

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 26 April 2016 at BUIDCo, Patna

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
1.	Page No. 3-7 Section 3 – Evaluation and Qualification Criteria 2.4 Construction Experience 2.4.1 Contracts of Similar Size and Nature	Participation in at least two (2) contracts 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 2510million or USD41.83million. The two contracts combined shall at least include the construction of 200km of urban water distribution systems and 20km of DI rising mains (dia≥200mm).	We understand that, cumulative value of two Projects should not be less than INR 2510million or USD41.83million. We request you to kindly change the clause as follows : “Participation in at least two (2) contracts that have been successfully or substantially completed within the last seven (7) years and that are similar to the proposed works, where the value of the Bidder's participation cumulatively <u>exceeds INR 780 million or USD 13.00 million.</u> The two contracts combined shall at least include the construction of <u>100km of urban water distribution systems and 10km of DI rising mains (dia≥ 200mm).</u>	Not agreed. Bidding Document provisions shall prevail.
2.	Page No. 3-8 Section 3 – Evaluation and Qualification Criteria 2.4.2 Experience in Key Activities	2.4.2 Experience in Key Activities 1.Redevlopment of at least 10 tube wells having cumulative production capacity of 15 MLD within the last seven years.	We request you to please modify the clauses as follows: 1. Redevlopment of at least <u>5 Intake Wells / tube wells</u> having cumulative production capacity of <u>5 MLD</u> within the last seven years.	Being amended. Please refer Addendum 1.

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		2. Construction and commissioning of at least 3 Overhead Service Reservoirs of 1 ML capacity each in a single contract within the last seven years.	1. Construction and commissioning of at least <u>2 Overhead Service Reservoirs of 1 ML capacity each in a single or two contracts</u> within the last seven years.	
3.	Page No. 3-8 & 3-9 Section 3 – Evaluation and Qualification Criteria 2.4.2 Experience in Key Activities	Overall management, including technical operations, financial administration and customer relations, of an urban water supply system with a minimum of 25,000 customer connections, for a period of at least two years, within the last seven years. The experience shall include activities in service level improvements as subject of Section 6, Employer's Requirements, such as: a) Continuous 24x7 water supply; b) Providing new consumer connections; c) NRW management; d) Customer complaint management	3. Overall management, including technical operations, financial administration and customer relations, of an urban water supply system with a minimum of <u>8,000 customer connections</u> , for a period of at least two years, within the last seven years. The experience shall include activities in service level improvements as subject of Section 6, Employer's Requirements, such as: a) Continuous 24x7 water supply; b) Providing new consumer connections; c) NRW management; d) Customer complaint management	Not agreed. Bidding Document provisions shall prevail.
		4. Supply of 30,000 Consumer Meters of the type/rating specified within the last seven years, out of which 10,000 should have been supplied in any one of the years and which	4. Supply of <u>20,000 Consumer Meters of the type/rating specified within the last seven years, out of which 7,000 should have been supplied in any one of the years</u> and which are in successful	Not agreed. Bidding Document provisions shall prevail.

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		are in successful operation for at least one year as on the date of bid submission deadline. (This criteria can be met by intended supplier)	operation for at least one year as on the date of bid submission deadline. (This criteria can be met by intended supplier)	
4.	Clause 2, (9.2) Section – 6 Employer Requirements, Volume 1, Page No. 6-7 (228)	9.2 Phase 2 – Operation and Training Phase will take 60months and will include: <ul style="list-style-type: none"> • Operation preparation period (6 months) after which Operation will commence: • of Subpart 4 (54 months) • of Subpart 5 (36 months approximate) • of Subparts 6.1 – 6.30 (45 months approximate) • of Subpart 7 (54 months) 	You have given Defect Liability Period as 365 days (Cl.1.1.3.7, Vol-1, Pg-11 of General Conditions & Part A-Contract Data, Page 8-2 (371)) and Operation & Maintenance period as 60 Months. We understand that the O&M period is including the Defect Liability Period. Please Clarify.	Yes. O&M period is inclusive of Defects notification period.
5.	Clause 14.9 Payment of Retention Money, Page 342 of Volume 1	“When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money estimated final Contract Price”. “Promptly after the by the estimated final Contract Price”.	Releasing Retention Money after issuance of Taking Over Certificate of any Part will affect the Project cash flows and would be strenuous for progress of Project. We, therefore, request you to release the Retention Money against BG, in installments of Rs.25 Lacs accumulated, from time to time.	Not agreed. Bidding Document provisions shall prevail.
6.	Retention Money – O&M - Cl. 1.1.4.11, Part A – Contract Data, Page. No.8-2	“Means the accumulated Retention money For Operations this retention shall be termed as Maintenance Retention Fund”	Similarly, we request you to release the Retention Money deducted during the O&M Period, in tranches of Rs. 5 Lacs each against BG.	Not agreed. Bidding Document provisions shall prevail.

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7.	Vol. I, ITB 22.1	Bid Submission Date	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. Please accept & Confirm.	Not agreed. Invitation for Bids and Bidding Document provisions shall prevail.
8.	General	Pre-bid Meeting	We request you to arrange for a 2nd pre bid meeting so that bidders can get enough time to go through the tender document and get Their queries clarified. Please accept and confirm.	Not agreed. Invitation for Bids and Bidding Document provisions shall prevail.
9.	General	RFP Submission	Kindly confirm it is Hard copy or Online Submission.	Refer ITB 21.1 of Section 2: BDS. Hard copy submission only allowed
10.	General	Geo-technical Investigation Report	We request you to please provide us the Geo-technical Investigation Report for our study.	Geo-technical Investigation Report shall be provided to the successful bidder only.
11.	General	Land status	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.	Land is available.
12.	General	ROW	Kindly confirm the details about Right of Way for laying the pipelines. It should be in the scope of Client.	Refer Clause 4.13 of Section 7: GCC which is self-explanatory.

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13.	General	No. of Crossings	Kindly confirm us the number of crossings like, Road, Railway, River, Canal, Gas, HT line etc...While laying the pipeline.	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.
14.	Section 8, PCC, Cl. 14.2	Advance Payment (Mobilization Advance)	We request you to please provide us "Interest Free" Total Advance Amount. Kindly accept and confirm.	Clause 14.2 of Section 8: PCC is self explanatory.
15.	Section 8, PCC, Cl. 14.3 (c)	Retention Amount	We request you that kindly accept Bank Guarantee equivalent to the full retention amount which will improve bidder's cash flow during contract.	Not agreed. Bidding Document provisions shall prevail.
16.	Section 8, PCC, Cl. 14.3 (cc)	Percentage of withholding on DMA Works	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.	Not agreed. Bidding Document provisions shall prevail.
17.	General	Taxes and Duties	Any increase or new imposition of taxes and duties & other levies shall be reimbursed at actual Kindly accept and confirm.	Not agreed. Bidding Document provisions shall prevail.
18.	General	Exemption on Taxes and Duties	Please confirm us whether " <u>Exemption</u> " on Excise Duty & Service Tax is available or not.	Refer ITB Clause 14.7 of Section 2:BDS.
19.	General	Return of EMD	Kindly confirm us the time frame for returning of the EMD to the bidder in case the bid is unsuccessful.	Refer Clause 19.5 and 19.6 of Section 1: ITB.
20.	General	Excise Duty Exemption	If Excise Duty exemption routed through EPC company during construction period, then	Excise Duty exemption shall be admissible as per prevailing notification mentioned in Clause

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			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. Please review and confirm.	14.7 ITB. Quoted rates shall be excluding exise duty.
21.	Section 1- ITB, Cl. No. 19.3 & FIDIC Conditions, Cl. 4.2	Bank Guarantee against Performance Security & Bid Security	Apart from Reputable Bank, we request you to please allow issuance of BG from following banks as well Like IDBI/HDFC /ICICI/Axis banks/ING Vysya Banks etc... Please accept and confirm.	All banks listed under Schedule B of RBI are eligible.
22.	General	Validity of BG against Performance Security	Normally Banks are issuing BG yearly and renew the same year wise therefore we request you to please accept and allow successful bidder to submit PBG year wise. Please accept and confirm.	Not agreed. Bidding Document provisions shall prevail.
23.	General	Sales Tax	Price is inclusive of all taxes and duties. Normally purchase tax are inclusive in BOQ rate but what about sales tax like "VAT" whether it is applicable on works / Job contract? Is it extra or BOQ rate is inclusive of VAT? Please confirm.	BOQ rate shall be inclusive of all taxes.
24.	General	Service Tax	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.	Service tax shall be applicable as per prevailing rules.

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25.	General	Taxes & Duties	Please confirm about Funding from ADB whether it is already got credited to BUIDCO or under process. In case there is no final ADB loan approval, then all taxation & duties cost implications to be borne and reimbursed by BUIDco. Please confirm.	This loan is in the form of Multi trench financing facility. The GWSP1 package is under Trench-2. Trench 2 is under process and the procurement of this sub project is under retroactive financing after NOC from ADB and DEA-GOI.
26.	General	VAT & Entry tax	Is there any possibility of VAT & Entry tax exemptions for the Project? Please confirm.	No possibility of such exemption.
27.	General	Works Contract	Is there any possibility of lower (VAT) Works contract composition rate for the contract? Please confirm.	No possibility of such exemption.
28.	General	Excise / Customs duty exemption certificates	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.	ITB Clause 14.7 of Section 2: BDS is self explanatory. No limit has been fixed for issue of Essentiality Certificate. The amount shall not be reimbursed. Quoted rates shall be excluding exise duty.
29.	General	Royalty	Please confirm is there any Royalty is payable on Minerals?	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.
30.	Section 8, PCC, Insurance	Project Insurance Cost	Please confirm Project Insurance cost is the part of BOQ or Client is responsible for paying the premium?	Insurance cost shall deemed to have been included in the quoted rates. It will not be reimbursed.

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31.	Section 8, PCC, Insurance	Loss due to Natural Calamities	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?	The contractor shall take suitable insurance policy to cover all such risks.
32.	Section 8, PCC & FIDIC Terms & Conditions, Cl. 18, Insurance	Insurance Requirement	Please confirm the sum insured limits for the following... 1) Third party liability insurance cover is asked for unlimited no of occurrences. There would be an overall capping of Rs 25 Crores in CAR/EAR policy. For additional limits separate CGL policy has to be taken. 2) Reinstatement value of the existing operational assets. 3) Professional Indemnity.	Bidding Document provisions shall prevail.
33.	General	Type of Entity during Construction and Operation Phase of Contract.	Please confirm the "Type of Entity" that is required during Construction & Operation of the project, after award of contract, since the same couldn't been found in the entire bid documents. 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.	Bidding Document provisions shall prevail. Refer Clause 4 of Section 1: ITB.
34.	Vol.I, Section 3, Qualification Criteria	Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies,	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. Kindly note that	Not agreed. Bidding Document provisions shall prevail.

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		<p>subsidiaries or affiliates, that must satisfy the qualification criteria described below.</p>	<p>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 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.</p> <p>Kindly modify the Clause as: <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, which would be controlling more than 51% equity stake of the Bidder (the "Holding Company"); and</u> b) <u>For the purpose of the demonstrating the Construction Experience, as stipulated in Clause 2.4 below, the</u></p>	

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			<p><u>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 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></p>	
35.	Point 1.1 (2) Preamble of Section 6	Package 2 will provide new water source works and transmission mains for the 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	<p>The Target Performance Standards, 6.1 of Section 6, does not exempt Package 1 Contractor for non-availability of treated Bulk Water from Package 2. Kindly clarify on:</p> <p>a) 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.;</p>	The contractor will be responsible for the earmarked quantity of package 01.

