Replies to Pre-Bid Queries –
Salem 24x7 Water Supply System

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1.	DRAFT CONCESSION AGREEMENT Schedule 1 - Map			Project Boundary	We request you to kindly share the Map of project Boundary in a workable format like a GIS shapefile or at least a AutoCAD format. The current file is a PDF format which we cannot interact and analyze the data.	AutoCAD format of the Service Area is uploaded as requested.
2.	DRAFT CONCESSION AGREEMENT Vol – III, Part 1, Section 1	5	1.6	Project Boundary	Please confirm that the Concessionaire's current scope of works which is to be priced in the CAPEX quote and detailed during in the CIP, will be limited to the project boundary of 60 wards as described in the DRAFT CONCESSION AGREEMENT. We understand that recently new areas (20 wards) have been added or are contemplated to be added to the municipal area of Salem city. Please confirm that these areas are outside current project area for CAPEX and CIP consideration and any new addition will be treated as change in scope.	It is confirmed that existing 60 (sixty) wards as shown in Volume III – Technical Terms of Reference will be the Service Area for the Project. It is confirmed that any new addition beyond the Service Area will be treated as Change of Scope.

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3.	DRAFT CONCESSION AGREEMENT Schedule 1 - Map			Project Boundary	The city's growth in some pockets is understood to be outside the current 60 wards boundary. In future these pockets will also need to be supplied drinking water. While distribution system in these pockets will have to be newly laid, the source of water will be same as for all existing wards in the city. Please confirm that any source augmentation, transmission of water up to city and from within the city to up to the designated areas (which are currently outside the project boundary) will have to separately modelled and designed with dedicated source/ transmission/ intermediate boosters/ reservoirs/ trunk mains (passing through the city and beyond to these new developments) including any ring mains, will all be additional scope/ change in scope and not to be considered in the current CAPEX and CIP and subsequent OPEX to be quoted in this tender.	Refer S. No (2) above. Provided however, if water needs to be given to additional areas beyond the Service Area, such works will be considered as a Change of Scope and will be dealt accordingly.
4.	DRAFT CONCESSION AGREEMENT Schedule 1 - Map			Project Boundary	We roughly estimate there are about 15% or more areas within the described project boundary (based on google maps and site visits) which are vacant today and the type of habitation, distribution	All the Households and Commercial entities coming under the Service Area shall be supplied with 24x7 water. Accordingly, the required estimation shall be

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					network size and length or reservoirs required cannot be estimated today or even during the CIP period. Please confirm any such network laying/reservoirs and allied works in these areas will be considered as change in scope during execution. Further, we request to identify all single point supply points (in areas where there the distribution network if any area is not under control of Corporation) that the Concessionaire has to consider, like area within project area not fully assimilated/integrated with the Corporation (erstwhile villages) or designated slums.	undertaken by the Bidders to cover the entire Service Area. <The number of projected connections include the uninhabited areas.>
5.	DRAFT CONCESSION AGREEMENT Vol – III, Part 1, Section 1	5	1.4 and 1.5	Water Demand and Supply	The total available water is approximately 150 MLD as on date. Whereas the rough forecast for 2024 is 164 MLD and by 2040 is 210 MLD as per shared reports. The current bulk water supply scheme including raw water intake, transmission, water treatment, clear water transmission, intermediate booster station and tanks, and mass balancing reservoirs cannot carry and	The WTP infrastructure is designed for handling the ultimate capacity of 200 MLD. Vide G.O (Ms.) No. 120 dated 11/06/2012 issued by PWD, Salem Corporation has the right to draw 200 MLD from Mettur Dam. This is provided in Volume III (Clause 1.4.2). In any case augmentation of the headworks is not in the Scope of Work. Provided however, the

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<tr><th>S. No.</th><th>Tender Vol. / Section</th><th>Page No.</th><th>Clause No.</th><th>Title</th><th>Bidder’s Query</th><th>Authority Response</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td>provide the requisite additional water supply to the city.

