

DEVELOPMENT OF SEWAGE TREATMENT PLANTS AND SEWERAGE NETWORKS IN PATNA, BIHAR

Response to Pre-Bid Queries

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
1	RFP	General	Contract Structure	<p>The scope of work for both Digha and Kankarbagh includes I&D works, Sewage Pumping Station, Sewage Treatment Plant and huge Sewerage Network including house property connections.</p> <p>In order to have more competitive participation in bid process, it would be better if Authority split this work in two separate tenders i.e one tender includes I&D work, Sewage pumping Station and Sewage Treatment Plant and other tender includes work of sewerage network incl. house property connection. Completion time for both these works are different. The advantages of the above split are as follows-</p> <ol style="list-style-type: none">1) more effective monitoring of work progress2) less risk of non-performance of whole project due to split of work in two different parties and not dependent on single party. <p>We request you to kindly review our above recommendation.</p>	No change.
2	IFB	Invitation for Bids (IFB) Sr. no. 18	Total estimated project cost is Rs. 950 Crores only which may vary.	We understand the specified total estimated project cost of Rs 950 Cr is Capital cost only and does not include O&M/Replacement cost. Please confirm.	Yes, The cost mentioned in the IFB is an indicative capital cost

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3	RFP	RFP, Glossary page no 10	COD Certificate - means the certificate issued or deemed to be issued by BUIDCO upon issuance or deemed issuance of the Trial Operations Completion Certificates of the STP Facilities, upon satisfaction of the conditions set out in Clause 7.15. of the Concession Agreement	Please clarify whether there will be separate COD certificate for STP work and Sewerage network works. We understand COD certificate for STP works shall be issued or deemed issued upon issuance of the Trial run Operation Completion Certificate of STP Facilities. This does not depend on the completion of sewerage network works. Please confirm	The COD certificate is only applicable to STPs. The COD certificate for STP Facilities is linked to the progress of Sewerage Network Works. Please refer to the definition of COD.
4	RFP	RFP, Glossary page no 10	Commercial Operation Date	Commercial Operation Date for STP works will start from date on which COD certificate for STP works is issued to Concessionaire and it has no relation to actual status of progress of Sewerage work. Please confirm.	For construction completion, testing and commissioning of the Sewerage Network Facilities, Bidder may refer to definition of Operations Starting Date. COD is not dependent on OSD.
5	RFP	RFP, Glossary page no 13	Digha I&D Works	Definition of Digha I&D work is not clear. In first paragraph, it is mentioned that Digha I&D work include two sewage pumping station, i.e. SPS A and SPS B. However in second paragraph, it is mentioned that these SPS are part of Digha Sewerage network facilities and not part of Digha I&D works.	The bidder may note that there are four SPSs in Digha referred in the definition. Two of them are ' <i>I&D SPS A</i> ', ' <i>I&D SPS B</i> ' that belong to the Digha I&D works and the other two ' <i>SPS A</i> ', ' <i>SPS B</i> ' belong to the Digha Sewerage Network Facilities
6	RFP	Section I - Introduction Cl. No. 1.6, Pg no. 32	Sewerage Network Facilities	We understand that all rights of way and permissions for laying of Sewerage Network, from various local stake holders including local corporators, mayors and any public representative and NGO (if any) shall be provided by Authority to Concessionaire. Please confirm.	The understanding is correct
7	RFP	Section I - Introduction Cl. No. 2.5.3, Pg no. 37	STP Guaranteed Energy consumption for the O&M Period	We understand that in guaranteed value of energy consumption for STP, the auxiliary power consumption such as for street lightings and electricity consumption for Admin building, Control building etc. or any other buildings are not required to consider in guaranteed energy consumption for STP. Please confirm.	Guaranteed Energy Consumption includes the power charges for the entire Facility. The energy consumption of the staff quarters do not form part of the energy consumption of the Facility.

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8	RFP	Section I - Introduction Cl. No. 2.8, Pg no. 41	Bid Security - Bank Guarantee	As per instructions from RBI, Banks requires Authority Bank account details such as Account no., Name of Account, IFSC Code and address of bank. Please provide the same.	Please refer to the Addendum
9	RFP	RFP - 4.1 Technical Criteria a) Page No 50	<p>a) Development/Design and Construction experience (i) The Bidder should have developed and/or designed and constructed one STP of at least 60 (sixty) MLD capacity, or 2 STPs of at least 40 (forty) MLD capacity or 3 STPs of 30 (thirty) MLD capacity, which shall:</p> <p>A. have been developed, or designed and constructed using any technology;</p> <p>B. have been developed, or designed and constructed, in the 7 (seven) years preceding the Bid Due Date, as evidenced by the issuance of a completion certificate by the relevant government authority/client, certifying that the STP(s) have been completed in terms of the concession agreement or similar contract executed for such STP(s);</p> <p>C. have been successfully operational for any 24 (twenty four) consecutive months in the 7 (seven) years preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such STP(s), as evidenced by a certificate from the relevant government authority/client.</p>	<p>We request you to delete the qualification of 4.1 a) C. The above referred requirement of STP plant in operation for two years restrict the competitive bidders who have adequate experience of design, construction and O&M of STP's based on proven technologies.</p> <p>Based on this requirement Bidder who has completed STP within last two years on proven technology cannot participate in the tender since plant operation has not completed two years.</p> <p>Therefore we request Authority to delete this requirement and instead ask for qualification of Technology provider whose technology is offered by Bidder. The offered technology should be proven and in operation for last two years in atleast three different STP's. Bidder to submit MoU with Technology provider.</p>	No change

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10	RFP	RFP - 4.2 Financial Criteria a) (iv) Page No .55	A Bidder or a Member of a Consortium is not permitted to rely on its Associates to demonstrate its Financial Capacity	We Request you to allow bidder to claim financial exp. from its Associates or Parent company. The Parent company/Associate can give undertaking/guarantee for making financial resource available, if required.	No change
11	Draft Concession Agreement	General	Raw Sewage Characteristic	Please provide the maximum limit of raw sewage characteristics, for proper design of STP. Beyond these limits, operator will not be responsible.	Please refer to the Schedule 10 for the influent standards. Bid Conditions shall prevail.
12	Draft Concession Agreement	DCA, Cl. No. 3.6 (c) Page No 35	Condition Precedent	We understand the Financial penalty to the paid to Operator if NMCG/BUIDCO is not able to fulfil its Condition Precedents. Please confirm.	Bidder's understanding is not correct. Please refer to Clause 3.6(c) of the Draft Concession Agreement
13	RFP	General	Land Acquisition	Please confirm the status of Land Acquisition for this project.	The land is State Government land and it will be provided to Concessionaire free of encumbrances before signing of the contract.
14	RFP	RFP, Glossary Control page no 13	means, with respect to a Person: (a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the Board of Directors, or the management and policies of such Person by operation of law, contract or otherwise, and the term Controlled and Controlling shall be construed accordingly.	We request you to kindly modify the definition of "Control", means, with respect to a Person: (a) the ownership, directly or indirectly, of equal or more than 50% of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the Board of Directors, or the management and policies of such Person by operation of law, contract or otherwise, and the term Controlled and Controlling shall be construed accordingly.	No change

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15	Draft Concession Agreement	Concession Agreement, Cl. No. 8.12 Key Performance Indicators page 83	Availability: ii) In computing the Availability of each Facility, the Concessionaire agrees that the Facility will be deemed to be Available at all times, other than during the period of: (A) an Unscheduled Outage affecting such Facility; (B) a Power Outage affecting such Facility; (C) suspension of the O&M services for such Facility, for reasons attributable to the Concessionaire (in accordance with Clause 16.1 and 16.2); and (D) an Emergency affecting such Facility, attributable to the Concessionaire, during which the Facility will be deemed to be not Available.	We understand that Concessionaire shall not be responsible for affected availability due to un-availability of raw sewage at STP inlet. In such case no penalty shall be imposed on Concessionaire. Please confirm. Further plant un-availability due to force majeure conditions or any conditions which are out of control of Concessionaire, in such case Concessionaire shall not be responsible.	The Bidders understanding is not correct Please refer to the definition of "Availability" which is self-explanatory
16	Draft Concession Agreement	General	Treated Water parameters for existing STP's	We request you to kindly provide report treated water parameters from all existing STPs.	This question is not relevant in the context of scope of work
17	RFP	Glossary		Digha & Kankarbagh land rate indicated as Rs 22,222 and Rs 37,074 per sq m appear high. We request that available land in which STP is to be designed to be indicated and as long as bidders are able to design the plant within the available land, there should be no loading for land charges. Alternately land charges may be reviewed for the purpose of loading in bid price for evaluation and a reasonable amount be fixed.	No change
18	RFP	1.4		Please confirm that there is no funding on this project from WB	The project is funded by World Bank
19	RFP	1.6(e)		Please confirm that putting bio gas power plant and solar plant for Digha STP is not mandatory	Biogas power plant for both Digha and Kankarbagh is mandatory

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20	RFP	1.6(b) sewerage network		Please confirm that BUIDCO shall make available any drawing other than alignment drawings for the network. Also indicate the time when this shall be provided by BUIDCO	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information
21	RFP	2.5.1(B)(i) & 2.5.2(B)(i)		Please confirm that BUIDCO has done feasibility analysis for both the options provided for I&D and bidder shall not be responsible if any additional work is required to be done for successful operation during O&M period	The Bidders have to undertake their own due diligence in this regard
22	RFP	2.12(c)		We request that a minimum of six weeks' time be provided for bid submission after providing all additional information, addendum, clarification etc. after the pre bid meeting for project of this size and complexity	Please refer to the Addendum
23	RFP	3.2(ii)		Please confirm that if there are 2 members used for undertaking total sewerage network then combined holding of 2 members shall be at least 10% of the total capital	Any member whose experience is counted for sewerage network should hold at least 10% of the total capital
24	RFP	4.1.1(i)		The plants are normally put up based on technology recommended by the bidder. Accordingly, as industry practice if a bidder does not have the reference plant of same technology that it proposes for the new facility, technology provider experience may be allowed with a condition that bidder ties up with technology provider who has provided technology for the respective capacity which has been built in the last 7 years and in successful operation for 24 consecutive months in last 7 years	No change

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25	RFP	4.1.1(i)		The essence of qualification is to ensure that bidder has designed and constructed a plant of required capacity and have used the proposed technology. Accordingly, we request that if a bidder wish to provide different technology, it must have put up at least one plant with the proposed technology with a capacity not less than 40% of the proposed capacity of the plant. Since the land loading is at significantly high cost, restricting technology may result in unequal competition	The Bidder may choose to construct the STP using any technology for which he has constructed at least one STP of at least 30 MLD
26	RFP	4.1.1(ii)		With regard bidder not having design experience, please explain the qualification covered under 4.1.1(a)(ii).B as we are unable to identify the qualification under this item, refer para 3 from bottom of page 52	Please refer to the Addendum
27	RFP	-		Please confirm that this page is left blank intentionally	The blank page stands deleted
28	RFP	15.1		Since the amount of Bid security is high, we request that the same be allowed to be provided in two parts, one by each bidder in JV	Bidder may choose to submit the Bid Security in two parts, provided each such bid security is submitted in accordance with the conditions of the RFP
29	RFP	21.4		We understand that excise is now under GST. Accordingly, please let us know if any item visualised under this project has GST	All taxes are to be included as part of the Bidder's quote. Please see definition of Bid Price in this regard.
30	RFP	16.5		Please confirm that the value of additional performance security shall be 9+1 % of the unbalanced portion. Also we request that the breakup of estimated project cost of Rs 950 cr and O&M estimate may please be provided, so that we may take the same in consideration in our bidding	Additional Performance Security will be determined as per Clause 16.5 of the RFP
31	RFP	21.2.1		Please confirm that bidder shall be paid on the basis of actual qty of work done as per approved drawing even if this	Change in quantity of work done will be governed by Article 10 of the Conditions of Contract for Sewerage Network

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				quantity is higher than qty mentioned in the BOQ sheet for providing quote	
32	Draft Concession Agreement	8.12(b) (i)		It may not be prudent to run the plant if influent contains some elements which are not safe to pass through the plant from plant safety point of view. We request that under such condition we should be allowed to bypass the treatment plant	No change
33	Draft Concession Agreement	II b (ii)		We request that min 2 treatment trains may please be allowed for 50 MLD plant to make it cost effective	Process design of STP is under bidder's scope, however, bidder has to ensure continuous outflow of the treated effluent
34	Draft Concession Agreement	Ia xix and xx II b xx, xxi		We understand that installation of solar system and micro hydraulic turbine is optional and accordingly if the bidder decides not to put up these, no feasibility study is required to be carried out. Please confirm	Kindly note that the Project Report for Solar Power Plant and the Micro Hydro Power Plant is required only in case the Concessionaire proposes to develop them
35	Draft Concession Agreement			Please confirm that variation in size of various pipe line and its length shall be considered for payment under price variation subject to its approval at design stage by the client or their representative	Change in quantity of work done will be governed by Article 10 of the Conditions of Contract for Sewerage Network
36	General	Soil Report		Please furnish a copy of topographical survey and soil investigation report for Digha & Kankarbagh STP & SPS locations.	The information requested is not available. The Bidders have to undertake their own due diligence for any other additional information.
37	General	Civil		Please provide Survey report for Kankarbagh (Contour Plan, L-Section).	Contour plan and long section drawings are provided along with the addendum. The Bidders have to undertake their own due diligence for any other additional information.

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38	RFP	Clause 4.1.1	Technical Criteria (ii) Sewerage Network: The Bidder should have A. (A) developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150 (one hundred and fifty) km of which	Kindly clarify if a project in which Sewerage collection network System is 145 Km (dia 150 mm to 700 mm) and balance 5 km is from same project under Raising main of 600 mm dia, Total to 150 KM is consider as eligible.	Bid conditions are self-explanatory
39	RFP	Clause 4.1.1	Technical Criteria (ii) A (1) at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter and	Kindly clarify if Sewerage Network experience is taken from nominated subcontractor and experience of "at least one km should be more than or equal to 1500" is taken from Main contractor from different project, can it be consider as eligible.	Bidder's understanding is not correct. The sewerage network experience of 150 kms cannot be claimed from nominated subcontractor. However, the higher diameter experience relating to at least one km of sewerage network being more than or equal to 1400 mm diameter can be claimed via nominated subcontractor. Please refer to the Addendum .
40	RFP	Clause 4.1.1	Technical Criteria (ii) A (2) at least one sewage pumping station of minimum capacity of 55 (fifty five) MLD during the last 7 (seven) years; and	Kindly clarify sewerage network experience from nominated subcontractor and sewage pumping station from Main contractor, can it be consider as eligible.	Bidder's understanding is not correct. Please refer to the Addendum
41	RFP	Clause 4.1.1	Technical Criteria (ii) B. built and commissioned a sewerage network of a minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) years.	Kindly clarify can sewerage pipeline work instead of network of minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) Years is consider as eligible.	Bidder's understanding is not correct. Please refer to the Addendum
42	General		Last date of Tender submission: Date 16.07.2018 up to 04:00 PM	Request to extend by 30 days	Please refer to the Addendum
43	General		Last Date and time for Submission of Power of Attorney, Bid Security, copy of online receipt towards Bid processing fee, and Joint Bidding Agreement	Request to provide three days time for online submission and hard copy submission of said documents.	No change

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44	Draft Concession Agreement	Definitions	Debt Due For the purpose of calculating Debt Due: (A) the aggregate of the principal amounts of the debt provided by the Lenders under the Financing Documents shall, in no event, exceed 45% of the Bid Project Cost; and	Amount of Debt raising for the project should not be capped. For the purpose of calculating Debt Due: (A) the aggregate of the principal amounts of the debt provided by the Lenders under the Financing Documents shall, in no event, exceed 48% of the Bid Project Cost; and	No change
45	Draft Concession Agreement	3.5 (a)	Satisfaction of Conditions Precedent (a) Unless otherwise specified, each Party shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 120 days from the Appointed Date (the CP Long-stop Date) for the STP Facilities.	120 Days is a very short-period for fulfilment of Conditions Subsequent. It should be allowed as 180 Days. (a) Unless otherwise specified, each Party shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 180 days from the Appointed Date (the CP Long-stop Date) for the STP Facilities.	No change
46	Draft Concession Agreement	9.3 (e)(iv)	Dispute Resolution Any dispute between the Parties in relation to a disputed Invoice will be settled in accordance with Article 21 (Dispute Resolution).	The Clause is very much required to safeguard proper operations of the project. Any dispute between the Parties in relation to a disputed Invoice will be settled in accordance with Article 21 (Dispute Resolution). Notwithstanding anything contrary to this agreement, the Concessionaire will be paid 95% of the Bill/Invoice raised for the disputed amount and 100% for the non-disputed amount.	No change

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47	Draft Concession Agreement	9.4 (g)	g) Power Charges (i) The Power Charges for the Facilities shall initially be borne by the Concessionaire, which shall be reimbursed by NMCG to the Concessionaire subject to a cap of the Power Charges based on the respective Guaranteed Energy Consumption; (ii) The Power Charges for any given quarter of the O&M Period will be calculated as follows:	Since, payment to DISCOM is to be done on monthly basis, the reimbursement should also be in the same line. Else, it will increase the bid cost and thus to end consumers. g) Power Charges (i) The Power Charges for the Facilities shall initially be borne by the Concessionaire, which shall be reimbursed by NMCG to the Concessionaire subject to a cap of the Power Charges based on the respective Guaranteed Energy Consumption; (ii) The Power Charges for any given <u>month</u> of the O&M Period will be calculated as follows:	No change
48	Draft Concession Agreement	9.4 (j)	Dispute Resolution Any dispute between the Parties in relation to a disputed Invoice will be settled in accordance with Article 21 (Dispute Resolution).	The Clause is very much required to safeguard proper operations of the project. Any dispute between the Parties in relation to a disputed Invoice will be settled in accordance with Article 21 (Dispute Resolution). Notwithstanding anything contrary to this agreement, the Concessionaire will be paid 95% of the Bill/Invoice raised for the disputed amount and 100% for the non-disputed amount.	No change
49	Draft Concession Agreement	9.5 (b) (ii)	Minimum Escrow Balance ...On and from the Operations Start Date (as defined in the Conditions of Contract) of the Sewerage Network Facilities NMCG shall deposit the next 2 quarterly Sewerage Network O&M Charges for both the Digha Sewerage Network Facilities and the Kankarbagh Sewerage Network Facilities.	Escrow Account Minimum Balance should always be equivalent to next 2 years payment ...On and from the Operations Start Date (as defined in the Conditions of Contract) of the Sewerage Network Facilities NMCG shall deposit the next 2 yearly Sewerage Network O&M Charges for both the Digha Sewerage Network Facilities and the Kankarbagh Sewerage Network Facilities.	No change

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50	Draft Concession Agreement	10.2 (d)	Security Creation d) The Concessionaire shall not be entitled to create any Security over the Site or any part thereof, or any of the STP Facilities, Sewerage Network Facilities, or the Power Plant, if any, whether in favour of the Lenders or any third Persons.	Lenders should be allowed to have such rights in order to enable Financial Closure of the project. It will not harm the Authority, rather will decrease the project cost and thus lower Bid Project Cost. d) The Concessionaire shall be entitled to create any Security over the Site or any part thereof, or any of the STP Facilities, Sewerage Network Facilities, or the Power Plant, if any, whether in favour of the Lenders or any third Persons.	No change
51	Draft Concession Agreement	13.2 (e) (i)	Change in Law the Concessionaire shall be required to bear all Costs resulting from any one or more Qualifying Change in Law events, up to an aggregate amount equivalent to 0.5% of the total Bid Project Cost (Threshold Limit); and	Since, the Project cost is different for both the locations, Threshold limit should be calculated seperately the Concessionaire shall be required to bear all Costs resulting from any one or more Qualifying Change in Law events, up to an aggregate amount equivalent to 0.5% of the total Bid Project Cost (Threshold Limit), applicable separately for different locations	No change
52	Draft Concession Agreement	14.4	No Liability for Other Losses Except as expressly provided in this Agreement, no Party shall be liable in any manner whatsoever to the other Parties for any loss relating to or arising out of the occurrence or existence of any Force Majeure Event or the exercise by it of any right pursuant to this Article 15.	Any loss to the Concessionaire because of Force Majeure Event should be properly Compensated Except as expressly provided in this Agreement, Concessionaire will be reimbursed with the loss relating to or arising out of the occurrence or existence of any Force Majeure Event or the exercise by it of any right pursuant to this Article 15.	The conditions of the Draft Concession Agreement shall prevail

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53	Draft Concession Agreement	18.1 (b)	Termination Compensation: For a Concessionaire Event of Default If the Agreement is terminated prior to the Construction Completion Date for a Concessionaire Event of Default, NMCG shall pay to the Concessionaire, the aggregate of: (i) Construction Payments due to the Concessionaire for Payment Milestones completed and certified by the Executive Agency as on the date of the Notice of Intent to Terminate; (ii) 85% of Debt Due;	Atleast Lenders money should be paid in full If the Agreement is terminated prior to the Construction Completion Date for a Concessionaire Event of Default, NMCG shall pay to the Concessionaire, the aggregate of: (i) Construction Payments due to the Concessionaire for Payment Milestones completed and certified by the Executive Agency as on the date of the Notice of Intent to Terminate; (ii) Debt Due;	No change
54	Draft Concession Agreement	18.2 (b)	Termination Compensation: For a Concessionaire Event of Default If the Agreement is terminated post the Construction Completion Date but prior to the COD for a Concessionaire Event of Default, NMCG shall pay to the Concessionaire, the aggregate of: (i) Construction Payments, if not already paid as on the date of the Notice of Intent to Terminate; (ii) 85% of Debt Due;	Atleast Lenders money should be paid in full If the Agreement is terminated post the Construction Completion Date but prior to the COD for a Concessionaire Event of Default, NMCG shall pay to the Concessionaire, the aggregate of: (i) Construction Payments, if not already paid as on the date of the Notice of Intent to Terminate; (ii) Debt Due;	No change
55	Draft Concession Agreement	18.4	Termination Compensation: For Non-Political Force Majeure Eventand the Concessionaire shall not be entitled to any Termination Compensation (other than payment of any outstanding Construction Payments and/or O&M Payments due as on the date of the notice of termination under Clause 14.7).	The Termination payment in this scenario should be similar to that of Indirect Political Force Majeure Same as Indirect Political Force Majeure	No change

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56	Draft Concession Agreement	18.5	Termination Compensation All Termination Compensation required to be paid by NMCG to the Concessionaire shall be paid within 60 days of handover of the Site, the Facilities and the Power Plant, if any, to the Jal Nigam in accordance with Article 19.	Termination Payments to the Lenders, etc. should be paid 1st before taking any rights/security/etc. from them All Termination Compensation required to be paid by NMCG to the Concessionaire shall be paid before handover of the Site, the Facilities and the Power Plant, if any, to the Jal Nigam in accordance with Article 19.	No change
57	Draft Concession Agreement	23.12	Assignment (a) Except as expressly permitted in this Agreement, the Concessionaire shall not be entitled to divest, transfer, assign or novate all or substantially all of its rights, interests, benefits and obligations under this Agreement, without the prior written consent of the KMC and NMCG.	Article should be on Assignment and Charges which gives bankability to the lenders as well The restraints set forth in Clause 32.1 shall not apply to: mortgages / pledges / hypothecation of goods / assets including Project Assets except project land and their related documents of title, a charge on the Escrow account arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project;	No change
58	Schedules to Draft Concession Agreement	Clause I. Digha STP a i		Requirement of Minimum 4 treatment trains is mentioned in the clause. It is Requested to kindly provide the basis for 4 train requirement or Bidders are free to select number of trains as per their design requirements.	Process design of STP is under bidder's scope, however, bidder has to ensure continuous outflow of the treated effluent
59	RFP	Clause no 1.6 e		We Understand that Bio gas or solar power plant is optional and as per the design requirement of Concessionaire.	Biogas power plant for both Digha and Kankabagh is mandatory
60	Schedules to Draft Concession Agreement	Schedule 11 (Part B)	General Civil Specifications	Request you to kindly provide the land details, Key Plan along with google coordinates of proposed STP plant. Please provide HFL of both the proposed sites.	The location of all pumping stations and treatment plants are indicated in the drawings issued with Addendum. Location plan of Digha has already been provided and location plan of Kankabagh is being issued alongwith the addendum. Other requested information is not available.