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		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.	<ul style="list-style-type: none"> b) The impact on remuneration of Package 1 Contractor; and c) The remedy available for the Package 1 Contractor in such situation. Please Review and Confirm.	
36.	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	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). 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. What is the remedy available for the Package 1 Contractor, if in case the Employer fails to maintain the treated bulk water quality in accordance with the CPHEEO norms? Please Review and Confirm.	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.
37.	General	The General Conditions shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Multilateral	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. Kindly clarify.	The Operations service conditions are already incorporated in Section 8 Part B 2.

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		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.		
38.	Section 8, PCC, GCC Clause 4.7	Setting out	This provision is contradictory to the Target Performance Parameter 6.1 for New Distribution Network – Completed DMAs, Section 6. Please Review and Confirm.	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.
39.	FIDIC Conditions, GCC Clause 7.7	Ownership of Plant and Materials	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” Please accept and Confirm.	Not agreed. Bidding Document provisions shall prevail.
40.	FIDIC Conditions, GCC Clause, GCC Clause 11.3	Extension of Defects Notification Period	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.	Not agreed. Bidding Document provisions shall prevail.
41.	FIDIC Conditions, GCC Clause 15.4	Payment after Termination	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.	Not agreed. Bidding Document provisions shall prevail.

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42.	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 work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.	Kindly clarify, in such situation, how Contractor will get paid. Please Confirm.	Nothing can be said at this stage.
43.	Vol. I, Section 8, PCC, Part B1 – Specific Provisions (Works)	1.1.3.2.1 Contract Completion Date	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 Please Confirm.	Bidding Document provisions shall prevail.
44.	Vol. I, Section 8, PCC, Part B1 – Specific Provisions (Works)	6.25 Resettlement	This is a risk for the Contractor, and this should be Employer's responsibility. Please accept and Confirm.	Not agreed. Bidding Document provisions shall prevail.
45.	Vol. I, Section 8, PCC, Part B2 – Specific Provisions(Operations)	1.9 Failure to Reach Minimum Service Levels	If the cause of the failure lies with the Employer then, a) The respective Target Performance Standard should be waived off for the Contractor and should be considered as complied; and	Not agreed. Bidding Document provisions shall prevail.

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			<p>b) The Employer should not terminate the Contract even in case of failure continues for more than 84 days. Please accept and Confirm.</p>	
46.	General	Deputation Employees	<p>Kindly provide details of the Deputation Employees:</p> <ul style="list-style-type: none"> ▪ Name ▪ Current Organization ▪ Designation ▪ Qualification ▪ Service, number of years ▪ Service period left ▪ Date of Birth ▪ Date of joining current organization ▪ Current profile ▪ Complete curriculum vitae of the said personnel; etc. 	<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 taking over the existing scheme.</p>
47.	Section 1, clause 2	<p>The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued</p>	<p>It is mentioned that borrower has applied for or received financing. Please confirm that loan has been sanctioned for the entire project duration.</p>	<p>This loan is in the form of Multi trench financing facility. The GWSP1 package is under Trench-2. Trench 2 is under process and the procurement of this sub project is under retroactive financing after NOC from ADB and DEA-GOI.</p>
48.	Section1, clause 15.4	<p>The rates of exchange to be used by the bidder for currency conversion during bid preparation shall be the selling rates for similar transactions</p>	<p>No currency exchange risk is borne by the bidder. Please clarify escalation clause, if any applicable on the bid prices quoted in foreign currency, eg. USD or Euro.</p>	<p>Please refer ITB Section 1 Clause 15.4.</p>

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		prevailing on the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. If exchange rates are not so published for certain currencies, the bidder shall state the rates used and the source. Bidders should note that for the purpose of payments, the exchange rates confirmed by the source specified in the BDS as the selling rates prevailing 28 days prior to the deadline for submission of bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the bidder		
49.	Section 1, clause 19.3	If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee; (b) an irrevocable letter of credit; or (c) a cashier's or certified check.	Bid security: Please confirm if the bid security in the form of guarantee could be accepted issued by a non banking financial institution eg. Infrastructure Leasing & Financial services Limited, Mumbai.	Not agreed. Bid security issued by only Banks shall be accepted.
50.	Section1, clause 19.8	The Bid Security or Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.	<i>"The Bid Security or Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid"</i> Please confirm if the Bid security issued in two parts in the name of JV by two partners of JV is ok. On partner being local and other partner a foreign partner.	The bid security shall be in the name of JV or intended JV only. Bid security in parts is permissible subject compliance of other relevant provisions of Bidding Document.
51.	Section 1, ITB clause 41.2	Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute	Please confirm that performance security could be provided in two parts, arranged	Not agreed. Bidding Document provisions shall prevail.

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		sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.	from two partners as per requirement of clause 41.2	
52.	General	Special Purpose Vehicle	Please confirm whether incorporation of Special Purpose Vehicle is applicable for this project?	Requirement of SPV is not envisaged in this contract package. Bidding Document provisions shall prevail.
53.	Section 2, ITB 4.1	JV partner	Please specify requirement if any on percentage of shares in JV or by each partner of JV. Also clarify max number of partners permissible in the JV. Kindly also clarify applicable lock in period for dilution of shares of the partners in the JV.	Each JV Partner shall satisfy the minimum requirement (Individually and combined) as mentioned in Section 3: EQC. Refer above clarification also.
54.	Section 1, clause 25.1	Bid Opening	<i>The employer shall open the bids in public.</i> Since two copies of bid is to be submitted, please confirm that both copies of the price bid shall be sealed duly signed by the bidders on the day of submission and shall be opened together on the date of price bid opening. Alternately we suggest that only one copy of price bid may be submitted. Other documents may be submitted in duplicate.	Both, original and copy, shall be opened together at the time of bid opening.

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55.	Section1, clause 41.2	Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily	<i>Employer may award the contract to the next lowest evaluated bidder.</i> Please indicate the circumstances when employer may not award to the next lowest bidder.	The clause 41.2 is self-explanatory.
56.	Section 2, clause ITB 14.7	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder	<i>Certain tax and duty exemptions are available.</i> Please confirm that no service tax shall be applicable on the foreign currency portion of bid prices for work done overseas	Only the Excise and Custom Duty exemptions as mentioned in the Clause 14.7 of Section 2: BDS, shall be admissible. Quoted rates shall be excluding excise duty
57.	Section 3, clause 2	Qualification	<i>Legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.</i> Please confirm that bidder shall not be allowed to utilize experience of its wholly owned SPV/subsidiary.	Clause2 of Section3: EQC is self-explanatory.
58.	Section 3, clause 2.4.1	<i>Construction Experience</i>	<i>The two contracts combined shall at least include the construction of 200 kms of urban water distribution system and 20 kms of DI rising mains.</i>	Not agreed. Bidding Document provisions shall prevail.