From the description of works in CAPEX we understand the improvement works include minor rehabilitation and repair only for the head works and WTP. We presume that any augmentation of supply which may include augmenting capacity of electromechanical works to treat and pump more water and or provision of completely new scheme from intake to mass balancing reservoirs near the city is not in the scope of current tender and will be treated as additional works and change in scope in CAPEX and OPEX.</td><td>Concessionaire shall undertake all such retrofitting/improvement works to ensure seamless working of headworks and transmission lines including booster stations etc., during the Concession Period. The details of such improvement/ retrofitting works shall be provided in the CIP.

It is further clarified that the additional requirement of water, during the Concession Period, will be provided by SCMC.</td></tr>
<tr><td>6.</td><td>DRAFT CONCESSION AGREEMENT Vol – III, Part 1, Section 1</td><td>5</td><td>1.4 and 1.5</td><td>Water Demand and Supply</td><td>We request you to share the list of villages between the source and city entry point and any villages/ localities beyond the boundary of corporation which are currently being provided treated water from the bulk water scheme operated by the Corporation. Please share the volume of supply to each such villages, the offtake points, agreements signed with such villages and request for future increase in offtake and supply and any plan agreed by corporation to supply</td><td>
<table>
<tr><th>S.No</th><th>Bulk Supply Establishments</th><th>Consumption in Ltrs (1 Month Avg.)</th></tr>
<tr><td>1</td><td>Jalakandhapuram</td><td>27,00,000</td></tr>
<tr><td>2</td><td>Saanarapetti</td><td>90,00,000</td></tr>
<tr><td>3</td><td>Periyasoranai</td><td>3,06,660</td></tr>
<tr><td>4</td><td>Arurpatti</td><td>3,98,640</td></tr>
<tr><td>5</td><td>Parakallur</td><td>1,23,60,000</td></tr>
<tr><td>6</td><td>Tharamangalam - Thandumariamman</td><td>4,59,99,990</td></tr>
<tr><td>7</td><td>Kurukkupatti</td><td>5,52,000</td></tr>
</table>
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					water to new villages not listed above. We presume that such supply will continue at fixed volume as will be described in the data requested above and the cost of supply will be to Corporation's account.	8 Alagusamuthiram 4,23,000 9 Manidhavala Membadu 19,27,980 10 Govt. Seviliar Clg 8,03,804 11 Govt. Medical College 17,66,640 12 Majira Kollapatti - 1 51,38,640 13 Majira Kollapatti - 2 46,36,980 14 Sarkar Kollapatti - 1 48,16,650 15 Sarkar Kollapatti - 2 48,92,310 16 Vattamuthaampatti 38,26,650 17 Thalavaipatti - 1 41,66,640 18 Thalavaipatti - 2 61,74,000 19 Palpannai - Aavin 92,04,660 20 Railway East 85,35,660 21 Railway West 47,85,990 22 Railway Platform 5,95,980 23 Karupur Engg. College 36,75,000 24 St. Joseph School 52,650 25 Thiyagarajar Poly. College 5,47,320 26 Telecom Meyyanur 75,000 27 Reliance Private Limited 3,78,660 28 ARR Srinivasan Housing 90,000

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						29 Hotel Aarthi 13,83,330 30 PN Patti 21,38,670
7.	DRAFT CONCESSION AGREEMENT Vol – III, Part 1, Section 1	5	1.4 and 1.5	Water Demand and Supply	We request to share water supply volume data for last 3 years from both schemes operated by the Corporation	Presently the total volume drawn by SCMC ranges between 135-150 MLD. However, the Bidders are advised to undertake their own further assessment.
8.	DRAFT CONCESSION AGREEMENT – Article 22 Appendix VIII of RFP		2.2.2 Part II – Tech Specs, DRAFT CONCESSION AGREEMENT & 22.1.2 of Article 22	Power Guarantee	We request you to share last 3 years power consumption data for raw water pumping station, water treatment plant, clear water pumping station, intermediate booster stations, all existing boosters station within the project boundary. We understand that the Concessionaire's power guarantee for the bulk supply scheme shall be limited only to the current volume of water supplied from each of the scheme ((refer Table 1.1 and 1.2 in Appendix VIII) and for the intermediate booster stations within the project boundary (refer Table 2 in Appendix VIII) limited to volume of	The historical data pertaining to existing intermittent system shall not be the basis of the Power Consumption Guarantee. Hence, the Bidders are advised to undertake their own assessment to derive the Power Consumption Guarantee for the proposed 24x7 Water Supply system.

