Corrigendum – I to RFP, DCA & Technical terms of Reference –

Salem 24x7 Water Supply System

S.No	Clause No.	Existing Clause	Amended Clause
Volume II - Draft Concession Agreement (DCA)			
1.	1.1 (Definitions) – Appointed Date	**"Appointed Date"** means the date on which the Condition Precedent of the Concessionaire and the Authority is satisfied, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period which shall not be more than 1 year from Effective Date;	**"Appointed Date"** means the date on which the Condition Precedent of the Concessionaire and the Authority is satisfied, in accordance with the provisions of this Agreement.
2.	1.1 (Definitions)	Newly Added	**"Bidder"** means a participant in the Bid which is a company registered under the laws of India or other countries incorporated under their respective nation's laws including Consortium or joint venture of companies joining together to submit the Bid;
3.	1.1 (Definitions) – Debt Due (a)	(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the CAPEX towards the share of the Concessionaire or working capital cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;	(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the CAPEX (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;
4.	1.1 (Definitions) – Debt Due (c)	(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the CAPEX towards the share of the Concessionaire;	(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the CAPEX.
5.	1.1 (Definitions) – O&M Payments	**"O&M Payments"** shall have the meaning as set forth in Article 22.7.1;	**"OPEX Payments"** shall have the meaning as set forth in Article 22.1.1;
6.	4.1.3 (h)	(h) commencement of operation and maintenance of the Existing Project Facilities during the Initial Operation Period, as per the satisfaction of the Authority.	(h) achieving readiness for the commencement of operation and maintenance of the Existing Project Facilities during the Initial Operation Period, as per the satisfaction of the Authority.

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7.	4.3 - Damages for delay by the Concessionaire	In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Article 4.1.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Article 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority, Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent. Provided, however, that the Damages payable hereunder shall be subject to the maximum limit equal to 20% of the aggregate amount of the Performance Security and upon reaching such limit, the Authority may, in its sole discretion and subject to the provisions of Article 9.2, terminate the Agreement. Provided further that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Article 4.1.2 or where any of the Applicable Permits are delayed for reasons not attributable to the Concessionaire, no Damages shall be due or payable by the Concessionaire under this Article 4.3 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Article 4.1.2.	In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Article 4.1.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Article 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority, Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent. Provided, however, that the Damages payable hereunder shall be subject to the maximum limit equal to 20% of the aggregate amount of the Performance Security and upon reaching such limit, the Authority may, in its sole discretion and subject to the provisions of Article 9.2, terminate the Agreement. Provided further that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Article 4.1.2 or where any of the Applicable Permits are delayed for reasons not attributable to the Concessionaire, no Damages shall be due or payable by the Concessionaire under this Article 4.3 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Article 4.1.2. <u>In the event that the Concessionaire does not procure fulfilment of the Condition Precedent set forth in Article 4.1.3 (c) with regards to achieving Financial Closure alone, within the period specified in respect thereof, but satisfies all other Conditions Precedent, then the Damages payable by the Concessionaire shall be as per the Article 21 only.</u>
8.	16.4.1	16.4.1 If the Concessionaire has not completed construction of any part of the Additional Project Facilities on account of Force Majeure or for reasons solely attributable to the Authority or due to reduction in the scope as identified in the CIP, the Parties shall jointly estimate the reduction in the scope of work and the value of such reduced scope of work based on the item rate as quoted by the Concessionaire in the Bid. Such value shall be deducted from the Payments to be made to the Concessionaire as per the payment terms in this Agreement.	16.4.1 If the Concessionaire has not completed construction of any part of the Additional Project Facilities on account of Force Majeure or for reasons solely attributable to the Authority or due to reduction in the scope as identified in the CIP, the Parties shall jointly estimate the reduction in the Scope of Work and the value of such reduced scope of <u>work based on the value applicable for such reduction of scope from the approved CAPEX</u>. Such value shall be deducted from the Payments to be made to the Concessionaire as per the payment terms in this Agreement.
9.	17.1.1	17.1.1 During the Initial Operation Period, the Concessionaire shall operate and maintain the Existing Project Facilities with the assistance of the Authority and ensure water supply in the	17.1.1 During the Initial Operation Period, the Concessionaire shall operate and maintain the Existing Project Facilities with the assistance of the Authority and ensure water supply in the Service

S.No	Clause No.		Existing Clause	Amended Clause
			Service Area is maintained in a manner which is better than the prevailing conditions existing prior to the Effective Date. During such Initial Operation Period, the Concessionaire shall be paid as per the finalised rates as approved by the Authority as per the Financial Bid. The scope of works to be performed by the Concessionaire during such Initial Operation Period shall be mutually agreed between the Parties as per the provisions of the Interim Takeover Plan. For the avoidance of doubt, the scope of the Concessionaire during the Initial Operation Period shall be in a phased manner to facilitate a smooth transition of the operations in the Services Area prior to the Initial Operation Period.	Area is maintained in a manner which is better than the prevailing conditions existing prior to the Effective Date. During such Initial Operation Period, the Concessionaire shall be paid as per the finalised rates as approved by the Authority as per the Financial Bid. The scope of works to be performed by the Concessionaire during such Initial Operation Period shall be mutually agreed between the Parties as per the provisions of the Interim Takeover Plan. For the avoidance of doubt, the taking over of the areas for the Initial operation Period shall be scheduled in a phased manner to facilitate a smooth transition of the operations from the existing contractors in the Services Area prior to the Initial Operation Period.
10.	Article 21 – Financial Close – 21.1.1	21.1.1	The Concessionaire may avail project financing for the Project. In the event the Concessionaire decides to avail financing for the Project it hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the Effective Date. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid. In the event of delay in achieving the Financial Close beyond 270 (two hundred and seventy) days from the Effective Date, the Concessionaire shall be entitled to a further period not exceeding 95 (ninety five) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 270 (two hundred and seventy) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if	21.1.1 The Concessionaire may avail project financing for the Project. In the event the Concessionaire decides to avail financing for the Project it hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the Effective Date. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid. In the event of delay in achieving the Financial Close beyond 270 (two hundred and seventy) days from the Effective Date, the Concessionaire shall be entitled to a further period not exceeding 95 (ninety five) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 270 (two hundred and seventy) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any due and payable under the provisions of Clause 4.3.