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			For the rising mains, we request that MS may also be permitted apart from DI. Confirm that all material of construction shall be permitted for distribution system qualification.	
59.	Section 3, clause 2.4.2(3)	<i>Construction Experience</i>	<i>Operations experience may be complied by a specialized sub contractor.</i> We request that since operations experience is key to success of 24x7 water supply, the experience may be met only by the bidder only in line with other 24x7 projects including all projects concluded in the last 2 years by the world Bank. This is so as sub contractors for not part of the bidder and not accountable to the client contractually.	Not agreed. Bidding Document provisions shall prevail.
60.	NIT, item 7	Bid submission date	<i>Bid submission on 25th May 2016.</i> Considering the complexity in engineering and costing for such integrated project and syndication of the same with overseas partner, it is requested to provide at least 6 weeks time for submission of the bid from the date of release of pre bid clarification points. This time is required to submit a competitive bid please.	Not agreed. Invitation for Bids and Bidding Document provisions shall prevail.
61.	Section 1, ITB clause 14.5	Indices and their weightage	It is mentioned that employer may require bidder to justify its proposed indices and weightage. We suggest that for uniformity and transparency, the indices and their weightage be defined which is common for all bidders.	The Indices and their weightage has already been specified in the Section 8, PCC Part C Schedules.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
62.	Section 1, ITB clause 14.7	Duties and taxes	Please confirm that changes in rate of duties, taxes and other levies from 28 days prior to bid submission to date of execution of work due to change in law or government notification shall be paid extra by BUIDCo.	May kindly refer Clause 13.7 of Section 7: GCC.
63.	Part 1, vol 1, section 4, Letter of tech bid	Authorized person signing the Bid	Please confirm that for a JV it would be ok to sign as Ram Kumar Rajan In the capacity of Authorised representative of Lead Member Duly authorised to sign the Bid for and on behalf of Consortium of XYZ Ltd, ABC Ltd and TUV Ltd.	The authorized person signing the Bid on behalf of the JV must be authorized by all the JV partners legally.
64.	General	Formats of Power of Attorney and Joint Biding agreement	Please provide the formats of Power of Attorney and Joint Bidding Agreement in case of Joint Venture	Bidder may use appropriate formats as per prevailing commercial practices.
65.	Part 1, vol 1, section 4, FIN 5	Line of credit	Line of credit by Bank is generally issued for a particular company and generally not for a consortium which is not incorporated and may not even have a joint account. Accordingly, we suggest that the Line of credit be provided by all members in proportion to share in JV. However, LOC could mention that the said party is bidding on the Project as member of consortium consisting of XYZ etc.	Yes. Revolving line of credit facility shall be in the name of respective JV partners.
66.	Part 1, Vol 1, section 3, FIN 5	Line of credit	Other than Bank, kindly accept Line of credit from financial institution viz. Infrastructure Leasing & Financial services etc	Not agreed. Bidding Document provisions shall prevail.
67.	Section 4 - FIN 3 and FIN 4 and FIN 5	Line of credit	FIN 3 and FIN 4 and FIN 5 in Section 4 (Bidding forms) require line of credit from a	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			reputed bank. This may be amended to include Parent Company's revolving LOC as well	
68.	Section 1 - ITB, D: Evaluation and Comparison of Bids, Pg 1-15	Methodology for Technical evaluation	Kindly clarify the methodology for Technical evaluation and threshold marks for qualification.	Bid shall be evaluated on the basis of Bidders responsiveness against evaluation and qualification criteria mentioned in the section 3.
69.	Vol-III-IEE, Cl 9 & Table 2: Detail of requirement of NOC and status	NOC Details for Forest land	It is mentioned that first level of NOC is obtained from forest/museum dept are completed and the final clearance is to be obtained. We understood that the same is in BUIDCo's scope and is under progress. Please confirm.	Yes. Confirmed.
70.	Instructions To Bidder (ITB 9.1)	Bid Security Amonut	The Bidder shall furnish a bid security in the amount of INR 63.00 million or USD 1.05 million . The bid security amount appears to be very high in relation to the size of the project. It is requested that the Bid Security amount be kept at INR 20 million.	Not agreed. Bidding Document provisions shall prevail.
71.	Part – C- Schedule (3) Price adjustment for Payment for Works (Part 1)	Price adjustment for payment for works	The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, $P_n = a + b (L_n/L_o) + c (C_n/C_o) + d (S_n/S_o) + e(O_n/O_o)$ "Lo", "Co", "So", and "Oo" The formula for Price adjustment in Payment for works has indices for Labour (L),	Being amended. Please refer Addendum 1.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>Cement(C), Ferrous Metal (S), Other Materials (O) with weightage index of b,c,d,e respectively. However, as per the "Table of Adjustment Data for Payment of works" the weightage index for L, C,S,O are a,b,d,g.</p> <p>(i) There is a mismatch in the weightage indices for fixed as well as variable components between the formula and the table</p> <p>(ii) The weightages of the indices in the table includes components like HDPE (H), Pumps and Machinery (PM) with weightages of 0.20 and 0.05. The same is not part of the adjustment formula and the total weightages do not add up to 1 in the formula.</p> <p>Please clarify the above.</p>	
72.	Schedule - C, 4 – Payment for Operations (Part 2)	Payment for operations	<p>"4.2.1. The payments for Operations are paid on a calendar quarterly basis". Request the Operations payments are also to be made monthly.</p>	Not agreed. Bidding Document provisions shall prevail.
73.	Schedule - C, 5 – Price adjustments for payment of operations	Price Adjustment for payment of operation	<p>"The price Adjustment for payment of operations shall be as per the formula Pn= a + b (Ln/Lo)"</p> <p>Here, as per the formula, the price adjustment is applicable only on the Labour component. However, the operations price include Material component like chemicals etc, which is not included in the adjustment formula</p>	Being amended. Please refer Addendum 1.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			Request the formula for Adjustment to be in line with the Table A2 (Tables of Adjustment Data for Payment of Operation Services, Section 4, Technical proposal of Instructions to Bidders) and include adjustments for both the Material and Labour components.	
74.	13.7 Adjustments for Changes in Legislation	Change in Tax due to change in Law	<p>“The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract”.</p> <p>Please confirm that the Change in Law also includes Change in Tax.</p>	May kindly refer Clause 13.7 of Section 7: GCC.
75.	Preamble to BOQ; 1.8 Contract Price 2 nd para	Insurance reimbursement	<p>“The rates quoted in the schedule shall be the all inclusive value for the work described and be deemed to include for all the Contractor’s liabilities and obligations and all risks set forth or implied in the document and all matters and things necessary for the proper construction, of the Works including surveying, setting out, plant, labour, supervisor, materials, erection, maintenance, insurance, profit, taxes and duties together with all general</p>	No reimbursement shall be paid. Being amended. Please refer Addendum 1 in this regard.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>risks liabilities and obligations set out or implied in the Contract.</p> <p>The contractor will have to ensure all his equipment/machinery, staff including skilled and unskilled labour and protection against damages to third party for which he will have to provide insurance policies to cover up all of above, and will be reimbursed on production of actual payment receipts”</p> <p>The Contract price as per the definition includes Insurance. However, in the subsequent paragraph the Contractor is required to keep in force the insurance from third party damages for equipment/ machinery, labour etc and the payment to the Contractor for the same is as reimbursement against the payment receipts.</p> <p>Kindly confirm that the Contractor would be reimbursed for all the insurances obtained for the Project.</p>	
76.	General	Details of existing and proposed water supply system	We request GMC to provide necessary information /data about the existing and proposed Water Supply System in soft copies/hard copies.	The details available in the DPR of the project which is available online on website of BUIDCo.
77.	General	Schedule of rate 2016-17	Kindly furnish schedule of rates for the year of 2016 – 17 and Geotechnical Reports of the project if any.	It will be made available to the successful Bidder. Schedule of rate 2016-17 is not available at present.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
78.	General	Geo technical information for railway crossing	We request to GMC to provide geotechnical information for Railway Crossing & Trenchless area.	Geo-technical survey has to be done by the contractor.
79.	General	Drawing of House service connection	Please provide Typical Drawings for House service connection	Drawings shall be uploaded.
80.	General	Right of way	It is presumed that the employer will provide all RoW, Utility shifting and R&R (Resettlement & Rehabilitation) with permission/approvals and cost for all inside/outside site.	Kindly refer RP Document and Section 6 of Bidding Document. ROW will be provided as per Clause 4.13 of Section 7: GCC.
81.	Vol-1 pg no. 234 of 400- clause.38	SLD drawing	Reference SLD is requested since specifications mentions as per SLD	Drawings will be uploaded.
82.	General	Distance of each tube well from control room	At 5 tube wells near Dhandibagh area are proposed to operate centrally in a control room, distance of each tube well from control room is required to calculate the cable length.	The Bidder has to make his own assessment.
83.	Vol-1 Bidding document- 4-10	SCADA BOQ missing	As mentioned Bill no: 15-SCADA and automation work is missing in BOQ. Please provide system architecture for PLC and SCADA	Being provided. Please refer Addendum 1 in this regard. For system architecture refer technical specification part2 volume 2 of Bid
84.	Volume I –Section –Bill No 2 ,2.1	Strengthening of GLSR	Strengthening of GLSR – Any report available on strengthening may be shared.	No such report available.
85.	Volume 2 Section 6, Clause 2.6.5 . Refer BOQ item 2.1.41, 2.2.15, 7.1.33, 7.2.33.1	Bulk water meters	As per Clause 2.6.5 of Section 6, It is indicated BFM shall be installed 17 nos Service Reservoir at Inlet & outlet. So 34 nos shall be required. But in BOQ total number shown only 32 nos. Clarification required on number of BFM.	32 Nos Bulk Flow Meters shall be installed in the monitoring stations. Separate BOQ item is available for Service Reservoir sites.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
86.	Volume 2 Section 3 clause 3.4.1	Land for reservoirs	We presume that land is available for construction of proposed 6 nos of ESR & 3 nos of GLSR. If not available it will be provided by the employer.	Land for all reservoirs sites are available and shall be provided to the contractor by the employer for construction.
87.	Volume 1 – clause 2.6 - Part 2.1 - Operation Services	Supply of water through tankers	At the request of the 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. It is also presumed that water will be provided at free of cost by GMC. Please provide consumption details in LPCD for supply through tankers.	The existing water supply system shall be handed over to the contractor. It will be contractor's responsibility to supply the water to the consumers as per State of Bihar policy and decision by GMC.
88.	Volume 1 – section 6 – clause No 108	Water Tanker	Kindly provide the details of water tankers for example 1. No. of tanker 2. Capacity of the water tanker 3. Type of vehicle 4. Condition of vehicle 5. Vehicle maintenance history for last 2 years	The Tankers available in GMC 4000 litre capacity – 15 Nos (new) 3600 litre capacity – 16 Nos (old) Tractor New – 11 Nos Old – 1 Nos. Further details shall be provided at the time of taking over the existing scheme.
89.	2.7 -Part 2.2 – Deputation and Training of GMC Staff	Deputation personnel	It is states that” The tentative list of Deputation Personnel which would be available to the Contractor at the start of the Operation Services is provided in Annex A of Schedule 2. Annexure A of schedule 2 is not provided in the tender documents. Kindly provide the same.	The use of GMC staff for Operations service and their terms and conditions are mentioned in the same clause. The Deputation personnel list will be provided to the Successful bidder while taking over of the existing scheme

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			Kindly confirm whether GMC staff should be considered in our O&M? If so please provide the terms and condition such as payment, no of staff, period of deputation etc.	
90.	Volume 1 – clause 2 – scope of work – figure 2.1.1 - schematization of Project implementation	Operation of existing distribution network	As per the graph “Operation of existing distribution network – end date of month is 42 month. We assumed all 30 DMAs (ie 75,000 HSC) under 24x7 O&M is from 42 month to 60 month (ie 1.5 years only) kindly confirm.	As soon as the DMA is completed, the contractor has to maintain the DMA from the day it is commissioned.
91.	Volume 1 – clause 4 - Payments for Operations (Part 2)	Payment for operations	It is mentioned that “O&M Payment as follows $MP_{p\&t} = R_{p\&t} \cdot (80\% + 20\% \cdot P_{p\&t})$ $MP_{edn} = (N-X) \cdot R_{edn} \cdot (80\% + 20\% \cdot P_{edn})$ $MP_{dma} = X \cdot R_{dma} \cdot (80\% + 20\% \cdot P_{dma})$ It is assumed 80% of quoted price is fixed payment and 20% is performance based payment. Kindly confirm.	Yes. Confirmed.
92.	Volume 1 – Section 6 – S.No 96 – public stand post	Meter consumption charges for Public stand post	It is assumed that meter consumption charges for all public stand posts shall be borne by the employer. Kindly confirm.	It will be as State and GMC policy.
93.	BOQ No 42 – construction of new pump house cum chloronome	Capacities of Chlorinator	Provide the capacities and quantity (Working and standby) of the electro chlorination plant or bidder free to do the design of electro chlorination capacity as per bid specification. Kindly clarify.	The capacities and quantities of the Electro- chlorinators are provided in BOQ Item No. 14.12 of Bill No 14.
94.	Volume 1 – clause 2.6.1 – Water Quality	Water quality	Water quality on most of the tube wells, turbidity and alkalinity is not meeting with standards as per CPHEEO Norms. Since tube wells water quality is not in	Not agreed. Bidding Document provisions shall prevail. The CPHEEO norms have to be met