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					water pumped and reflected in the bills for each such station. We presume that Concessionaire will be allowed to recommend updated power consumption based on modification/ alteration/ rehabilitation/ augmentation that is proposed and accepted in the CIP and which will be demanded from the extensive study carried out in study period to match the KPIs. We request the power guarantees required to be filled in Table 3 for distribution system be removed from Appendix VIII. For the preparation of bid, there is no basis for the bidder to estimate any input numbers in this table as there is no historic data or understanding of relation between demand and elevations within project boundary that will have to matched by introducing new pumping machinery or by modifying existing machinery. We request that this power guarantees may be provided by the Concessionaire as part of CIP.	

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9.	DRAFT CONCESSION AGREEMENT Article 12 Schedule 4	114 197	12.3.5 1.5	Road Restoration	Road restoration cost is one of the major cost components the bidder is required to estimate today during the bid stage. We request to share the details of road surface in each street and the total length of bitumen road, concrete roads, mud/ unpaved roads in the city and any length of road within the project boundary under agencies other than the Corporation which requires a different standard of road restoration. We also request to share any planned tenders to replace bitumen roads with concrete roads. We presume that Bidder has to consider road restoration cost for the total length of road surface by type/length that exist today. We request to allow any change in the length of any type of paved surface beyond 5% as a change in scope since such changes over next 5 years cannot be estimated today and have a substantial cost implication. Please confirm.	The cost of Road Restoration as provided in Volume III – Schedule 4 – Clause 1.5 shall be included in the Composite Quote. The Bidders are advised to study the existing road infrastructure at Salem City. RFP terms confirmed.
10.	DRAFT CONCESSION AGREEMENT			Rock in excavation	Salem being surrounded by hills there is expectation that rock will be found in excavation for pipeline trenches. This	The Composite Quote shall include all such cost aspects including rock

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					rock cutting using mechanical means without blasting is substantially costlier (usually 5 times) compared to the cost of manual hard soil excavation. The proportion of rock excavation cannot be estimated by any one today. We request you to share the amount of rock that is likely to be encountered in pipeline excavation as estimated in the budget. Please confirm that Bidder shall consider rock excavation only to the extend prescribed in requested report as above and any change beyond this rock proportion shall be treated as change in scope.	cutting for undertaking the Scope of Work. RFP terms confirmed.
11.	DRAFT CONCESSION AGREEMENT			Overhead Tanks and booster stations	We request the list/location of places where space free from any encumbrance is earmarked for construction of new overhead tanks and booster station as suggested in the detailed project reports.	Refer Volume III. The space for construction of OHTs will be provided by Salem Corporation without any encumbrances. RFP terms confirmed.
12.	DRAFT CONCESSION AGREEMENT			Recently completed works	We request you to provide detailed as built drawings of all recently completed (within last 15 years) and commissioned works in the water supply system including the raw water intake and transmission, water treatment plant, clear water reservoirs, pumping stations and	The Bidders are advised to undertake its own survey and study. The requested data may be collected from SCMC during office hours. RFP terms confirmed.

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					clear water transmission mains, mass balancing reservoirs, overhead tanks, trunk mains and distribution mains.	
13.	DRAFT CONCESSION AGREEMENT			Manpower transfer	We understand the Concessionaire will not be obliged or forced to take under his fold for O&M activity any manpower who are currently engaged in O&M of WSS and working with either the Corporation as regular employees or as contract employees or through any contractor. Please confirm	The Project does not envisage any absorption or retrenchment of any workers/staff.
14.	DRAFT CONCESSION AGREEMENT			Historic Arrears	We understand the Concessionaire will not be responsible for collecting any historic arrears accumulated before the takeover of billing and collection responsibility.	The responsibility for collecting historical arrears does not fall under the Concessionaire. However, if any arrears are collected by the Concessionaire, the same shall be deposited to the designated account.
15.	DRAFT CONCESSION AGREEMENT – Article 22 Appendix VIII of RFP		22.1.3 (B) of Article 22	DG Sets	To backup power through DG sets and fulfil the condition in 22.1.3(B), it will require setting up very large capacity DG sets along with large diesel tanks at raw water pumping station, water treatment plant, intermediate booster station and all booster station located within the city. These sets will attract very huge initial capital cost for procurement and	Clause 22.1.3(B) stands deleted