S.No	Clause No.	Existing Clause	Amended Clause
		such delay in Financial Close has occurred due to Force Majeure.	
11.	Article 21 – Financial Close – 21.1.3	Newly Added	21.1.3 If the Concessionaire wishes to arrange financing from its own sources, then the Concessionaire shall; (a) submit necessary document from a scheduled bank within the meaning of Banking Regulation Act, 1949 explicitly providing access of the Concessionaire for its portion of the total CAPEX; (b) Deposit or cause to deposit an amount equal to one-fourth portion of the total Concessionaire's share towards the CAPEX as part of the Conditions Precedent; and Further, the document/s submitted by the Concessionaire will be subjected to such scrutiny, as required, so that the Authority derives clarity, confirmation and comfort of the availability of the funding from the Concessionaire required for the completion of the construction of the Additional Project Facilities.
12.	Article 22 – Payments (22.1.2)	The eligibility for the payment as above to the Concessionaire is calculated as the product of the Composite Quote and the applicable Cumulative Composite % as provided hereinabove. It is clarified that the Concessionaire's eligible payment as given in the table above towards CAPEX includes the GST component and accordingly the payments for CAPEX comprises the applicable GST. The O&M payments are exclusive of GST as the said payments are exempted from appliciabilty of GST.	***Only the following paragraph is modified as below in this clause 22.12:*** The eligibility for the payment as above to the Concessionaire is calculated as the product of the Composite Quote and the applicable Cumulative Composite % as provided hereinabove. It is clarified that the Concessionaire's eligible payment as given in the table above towards CAPEX includes the GST component and accordingly the payments for CAPEX comprises the applicable GST. The <u>OPEX</u> payments are exclusive of GST as the said payments are exempted from applicability of GST.
13.	Article 22 – Payments (Power Charges 22.1.3 (B))	(B) If there is any interruption in the supply of power from the grid, the Concessionaire will use backup power supply from the DG Sets. In such cases, a. the Concessionaire's Representative and the Authority/Independent Engineer shall jointly take readings from the meters installed at the DG Sets to determine the number of	(B) <u>The Bidders may source an alternative form of power from renewable sources and achieve savings to the Authority. In such an event the Authority will pass on 50% (fifty percent) of such savings as an incentive to the Concessionaire.</u>

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		units of energy consumed from the DG Sets for O&M of the Project (the "**DG Set Units**"); b. the quantity of diesel consumed to generate the DG Set Units in the relevant quarter shall be calculated by the Authority/Independent Engineer based on the rated specific fuel consumption of the DG Sets specified by the manufacturers of the DG Sets; and c. the power charges for the DG Set Units will be calculated by multiplying the quantity of diesel consumed (determined as per (b) above) with the Fuel Price ("DG Fuel Cost").	
14.	Article 22 – Payments (22.1.6)	22.1.6 **Payment Components** The payments, as scheduled, shall comprise the following components: CAPEX % Payment + O&M % Payment (as applicable) – Cumulative Damages + Cumulative Incentive.	22.1.6 **Payment Components** The payments, as scheduled, shall comprise the following components: CAPEX % Payment + OPEX % Payment (as applicable) – Cumulative Damages + Cumulative Incentive.
15.	Article 22 – Payments (22.1.8)	22.1.8 The Concessionaire shall claim his payments on a quarterly basis by submitting the necessary invoices in support of its claim. The CAPEX claim shall be on the basis of the CIP and the O&M claim shall be on the basis of the prorated O&M Quote for the relevant Concession Year.	22.1.8 The Concessionaire shall claim his payments on a quarterly basis by submitting the necessary invoices in support of its claim. The CAPEX claim shall be on the basis of the CIP and the OPEX claim shall be on the basis of the prorated O&M Quote for the relevant Concession Year.
16.	Article 22 – Payments (22.1.9)	22.1.9 The Concessionaire shall submit an Invoice to the Authority for each quarter on or before the 7th (seventh) day of the first month of the following quarter, which should set out the O&M Payments due to the Concessionaire in such period. Any Invoice raised by the Concessionaire for Operation Period Payments shall be accompanied with a copy of the KPI Adherence Report for each month of the relevant period.	22.1.9 The Concessionaire shall submit an Invoice to the Authority for each quarter on or before the 7th (seventh) day of the first month of the following quarter, which should set out the OPEX Payments due to the Concessionaire in such period. Any Invoice raised by the Concessionaire for Operation Period Payments shall be accompanied with a copy of the KPI Adherence Report for each month of the relevant period.

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17.	Article 22 – Payments (22.1.10)	If the Invoice is not accompanied with the necessary supporting documents as specified in Clause 22.1.9, the Authority shall not be required to process such Invoice. For avoidance of doubt, it is clarified that the O&M Payments shall be subject to Change of Scope under Article 16 of this Agreement.	If the Invoice is not accompanied with the necessary supporting documents as specified in Clause 22.1.9, the Authority shall not be required to process such Invoice. For avoidance of doubt, it is clarified that the OPEX Payments shall be subject to Change of Scope under Article 16 of this Agreement.
18.	Article 22 – Payments (22.1.12)	22.1.12 The Payments due to the Concessionaire during the Operation Period will be paid as follows: (i) 70% (seventy percent) of the invoice submitted for the relevant quarter will be released within 7 (seven) days of the submission of the subject invoice. (ii) balance 30% (thirty percent) of the subject invoice raised in reference to the Article 22.1.12 (i) will be released within 30 (thirty) days of submission upon the due process of the verification and certification by the Independent Engineer and process of checking by the Authority.	22.1.12 Subject to 22.1.12 (iii) the Payments due to the Concessionaire during the Concession Period will be paid as follows: (i) 70% (seventy percent) of the invoice submitted for the relevant quarter will be released within 7 (seven) days of the submission of the subject invoice. (ii) balance 30% (thirty percent) of the subject invoice raised in reference to the Article 22.1.12 (i) will be released within 30 (thirty) days of submission upon the due process of the verification and certification by the Independent Engineer and process of checking by the Authority. (iii) Provided however, during the Study Period, the eligibility of payments towards Study Period will occur after the approval of the CIP by the Authority. (iv) Save and except for amounts disputed by the Authority under this Agreement, where Authority fails to make payment of an undisputed amount in an invoice within the time period stated in this Agreement, the Authority shall be liable to pay to the Concessionaire interest at the Bank Rate + 3% per annum, calculated for the actual number of days such undisputed amount remains unpaid from the actual date on which such undisputed amount was due for payment in accordance with the provisions of this Agreement.
19.	Article 22 – Payments (22.2)	22.2 Additional Payments (i) Change of Scope In addition to the amounts provided hereinabove, the Concessionaire shall be eligible for payments under Article 16.3 for additional scope of works performed in accordance with Article 16. The payments so made shall not be considered as part of the Composite Quote.	22.2 Additional Payments (i) Change of Scope In addition to the amounts provided hereinabove, the Concessionaire shall be eligible for payments under Article 16.3 for additional scope of works performed in accordance with Article 16. The payments so made shall not be considered as part of the Composite Quote. (ii) Early completion of CAPEX works