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			contractors control contractor responsible for 20% of weightage on performance is not genuine. Hence to be deleted.	and payment will be made as per Bidding Document provisions.
95.	Further Queries	General	Kindly provide us height of the overhead tank (existing & proposed)	The height of tank (existing & proposed) details available in the DPR which is uploaded along with Bid
96.		General	Kindly provide us the length of the existing transmission main	The existing transmission main length also available in the DPR
97.	General	You are requested to inform us about the project cost for the tender "Improvement of Water Supply for Gaya Municipal Corporation"		The project cost is not disclosed in the bidding documents under ADB funded projects.
98.	-	Joint venture	Please clarify the permissible number of partner in joint venture.	There is no such provision.
99.	1.1.3.7, COC/FIDIC	Defect Notification Period	Form the referred clause, we understand that the defect notification period is 365 days and it will commence after completion of part I: Work i.e 42 months from date of commencement of work. Kindly confirm if our understanding is correct.	The defect notification period shall commence from the date of taking-over of respective Sections of works.
100.	-	Extension of Bid Submission Date	In view of extensive scope of work, we request you to kindly extend the last date of bid submission at least by 4 weeks. Please consider and confirm.	Not agreed. Invitation for Bids and Bidding Document provisions shall prevail.
101.	14.3(C), Section 8	Retention Money	As per referred clause, we understand that retention money of 5% of contract amount will be collected form the interim payment	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			certificate for Part I & II. As the performance security is already furnished by bidder, hence it is requested to kindly delete this clause to enable better cash flow.	
102.	-	Retention money	We request you to permit us to submit upfront bank guarantee in lieu of cash retention from our running account bills. Please consider and confirm.	Not agreed. Bidding Document provisions shall prevail.
103.	14.9 and 3.9, Section 8	Release of Retention money	Form the referred clause, it is not clear how the retention money accumulated towards "work" and "maintenance retention fund" will be released to the contractor. Kindly clarify.	Please refer Clause 3.4 of Part B2, of Section 8.
104.	-	Soft copy of BoQ	We request you to provide bidder with soft copy of BoQ to enable to fill the rates.	Soft copy of BOQ cannot be provided. Bidder has to use BOQ downloaded from BUIDCo's website.
105.	11.3 (d) , Section 2	ITB 11.3(d)	The clause ITB 11.3 (d) is not available in instructions to bidders. However it is included in Bid Data sheet. We presume that it is typographical error. Hence, request you to issue necessary amendment.	Being amended. Please refer Addendum 1 in this regard.
106.	8.7& 14.15(b) , Section 8	Delay damages for the works	As per referred clause, it is mentioned that "Delay damages for Part 1 (Works) are 0.05% of contract value for part- I (Works) per day". We understand that delay damages shall be accounted over the value of balance work. Please confirm.	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
107.	14.6, Section 8	Minimum Amount of interim Certificate	As per referred clause, it is mentioned that <i>"Minimum Amount of Interim payment shall be 2% of contract value for Part 1"</i> , considering the requirement of cash flows, we request you to reduce the amount from 2% to 0.5% of the contract amount of Part1.	Please refer Addendum 1 in this regard
108.	1.9.b, Section 8	Failure to reach minimum service levels	As per referred clause, it is mentioned that <i>"if the cause of failure lies with the contractor, then the Contractor shall pay the employer operation performance damages of 0.5% of the contract value for part-II (operations) per day"</i> . We understand that delay damages of 0.5% of the contract price for part-II (operations) per day shall be accounted over the value of minimum service level which is not achieved as per the contract. Please confirm.	The delay damages shall be on the contract price for Part 2 and not on the value of minimum service level which is not achieved as per the contract.
109.	1.9.b, Section 8	Failure to reach minimum service levels	We understand that the operation performance damages are only applicable for specific service level which is not achieved for the given period. Kindly confirm if our understanding is correct.	Delay damages will be for total contract price for Part 2.
110.	-	Limitation of Liquidated damage	We presume that overall Liquidated damage cap for complete contract period is 10% of contract value. Kindly confirm if our understanding is correct.	Liquidated damage cap for Part 1 of the contract is 10%.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
111.	-	Liquidated Damages	We understand that, on completion of entire project and achieving the final milestone within the given stipulated time, all the Delay Liquidated Damage (if any) which was imposed earlier, will be refunded back to the contractor. Kindly confirm.	Shall be as per contract provisions.
112.	17.6, Section 8	Total Liability of the contractor	We request you to kindly limit the Maximum total liability of the contractor to 10% of contract value. Kindly consider and confirm.	It as per standard bidding document of ADB and as per prevailing practice in India for similar projects.
113.	4.a, Section 8	Risk and Responsibility	As per the referred clause, it is mentioned that <i>"All risks resulting or arising from design, material are under the contractor liability during the operation period"</i> . It is our understanding that the design & material specifications are under the scope of employer. Hence, the contractor shall not be held liable for the risk arising from design & material. Please confirm.	Being amended. Please refer Addendum 1.
114.	Part C Schedule, Section 8	Indices for Price Adjustment	As per referred clause, we understand that index for resin is not available in the website of Reserve Bank of India. Kindly confirm and provide appropriate name of commodity.	Please refer Clause 13.8 Section 7: GCC. In case, if source is in doubt it will be determined by Engineer.
115.	-	Payment terms	We request you to kindly provide bidder with payment terms for all items under the contract.	Payment terms are defined under Section 8.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
116.	-	Extra Item	We understand that items which are not covered under BoQ will be paid separately to the contractor as per mutually agreed rate. Kindly confirm.	It will as per the condition of the contract
117.	7, Section 6	Personnel Requirement	In the referred clause, positions for serial No. 5 & 6 are missing. Please provide the same.	S.No 5 & 6 is not required and have left blank.
118.	2.6.2, Section 6	Bill collection	From the referred clause, we understand that billing and collection is responsibility of contractor. We request you to exclude the responsibility of collection form the contractor's scope as same practice being followed across the contracts. Kindly consider and confirm.	Not agreed. Bidding Document provisions shall prevail.
119.	2.8.171, Section 6	Expected Water fees to be collected	As per referred clause, it is mentioned that contactor will prepare and submit the expected water fees to be collected annually. However, it is not practical to predict collection fees. Kindly exclude the same from the scope of contractor.	Not agreed. Bidding Document provisions shall prevail.
120.	4.2.1 (B) , Section 8	Payment for Operation & Maintenance	As per referred clause, it is mentioned that, MPedn = the quarterly payment for O&M of production and transmission Pedn = the evaluated quarterly performance in O&M of production and transmission as..... It is our understanding that the above shall be read as	Being amended. Please refer Addendum 1.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>MPedn = the quarterly payment for O&M of existing distribution network.</p> <p>Pedn = the evaluated quarterly performance in O&M of existing distribution network.....</p> <p>Please confirm.</p>	
121.	Technical specification part 1 volume 2 9.5.1.1.3 Page 255	Functional Guarantee	<p>In the referred clause, it is mentioned that <i>“If during Performance Guarantee Tests, the discharge and energy power consumption of any of the pumps are found to be lesser than the guaranteed figures specified in Technical Schedule Section VII B; Volume 4, the Contractor shall make such changes, modifications and/or additions as may be necessary and shall arrange for the tests to be repeated at his own cost and expense to achieve the guaranteed performance. If, after such corrective measures, the pump is still unable to achieve the guaranteed figures within the allowable tolerance, the Engineer shall reject the pump”</i>. In the referred document volume 4 is missing. Hence, request you to provide the same.</p>	Being amended. Please refer Addendum 1.
122.	9.5.1.1.3 (ii) , Section 2 Volume 2	Liquidated Damages	<p>As per the referred clause, we understand that <i>“If during Performance Guarantee Tests, the discharge and energy power consumption of any of the pumps are found to be lesser than the guaranteed figures specified in Technical</i></p>	Being amended. Please refer Addendum 1. Technical schedule is added as Annexure to Volume 1 section 4A

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<i>Schedule Section VII B; Volume 4, the contractor shall pay liquidated damages as mentioned in Schedule VIII Functional Guarantees, Section IV (Table 1 (D)) (Part 1) relating to each pump set installed". In the referred document volume 4 is missing. Hence, request you to provide the same.</i>	
123.	6.5 6.8.5, Section 2, Volume 2	Drawings and Data	In the referred clause 6.5, it is mentioned that <i>"All Drawings, data, technical particulars, calculations, detailed literature, catalogues, test certificates etc. shall be submitted by the contractor after award of contract"</i> . Whereas in clause 6.8.5 it mentioned that <i>"All Drawings, data, technical particulars, calculations, detailed literature, catalogues, test certificates etc shall be submitted by the contractor along with the bid as well as after award of contract"</i> . Kindly clarify which clause will prevail.	Clause 6.5 shall be adopted. Clause 6.8.5 being deleted from Volume 2. Please refer Addendum 1. In this regard
124.	1.2 Subsection 1, Voume 2 and 10.3 Section 6	Completion time for refurbishment of Tube wells	As per the referred clause 1.2 (Sub section-1) in Vol-2, work related to refurbishment of tube wells shall be completed within 18 Months. However as per clause 10.3 (Section-6) in Vol-1, it is 12 Months form the initial take over date. There is discrepancy in referred clauses. Kindly clarify. Also elaborate on initial take over date.	Being amended. Please refer Addendum 1.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
125.	Table 3.1 Target Performance Standards, Section 6	Parameter 4.1 Efficiency in water production	As per referred clause, transmission losses between tube well & DMA shall be 0.5% which is not practical. Whereas, CPHEEO manual allows transmission loss upto 3%. We request you to relax the target service level for the transmission losses between Tubes well and DMA as 3%. Please consider and confirm.	Not agreed. Bidding Document provisions shall prevail.
126.	Table 3.1 Target Performance Standards, Section 6	Parameter 6.3 Level of Water loss	As per referred clause, allowable water loss in DMA is "less than 5%", which is not practical. Whereas, CPHEEO manual allows level of water losses in a distribution system upto 15%. We request to consider the same.	Not agreed. Bidding Document provisions shall prevail.
127.	Table 3.2 Minimum Service Levels, Section 6	Power consumption	As per referred clause, it is mentioned that, "Contractor shall ensure that power consumed per unit of water produced at the commencement of Operation's services of existing system shall not be exceeded at any time of operations period. For this purpose Contractor shall determine the existing power consumption per unit of water produced for the whole town by actual measurement during preparatory period of 6 months." However, the power consumption is depends on the availability of water i.e. yield of each tube well, which varies seasonally. We request you to increase the measurement period to 1 year covering all seasons as against 6 months	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			mentioned as per tender. Kindly consider and confirm.	
128.	2.5.6.98, Section 6	Illegal Connections.	As per referred clause, we understand that the procedure referred in the specified clause implies for the illegal connection on retained pipes. Please confirm.	Any service connection on retained pipe or new pipes, without permission of GMC, shall be treated as illegal connection.
129.	2.6.5.144.7, Section 6	Design of SCADA	As per referred clause, it is mentioned that the SCADA system shall be expandable to include the bulk flow meters to be installed under Package 2 of the Gaya Water Supply Project. We request you to provide the details of Flow Meters & Pressure monitoring station envisaged in Package 2 that is expected to be integrated in this project.	Details of package 02 shall be provided to the successful bidder.
130.	2.7.164, Section 6	Class room trained Staff	As per referred clause, the contractor will organize and pay for the costs of participation of class room trained staff in official in certified Indian Examination Institutions. Please clarify on the definition of "certified Indian Examination Institutions".	Training may be done in work shop or ITI /Polytechnic of Gaya and there will be no examination.
131.	4.2, 4.3, 11.3, Subsection 1, Part 1 Works	Survey & Executive Design & Project Implementation Arrangements	From referred clauses 4.2 & 11.3, we understand that design and estimation is under the scope of design consultants and contractor shall verify the drawings to undertake the construction. Whereas, as per clause 4.3, it is mentioned that, "The Contractor shall assume all responsibilities for	Design will be prepared by Employer through its consultant. It is not in the scope of Contractor.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<i>the making of estimates of the sizes, kinds and quantities of materials and equipment".</i> We request you to clarify on the same.	
132.	A.10, Introduction, Volume 3	Relocation	Please elaborate on present status of relocation of nine dwelling units and one staff quarter at Ramshilla hill.	Kindly refer RP given Section 6 Annexure 2.
133.	C.55 Table-1, Introduction, Volume 3	NOC	We request you to provide the present status of NOCs from State Forest Department, DFO Gaya for construction of reservoirs at Ramshilla hills & Brahmayoni hills.	The first level of NOC is received from Forest Department.
134.	C.59, Introduction, Volume 3	Power Supply	As per referred clause, it is inferred that actual water received from tube wells is very less when comparing with the yielding capacity due to low voltage, fluctuation in power supply. It is expected that the employer shall provide continuous uninterrupted power supply to the tube wells to ensure 24x7 water supply. Please confirm.	The GMC shall provide continuous uninterrupted power supply through power distribution company.
135.	C.68, Introduction, Volume 3 & Bill No.9, Section 4, Volume 1	Public Stand Posts	As per the clause C.68 of Vol-3, 1074 public stand posts are presently in use. As per Vol-1, Bill No.9, these public stand posts are to be disconnected. As this is socially sensitive issue, it is expected that the approval of GMC municipal Council shall be obtained for disconnection. Please confirm.	Disconnections shall be as per the direction of GMC.
136.	C.69, Introduction, Volume 3	Consumer Connections	As per the referred clause, total no. of House service connections presently exist are about	These are approximate figures. All necessary surveys have to be