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61	Schedules to Draft Concession Agreement	Schedule 11 (Part B)	General Civil Specifications	Please provide the Distance and HFL of Disposed point from Proposed STP for disposal of treated Effluent	The Bidders have to undertake their own due diligence. Survey and design is under Bidder's scope.
62	Schedules to Draft Concession Agreement	Schedule 11 (Part B)	General Civil Specifications	Please provide Invert level of all SPS and MPS station along with the inert level of nala.	The details requested are not available. The Bidders have to undertake their own due diligence. Survey and design is under Bidder's scope.
63	Schedules to Draft Concession Agreement	Schedule 11 (Part A)	Process Requirements	Request you to provide the TSS value of raw sewage.	Please refer to the Addendum
64	General			Provide the electricity bill of last one year of existing pumping station.	There is no existing sewage pumping station in the project area and hence unable to provide.
65	Schedules to Draft Concession Agreement			<p>We request you to provide the following detail for the existing installed equipment to verify the adequacy of the it capacities:</p> <ol style="list-style-type: none"> 1. Pump& Motors:-make, model, curve, data sheet. O & M manual. GA etc. 2. MCC – Drawing & data sheet 3. Starter panel: Drawing & data sheet. 4. DG set - Drawing & data sheet. 5. Gates - Drawing & data sheet. 6. Hoist: Drawing & data sheet. 7. Civil as build drawing for the facilities 8. SLD of the Existing pump house system <p>It is difficult for the bidder to assess the condition of the installed items and to estimate the Rehabilitation cost for the same. Hence we have assumed that all the existing equipment / system are in working conditions and no major Rehabilitation cost involved.</p>	This question is not relevant in the context of scope of work

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66	Schedules to Draft Concession Agreement	Schedule 11 (Part D)	Electrical System General and Particular Specifications	Please clarify whether the power supply source available is 11KV or 33 KV. As in technical specification, it is mentioned 11 KV while in Project information it is mentioned as "The nearest source of power supply is 33 KV overhead transmission line of UPPCL sub-station DLW for the proposed STP Site. 2. Also, please clarify approximate distance from there the power supply to be tapped for STP.	The power supply source available is 11 KV
67	Schedules to Draft Concession Agreement	Schedule 11 (Part D)	Electrical System General and Particular Specifications	There is no information on the incoming 11kV cable supply. Please inform about the location of 11kV We understand that the incoming 11kV cable shall be provided by client upto the 2/4 Pole Structure. The bidder's scope starts from the 2/4 Pole Structure. Please confirm.	Please refer to the BUIDCO website for the Generic Single Line Diagram. This is for indicative purpose only and the design is in Bidder's scope.
68	Schedules to Draft Concession Agreement	Schedule 11 (Part D)	Electrical System General and Particular Specifications	Kindly provide the details of 11kV incoming cable such the distance from the nearby supplying substation to the proposed plant, number of circuits to be received for the plant if the incoming cable is in bidder's scope.	Please refer to the BUIDCO website for the Generic Single Line Diagram. This is for indicative purpose only and the design is in Bidder's scope.
69	Schedules to Draft Concession Agreement	Schedule 11 (Part D)	Electrical System General and Particular Specifications	We understand that minimum requirement for IP of electrical system would be IP-50	Bidder has to design the system as per bid conditions and relevant standards
70	Schedules to Draft Concession Agreement	Schedule 11 (Part D)	Electrical System General and Particular Specifications	Please provide Power-cut details at an average on daily basis. Also provide details if Express Feeders are provided at plant for power supply.	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information
71	Schedules to Draft Concession Agreement	Schedule 11 (Part E)	Instrumentation Works	We understand, if minimum IP rating of instruments Is IP-65 i.e. Weather Proof. So External enclosure is not required.	Bidder has to design the system as per bid conditions and relevant standards

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
72	Schedules to Draft Concession Agreement	Schedule 11 (Part E)	Instrumentation Works, 1.3 Instrumentation, 1.3.1 Online Instruments, Table 3: Lab Instruments	We understand Total Organic Carbon Analyser (Lab Type) shall not be required in STP usage, as same is used in Extensive designed Laboratories. So BOD incubator with Spectrophotometer shall be provided for same purpose.	No change
73	Schedules to Draft Concession Agreement	Schedule 11 (Part E)	Instrumentation Works, 1.4 Online Instruments Specifications	We understand that Explosion proof and intrinsically safe transmitters/instruments are not required as per application.	No change
74	RFP	1.6 (k)	From the COD, the Capex Annuity (along with interest) and the O&M Charges will be paid on a quarterly basis to the Concessionaire.	Since concessionaire will be incurring monthly charges for O&M, so it is requested that O&M charges should be paid on monthly basis.	No change
75	Draft Concession Agreement	4.3 c (i)	The Concessionaire shall also be deemed to have inspected and examined all the Sites and its surroundings, analyzed and verified the accuracy and reliability of the studies, reports and data provided by the Jal Nigam and any other information available with respect to the Facilities and the Site and to have satisfied itself as to all the relevant matters including: Subject to Article 20.3, the Concessionaire acknowledges and agrees that if any error or discrepancy is subsequently discovered in the data made available by the Jal Nigam, then, such error or discrepancy shall not entitle the Concessionaire to any extension of the Scheduled Payment Milestone Completion Dates, the Scheduled Construction Completion Dates and/or compensation for additional costs incurred.	Since there may be already existing facilities so there is every possibility of encountering underground pipelines and utilities which are not practically possible to know beforehand. It becomes a huge risk as total responsibility has been vested on the contractor and no Extension of Time and Cost is allowed. At least an 'Extension of Time' should be allowed on this account.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
76	Draft Concession Agreement	9.4 (g) (ii) C	For each STP facility, the concessionaire shall be liable to pay liquidated damages to BUIDCO for any units of energy consumed beyond the Guaranteed Energy Consumption.	There should be limit (cap) to power L.D. Please define a limit.	No change
77	Draft Concession Agreement	8.12 (b)	The Concessionaire is required to receive, treat, and dispose all Sewage delivered to the Patna STPs. If, however the Sewage is beyond the Influent Standards as set out in Schedule 10 (KPIs), then the Concessionaire shall be required to treat such Sewage but will not be liable for any Performance Liquidated Damages (defined below) if the Treated Effluent and/or the Digested Sludge fails to meet the Discharge Standards.	If the Sewage is beyond the Influent Standards, then concessionaire should be suitably compensated for treating such sewage on account of excess power consumption, chemical charges and sludge handling charges.	Please refer to the Addendum
78	Draft Concession Agreement	8.12 (a) (v)	Without prejudice to Clause 8.12(a)(iv), if the Availability of any STP Facility on any given day is less than the Guaranteed Availability, then the Concessionaire shall pay the liquidated damages set out in Schedule 7 (the Availability Liquidated Damages) for each STP Facility.	No limit is defined for Availability LDs. Please define a limit (cap) to Availability LDs.	No change
79	Draft Concession Agreement	8.12 (b) (ii)	Subject to Clause 8.12(b)(i) above, the Concessionaire shall ensure that the Treated Effluent and Digested Sludge comply with the Discharge Standards set out in the Technical Specifications.	There are LDs for non-compliance of Treated Effluent and Digested Sludge standards, but no limit is defined. Request for defining a limit for the LDs.	No change
80	RFP	4.1.1 a, i (c)		As per the clause "The STP showing the experience for qualification should have been successfully operational for any 24 consecutive months in the 7 years preceding the Bid due date." We request you to consider the period as 12 consecutive months instead of 24 months. Please accept.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
81	RFP	4.1.1 a,ii (A)		<p>Clause mentioned that " Bidder should have (A)developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150 (one hundred and fifty) km of which (1) at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter and (2) at least one sewage pumping station of minimum capacity of 55 (fifty five) MLD during the last 7 (seven) years We presume that the bidder can show his experience of sewerage Network from one project and Sewage Pumping Station from another project. Please confirm</p>	Please refer to the Addendum
82	RFP	4.1.1 a,ii (B)		<p>Clause mentioned that , "Out of the 150 Km network experience , at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter" We request you to accept the clause as "at least one km should be more than or equal to 1400 (one thousand four hundred) mm diameter"</p>	Please refer to the Addendum
83	RFP	4.1.1 b		<p>Clause mentioned that "The Bidder shall have operated and maintained one STP of at least 60 (sixty) MLD capacity, or 2 STPs of at least 40 (forty) MLD capacity each or 3 STPs of at least 30 (thirty) MLD capacity each, for any 24 (twenty four) consecutive months in the 7 (seven) years immediately preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such STP(s). The STP(s) for which the Bidder is claiming O&M experience should have been developed using any technology. We request you to accept the Nominated subcontractor experience also for the same .Please confirm.</p>	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
84	ITB	21.1		Clause mentioned that the Financial proposal submitted by a bidder shall comprise a Microsoft Excel file titled bid price sheet provided on the e-procurement portal. Whereas the mentioned Excel price sheet is not available in the portal. Request you to provide the same.	Bidder may refer to e-procurement website of Bihar - http://eproc.bihar.gov.in , where all bid-documents are available
85	Conditions of Contract for Network	2.3.2		Clause mentioned that the design-Build period and Operation period of Digha sewerage Network facilities and Kankarbagh Sewerage Network facilities shall be 32 months from the effective dates. Whereas in NIT & RFP Bid data sheet page 89 clause 21.2.1 it is mentioned that, the construction period for Network is 31 months. We request you to confirm the construction duration for Network facilities.	Bidder may note that the Construction period shall be 32 months from the Appointed Date, and 31 months from the Design Build Start Date.
86	Conditions of Contract for Network	2.2		Under the clause for payment of Design-build Price it is mentioned that "The Project Engineer shall check the details given in the Concessionaire's monthly statement and within 14 days certify the amounts to be paid to the Concessionaire" We request you to provide the number of days required for making the payment after certification.	Bid conditions are self-explanatory
87	Conditions of Contract for Network		Payment breakup schedule	Payment breakup schedule has been given for gravity sewer line, rising main & road reinstatement works. Since the network portion is an item rate contract, we request you to clarify the application of this payment breakup against each item rates quoted in the BOQ.	Please refer to the Addendum

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
88	Conditions of Contract for Network	Schedule 21	Price adjustment	Clause mentioned that the price adjustment is as defined in the Concession agreement. In Concession agreement it is mentioned only WPI 70% & CPI 30%.Request you to provide the price adjustment calculation formula along with component breakup limit for materials.	The Construction Price Index has already been defined in the Concession Agreement
89	Conditions of Contract for Network	Schedule 23	Specification for RCC pipe	Clause mentioned, "The RCC pipes shall be provided with special coatings wherever there is possibility of excess generation of hydrogen sulphide gas during transportation of sewage through sewers. The location, length of coatings shall be as given in construction drawings or as approved by the Engineer." Whereas the construction drawings are not available for the same. Please provide the drawings.	Concessionaire will have to design the system as per requirement of the site according to bid conditions and relevant standards
90	Conditions of Contract for Network	Schedule 23	Specification for Brick	Specification for Manhole is given for Wire cut brick manhole. We request you to allow the usage of Fly Ash Brick also for the construction of Manhole. Please confirm.	Please refer to the Addendum
91	Conditions of Contract for Network	Schedule 23	House service connection	We understood that battery limit for construction of house connection chamber under this contract is up to plot boundary only. Connection from the houses to the chamber constructed outside the plot boundary will be taken care by the respective house owners. Please confirm.	The understanding is correct
92			Drawings	Drawings for Kankarbagh zone is not available along with tender document. Please provide the same.	The drawings have been uploaded

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
93			Bid submission date	Since a part of this project is in Hybrid Annuity mode, it is required detailed financial modelling analysis and interaction with various financial institutions for the arrangement of funds. Moreover, to submit a technically comprehensive and financially competent bid after discussion with Equipment /material suppliers nationally and internationally required adequate time. Hence we request you to extend the bid submission date at least 60 days from original submission date (i.e up to 17-09-2018).Please accept.	Please refer to the Addendum
94	Draft Concession Agreement	2.4 (c)		As per the clause "If the Selected Bidder/a Member does not own the Proposed Technology, then the Concessionaire shall, at its own cost, enter into a technology license agreement with the technology provider," We presume that such Technology tie up in not required during the time of bidding. The same shall be submitted after award of contract. Please confirm	Bidder may submit the Technology tie-up details after the award of Contract
95	Draft Concession Agreement	7.14 (k)		As per the clause, "The Concessionaire will not be entitled to any O&M Payments or any other payment for conducting the Trial Operations, which shall be carried out solely at the cost and risk of the Concessionaire." We presume that the required electricity charges for the plant operations during trial run period will be borne by the employer. Please confirm	The electricity charges incurred during the trial operations period shall be borne by the concessionaire
96	Schedules to Draft Concession Agreement	1.2, 1.1	Schedule 10, Schedule 11 (Part A) and Annexure 12 (PIM)	As per Schedule 10, Schedule 11 (Part A) and Annexure 12, there is mismatch in Influent parameters, kindly confirm the influent parameters for designing the STP.	Please refer to the Addendum
97	General			We presume that, there is no Industrial effluent is not mixing with the sewage. Please confirm.	There is no mixing of industrial effluent with the sewage.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
98	General			We presume that For 50 MLD STP, minimum no. of treatment trains shall be as per contractor's design. Please confirm.	Process design of STP is under bidder's scope, however, bidder has to ensure continuous outflow of the treated effluent
99	General			Please furnish details of discharge location including distance from STP site and level of discharge point.	The location plan for STP is provided. For Digha – Drawing number 35-00027-D-21 00-K-018-0 (Title: Proposed Sewerage Network of Digha Zone). In this, indicative discharge location is marked. Exact location of discharge point, distance from STP site and level of discharge point to be based on Bidder's design. For Kankarbagh – Drawing Number 35-00027-D-21 00-K-008-0 (Title: Proposed Sewerage Network of Kankarbagh Zone). The discharge location, distance from STP site and level of discharge point to be based on Bidder's design.
100	General			We understood that, there is no Odour control system is not envisaged for Digha & Kankarbagh STPs. Please confirm.	The Bidder shall undertake their own assessment to determine odour control requirement and design odour control system accordingly
101	Schedules to Draft Concession Agreement	1.5 (Process Requirements)	Schedule 11 (Part A)	We understand that Fat, oil and Grease Removal is to be provided for STPs, please provide oil & grease concentration in the influent.	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence.
102	Schedules to Draft Concession Agreement	1.5, 1.6.4 & 1.1.1	Schedule 11 (Part A)	As per Schedule 11 (Part A) page no. 52, primary clarifier and power generation is mandatory for Digha STP, however in same schedule page no.55, Energy generation has been given as optional facility. We presume that primary clarifier and power generation is not mandatory for Digha STP. Please confirm.	Bio Gas based Power generation is mandatory for Digha and Kankarbagh STPs.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
103	General			Please furnish Plot plan with boundary dimensions for Digha and Kankarbagh STPs.	The location plan for Digha is already provided as part of Schedule 12. The location plan for Kankarbagh is being provided alongwith the addendum.
104	General			Please provide requirement of Total nitrogen, oil & grease, total phosphorus parameters in the effluent.	Please refer to Schedule 10 of the Concession Agreement
105	General			Please provide most probable number of fecal coliform per mL of influent to Digha and Kankarbagh STPs.	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence.
106	Schedules to Draft Concession Agreement	1.6.12 Sludge drying and storage	Schedule 11(Part A)	We presume that sludge drying system means dewatering facility which shall dry the sludge to 20% dry solids. Please confirm	The bidder shall have to design its own system to meet the KPI requirement
107	Schedules to Draft Concession Agreement	1.12.2		The Firefighting system shall be designed as per IS 9668/TAC based on the low risk Category. Kindly confirm.	It is clarified that the firefighting system shall be designed as per prevailing standards and good engineering practices
108	Schedules to Draft Concession Agreement	1.12.2		Please specify the required center to center distance between hydrants of the firefighting system.	It is clarified that the firefighting system shall be designed as per prevailing standards and good engineering practices
109	Schedules to Draft Concession Agreement	8.13 (d)		Please confirm, if disposal of treated effluent would be by gravity or through a treated effluent pumping station.	It is expected that the outfall will be by gravity, however, the bidder may make his own assessment based on design.
110	Conditions of Contract for Network	Clause 24.2 & 25.1.1		Kindly provide the length of PVC Pipes & Numbers of house Service Connection	Bidder may refer to the scope of work as given in the Drawing no 35-00027-D-26 00-J-011-0 in the file named "11_House Service Connection Pit_A2" under 3C Schedule 12 to Conditions of Contract. Connection to individual households is not part of the scope of work of this project.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
111	Conditions of Contract for Network	Clause 24.2 & 25.1.1		In Drawing no 35-00027-D-26 00-J-011-0, MOC for House service Connection is mentioned as 150 mm DWC, whereas in 4A Condition of contract agreement for the Sewerage Network Facilities it is given as 110/160 mm PVC pipes. Kindly clarify the MOC of HSC Pipe.	MOC for House service Connection shall be as per BOQ and Drawing
112	PIM			Please provide the diameter wise length bifurcation of pipes (DWC HDPE, RCC NP3/NP4), Depth wise Manhole details to be used for sewer network.	Please refer to the Bid Price Sheet Part II and Part III for the details
113	Schedules to Draft Concession Agreement	Schedule 1		Please provide the diameter wise length bifurcation for Interceptor sewer Line from Diversion works to Sewage Pumping station	This is to be designed by the Bidder as per the relevant standards and best engineering practices.
114	PIM			Kindly provide the total number of Manholes in the sewerage Network & Interceptor Sewer line from Interception Diversion works to Sewage Pumping Station for Digha & Kankarbagh zones	Please refer to the Bid Price Sheet Part III, item no. 1 for the relevant details related to Sewerage Network. The interceptor diversion works shall be designed by the Bidder
115			Drawings	Kindly provide the Typical General Arrangement drawing / Cross Section for Interception & Diversion weir arrangement	The interceptor & diversion works shall be designed by the Bidder
116	Conditions of Contract for Network	Schedule 18		Price Schedule for Digha & Kangarbagh is not available with the tender document. Kindly provide the Price Schedule for I&D Pumping Stations, Intermediate Pumping Stations and Sewerage Network for Digha & Kankarbagh Zones.	Bidder may refer to e-procurement website of Bihar - http://eproc.bihar.gov.in , where all bid-documents are available
117	Schedules to Draft Concession Agreement	Schedule 1		Kindly Provide the Length of Trenchless Network and Method to be used with Drawings	Please refer to the Bid Price Sheet Part IV item number 5 For indicative length. This should actually be based on survey and design by the Bidder. The Bidder shall have to specify the method.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
118	PIM			As per 1B Annexure 12, source of data for STP facilities is mentioned as Detailed Project Report. But the same is missed with the tender Documents. Kindly provide the Detailed Project Report for Digha & Kankarbagh Zones	Only the source of information is mentioned in the PIM. The Detailed Project Report does not form part of the tender document.
119	PIM	Figure 2 & 4		Kindly provide the Coordinates, Cross Section Drawing & Bed RL for following Nalla <ul style="list-style-type: none"> • Mandiri Nalla • Rajapur Anandpur Nalla • Kurji Nalla • Pahari Nalla 	The requested information is not available. The Bidders have to undertake their own due diligence for any other additional information.
120	PIM	Figure 2 & 4		Kindly provide the location of I&D SPS A , I&D SPS B in Digha Zone and I&D Pumping station location in Kankarbagh zone	Please refer to PIM for I&D SPS A and I&D SPS B location, and Addendum for the details of Kankarbagh zone
121	PIM			Please confirm that whether the capacity details given for I&D SPS A, B & SPS A, SPS B is for Intermediate or Ultimate.	Please refer to relevant drawings and information provided for I&D SPS A (53 MLD), I&D SPS B (2 MLD), SPS A (103 MLD) and SPS B (104 MLD) as per Addendum
122	Schedules to Draft Concession Agreement	Clause 1.10		In Schedule to Concession agreement, Sewer diameter less than 500 mm is mentioned as Brick circular Manholes and above 500 mm is RCC Rectangular Manholes. Whereas as per the Manhole Drawing all are shown as Rectangular Manholes. Kindly Clarify the MOC & Shape of Manholes with respect to sewer diameter.	Please refer to the Addendum. The drawings are indicative, the selection of the type of manhole (Circular / Rectangular, Precast / Cast In-situ) is in the scope of the Concessionaire.
123	PIM			Please provide the following Details for I&D SPS A, I&D SPS B, SPS A, SPS B in Digha zones and SPS A, SPS B in Kankarbagh zones <ul style="list-style-type: none"> • No of submersible Pumps • Working Standby Configuration • Intermediate flow Details (Peak & Average) 	The survey and design is under Bidder's scope.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
124			Drawing (35-00027-D-21 00-K-008-0)	As per the Drawing (35-00027-D-21 00-K-008-0) of Proposed Sewerage Network of the Digha Zone, Pumping stations are mentioned as IPS 1 , IPS 2, whereas as per the Annexure 12 it is mentioned as SPSA , SPS B. Kindly clarify	Please refer to the Addendum. IPS 1 is SPS A and IPS2 is SPS B.
125			Drawings (35-00027-D-21 00-K-008-0)	The Location of I&D SPS A, I&D SPS B is not shown in proposed sewerage network of Digha & Kankarbagh zones. Please provide the Details	Please refer to relevant drawings and information provided in PIM and Addendum
126	Schedules to Draft Concession Agreement	Schedule 1		Kindly provide the rising main L-section for following <ul style="list-style-type: none"> • I&D SPS A to STP @ Digha • I&D SPS B to STP @ Digha • SPS A to STP @ Digha • SPS B to STP @ Digha • SPS B to STP @ Kankarbagh 	The survey and design is under Bidder's scope.
127			Drawings	Kindly provide the auto cad drawings for I&D Pumping Stations, Intermediate Sewage Pumping Stations, Sewer Network for Digha & Kankarbagh Zones.	The design is under Bidder's scope.
128	Schedules to Draft Concession Agreement	Schedule 1		We presume that the sluice gates in the diversion weir are not motorized. Please confirm	Bid conditions shall prevail. The Bidders are expected to undertake their own due diligence. This is to be designed by the Bidder as per the relevant standards and best engineering practices.
129			Drawings	Kindly provide the Typical Cross Section (TCS) of Roads in Digha & Kankarbagh Zones	The survey and design is under Bidder's scope.
130			Drawings	Kindly furnish contour drawings showing proposed STP & SPS location in Kankarbagh.	The drawings have been uploaded in the BUIDCO website / e-procurement portal as part of tender documents.
131		Section-1 I.a.iii	Scope of Work	Kindly furnish the length, type, height, material of construction & details for construction of boundary wall in the proposed STP & SPS plot.	The survey and design is under Bidder's scope.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
132		Section-1 II.b.vii	Scope of Work	Request you to furnish as built drawings (of existing structures at Pahari site) in order to carry out a detailed estimate for demolition works.	The survey and design is under Bidder's scope.
133				Kindly furnish the list of structures along with dimensions to be demolished in existing Pahari STP.	The survey and design is under Bidder's scope.
134		Schedule 11 (Part B) 1.3.2 Design Requirements Annexure-12 (PROJECT INFORMATION MEMORANDUM)	General Civil Specifications	In schedule 11, Article 1.3.2 is states that seismic zone is II. In annexure-12, given that the project area falls in seismic zone – IV. There is a conflict between Earthquake zones. Kindly confirm the Earthquake zone to be considered for design.	Please refer to the Addendum
135				In Digha zone STP is located bank of river Ganga. So Kindly furnish the following details for structure design : a. HFL of river Ganga. b. Bed level of river Ganga . c. Scour depth of river Ganga . d. River Mean Velocity. e. River width and depth.	The survey and design is under Bidder's scope.
136	PIM			We understood that ,bidder scope starts from taping of 11KV power supply from client's Metering panel for both STPs and SPS. Kindly confirm the same.	The scope of Bidder shall start from the 11 kV incoming cable from the utility substation to meter panelling room inside the premises and from there to the plant. The survey and design for this is in Bidder's scope.
137		a) Protections	Schedule 11 (Part D) Clause No. 1.3	Motor Overload protection by electronic over load relay (with serial communication interface with PLC). Communication type Electronic over load relay is not available; hence, we are providing Non-communication type electronic over load relay. Please confirm the same.	The Bidders are expected to undertake their own due diligence. This is to be designed by the Bidder as per the relevant standards and best engineering practices.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
138		b) Metering, 2 B) i	Schedule 11 (Part D) Clause No. 1.3	Ammeter with selector switch will be provided for all outgoing LV motor feeders instead of all LV outgoing feeders. Please confirm.	The Bidder's understanding is not correct.
139		1.4 & 1.5	Schedule 11 (Part D) Clause No. 1.3	The transformer shall be with On Line Tap Changer for transformer size is more than or equal to 3150kVA. The part of specification applies to cast-resin dry type transformers powering auxiliaries, rated at below 3000 KVA. Please specify the star ratings of transformers.	The conditions of the Schedules to the Draft Concession Agreement shall prevail. The Bidder has to undertake its own due diligence.
140	General			We presume Metering panel and Metering room is not bidder's scope of work.	The presumption is not correct
141	General			We presume that DG set as power backup for STPs will be designed to feed the critical loads only as per process requirement.	The presumption is not correct. DG is required for complete plant load. The Concessionaire shall ensure uninterrupted supply of power for all facilities during the Project.
142	Schedule 21 of the Conditions of Contract Agreement	4	Price adjustment for O&M	We understand that the Price adjustment applicable for O&M, Kindly provide necessary Escalation formulae and necessary coefficient for labour, chemicals, material and diesel. Please confirm.	Bid conditions are self-explanatory
143		9.4 (d)	Power Charges during O&M	We understand that the Power required during commissioning and O&M period will be provided by the Department Please confirm.	The power charges paid by the concessionaire during the O&M period only will be reimbursed as per clause 9.4(d) of the Draft Concession Agreement
144			Statutory Variation during O&M period	Please confirm that any revision / addition of any change in Statuary variation, including minimum wages, ESI/EPF, Bonus, Change in taxes rate, and imposition of new / additional taxes by state / central government, Octrai, etc., shall be reimbursed during O&M Period.	Bidder may note that such changes shall be governed by Article 13 of the Concession Agreement for the STP Facilities