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		(ii) Early completion of CAPEX works In the event the Concessionaire is able to achieve work targets over and above the interim Cumulative CAPEX Target % as on date, the Concessionaire shall be entitled to claim for the additional works completed after adjusting any deductions. The payment so made shall be considered as part of the Cumulative payments received till date, while computing the payments under Article 22.1.6.	In the event the Concessionaire is able to achieve work targets over and above the interim Cumulative CAPEX Target % as on date, the Concessionaire shall be entitled to claim for the additional works completed after adjusting any deductions. The payment so made shall be considered as part of the Cumulative payments received till date, while computing the payments under Article 22.1.6. 22.2 (A) Mobilization Advance If the Concessionaire opts for Mobilization Advance post approval of CIP, the Concessionaire shall provide to the Authority no later than 15 (fifteen) days from the date of such request, an irrevocable and unconditional guarantee from a Scheduled Bank for a sum equivalent to 110% (one hundred and ten percent) of the Mobilization Advance in the form set forth in Schedule 8 (the "Mobilization Advance Security"). The Mobilization Advance shall carry an interest of Bank Rate + 5%. The Authority shall, on request of the Concessionaire, made at any time after submission of the Mobilization Advance Security, make an advance payment in a sum not exceeding 10% (ten percent) of the CAPEX Quote stated in the Composite Quote (the "Mobilization Advance"). The Mobilization Advance shall be paid by the Authority in 2 (two) equal quarterly instalments the first of which will be within 15 (fifteen) days from the submission of the irrevocable and unconditional guarantee as specified above from the Concessionaire. The Mobilization Advance along with calculated interest shall be proportionately deducted by the Authority from the payments made to the Concessionaire during the Construction Period.
20.	Article 26.2 (a)	(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Service Area);	(a) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Service Area);
21.	Article 29.1.1(u)	Newly Added	(u) In the event, the Concessionaire consistently fails to meet the agreed-upon KPIs and resulting in a cumulative penalty as per Schedule 5 or

S.No	Clause No.	Existing Clause	Amended Clause
			Damages exceeding 25% of the quarterly OPEX Payments continuously for 3 (three) quarters, or the cumulative penalty or Damages collected exceed 25% of the quarterly OPEX Payments for any 4 (four) quarters within a 2 (two) year period.
22.	Article 29.3.2 (c)	Newly Added	(c) encash and appropriate the Mobilization Advance Security, for and in respect of the Mobilization Advance outstanding, if any and interest thereon, as agreed pre-determined compensation to the Authority for any losses, delays and cost of completing the works and maintenance activities under this Agreement.
23.	Article 29.3.3	29.3.3 Upon Termination on account of an Authority Default, Authority shall pay to the Concessionaire by way of Termination Payment, an amount equal to: (i) Debt Due; and (ii) 120% (one hundred and twenty percent) of the Adjusted Equity Along with the payment under Article 29.3.3, the Authority shall: (i) return the Performance Security forthwith.	29.3.3 Upon Termination on account of an Authority Default, Authority shall pay to the Concessionaire by way of Termination Payment, an amount equal to: (i) Debt Due; and (ii) 120% (one hundred and twenty percent) of the Adjusted Equity Along with the payment under Article 29.3.3, the Authority shall: (i) return the Performance Security forthwith; and (ii) <u>encash and appropriate the Mobilization Advance Security, for and in respect of the Mobilization Advance outstanding, if any and interest thereon.</u>
24.	Article 34.1.4 – User Charges	34.1.4 The Concessionaire shall directly deposit all of the User Charges collected, whether in the form of cash, cheques or other form, into the Reserve Fund Account or such other account as designated by the Authority in accordance with the municipal rules applicable from time to time. The Concessionaire can propose as part of the CIP, any other form or mode of bill payment methods such as partnering with	34.1.4 The Concessionaire shall directly deposit all of the User Charges collected, whether in the form of cash, cheques or other form, into the <u>Escrow Account</u> or such other account as designated by the Authority in accordance with the municipal rules applicable from time to time. The Concessionaire can propose as part of the CIP, any other form or mode of bill payment methods such as partnering with banks or other utility bill payment such as telephones, mobile money, electricity companies.

S.No	Clause No.	Existing Clause	Amended Clause
		banks or other utility bill payment such as telephones, mobile money, electricity companies.	
25.	Schedule 4 – Capital Investment Plan	<u>Operation and Maintenance Plan (O&M Plan)</u> 1. The Concessionaire shall prepare an annual operation and maintenance plan for the Existing Project Facilities and the Project Facilities (the "O&M Plan") with critical and routine operating tasks at each unit of water supply chain with the objective of achieving and maintaining the Required Service Levels. 2. The O&M Plan shall comprise the responsibilities for unit operations, monitoring and emergency response, related processes, systems, protocols, procedures including detailed costs for each activity of operations and maintenance etc. 3. The O&M Plan will differentiate between those areas with intermittent water supply and those with Continuous Pressurized Water Supply. 4. O&M Plan will present in detail the monitoring protocol for water quality measurement around the system. This protocol will cover the whole process from designing the sampling regime, taking samples, testing samples, and reporting samples. The O&M Plan will also present the on-line water quality reporting system required to meet the Concessionaire's obligations under Schedule 5. <u>Quality Assurance Plan</u> All the activities of Construction Period & O& M Period shall be prepared based on a Qaulity Assuarnce Plan (QAP) that is being prepared and submitted for approval alonhg with the CIP.	<u>After Clause No.5 of existing Schedule 4 the following are sequentially numbered and an additional Clause No.8 is added:</u> **6.** <u>Operation and Maintenance Plan (O&M Plan)</u> 6.1 The Concessionaire shall prepare an annual operation and maintenance plan for the Existing Project Facilities and the Project Facilities (the "O&M Plan") with critical and routine operating tasks at each unit of water supply chain with the objective of achieving and maintaining the Required Service Levels. 6.2 The O&M Plan shall comprise the responsibilities for unit operations, monitoring and emergency response, related processes, systems, protocols, procedures including detailed costs for each activity of operations and maintenance etc. 6.3 The O&M Plan will differentiate between those areas with intermittent water supply and those with Continuous Pressurized Water Supply. 6.4 O&M Plan will present in detail the monitoring protocol for water quality measurement around the system. This protocol will cover the whole process from designing the sampling regime, taking samples, testing samples, and reporting samples. The O&M Plan will also present the on-line water quality reporting system required to meet the Concessionaire's obligations under Schedule 5. **7.** <u>Quality Assurance Plan</u>