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
	& Bill No.8		29000 only. But as per Vol-1, Bill No.8, contractor has to provide 75000 House service connections which are 2.5 times more than existing connection Nos. whether any consumer survey has already been conducted to arrive at the numbers. If so, we request you to share the data.	conducted by Contractor. BOQ Item No 8.2 of Bill No. 8: House Service Connections; includes consumer surveys.
137.	Bill No.8, Item No.8.2, Section 4, Volume 1	House Service Connections	From the referred clause we understand that the word "Multiset" is typographical error and the same shall be replaced by the word "Multijet". Also, AMR type water meters to be procured are of the same size of house service connection proposed. Please confirm.	Being amended. Please refer Addendum 1. In this regard
138.	Bill No.10, Item No.10, Section 4, Volume 1	Monitoring Station	It is our understanding that, the required power connection for the proposed RTU is provided by the client. Please confirm. Please provide the design drawings for Flow monitoring and Pressure Monitoring stations if it is available with department.	The contractor shall get the power connection. The fees paid to the power distribution company in the name of GMC and shall be reimbursed from provisional sum.
139.	1.1.3 Specific Objectives, Section 6, Volume 1	Responding to complaints & resolving those Complaints	It is observed that Complaint Redressal System is not covered under the BoQ items provided under Section-4, Bidding Forms (Price). Kindly confirm & provide the same in BoQ. Also, we request you to provide the methodology and items / components under "responding to complaints & resolving those	The cost of redressal system shall be included in the O&M cost. No separate payment shall be paid.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			complaints" for a better understanding of the scope.	
140.	2.1.1 8.2.1 Components and phasing of Project, , Section 6, Volume 1	Operation Services	As per referred clause, it is mentioned that, ".....technical operation and maintenance of the water supply facilities, Operation Services also includes management, administration, financial operations and customer relations." Kindly elaborate the scope under "Financial Operations".	The financial operation includes the preparation and distribution of consumer bills and collection of water charges and depositing with GMC including its accounting and auditing.
141.	2.3.21, Section 6, Volume 1	Staff to be posted with Contractor	We request you to provide the details (like Nos, workmanship details etc.) of staff to be posted with the contractor during operation phase.	The desired details shall be made available during taking over the existing scheme.
142.	2.4.28, Section 6, Volume 1	Design Changes	Kindly clarify on how the Contractor shall be compensated for the delay in approvals from ADB on account of EMP and RP issues.	It will be decided as per Contract conditions.
143.	2.5.3.2.64, Section 6, Volume 1	No. of connections per DMA	In the referred clause, it is mentioned that each DMA shall include 1300 to 4500 house service connection. But, As per industry practice each DMA consists of 1000 to 2500 connections. This may pose problems from implementation and Operation point of view. Kindly consider lesser range of connections for each DMA.	Not agreed. Bidding Document provisions shall prevail.
144.	2.5.3.2.68, Section 6, Volume 1	Consumer Water Connection Survey	As per the referred clause, the contractor shall undertake a consumer survey but same is not	All necessary surveys have to be conducted by Contractor. BOQ

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			mentioned in the BoQ. As this survey involves substantial cost, we request you include the same in the BoQ along with numbers.	Item No 8.2 of Bill No. 8: House Service Connections; includes consumer surveys.
145.	2.5.4.88, Section 6, Volume 1	Target level of Water loss	As per referred clause, we understand that the target level of water loss is 5%. However as per CPHEEO Guidelines, the allowable water loss from source to the customer is 15%. Hence we request you to modify the target level of water loss to 15% against 5% in tender.	Not agreed. Bidding Document provisions shall prevail.
146.	2.3.88.1, Section 6, Volume 1	Flow Measurement	We request you to provide the time interval for flow measurement to be undertaken during a 24 hour period.	Flow measurement shall be on continuous basis.
147.	2.5.6.97, Section 6, Volume 1	Bulk water supply connections	As per referred clause, we understand that for bulk water supply connections of sizes higher than 25mm dia, the responsibility for procurement lies with the consumer whereas the responsibility of installation is with the contractor. We request you to include the responsibility of providing saddles, service pipe, water meter and stop cock as per specifications in the scope of contractor including installation, which in turn will avoid the delays in implementation.	As per BOQ and drawings , the responsibility upto 50mm dia, saddle, service pipe, water meter and stop cock shall be provided by the contractor.
148.	Bill No.12 Item No.12.1, 12.2, Section 4, Volume 1	Road / Railway Crossings through trench less technology	It is our understanding that, the deposits towards the NH / Railways crossings shall be paid by the Employer. Please confirm.	Deposits, if any, for National Highways/Railways crossings work shall be paid by Contractor

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
				and shall be reimbursed through provisional sum.
149.	5.8, Section 4, Volume 1	Class of Ductile iron pipe	As per the referred BoQ item no 5.8, both class of Ductile iron Pipes have been mentioned in the description of item. Kindly clarify the class of DI pipe to be provided.	Being amended. Please refer Addendum 1.
150.	1.5.3, Subsection 1, Volume 2	Details of VT pumps to be provided	As per the referred clause, the bidder should provide details of pumps operated for more than 5000 hrs. of operation along with the bid in section 4 schedules, however no provision has been provided in the section 4 to enclose the same. Kindly clarify.	Technical Schedule being provided. Please refer Addendum 1. However, BOQ item No 13.1 prescribes the pump capacity
151.	-	Technical Specifications	We request you to provide the detailed technical specifications of RCC Pipes & house service connections.	Being provided. Please refer Addendum 1.
152.	4.5.16 Subsection 1 Part 1 (Works), Volume 2	HDPE Pipe Bedding	As per referred clause, the bedding in hard rock area shall be of M15 grade of concrete of 15 cm thick or sand bedding of 20 cm. Please confirm the type of Bedding to be adopted for HDPE pipe.	Sand bedding of 20 cm shall be provided.
153.	4.5.22 Subsection 1 Part 1 (Works), Volume 2	Testing Facility for HDPE Pipes	As per the referred clause, the contractor shall set-up as testing facility for HDPE pipes in Gaya city. Kindly allow testing of HDPE pipe by any approved laboratory as cost of setting of the facility is high. Please confirm.	Agreed. But the testing lab has to be approved by the engineer in charge.
154.	2.5.4.82, Section 6, Volume 1	Discarded Pipe line	As per referred clause, the old discarded pipe line shall be left open at both ends (not	The discarded pipe line shall be left open at both ends.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>plugged) to ensure that it is not brought back into service." Please confirm the discarded pipe lines shall remain in the ground with both ends open.</p> <p>In this regard, it is our understanding that employer will provide bidder with encumbrance free right of way along with all permissions and clearances from respective department for laying of new pipeline in replacement of old pipeline. Kindly confirm.</p>	
155.	2.5.3.1.59, Section 6, Volume 1	Metallic ribbon for non-Metallic components	As per the referred clause, we understand that metallic ribbon should be provided for all Non-metallic pipelines or underground Components. But the same has not been mentioned in the price bid and detailed technical specifications. Kindly clarify.	Cost of providing metallic ribbon for non metallic pipes is included in the cost of pipes.
156.	2.5.1.35 Section 6, Volume 1 & Bill No.13, Item No.13.3, Section 4, Volume 1	No. of Submersible pump sets	As per the referred clause, contractor has to install 29 new pumps in the tube wells with standby (29 + 5 = 34). However, as per Item No.13.3 of BoQ, only 24 Pump sets with standby are provided (24+5=29). Please clarify.	Vertical turbine pumpset 5 Nos also to be provided in 5 Tube wells, Remaining 24 Tube wells shall be provided with 24 Submersible pumps with 5 standby pumps.
157.	Bill No.5, Item No.5.8 & Bill No.6, Item No.6.8 Section 4, Volume 1	DI pipes for Transmission System & DI pipes for Distribution System	As per referred items, it is mentioned that "..... including disinfecting C.I. water mains.....". We presume that the statement given is a typographical error and the same shall be replaced by ""..... including	Being amended. Please refer Addendum 1 in this regard.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<i>disinfecting D.I. water mains.....</i> " Please confirm.	
158.	Bill No.6, Item No.6.9.2, Section 4, Volume 1	HDPE pipes for Specials	We request you to provide bidder with the type of specials to be used i.e. electro-fusion specials or Normal specials.	Electro fusion specials shall be used.
159.	Bill No.6, Item No.6.9.1, Section 4, Volume 1	HDPE pipes for Distribution System	Considering the stability / leak proofing of Joint, we request to you to amend the type of joint from butt fusion to electro-fusion joint. Kindly consider and confirm.	Being amended. Please refer Addendum 1 in this regard.
160.	Bill No.6, Item No.6.22, Section 4, Volume 1	Decommissioning of old existing pipe lines	We understand that old existing pipe lines shall be replaced with new pipe line of same diameter. Please confirm.	The existing old pipe line shall be replaced with new pipe line of the size as per the design
161.	Table 2.5.2, Section 6, Volume 1	Equipping of existing GLSR	As per referred table, it is mentioned that one GLSR (Shringhsthan) has to be equipped. However, this is not explicitly mentioned in the BoQ. Kindly confirm and provide the same in BoQ.	Refer Addendum 1 in this regard
162.	Bill No.5, Item No.5.8, Section 4, Volume 1	DI pipe laying for Rising Main	As per referred clause, it is presumed that the cost of jointing using rubber rings is also included in the item. Please confirm	Yes. Confirmed.
163.	Bill No.5, Item No.5.10 & Bill No.6, Item No.6.10, Section 4, Volume 1	Specials required for proposed DI Pipes	As per referred item, DI K-12 specials have to be provided. However, only DI K-7/K-9 Specials are available in India. Please confirm. Also, considering the uniformity and availability, we request you to modify the material of proposed specials from CI to DI. Please consider & confirm.	Being amended. Please refer Addendum 1.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
164.	Bill No.5, Item No.5.10 & Bill No.6, Item No.6.10, Section 4, Volume 1	Specials required for proposed DI Pipes	From the referred clause we understand that "excluding cost of specials" is a typographical error. Please confirm.	Being amended. Please refer Addendum 1.
165.	Bill No.5, Item No.5.11, Section 4, Volume 1	Jointing DI Pipes	As per referred item, we presume that D-Joint Class-15 is proposed for laying of DI pipes on Pedestals (above ground level). Please Confirm.	D Joints shall be provided near the specials in the pipe line and also in the pedestal portions
166.	BoQ Item No. 13.3, Section 4, Volume 1	Details of Submersible Pumps	As per referred clause, we understand that the size of pump houses (3.65m x 3m x 4m) include space for electro- chlorination system. Kindly confirm if our understanding is correct.	Yes. Confirmed.
167.	BoQ Item No.4.2, Section 4, Volume 1	Construction of new pump house	Kindly clarify whether the size (3.65 x 3.0 x 4.0 m) given for pump house is including the space for electro-chlorination system.	Yes. Confirmed.
168.	Bill No- 02, 05, 06, 07, 13, Section 4, Volume 1	Pressure Rating of Valves	As per the referred clause, we presume that PN rating of Valves Shall be of PN 1/PN 1.6. Kindly Confirm.	Rating of valve shall be PN 1.6.
169.	89, Volume 3	Table 11 : Efficiency	As per the referred clause, we understand that Submersible Pumps to be supplied with a minimum efficiency of 80%. Kindly note that this efficiency cannot be guaranteed. Hence, request you to amend the design criteria.	Being amended. Please refer Addendum 1.
170.	118, Table 16, Volume 3 & 2.6.1.112 Section Volume 1	Physico-chemical and biological test Reports	From Table 16, it is clear that for the Tube wells at Panchaitika Akra and Manpur, Azad Park and Delha TDS is about 1500 mg/l which is above acceptable limit. Similarly for Tube	After development, testing of the samples, if any of the parameters are exceeds the standards and are beyond the control of the

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			<p>wells at Azad Park and Delha, Hardness and Alkalinity are more than acceptable limits.</p> <p>As per the employer's requirements, the contractor shall supply treated water that complies with CPHEEO norms.</p> <p>However as per the proposed scheme the Tube well water is directly supplied to the ELSR with proper chlorination only. Under these circumstances, appropriate treatment plant may be required to comply with CPHEEO standards. Please Clarify.</p>	<p>contractor, due consideration will be given.</p>
171.	<p>43, Section 6, Volume 1</p> <p>1.16, Subsection 1, Volume 2</p>	Chlorine dosage	<p>In the referred clause 43, "<i>The dosage of chlorine in the Tube well is mentioned as 2mg/l</i>". Whereas in the clause 1.16, "<i>The dosage of chlorine in the tube well is mentioned as 3mg/l</i>". There is discrepancy in the above two clauses regarding dosage of chlorine. Kindly clarify.</p>	<p>Being amended. Please refer Addendum 1. In this regard.</p>
172.	<p>14.12, Section 4, Volume 1</p> <p>&</p> <p>43, Section 6, Volume 1</p>	Chlorinator capacity	<p>In the referred clause 43 it is mentioned "<i>the minimum capacity of electro chlorinator shall be 1kg/hr</i>". Whereas as in the referred BOQ item 14.12 the chlorinator capacities mentioned as 1.5kg/hr., 1.0kg/hr., 0.75kg/hr., 0.50kg/hr., 0.35kg/hr., 0.25kg/hr.. Above clauses are contradictory to each other. Kindly clarify on capacities of Electro chlorinator to be provided.</p>	<p>As per BOQ item, chlorinator capacities shall be provided.</p>