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					installation along with necessary approvals to set up diesel tanks (especially in vicinity of crowded residential areas in the city) and operation costs of diesel. However, we understand they will be rarely used only during planned or temporary shutdowns but will have to be kept in operations all the time. Please confirm, that the bidder has to consider the cost of setting up DG power backup and operations at all consumption points which are identified today for the capacity/volume of water pumped today and for any future capacity and locations shall be treated as change in scope.	
16.	DRAFT CONCESSION AGREEMENT – Schedule 2		II, Schedule 2	Replacement of transmission Mains	We understand that the scope of tender includes only repair/ improvement to clear water transmission mains and no complete replacement of transmission mains is envisaged in the scope. Please confirm.	Refer S. No (5) above. RFP terms confirmed.
17.	The proposed Project and Scope of Work - Invitation for Proposal of RFP – and	9 & 211	1.1.4 &1.1.6.1 - RFP 2.2.4 – DRAFT	Number of Connections	The total number of connections in the city is estimated at 2,34,634 lakhs as per scope defined in the RFP. The current number of connections is 1,19,046 as provided in the DRAFT	The responsibility of the Concessionaire is to provide 24x7 water supply connections to all customers in the Service Area. Further, during the Concession Period, providing 2,34,634

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	Additional HSC,		CONCESSION AGREEMENT Schedule 2- II – Distribution System		CONCESSION AGREEMENT and informed in interaction with water department engineers of City Corporation. Based on our experience, 2,34,634 lakhs estimated total connection for the City population seems very high. We are operating a similar contract in central Coimbatore (105 Sq km) and the estimated connection base for area larger than project area of Salem (91 Sq km) we have a total of 158,000 connection only. For the size of the city we expect the total number of connections to not exceed beyond 150,000 within the project area. We request you to clearly provide the basis for the estimation of total number of connections. We request for database of the existing connections by category in each ward and the property by type and the projections by each ward. Also request to provide data on connection for last 3 years which includes periodic addition and deletion of consumers.	connections shall be the responsibility of the Concessionaire. This is an estimated figure based on existing data and projected population in the Service Area. It is clarified that the payment to the Concessionaire is not linked to the number HSCs in the Service Area and the Bidder may undertake its own estimate and arrive at the CAPEX Quote based on said estimate. It is further clarified that there will not be any deductions to the payments to the Concessionaire, if in case the actual number of connections fall short of 2,34,634 HSCs.

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					The number of connections has a major impact in the estimation of capex and opex. For the bid purpose, we have to rely on the data provided in the tender and price our bid accordingly. If there is any over estimation of HSC it will make our bids costly and call for subsequent major descoping during execution. Please confirm that any reduction in number during CIP study from those prescribed now will not attract reduction in payment to the Concessionaire.	
18.	Article 6 – Obligations of the Authority	101	6.1.3	Water Tariff	A. In sub clause 6.1.3(a), we understand that base tariff refers to minimum tariff per month that every customer has to pay irrespective of usage. kindly confirm B. In sub clause 6.1.3 (b) the suggested revision in tariff is not truly a volumetric tariff per/m3 of water consumed but slabs(range) which does not encourage water conservation by customers. Example for any large consumption over 150000 litres	Bidder's understanding is right. The fixation of Tariff is the responsibility of SCMC. Upon fixation of the same, the Concessionaire shall collect the applicable water Tariff as provided in the Concession Agreement.