<table>
<tr><th>S.No</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
<tr><td></td><td></td><td></td><td>All the activities of Construction Period & O& M Period shall be prepared based on a Quality Assurance Plan (QAP) that is being prepared and submitted for approval along with the CIP.

8. <u>Total maximum power consumption of Water at the Distribution System:</u>

<table>
<tr><th>Sr No</th><th>Details of distribution system</th><th>Flow Rate (M3/h)</th><th>Max Head (M)</th><th>Average hours of operation/Day

(O)</th><th>Power Consumption (KWH)

(P)</th><th>Total Power Consumption Per Year (KWH/ Year)

(O x P x 365)</th></tr>
<tr><td>A</td><td>Total power required for distribution system</td><td>Q1</td><td>H1</td><td>Hr</td><td></td><td></td></tr>
<tr><td>B</td><td>Auxiliary requirement of power</td><td>N.A.</td><td>N.A.</td><td>Hr</td><td></td><td></td></tr>
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<tr><th>S.No</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
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<tr><td></td><td>Total (A+B)</td><td></td></tr>
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<tr><td>26.</td><td>Schedule 5 (1. Construction Period) - Table</td><td>
<table>
<tr><th>Sl.No</th><th>Time Period from COD</th><th>Liquidated Damages (INR) /Day</th></tr>
<tr><td>1</td><td>Beyond 60 (sixty) days</td><td>2,50,000</td></tr>
<tr><td>2</td><td>Beyond 60 (sixty) days upto 120 (one hundred and twenty) days</td><td>5,00,000</td></tr>
<tr><td>3</td><td>Beyond 120 (one hundred and twenty) days upto 270 (two hundred and seventy) days</td><td>10,00,000</td></tr>
<tr><td>4</td><td>Beyond 270 (two hundred and seventy) days</td><td>Termination under Article 29</td></tr>
</table>
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<table>
<tr><th>Sl.No</th><th><u>Time Period from Project Milestones as set out in the CIP</u></th><th>Liquidated Damages (INR) /Day</th></tr>
<tr><td>1</td><td><u>Up to</u> 60 (sixty) days</td><td>2,50,000</td></tr>
<tr><td>2</td><td>Beyond 60 (sixty) days upto 120 (one hundred and twenty) days</td><td>5,00,000</td></tr>
<tr><td>3</td><td>Beyond 120 (one hundred and twenty) days upto 270 (two hundred and seventy) days</td><td>10,00,000</td></tr>
<tr><td>4</td><td>Beyond 270 (two hundred and seventy) days</td><td>Termination under Article 29</td></tr>
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<tr><td>27.</td><td>Schedule 5 – Key Performance Indicators – Service Level Requirements Table</td><td>
<table>
<tr><th>Sl.No.</th><th>Description</th><th>Details</th></tr>
<tr><td>1.</td><td>Parameter</td><td>Percentage of total DMAs converted to Continuous Pressurized Water Supply, measured on Quarterly basis</td></tr>
<tr><td></td><td>Required Performance Level/ Milestone</td><td>Minimum 7 m water head at the ferrule point except when there is supply shortage due to inadequate supply by SCMC. Supply shortage is defined as any deficit in the daily volume supplied at Nanga valli &</td></tr>
</table>
</td><td>
<u>Schedule 5 – Table: Service Level Requirements Completely replaced with the below tables.</u>

1. Coverage of Services:
<table>
<tr><td>Rationale</td><td>Coverage of 24x7 Water Supply Complying with All Parameters</td></tr>
<tr><td>Scope</td><td>Coverage of 24x7 Continuous Pressurized Water Supply</td></tr>
<tr><td>Frequency</td><td>Quarterly</td></tr>
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S.No	Clause No.	Existing Clause			Amended Clause	
				Thottilpatti Scheme against the measured daily demand and the approved UFW losses for the given Concession Year.	Required Performance Level	Minimum 17 m water head at the ferrule point at 24x7 continuous water supply complying with CPHEEO guidelines.
			Measured by	On or before COD, all the connections in the DMA that were certified by Independent Engineer, as having been converted to Continuous (24/7) Pressurized Water Supply and have demonstrated 7 days of maintaining Continuous Pressurized Water Supply. Maintenance of Continuous Pressurized Water Supply shall be monitored based on pressure logs in Critical Measurement Points of such certified DMAs	Monitored by	Independent Engineer based on supervision of testing of continuous pressurized supply, and pressure logs in Critical Measurement Points of such certified DMAs and sample checks at HSC level.
			Monitored by	Independent Engineer based on supervision of testing of continuous pressurized supply, and pressure logs in Critical Measurement Points of such certified DMAs. The assessment shall be carried out on Quarterly basis	Allowable Exclusions	The Concessionaire shall be excused from meeting this KPI in the following cases: • No more than five incidents of default allowed per quarter, in each DMA. Each default incident shall be defined as continuous period of more than 6-hours during which the pressure falls below stipulated 17m pressure in the DMA under review. • Occurrence of any event given below and for any such event not attributable to the Concessionaire: i. Interruption due to bursts of any feeder networks operated by the Authority, if any. ii. Shortage of bulk water due to non-availability of water at source. iii. Third Party causes such as power failure and demand for firefighting. iv. Third Party damage of network causing burst or heavy leaks needing to pressure loss across DMA.
			Allowable Exclusions	The Concessionaire shall be excused from meeting this KPI in the following cases:		