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
173.	2.6.1 (112) , Section 6, Volume 1	Water Quality	In the referred clause, it is mentioned that <i>"The Contractor shall supply treated water that complies with the CPHEEO norms, presented in Schedule 3 of Section 8 [Particular Conditions of Contract]."</i> Whereas in section 8 schedule 3 is missing. Hence, request you to provide the same.	Being provided. Please refer Addendum 1.
174.	3.6, Technical Specifications, Part 2, Volume 2	Maintenance Report	We request you to provide bidder with name of the approved proprietary CAMM packages.	The contractor to provide CAMM package as approved by the engineer.
175.	14.10, Bill No 14, Volume 1 6.21, Part 1, Volume 2	Cable Conductor Material	The referred section IV clause 14.10 says <i>"Providing /Laying XLPE insulated / P.V.C. sheathed cable of 1.1 KV grade with aluminum conductor"</i> whereas section part 1 clause 6.21 says <i>"cables shall be of copper conductor"</i> As Both the clauses are contradicting with each other. Kindly confirm the actual type of the conductor (aluminum or copper) to be provided under this contract.	Being amended. Please refer Addendum 1.
176.	6.16 & 6.33.2 , Part 1, Volume 2	Motor Starters	From the referred clause, we understand the selection of motor starters shall be as follows: (i) Up to 5 KW : Direct On Line Starter (ii) Above 5 KW & up to 100 KW : Star-delta Starters (iii) Above 100 KW: Soft Starters. Kindly confirm if our understanding is correct.	Yes. Confirmed.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
177.	14.2.2 Bill No 14, Volume 1 6.11.5, Part 1, Volume 2	Busbar Material for Switchgears	The referred section IV clause 14.2.2 says, " <i>HT Panel Bus Bar: 630A color coded heat shrinkable sleeved TP Aluminum (Electrolyte grade) bus bar...</i> " Whereas clause 6.11.5 says " <i>Main bus bar shall be of electrical grade Copper of high conductivity and non-segregated type.</i> " As both the clauses are contradicting with each other, kindly confirm the actual type of bus bar material (Aluminum or copper) to be provided under this contract.	Copper bus bar shall be provided, Being amended. Please refer Addendum 1.
178.	2.5.41, Section 6, Volume 1 & Item No.13.8, Section 4, Volume 1	No. of Pressure Gauges	As per the referred clause, contractor has to provide 37 Nos. of Pressure Gauges. However, as per Item No.13.8, only 29 Nos. of Pressure Gauges are provided. We request you to include the balance pressure gauges in referred BoQ Schedule.	Out of 39 Tube wells 29 Tube wells alone has to be rehabilitated. 29 Pressure Gauges given in BOQ is sufficient.
179.	2.3.42, Section 6, Volume 1	Electronic Water level Gauge	As per referred clause, we understand that each tube well shall be provided with an electronic water level gauge by the contractor. We request you to include the same in BoQ.	Electronic water level gauge is not required. Already ultrasonic sensors are available in BOQ item No 14.5 for ultrasonic level transmitter.
180.	2.5.1 : 42, Section 6, Volume 1 & Item no. 14.15, Section 4, Volume 1	Level measurement in Tube well	From the referred clause we understand that, for level measurement in Tube wells, Level gauge with electronic transmitter facility shall be considered. Whereas in BoQ, S.No 14.15, it is mentioned that Ultrasonic level transmitter	Already available in BOQ item No 14.5 for ultrasonic level transmitter.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			for level measurement in tube wells shall be provided. Since the installation of Ultrasonic level transmitters require obstacle free zone to detect water level, the selection of instrument shall be decided during detailed engineering stage. Please confirm.	
181.	2.3.43, Section 6, Volume 1 & Item No 14.12, Section 4, Volume 1	Electro-chlorinators	As per the referred clause, contractor has to provide 37 Nos. of electro-chlorinators. However, as per Item No.14.12 only 30 Nos. of electro-chlorinators are provided. We request you to include the balance electro-chlorinators in referred BoQ Schedule.	Electro Chlorinator have been provided in the well field. Sufficient chlorinators provided.
182.	2.3.26, Section 6, Volume 1	Supply of software	As per referred clause, it is our understanding that GIS, MIS and Billing software shall be provided by the contractor. We request you to provide the specifications for the above software namely IMIS / ArcGIS / Bentley Water GEMS / AutoCAD modules along with number of licenses / number of years for subscription etc to enable us factor in our pricing. Kindly include the same in the BoQ.	Latest version of the software during supply shall be provided for the period one year after the project completion period. Being provided. Please refer Addendum 1 in this regard.
183.	Pratibha Industries Limited			
184.	ITB, Clause - 19.3	Bank Details for Bid Security Bank Guarantee	Please provide the Bank Name, IFSC code & Branch Address as Dept. of Financial Services, Ministry of Finance Government of India has mandated banks to issue Bank Guarantees	The desired details are: Name of Bank: Allahabad Bank Branch Address: Main Branch, Patna

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			through online facility i.e. SFMS mode used in banking system.	IFSC Code: ALLA0210003 The bidder may opt for their bank to use SFMS mode to issue Bank Guarantees through online facility.
185.	Preamble to BOQ, Clause - 2.1	Provisional Sums	We understand that charges and cost towards shifting of utilities shall be paid through the Provisional Sums. Please confirm.	Bidding Document provisions are self-explanatory.
186.	General Conditions, Clause - 4.13	Rights of Way	We understand that Rights of Way for Laying of Pipelines in the City and any costs associated with the same is in the scope of the Department/Client and all the sites for various works would be provided encroachment-free. Please confirm.	Refer Clause 4.13 of Section 7: GCC which is self-explanatory.
187.	General Conditions, Clause - 14.9	Bank Guarantee for Retention Money deducted through Interim Payment Certificates	We request you to accept Progressive Bank Guarantees for Cash Retention made through each Interim Payment Certificates after accumulation of a certain % of Retention Money.	Not agreed. Bidding Document provisions shall prevail.
188.		Additional Queries	We request you to accept additional technical queries till 15 days prior to the submission date as some critical queries might come up during the estimation of the tender.	Not agreed. Bidding Document provisions shall prevail.
189.		Extension of Submission Date	Since the tender involves an exhaustive scope of work which will require detailed site study and analysis to arrive at a competitive quote, we request you to please extend the submission date at least by 2 weeks from the current date of submission.	Not agreed. Invitation for Bids and Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
190.	BOQ, Sr. No. 1.1	Unit & Quantity for Cleaning of Tube wells	We understand that the quantity for cleaning of tube wells is considering 10hrs for each of the 29 tube wells. Please confirm.	Yes. Confirmed.
191.	BOQ, Sr. No. 1.2	Details of existing Pumping Machinery	Please provide details of existing Pumping Machinery for removal and installation work at the tube well sites.	It shall be provided to successful bidder.
192.	BOQ, Sr. No. 16	Unit & Quantity for Operation Works	Please explain the Unit and Quantity for the Operation Works.	Item under Bill No. 16 is self-explanatory. The units in terms of quarters (comprise of three months).
193.	Employer's Requirement, Clause-5	Drawings	Please provide the drawings as mentioned in the list as there are no drawings given with the tender documents.	Uploaded in the web site
194.	Volume 3	Clear and Legible drawings	We request you to provide clear and legible drawings and layouts which are given in volume-III of tender documents.	Uploaded in the web site
195.	Bill No. 1	Refurbishment of Tube wells	Kindly provide us the reinstallation pump capacity and head.	Pump capacity shall be arrived based on the actual yield in the tube well after development and testing of the tube wells.
196.	Bill No. 13	Mechanical Works	Kindly provide us the existing pump house detail/drawings in which Vertical Turbine pumps is to be installed.	It shall be provided to the successful bidder.
197.	Bill No. 13	Mechanical Works	Kindly provide us the submersible pump capacity and head so that proper pump selection can be done.	Pump capacity shall be arrived based on the actual yield in the tube well after development and testing of the tube wells.
198.	Bill No. 13	Mechanical Works	Kindly provide us the GA drawings where submersible pumps is to be installed.	GA drawings shall be provided to the successful bidders
199.	1.5.5, Part 1 Volume 2	Scope of Works	We understand there is typo error in the tender document. The scope of work is limited	Scope referred here is regarding scope of inspection

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			to the BOQ mentioned in the tender document. Kindly confirm that our understanding is correct.	
200.	General	Single Line Diagram	Kindly provide us the Single Line Diagram.	Drawings uploaded with Bid
201.	General	Approved Vendor List	Kindly provide us the approved vendor list.	There is no list of approved vendors. The bidder/contractor shall consider/propose the best quality makes meeting the prescribed standards and specifications.
202.	14.2 S - 8 PCC Contract Data; Advance Payment	10% of the Accepted Contract Amount payable in two installments in the currencies and proportions in which the Accepted Contract Amount is payable.	We presume that the Advance payment will be interest free kindly confirm and also request you to pay in one installment instead of 2 installments.	Bidding Document provision is self-explanatory. The advance payment is an interest free loan to the Contractor and shall be paid in two equal installments as per provisions.
203.	8.7 S-8 PCC Contract data; Maximum amount of delay damages	10% of the Contract Price for Part 1 [Works].	We request you to reduce from 10% to 5% kindly confirm	Not agreed. Bidding Document provisions shall prevail.
204.	14.6 S-8 PCC Contract Data; Minimum Amount of Interim Payment Certificates	For IPC Part 1 – Works: 2% of the Contract Amount of Part 1.	We request you to remove the clause and make the payment as per progress of the bills submitted.	Amended. Please Refer Addendum 1.
205.	14.7 ITB; Service Tax	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and	We presume that service tax not to be included in quoted price and will be reimbursable at actuals by the client.	Bidding Document provision is self-explanatory. Prices shall be inclusive of all taxes.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
		prices and the total Bid Price submitted by the Bidder.		
206.	3.4 Part B2 – Specific Provisions(Operations); Maintenance Retention Fund	During the Operations Period a Maintenance Retention Fund shall be created by deducting five percent (5%) from the value of each interim payment for Operations, determined by the Engineer	We request you to remove the clause as we are submitting the performance security for O & M also kindly confirm	Not agreed. Bidding Document provisions shall prevail.
207.	4 b) & 2.4; Construction Experience	Participation in at least two (2) contracts 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 2510million or USD41.83million.	We presume that the mentioned value of 2510 Millions is combined value any 2 similar works that have been executed during last 7 years kindly confirm. We also request to modify the PQ criteria for similar works eligibility as 1 work of 80% of the estimated cost or 2 works of 60% estimated cost or 3 works of 40% estimated cost during last 7 years.	IFB and Bidding Document provision is self-explanatory and shall prevail.
208.	4.2 S-8 PCC Contract data; Performance security	The performance security will be in the form of an unconditional bank guarantee in the amount(s) of ten percent (10%) of the Contract Amount, (Part 1 and Part 2) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer.	We request you to reduce the performance security from 10% to 5% of contract value. Please allow us to pay performance guarantee separately for construction cost at the time of the agreement and performance security for O & M cost before commencement of the O & M period kindly confirm	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
209.	ITB 11.2g, BDS	Joint venture agreement	In case if JV it is understood that the Joint venture agreement or a letter a agreement (Intent) between the JV partners is acceptable. Please confirm.	Kindly refer section I, Clause 4.1 ITB Bidding document volume 1.
210.	ITB 14.7, BDS	Exemptions of customs and excise duty	This clause specifies exemptions from Customs and Excise Duty. Externally aided projects also have Service Tax exemptions. Please confirm.	Clause 14.7 stipulates exemption in Customs Duty and Excise Duty only. Rates shall be quoted excluding excise and custom duty.
211.	ITB 20.1, BDS	Number of Copy of Bid for submission	Specifies one copy to be submitted in addition to the original. Please confirm if the bid is to be submitted in one original and one copy i.e. (2 copies in toto)	Bids to be submitted in one original and one copy.
212.	ITB 22.1, 25.1	Office address for bid submission	It is observed that the office of BUIDCo has been shifted. Please confirm the exact Employer's Address for Bid Submission and Bid opening.	There is no change in address for bid submission and bid opening.
213.	ITB 25.1, Section 2:BDS	Electronic bid opening procedure	Electronic Bid opening procedure shall not be applicable. This implies that the bids are to be submitted in hard copies only. Please confirm.	Bidding Document provision is self-explanatory. Bids to be submitted in hard copies only.
214.	2.4.1, Section3:EQC	Qualification criteria	Contracts of similar size and nature: Requirement specifies execution of at least two contracts each of INR 2510 Mn. The EMD amount of the bid is INR 63 Mn. Considering the EMD as 2% the ECV should be around INR 3150 Mn. Normally pre-qualification in execution of one similar work of 80% of ECV is accepted for these projects. Please confirm if the pre requisition is for one or two similar projects.	IFB and Bidding Document provision is self-explanatory. The pre-requisite is experience in two similar projects.
		Qualification criteria	Also certain key quantities execution like 200 Kms of water pipeline with 20 Kms of 200 mm	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			and above Dia. DI line has been asked for in the qualifying projects only. Please accept this qualification in projects other than the financially qualifying projects.	
215.	2.4.2, Section 3: EQC	Experience in key activities	Experience in Key Activities. Please accept experience of specialized subcontractors for all the key activities.	Bidding Document provision is self-explanatory and shall prevail.
216.	1.10 and 1.21, Section 4B: BOQ (Price)	Extra items of work	Clause 1.10 Specifies that the rates quoted include the whole cost of compliance with the provisions of contract and that where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for related items of work. Whereas clause 1.21 speaks that rates for extra items of work will be paid as per rates directed under contract conditions.	Clause 1.10 and 1.21 of section 4B BOQ are self-explanatory.
217.	5, Section 6: ERQ	Responsibility for design	Specifies that the scope described is indicative and the contractor shall carry out independent investigation and verification of project facilities and the designs. No time period nor item under BOQ are given for this. Please provide for at least 3-4 months period for such verification.	Refer Addendum 1.
		Modus operandi	Also please specify the modus operandi for approval of variations both technically and financially, if any.	Refer Clause 13 of Section 7: GCC.
218.	Table 2.6.1, Section 6: ERQ	Tentative staff and training schedule	The table is not readable. Please provide larger image to enable readability.	Table is readable only. If required enlarged size of printout can be taken