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					per month by a hotel will attract only Rs 3000/- as water charges. C. We request that the tariff plan in sub clause 6.1.3(b) be replaced with a pure volumetric tariff/ m3 to encourage pay as per use and promote conservation. For example For Domestic Consumers – 0-15 M3 – Rs 10/M3 15-20 M3 – Rs 12/ M3 20-30 M3 – Rs 15/ M3 30 M3 and above – Rs 20/ M3 D. We also request to introduce more categories of tariff (for different type of customer) to promote tariff as per usage volume and use application. Example of Tariff category - Domestic – Single floor customers Domestic – Multi floor/ Group housing/Apartment block customers	

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					Domestic – Designated slum customers Non Domestic – Small establishments Non Domestic – Institutions Non Domestic – Public Places/ religious institutions Commercial – Hotels/ Mariage Hall/ Car washing Centres/Etc Commercial – Industries with large water consumption Sub clause 6.1.3(c) says the tariff will be revised every 3 years from Effective Date whereas the new Tariff suggested in 6.1.3 (a) and (b) is to be implemented from COD. We request to implement tariff revision plan considering suggestions above, effective from 'Effective Date' for all connections in commissioned DMAs. This will help the new Tariff to be progressively applied and allow for changes/modifications if there are public concerns.	

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19.	General			Tariff Bye Law and Consumer Connection bye laws	We request you to provide the City Bye laws for providing and disconnecting house service connection and bye laws for Tariff.	RFP terms confirmed. The Tariff fixation and disconnections are within the realm of SCMC.
20.	General			Public taps/ Stand Post	Please confirm all public taps within the project boundary will have to be removed as part of reduction in UFW KPIs measures.	As per the contract structure, a 12 months period of study is provided. The Concessionaire is obliged to undertake the detailed survey including of the data on public taps during the Study Period. The decision on public taps will be suitably taken by the Authority. The KPIs will be suitably applicable.
21.	General			City Development Plan	We request you to share City Development Plan if any prepared in the past.	CDP is available with Authority and can be accessed by the Bidders during the office hours of SCMC.
22.	Schedule 2			Project Information, Bore well water	The total pipeline proposed in the information sheet is 1342 kms vs existing 846 kms. This indicates that a substantial area may not be covered with piped water supply and dependent on other sources of water like individual borewells or private tanker or corporation tankers.	The Bidders are advised to undertake their own study and assessment as required including the technical data provided as part of the bid documents. It is confirmed that Concessionaire will not be responsible to operate any existing public borewells

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					1. We request to provide details of any borewells in operation – private and public. 2. Provide the procedure to obtain license to dig new borewells 3. Provide applicable penalties on customers if they continue to exploit underground water resources when piped surface water is made available by Authority. Please confirm that Concessionaire will not be responsible to operate any existing public borewells within the project boundary or operate tanker water supply. Further please confirm that Concessionaire will not be responsible for disconnecting any borewell pumps operated by individual property owners.	within the Service Area or operate tanker water supply upon achieving COD. Further it is confirmed that Concessionaire will not be responsible for disconnecting any borewell pumps/tanker operated by individual property owners.
23.	DFR	16	3.2	Water Meter	There is a mention of digital mechanical water meter in the DFR. Any digital interface with mechanical meter will make the meter's cost equivalent to static (ultrasonic/ EMF) digital water meter have AMR/ AMI capabilities. Such meter are 5 -6 times costlier than regular Class B Mechanical Meters.	It is up to the Concessionaire to select and install the type of meters it intended to use in line with the standard specifications.

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					As this item has substantial cost implication, we request to please clarify which type and specification of meter shall be considered by the Concessionaire in his costing	
24.	Article 22, Payments	143	22.1.2	Payment of Composite Quote	We request you to increase the total cumulative % payment at the end of 5th Year to at least up to 25%. The Concessionaire's share of investment is very high at proposed 18% cumulative payout.	RFP terms confirmed.
25.	Mobilization Advance				We request 10% Mobilization advance on the total value of construction and initial O&M period quoted by bidder.	Mobilization Advance is allowed as provided in the DCA. Please refer amendment to the DCA.
26.	Article 22, Payments	146	22.1.12	Release of Payment	Release of 70% payment within 7 days of invoicing and balance 30% payment within 30 days of invoicing as per this clause is applicable only for the Operation Period. This should be applicable to all invoice during the Concession Period. We request the Clause be amended to "The Payments due to the Concessionaire during the **Concession Period** will be paid as follows:.."	The payment cycle and corresponding dates are applicable for Concession Period. However, during the Study Period, the eligibility of payments provided in Clause 22.1.2 will occur after the approval of the CIP by the Authority.