S.No	Clause No.	Existing Clause	Amended Clause
		• Any Extension of Time granted to the Concessionaire for the Milestone for achieving conversion. • No more than five incidents of default allowed per quarter, in each DMA. Each default incident shall be defined as continuous period of more than 6-hours during which the pressure falls below stipulated 7m pressure in the DMA under review. • Occurrence of any event given below and for any such event not attributable to the Concessionaire: i. Interruption due to bursts of any feeder networks operated by the Authority	Penalty / Damages of non-performance: [0.50% (zero-point five percent) **x** 0.8*(OPEX payment in that Concession Year/4) * (Number of DMAs not meeting the KPI/Total number of DMAs)] Incentive: No incentive **2. User Experience:** Rationale: Responsive to user complaints Parameter: Resolution of User Complaints Frequency: Quarterly Required Service Level: 90% of complaints should be resolved within the time period provided for respective category of complaint. The Concessionaire shall provide to the Independent Engineer verifiable data in electronic form on the User complaints registered with so as to enable the Independent Engineer to certify the resolution thereof. Complaints to be resolved within 24 hours: Complaints related to water quality Complaints to be resolved within 48 hours: leakages in HSCs, No Water Complaints to be resolved within 7 days: Complaints related to delay in providing connection, meter not working properly, delay/errors/problems in billing and collection, change in customer database, reconnection,

S.No	Clause No.	Existing Clause			Amended Clause	
				ii. Shortage of bulk water supplied by SCMC at the bulk offtake points iii. Third Party causes such as power failure and fire fighting iv. Third Party damage of network causing burst or heavy leaks needing to pressure loss across DMA		temporary disconnection, arrears and other complaints connected to customer database, billing or collection. Complaints for which Redressal beyond the control of the Concessionaire to be listed separately and to be certified by the Technical Auditor. In the event a complaint is not redressed within twice the time period provided for such redressal period, the same shall be considered as an additional complaint by the same Complainant. The accumulation of complaints shall continue till it has been resolved. It is hereby clarified that the complaint resolution targets of the Concessionaire shall not include complaints resulting in water shortage and / or resultant low pressure due to low water availability at the headworks intake. Supply shortage is defined as any deficit in the daily volume pumped in to the headworks intakes due to low availability of river water. If a resident (individual/institution) has applied for a new connection (**"New Connection"**), the same shall be provided within 3 (three) working days from the date of receipt of such request by the Concessionaire.
			Penalty / Damages per week of non-performance	[(0.25%/12) (zero point two five percent by twelve) of O&M payment in that Concession Year * (Number of DMAs not meeting the KPI / Total number of DMAs)]/4		
			Incentive	No incentive		
		2	**Parameter**	**Resolution of User Complaints, measured on Quarterly basis**		
			Required Service Level	90% of complaints should be resolved within the time period provided for respective category of complaint. The Concessionaire shall provide to the Independent Engineer	Measured By	Percentage of total number of customer requests resolved during the quarter under review over the total number of customer requests received and recorded during that quarter.

S.No	Clause No.	Existing Clause			Amended Clause	
				verifiable data on the User complaints registered with so as to enable the Independent Engineer to certify the resolution thereof. Complaints to be resolved within 24 hours: Complaints related to water quality Complaints to be resolved within 48 hours: leakages in HSCs, No Water Complaints to be resolved within 7 days: Complaints related to delay in providing connection, meter not working properly, delay/errors/problems in billing and collection, change in customer database, reconnection, temporary disconnection, arrears and other complaints connected to customer database, billing or collection. Complaints for which Redressal beyond the control of the Concessionaire to be listed separately and to be		$X = \frac{\text{TR}}{\text{TC}}$ TR = Total number of complaints redressed within the stipulated time for the respective category TC = Total number of complaints received in a quarter in the respective categories For every request for New Connections, that is not complied within the timeline will tantamount to 0.5% of non-compliance.
					Monitored by	An electronic registry shall be developed prior to COD and thereafter maintained by the Concessionaire and the said registry shall include detailed database and summary tables including: ▪ Time and date ▪ Complaint number ▪ User name ▪ User identification number ▪ DMA number ▪ Nature of complaint ▪ Time and date at which User complaint is resolved ▪ Action taken report
					Allowable exclusions	Occurrence of any user complaint arising out of reasons given below and any such reasons are not attributable to the Concessionaire: i. Interruption due to bursts of any feeder networks operated by the Authority, if any. ii. Shortage of bulk water due to non-availability of water at source. iii. Third Party causes such as power failure and demand for firefighting.

S.No	Clause No.	Existing Clause			Amended Clause	
				certified by the Technical Auditor. In the event a complaint is not redressed within twice the time period provided for such redressal period, the same shall be considered as an additional complaint by the same Complainant. The accumulation of complaints shall continue till it has been resolved. It is hereby clarified that the complaint resolution targets of the Concessionaire shall not include complaints pertaining to water shortage and / or resultant low pressure during the period of inadequate water supply by SCMC. Supply shortage is defined as any deficit in the daily volume supplied at Naga valli & Thottilpatti Scheme against the measured daily demand and the approved UFW losses for the given Concession Year.		
				Measured By	Percentage of total number of customer requests resolved during the quarter under review	

	iv. Third Party damage of network causing burst or heavy leaks needing to pressure loss across DMA.
Penalty/ Damages	[50% (Fifty Percent) of (90% - % of Total customer complaints redressed within the stipulated timelines during the quarter) x (0.8*OPEX Payment in that Concession Year)/4]
Incentive	No Incentive.

3. Extent of Unaccounted for Water (UfW):

Rationale	Financial and Environmental sustainability
Parameter	Unaccounted for Water (UFW)
Frequency	Quarterly
Required Performance Level	From Year immediately after COD till 10th year from the Appointed Date: 20% From 11th year onwards: 15%
Measurement by	$$\text{Quarterly UfW} = \frac{\text{TSV} - \text{TWV} - \text{WV}}{\text{TSV}}$$ TSV = Total supply volume measured at the outlet of source WTP TWV = Total Water Volume Billed WV = Water Volume legally supplied but not billed under the instruction from the Authority