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
145		4.3	Power cut	Kindly provide us average duration of power cut in order to assess diesel consumption during O&M period. Please confirm.	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information
146			Failure to Meet Performance Requirements	Bidder Presume that, Poor quality of raw sewage, beyond design limit (as per the design Criteria) will effect the process units and which will leads to increase the resettle days of process units. During such instances No Penalty on quality / quantity / others shall be imposed to the contractor till the rectification of all process units. Kindly confirm	Please refer to the Addendum
147			Peak flow Period for O&M	Kindly provide peak flow hours in a day for bidder considerations.	The design is under Bidder's scope.
148			Sewage water analysis	Please provide the detailed sewage water characteristic for O&M of STP.	These details are not available. However, the Influent Parameters for design purpose are stated in Schedule 11 (Part A) - 1.1.
149		Schedule 1	Digha STP Point No. XVIII –	Asset Management software requirements for major equipment's shall be as per contractor design. Kindly Confirm.	Bidder has to develop, operate and maintain system developed under the project effectively as per the Scope of the Work.
150		Schedule 1	E. Flow Diversion Works	Kindly clarify the SPS RTU to STP SCADA/HMI Communication shall be GSM or OFC.	SPS RTU to STP SCADA/HMI Communication shall be GSM based.
151		Schedule 11(Part E)	- Control System Architecture	"Control System Architecture" drawings is missing in the contract document. Please provide the same.	Please refer to the BUIDCO website for the Control System Architecture Drawing. This is for indicative purpose only and the design is in Bidder's scope.
152		Schedule 1	Fire Fighting System	Firefighting system - We understand that firefighting system shall comprise of fire extinguishers and sand buckets only. And there is no need to provide fire hydrant system. Please confirm.	It is clarified that the firefighting system shall be designed as per prevailing standards and good engineering practices.
153	General			Kindly specify the list of approved vendor for Instrumentation work	The Concessionaire shall propose the vendors with credentials, Quality Approval Plan, drawings etc. and have the approval of Project Engineer and BUIDCO during detailed engineering.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
154	Draft Concession Agreement	3.6.(c)		As per the Clause, "BUIDCO or NMCG has failed to satisfy any of the Conditions Precedent required to be satisfied by it", no clause for compensation to the Bidder is mentioned for the Cost incurred during the CP Long Stop Period. Kindly clarify.	No change
155	Draft Concession Agreement	4.3.		As per the Clause, " <i>The Concessionaire acknowledges and agrees that if any error or discrepancy is subsequently discovered in the data made available by BUIDCO, then, such error or discrepancy shall not entitle the Concessionaire to any extension of the Scheduled STP Payment Milestone Completion Date, the Scheduled STP Construction Completion Date and/or compensation for additional costs incurred. Further, any misinterpretation of the data, studies and reports provided by BUIDCO shall not relieve the Concessionaire from the performance of its obligations under this Concession Agreement on the ground that it could not reasonably be expected to have foreseen any of the matters listed in Clause 4.3(c) (i) to (ix) above, which affect or may affect the Project or the performance of any of its obligations under this Concession Agreement.</i> ". We request you to provide Extension of Time required due to the Time incurred in rectifying the data/ studies.	No change
156	Draft Concession Agreement	5.1		We request you to kindly reduce the STP Performance Security to 5% (including 1% ESHS Performance Security).	No change
157	Draft Concession Agreement	5.14		Clause mentions that BUIDCO shall have the right to draw on the STP Performance Securities. Instead of drawing from the Performance Securities, we request you to kindly appropriate the payment as per the Escrow waterfall.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
158	Draft Concession Agreement	5.21 (a)		As per the Clause, Bank Guarantee of 110% of the Mobilization Advance Amount is to be submitted for the mobilization amount. Instead of Bank Guarantee, we request you to deduct the repayment from the grant amount.	No change
159	Draft Concession Agreement	5.22 (a)		Kindly mentioned the quantitative definition of unreasonable Bid Project Cost as percentage variation of the Bid Cost defined by the authority.	The conditions of the RFP and Draft Concession Agreement shall prevail
160	Draft Concession Agreement	7.6 (r)		We request you kindly amend the Land Loading rate to 100% of Land rate for additional land requirement.	No change
161	Draft Concession Agreement	7.11 (e)		For compensation of delay, we request you to treat every event separately even if they occur concurrently.	No change
162	Draft Concession Agreement	9.3 (d)		We request you to amend the 8% Interest on the Mobilization Advance if the Concessioner not achieve the STP payment milestone. We request you to consider the Interest rate at Bank rate in line with MCA.	No change
163	Draft Concession Agreement	9.5		Waterfall mechanism has to be clearly mentioned and interest accrual of next two quarterly payments has to be retained in the Escrow Account itself.	The conditions of the Draft Concession Agreement shall prevail
164	Draft Concession Agreement	13.2 (a)		Kindly consider the Change in Law to be any type of change in law which materially impacts the project cost	No change
165	Draft Concession Agreement	16.6		The funding of the project by the lenders will be only for the STP portion and not for the network portion. Network portion falls under the EPC category. To attract lenders and make the project viable, it is prudent that the default clause be bifurcated as follows: (i) Digha – Kankarbagh should be treated as 2 separate package since project cost is also separate. The default of network not to impact / impose on STP.(ii) Default of Digha to be treated separately and not to be connected with Kankarbagh.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
166	General			<p>We understand that, since Digha & Kankarbagh Project consists majorly of 2 Components:-</p> <p>1) Sewerage Network along with SPS – EPC Mode</p> <p>2) I&D Works along with Construction of STP – HAM</p> <p>We presume that SPV has to be formed only for the HAM Portion of the Project. For the EPC Portion, the bidders can execute the works as Single Entity or Consortium.</p> <p>Kindly Clarify</p>	The SPV shall be responsible for executing both the STP Facilities and Sewerage Network Facilities
167	General			<p>The construction period for Sewage Network is 31 Months whereas for I&D and STP is 21 Months. Will revenue for I&D and STP start after completion i.e. 21 months even when Network is not ready. Also in case Network is not ready will HAM portion of work be eligible for deemed COD? If not, we propose to have same completion period for both elements of project i.e. 31 months.</p>	No change
168	Draft Concession Agreement	7.15		<p>COD of STP Facilities depends on the following:-</p> <p>(iii) the Concessionaire having completed, tested and commissioned the Digha SPS B of the Digha Sewerage Network Facilities and the Kankarbagh SPS B of the Kankarbagh Sewerage Network Facilities, along with their rising mains as described in Annexure 12 of the RFP</p> <p>(iv) the Concessionaire having achieved and certified by the Project Engineer, that at least 60% of the length of the network has been laid completely, in each of the Digha Sewerage Network Facilities and the Kankarbagh Sewerage Network Facilities</p> <p>Considering the complexity of the project, we request you to kindly delink the COD of STP Facilities & Sewerage</p>	No change. Please refer to the Addendum

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
				Network Facilities, as nature of each component of work is different.	
169	Draft Concession Agreement	16.6		<p>The Clause suggests that "If an Event of Default affects only 1 Facility but not both the Facilities, then, it is clarified that a partial termination of this Agreement to exclude the Facility affected by the Event of Default shall not be permitted and any termination of this Agreement will be for both the Facilities."</p> <p>We request you to consider this clause as ,In case of BUIDCO's Event of Default or NMCG's Event of Default affects only 1 Facility, then Partial Termination of this Agreement shall be allowed. Further, even in case of any hindrance (beyond the control or indefinite delay) which affects only 1 Facility, then also Partial Termination of this Agreement shall be allowed.</p>	No change
170	BOQ			As per the BOQ for sewerage, network diameter up to 400 is DWC and above 400 mm is RCC NP3 pipe. We request you to accept the DWC pipe up to diameter 100 mm.	The Bid conditions shall prevail

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
171	BOQ		BOQ for Manhole & HH connections	As per the BOQ, Construction of manhole & HH connections are precast type. Whereas the drawing provided for the same is for cast in situ with Brickwork only. Request you to please clarify the type of manhole & HH connections and provide the manhole drawings accordingly.	Kindly refer to the Addendum and the revised BOQ for the requisite details.
172	BOQ		BOQ for RCPC manhole cover for Digha Network	As per the BOQ, for RCPC manhole frame & Cover the total quantity is 42076 Nos, Whereas the total number of manholes & HH connection are 43562. Please clarify the these mismatch of Manhole cover quantity.	Kindly refer to the Addendum and the revised BoQ with the requisite details.
173	BOQ		BOQ HH connections	As per the BOQ for HH connection, the size is mentioned as 450mm X 500 mm X 1000 mm, whereas in the drawing, size mentioned is 900 X 900 X 1000 mm. Request you to confirm the size of HH Connection Chamber.	Kindly refer to the Addendum and the revised BoQ with the requisite details.
174	BOQ		BOQ HH connections	Item description mentioned that the price for HH connection should be one MD-10 RCC circular manhole cover with frame as per IS:12592 of approved make supplied. Whereas separate BOQ is available for the RPCP Manhole frame & Cover in the item no .2 of Part III : Construction of Manholes & HH connections. Please clarify the same.	Kindly refer to the Addendum and the revised BoQ with the requisite details.
175	BOQ		BOQ ,Part IV ,Road restoration including trenchless works. Sl.No.5	As per the BOQ. we presume that the price to be quoted for the item includes supply of casing pipe & respective trenchless works only, and the cost for carrier pipe shall be paid as BOQ item Part-II (Providing & laying of Sewer lines) item no 1& 2. Please confirm	Confirmed.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
176	RFP	4.1.2 b(ii)	(ii) in case of a Consortium, the Development/Design and Construction experience set out in Clause 4.1.1(a) must be demonstrated by one Member and the Operation and maintenance experience set out in Clause 4.1.1(b) may be claimed by a different Member;	Whether both the criteria's under clause 4.1.1 (a) and Clause 4.1.1 (b) can be fulfilled jointly by both the JV members.	Bid conditions are self-explanatory
177	RFP	4.1.1 a (ii)	(ii) Sewerage Network: The Bidder should have A. (A)developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150 (one hundred and fifty) km of which (1) at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter and	Please confirm the stoneware pipes is the part of sewerage network. Please consider (I) at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter in any same / other sewerage network project.	Stoneware pipe is not a part of Sewerage Network. Please refer to the Addendum for the revision of Clause 4.1.1 of the RFP
178	General			Pl provide us a Soil bearing capacity report if any for indicative purpose only.	The available information has been shared in the Bid document. The survey and design is under Bidder's scope. The Bidder has to undertake their own due diligence.
179	RFP	3.1.C	Nature of Bidder	For 3.1.C, we understand that maximum number of members in the consortium comprising the lead member, partner and associate is limited to 3. In this case please confirm that the condition under clause 3.2(ii) holds good for consortium member, partner, and associate i.e each member shall hold not less than 26% of the total Capital and voting rights during the construction period and until after three years after the COD	Any member whose technical/financial experience is taken into consideration for the purpose of evaluation of STP experience shall hold not less than 26% of the total Capital and voting rights during the construction period and until after three years after the COD. Bidder may further refer to definition of Associate in the RFP

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
180	RFP	3.1.C	Nature of Bidder	<p>We understand the following points are also applicable under the said clause pls. confirm</p> <p>(v) The lead partner and the other Joint venture partners shall jointly satisfy the criteria specified in Section 4.1.1</p> <p>(vi) None of the consortium members shall be under blacklisting / debarment as on the date of the bidding</p> <p>(vii) The bidder / partners of the Joint Venture/Consortium should furnish an undertaking that they are not going through/or underwent any insolvency proceedings or any liquidator appointed.</p> <p>(viii)The bidder / partners of the Joint Venture/Consortium should have consistently made profits in the last 5 years and the P&L to reflect the same.</p>	As per RFP document
181	RFP	1.1.2 (b)	1.1.2 b) To be technically qualified for evaluation of the financial proposals ;	<p>We understand qualifying requirement of all member will be met/ satisfied is 4.1.1.</p> <p>Hence we understand that in clause 4.1.2 b)</p> <p>Each JV partner shall have experience of either STP and/or Sewerage network fulfilling the provisions of clause 4.1.1</p>	Bid conditions are self-explanatory
182	RFP	4.1.1 a)	(ii) Sewerage Network: The Bidder should have A. (A)developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150 (one hundred and fifty) km of which.....	<p>We believe that in case of JV or consortium, this criteria is to be met by a single partner in a single project. Please confirm.</p>	The specified experience is to be met by a single partner in accordance with Clause 4.1.1 (a) of the RFP
183	RFP	4.1.1.a.(ii) A		<p>Please clarify if the requirement of sewerage network of 150 km is applicable for a single contract only and not cumulative of multiple projects.</p>	The specified experience is to be met by a single partner in a single project.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
184	RFP	4.1.1.a.(ii).A	Sewerage Network	We understand that the sewerage piping and sewerage PS criteria mentioned under 4.1.1 a (ii) A (1) & (2) can be met in separate projects other than '4.1.1 a (ii) A' because nominated subcontractor's experience reference cannot be from the same reference project of '4.1.1 a (ii) A'. Please confirm	No change. Please refer to the Addendum
185	RFP	4.1.1.a.ii	Sewerage Network To claim design and construction experience, the entity claiming experience should have been appointed as the principal contractor (i.e., the contractor hired directly by the owner of the project/entity developing the relevant STP) and any other subcontractor experience is not permitted for claiming Technical Capacity.	For the design experience sewerage network and Pumping station, the tender permits a nominated subcontractor and in the para below the document says, a nominated subcontractor is not permitted. We believe that the experience of the nominated subcontractor need not be for the qualification 4.1.1(ii) since the nominated subcontractor provision will also apply to 4.1.1 (ii)A	No change. Please refer to the Addendum
186	RFP	4.1.1.a.(ii).A.(2)	Sewerage Network	We note that the tender calls for pumping station of a minimum of 55 MLD capacity. Since the pumping station construction is generally associated with STP, we request the applicability of the experience in a separate project is also acceptable	Please refer to the Addendum
187	RFP	4.1.1.(ii) A. (2)	Sewerage Network: (2) at least one sewage pumping station of minimum capacity of 55 (fifty five) MLD during the last 7 (seven) years; and	Request the same to be added as a separate requirement for the sewage network as item (c) under 4.1.1(ii). (C) Design, build and commissioned atleast one sewerage pumping station of minimum capacity of 55 MLD during the last seven years	Please refer to the Addendum

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
188	RFP	4.2(a)(i)	Financial Criteria	<p>As per the tender norms the net worth requirement of a bidders should be atleast 25% of Budget. The tender calls for 250 Cr, which leads to a budget of 950 Cr. We feel that this budget is very low considering the scope of works. We request you to relook the budget and increase the net worth requirement so that only financially healthy bidders can participate.</p>	No change
189	RFP	4.2(a)(i)	Financial Criteria	<p>Clause 4.2(a) We find that the Bidder's net worth requirement is Rs.250 Cr. under clause 4.2 (ii) A. It is stipulated that all the consortium members should cumulatively meet this. We understand that since this project is of huge magnitude, the net worth of each of the consortium members in case of JV will be min. of 26% net worth required in this tender</p>	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
190	RFP	4.1.1 a) (i) C	<p>C. have been successfully operational for any 24 (twenty four) consecutive months in the 7 (seven) years preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such STP(s), as evidenced by the issuance of a completion certificate by the relevant government authority/client.</p>	<p>As per the Development/Design and Construction experience We hereby would like to request that STP should be completed in last 7 years and should be under operational. We request you to not to include O & M experience of 24 months for same plant this is because operation and maintenance experience of STP is already defined in clause 4.1 (b) pg 53 separately.</p>	<p>No change</p>

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
191	RFP	4.1.1 a) (ii) A Sewerage Network	A. (A)developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150	As per the tender document the total scope of sewerage network is 453 kms whereas in prequalification criteria requirement is only 150 kms which is 33% of total scope. To complete such huge network the bidders should have experience of at least 80% of the total scope as per the CVC guidelines. Hence request you modify the clause as below: A. (A)developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 350(three hundred and fifty) km more than or equal to 200 mm diameter	No change
192	RFP	4.1.1 a) (ii) Sewerage Network	(ii) Sewerage Network: The Bidder should have A. (A)developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150 (one hundred and fifty) km of which (1) at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter and (2) at least one sewage pumping station of minimum capacity of 55 (fifty five) MLD during the last 7 (seven) years; and	We understand that you are looking for bidders who have substantial experience in sewerage work along pumping stations. We have vast experience in sewerage work across india, however we request you to allow experience of one kms sewerage network more than or equal to 1500 mm and pumping stations of minimum capacity of 55 (fifty five) MLD in seperate projects. Hence request you modify the clause as below: B. Constructed at least one km should be more than or equal to 1400 (one thousand four hundred) mm diameter and C. Constructed at least one sewage pumping station of minimum capacity of 55 (fifty five) MLD during the last 7 (seven) years; and D. built and commissioned a sewerage network of a minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) years.	Please refer to the Addendum

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
193	RFP	4.1.1 a) (ii) Sewerage Network	If the Bidder does not have required experience for claiming Technical Capacity under 4.1.1(a)(ii)(A)(1) and/or 4.1.1(a)(ii)(B), the Bidder will be required to nominate an experienced contractor which meets the criteria set out in 4.1.1(a)(ii)(A)(1) and/or 4.1.1(a)(ii)(B), above.	Sewerage network using trenchless technology is a specialised job and there are limited contractors having such experience. Works of Sewer and pumping We request you allow nominated subcontractor only for criteria set out in 4.1.1(a)(ii)D i.e D. built and commissioned a sewerage network of a minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) years.	Please refer to the Addendum
194	RFP	4.1.1 b) Operation and maintenance experience	<p>i. The Bidder shall have operated and maintained one STP of at least 60 (sixty) MLD capacity, or 2 STPs of at least 40 (forty) MLD capacity each or 3 STPs of at least 30 (thirty) MLD capacity each, for any 24 (twenty four) consecutive months in the 7 (seven) years immediately preceding the Bid Due Date, in accordance with the relevant concession agreement or similar contract executed for such STP(s). The STP(s) for which the Bidder is claiming O&M experience should have been developed using any technology.</p> <p>ii. For this purpose, the Company claiming the experience will be required to submit a certificate issued by the relevant government authority.</p>	We request you to allow nominated subcontractor If the Bidder does not have required experience for of operation and manitainance claiming Technical Capacity under 4.1.1(b), the Bidder will be required to nominate an experienced contractor which meets the criteria set out in 4.1.1(b), above	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
195	Schedules to Draft Concession Agreement	2.2.7.Fine Bubble Aeration system Membrane made of Polyurethane/silicon elastomer.	Schedule 11 (Part C) Mechanical Equipment General and particular specification	From this specification bidder understand that PU/Silicon elastomer membrane MOC is accepted other MOC is not accepted. Please confirm.	Confirmed.
196	Schedules to Draft Concession Agreement	1.1 Flow and raw sewage characteristics	Schedule 11 (Part C) Mechanical Equipment General and particular specification	Kindly provide minimum and maximum Sewage temperature	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information
197	Schedules to Draft Concession Agreement	1.1 Flow and raw sewage characteristics	Schedule 11 (Part C) Mechanical Equipment General and particular specification	Kindly provide Volatile suspended values for design purpose	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information
198	Schedules to Draft Concession Agreement	1.6.5 Biological Treatment_ Continuous feed of raw sewage	Schedule 11 (Part A) Process Requirements	We understand that the sequential filling (alternate feed to reactor) of reactor/tank is also considered as continuous feed of raw sewage. Please confirm.	The bidder has to ensure continuous outflow of the treated effluent.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
199	Schedules to Draft Concession Agreement	I. Digha STP Minimum 4 treatment trains with the provision of flow diversion within the trains	Schedule 1 Scope of work	We understand Minimum treatment unit of 4 treatment train has to be followed for biological treatment unit to have 100 % availability of plant. Please confirm.	Process design of STP is under bidder's scope, however, bidder has to ensure continuous outflow of the treated effluent.
200	Schedules to Draft Concession Agreement	II. Kankarbagh STP: Minimum 4 treatment trains with the provision of flow diversion within the trains	Schedule 1 Scope of work	We understand Minimum treatment unit of 4 treatment train has to be followed for biological treatment unit to have 100 % availability of plant. Please confirm.	Process design of STP is under bidder's scope, however, bidder has to ensure continuous outflow of the treated effluent.
201	Schedules to Draft Concession Agreement	1.6.12 Sludge drying and storage sludge drying system shall be provided	Schedule 11 (Part A) Process Requirements	The requirement of sludge drying system shall be decided by the contractor to achieve 20% outlet sludge consistency. Please confirm.	Please refer to the addendum

