry Tax.
93.	General	Works Contract	<i>Is there any possibility of lower (VAT) Works contract composition rate for the contract? Please confirm.</i>	No possibility of lower rate.
94.	General	Excise / Customs duty exemption certificates	<i>How much time BUIDCo shall take for issuance/endorsement of Excise/Customs duty exemption certificates? In case there is delay despite having urgency, then can BUIDCo reimburse such Excise duties/customs duties paid by contractor? Please confirm.</i>	ITB Clause 14.7 of Section 2: BDS is self-explanatory. No limit has been fixed for issue of Essentiality Certificate. The amount shall be passed on to the employer.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
95.	General	Excise Duty Exemption	<p><i>If Excise Duty exemption routed through EPC company during construction period, then materials can be purchased against "C" form against sales tax 2% only. But if Materials purchased directly from SPV company then "C" form benefits are not gettable.</i></p> <p><i>Please review and confirm.</i></p>	Excise Duty exemption shall be admissible as per prevailing notification mentioned in Clause 14.7 ITB and benefits go the employer.
96.	General	Royalty	<p><i>Please confirm is there any Royalty is payable on Minerals?</i></p>	Refer Clause 7.8 of Section 7: GCC. The Contractor shall pay all royalties, rents and other payments for natural Materials obtained from outside the Site.
97.	General	Type of Entity during Construction and Operation Phase of Contract.	<p><i>Please confirm the "Type of Entity" that is required during Construction & Operation of the project, after award of contract, since the same couldn't be found in the entire bid documents.</i></p>	Bidding Document provisions shall prevail. Refer Clause 4 of Section 1: ITB.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p><i>Further, if there is no such specific requirement by BUIDCO on the type of entity, then we shall better go with LLP i.e. LIMITED LIABILITY PARTNERSHIP AGREEMENT. Please confirm.</i></p>	
98.	General	<p>The General Conditions shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Multilateral Development Bank Harmonized Edition, prepared by the Fédération Internationale des Ingénieurs-Conseil, or FIDIC (FIDIC MDB Harmonized Construction Contract) available at FIDIC MDB June 2010.</p>	<p><i>Considering the thrust of the contract is to improve service delivery, i.e. on Operations of the system, it would have been appropriate to use FIDIC Gold Book, as the current GCC does not cover operations part.</i></p> <p><i>Kindly clarify.</i></p>	<p>The Operations service conditions are already incorporated in Section 8 Part B 2.</p>
99.	General	Deputation Employees	<p><i>Kindly provide details of the Deputation Employees:</i></p> <ul style="list-style-type: none"> ▪ <i>Name</i> ▪ <i>Current Organization</i> ▪ <i>Designation</i> ▪ <i>Qualification</i> ▪ <i>Service, number of years</i> 	<p>For taking over of existing water supply system, 6 months period is available from the commencement date. The desired details shall be made available during</p>

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<ul style="list-style-type: none"> ▪ <i>Service period left</i> ▪ <i>Date of Birth</i> ▪ <i>Date of joining current organization</i> ▪ <i>Current profile</i> <i>Complete curriculum vitae of the said personnel; etc.</i>	taking over the existing scheme.
100	General	Right of way Right of Use	We request you to confirm that Right of way & Right of use shall be in Client's scope. Please Confirm	Refer Clause 4.13 of Section 7: GCC which is self-explanatory
101	General	House Service Connections	The no. of connection is mentioned as 10,000 only, this will serve less population. We request you to amend this as 3Lakh individuals instead of 10, 00 no. of house connections.	Not agreed provision of bidding document shall prevail.
102	General	Escalation factor	There is no escalation factor given in the tender documents to update the values of projects/works executed in last 7years to the level of present financial year. In the general practice of all tenders it is incorporate the updating clause with the rate of at least 5% minimum.	Being amended. Please refer Addendum 1.
103	General	Payment terms	Payment terms are not given please provide the detailed payment terms breakup. We request you to please	Being amended. Please refer Addendum 1.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			provide the detailed payment breakup for all pipes, Electro mechanical items & civil structures	
104	General	Drawings	Please provide the L section drawings.	It shall be provided to the successful bidders
105	General	Scope of work	We request you to kindly define the detailed scope of work under this contract.	Scope of the work is defined in Section 6.
106	General	Revenue collection	Please clarify whither revenue collection is in the bidders scope or in client scope.	Refer Para 120 of Sec 6(Employer requirement) Which reads as "The Contractor will, one year from the Operation Service Commencement Date, assume full responsibility for billings and collection in the Service Area for and on behalf of and as an agent of GMC".
107	General	Site Visit	Since it is high value prestigious job, we request you to kindly make the site visit mandatory for the participant bidder and get their visit certified by the respective of engineer in	It is duty of the contractor to ascertain the details from field by field visit, before participating in the Tender. Bidding document provision shall prevail.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>charge. This certificate of site visit from EIC should be compulsorily submitted with the bid otherwise the bid should not be considered.</p> <p>This will enable the entire prospective bidder to understand the site conditions properly & make out cost effective & sound bid.</p>	
108	General	Extension of Bid submission date	<p>Since the tender envisages construction and maintenance contract, minimum lead time is required for compilation of the bid including vendor negotiation, vetting of costing, collection of data etc. Therefore we request you to kindly extend the due date of submission at least by one (1) Month from the current date of submission i.e. 05.12.2016</p>	Being amended. Please refer Addendum 1.
109	DPR /Specification General- Drawings	Drawings	<p>1) Please provide legible copies of the drawings 2) Please provide drawings of the existing network of the water supply system</p>	The drawing shall be uploaded in the web site.
110	Extension of due date		We request you to kindly extend the due date of submission by 3 weeks from the current due date.	Being amended. Please refer Addendum 1.