S.No	Clause No.	Existing Clause			Amended Clause	
				over the total number of customer requests received and recorded during that quarter		Water Volume Legally Supplied but Not Billed means o Water supplied to slums and stand posts o Free Water Supply, as per the Authority's discretion o Operational use (scouring, etc) o Permitted Meter reading errors o Illegal connection until the Authority has disconnected them
			Monitored by	Until electronic registry is established, manual record to be established. An electronic registry maintained by the Concessionaire, the registry shall include detailed database and summary tables including: ▪ Time and date ▪ Complaint number ▪ User name ▪ User identification number ▪ DMA number ▪ Nature of complaint ▪ Time and date at which User complaint is resolved ▪ Action taken report	Monitored By	An electronic registry maintained by the Concessionaire; the registry shall include detailed database and summary tables for supply input volume, billed volume and authorized unbilled consumption as measured by meter readings. All supply points will be metered. The database shall include: ▪ Month ▪ Cumulative supply input volume ▪ Cumulative DMA wise authorized consumption Independent Engineer will review select meter readings to verify the accuracy of working condition of meters.
			Allowable exclusions	Redressal beyond the control of the Concessionaire to be agreed as part of the CIP	Allowable Exclusions	None
			Penalty/ Damages per week	(90% - % of Total customer complaints redressed within the stipulated timelines during the quarter) x Rs. 1 crore	Penalty / Damages	X being the Quarterly UfW (in %) achieved during the period under review, the applicable damages will be: [From Year immediately after COD till 10th year from the Appointed Date: (X-20%) * 0.5* 0.8*OPEX payment in that Concession Year/4];

S.No	Clause No.	Existing Clause			Amended Clause	
			Incentive per annum	(% of Total customer complaints redressed within the stipulated timelines during the quarter – 90%) x Rs. 1 crore		[From 11th Year onwards: (X-15%) * 0.5* 0.8*OPEX payment in that Concession Year/4]
			3.	**Parameter**	Incentive	X being the Quarterly UfW (in %) achieved during the period under review, the applicable incentive will be [From Year immediately after COD till 10th year from the Appointed Date: (20%-X) * 0.5* 0.8*OPEX payment in that Concession Year/4]; [From 11th Year onwards: (15%-X) * 0.5* 0.8*OPEX payment in that Concession Year/4]
				Required Performance Level/ Milestone	**4. Functioning of Meters:**	
				From Year immediately after COD till 10th year from the Appointed Date: 20% From 11th year onwards: 15%	Rationale	Adequacy to meet city needs for treated water supply
					Frequency	Quarterly
					Required Performance Level	100% of total user meter should be functional, and bills shall be issued as per actual meter reading for each billing cycle.
					Measurement by	Total number of functional metered connection as a percentage of total number of metered connections
					Monitored By	• Electronic user data base with initial meter reading and final reading for each billing cycle • User numbers in database • Photo of each reading with date and meter number, User number;
				Measurement by		
				For the year under review, expressed as percentage. Annual UfW = (Total supply volume measured at the outlet of Nanga valli/Thotilpatti WTP during the year – Total Water Volume Billed during the year - Water Volume legally supplied but not billed) / (Total supply volume measured at the outlet of Nanga valli/Thotilpatti WTP) Water Volume Legally Supplied but Not Billed means		

S.No	Clause No.	Existing Clause			Amended Clause	
				○ Water supplied to slums and stand posts ○ Free Water Supply, as per the Authority's discretion ○ Operational use (scouring, etc) ○ Estimated Meter reading errors ○ Illegal connection until the Authority has disconnected them		• Meter reading statement with linked photograph; • 0.5% of each DMA - random check by independent engineer for each quarter.
			Monitored By	An electronic registry maintained by the Concessionaire; the registry shall include detailed database and summary tables for supply input volume, billed volume and authorized unbilled consumption as measured by meter readings. All supply points will be metered. The database shall include: ▪ Month ▪ Cumulative supply input volume ▪ Cumulative DMA wise authorized consumption Technical Auditor will review select meter readings to verify the accuracy of working condition of meters.	Allowable Exclusions	Maximum up to 5% is allowed to be issued bills with average consumption and/or non-issuance of bills: 1. Meter damaged / stolen and reported by consumer 2. Access to meter is blocked temporarily 3. Meter non functional 4. Refusal by User and reported to SCMC Disconnected by SCMC (will be deducted while calculating % from total Users)
					Penalty / Damages	Penalty (Meters) = [Percentage of non-functional meter and or bills issued on average basis beyond 5% (five percent) * 0.8*OPEX Payment in that Concession year/12 X 20% (twenty percent)] The computation will be done on a monthly basis and the penalty will be levied quarterly.
					Incentive	No Incentive.
					5. Quality of Water Supplied:	
					Rationale	Poor quality of water can pose serious health hazard

S.No	Clause No.	Existing Clause			Amended Clause	
			Allowable Exclusions	None	Parameter	Treated water quality at User taps
					Frequency	Quarterly
			Penalty / Damages per week	X being the Annual UfW (in %) achieved during the period under review, the applicable damages will be: From Year immediately after COD till 10th year from the Appointed Date: (X-20%) of (0.5/12) (zero point five by twelve) of O&M payment in that Concession Year; From 11th year onwards: (X - 15%) of (0.5/12) (zero point five by twelve) of O&M payment in that Concession Year	Required Service Level	At User Tap: 90% samples conforming to the permissible level of residual chlorine to be maintained, other than where the Emergency Response Plan is triggered. (upto COD) At User Tap: 100% samples conforming to the permissible level of residual chlorine to be maintained, other than where the Emergency Response Plan is triggered. (after COD)
					Measured By	Number of samples from User taps tested and not conforming to residual chlorine levels based on a minimum of 10 samples per DMA.
			Incentive per annum	X being the Annual UfW (in %) achieved during the period under review, the applicable incentive will be From Year immediately after COD till 10th year from the Appointed Date: (20% - X) of (0.5/12) (zero point five by twelve) of O&M payment in that Concession Year;	Monitored By	An electronic registry maintained by the Concessionaire; the registry shall include detailed database and summary tables to be maintained as part of the water quality surveillance protocols agreed as part of the CIP. The water quality testing database shall include: ▪ Time and date ▪ Sample location (User Identification Number) ▪ Sample number ▪ Details of water quality tests conducted including the results of tests. ▪ Details of remedial actions taken in case of water quality problem ▪ Time and date of resumption of service level
					Allowable exclusions:	Pollution event covered by Emergency procedures