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
202	Schedules to Draft Concession Agreement	1.6.5 Biological Treatment If MBBR technology is provided, the Concessionaire shall provide equalization tank	Schedule 11 (Part A) Process Requirements	For MBBR system, Equalization tank and anoxic tank is mandatory. Please confirm.	MBBR reference has been deleted. Kindly refer the addendum for the same.
203	RFP	21. Financial Proposal		Kindly provide Bid Price Sheet in excel format .which is not available in portal.	Bidder may refer to e-procurement website of Bihar - http://eproc.bihar.gov.in where all bid-documents are available
204	Schedules to Draft Concession Agreement	1.1 Optional facilities within Patna STPs 1.1.1 Energy generation (for Digha STP)	Schedule 11 (Part A) Process Requirements	Since Primary clarifier and Sludge digestion systems are mandatory, the Energy generation facilities should be also mandatory to avail the benefit of primary clarifier and sludge digestion system which in turn reduce the overall power consumption considerably. Hence request to make power generation as mandatory. Please confirm.	Bio gas based power generation has been made mandatory for both Digha and Kankarbagh STPs. Kindly refer the addendum.
205	Schedules to Draft Concession Agreement	1.6.8 Sludge Thickeners for Kankarbagh	Schedule 11 (Part A) Process Requirements	Since the Kankarbagh STP is less (50 MLD), the sludge thickening unit can be optional. Please confirm.	Bid conditions shall prevail.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
206	Schedules to Draft Concession Agreement	1.1.2 Gas holders: The gas holders capacity shall be as per CPHEEO manual	Schedule 11 (Part A) Process Requirements	From this specification, gas holder capacity and type shall be designed as per CPHEEO manual. Please confirm	The process design is under Bidder's scope, which shall be as per the relevant standards and best engineering practices.
207	Schedules to Draft Concession Agreement	2.9.7. Polyelectrolyte solution preparation and dosing system Polyelectrolyte solution is needed to be prepared and dosed for aiding sludge thickening and Dewatering.	Schedule 11 (Part C) Mechanical Equipment General and particular specification	Dosing of polyelectrolyte for sludge thickening shall be selected depends on the treatment unit selected (Mechanical/Gravity). Please confirm.	The process design is under Bidder's scope, which shall be as per the relevant standards and best engineering practices.
208	Schedules to Draft Concession Agreement	Key performance indicator	Schedule 10	We understand that the samples should be tested in NABL accredited laboratory which will be inside the plant. Please confirm.	NABL accredited laboratory need not be inside the plant.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
209	Schedules to Draft Concession Agreement	2.23.4 Odour control	Schedule 11 (Part C) Mechanical Equipment General and particular specification	The layout has to be arranged in such a manner that odor emission unit shall not be located near plant boundary. Specific Odor Control treatment unit is not required for this contract. Please confirm.	The Bidder shall undertake their own assessment to determine odour control requirement and design odour control system accordingly
210	Schedules to Draft Concession Agreement	2.2.4.3 Final Effluent Utilization system Final effluent shall be filtered prior to use.	Schedule 11 (Part C) Mechanical Equipment General and particular specification	From this specification the bidder understand that self-cleaning filter is mandatory for effluent utilization (wash water) purpose .please confirm.	The Draft Concession Agreement is self-explanatory.
211	Schedules to Draft Concession Agreement	II. Kankarb agh STP: Minimum 4 treatment trains with the provision of flow diversion within the trains	Schedule 1 Scope of work	Since the plant capacity is less (50 MLD), minimum two (2) treatment train shall be sufficient. 4 treatment train for 50 MLD is overdesigned and will increase the capital cost. Please clarify.	Process design of STP is under bidder's scope, however, bidder has to ensure continuous outflow of the treated effluent.
212	Schedules to Draft Concession Agreement	Process requirement	Schedule 11 (Part A) Process Requirements	Wherever minimum number of units (working and standby) specified in process requirement, the same should be adopted in design. Please confirm.	The Draft Concession Agreement is self-explanatory.
213	Schedules to Draft Concession Agreement	Process requirement	Schedule 11 (Part A) Process Requirements	Minimum number of trains are not applicable for the following unit. Please confirm. Grit Basin Primary Clarifier Disinfection system Sludge treatment unit	The Draft Concession Agreement is self-explanatory.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
214	Schedules to Draft Concession Agreement	Clause 1.I.a.iii	Schedule 1 Scope of work	Construction of boundary wall for Digha STP à We presume that the length of boundary wall shall be limited to land requirement for construction of STP by bidder.	The Bidder needs to make provision in the land for the future flows (2050). The boundary wall shall encompass the entire footprint required for accommodating the STP for 2050 capacity.
215	Schedules to Draft Concession Agreement	Clause 1.II.b.i	Schedule 1 Scope of work	Kanrarbagh STP à Demolition of existing structures and disposal of all E&M and civil debris to the requirement of Bihar Raj JalParishad and / or BUIDCO. Please give a list of structures to be demolished. Also, mention the dimensions of structures and its material of construction.	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information
216	Schedules to Draft Concession Agreement	Clause 1.II.b.iv	Schedule 1 Scope of work	Construction of boundary wall for Kankarbagh STP à We presume that the length of boundary wall shall be limited to land requirement for construction of STP by bidder.	The survey and design is under Bidder's scope.
217	Drawings		Plant layout including extent of land for Digha STP.	We do not find plant layout showing various tentative units in the drawing folder. Please include the plant layout in drawing folder.	The process and layout design is under the Bidder's scope. However extent of land available has been provided for Bidder's information.
218	Drawings		Plant layout including extent of land for Kankarbagh STP.	We do not find plant layout showing various tentative units in the drawing folder. Please include the plant layout in drawing folder.	Location plan and plot areas of the STP Site are given. The Bidder is expected to undertake their own assessment and design to prepare the plant layout.
219	Drawings		Proposed location plans of Digha STP.	We do not find proposed location plan with existing ground levels in the drawing folder. Please include location plan with boundary dimensions and existing ground levels. Without topography survey at STP site, hydraulics of the plant cannot be planned.	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information
220	Drawings		Proposed location plans of Kankarbagh STP.	We do not find proposed location plans with existing ground levels in the drawing folder. Please include location plans with boundary dimensions and existing ground levels. Without topography survey at STP sites, hydraulics of the plants cannot be planned.	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
221	Schedules to Draft Concession Agreement	1.16		Land development including cutting & filling, horticulture, arboriculture and landscaping à We presume that these works shall be limited to the land required by bidder for construction of STPs.	Presumption is not correct. Site development plan has to be made as per the approved layout plan.
222	Schedules to Draft Concession Agreement	1.32		Soil investigation reports à Tentative soil bearing capacities for Digha STP and Kankarbagh STP are not found. At least 3 exploratoryboreholes with bore log upto 30m are required at each site. This minimum geotechnical information should be made available in the bidding document.	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information
223	Schedules to Draft Concession Agreement	1.3.2	Schedule 11 (Part B) – General Civil Specification	Provided civil design requirements are found in order.	The Bid conditions shall prevail.
224	Conditions of Contract for Network	39.4 and 39.6		<p>a. Blinding and levelling concrete shall be M10 & M15 instead of M15 & M30.</p> <p>b. Sulphate resistant cement for liquid retaining structures may be deleted from scope as protective coating is being provided for RCC surfaces (splash zone) in contact with waste water.</p> <p>c. Waste water retaining structures should be allowed to design with 0.1mm crack width. This is permitted in Schedule 11 (Part B) – General Civil Specification in page 80 of 309, clause xiv.</p>	<p>a) Please refer to the Addendum.</p> <p>b) No change</p> <p>c) Please refer to the Addendum.</p>
225	Schedules to Draft Concession Agreement	Clause, 1.1.3	Schedule 11_Part A Process Requirements specifications Bio gas – Burner All gas pipework and weld on flanges shall be stainless steel 316L.	<p>We presume that Bio Gas pipe pipelines shall be SS 316L-Sch10 Welded as per ASME B36.19 M.</p> <p>Kindly Confirm.</p>	This should be as per relevant applicable standards.
226	Schedules to Draft Concession Agreement	Clause, 1.7.1	Schedule 11_Part B: General Civil Specifications Mild Steel Pipes	<p>We assume that, Thickness for all carbon steel pipelines, shall be as per IS 3589 Minimum Preferred Wall thk.</p> <p>Please confirm</p>	This should be as per relevant applicable standards.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
227	Schedules to Draft Concession Agreement	Clause, 1.3 Material of Construction Table	Schedule 11_Part C: Mechanical Equipment General and Particular Specifications Blower discharge - Distribution piping around aeration tanks - All diameters Ductile iron or Steel	Please Note that for Air lines Ductile Iron will not be suitable because internal of pipe shall be with cement lining which is not suitable for air service Hence we presume that Bidder can go for Carbon steel with epoxy painting / Galvanized pipes for air lines. Please confirm.	This should be as per relevant applicable standards.
228	Schedules to Draft Concession Agreement	Clause, 1.3 Material of Construction Table	Schedule 11_Part C: Mechanical Equipment General and Particular Specifications Drop Legs & headers(Under water - Stainless steel 304L	We presume that Air pipe line shall be SS 304L-10S Welded as per ASME B36.19 M. Please confirm.	This should be as per relevant applicable standards.
229	Schedules to Draft Concession Agreement	Clause, 2.27 Fine bubble aeration system	Schedule 11_Part C: Mechanical Equipment General and Particular Specifications The aeration system shall include air distribution purge system	We assume that Purge system shall be as per the Bidder's design. Kindly confirm.	This should be as per relevant applicable standards.
230	Schedules to Draft Concession Agreement	Clause, 2.3 Gravity Sludge Thickener	Schedule 11_Part C: Mechanical Equipment General and Particular Specifications Bridge : MS with Hot dip Galvanized (galvanizing minimum thickness shall be 80 micron) ...	Please note that, the Clarifier bridge is a fabricated steel structure and it is difficult to do HOT DIP Galvanizing due to size restriction of the bathing vessel.	No change
231	Conditions of Contract for Network	50.6. Power Connection	Main power supply connection from the nearest Source of Bihar state Electricity Board to SPS premises i/c Poles, cables, HT jointing Kit and all associated works as per Technical specifications shall be done by the contractor as per the direction of EIC.	kindly provide us the distance and type of incoming supply, voltage level, nearby substation etc. to consider appropriate electrical equipment	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
232	Conditions of Contract for Network	4.3 Determination of cost of Diesel used in DG set		We understand the DG set can be sized for the critical loads during power failure. Also the DG sets can be located outdoor; Bulk storage tank is not required to be considered. Please confirm	Since the plant is with power generation, the Bidder may size the DG set accordingly. The Concessionaire shall ensure uninterrupted supply of power for all facilities during the Project.
233	Schedules to Draft Concession Agreement	Schedule 1 Scope of work	E. Flow Diversion Works at Kankarbagh STP (Kankarbagh I&D Works) Undertake electrical and instrumentation works as per provisions detailed in key single line diagrams and plant control configuration diagrams.	kindly provide us the SLD for each area to understand the power flow clearly	Please refer to the BUIDCO website for the Generic Single Line Diagram. This is for indicative purpose only and the design is in Bidder's scope.
234	General		Non-redundancy for electrical equipment.	Bidder will be considered non-redundancy for all the electrical equipment. Please confirm.	Not confirmed. Bidder to provide standby / redundancy as per the Bid conditions.
235	General		Emergency Lighting	Kindly confirm that there is no requirement of emergency lighting requirement for any areas.	The Bidder's understanding is not correct.
236	General		Loading of DG & transformer	Loading of DG & transformer can be considered as 90%. Please confirm.	This is to be designed by the Bidder as per the relevant standards and best engineering practices.
237	General		Documentation	We understand that all technical documentation are required only after the award of contract. Please confirm	Query is not clear.
238	General		Metering point	We understand that metering for power measurement can be provided at HT or LT voltage level. Please confirm	This should be as per the utility supplier rules and regulations.
239	Schedules to Draft Concession Agreement	Schedule 11 (Part E) Instrumentation Works	GeneralThe "Control System Architecture" attached to the Scope of Works gives basic and minimum requirement of Instrumentation and Control Automation with electrical interface.	We are unable to find the Control System architecture. Kindly refer the article number where we could find the drawing.	Please refer to the BUIDCO website for the Control System Architecture Drawing. This is for indicative purpose only and the design is in Bidder's scope.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
240	Schedules to Draft Concession Agreement	Schedule 11 (Part E) Instrumentation Works	1.2 Design requirements for instrumentation and control systems (I&C) The installation arrangements for meters measuring conductivity, pH, dissolved oxygen, chlorine residual and ionic concentration shall include a sample bench and other facilities for operating portable test meters. Each installation shall incorporate a valve and pipework for obtaining a sample representative of the fluid at the position of the permanent meter, tundish and drain	We understand that analyzers can be located in field as per standard practices and vendor recommendations and the arrangements of sample bench and other facilities for operating portable test meters, tundish, pipework etc. are not applicable for in field installations of conductivity, pH, Dissolved Oxygen, Chlorine residual and ionic concentration, Turbidity analyzers. However such arrangements shall be provided in the Laboratory. Kindly confirm if understanding is correct.	Understanding is not correct. The Bid conditions shall prevail.
241	Schedules to Draft Concession Agreement	Schedule 11 (Part E) Instrumentation Works	1.2.1 Instrument Design Criteria All instruments to be used or installed within a corrosive sewerage environment shall be explosion proof and intrinsically safe.	We understand that Explosion proof and intrinsically safe transmitters/instruments are required only for instruments/sensor/limitswitches/solenoid valves located in the hazardous areas and not for instruments/sensor/limit switches/solenoid valves located in Safe Areas. Instruments in hazardous area installation shall be intrinsically safe and in case of instruments where intrinsically safe option is unavailable, explosion proof shall be provided Kindly confirm	The understanding is not correct. Bid conditions are self-explanatory.
242	Schedules to Draft Concession Agreement	Schedule 11 (Part E) Instrumentation Works	1.8.6 Hardware Details Peripheral Subsystem UPS	There is a discrepancy in the KVA rating mentioned in the tender . The tender specifies 3KVA and 2 KVA for remote locations. Please clarify on the KVA requirement and also clarify if the quantity mentioned is final .	Please refer to the Addendum. The design is under Bidder's scope.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
243	Schedules to Draft Concession Agreement	Schedule 11 (Part E) Instrumentation Works	1.8.6 Hardware Details Peripheral Subsystem IP Camera	The quantity of camera is mentioned as 1 no. Kindly clarify the minimum no. of cameras to be considered.	Please refer to the Addendum. Bidder has to make his own assessment based on his design for ensuring surveillance of entire plant.
244	Schedules to Draft Concession Agreement	Schedule 11 (Part E) Instrumentation Works	5. Input / Output Devices Each module should have its own microprocessor to execute its input/output function, maintain BUIDCO of its configured data, and perform module diagnostics.	Kindly clarify the term "BUIDCO" in the context of the given statement in the tender	Please refer to the addendum
245	Schedules to Draft Concession Agreement	Schedule 11 (Part E) Instrumentation Works	1.10 Detailed Specification of SCADA System Components 1.10.1 Data Acquisition The SCADA system shall perform data acquisition from PLC and field equipment. PLC is to be located at each location of the plant. PLC communications with Control Centre shall utilize the Open protocol like Modbus, Profibus and Ethernet tcp/ip.	Please clarify if each process area should be supplied with a redundant PLC or can process areas be supplied with Remote I/O Modules which will communicate to a Central PLC with redundant controller.	The number of PLCs will be based on the design of the Bidder

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
246	Conditions of Contract for Network	Schedule 20/ liquidated damages – operations/1.1 Associate Infrastructure – Availability	In computing the Availability of the trunk sewer, the Concessionaire agrees that the trunk sewer shall be considered as not Available, in the case of any chokes and blockages. In such cases the Acceptable Limit is as follows: 1 per month / 10 km length of trunk sewer. The Concessionaire agrees to rectify chokes / blockages within 24 hours of reporting / complaint / identification. If rectified between 24- 48 hours of reporting / complaint / identification – Liquidated Damages shall be 1.25% of the quarterly payments for each default.	You would accept that concessionaire will take necessary action to do rectification within the specified time limit since our payment is purely based on the sewage flow to the STP. The specified liquidated damages is very high So we request BUIDCO to remove this clause.	No change
247	Conditions of Contract for Network	Schedule 20/ liquidated damages – operations/1.1 Associate Infrastructure – Availability	(iv) Without prejudice to 1.1(iii) above, if the availability on any given day is less than the Guaranteed Availability, then the concessionaire is liable to pay Liquidated Damages as set out below	You would appreciate that concessionaire will take necessary action to do rectification within the specified time limit. The specified liquidated damages is very high We request BUIDCO to deduct the actual amount incurred for rectification.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
248	Conditions of Contract for Network	Schedule 20/ liquidated damages – operations/1.1 Associate Infrastructure – Availability	v) The aggregate Availability Liquidated Damages payable by the Concessionaire in any quarter of the Network O&M Period will be deducted from the O&M Charges due for such quarter. If the Availability Liquidated Damages for a quarter exceed the O&M Charges for such quarter, then the excess amounts shall, at the discretion of BUIDCO, either be adjusted against the O&M Charges for the subsequent quarter or recovered from the Sewerage Network Performance Security.	You would appreciate that the concessionaire will operate and maintain the STP facilities & Sewerage networks without any repair, in case anything happens we'll try to rectify it within the stipulated time. We'll not leave the work that let the penalty go beyond our quarterly O&M payment. We request employer to limit the aggregate Liquidated damages to 10 % of the O&M monthly payments	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
249	Conditions of Contract for Network	Schedule 20/ liquidated damages – operations/1.1 Associate Infrastructure – Availability/1.2 Associate Infrastructure – Power Consumption	<p>(A) For each Pumping Station, the Concessionaire shall be liable to pay liquidated damages to BUIDCO for any units of energy consumed beyond the Allowable Energy Consumption (whether from the grid or from the DG Sets) for such pumping station (Power Consumption Liquidated Damages), which will be calculated as follows:</p> <p>(I) For excess power consumption up to 5% of the Guaranteed Energy Consumption of the relevant Pumping station: Power Consumption Liquidated Damages: (Number of power units consumed in the relevant quarter – Guaranteed Energy Consumption for such quarter) * [Power Unit Rate] * 0.25</p> <p>(II) For excess power consumption between 5% and 10% of the Guaranteed Energy Consumption of the relevant Pumping station: Power Consumption Liquidated Damages: (Number of power units consumed in the relevant quarter – Guaranteed Energy Consumption for such quarter) * [Power Unit Rate] * 0.5</p> <p>(III) For excess power</p>	You would accept that concessionaire will stick on to the guaranteed energy consumption. The specified liquidated damages is very high. We request BUIDCO to deduct the actual unit rate for the excess units consumed.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			<p>consumption above 10% of the Guaranteed Energy Consumption of the relevant Pumping station: Power Consumption Liquidated Damages: (Number of power units consumed in the relevant quarter - Guaranteed Energy Consumption for such quarter) * [Power Unit Rate]</p>		