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27.	Termination for Authority Default	165	Article 29.2.1(a)	Authority's Default	Clause 6.1.3, Page 101 of the Concession Agreement which relates to revision in Tariff has been excluded from Authority's Material Default in Clause 29.2.1(a). We understand that user fees will be one of the most important streams of revenue to pay the Concessionaire under this Concession Agreement. The revision from current flat tariff to a volumetric tariff and regular revisions thereafter are therefore very essential for healthy revenue generation and regular timely payments to the Concessionaire. We request therefore that not implementing timely tariff revision be made a part of Authority's material default.	RFP terms confirmed.
28.	Article 27			Material Breach	Please provide definition for material breach and what will be construed as material breach by Concessionaire or Authority. Any nonpayment to Concessionaire beyond 60 days shall be construed as material breach by Authority	RFP terms confirmed. The Bidders may refer Clause 22.1.12.
29.	Article 22			Payments	We request you to include interest payment (prevailing SBI PLR + 3%) in addition to compensation under Clause 27.2 for delay in payment to	Please refer Amendment to the DCA.

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					Concessionaire beyond 30 days from the date of invoicing. As Concessionaire is required to regularly service large debt and heavy working capital for the nature of this contract, any burden of interest arising from delay in timely payment by Authority cannot be at the cost Concessionaire. This is necessary to balance the risk of this contract.	
30.	DRAFT CONCESSION AGREEMENT - Section IV Part II Article 34	225 126 176	4.2.2.2 (o) 17.1.4(c) 34.1.4	User Charges	There are multiple references to a designated account. Please confirm that user charges at all times shall be deposited only in the Escrow Account.	Yes. RFP terms confirmed.
31.	General			Governance	We understand proposed PPP concession contract structure is very different from regular contracts executed by engineers of City Corporation. As is prudently done in large water boards to execute large scale contract of this nature, we request a specialised cell with roles and responsibilities be formed. This cell shall administer the complex functions of Contract Authority under this contract with assistance of the Independent	RFP terms confirmed. Appropriate steps will be taken at state level to ensure smooth handling of PPP projects at ULB level.

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					Engineer. We request the formation of this special cell be made a formal part of this Contract Agreement. We request necessary capacity building is undertaken by State Authority specialised in PPP (ex: TNIDB) for the officers of Salem Corporation who will be involved in the execution of this contract. We request for State level governance structure with designated team/committee be made part of this contract to monitor, intervene and who has powers to resolve all technical, commercial, legal, contractual issues during execution of this Contract. We request for a procedure/ rule to set up monthly monitoring meetings by the team/committee and provide method/rules in the Contract for Concessionaire to approach the state level authority for any request and resolution.	
32.	General			Rebasing of CIP	The current format of the concession contract assumes that all the underground assets in the city can be completely	It is hereby clarified that, no changes in the financial parameters including amounts payable are

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					investigated and studies during the first year and arrive at a robust Capital Investment Plan. It also assumes that all developments that will occur during the 25 years concession period can be clearly estimated within the first year and included in the CIP. Our experience of operating water utilities worldwide and within India suggest that the quality, quantity and performance of underground assets cannot be judged within the limited 270 days period stipulated in the Contract. Add to that, the information of such asset in recorded format is generally not available with the utility/department. We request therefore to include a rebasing clause which will allow the Concessionaire to include all new finding and revise the CIP every year during the Construction Period. Also during the course of Operation Period allow him to provide a CIP every year for the replacement of assets originally retained or those new assets that near end of life. Any new findings like change in a demand, government standard that	envisaged once the CIP is approved by the Authority. Hence, any subsequent revisions of CIP will not have any impact on the financial parameters or payment obligations of the Authority. Subject to the above, if the technical requirements/ standards undergo a change, the Concessionaire may submit revised CIP.