S.No	Clause No.	Existing Clause			Amended Clause	
				From 11th year onwards: (15% - X) of From 11th year onwards: (X - 15%) of (0.5/12) (zero point five by twelve) of O&M payment in that Concession Year	Penalty / Damages	For each sample at consumer tap not confirming to residual chlorine standards, Rs. 10000 (ten-thousand), escalated at the rate of 5% per annum from the Appointed Date.
					Incentive	No incentive
		4.	**Parameter**	**Treated water quality at User taps**		
			Required Service Level	At User Tap: 90% samples conforming to the permissible level of residual chlorine to be maintained, other than where the Emergency Response Plan is triggered. (upto COD) At User Tap: 100% samples conforming to the permissible level of residual chlorine to be maintained, other than where the Emergency Response Plan is triggered. (after COD)		
			Measured By	Number of samples from User taps tested and not conforming to residual chlorine levels based on a minimum of 10 samples per DMA on a quarterly basis.		
			Monitored By	An electronic registry maintained by the		

6. Efficiency in collection of User Charges:

Rationale	Financial sustainability
Parameter	Collection Efficiency
Required Service Level	After COD until 1st Anniversary of service – 85% From 2nd year post COD – 90%
Frequency	Quarterly
Measured by	Percentage of total revenue collected against volume billed during the period under review over the total amount and volume billed during period under review. For the purpose of computing incentive for arrear collection, arrears shall mean amount billed but not collected within 30 days from the end of the quarter in which the bill is raised. **Arrear Collection:** For the purpose of the computing incentive for arrear collection, the collection of arrears that are due for a period of less than 9 months from

S.No	Clause No.	Existing Clause			Amended Clause	
				Concessionaire; the registry shall include detailed database and summary tables to be maintained as part of the water quality surveillance protocols agreed as part of the CIP. The water quality testing database shall include: ▪ Time and date ▪ Sample location (User Identification Number) ▪ Sample number ▪ Details of water quality tests conducted including the results of tests. ▪ Details of remedial actions taken in case of water quality problem ▪ Time and date of resumption of service level	the end of the relevant quarter shall only be reckoned.
			Allowable exclusions:	Pollution event covered by Emergency procedures	Monitored by	• The Concessionaire shall implement a billing and invoice system and get the same approved by the Authority. The billing system shall contain, inter-alia, the following details: • An electronic registry with a detailed database and summary tables for total revenue billed, arrears, amounts collected during the period under review. The database shall include: • Month • DMA Number • Total Amount and volume Billed – Arrears and Current Revenue Demand against volume in kilo liters • Total Revenue Collected – as against Arrears and as against Current Demand against volume in kilo liters • Total arrears with volume in kilo liters • Total disputed cases • Other Income collected as against Connection Charges and Deposits received from Customers.
			Penalty / Damages per day	For each sample at consumer tap not confirming to residual chlorine standards, Rs. 10000 (ten-thousand), escalated at the rate of 5% per annum from the Appointed Date.	Exclusions	1. Details of habitual defaulters notified by the Concessionaire and approved by the Authority. 2. Details of habitual defaulters notified by the Concessionaire but disconnections not permitted by the Authority
			Incentive	No incentive		

<table>
<tr><th>S.No</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td>5.</td><td>Parameters</td><td>Annual Collection efficiency</td></tr>
<tr><td></td><td>Required Service Level</td><td>From year immediately after COD to onwards till the end of Concession Period: 90%</td></tr>
<tr><td></td><td>Measured by</td><td>The total amount collected by the Concessionaire during the given Concession Year / Total amount billed by the Concessionaire during the given Concession Year. The final Collection efficiency shall be finalised based on collections which were billed during the relevant Concession Year and collected within 90 days after the end of the Concession year.</td></tr>
<tr><td></td><td>Monitored by</td><td>Periodic collection reports by Concessionaire (depending on billing frequency)</td></tr>
<tr><td></td><td>Exclusions</td><td>1. Details of habitual defaulters notified by the Concessionaire and approved by the Authority.
2. Disconnections not permitted by the Authority</td></tr>
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</td><td>
<table>
<tr><td>Penalty / Damages</td><td>X being the Quarterly Collection Efficiency (in %) achieved during any year, the applicable damages will be;

1st Year after COD from the Appointed Date: (85% - X%) x 1.75 x 0.8*(OPEX payment in that Concession Year/4);

From 2nd Year after COD from the Appointed Date: (90% - X%) x 1.75 x 0.8*(OPEX payment in that Concession Year/4).</td></tr>
<tr><td>Incentive</td><td>X being the Collection Efficiency (in %) achieved, the applicable incentive will be

1st Year after COD from the Appointed Date: (X-85%) x 1.75 x 0.8*(OPEX payment in that Concession Year/4);

From 2nd Year after COD from the Appointed Date: (X-90%) x 1.75 x 0.8*(OPEX payment in that Concession Year/4).

For Arrear Collection:

For collection of arrears against the billing up to the required level of service, 50% of the Penalty Charged for such shortfall in collection shall be given as incentive.

For collection of arrears against billing over and above the applicable target collection (85% for the first year after COD and 90% thereafter), 50% of the Incentive which would have been otherwise due and payable for such amount, had</td></tr>
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S.No	Clause No.	Existing Clause			Amended Clause	
			Penalty / Damages per week	X being the Annual Collection Efficiency (in %) achieved during any year, the applicable damages will be From year immediately after COD to 10th year from the Appointed Date: (90% - X) of (1.75/12) (one point seven five by twelve) of O&M payment in that Concession Year		it been collected in the relevant quarter shall be given as incentive.
			Incentive per annum	X being the Collection Efficiency (in %) achieved during any year, the applicable incentive will be From year immediately after COD until the expiry of the Concession Period: (90% - X) of (1.75/12) (one point seven five by twelve) of O&M payment in that Concession Year	**7. Power Consumption Guarantee**	
			6.	**Parameters**	**Power Consumption**	
			Required Performance Level/ Milestone	As per the APPENDIX VIII	Rationale	To save cost on Power Charges & Environmental Considerations
					Parameters	Power Consumption
					Required Performance Level/ Milestone	As per the APPENDIX VIII
					Measurement by	If the actual power conusmed per m^3 is more than the guaranteed power consumption rate as given in APPENDIX VIII, the rate over and above the Total Power Consumption shall be paid the Concessionaire.
					Monitored By	Periodic reports by Concessionaire
					Allowable Exclusions	Power Factor Less than 0.98
					Penalty / Damages	Amounts over and above the Total Power Consumption
					Incentive	No incentive