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
250	Conditions of Contract for Network	Schedule 20/ liquidated damages – operations/1.1 Associate Infrastructure – Availability /1.3 Lateral Network	For the Lateral Network facilities the Performance Standards set out below shall be applicable, beyond the Acceptable limit set out below. If necessary action is not taken by the Concessionaire within the time specified in the Charter of Services Schedule 15), then BUIDCO, at its discretion, may interfere to execute such works and deduct twice the charges incurred from the payments to the Concessionaire, apart from the Liquidated Damages.	You would appreciate that concessionaire will take necessary action to do rectification within the specified time limit. The specified liquidated damages is very high We request BUIDCO to deduct the actual amount.	No change
251	Conditions of Contract for Network	ARTICLE 2. Payment of O&M Prices/ 1. Payment of O&M Prices for Operations and Maintenance of Sewerage Network	a. NMCG shall pay O&M prices on a Quarterly basis, from the relevant Operations Starting Date to the Concessionaire, as determined in accordance with the provisions of this Clause and other relevant provisions of this Contract Agreement. The Quarterly prices in respect of Operations and Maintenance services shall be paid during the relevant Operations period as three times the quoted monthly O&M prices after necessary price adjustments and including for Liquidated Damages – Operations (including Power Consumption Liquidated Damages) computed as per Schedule 20 of this Contract.	We request client to make the O&M payment on monthly basis. As you are aware that there are fixed costs incurred by the concessionaire every month like manpower wages, vendor payments, chemicals etc. Please confirm.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
252	Draft Concession Agreement	9.4 O&M Payments/ (g) Power Charges /	H. The O&M Payments shall be paid by NMCG to the Concessionaire on a quarterly basis. For each STP Facility, the Concessionaire shall submit an Invoice to BUIDCO for each quarter on or before the 7th day of the first month of the following quarter, which should set out: (i) the Capex Annuity due to the Concessionaire in such quarter, along with interest in accordance with Clause 9.4(d)(ii) above; (ii) the STP O&M Charges due to the Concessionaire in such quarter; and (iii) the Power Charges for STP facilities including I&D Works incurred by the Concessionaire during such quarter for power drawn from the grid or the DG Sets, subject to the cap of the Power Charges based on the Guaranteed Energy Consumption for the relevant STP Facility.	The concessionaire is bound to pay the power charges to the Electricity Board on monthly basis and the same shall be reimbursed by BUIDCO on quarterly basis. So we request BUIDCO to reimburse power charges on monthly basis.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
253	Project Information Memorandum	Overview of the Scope	<p>Payments: During the Design Build Period, the payments shall be made against the approved invoice raised by the Operator upon achievement of pre-approved monthly milestones. During the O&M period, the Operator will receive indexed O&M charges based on his quote and reimbursable power charges for operating and maintaining the Sewerage Network Facilities, as quarterly payments.</p>	<p>We request client to make the O&M payment on monthly basis for sewerage network facilities. As you are aware that there is a fixed cost (like manpower wages) incurred by the concessionaire every month. Please confirm.</p>	No change
254	Draft Concession Agreement	9.4 O&M Payments/(g) Power Charges	<p>(i) The Power Charges for the STP Facilities including the I&D Works shall initially be borne by the Concessionaire, which shall be reimbursed by NMCG to the Concessionaire, subject to a quarterly cap of: (A) the Power Charges based on the Digha Guaranteed Energy Consumption separately for both STP Facilities and I&D Works; and (B) the Power Charges based on the Kankarbagh Guaranteed Energy Consumption, separately for both STP Facilities and I&D Works</p>	<p>As Electricity connection will be in the name of the employer and electricity board being a govt agency the relationship will be better. We request NMCG to pay the power charges directly to the Electricity board and deduct from our payments.</p>	No change.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
255	Draft Concession Agreement	8.13 Disposal of By-Products and the Treated Effluent / (c) Disposal of Digested Sludge	(iii) The Concessionaire shall, subject to compliance with Applicable Laws and Applicable Permits, be free to sell the Digested Sludge, at such price and to such Persons as it may deem fit or dispose the Digested Sludge at the Waste Disposal Sites. Provided that if the Concessionaire sells the Digested Sludge to any third party, the Concessionaire shall be required to share 50% of the revenues from such sale with BUIDCO.	We request BUIDCO to share the profit since the concessionaire needs to incur cost towards digested sludge.	Please refer to the Addendum
256	Schedules to Draft Concession Agreement	Schedule 7. Liquidated damages/1. I&D work/	1.1 LD on overflow in Interceptor and Diversion Works for Digha STP Facilities and Kankarbagh STP Facilities Beyond one occurrence per quarter for each structure of I&D Works of Digha STP Facilities and Kankarbagh STP Facilities, LDs will be charged as follows.	We would appreciate that concessionaire will take necessary rectification within the specified time limit. The liquidated damages is very high We request BUIDCO to deduct the actual amount incurred for rectification.	No change
257	Schedules to Draft Concession Agreement	Schedule 10/ Key Performance Indicators/1.3	A grab sample would be collected once a week and shall be tested in a NABL accredited laboratory	Conducting test at NABL accredited Lab on weekly basis will attract substantial expenses. The Concessionaire being a responsible entity intended to provide the quality services. the BUIDCO is requested to review the Onsite lab reports and to reduce the Analysis frequency at external NABL accredited lab to once in a month for only key inlet and outlet parameters. Pls confirm.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
258	Schedules to Draft Concession Agreement	Schedule 10/ Key Performance Indicators/1.1 availability	The Concessionaire shall ensure that the Availability of the STP Facilities excluding the I&D works on every day during the O&M Period shall be at least 100% (the "Guaranteed Availability"). For the I&D Works, the Guaranteed Availability of the I&D Works shall be 100%, during the mandated O&M Period and on the days of operation of the relevant I&D Works as per the I&D Requirement Notice received from BUIDCO.	<p>1) We presume there will be 100% sewage flow to the STP as well as I&D works</p> <p>2) We request Client to fix the guaranteed availability at 90 %. As there will be periodic maintenance of the plant, Unplanned maintenance, Feed water variations etc.</p>	No change. The conditions of the draft Concession Agreement shall prevail
259	Draft Concession Agreement	8.12 Key Performance Indicators/ (a) Availability	(ii) In computing the Availability of each STP Facility, the Concessionaire agrees that the STP Facility will be deemed to be Available at all times, other than during the period of: (A) an Unscheduled Outage affecting such STP Facility; (B) (C) a Power Outage affecting such STP Facility; (D) (E) suspension of the O&M services for such STP Facility, for reasons attributable to the Concessionaire (in accordance with Clause 15.1 and 15.2); or (F)	We request BUIDCO to include the following points a) Non Availability of feed water b) Feed water parameters exceeding beyond the design limit effecting the treatment process.	Please refer to the Addendum for the revision of the limits of the influent sewage characteristics.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			(G) an Emergency affecting such STP Facility, attributable to the Concessionaire, (H) (I) during which the STP Facility will be deemed to be not Available.		
260	Draft Concession Agreement	9 payment and invoicing/9.6 Taxes and Royalties	(a) The Construction Payments and the O&M Payments are inclusive of all Taxes.	We understand that, any changes in taxes & duties or introduction of new taxes during the O&M period. Shall be reimbursed by BUIDCO/ NMCG at actuals. Please confirm.	The bidder's lump sum quote is inclusive of all applicable taxes. However, any change in taxation shall be in accordance with the provisions of Change in Law.
261	Schedules to Draft Concession Agreement & Project Information Memorandum	Schedule 11 (Part A)/ 1.1 Flows and raw Sewage characteristics & Annexure 12	The Influent Parameters for design purpose are stated below for Patna STPs mentioned below & Wastewater quality for the design of proposed STP for Digha & Kankarbagh zone is as tabulated below	<p>1) The influent parameters are given in two different documents. The COD value & pH value differ in both the documents. Please confirm which to consider.</p> <p>2) And also in "3 B / schedule to concession agreement" under Schedule 10/ Key Performance Indicators (page no.48), it is mentioned as follows The Concessionaire shall not be responsible for adherence to the above requirements of Treated Effluent in an event the values of the Influent Standards are as per table below.</p> <p>3) It is said that the concessionaire is not responsible to adhere to the treated water standards when influent ph value & COD value are greater than 9 and 500 respectively. But the COD value is 550 in "3B schedule to concession agreement document" and pH is 9.9 in "1 B Annexure 12 - Project Information Memorandum". Please provide us the final and correct influent parameter.</p> <p>4) Kindly provide us the influent TSS value & fecal coliform</p>	Please refer to the Addendum

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
262	Schedules to Draft Concession Agreement	Schedule 11 (Part G) / Specifications for Operation and Maintenance/ 1.6.8. Testing Methodology and Frequency	The raw sewage and Treated Effluent shall be tested and checked for compliance post COD with KPIs as defined below.	We request BUIDCO to consider 8 hourly composite sample	No change.
263	RFP	16 B. O&M security	<p>a. Digha STP O&M Security for a value equal to 4% of the Digha STP BidProject Cost in the substance and form set out in Annexure 4A or in another form approved by BUIDCO,</p> <p>b Kankarbagh STP O&M Security for a value equal to 4% of the Kankarbagh STPBid Project Cost in the substance and form set out in Annexure 4A or in another form approved by BUIDCO,</p> <p>c. Digha Network Performance Security for the O&M Period for a value equal to 4% of the Digha Design Build Cost in the substance and form set out in Schedule 22 of Conditions of Contract or in another form approved by BUIDCO,</p> <p>d. Kankarbagh Network</p>	The O&M security of 4% on the bid project cost value for 15 years and renewal on every 3 years seems to be on higher side, we request you to accept the Performance bank guarantee of 4% of the total contract value for the 1st year alone and provide renewed security on the remaining contract value during the subsequent year (i.e.) reducing by one fifteenth every year. Please confirm	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			<p>Performance Security for the O&M Period for a value equal to 4% of the Kankarbagh Design Build Cost in the substance and form set out in Schedule 22 of Conditions of Contract or in another form approved by BUIDCO.</p> <p>16B.2 The STP O&M Securities shall remain valid for the entire term of the Concession Agreement.</p> <p>The Digha Network Performance Security / Kankarbagh Network Performance Security shall be valid for three years and will be renewed every three years till the End of Concession.</p>		
264	RFP	Section IV: bid data sheet	21.2.1 The prevailing Electricity Tariff referred to as 'Base Rate of Electricity Tariff' is INR 10 per KWh.	We understand that the "Base Rate of Electricity" mentioned in the bid data sheet of the tender is inclusive of the fixed demand power charges. Pls confirm.	The rate mentioned is only for evaluation purposes and the payment will be on actuals
265	Project Information Memorandum		Project details/ project scope/ Digha STP facilities/ point no.4 Digha Sewerage Network	O&M period is not mentioned in this particular table. We presume From OSD till End of Concession	Please refer to the Addendum
266	RFP	Annexure 8 / Financial Proposal Forms	Provided as a separate MS Excel file called Bid Price Sheet	We could not find bid price sheet. We request BUIDCO to provide us the bid price format.	Bidder may refer to the e-procurement portal of Bihar government - eproc.bihar.gov.in for all tender documents

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
267	General			Can we have the historical data for past one year of inlet sewage parameters?	The requested information is not available. The Bidders have to undertake their own due diligence for any other additional information
268	General		Digha STP facility, SPS A & B, ID SPS A & B and Kankarbagh STP facilities , SPS A & B.	Kindly let us know the power failure duration in a month	The requested information is not available. The Bidders have to undertake their own due diligence for any other additional information
269	General		Digha STP facility	Kindly let us know the distance of the following i) Distance between SPS A and Digha STP ii) Distance between SPS B and Digha STP iii) Distance between I&D SPS A and SPS A (for option2) iv) Distance between nalla tapping point at mandiri nalla and I&D SPS A v) Distance between nalla tapping point at anandpuri nalla and I&D SPS A vi) Distance between nalla tapping point at Kurji pul and I&D SPS B	The survey and design is under Bidder's scope. Locations of all the pumping stations are already provided in Annexure 12 – Project Information Memorandum- Pages 19-20. The distance between the pumping stations and STPs and between pumping stations may be ascertained by the bidder.
270	General		Kankarbagh STP facility	Kindly let us know the distance between SPS A and SPS B	The survey and design is under Bidder's scope. Locations of all the pumping stations are already provided in Annexure 12 – Project Information Memorandum of the Addendum using which the bidder may make his own assessment.
271	General		Sewerage network	Kindly let us know whether the Pipe line from SPS to STP will be above ground or underground?	The survey and design is under Bidder's scope.
272	General		Guaranteed energy consumption	We understand that guaranteed power consumption value is only for the process equipment's and not for the auxiliary load like office / street & plant lightings.	Guaranteed power consumption is inclusive of all auxiliary services, including office, lightings, etc.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
273	General		Sewerage network	<p>Kindly let us know the number of household connections for which sewerage network to be done in Digha zone & Kankarbagh zone</p> <p>Kindly let us know whether metering has to be done? If yes no of meters?</p>	<p>Bidder may refer to the scope of work as given in the Drawing no 35-00027-D-26 00-J-011-0 in the file named "11_House Service Connection Pit_A2" under 3C Schedule 12 to Conditions of Contract. Connection to individual households is not part of the scope of work of this project. The related details shall be as per the BOQ and Drawing.</p> <p>Metering is not to be done by the Bidders.</p>
274	Conditions of Contract for Network	Clause 4.2	Access to the Site and Sewerage Network	<p>It is mentioned in the Tender, "The BUIDCO shall provide the Concessionaire free of charge possession and access of the above mentioned sites and right of way for the Sewerage Network during the Contract Period, so as to ensure that the Concessionaire shall achieve progress of work consistent with the milestones, if laid down in SCC clause 11"</p> <p>We believe that all necessary permissions from concerned authority for road excavation, municipality road excavation, railway crossing and SH/NH crossing are available with the client and the contractor will have to pay no fees or bank guarantee to these authorities for the said project. Kindly confirm.</p>	<p>Please refer to Clause 3.2.7 of Schedule 15: Design Build Services Schedule of Conditions of Contract for Network</p> <p>The Concessionaire shall proactively assist BUIDCO in obtaining the required permits and also bear associated costs.</p>
275	Conditions of Contract for Network		PAYMENT BREAK UP SCHEDULE	<p>We understand that the payment for Sewerage network would be made as per the break down schedule provided in the Condition of Contract. Hence the bidder would provide only single lumpsum amount for the Sewerage network during uploading the price bid. Kindly confirm</p>	<p>Payment for certain sewer network items quoted on Lumpsum basis will be as per the "Payment Break Up Schedule of Civil Works (Execution)" as indicated in Schedule 19 of the Conditions of Contract. The other items will be paid as per Schedule 18 and Schedule 19 of the Conditions of Contract.</p>

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
276	General		Price Bid	<p>The price bid that is to be uploaded during tender price submission is not provided in the web portal. Kindly provide the same.</p> <p>32</p> <p>In case there are queries on the BoQ/ Price Bid for uploading the price, we would request client to provide the bidder 7 days' time from the date of publishing such Price Bid/ BoQ, so that the queries can be raised and clarified by the Bidders. Request your consent on the same.</p>	<p>Bid Price Sheet is already available on the e-procurement portal of Bihar government - eproc.bihar.gov.in . The bidders may refer to the modified bid price sheet uploaded as part of the addendum.</p>
277	Conditions of Contract for Network		PAYMENT BREAK UP SCHEDULE	<p>We find that almost 10% of the payments are being made after the final testing and commissioning. This will have severe adverse effect on the cash flow for the project and financing charges would increase, hence would request the client to kindly keep the percentage for payment after final testing and commissioning upto 5% as per International Standards and followed by other Water Supply and Sewerage Boards in India.</p>	No change
278	Conditions of Contract for Network	Clause 5.5.2 (2)	Advance Payment Security	<p>The tender specifies "The Mobilization Advance paid to the Operator by the Owner shall be recovered commencing from the date on which the payment to the Operator has reached 20 % of the Value of Design, Build and Commissioning Services and shall be recovered at the rate of 15 % from each bill submitted by the Operator for payment. The entire amount of mobilization advance shall be recovered latest by the time payments up to 90 % of the Value of Design, Build and Commissioning Services have been claimed by the Operator"</p> <p>We request client to kindly deduct 10% from each RA bill initiation from the first bill to recover the mobilization advance till the completion of the Design, Build and Commissioning Services.</p> <p>Request your concurrence on the same</p>	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
279	Draft Concession Agreement		Scheduled COD	The definition of Scheduled COD states "the date which is 28 months from the Appointed Date by which the Concessionaire is required to obtain COD certificate. However as per Annexure 12 Project Information Memorandum, the scheduled completion period + 21 days of trial run for the STP period is different. Again the table in Page 9 of Annexure 12 mentions the Design Build Period to be 31 months. Kindly confirm that 31 months from the Appointment Date to be taken as Scheduled COD for the STP including I&D works	Bidder may refer to the (a) Project Timeline in the PIM (b) Definition of Scheduled COD, Appointed Date and Effective Date in the Concession Agreement for STP Facilities; and (c) Definition of Effective Date and Design Build Time schedule for Sewerage Network Facilities.
280	Project Information Memorandum	Annexure 12	Figure 3: Diagram of the proposed Sewerage System in Digha Zone - Option 2	As per the furnished Figure 3, the 53 MLD flow from I&D SPS A is to be connected to the trunk sewer line. Kindly confirm that the trunk sewer where this 53 MLD flow would be connected as per Option 2 is designed to handle this 53 MLD Flow.	Trunk sewer shall be made to handle at least 53 MLD flow or higher as per the survey and design of the bidder.
281	Project Information Memorandum	Annexure 12	Figure 3: Diagram of the proposed Sewerage System in Digha Zone - Option 2	As per the furnished Figure 3, the 53 MLD flow from I&D SPS A is to be connected to the trunk sewer line. Kindly confirm that the SPS A (104 MLD) flow has been designed to handle this additional flow of 53 MLD if the bidder is proposing Option 2 for the Bid.	Flow of 104 MLD at SPS A also includes the flow of 53 MLD under Option 2.
282	General		Document for Bid Submission	We understand that the stamped and signed tender document is not to be uploaded/ submitted along with the tender. Please confirm	There is no need to submit stamped and signed tender documents
283	Project Information Memorandum & Drawings	Annexure 12 Figure 2, Figure 3 & Drawing No: 35-		In the Project Information Memorandum the SPS has been denoted as SPS -A and SPS - B, however in the drawing the SPS are denoted as SPS - 1, SPS - 2. Kindly clarify the correlation between the two documents.	Bidder may note that SPS-A is IPS 1 and SPS-B is IPS 2

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		00027-D-21-00-K-018-0			
284	Conditions of Contract for Network		PAYMENT BREAK UP SCHEDULE, PART II: SUPPLY & LAYING OF RISING MAIN BY OPEN CUT METHOD	Procurement and supply of the Pipe line is major cost driver in this portion of the work. to maintain a healthy cash flow for the tender we would request client to kindly consider the payment terms for the supply and laying of rising main by open cut method as follows: We would request your kind concurrence on the same.	Payment will made be as per the "Payment Break Up Schedule of Civil Works (Execution)" as indicated in Schedule 19 of the Conditions of Contract.
285	RFP	1.6 k	Reimbursement of power charges	Please provide reimbursement of power charges on monthly basis or when the concessioner incurs the power charges to avoid any increase in working capital.	No change
286	RFP	1.6-k	Terms of payment	If the project gets completed and COD is received before the schedule date, will BUIDCO or NMCG start making annuity payments, before the schedule time?	Yes
287	RFP	3.2- (ii) (i)	Lock-in Restrictions and change in control	Currently the lock-in restrictions is valid for a period of 3 years post COD. Request to change the same to 2 years	No change
288	RFP	3.2. iii. (i)	If the Selected Bidder is a single entity, then: (i) the Selected Bidder shall hold at least 51% of the total Capital and voting rights of the Concessionaire during the construction period and until the COD, and at least 26% of the total Capital and voting rights of the Concessionaire for 3 years after the COD;	Request that, in case of the Single entity, the minimum shareholding is 26% up to 2 years after the facilities COD,	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
289	Draft Concession Agreement	1.1 Definition	<p>COD Certificate " means the certificate issued or deemed to be issued by BUIDCO upon issuance or deemed issuance of the Trial Operations Completion Certificates of the STP Facilities, upon satisfaction of the conditions set out in Clause 7.15. of the Concession Agreement "</p>	<p>"means the certificate issued or deemed to be issued by the BUIDCO upon successful completion of the Trial Operations Completion certificate for the Digha and Kankarbagh STP Facilities, in accordance with the Concession Agreement and upon satisfaction of the condition precedent set out in clause 7.15"</p> <p>Please clarify that the COD or deemed COD is issued upon the successful trial and run of the Facilities?</p>	<p>The COD will be issued on successful trial and run of the facilities in accordance with the Clause 1.1 of the Draft Concession agreement</p>
290	Draft Concession Agreement	Definition 1.1 Basic Engineering Designs	<p>Basic Engineering Designs means the following designs and documents to be submitted by the Concessionaire and approved by the BUIDCO as a Condition Precedent:</p> <ul style="list-style-type: none"> (a) process description, process calculations, and hydraulic calculations; (b) list of design codes and standards; (c) master drawing schedule; (d) drainage design; (e) STP Facilities layout; (f) process flow diagram; (g) hydraulic flow diagram; (h) mass balance diagram; (i) process and instrumentation diagram; (j) single line diagram; (k) electrical load list; and (l) General arrangement diagrams of all units of the Facilities. 	<p>Request that the General Arrangement diagrams of all the units of Facilities shall be included in the Phase II</p>	<p>No change</p>

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
291	Draft Concession Agreement	Definition 1.1 Change in Law	Change in Law- It is clarified that Change in Law shall not include any change in the (Indian) Income Tax Act, 1961 with regard to the taxes on the income of the Concessionaire.	Request to consider Change in income tax rate as change in law. Since the SPV will also be liable to pay for income tax and the SPV returns will be checked after considering the taxes at prevailing rates therefore request to include provision for compensation to concessionaire in case of change in income tax rates also.	No change.
292	Draft Concession Agreement	Definition 1.1 Facilities	Description of Facilities Means the Digha STP Facilities and/or the Kankarbagh STP Facilities, as the context may require, and the term STP Facility shall be construed accordingly.	Request to add that the "Any extra investment required to generate the revenue from digested sludge shall follow same method as the original facility. The 40% of extra investment shall be borne by NMCG and BUIDCO during its construction period whereas the remaining 60% shall be paid during O&M with escalation, after applying the appropriate index"	No change
293	Draft Concession Agreement	1.1 Definitions- Guaranteed Energy Consumption	STP Guaranteed Energy Consumption means the Digha STP Guaranteed Energy Consumption or the Kankarbagh STP Guaranteed Energy Consumption, as the context may require.	The Guaranteed Energy Consumption shall be limited to the Plant consumption only and will not include any power consumption for staff personnel or any other use.	Guaranteed Energy Consumption includes the power charges for the entire Facility. The energy consumption of the staff quarters do not form part of energy consumption of the Facility.
294	Draft Concession Agreement	3.5.a	(a) Unless otherwise specified, each Party shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 120 days from the Appointed Date (the CP Long-stop Date).	For Financial Closure at least another 30 days shall be provided to the Concessionaire after all the approvals and consents are have been received. This is required as the lenders may insist the approvals in place as a CP to the financial closure	No change
295	Draft Concession Agreement	3.5 .(iv)	Satisfaction of Conditions Precedentthen the CP Long-stop Date shall be extended on a day-for-day basis for the period of such delay, provided that the CP Long-stop Date shall not be extended beyond the	Request to modify the same as "...then the CP Long-stop Date shall be extended on a day-for-day basis as will be mutually agreed. In such a case Bid Security shall not be encash. However if the delay is beyond both the parties control, then the CP Long-stop date shall be mutually agreed."	No change. The conditions of the draft Conditions of Contract for Network shall prevail.