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
219.	2.6.4, Section 6: ERQ	MIS and GIS software	MIS and GIS based UMS: For GIS based UMS system, Topo survey and consumer survey is to be carried out to obtain detailed consumer information. Please clarify if this information will be provided by the client as BOQ does not provide any provision for collection of these informations.	All necessary surveys have to be conducted by Contractor. BOQ Item No 8.2 of Bill No. 8: House Service Connections; includes consumer surveys.
220.	4.2 Contract Data, Section 8: PCC	Performance security	Performance Security: Consider 5 % performance security in the form of Bank Guarantee in Place of 10 % as retention money is also proposed to be withheld from the RA bills.	Not agreed. Bidding Document provisions shall prevail.
221.	14.3 C and CC, Contract Data, Section 8: PCC	Retention money	Percentage of retention money: It is proposed to retain 5% of the RA bills both for works and operation as retention money.	Bidding Document provision is self-explanatory and shall prevail.
		Reduction of performance BG	Consider reduction of Performance BG to 5% so that the total performance security and retention will not exceed 10 % to provide for better cash flows on the project.	Not agreed. Bidding Document provisions shall prevail.
		Performance for DMA	Also in addition 20 % of the Value of work in each DMA is proposed to be withheld. Consider not to withhold such additional amounts as PBG and retentions are already in place and this will have a negative impact on the project cash flows	Not agreed. Bidding Document provisions shall prevail.
222.	14.6 and CC, Contract Data, Section 8: PCC	Minimum Billing	Specifies minimum billing for IPC as 2 % of the contract amount for Part 1. Please consider this as 1% in Place of 2%.	Amended. Please Refer Addendum 1 in this regard.
223.		Further Queries:		

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
224.	Clause 2.4.1 (Evaluation and Qualification Criteria)	Qualification criteria	For 20 Kms of DI pipeline, please accept DI pipe laid in distribution network also in addition to the rising mains.	Not agreed. Bidding Document provisions shall prevail.
225.	Clause 2.4.2 (Evaluation and Qualification Criteria)	Qualification criteria	As discussed during meeting please consider removal of qualification under tube wells as this is a small component in the entire project and also getting of JV partners/Qualified sub contractors in this field is difficult as tube wells are mostly obsolete and also this is not an organised sector where in the contractors will have required certificates.	Not agreed. Refer Clause 2.4.2 of Bid Document volume 1
226.	Item no. 6.22 of Bill of Quantities	Decommissioning of old existing pipeline	Decommissioning of Old existing pipeline : Dia wise number of jobs is mentioned. Please provide more clarity as to what would be the minimum/maximum length of pipe required for this purpose location wise if possible.	Details will be provided to successful bidder.
227.	General	Scope for Design	Please confirm on the scope of verification of design and carrying out consumer survey for GIS input. This will have both time and cost implication on the project	Designs will be provided by Engineer. All necessary surveys have to be conducted by Contractor. BOQ Item No 8.2 of Bill No. 8: House Service Connections; includes consumer surveys.
			In the event the verification of design / redesign is not in the bidder's scope, then please confirm as to who will be responsible for the process guarantee	Designs will be provided by Engineer. Suggestion of the contractor will be given due consideration. .
			Bidder cannot guarantee on the yield of the borewells as the scope only involves refurbishment of the borewells. Moreover maintaining the same yield through out the 60	The contractor shall do the pump test in each tube well and arrive a safe yield after refurbishment of tube well. The safe yield arrived

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			month period might not be possible as ground water table is subject to seasonal variations	by the contractor shall be the basis of the quantity supplied during the project period for which the contractor shall be responsible.
			Also the scope of operation involves O&M of existing system also. It is a fact that the actual condition of existing system cannot be assessed and as such the contractor should be resolved from standing guarantee to the existing system and any major repairs to the old system if warranted should be paid extra to the contractor on mutually agreed terms	Not agreed. Bidding Document provisions shall prevail.
228.	Clause 14.9 of Part-B1 Specific Provisions of PCC (Page 8-9)	Retention Money Substitution by a guarantee for the second half of the Retention Money is not allowed.	We request employer to allow substitution by bank guarantee for second half of the Retention Money instead of cash retention for ease of cash flow.	Not agreed. Bidding Document provisions shall prevail.
229.	-	Court/Place of Jurisdiction	Court/Place of Jurisdiction for Contract is absent in the Tender Documents. Kindly clarify.	Place of Courts of Jurisdiction shall be Patna, Bihar.
230.	Clause 14.1 of Part B1 – Specific Provisions (Works) of PCC(Page 8-9)	<i>The last sentence under Clause 14.1 shall not apply:</i> "Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation."	We request employer to provide exemption from the payment of import duties and taxes upon importation of Equipment, including essential spare parts imported by the Contractor for the sole purpose of executing the Contract.	Bidding Document provision is self-explanatory and shall prevail.
231.	Clause 13.8 of Part A – Contract Data of PCC(Page 8-3)	Adjustments for Changes in Cost The Contract "shall be adjustable" during Contract Execution for both Part	Please confirm whether Price Adjustment Clause will be applicable during the extended period of contract for reasons not attributable to contractor.	Bidding Document provision is self-explanatory and shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
		1 (Works) and Part 2 (Operations) as per Schedule 2 [Contractor's Payments] of this PCC.		
232.	Vol I - Sec 3 - Cl. 2.4.1 Similar Nature work Pg. No. 41	<p>As per Tender document: Participation in at least 2 contracts that has been successfully or substantially completed within the last 7 years and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 2510 million i.e. Rs. 251 Cr. or USD 41.83million. The two contracts combined shall at least include the construction of 200 km of urban water distribution systems and 20 km of DI rising mains (dia ≥ 200mm). The similarity of the Bidder's participation shall be based on the physical size, nature of pipeline works, its complexity, methods, technology or other characteristics as described in Section 6, Employer's Requirements. Note :- Substantially completed means the contractor has completed 80% or more value of contract and the facility has been put to use.</p>	<p>We request you to amend as follows: Participation in at least 2 contracts that has been successfully or substantially completed within the last 7 years and that is similar works, where the value of the Bidder's participation exceeds INR 1700 million i.e. Rs. 170 Cr. or USD 28.33 million combined in both contracts. The two contracts combined shall at least include the construction of 200 km of urban water distribution systems (dia. ≥ 90 mm). The similarity of the Bidder's participation shall be "Water Supply projects having components minimum of 2 out of this 5 components as stipulated. Pipelines, Intake, Pumps, GSR/ESR & WTP. Note :- 1. Substantially completed means the contractor has completed 80% or more value of contract and the facility has been put to use. 2. The contracts completed shall be given additional weightage of ten percent per year to bring them to 2015-2016 price level.</p>	Not agreed. Bidding Document provisions shall prevail.
233.	Vol I - Sec 3 - Cl. 2.4.2 Key Activities Pg. No. 42 & 43	<p>As per Tender document: For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities.</p>	<p>We request you to amend as follows: For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities. 1. Redevelopment of at least 10 tube wells having cumulative production capacity of 15 MLD</p>	Not agreed. Refer Clause 2.4.2 of Bid documents volume 1.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
		<p>1. Redevelopment of at least 10 tube wells having cumulative production capacity of 15 MLD within the last 7 years.</p> <p>3. Overall management, including technical operations, financial administration and customer relations, of an urban water supply system with a minimum of 25,000 customer connections, for a period of at least 2 years, within the last 7 years. The experience shall include activities in service level improvements as subject of Section 6, Employer's Requirements, such as:</p> <p>a) Continuous 24x7 water supply;</p> <p>b) Providing new consumer connections;</p> <p>c) NRW management;</p> <p>d) Customer complaint</p>	<p>OR have executed Intake Well of minimum 15 MLD within the last 7 years.</p> <p>3. We request you to delete this point no.3 as there is hardly 1 or 2 bidders in India, having such experience.</p>	
234.	General	Extension of time	Request you to extend the date of submission for at least 4 weeks after receipt of pre-bid clarifications to bidders.	Not agreed. Invitation for Bids and Bidding Document provisions shall prevail.
235.	Volume-1, Section-1, Source of Funds	The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "Funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments	Please confirm that loan has been sanctioned for entire project	This loan is in the form of Multi trench financing facility. The GWSP1 package is under Trench-2. Trench 2 is under process and the procurement of this sub project is under retroactive financing after NOC from ADB and DEA-GOI.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
		under the contract(s) for which this Bidding Document is issued.		
236.	NIT, Point-7	Completed Bids must be delivered at the address below at or before 15:00 hrs on 25 th May, 2016. The Technical Bids will be opened immediately on the same day in the presence of the Bidders' representatives who choose to attend at the Conference hall of BUIDCo at Patna at 15:30 hrs.	Considering the complexity in engineering and costing for such integrated project and syndication of the same with partner, it is requested to provide atleast 4 weeks time for submission the bid from the date of release Prebid clarification.	Not agreed. Invitation for Bids and Bidding Document provisions shall prevail.
237.	Volume-1, Section-6, 2.5.1 works Section-1-water source works point-31	The Contractor shall renovate the 29 tube wells with the aim to achieve the optimal yield from each well.	Authority may have hydro-geological report to support sufficiency of water in tube wells for entire project period. PI confirm and share such report if any.	Geo-technical Investigation Report shall be provided to the successful bidder only.
238.	Volume-1, Section-8, 4.2.1, Methodology for assessing the eligible payments for operations.	The Payment for operation are paid on a calendar quarterly basis.	Kindly change operation payments to monthly basis.	Not agreed. Bidding Document provisions shall prevail.
239.	Volume-2, Sub Section-3, Clause- proposed service Reservoir Storage details	Construction of 6 nos. ESR & 03 nos. GLSR	Please confirm if land is already been acquired/available with authority.	Land for all reservoirs sites are available and shall be provided to the contractor by the employer for construction.
240.	Volume- 1, 206 Part 2.1, 108- Operation Services	At the request of the 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.	Please Provide detail of existing practice and volume of water supplied through tankers. Please provide tankers with vehicles detail as at present in operational condition.	Bidder shall make his own assessment. The existing water supply system shall be handed over to the contractor. It will be contractor's responsibility to supply the water to the