<table>
<tr><th>S.No</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td></td><td>Measurement by</td><td>If the actual power conusmed per m^3 is more than the guaranteed power consumption rate as given in APPENDIX VIII, the rate over and above the Total Power Consumption shall be paid the Concessionaire.</td></tr>
<tr><td></td><td>Monitored By</td><td>Periodic reports by Concessionaire</td></tr>
<tr><td></td><td>Allowable Exclusions</td><td>Power Factor Less than 0.98</td></tr>
<tr><td></td><td>Penalty / Damages</td><td>Amounts over and above the Total Power Consumption</td></tr>
<tr><td></td><td>Incentive</td><td>No incentive</td></tr>
</table>
</td><td></td></tr>
<tr><td colspan="4">Volume I – Request for Proposal (RFP)</td></tr>
<tr><td>28.</td><td>APPENDIX VIII – Format for Maximum Power Guarantee (Table 3 & 4)</td><td>Table 3: Total maximum power consumption of Water at the Distribution System:</td><td>Table 3 stands deleted.</td></tr>
</table>

S.No	Clause No.	Existing Clause	Amended Clause

Sr No	Details of distribution system	Flow Rate (M3/h)	Max Head (M)	Average hours of operation /Day (O)	Power Consumption (KWH) (P)	Total Power Consumption Per Year (KWH/ Year) (O x P x 365)
A	Total power required for distribution system	Q1	H1	Hr		
B	Auxillary requirement of power	N.A.	N.A.	Hr		
	Total (A+B)					

Table 4: Total Power Consumption (TPC) for the Project:

Sl.No	Particulars	Power Consumption Per Year

Table 4: Total Power Consumption (TPC) for the Project:

Sl.No	Particulars	Power Consumption Per Year
1	Total maximum power consumption per m3 of treated water for Mettur Scheme	
2	Total maximum power consumption per m3 of Treated Water for Nanga Valli Scheme	

<table>
<tr><th>S.No</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td>1</td><td>Total maximum power consumption per m3 of treated water for Mettur Scheme</td><td></td></tr>
<tr><td>2</td><td>Total maximum power consumption per m3 of Treated Water for Nanga Valli Scheme</td><td></td></tr>
<tr><td>3</td><td>Total maximum power consumption of Water at the Booster Stations</td><td></td></tr>
<tr><td>4</td><td>Total maximum power consumption of Water at the Distribution System</td><td></td></tr>
<tr><td></td><td>Total Power Conumption</td><td></td></tr>
</table>
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<table>
<tr><td>3</td><td>Total maximum power consumption of Water at the Booster Stations</td><td></td></tr>
<tr><td></td><td>Total Power Consumption (1+2+3)</td><td></td></tr>
</table>
</td></tr>
<tr><td>29.</td><td>RFP - Eligibility Criteria – 2.7.1.3</td><td>NOT USED</td><td>2.7.1.3 The Bidder shall comply the following requirement;

(i) If in case, any Bidder submits multiple qualifying projects for the purpose of evaluation, then the decision of the Authority in selecting the Eligible Project from among the submitted qualifying projects shall be final and binding.

(ii) If two or more Bidders submit only one qualifying project and such project is common amongst them, then all such Bids will be rejected.

(iii) The qualifying projects shall, necessarily, have achieved COD to be considered as Eligible Projects.</td></tr>
</table>

S.No	Clause No.	Existing Clause	Amended Clause
30.	RFP - Eligibility Criteria – 2.7.1.10	Newly Added	For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply: i. Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA. ii. "Bidder from a country which shares a land border with India" means: a. An entity incorporated, established or registered in such a country, or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; f. A natural person who is a citizen of such a country; or g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above. iii. Beneficial owner for the purpose of (ii) above means: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means. Explanation: a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

S.No	Clause No.	Existing Clause	Amended Clause
			b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. iv. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. v. The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(e)(ii) above. **Certificate regarding Compliance:** A certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following in the format prescribed at Appendix IX:

S.No	Clause No.	Existing Clause	Amended Clause
			"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority; I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered." It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law. **Validity of Registration:** In respect of RFP, registration should be valid at the time of submission of Bids and at the time of acceptance of Bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.
Volume III – Technical Terms of Reference			
31.	Section-IV General Technical Specification - Clause 1.6.2	1.6.2 **Bored cast-in-place piles** Bored cast-in-place piles shall have a casing of steel which shall be filled with concrete. The casing may, and where specified shall, be left in place as part of the Permanent Works. The casing shall be suitable for the method of installation and for the purpose of forming a pile. Steel casing and concrete for filling it shall be as specified in Clause 2.11.6. Unless otherwise specified, piles shall be reinforced over the whole of their length as specified in the	1.6.2 **Bored cast-in-place piles** Bored cast-in-place piles shall have a casing of steel which shall be filled with concrete. The casing may, and where specified shall, be left in place as part of the Permanent Works. The casing shall be suitable for the method of installation and for the purpose of forming a pile. <u>The Concessionaire shall follow applicable IS 2911: 2010 code and the detailed specifications of work shall be provided in the CIP.</u>

S.No	Clause No.	Existing Clause	Amended Clause
		last paragraph of Clause 2.11.6.	
32.	Section-IV General Technical Specification - Clause 1.6.4(a)	(a) Non-working piles, constructed for test purposes at positions selected by the Engineer, shall be tested to the ultimate bearing capacity as defined in Clause 2.12.2. These test piles shall be constructed in the same manner and to the same set (where applicable) as the working piles.	(a) Non-working piles, constructed for test purposes at positions selected by the Engineer, shall be tested to the ultimate bearing capacity as specified in IS 2911: 2010. These test piles shall be constructed in the same manner and to the same set (where applicable) as the working piles.

31. The Bid Due Dates are amended as follows:

S. No	Event Description	Date and Time
1.	Last date for Further Queries	12.03.2025 before 15.30 hours
2.	2nd Pre-Bid Conference	12.03.2025 at 11.30 hours
3.	Bid Due Date	28.03.2025 at 16.00 hours

32. Format of Certificate Regarding Compliance with reference to "**RFP - Eligibility Criteria – 2.7.1.10"** is given below:

APPENDIX-IX CERTIFICATE REGARDING COMPLIANCE

(To be on the letter of the Bidder/ Each Member of the Consortium)
Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

To,

_____

_____

Sub: SELECTION OF CONCESSIONAIRE THROUGH COMPETITIVE BIDDING PROCESS FOR IMPLEMENTATION OF 24X7 WATER SUPPLY SYSTEM IN SALEM CITY MUNICIPAL CORPORATION

Dear Sir,

With reference to your RFP document dated *** **, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,
(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Each Member of the Consortium

Notes:
{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.