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
111	General- BOQ given in PDF format in Tender document		Please provide BOQ in Excel format for our easy working. However we will submit the Price bid as per the Bid document without any change in the content.	BOQ in Excel format shall be uploaded in the web site. However the contractor shall submit the Price bid as per the Bid document without any change in the content
112	Estimation - SOR		Please confirm that the estimation is based on the latest SOR of Bihar.	The latest SOR of Bihar including SOR of other states such as DSR, Rudip, rates are considered.
113	Right Of Way to site		Please confirm that the work sites under the scope of this package are free from any encumbrances ,NOC is available and ROW can be given to the contractor at the start of the project.	Refer Clause 4.13 of Section 7: GCC which is self-explanatory.
114	Site condition : Ramshila hills		1. In Ramshilla Hills where a new Storage Reservoir has to be constructed , there is no approach road . It seems Head carry is the only method for carrying the construction. Please confirm. 2.The space earmarked for the new Storage reservoir is	The material required for construction shall be carried to the reservoir site by head load only. Sufficient space available for construction of GLSR and laying pipe line. It shall be responsibility of the employer to providing

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>not sufficient and more space has to be created by displacing the people residing around there. Also for Pipe alignment, some people have to be displaced on both side of the piping corridor on the hill. Please confirm:</p>	<p>land for construction and laying the pipeline.</p>
115	Site Condition - Delha		<p>1. Enroute from Ramshila to Delha Resorvoir site, there is 1 railways crossing near Cotton Mill (Gaya Patna rail line) . Pipe lines have to cross the same. Please inform whether the same is taken care in the BOQ/Estimation. 2.At Delha Resorvoir (1.5ML) site , no proper approach road is available for carrying construction material. Please confirm whether approach road has to be made and the acquired land /govt land is available</p>	<p>1.PL Refer BOQ Bill No 12.2. 2. Government land is available for approach.</p>
116	Site condition : Budwa Mahdeo		<p>Here temporary approach road has to be made , please confirm that and the</p>	<p>Approach land is available.</p>

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			acquired land /govt land is available for the purpose.	
117	Site Condition - Dandibagh		Here some existing pump houses have to be refurbished, some are to be demolished and new ones have to be constructed. Some people are dwelling inside the pump house. Please confirm that the sites will be cleared by the department and any issue arising because of the displacement will be taken care by the department.	The pump operator residing in the pump room shall be vacated by the GMC.
118	Site condition- Brahmayoni hills		Around 200-250 mtrs temporary approach road has to be made during construction of the Reservoirs .Please confirm whether cost provision made in the BOQ /estimation	The material required for construction shall be carried to the reservoir site by head load only
119	Revenue collection by the contractor as per water meter reading during O & M period.		Normally it is done by the department. We request you to kindly delete this from Contractor's scope.	Not agreed. Bid document provisions shall prevails
120	1.3		DPR is prepared without carrying out some very essential studies like HGI,	DPR is not part of Bid document. For better understanding the

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			mapping of House Service connections, condition of existing network, energy audit, flow and pressure parameters etc. In such case, how the BUIDCo ensures that data value provided in DPR are in permissible accuracy of bidding cost estimation. Can it be an event of compensation, if data provided in DPR varies more than 5% to the actual existed on site?	project it was provided. Only Bid document conditions prevails.
121	1.3		What hypothesis is considered by BUIDCo that targeted performances in various phases are achievable by contractor based on consultant proposed DMA design and Hydraulic models	Design responsibility lies with the employer except the items designed by the contractor and the construction responsibility lies with the contractor. If there is any construction failure, the contractor shall be responsible.
122	2.1		There is huge gap between served house hold and number of house hold. It indicates that there are huge numbers of unauthorized	All the existing house hold connections shall be shifted to newly constructed distribution network. As per Bid

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			connections and alternatively served water connections. In such case whether contractor is responsible to provide house service connections to all households in DMA irrespective of their water service status.	document the contractor has to provide 75,000 house service connections including shifting of existing connections.
123	2.1		What are the present bylaws of water connection approval, tariff, disconnection, authorization, metering, documentation etc.? Which agency is responsible for improvement/managing the bylaws	For water tariff In line with the Bihar Municipal Act (2007, amended 2013) and as per Notice of the Urban Development and Housing Department (UD&HD), GoB, number. 3/UG-Reforms-10/12 – 1250 dated 12-07-2013 (see paragraph 6 [Supplementary Information]) metered and volumetric pricing will be introduced. To this effect the Contractor shall, based on general policies to be developed and notified by GMC:

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
				.GMC is responsible for improvement/managing bye- laws.
124	3.2(iii)		What is the basis of selecting year 1982 for replacement of distribution pipeline and how to identify the same?	Old pipelines needs replacement. It shall be provided in the drawing.
125	3.2(iv)		Which agency will decide the water tariffs?	GoB shall decide water Tariffs and GMC will implement.
126	7.2		Some tubewell are as old as 50 years, What is the condition of casing pipes of these tubewells, During development, if casing pipe is damaged due to high pressure air then who will bear the cost for new replacemnt tubewell or replacemnet of casing pipe as applicable.	Utmost care shall be taken by the contractor for maintaining the same status of structure while doing the development of the tube well.
127	7.2		Is there any technological restriction on transmitting of data from AMR meter? Like GSM, RF, manual etc.	Please refer Bid dcoument
128	7.3		Proposed Combined transformer for all 5 tubewells in Dandibagh may affect the water production	Provision for Standby transformers also provided in the BOQ

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			of all tubewells due to any electrical fault in transformer. How the performance impact will be adjusted due to it.	
129	11.1		What factors are considered during demarcation of DMA boundaries? Whether it includes existing network complexities, hidden pipe inter-linkings, condition of existing pipes, design carrying capacity of existing pipe, topographical levels, existing water storage and transmission infrastructures, socio economical living standard of society, consumption pattern, consumer classifications like industrial, commercial and domestic, metering etc.	DMA boundaries already done. The contractor has to execute as per the construction drawings supplied to him.
130	11.2		Whether hydraulic model considers the increased transition consumption from intermittent to 24x7	The Distribution network has been design for 24x7.
131	12		Service connection arrangement is unclear, it contains service gate valve in street under a valve	The contractor has to execute the work as per the construction drawings provided to

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>surface box which prone to theft and damage. Please replace it with standard design with hole on distribution pipe top (prevent chocking of meter and ferrule), flow regulator provide ferrule and saddle, MDPE pipe for underground works, GI pipe for upper ground works, ball valve, meter with box and terminated with anti- theft cock.</p>	<p>him. This shall be considered during execution.</p>
132	13.1		<p>As designs are done by consultant, contractor should not be made responsible for performance of the system if it is not demonstrated.</p>	<p>Design responsibility lies with the employer except the items designed by the contractor and the construction responsibility lies with the contractor. If there is any construction failure, the contractor shall be responsible.</p>
133	13		<p>FIDIC contracting system is used for the contracting, Kindly clarify that all other provisions of FIDIC like dispute resolution, force Majeure, events of</p>	<p>The General Conditions shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the</p>

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>compensations and defaults, extra claims, exit clause, variation for additional and excess items (BOQ) etc. are applicable until other provisions of these clauses are not specified in the RFP.</p>	<p>Employer, Multilateral Development Bank Harmonized Edition, prepared by the Fédération Internationale des Ingénieurs-Conseil, or FIDIC (FIDIC MDB Harmonized Construction Contract) available at FIDIC MDB June 2010. It is clarify that all other provisions of FIDIC like dispute resolution, force Majeure, events of compensations and defaults, extra claims, exit clause, variation for additional and excess items (BOQ) etc. are applicable. Until other provisions of these clauses are not specified in the in sec 8PCC of the contract.</p>
134	13.1		<p>For piping, HSC, tubewell, pumping machinery, Scada, software etc. works; 70% of</p>	<p>Being amended. PI refer addendum 1</p>

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>payment of composite items in BOQ shall be made just after delivery of material for supply items in BOQ. 15% payment should be paid after installation and remaining after commissioning of laid system, It should not be connected with DMA work completion.</p>	
135			<p>What will be the role of existing GMC staff of water management in the project</p>	<p>Kindly refer Sec 6 (Employer requirement) clause 2.7 part 2.2 Deputation of GMC staff. Deputed such number of existing employees of the Water Section or GMC to the Contractor for duties in the Service Area.</p>
136			<p>Is there any social campaign initiated for the project. A campaign lead by GMC Should be initiated for this purpose</p>	<p>Already social campaign done. It is a continuous process throughout the construction period also. During construction period, it lies with the responsibility of the contractor</p>

S N	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
137	Extension of Bid submission date		We kindly request you to allow us extension of dates for submission of bid by 4 weeks after clarification of query raised by all participants	Being ammended. PI refer addendum 1
138	CI 3.4.1, Table Sr. 3 Page 1-55 of vol 2	Proposed Service Storages details	<p>Please clarify whether the proposed new Tube well is in the scope of bidder?</p> <p>We understand that there is no new proposed tube well is in the scope of bidder in this project; only the refurbishment of tube wells is in the scope of bidder. Please confirm.</p>	Proposed Tube wells are in the scope of Package 02.