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
				consumers as per the contract provision.
241.	Volume-1 2.7 Part 2.2, Deputation and training of GMC Staff	Posting of Deputation Personnel to the Contractor	Kindly confirm whether GMC staff should be considered in our O&M? Please provide the details	The use of GMC staff for Operations service and their terms and conditions are mentioned in the same clause. The desired details shall be made to the successful bidder.
242.	Volume-1, section 8, 6.25, Resettlement	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	This is a major risk for contractor. This responsibility must be transferred to authority as practiced in similar projects in the country. However, contractor may assist authority for the purpose. Please confirm.	The responsibility of the contractor is only to the extent it concerns impact on affected people during construction period.
243.	Volume3, Table 2: Detail of requirement of NOC and status	Applicable Environmental Regulations	Final Clearance to be obtained and same to be obtained by employer. Please confirm.	Yes. Confirmed.
244.	Volume-1, Section 1, 19.8 Bid Security/ Bid securing declaration	If the JV has not been legally constituted at the time of bidding, The Bid Security or Bid Securing Declaration shall be in the name of	The Bid security shall be permitted to be submitted on the name of lead bidder or any partner of consortium.	The bid security shall be in the name of JV or intended JV only.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
		all future partners as named in the letter of intent mentioned in ITB 4.1		
245.	Volume-1, Section 7, 14.7 (b)	The amount Certified in each payment certificate within 56 days after the engineer receives the statement and supporting documents or; at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy bring rectified in the next payment to the Contractor;	Payment against interim payment certificate should be paid within 30 days as 56 days is too a long period and cash flow o contractor may affected. Kindly amend the clause.	Not agreed. Bidding Document provisions shall prevail.
246.	Volume 1, Section 8, 4.2, Performance security	The performance security will be in the form of an unconditional bank guarantee in the amount(s) if ten percent (10%) of the Contract Amount, (Part 1 and Part 2) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer. If the Bank issuing the Performance Security is located outside India, it shall have a correspondent Financial Institution located in the territory of India to make it enforceable. The	The Performance security may be reduced to 5% for entire period.	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
		Employer shall reduce Performance Security to 5% of the Contract Price on completion of Part 1 of the Contract.		
247.		General	Please provide the formats of power of Attorney & Joint venture agreement	Bidder may use appropriate formats as per prevailing commercial practices.
248.		General	Kindly provide a typical drawing for house service connections.	Drawings uploaded with Bid
249.		General	Near Dhandibagh it is proposed to have five numbers tube wells and to be operated centrally. Please provide distance between all tube wells for calculate the length of power cable and ascertaining the operating cost during operations period.	The Bidder has to make his own assessment.
250.	General	Estimated project valve	Estimated project value is not mentioned in tender documents please mention the same. Please clarify.	The project cost is not disclosed in the bidding documents under ADB funded projects.
251.	General	EMD percentage	What will be EMD percentage on project value? Please clarify.	The project cost is not disclosed in the bidding documents under ADB funded projects.
252.	Clause 2.4 Section 3	Qualification criteria	As per clause no. 2.4 Construction Experience 2.4.1 Contracts of similar size and nature <i>Participation in at least two (2) contracts 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 2510million or USD41.83million.</i>	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
			Two projects INR 2510millionrequire or both the projects values together to be INR 2510million Please clarify.	
253.	Section 3_ Evaluation and Qualification Criteria 2. Qualification	2.3 Financial Requirements 2.3.1 Historical Financial Performance 2.3.2 Average Annual Construction Turnover 2.3.3 Financial Resources Requirement 2.4 Construction Experience 2.4.1 Contracts of Similar Size and Nature 2.4.2 Experience in Key Activities	We understand that Financial Requirement and Construction Experience can be met by Bidders Parent, Subsidiary, SPV, Associate, Affiliate companies. Please confirm?	Bidding Document provisions are self explanatory and shall prevail. It is again clarified that it will be the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries or affiliates that must satisfy the qualification criteria.
254.	Section 3_ Evaluation and Qualification Criteria 2. Qualification	2.4.1 Contracts of Similar Size and Nature Participation in at least two (2)contracts 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 2510million or USD41.83million.	We request you to Consider following, Participation in 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 1255 million or USD 20.91 million or at least two (2)contracts 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 2510million or USD41.83million. This increase competition and benefit all stakeholders.	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
255.	Section 3_ Evaluation and Qualification Criteria 2. Qualification	2.4.1 Contracts of Similar Size and Nature Note: 1. Substantially completed means the contractor has completed 80% or more value of contract and the Facility has been put to use.	Request you to consider the following, Note: 1. Substantially completed means the contractor has completed 80% or more value of contract and the Facility has been put to use or Completed and commissioned the works in one project atleast for the amount required for qualification, out of large size contract. This has been permitted in ADB funded projects of RUIDP in Rajasthan. This enable more parties to participate and create healthy competition.	Not agreed. Refer clause 2.4.1 of bid document volume 1.
256.	Section 3_ Evaluation and Qualification Criteria 2. Qualification	2.4.2 Experience in Key Activities Redevelopment of at least 10 tube wells having cumulative production capacity of 15 MLD within the last seven years.	We request you to consider the following, Redevelopment of at least 10 tube wells or O&M of open wells for 3 yrs (as source of water) of having cumulative production capacity of 15 MLD within the last seven years.	Not agreed. Refer clause 2.4.2 of Bid document volume 1.
257.	Section 3_ Evaluation and Qualification Criteria 2. Qualification	2.4.2 Experience in Key Activities Construction and commissioning of at least 3 Overhead Service Reservoirs of 1 ML capacity each in a single contract within the last seven years.	We request you to consider the following, Construction and commissioning or O&M for 3 yrs of at least 3 Overhead Service Reservoirs of 1 ML capacity each in a single contract within the last seven years.	Not agreed. Bidding Document provisions shall prevail.
258.	Section 8-PCC	Performance Security 4.2 The performance security will be in the form of an unconditional bank guarantee in the amount(s) of ten percent (10%) of the Contract Amount, (Part 1 and Part 2)	We request you to consider Performance Security equals to 5% of Contract Amount. As in additional to this there will be 5% retention from running account bill.	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
259.	Section 8-PCC	The Employer shall reduce Performance Security to 5% of the Contract Price on completion of Part 1 of the Contract.	we understand that balance 50% of Performance Security will be released after completion of Defect Liability Period (365 days from Completion of Part 1) Please confirm?	Bid condition shall prevails
260.	Section 8-PCC	1.1.3.7 Defects Notification Period-365 days.	We understand that Defect Notification Period will start from completion of "Section 3: DMA Construction Works" ends after 365 days. i.e 365 days after completion of 42 months. Please confirm?	The defect notification period shall commence from the date of taking-over of respective Sections of works.
261.	Section 8-PCC	1.1.4.11 Retention Money	We request you to release retention money in lieu of Bank Guarantee for equivalent amount.	Not agreed. Bidding Document provisions shall prevail.
262.	General	Detailed Project Report	Please provide Detailed Project Report of the project, this will save our time in preparation of bid.	The copy of Detailed Project Report is available on BUIDCo's website.
263.	General	Project Cost	Please provide estimated project cost of project?	The project cost is not disclosed in the bidding documents under ADB funded projects.
264.	General	Extension of Bid Due Date	Request you to extend bid due date by at least by 3 weeks considering vast scope of work, it required more time to complete costing of the project.	Not agreed. Invitation for Bids and Bidding Document provisions shall prevail.
265.	2.4.1 ; Page # 3-7	<u>Contracts of Similar Size and Nature</u> Participation in at least two (2) contracts that has been successfully or substantially completed within the last seven (7)years and that is similar to the proposed works,	We suggest the following criteria : Participation in at least one contract in water supply sector where the value of the completed or substantially completed work exceeds INR 3000 million or two contracts in water supply where the value of the each completed or substantially completed* work	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
		where the value of the Bidder's participation exceeds INR 2510million or USD41.83million. The two contracts combined shall at least include the construction of 200km of urban water distribution systems and 20km of DI rising mains (dia> 200mm).)	exceeds INR 2000 million , within the last 7 years. The experience for the physical size of the project i.e. 200 km distribution system and DI rising main 20 Km (dia> 200 mm) to be deleted.	
266.		Additional clause	It is suggested to include the following additional clause: Experience of the bidder earned by him as the JV partner or subsidiary or SPV will be considered only if bidder was holding majority (51% or more) share in JV or in subsidiary or in SPV	Not agreed
267.	2.4.1 (1)	<u>Experience in Key Activities</u> Redevelopment of at least 10 tube wells having cumulative production capacity of 15 MLD within the last seven years	It is suggested to remove/ delete this criteria	Not agreed. Bidding Document provisions shall prevail.
268.	2.4.1 (3)	Overall management, including technical operations, financial administration and customer relations, of an urban water supply system with a minimum of 25,000	It is requested to consider the following criteria :	Not agreed. Bidding Document provisions shall prevail.

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
		<p>customer connections, for a period of at least two years, within the last seven years. The experience shall include activities:</p> <ul style="list-style-type: none"> • Continuous 24x7 water supply; • Providing new consumer connections; • NRW management; <p>Customer complaint management</p>	<p>Experience in construction and commissioning of urban water distribution network improvement on District Metering Area (DMA)/Zone basis and making house service connections in a project area serving a minimum of 10,000 house service connections under single contract</p> <p>Successful experience in operation and maintenance/ management of DMA/Zone based urban water distribution system in a project area or town serving a minimum of 10,000 house service connections for at least one year.</p>	
269.			<p>Similar Qualification criteria have been adopted for many ADB funded projects with 24X7 and NRW requirements.</p> <p>For instance, RUIDP adopted this condition for the ADB funded projects for various towns of Rajasthan.</p>	Not agreed
270.		<p>Supply of 30,000 Consumer Meters of the type/rating specified within the last seven years, out of which 10,000 should have been supplied in any one of the years and which are in successful operation for at least one year as on the date of bid submission deadline.</p>	<p>It is requested to add the Installation experience also so that only suppliers can be kept out.</p>	Not agreed

S. No.	Clause Ref No	Existing Clause	Clarification Sought	BUIDCo's Responses
271.		Additional qualification	1. Experience in Construction, Commissioning and O& M for a period of minimum three years of distribution network of 50 km length	Not agreed
272.			2. Experience in replacement or installing new House service connection of minimum 22,000 numbers.	Not agreed