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			date which is 6 months from the Appointed Date.		
296	Draft Concession Agreement	8.13.c.ii i	Disposal of STP By-Products and the Treated Effluent	<p>.....Provided that if the Concessionaire sells the Digested Sludge to any third party, the Concessionaire shall be required to share 50% of the revenues from such sale with BUIDCO</p> <p>Request the share to be at 10%</p>	Please refer to the Addendum
297	Draft Concession Agreement	Clause No. 3.6 b (i)	the BUIDCO shall be entitled to forfeit the Performance Securities up to a genuine pre-estimate of and reasonable compensation for loss and damage caused to the BUIDCO as a result of the Concessionaire's failure to satisfy any of the Conditions Precedent and the consequent termination of this Agreement;	<p>The BUIDCO shall be entitled to terminate the contract as a result of the Concessionaire's failure to satisfy any of the Conditions Precedent</p> <p>Request that the Performance security not to be forfeited</p>	No change
298	Draft Concession Agreement	3.6 c (ii)	Consequences of failure to satisfy Conditions Precedent "the Concessionaire shall hand over to the BUIDCO all documents, designs, plans, data and any Confidential Information provided by the BUIDCO or NMCG to the Concessionaire prior to termination of this Agreement;	Request to modify to "the Concessionaire shall hand over to the BUIDCO all documents, designs, plans, data and any Confidential Information provided by the BUIDCO or NMCG to the Concessionaire prior to termination of this Agreement and the Concessionaire shall be entitled to receive termination compensation from the BUIDCO or NMCG for the costs and expenses incurred by the Concessionaire in performing any of its obligations under this agreement (including preparing any Phase I Designs and Drawings, the Construction Plan and the EHS Plan)"	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
299	Draft Concession Agreement	3.6 (d)	i Upon termination of this Agreement pursuant to this Article 3.6, other than to the extent specified in this Article 3.6, no Party shall have any liability to the other Parties in connection with this Agreement and the Concessionaire shall not be entitled to receive any termination compensation from NMCG or the BUIDCO.	Request modification to Upon termination of this Agreement pursuant to this Clause 3.6 (c), when BUIDCO or NMCG has failed to satisfy any of the Conditions Precedent required to be satisfied by them, then the defaulting party shall compensate the concessionaire for an amount equal to the Performance Security. If all the conditions are satisfied then no party is liable to any other party.	No change.
300	Draft Concession Agreement	Clause No. 7.2 c	i The Concessionaire shall construct the STP Facilities strictly in accordance with the approved Designs and Drawings. If there are any errors or deficiencies in the Technical Specifications, the Designs and Drawings shall take into account, address or rectify such errors or deficiencies. The Concessionaire shall not deviate from or make any subsequent modification or amendment to the approved Designs and Drawings without the prior written approval of the BUIDCO. The Concessionaire shall not commence construction of any part of the said Facilities prior to approval of the Designs and Drawings in accordance with this Article 7.2. If the Concessionaire undertakes any	Request modification as "The Concessionaire shall construct the Facilities strictly in accordance with the agreed Designs and Drawings. If there are any errors or deficiencies in the Technical Specifications, the Designs and Drawings shall take into account, address or rectify such errors or deficiencies. The Concessionaire shall not deviate from or make any subsequent modification or amendment to the agreed Designs and Drawings without the prior written agreement of the BUIDCO"	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			<p>construction work for the STP Facilities, prior to the approval of the Designs and Drawings, it shall do so at its own risk and the BUIDCO shall have the right to reject any such construction/renovation work that does not comply with the approved Designs and Drawings</p>		
301	Draft Concession Agreement	8.3 (a)	<p>a) The Concessionaire may enter into Subcontracts during the O&M period, with the prior written consent of the BUIDCO.</p>	<p>Request to modify as SPV to submit the details of the appointed subcontractor for O&M instead of obtaining prior permission. This may save substantial time in the implementation of the Project</p>	No change
302	Draft Concession Agreement	7.14 .c	<p>Trial Operations If the Concessionaire fails to commence or continue the Trial Operations, due to the inadequate quantity or inferior quality of the Sewage delivered to the relevant Facility, then the Concessionaire shall promptly notify the BUIDCO. If in the opinion of the BUIDCO, the quantity or quality of Sewage is not adequate to undertake Trial Operations, then the BUIDCO shall extend the time period for the Trial Operations of the relevant Facilities. In such a case, the respective Scheduled COD will also be extended on a day-for-day basis, uphill the relevant scheduled COD</p>	<p>Request to modify to (c) If the Concessionaire fails to commence or continue the Trial Operations, due to the inadequate quantity or inferior quality of the Sewage delivered to the relevant Facility, then the Concessionaire shall promptly notify the BUIDCO If in the opinion of the BUIDCO , the quantity or quality of Sewage is not adequate to undertake Trial Operations, then the BUIDCO shall extend the time period for the Operation Trial Operations. In such case, the Scheduled COD will also be extended on a day for- day basis, until the relevant scheduled COD In case the of scheduled COD is extended, then the concessionaire is eligible for claiming O&M Payments for conducting the Trial Operation for the extended period</p>	No change. The conditions of Draft Concession Agreement will prevail. Please refer clause 7.14(k) of the Concession Agreement

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
303	Draft Concession Agreement	7.14.k	The Concessionaire will not be entitled to any O&M Payments or any other payment for conducting the Trial Operations, which shall be carried out solely at the cost and risk of the Concessionaire	Requesting the following modification in the clause as, "The Concessionaire will not be entitled to any O&M Payments except power charges or any other payment for conducting the Trial Operations, which shall be carried out solely at the cost and risk of the Concessionaire. Power Charges for Trial Operations will be paid by BUIDCO or NMCG"	No change
304	Draft Concession Agreement	7.13 c.ii	<p>Issue of Construction Completion Certificate</p> <p>If the BUIDCO fails to issue the Construction Completion Certificate for any Location to the Concessionaire within 7 days from the date of satisfaction of the conditions set out in Article 7.13(c)(i)(A) to (F) above and fails to notify the Concessionaire of any reasons for the failure to issue the Construction Completion Certificate for the relevant Location, then, the Construction Completion Certificate for the relevant Location shall be deemed to have been issued to the Concessionaire upon the expiry of the 7 days period</p>	If the BUIDCO fails to issue the Construction Completion Certificate for the relevant Facility to the Concessionaire within 7 days from the date of satisfaction of the conditions set out in Clause 7.13 (c)(i)(A) to (F) above, and fails to notify the Concessionaire of any reasons for the failure to issue the Construction Completion Certificate for the relevant Facility, then, the Construction Completion Certificate for the relevant Facility shall be deemed to have been issued to the Concessionaire upon the expiry of the 7 days period. For such an extended period for which the Construction Completion Certificate was not issued, BUIDCO and NMCG shall make good the loss of revenue and shall also pay the Interest During Construction for such period	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
305	Draft Concession Agreement	7.14 (d)	Trial Operation (d)	Add the following at the end of Clause 7.14 (d) Criteria for Passing the Trial Operation Treated Effluent and Digested Dewatered Sludge Quality Criteria The Works shall be deemed to have met the Treated Effluent and Dewatered Sludge Quality Criteria if: (i) at least 90 percent of the plant effluent samples described above meet the requirements specified under the KPI (ii) At least 90 percent of the digested dewatered sludge samples described above meet the requirements specified under the KPI	No change
306	Draft Concession Agreement	8.9 (c) Design Capacity Utilization	In such circumstances, if the Concessionaire is unable to accept and treat the excess Sewage (i.e., over and above the Design Capacity) at the relevant STP, then such failure shall be treated as a Forced Unavailability for which the Concessionaire shall not be liable, subject to the Concessionaire having notified the BUIDCO in accordance with Article 8.9(b) above. The BUIDCO reserves the right to require the Project Engineer to verify the capacity utilization at any STP, at any time during the O&M Period.	In such circumstances, if the Concessionaire is unable to accept and treat the excess Sewage (i.e., over and above the Design Capacity) at the relevant STP, then such failure shall be treated as a Forced Unavailability for which the Concessionaire shall not be liable, subject to the Concessionaire having notified the BUIDCO in accordance with Clause 8.9(b) above. The BUIDCO reserves the right to require the Project Engineer to verify the capacity utilization at any STP, at any time during the O&M Period. BUIDCO will also bear the cost for the increased quantity of sludge to be disposed and any other costs resulting from the increased sewage inflow, above the Design Capacity.	No change
307	Draft Concession Agreement	8.12 a (i)	(a) Availability (i) The Concessionaire shall ensure that the Availability of each Facility on every day during the O&M Period shall be 100% (the Guaranteed Availability). Provided that during the	(a) Availability (i) The Concessionaire shall ensure that the Availability of each Facility on every day during the O&M Period shall be 100% (the Guaranteed Availability). Provided that during the period of a Scheduled Maintenance that is undertaken as per the approved Scheduled Maintenance Program or as notified and approved in accordance with Clause 8.11 for the relevant Facility, the Concessionaire shall ensure that the Guaranteed Availability of such Facility is at least 95%.	Bid conditions are self-explanatory

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			<p>period of a Scheduled Maintenance that is undertaken as per the approved Scheduled Maintenance Program or as notified and approved in accordance with Clause 8.11 for the relevant Facility, the Concessionaire shall ensure that the Guaranteed Availability of such Facility is at least 95%.</p> <p>The 'Availability' of each Facility will be determined as a ratio of the number of hours in a day during which such Facility was available to convey, accept and treat the Sewage up to its Design Capacity, to the total number of hours in a day, and the term 'Available' shall be construed accordingly.</p>	<p>The 'Availability' of each Facility will be determined as a ratio of the number of hours in a day during which such Facility was available to convey, accept and treat the Sewage up to its Design Capacity, to the total number of hours in a day, and the term 'Available' shall be construed accordingly.</p> <p>In computing the Availability of each Facility, the Facility will be deemed to be Available during the scheduled maintenance activity. The facility which is under maintenance will be considered as Available and the concessionaire shall not be responsible for adherence of the requirements of treated effluent standards with respect to the facility under scheduled maintenance</p>	
308	Draft Concession Agreement	8.12 a (iv)	<p>If the Availability for a Facility on any given day is less than the Guaranteed Availability, the BUIDCO shall issue a notice to the Concessionaire requiring the Concessionaire to cure the default causing the reduction in Availability in 3 days. Any failure to cure the default and achieve the Guaranteed Availability within 3 days of receipt of the notice</p>	<p>If the Availability for a Facility on any two consecutive day is less than the Guaranteed Availability, the BUIDCO shall issue a notice to the Concessionaire requiring the Concessionaire to cure the default causing the reduction in Availability in 3 days. Any failure to cure the default and achieve the Guaranteed Availability within 3 days of receipt of the notice from the BUIDCO shall constitute a Concessionaire Event of Default</p>	<p>No change, the conditions of the Draft Concession Agreement shall prevail.</p>

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			from the BUIDCO shall constitute a Concessionaire Event of Default		
309	Draft Concession Agreement	8.12 b (i)	If, however the Sewage is beyond the Influent Standards as set out in then the Concessionaire shall be required to treat such Sewage but will not be liable for any Performance Liquidated Damages (defined below) if the Treated Effluent and/or the Digested Sludge fails to meet the Discharge Standards	If, however the Sewage is beyond the Influent Standards as set out in Schedule 10 (KPIs), then the Concessionaire shall be required to treat such Sewage but will not be liable for any Performance Liquidated Damages (defined below) if the Treated Effluent and/or the Digested Sludge fails to meet the Discharge Standards. In case the concessionaire accept the sewage beyond Influent Standards, then the concessionaire is entitled for an Incentive on account of excess power charges, chemical charges and sludge handling charges	Please refer to the Addendum
310	Draft Concession Agreement	8.12.b	b) Influent Standards and Discharge Standards	Add at the end of Clause 8.12 (b)(i) Treated Effluent and Digested Dewatered Sludge Quality Criteria The Works shall be deemed to have met the Treated Effluent and Dewatered Sludge Quality Criteria if: (i) at least 90 percent of the plant effluent samples described above meet the requirements specified under the KPI (ii) At least 90 percent of the digested dewatered sludge samples described above meet the requirements specified under the KPI	The conditions of the draft concession agreement shall prevail.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
311	Draft Concession Agreement	Clause No. 8.12 b (iii) (A)	<p>In the first instance of non-compliance of the Treated Effluent or the Digested Sludge with the Discharge Standards (First Breach), the BUIDCO shall issue a notice to the Concessionaire on the first day of such non-compliance (First Breach Notice) requiring the Concessionaire to cure the First Breach within 20 days from the date of the First Breach Notice. If the First Breach is cured within 2 days of the First Breach Notice, then the Concessionaire shall not be liable to pay any Performance Liquidated Damages. If, however, the First Breach continues beyond 2 days of the First Breach Notice, then, the Concessionaire shall be liable to pay the Performance Liquidated Damages specified in Schedule 7, from the 3rd day of the First Breach.</p>	<p>In the first instance of non-compliance of the Treated Effluent or the Digested Sludge with the Discharge Standards (First Breach), the BUIDCO shall issue a notice to the Concessionaire on the first day of such non-compliance (First Breach Notice) requiring the Concessionaire to cure the First Breach within 20 days from the date of the First Breach Notice or the cure time agreed between the BUIDCO and Concessionaire. The Concessionaire shall not be liable to pay any Performance Liquidated Damages during the cure time as agreed. If, however, the First Breach continues beyond 2 days after the cure time agreed, then, the Concessionaire shall be liable to pay the Performance Liquidated Damages specified in Schedule 7, from the next day of the First Breach Cure time.</p>	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
312	Draft Concession Agreement	8.12 b (iv)	If the Treated Effluent and/or the Digested Sludge does not meet the Discharge Standards on account of: (A) the characteristics of the Sewage being beyond the permissible Influent Standards; or (B) the volume of the Sewage being more than the Design Capacity of the relevant STP, then, the Concessionaire shall not be liable to pay any Performance Liquidated Damages for a failure to meet the Discharge Standards	If the Treated Effluent and/or the Digested Sludge does not meet the Discharge Standards on account of: (A) the characteristics of the Sewage being beyond the permissible Influent Standards; or (B) the volume of the Sewage being more than the Design Capacity of the relevant STP, then, the Concessionaire shall not be liable to pay any Performance Liquidated Damages for a failure to meet the Discharge Standards. In this case the concessionaire is entitled for an Incentive on account of excess power charges, chemical charges and sludge handling charges	Please refer to the Addendum
313	Draft Concession Agreement	9.3 (d) Mobilization Advance	New Clause to be added	One quarter of O&M Charges and Power Charges shall be paid to the Concessionaire at the start of Commercial Operations Date as Mobilization Advance for Operations and Maintenance	No change
314	Draft Concession Agreement	9.3 (e) (iv), 9.4 (i) (i) – Construction Payments and O&M Payments	Within 10 days of receipt of an Invoice from the Concessionaire pursuant to Clause 9.3(e)(ii) above, the BUIDCO shall verify and certify the amounts due and payable to the Concessionaire, and either: (A) approve the Invoice and issue a certificate to the Escrow Bank (with a copy to NMCG and the Concessionaire), conveying its approval for the release of the amount specified in the Invoice..... 9.4 (i) (i) approve the Invoice and issue a	Within 10 days of receipt of an Invoice from the Concessionaire pursuant to Clause 9.3(e)(ii) above, the Project Engineer shall verify and certify the amounts due and payable to the Concessionaire, and either: (A) approve the Invoice and issue a certificate to the Escrow Bank (with a copy to NMCG and the Concessionaire), conveying its approval for the release of the amount specified in the Invoice..... 9.4 (h) (i) Project Engineer shall approve the Invoice and issue a certificate to the Escrow Bank (with a copy to NMCG and the Concessionaire), conveying its approval for the release of the amount specified in the Invoice.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			<p>certificate to the Escrow Bank (with a copy to NMCG and the Concessionaire), conveying its approval for the release of the amount specified in the Invoice.....</p>		
315	Draft Concession Agreement	9.4 a	<p>During the O&M Period, NMCG shall be required to make the O&M Payments to the Concessionaire for each Facility comprising the Capex Annuity;; the interest on the reducing balance of 60% of the Completion Cost, the O&M Charges and the Power Charges, in accordance with this Clause 9.4.</p>	<p>During the O&M Period, NMCG shall be required to make the O&M Payments to the Concessionaire for each Facility comprising the Capex Annuity;; the interest on the reducing balance of 60% of the Completion Cost, the O&M Charges and the Power Charges, in accordance with this Clause 9.4. Mobilization Advance for O&M : One quarter O&M Charges will be payable to the Concessionaire as interest free Mobilization Advance for the O&M</p>	No change
316	Draft Concession Agreement	9.4 (d) (i)	<p>The O&M Charges shall be adjusted during the O&M Period to reflect the variation in the O&M Price Index occurring after the Reference Index Date immediately preceding the Bid Due Date.</p>	<p>The O&M charges shall include the minimum wages to be paid by concessionaire as pass through. It has been seen that the minimum wages increase irrespective of WPI and CPI. Hence there should be separate component of Minimum wages in the O&M charges which shall be borne by the authority on actual basis.</p>	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
317	Draft Concession Agreement	9.4 g (ii) A	For the units of energy consumed from the grid (as evidenced by a copy of the bill issued by the distribution licensee), the Power Charges will be calculated by multiplying the number of units consumed in such quarter (subject to the Guaranteed Energy Consumption for the energy consumed by the relevant Facility) with the Power Unit Rate.	For the units of energy consumed from the grid (as evidenced by a copy of the bill issued by the distribution licensee), the Power Charges will be calculated by multiplying the number of units consumed in such quarter (subject to the Guaranteed Energy Consumption for the energy consumed by the relevant Facility) with the Power Unit Rate. The staff quarters will have separate energy meter to measure the energy consumption and shall have limited consumption agreed between the BUIDCO and Concessionaire	The energy consumption of the staff quarters do not form part of energy consumption of the Facility.
318	Draft Concession Agreement	14.1. iii C	Direct Political Force Majeure "any order, notification or judgement issued or passed by any Government Authority/ Court of Law/ Tribunal which restricts the Concessionaire from constructing, rehabilitating or operating the Facilities as contemplated in this Agreement on the Site, unless such restriction is, in any manner, attributable to the Concessionaire.	Request to modify to any order, notification or judgment issued or passed by GOI, GOUP, or any Government Authority which restricts the Concessionaire from constructing, rehabilitating or operating the Facilities as contemplated in this Agreement on the Site, unless such restriction is, in any manner, attributable to the Concessionaire	Please refer to the definition of Government Authority in the Draft Concession Agreement.
319	Draft Concession Agreement	Definitions	Waste Disposal Site means, for each STP, the site identified by the BUIDCO for disposal of the STP By-Products and other waste material (including silt) from the relevant STP.	We request confirmation that BUIDCO shall provide additional water for diluting and safe disposal of the reject	No additional water shall be provided for dilution
320	Draft Concession Agreement		General	Please confirm that the Land acre age quoted by the Bidder is inclusive of all land used for amenities etc	The land quoted should consider all components required to

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
					successfully develop and operate the STPs
321	Draft Concession Agreement		General	Kindly confirm that the Permits for the existing STPs at all locations and the power generation unit at are provided by the Client as a Condition Precedent	This question is not relevant in the context of scope of work
322	Draft Concession Agreement		General	We request that NMCG, BUIDCO to provide the Environmental Clearance as applicable for the project as a condition precedent	No change
323	Draft Concession Agreement		General	It is understood that for the permits which are under the scope of BUIDCO, the permit packages are prepared and submitted by BUIDCO	Concessionaire may have to provide necessary documents for enabling BUIDCO to submit necessary documents for the BUIDCO applicable permits
324	Draft Concession Agreement	2.3	Description of the Facilities and Associated Infrastructure (b) The Concessionaire shall operate the STP Facilities and treat the Sewage in a manner such that the KPIs are achieved, and the Treated Effluent and Digested Sludge comply with the Discharge Standards.	As the Concessionaire has to take up the O&M of the existing Facilities on an as-is where is basis, it is requested that the Interim availability shall be guaranteed at least after 6 months of the takeover of the respective facilities and the KPI shall not be applicable for the same upto COD For achieving the KPI, BUIDCO shall guarantee the influent sewage quality	This question is not relevant in the context of scope of work
325	RFP		General	Please confirm if the O&M charges is inclusive of Goods and Service Tax	The O&M charges quoted by the bidder shall be inclusive of all the applicable taxes.
326	Draft Concession Agreement		General	It is proposed that the Selected Bidder or the Consortium sign the Concession Agreement, and novate the Concession to the SPV due to be formed by the Bidder/ Consortium	No change
327	Draft Concession Agreement		General	Request to include that for any Delay due to action /obstruction in the site, ROW or any utilities by any Party other than the Client shall be a delay event and entitle the Concessionaire for automatic extension and all payments during such period	The ROW shall be provided free of encumbrances by BUIDCO as per Clause 3.3 of the Draft Concession Agreement

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
328	RFP		General	Please confirm that the Project is bid on an International Competitive Bidding (ICB) Process	Yes
329	RFP		General	Please confirm the status of land acquisition for the project	The land is State Government land and it will be provided to Concessionaire free of encumbrances
330	Draft Concession Agreement	8.12.(a).(ii)	In computing the Interim Availability, the Concessionaire agrees that the relevant STP will be deemed to be Available at all times, other than during the period of: (A) an Unscheduled Outage affecting such STP; (B) a Power Outage affecting such STP; (C) an Emergency affecting such STP, attributable to the Concessionaire, During which the STP will be deemed to be not Available.	Power Outage beyond the control of Concessionaire should not be considered as Non Availability.	No change It is further clarified that the Concessionaire shall ensure uninterrupted supply of power during the O&M period to meet the KPIs.
331	Draft Concession Agreement	7.14 – C Trial Operations	If the Concessionaire fails to commence or continue the Trial Operations, due to the inadequate quantity or inferior quality of the Sewage delivered to the Facilities	We request to confirm our understanding that the • the cost of the operation during the extended period will be borne by BUIDCO as it is due to BUIDCO event of Default. After 6 months, the same will be considered as achieved COD and O&M period will start.	No change. Please refer to clause 7.14 (k) of the Concession Agreement
332	Draft Concession Agreement		Termination Compensation for Termination post the Effective Date but prior to the Construction Completion Date If the Concession Agreement is terminated	Request that 100% of Debt Due is paid to the Concessionaire to protect the interest of the Lenders to the Project	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			<p>prior to the Construction Completion Date for a Concessionaire Event of Default, NMCG shall pay to the Concessionaire, the aggregate of:</p> <p>(i) Construction Payments due to the Concessionaire for STP Payment Milestones completed and certified by BUIDCO as on the date of the Notice of Intent to Terminate;</p> <p>(ii) 85% of Debt Due;</p> <p>LESS</p> <p>(iii) any unadjusted Mobilization Advance (and interest if any);</p> <p>(iv) any amounts due and payable by the Concessionaire under this Concession Agreement (including Liquidated Damages and any amount payable under Clause 19.2).</p> <p>Termination Compensation for Termination post the Construction Completion Date but prior to the COD</p> <p>If the Concession Agreement is terminated post the Construction Completion Date but prior to the COD for a Concessionaire Event of Default, NMCG shall pay to the Concessionaire, the aggregate of:</p>		

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			<p>(i) Construction Payments, if not already paid as on the date of the Notice of Intent to Terminate;</p> <p>(ii) 85% of Debt Due; LESS</p> <p>(iii) any amounts due and payable by the Concessionaire under this Concession Agreement (including Liquidated Damages and any amount payable under Clause 19.2). Termination Compensation for Termination post the COD</p> <p>If the Concession Agreement is terminated post the COD for a Concessionaire Event of Default, NMCG shall pay to the Concessionaire, the aggregate of:</p> <p>(i) Construction Payments that remain outstanding on the date of the Notice of Intent to Terminate;</p> <p>(ii) O&M Payments due to the Concessionaire as on the date of the Notice of Intent to Terminate;</p> <p>(iii) 85% percentage of the Capex Annuity for the unexpired portion of the O&M Period; LESS</p> <p>(iv) any amounts due and payable by the Concessionaire under this Concession</p>		

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			Agreement (including Liquidated Damages and any amount payable under Clause 19.2).		
333	Draft Concession Agreement	3.5	Satisfaction of condition precedent	<p>'delay by the other parties in fulfilling any condition precedent required to be satisfied by them, then CP Long stop date can be extended on day by day basis, provided that CP Long-Stop date shall not be extended beyond the 6 months from the Appoint date'</p> <p>Will there be penalty for such delays? Kindly confirm.</p>	For details of penalty, Please refer to clause 3.6 of the Concession Agreement.
334	Draft Concession Agreement	18.5, c	Termination due to Total Casualty	<p>Will BUIDCO pay the construction payments remaining of the 60% of the bid project cost of the facility which were suffered as Total Casualty? Kindly confirm.</p>	The payment on termination due to Total Casualty shall be as per clause 18.4 a) of the Draft Concession Agreement
335	Draft Concession Agreement	9.4 g	Power charges	Please confirm that, power charges includes demand charges.	The understanding of the Bidder is correct.
336	Draft Concession Agreement	8.12 a (iv)	If the Availability for a Facility on any given day is less than the Guaranteed Availability, the BUIDCO shall issue a notice to the Concessionaire requiring the Concessionaire to cure the default causing the reduction in Availability in 3 days. Any failure to cure the default and achieve the Guaranteed Availability within 3 days of receipt of the notice from the BUIDCO shall constitute a Concessionaire Event of Default.	If the Availability for a Facility on any two consecutive day is less than the Guaranteed Availability, the BUIDCO shall issue a notice to the Concessionaire requiring the Concessionaire to cure the default Causing the reduction in Availability in 3 days. Any failure to cure the default and achieve the Guaranteed Availability within 3 days of receipt of the notice from the BUIDCO shall constitute a Concessionaire Event of Default	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
337	RFP	1.6 Sewerage Network Facilities (k)	From the Operations Starting Date, the Sewerage Network O&M Charges will be paid on a quarterly basis to the Concessionaire. Additionally, the Concessionaire will also be reimbursed on a quarterly basis for the Power Charges at actuals as per Conditions of Contract (subject to a cap of the Power Charges based on the Guaranteed Energy Consumption for the Facility).	Please reimburse these charges on monthly basis.	No change
338	RFP	2.6 STP Facilities	However, for any inputs required by the Bidder from outside India during the Construction Period, the Bidder may specify in its Financial Proposal the percentage of the Bid Project Cost that it would want to receive in a foreign currency. Payments for such inputs required from outside India may be quoted in up to 3 foreign currencies using RBI selling (exchange) rate prevailing 28 days prior to the Bid Due Date.	Please confirm that foreign currency payment will also be subject to indexation as per the country's inflation to which the currency belongs	There is no indexation available on foreign currency
339	Draft Concession Agreement	Definitions	Digha Waste Disposal Site means the site identified by BUIDCO for disposal of the STP By-Products and other waste material (including silt) from the Digha STP Facilities and Digha Sewerage Network Facilities.	BUIDCO should also provide the site for disposal of STP byproducts	Please refer to the clause 8.13.(a) of the Draft Concession Agreement

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340	Draft Concession Agreement	2.3. c (ii)	the Concessionaire shall dry the Digested Sludge at a sludge handling facility to be provided by the Concessionaire at the STP Site, and have the option to sell the Digested Sludge to farmers/other third party buyers or dispose the Digested Sludge at the relevant Waste Disposal Site. Provided that if the Concessionaire sells the Digested Sludge to any third party, the Concessionaire shall be required to share 50% of the revenues from such sale with BUIDCO.	Please delete the revenue sharing of 50% so as to encourage reuse and recycle.	Please refer to the Addendum
341	Draft Concession Agreement	5.1	The Concessionaire shall have submitted to BUIDCO, prior to the Appointed Date: (a) an unconditional and irrevocable bank guarantee for an amount equal to INR [] (Rupees []), corresponding to 9% of the Digha STP Bid Project Cost (the Digha STP Performance Security); (b) an unconditional and irrevocable bank guarantee for an amount equal to INR [] (Rupees []), corresponding to 9% of the Kankarbagh STP Bid Project Cost (the Kankarbagh STP Performance Security); (c) an unconditional and irrevocable bank	Before the appointed date, it is not possible. Kindly change it to "prior to effective date"	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			<p>guarantee for an amount equal to INR (Rupees []), corresponding to 1% of the Digha STP Bid Project Cost (the Digha STP ESHS Performance Security); (d) an unconditional and irrevocable bank guarantee for an amount equal to INR [] (Rupees []), corresponding to 1% of the Kankarbagh STP Bid Project Cost (the Kankarbagh STP ESHS Performance Security), The Digha STP Performance Security and the Kankarbagh STP Performance Security shall collectively be referred to as the STP Performance Securities and the Digha STP ESHS Performance Security and the Kankarbagh STP ESHS Performance Security shall collectively</p>		

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
342	Draft Concession Agreement	7.13. b (vi)	<p>If BUIDCO fails to:</p> <p>(A) inspect or witness the testing of the STP Facility on the date specified in the notice issued under Clause 7.13(b)(i) or such other date as may be agreed with the Concessionaire;</p> <p>(B) notify the Concessionaire of any defects or deficiencies in the STP Facility within 7 days from the date of inspection and testing of the STP Facility; or</p> <p>(C) issue the STP Milestone Completion Certificate for the last STP Payment Milestone within 7 days from the date of inspection and testing of the STP Facility, then, such delay shall be treated as a Delay Event, which will entitle the Concessionaire to a day for day extension in the Scheduled STP Payment Milestone Completion Date and the Scheduled STP Construction Completion Date.</p>	<p>In such an event of delay, BUIDCO should pay the Interest during Construction incurred during construction incurred during such period. Please confirm.</p>	<p>No change</p>
343	Draft Concession Agreement	7.15 a (iii)	<p>[In case Concessionaire has selected Digha I&D Option 2 in their Financial Proposal, in addition to above the Concessionaire having completed, tested and commissioned the Digha SPS A of the Digha Sewerage Network Facilities, along with the associated trunk sewer,</p>	<p>Please provide financial proposal.</p>	<p>The Financial Proposal is available at - https://www.eproc.bihar.gov.in/ The revised Bid Price Sheet may be referred by the bidder.</p>

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			rising mains as described in Annexure 12 of the RFP.]		
344	Draft Concession Agreement	8.1	The period for operation and maintenance of the respective I&D Works shall commence from the COD and shall continue for a mandated O&M Period of two years from the COD	After 2 years of O&M from COD, will BUIDCO take over the O&M of I&D works. Please confirm.	Bidder may refer to clause 8.1 and 8.4 (i) of the Draft Concession Agreement
345	Draft Concession Agreement	8.13 d (ii)	The Concessionaire is not permitted to divert, transfer or sell the Treated Effluent generated from the STPs to any third party.	Please specify the reason for not being allowed to sell the treated effluent.	The Government of Bihar has decided to use the treated effluent only for irrigation purposes or for rejuvenation of rivers and hence sale of treated effluent has not be allowed.
346	Draft Concession Agreement	9.3 f	The Concessionaire shall be paid the Construction Payments in Rupees. However, if, in the Financial Proposal, the Selected Bidder specified any percentage of the Bid Project Cost which it would want to receive in a foreign currency during the Construction Period, then the Construction Payments corresponding to such percentage of the Bid Project Cost shall be paid to the Concessionaire in the relevant foreign currency. For the purpose of	What will be the exchange rate used for such payment? Please confirm.	Bidder may refer to Clause 2.6 of the RFP

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
			payment in a foreign currency, the exchange rate shall be []. It is clarified that the aggregate Construction Payments due to the Concessionaire shall not exceed 40% of the Bid Project Cost, as quoted by the Selected Bidder in Rupees and adjusted for inflation as per Clause 9.3(c), on account of a percentage of the Bid Project Cost being paid to the Concessionaire in foreign currencies.		
347	Draft Concession Agreement	9.4 h	The O&M Payments shall be paid by NMCG to the Concessionaire on a quarterly basis.	Request you to make O&M payments on monthly basis. Please confirm.	No change
348	Schedules to Draft Concession Agreement	Clause 1.I.a.iii	Schedule 1 , Scope of work	Construction of boundary wall for Digha STP à We presume that the length of boundary wall shall be limited to land requirement for construction of STP by bidder.	The Bidder needs to make provision in the land for the future flows (2050). The boundary wall shall encompass the entire footprint required for accommodating the STP for 2050 capacity.
349	Schedules to Draft Concession Agreement	Clause 1.II.b.i	Schedule 1 , Scope of work	Kankarbagh STP à Demolition of existing structures and disposal of all E&M and civil debris to the requirement of Bihar Raj Jal Parishad and / or BUIDCO. Please give a list of structures to be demolished. Also, mention the dimensions of structures and its material of construction.	Please refer to the indicative existing site plan for Pahari and Kankarbagh STP projects, issued alongwith the Addendum. An area of 2.94 Ha of this site will be used for Kankarbagh STP.
350	Schedules to Draft Concession Agreement	Clause 1.II.b.iv	Schedule 1 , Scope of work	Construction of boundary wall for Kankarbagh STP à We presume that the length of boundary wall shall be limited to land requirement for construction of STP by bidder.	The length of the boundary wall shall be designed based on land requirement for the construction of STP and SPS at Kankarbagh.
351	Drawings		Plant layout including extent of land for Digha STP.	We do not find plant layout showing various tentative units in the drawing folder. Please include the plant layout in drawing folder.	Location plan and plot area of the STP are already provided. The Bidder is expected to undertake their own assessment and design to prepare the plant lay out.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
352	Drawings		Plant layout including extent of land for Kankarbagh STP.	We do not find plant layout showing various tentative units in the drawing folder. Please include the plant layout in drawing folder.	Location plan is being provided alongwith the Addendum. Plot area of the STP is already provided. The Bidder is expected to undertake their own assessment and design to prepare the plant lay out.
353	Drawings		Proposed location plans of Digha STP.	We do not find proposed location plan with existing ground levels in the drawing folder. Please include location plan with boundary dimensions and existing ground levels. Without topography survey at STP site, hydraulics of the plant cannot be planned.	Location plan and plot area of the STP are already provided. Other information is not available. The Bidder is expected to undertake their own assessment and design to prepare the plant lay out.
354	Drawings		Proposed location plans of Kankarbagh STP.	We do not find proposed location plans with existing ground levels in the drawing folder. Please include location plans with boundary dimensions and existing ground levels. Without topography survey at STP sites, hydraulics of the plants cannot be planned.	Location plan is being provided alongwith the Addendum. Plot area of the STP is already provided. Other information is not available. The Bidder is expected to undertake their own assessment and design to prepare the plant lay out.
355	Schedules to Draft Concession Agreement	1.16		Land development including cutting & filling, horticulture, arboriculture and landscaping à We presume that these works shall be limited to the land required by bidder for construction of STPs.	Presumption is not correct. Site development plan has to be made as per the approved layout plan.
356	Schedules to Draft Concession Agreement	1.32		Soil investigation reports à Tentative soil bearing capacities for Digha STP and Kankarbagh STP are not found. At least 3 exploratory boreholes with bore log upto 30m are required at each site. This minimum geotechnical information should be made available in the bidding document.	The requested information is not available. The Bidders have to undertake their own due diligence for any other additional information
357	Schedules to Draft Concession Agreement	1.3.2	Schedule 11 (Part B) – General Civil Specification	Provided civil design requirements are found in order.	Noted.
358	Schedules to Draft Concession Agreement	1.4	Schedule 11 (Part B) – Particular civil requirement	Handrail specification is not found. We presume the handrail specification as below. Hand rails shall be 1000mm high provided to all RCC walkways, platforms & staircases. Toe plate (100mm x 5mm) shall be provided to all hand railings. Spacing of uprights shall be 1500mm (maximum). Top rail, mid-rail and upright shall be 32 NB (med) MS tubes.	This is to be designed by the Bidder as per the relevant standards and best engineering practices.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
359	Conditions of Contract for Network	39.4 and 39.6		<p>a. Blinding and levelling concrete shall be M10 & M15 instead of M15 & M30.</p> <p>b. Sulphate resistant cement for liquid retaining structures may be deleted from scope as protective coating is being provided for RCC surfaces (splash zone) in contact with waste water.</p> <p>c. Waste water retaining structures should be allowed to design with 0.1mm crack width. This is permitted in Schedule 11 (Part B) – General Civil Specification in page 80 of 309, clause xiv.</p>	<p>a) Please refer to the Addendum.</p> <p>b) No change</p> <p>c) Please refer to the Addendum.</p>
360	Draft Concession Agreement	4.3 (a)	Site data and verification: BUIDCO has made available to the Concessionaire, the layout plans, load flow studies and all other relevant data, studies and reports in BUIDCO's possession in connection with the STP and the STP facilities.	Tentative layout plan and load flow diagram are missing. Please upload these documents.	Indicative Load Flow diagram is mentioned in the PIM (Page number 6). Layout plan is not available. The Bidder is expected to undertake their own assessment.
361	Draft Concession Agreement	4.3 (c)	<p>----- reliability of the studies, reports, and data provided by BUIDCO and -----</p> <p>(i) the nature of the STP site, including the subsurface, hydrological, climate and physical conditions of the STP site;</p> <p>(ii) the suitability of the STP site for undertaking the construction and operation of the STP Facilities.</p>	Subsurface information is missing. Please provide at least 3 exploratory boreholes with bore log upto 30m at each STP site.	The requested information is not available. The Bidders have to undertake their own due diligence for any other additional information.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
362	Draft Concession Agreement	4.3 (c)	----- reliability of the studies, reports, and data provided by BUIDCO and ---- (iii) the condition of the utilities available till the battery limits of the STP site.	Battery limits with dimensions are missing for Digha STP site and Kankarbagh STP site. Please provide the battery limits of these two STP sites.	Location plan and plot areas of the STP are given. The Bidder is expected to undertake their own assessment and design to prepare the plant lay out.
363	Schedules to Draft Concession Agreement	1.5 Process requirements Power generation (mandatory for Digha STP) 1.1 Optional facilities within Patna STPs 1.1.1 Energy generation (for Digha STP)	Schedule 11 (Part A) Process Requirements	There was a controversy between two statements. Since Primary clarifier and Sludge digestion systems are mandatory, the Energy generation facilities should be also mandatory to avail the benefit of primary clarifier and sludge digestion system which in turn reduce the overall power consumption considerably. Hence request to make power generation as mandatory. Please confirm.	Biogas power plant is mandatory at Digha STP and Kankarbagh STP.
364	Schedules to Draft Concession Agreement	I. Digha STP: Construction of RCC effluent channel of approximately 0.5 km length	Schedule 1 (Part A) Process Requirements	Please confirm whether the bidder has also considered RCC pipe for effluent disposal for this specification.	This is to be designed by the Bidder as per the relevant standards and best engineering practices.

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		(or as per the concessionaire's design);			
365	Schedules to Draft Concession Agreement	II. Kankarbagh STP:	Schedule 1 (Part A) Process Requirements	Please confirm whether the bidder has also considered RCC pipe for effluent disposal for this specification.	This is to be designed by the Bidder as per the relevant standards and best engineering practices.
366	RFP	Annexure 7 – SI 3	Declaration regarding customs/excise duty exemption for materials to be purchased for use in building the sewerage network including pumping station etc	Please clarify and confirm whether the bidders is allowed to modify/change the list and values furnished in the declaration during the execution.	No modification to the list is permitted after bids are opened.
367	RFP	Annexure 7 – SI 2	We furnishing below the information required by the (Project Executing Agency) for issue of necessary certificates in terms of the Government of India Central Excise Notification No;108/95 along with all subsequent amendments including amendment dat 01.03-2008 and Customs Notification No.84/99	We understand that Excise Notification No;108/95 is vogue w.e.f. 01-07-2018 on implementation of GST(Goods and Service Tax) . Hence request you to modify the declaration accordingly)	The said notification (108/95) has been superseded by the notification 10/2017. The declaration will be modified accordingly
368	General			As discussed during site visit, kindly provide the coordinates of all the I&D SPS and SPS A and SPS B, and the STP locations for both Digha and Kankarbagh Zones	The available information has been shared in the tender documents. The Bidders have to undertake their own due diligence for any other additional information

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369	Project Information Memorandum	Figure 2, Figure 2 and 3		<p>In both the options it is shown that the I&D SPS B of 2 MLD will be drawing sewage from Kurji Pul Nallah.</p> <p>However during site visit it was informed that 2 MLD I&D SPS B would be drawing sewage from Rajapur Nallah downstream of the I&D SPS A of 53 MLD.</p> <p>Kindly clarify the actual location of I&D SPS B (2 MLD)</p> <p>In case the 2 MLD I&D SPS B is to be constructed at the downstream of 53 MLD I&D SPS A, then kindly clarify if only one 55 MLD I&D SPS can be constructed instead of constructing 2 separate I&D SPS, since we understand that all these I&D SPS would be defunct once the sewage network comes into operation.</p>	Bid conditions shall prevail.
370	General			The Pipe Line routing, L Section drawing for Kankarbagh Zone is not available online. We would request client to please upload the same on the web portal.	The drawings are uploaded as part of the Addendum
371	Draft Concession Agreement	7.7 Power Plant		The Concessioning Authority allows for selling any excess energy to the third party consumers during the term. Also as the other source of renewable energy is available as Bio-gas, the project will bring more economic and environment value if the Concessionaire is allowed to use the Bio gas generated in the plant to produce CNG for sale to third party or BUIDCO	Biogas based power generation for the STP plant is mandatory

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
372	RFP	4.1.1(a) (ii)	A.(2): At least one sewage pumping station of minimum capacity of 55 (fifty five) MLD during the last 7 (seven) years; and	Tender condition does not allow to nominate an experience subcontractor. We request BUIDCO to allow for engagement of experienced subcontractor for meeting this criteria. Since, BUIDCO is allowing to nominate experienced subcontractor for Other Sewerage work like piping, for pimping station same should be followed.	No change
373	RFP	4.1.1(a) (ii)	The Bidder should (A) developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150 (one hundred and fifty) km of which (1) at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter and B. built and commissioned a sewerage network of a minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) years	We request BUILDCO to allow the work done for Storm Water piping. Since, Sewerage piping and Storm Water piping are similar application work the experience of Storm water piping should be allowed.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
374	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work I. Digha STP:	xix. To carry out feasibility study for installation of roof top solar system along with its allied work within the plant area. Feasibility study shall also cover the use of "Net Metering" for the solar plant. Solar rooftop system shall be installed by the Concessionaire, subject to approval of feasibility study.	Request to clarify below; 1. Feasibility study will be done after award of contract or before tendering. 2. Bidder to consider scope for the Solar rooftop system in costing during tendering stage or extra cost will be given after award of contract.	The development of solar power plant is optional. In case solar power plant is proposed, the feasibility study will be done after award of contract. No additional payment will be made for such initiatives.
375	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work I. Digha STP:	xx. To carry out feasibility study for installation of micro hydro turbine based power plant on the discharge. Micro hydro turbine shall be installed by the Concessionaire, subject to approval of feasibility study.	Request to clarify below; 1. Feasibility study will be done after award of contract or before tendering. 2. Bidder to consider scope for the micro hydro turbine system in costing during tendering stage or extra cost will be given after contract.	The development of hydro power plant is optional. In case if he proposes, the feasibility study will be done after award of contract. No additional payment will be made for such initiatives
376	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work I. Digha STP:	xvi. Firefighting system with fire water pipe network and firefighting arrangements within the key structures/buildings including fire alarm System.	STPs covered under low hazard. We are considering fire extinguishers only. Please confirm.	It is clarified that the firefighting system shall be designed as per prevailing standards and good engineering practices.
377	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work II. Kankarbagh STP:	xx. To carry out feasibility study for installation of roof top solar system along with its allied work within the plant area. Feasibility study shall also cover the use of "Net Metering" for the solar plant. Solar rooftop system shall be installed by the Concessionaire, subject to approval of feasibility study.	Request to clarify below; 1. Feasibility study will be done after award of contract or before tendering. 2. Bidder to consider scope for the Solar rooftop system in costing during tendering stage or extra cost will be given after award of contract.	The development of solar power plant is optional. In case if solar power plant is proposed, the feasibility study will be done after award of contract. No additional payment will be made for such initiatives

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
378	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work II. Kankarbagh STP:	xxi. To carry out feasibility study for installation of micro hydro turbine based power plant on the discharge. Micro hydro turbine shall be installed by the Concessionaire, subject to approval of feasibility study.	Request to clarify below; 1. Feasibility study will be done after award of contract or before tendering. 2. Bidder to consider scope for the micro hydro turbine system in costing during tendering stage or extra cost will be given after award of contract.	The development of hydro power plant is optional. In case if he proposes, the feasibility study will be done after award of contract. No additional payment will be made for such initiatives
379	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work II. Kankarbagh STP:	xvii. Firefighting system with fire water pipe network and fire fighting arrangements within the key structures/buildings including Fire alarm System	STPs covered under low hazard. We are considering fire extinguishers only. Please confirm .	It is clarified that the firefighting system shall be designed as per prevailing standards and good engineering practices.
380	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work 2. Design, development, finance, construction of STP facilities , which shall include:	III. I&D Works at Sewerage Zone Digha (Digha I&D Works)	As per our understanding both options are acceptable. Bidder is free to select any one for their scope of work	Bid conditions are self-explanatory.
381	Schedules to Draft Concession Agreement	Kankarbagh Zone:	sewerage network of about 150 km length	Please submit the pipe route, flow, dia and MOC	The drawings are uploaded as part of the Addendum

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
382	Schedules to Draft Concession Agreement	TECHNICAL OVERVIEW	The scope of sewerage network also includes planning, designing, construction and operation & maintenance of sewerage network for additional area of 2 km ² in Patliputra Colony and surrounding area. The sewerage system shall be planned in such a way that the sewage generated in the catchment area shall be conveyed to SPS-A. The indicative drawings for Patliputra Colony and surrounding area are not provided as part of the bidding documents.	Please provide the detailed scope of work for additional area of 2 m ² in Pataliputra colony. Also please provide drawings of same area.	The Bidder is expected to carryout their own assessment and design and prepare the drawings for the additional area of Pataliputra.
383	Draft Concession Agreement		(a) Waste Disposal Site (i) Within 30 days from the Effective Date, BUIDCO shall inform the Concessionaire, of each Waste Disposal Site at which the Concessionaire shall be required to dispose the STP By-Products, resulting from the treatment of the Sewage at the Patna STPs, and any other waste materials resulting from the construction of the relevant STP Facility during the Construction Period (including silt).	As per our understanding sludge disposal and storage land/site will be provided by BUIDCO for 15 years of O&M at all sites. Please clarify the distance of the sludge disposal/storage place	It is clarified that the Concessionaire shall provide sludge handling and sludge storage facility within the relevant STP site. It is further clarified that the waste disposal sites for disposing the digested sludge and other wastes will be notified within 15 kms of the relevant STP site by BUIDCO. Kindly refer Clause 3.3 (j) of the Draft Concession Agreement.
384	General		Existing systems	Please provide existing SPS/MPS/STP s P&ID, HFD, Layout and equipment list. Also provide existing running system guarantee parameters, electrical load list, power consumption details, chemical consumptions and other O&M expences and contract documents.	This question is not relevant in the context of scope of work

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
385	General		Existing systems if any	Existing plant performance parameter shall be as per tender KPI sheet at present and at the time of handing over to bidder. BUIDCO to confirm	This question is not relevant in the context of scope of work
386	Project Information Memorandum	Annexure 12	* Bidders need to perform their own assessment and required surveys for the required levels. All levels mentioned in table above are indicative only.	Please provide the plot plan drawing for the STPs / SPSs and MPS along with the NGL/FGL for each site.	Location plan and plot areas of the STP are given. Existing ground levels are not available. The Bidder is expected to undertake their own assessment and design to prepare the plant layout.
387	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work		Pl. indicate detail like pump qty, working, standby, flow, head, BkW, motor rating and power consumption details for all pumps in existing pump houses (SPS & MPS) for both Digha & Kankarbagh area	This question is not relevant in the context of scope of work
388	Project Information Memorandum	Annexure - 12	1.3.3. Prescribed STP output quality	Mentioned outlet quality of existing plant (drains in Digha zone & Pahari Outfall zone) is not matching with KPI sheet guarantee parameters (Schedule 10 Key Performance Indicators). Please confirm how KPI sheet will be applicable for existing STPs.	This question is not relevant in the context of scope of work
389	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work I. Digha STP:	vii. Construction of adequate capacity storage reservoir for potable water supply along with rising main and other appurtenant works as per Applicable Laws	As per our understanding potable water is to be supplied by NMCG/BUIDCO. Bidder's scope starts from reservoirs and distribution piping only. Please confirm.	Please refer to Clause 7.10 of Draft Concession Agreement which is self-explanatory
390	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work II. Kankarbagh STP:	viii. Construction of adequate capacity storage reservoir for potable water supply along with rising main and other appurtenant works as per Applicable Laws	As per our understanding potable water is to be supplied by NMCG/BUIDCO. Bidder's scope starts from reservoirs and distribution piping only. Please confirm.	Please refer to Clause 7.10 of Draft Concession Agreement which is self-explanatory
391	Schedules to Draft Concession Agreement	Schedule 1 Scope of Work	PC based SCADA HMI station with GSM interface at SPS B or FO cable communication interface of SPS B remote terminal unit (RTU) with STP SCADA HMI system	i) It is assumed that there is no Communication required for Digha STP and its SPS. AS GSM interface is only mentioned for Kankarbagh STP and SPS. Owner to confirm. ii) Please provide Typical Control system architecture.	i) Presumption is not correct. ii) Please refer to the BUIDCO website for the Control System Architecture Drawing. This is for indicative purpose only and the design is in Bidder's scope.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
392		Part A: Process Requirements for Patna STPs 1.4 Design Life	The components of Patna STPs shall be designed and constructed to provide the minimum service life listed below for each component: Control Panels: 15 years Instrumentation Systems: 15 years Computer Systems: 10 years	The validity and equipment life of the product that will be offered (as per the vendor list in the RFQ) will be back to back with the guidelines and policies followed by the product company. The owner is requested to accept the norms laid down by the vendor applicable for their product.	No change
393		Part A: Process Requirements for Patna STPs 1.6.2 Fine screens	The screens shall be equipped with an automatic cleaning system and can be controlled by both an adjustable timed cycle and a pre-set differential head across the screen using ultrasonic level sensors.	Owner is requested to share more details if such a system is being implemented in their existing plants.	There is no existing plant in the project area and hence the question of Owner implementing any systems in the existing plants does not arise
394		Part C: Mechanical Equipment General and Particular Specifications Sl.no.15	All gas flow distribution shall be using PLC-based automatic feedback flow control using inline flow measurement and modulated flow control valves with electric actuators.	Owner is requested to share more details if such a system is being implemented in their existing plants. Owner is requested to consider pneumatic actuator for gas flow distribution purposes if possible.	There is no existing plant in the project area and hence the question of Owner implementing any systems in the existing plants does not arise

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
395		2.2.2 Air blowers	Blowers shall have a variable flow output designed to run in concert with an automated variable air flow control system, providing air as required in the aeration tanks based on oxygen demand. The system shall include, as minimum: -- PLC based local control panel at each blower with visual touch screen HMI including safety shut downs (i.e. motor thermister, surge control if necessary etc.); - PLC based master control panel with visual touch screen HMI including automated DO control and flow and pressure optimization through most-open valve algorithm;	As per our understanding the master control panel is the same as remote main PLC based SCADA panels. The blower logics will be built in local as well as remote main PLC based SCADA panels kept in the control room.	Bid conditions are self-explanatory.
396		2.10.2 Submersible pumps Design requirements pt g.	The velocity of vibration should be less than 4.5mm/sec. with noise level 85 dBA at resistance of 1.85 meter.	Owner to suggest the mechanism of whether they want an online vibration pickups or a portable vibration equipment.	The design of vibration monitoring equipment is in Bidder's scope.
397		1.8.6 Hardware Details	IP Camera & IP phones (Including video) which shall be configured as per the guideline given in Annexure provided as part of Scope of Works Network Video Recorder and IP PBX system configured as per the guideline given in Annexure provided as part of Scope of Work.	Owner is requested to kindly submit the quantity and service for the IP based CCTV and IP phone. Please provide architecture drawing.	An indicative Control System Architecture Drawing is provided in Annexure 12 Project Information Memorandum. This is for illustrative purposes only and the design is in Bidder's scope. Bidder has to make his own assessment based on his design for ensuring surveillance of entire plant

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
398		1.8.7 Hardware Details	This section describes the common hardware components. Communication cum SCADA Server, Web Server, ISR Server Characteristics (As shown on Control System Architecture)	<p>Couldn't find Control System Architecture. Please provide the same.</p> <ul style="list-style-type: none"> - We presume that the laptop datasheet provided is to be followed for the engineering station as well. Please confirm. - Owner to confirm on how many remote clients are needed for Web server. 	An indicative Control System is provided in Annexure 12 Project Information Memorandum. This is for illustrative purposes only and the design is in Bidder's scope. Bidder has to make his own assessment based on his design for ensuring surveillance of entire plant
399		1.10.9 System Sizing & Extensibility	<p>The hardware and software openness of SCADA allows the customer to smoothly upgrade the proposed system with great facilities. Common upgrading needs include (but not limited to) the following items:</p> <ul style="list-style-type: none"> - Additional measurement points (analog and digital); - Additional protocol-compliant IEDs; - Additional protocol-compliant PLCs; - Additional operator consoles; - Additional printers; - Connection to other SCADA centers 	Owner to specify and firm up the spare philosophy.	The spare philosophy should be as per latest standards and standard engineering practices.
400		1.3 Instrumentation	Laboratory Instruments	Owner to kindly furnish the quantity of the lab equipments required for this project.	This is to be designed by the Bidder as per the relevant standards and best engineering practices.
401			Existing C&I information	Owner is requested to share details of the existing C&I system if available and P&IDs.	Since there is no existing treatment plant, there is no existing C&I system if available and P&IDs.
402	Draft Concession Agreement	7.2 Designs and Drawings	Within 30 days from the Appointed Date, the Concessionaire shall submit 4 hard copies and 1 soft copy....	Employer is requested to consider drawings/documents submission & approval in soft instead of hard copy to speed up the drawings/documents approval process . However, Concessionaire shall submit required set of Hard Copies of As Built drawings to Employer for their record.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
403	Schedules to Draft Concession Agreement	1.4.10 Control panel	The control panel shall have IP 65 protection.....	Degree of protection for control panel shall be IP 55 for outdoor and IP 42 for indoor application. Employer is requested to check & confirm the same.	Not confirmed. The clause is self-explanatory.
404	Schedules to Draft Concession Agreement	1.3 b) 2 LV Switchboard/LV MCC	Design criteria for electrical equipment/ system Metering - LV Incomers and outgoing feeders	Please clarify, instead of providing separate meters (ammeter/voltmeter/wattmeter etc.) can we provide MFM combining all the facilities in incomer?	This is to be designed by the Bidder as per the relevant standards and best engineering practices.
405	Schedules to Draft Concession Agreement	1.3 e) Cable Sizing	e) All power cables shall be sized based on continuous current capacity, permissible voltage drop and short circuit current rating. The voltage drop shall be limited to 2.5 % at rated equipment current rating.	We propose voltage drop shall be limited to 2.5 % at rated equipment current rating during running condition and 10% during starting condition. Employer is requested to confirm the same.	This is to be designed by the Bidder as per the relevant standards and best engineering practices.
406	Schedules to Draft Concession Agreement & Condition of Contract of network	f) Lighting Illumination	f) Component of luminaries shall be 'energy efficient low loss' type. LED type of luminaries shall be used for office/ all indoor areas..... Illumination) Fluorescent luminaries shall be used primarily for internal lighting. High pressure vapour or metal halide type luminaries shall be used in indoor application where their use is appropriate.....	Both the clauses are contradictory. Employer is requested to provide the clarification on type of lighting fixture to be used. Conventional or LED.	Please refer sl. no. 114 of the Addendum
407	Schedules to Draft Concession Agreement	1.3 h) Earthing	The material of earthing conductor shall be hot dip Galvanized Steel	We propose to consider MS rod instead of hot dip Galvanized Steel for below ground earth mat. Employer is requested to accept the same	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
408	Schedules to Draft Concession Agreement	1.6 MV Indoor Switchboard	MV Indoor Switchboard Rated Insulation Levels - Rated short duration power frequency withstand voltage kV (rms) 70 - Rated lightning impulse withstand Voltage kV (peak) 170	Rated Insulation Levels for 11KV Switchgear shall be as per IEC 61936 - Rated short duration power frequency withstand voltage kV (rms) 28 - Rated lightning impulse withstand Voltage kV (peak) 75 Employer is requested to accept the same.	Please refer to the Addendum
409	Schedules to Draft Concession Agreement	1.10 Relay	Relays Communication protocol & Port	Employer to furnish the detail for type of communication port & protocol for relays.	This is to be designed by the Bidder as per the relevant standards and best engineering practices.
410	Schedules to Draft Concession Agreement	1.29 m) Motor	Motors The locked rotor current of motors shall not exceed 600% of full load current of motor, which is inclusive of 20% tolerance.	Not possible for IE3 class motors. Locked rotor current shall be as per IS 12615 excluding tolerance. Employer is requested to check & confirm the same.	Please refer to the Addendum
411	Schedules to Draft Concession Agreement	1.29 q) Motor	Motors Requirement of space heater	We propose to provide space heater for motor above 30KW rating. Employer is requested to accept the same	Please refer to the Addendum
412	Schedules to Draft Concession Agreement	1.41 MV and LV Cables	MV and LV Cables Material of conductor Aluminum for Power and Tinned Copper for Control cable (stranded)	We propose Control cables shall be stranded copper. Employer is requested to check & confirm the same.	Bid conditions are self-explanatory.
413	Schedules to Draft Concession Agreement	1.43 Moulded Case Circuit Breaker (MCCB)	Moulded Case Circuit Breaker (MCCB) Motor protection circuit breaker (MPCB) shall be used for motor feeder instead of MCCBs.	Up to 30kW rating of motor MPCB shall be provided. Above 30kW & upto 90kW MCCB shall be provided. Employer is requested to accept the same..	Please refer to the Addendum
414	Schedules to Draft Concession Agreement	1.46 DC equipment	110 V Battery shall be sized for a backup of 24 hours, in case of power failure	We propose battery shall be sized for 2 hours backup incase of power failure. Employer is requested to confirm the same.	Please refer to the Addendum. The concessionaire shall ensure continuous operation of the system

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
415	Schedules to Draft Concession Agreement	1.48 Lighting System Equipment	Lighting System Equipment General purpose flood lighting fixturessuitable for max. 3000 W LED lamp.	3000W LED lamp not available in market. Employer is requested to check & confirm the same.	The Bidder's understanding is not correct. 3000W LED lamps are available in the market. The exact Wattage of LED lamp will be decided by the Bidder based on his design and subsequent approval. The fixtures should be suitable for maximum 3000 W lamp.
416	Schedules to Draft Concession Agreement		General UPS Rating - Philosophy	We propose 1X100% non-redundant UPS with SCVS bypass & 1X100% Lead acid SMF 12V battery (2 hour backup). Employer is requested to confirm the same.	This is to be designed by the Bidder as per the relevant standards and best engineering practices.
417	Draft Concession Agreement	7.2 Designs and Drawings	Within 30 days from the Appointed Date, the Concessionaire shall submit 4 hard copies and 1 soft copy.	Employer is requested to consider drawings/documents submission & approval in soft instead of hard copy to speed up the drawings/documents approval process. However, Concessionaire shall submit required set of Hard Copies of As Built drawings to Employer for their record.	No change
418	Schedules to Draft Concession Agreement	1.4.10 Control panel	The control panel shall have IP 65 protection.....	Degree of protection for control panel shall be IP 55 for outdoor and IP 42 for indoor application. Employer is requested to check & confirm the same.	Not confirmed. The clause is self-explanatory.
419	Schedules to Draft Concession Agreement	Scope of work ,1, I, a (viii) & 1. II. B. (ix)		Construct an administrative office for the BUIDCO with a plinth area of 1000 sqft. - Is this building is additional or part of the plant Administrative Building?	Administrative office for BUIDCO will be part of plant administrative building
420	Schedules to Draft Concession Agreement	Scope of work, 1. II. b (i)		Demolition of existing structures and disposal of all E&M and civil debris- Please provide the details of the structures/buildings which are to be demolished. Also specify the distance upto which the debris need to be carried for disposal.	The available information has been shared in the RFP. The Bidder has to undertake their own due diligence. Please refer Schedule 1 Scope of Work - E. Flow Diversion Works at Kankarbagh STP (Kankarbagh I&D Works) - 6(iii)
421	Schedules to Draft Concession Agreement	Scope of work, 2. III. A. e.		Construction of permanent access road to I&D SPS - A - Please specify the length and minimum width of the road.	This is to be designed by the Bidder as per the relevant standards and best engineering practices. Locations of the pumping stations are already provided in Annexure 12 - Project Information Memorandum

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
422	Schedules to Draft Concession Agreement	Scope of work, 2. III. B. f.		Construction of permanent access road to the SPS - Please specify the length and minimum width of the road.	This is to be designed by the Bidder as per the relevant standards and best engineering practices. Please refer to sl. no. 421
423	Schedules to Draft Concession Agreement	Scope of work, 2. III. E. (i)		A weir arrangement in the existing concrete channel from the existing Jogipur Drainage Pumping Station - Please specify the details of the existing concrete channel, also provide flow details of the channel.	The available nallah flow details are shared in Annexure 12 - Project Information Memorandum. However the specific flow details and existing concrete channel are not available. The Bidders have to undertake their own due diligence for any other additional information
424	Schedules to Draft Concession Agreement & Project Information Memorandum	2. III. E. (v) a & Project Details (Table) Sr. No. 11		Provide SPS-B and the associated rising main as detailed in the Supporting Volume 2 including all civil, mechanical and electrical and I&C works along with completion of the Flow Diversion Works: Civil Work for Sewage Pumping Station shall include of wet well to be designed to accommodate peak flows of 170 MLD & Kankarbagh SPS B 110 MLD - There is a disparity with the capacity of the SPS B mentioned in two different documents. Please confirm the Civil Design capacity of the Kankarbagh SPS B.	Please refer to the Addendum
425	General			Please provide Detail Geo- Technical Investigation & Topographical survey report of the locations where new STPs will come and also where renovation of the existing STPs is anticipated.	The requested information is not available. The Bidders have to undertake their own due diligence for any other additional information.
426	RFP	4.1.1 (a) (ii) A (1)	4.1.1 (a) (ii) A (1) - at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter and ...	Request to modify clause as under - at least one km should be more than or equal to 600 (six hundred) 1500 (one thousand five hundred) mm diameter and ...	Please refer to the Addendum
427	RFP	4.1.1 (a) (ii) A (2)	4.1.1 (a) (ii) A (2) - at least one sewage pumping station of minimum capacity of 55 (fifty five) MLD during the last 7 (seven) years;	For meeting these criteria, Bidder should be allowed to nominate an experienced subcontractor.	No change

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
428	RFP	4.1.1 (a) (ii) A	4.1.1 (a) (ii) A- Sewerage Network: The Bidder should (A) developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150 (one hundred and fifty) km of which	We request BUILDCO to allow the work done for Water piping and modify clause as under – Sewerage Network/Water Piping The Bidder should (A) developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network/water piping of minimum 150 (one hundred and fifty) km of which	Please refer to the Addendum
429	RFP	4.1.1 (a) (ii) B	4.1.1 (a) (ii) B - built and commissioned a sewerage network of a minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) years.	Request to modify clause as under – built and commissioned a sewerage network/water piping of a minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) years.	Please refer to the Addendum
430	RFP	Clause 4.1.1	Technical Criteria (ii) Sewerage Network: The Bidder should have A. (A) developed and/or (B) designed and constructed and / or (C) constructed at least one sewerage network of minimum 150 (one hundred and fifty) km of which	Kindly clarify if a project in which Sewerage collection network System is 145 Km (dia 150 mm to 700 mm) and balance 5 km is from same project under Raising main of 600 mm dia, Total to 150 KM is consider as eligible.	Bid conditions are self-explanatory
431	RFP	Clause 4.1.1	Technical Criteria (ii) A (1) at least one km should be more than or equal to 1500 (one thousand five hundred) mm diameter and	Kindly clarify if Sewerage Network experience is taken Consortium/JV Partner and experience of "at least one km should be more than or equal to 1500" is taken from Lead Partner from different project, can it be consider as eligible.	Bidder's understanding is not correct. Please refer to the Addendum
432	RFP	Clause 4.1.1	Technical Criteria (ii) A (2) at least one sewage pumping station of minimum capacity of 55 (fifty five) MLD during the last 7 (seven) years; and	Kindly clarify sewerage network experience from Consortium/JV Partner and sewage pumping station from Lead Partner, can it be consider as eligible.	Bidder's understanding is not correct. Please refer to the Addendum

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
433	RFP	Clause 4.1.1	Technical Criteria (ii) B. built and commissioned a sewerage network of a minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) years.	Kindly clarify can sewerage pipeline work instead of network of minimum length of 200 (two hundred) m using trenchless technology during the last 7 (seven) Years by the Lead contractor, is consider as eligible.	Bidder's understanding is not correct. Please refer to the Addendum
434	General		Last date of Tender submission: Date 16.07.2018 up to 04:00 PM	Request to extend by 45 days	Please refer to the Addendum
435	General		Last Date and time for Submission of Power of Attorney, Bid Security, copy of online receipt towards Bid processing fee, and Joint Bidding Agreement	Request to provide three days time for online submission and hard copy submission of said documents.	No change
436	Project Information memorandum	Page 14 to 30	Kankarbag proposed STP	From the layout bidder understands that, one of the aeration lagoon to be utilized for proposed STP construction. During the construction phase the sewage is to be diverted to another lagoon till the proposed STP completion. The diversion is under client scope. Please confirm the bidder understanding is correct	The bidder understanding is not correct. The diversion of sewage is in Bidder's scope.
437	Project Information memorandum Price Bid	Page 14 to 30	Quality parameter STP guaranteed energy consumption For flow > 75 MLD and BOD > 250 mg/L For flow > 36 MLD and BOD > 250 mg/L	In tender design BOD is given as 250 mg/L. But as per price schedule STP guaranteed energy consumption it was mentioned that BOD > 250 mg/l. This is open ended and may not be possible to provide the Guarantee for BOD > 250 mg/L .The bidder request kindly change the requirement to upto 250 mg/l	Bid conditions shall prevail.
438	Item rate BOQ		Price schedule Digha STP Guaranteed energy consumption For flow > 75 MLD and BOD > 250 mg/L	The tender has designed capacity of 100 MLD as per tender. In STP guaranteed energy consumption it is specified that "Flow > 75 MLD", we would like to highlight that Flow > 75 MLD is not definite value. Hence bidder request to the client amendment the statement as flow upto 100 MLD.	Please refer to the Addendum. The flow has been limited to 100 MLD and BOD upto 250 mg/L for the purpose of Guaranteed Energy Consumption.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
439	Item rate BOQ		Price schedule Kangarbargh STP Guaranteed energy consumption For flow > 36 MLD and BOD > 250 mg/L	The tender has designed capacity of 50 MLD as per tender. In STP guaranteed energy consumption it is specified that "Flow > 36 MLD", we would like to highlight that Flow > 36 MLD is not definite value. Hence bidder request to the client amendment the statement as flow upto 50 MLD.	Please refer to the Addendum. The flow has been limited to 50 MLD and BOD upto 250 mg/L for the purpose of Guaranteed Energy Consumption.
440	RFP Digha & 1CFINACIALD IGHA6	Page 25 and 18	Section IV: bid data sheet (page no: 89) 21.2.1 The prevailing Electricity Tariff referred to as 'Base Rate of Electricity Tariff' is INR 10 per kWh. Glossary (Page no: 25) means the cost per unit of power drawn from the grid including capacity charges, fuel surcharge, duties, other charges and taxes as applicable, which for the purpose of evaluation of the Financial Proposals is INR 6.50 per kWh. For the purpose of reimbursement of Power Charges to the Concessionaire during the O&M Period, the Concessionaire will be paid on the basis of the then prevailing cost per unit of power charged by the relevant distribution licensee including capacity charges, fuel surcharge, duties, other charges and taxes as applicable and/or the cost of fuel for any power consumed from any diesel generator back-up sets, installed by the Concessionaire.	The electricity tariff given in both the clauses in RFP Digha document and financial bid are contradictory. Kindly confirm the electricity tariff for evaluation.	The electricity tariff for evaluation purposes is INR 10 per kWh in place of INR 6.50 per kWh

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
441	1B Annexure 12 - Project Information Memorandum _Patna / Location and Site Details for the STP Facilities	Page 13	The new STP for Kankarbagh is proposed on the same land as of the existing STP for Pahari. The existing STP of 25 MLD capacity is based on aerated lagoon technology. Approximately total 5.84 Ha land is in possession of Bihar Raj Jal Parishad (BRJP) at the existing site. Further, it may be noted that the existing 25 MLD aerated lagoon STP will be dismantled and two STPs for Pahari Zone and Kankarbagh Zone will be constructed on the land. The land available for construction of Pahari STP for future flow has been reserved to the extent of 2.94 Ha, and the area available is 2.9 Ha for the Kankarbagh STP for year 2050 flows.	<ol style="list-style-type: none"> 1. Please clarify whether the existing 25 MLD plant at proposed location is receiving sewage? 2. In case it is receiving sewage at present, where will it be diverted during construction? 3. We presume the operation of existing lagoon (25 MLD) doesn't form the part of this contract 	The operation of existing lagoon (25 MLD) doesn't form the part of this contract. The land for construction of Kankarbagh STP will be made available as per the requirement of the bidder.
442	BOQ		BOQ for Manholes	As per the BOQ for Manholes, Diameter wise quantity break up not provided. Request you to provide the same.	Please refer to the Bid Price Sheet Part III, item no. 1 for the details.
443	BOQ		BOQ for Manhole & HH connections	As per the BOQ , Construction of manhole & HH connections are precast type. Whereas the drawing provided for the same is for cast in situ with Brickwork only. Request you to please clarify the type of manhole & HH connections and provide the manhole drawings accordingly.	The drawings are indicative. The Bidder has to carry out his own design.
444	BOQ		BOQ for RCPC manhole cover for Digha Network	As per the BOQ ,for RCPC manhole frame & Cover the total quantity is 42076 Nos, Whereas the total number of manholes & HH connection are 43562.Please clarify the these mismatch of Manhole cover quantity.	Kindly refer to the Addendum and the revised BoQ with the requisite details.

Sl. No.	Document	Clause No.	Subject	Bidder's Query	Response
445	BOQ		BOQ HH connections	As per the BOQ for HH connection, the size is mentioned, as 450mm X 500 mm X 1000 mm, whereas in the drawing, size mentioned is 900 X 900 X 1000 mm. Request you to confirm the size of HH Connection Chamber.	Kindly refer to the Addendum and the revised BoQ with the requisite details.
446	BOQ		BOQ HH connections	Item description mentioned that the price for HH connection should be one MD-10 RCC circular manhole cover with frame as per IS:12592 of approved make supplied. Whereas separate BOQ is available for the RPCP Manhole frame & Cover in the item no .2 of Part III : Construction of Manholes & HH connections. Please clarify the same.	Kindly refer to the Addendum and the revised BoQ with the requisite details.
447	BOQ			In Kankarbagh Network BOQ 564.24 Km of 150 mm DWC pipe has been given for 18808 house sewer connection. Based on this the pipe length per house pit is 30 M. Whereas in Digha BOQ there is no provision of DWC pipe for 32248 House connection pits. Moreover, provision of another 150 mm DWC pipe of length 322.46 Km & 188.08 Km has given for secondary sewer connection in Digha & Kankarbagh respectively. Hence, request you to please clarify the scope of secondary sewer connection of 150 mm DWC pipe and provide the BOQ of DWC pipe for Digha house connection pits.	Bidder may please refer to the addendum and revised Bid price Sheet