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					require modification in the system and its component can be therefore be undertaken smoothly.	
33.	DRAFT CONCESSION AGREEMENT – Article 4	90	4.1.2	Authority's Condition Precedent	We request making provision of 6 months payment in the Escrow Account opened by Concessionaire as a Condition Precedent of the Authority.	RFP terms shall prevail.
34.	DRAFT CONCESSION AGREEMENT – Article 17	133	17.7	Disconnections	Please qualify the conditions for disconnection of a user. Also please provide a time limit within which Authority shall provide approval for disconnection. In case, the approval is not provided within a prescribed time, the user fee due from such customer shall be remitted to the Escrow Account from other sources of revenue by the Authority.	Refer S. No (19). RFP terms shall prevail.
35.	DRAFT CONCESSION AGREEMENT - Article 17	133	17.7	Disconnections	It is not clear which entity will be responsible for physical disconnection of such users. Please clarify whether it is the SMC or the Concessionaire.	Refer S. No (19). RFP terms confirmed.
36.	DRAFT CONCESSION AGREEMENT General- CIP			Retaining assets with long residual life	As any prudent utility would desire, we understand the Concessionaire while preparing the CIP shall take into consideration the assets which are in good conditions and retain them in	The Capital Investment Plan (CIP) as envisaged in the DCA shall include details of all retaining assets.

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					operation with/ without repair as may be required. We presume the Concessionaire who has taken all risk attached to the Capex and submitted an all inclusive CAPEX quote, will not attract any descoping penalties/ reduction in payment for the reason of continuing valuable usable assets in operations. Please confirm We presume that the Concessionaire will be given complete freedom to assess in his experience the quality of all existing assets and make the decision to continue them in operation as long as he sustains/demonstrates the KPIs as desired in the Contract. That the Concessionaire will be allowed to delay investment in capital works beyond the stipulated construction period if in his experienced view certain assets have considerable residual life to perform their function and may be replaced at a later date which is post COD. Provided that such replacement cost is budgeted as part of the O&M fees that Concessionaire quotes. Please confirm.	RFP terms confirmed.

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37.	Article 22	146	22.1.11 (i) and (ii)	Price Escalation/ Price Adjustment	The referred clause sets an upper limit of 9% and lower limit of 3% for price adjustment. Considering the current market volatility and effect of recent pandemic, the Concessionaire therefore will have to consider price inflation of near 9% in his primary quote, which will have a multiplying effect over the total Contract Period. This will make the bids very costly. At 6% average inflation consideration as mentioned in the clause, the Concessionaire will carry considerable risk on loosing value when inflation is above 6% but below 9%. In all contract price escalation on account of inflation is a pass through, which risk always remains with the client Authority and is in the best position to absorb it. We request you to kindly relook at this provision and allow all price escalation during the project period to be evaluated and paid as per actuals. Alternatively, if bidder has to make provision for price escalation in his bid, we request you to kindly reduce the limits from 3%-9% to 5%-7% and make any escalation beyond this limit payable under the said clause.	RFP terms shall prevail.

S. No.	Tender Vol. / Section	Page No.	Clause No.	Title	Bidder's Query	Authority Response
38.	Article 22	143	22.1.2	Payment of Composite Quote	We understand the Concessionaire will have to provide only the bill of quantity without any price, with linked interim target/ milestones under the detailed CIP. That the targets will have to commensurate with the KPIs in Schedule 5. We presume that on completion of the required quantity and achieving the interim target all applicable CAPEX payments as per the said clause will be payable. It is our understanding that the Concessionaire will have complete freedom to organise the schedule and sequence of works during the construction period.	RFP terms confirmed. The CIP shall, inter-alia, include details about construction targets on a quarter/bi-annual/annual basis. The CIP also shall include detailed cost estimation pertains to the CAPEX and its deployment during the Construction Period.
39.	Article 22	143	22.1.2	Payment of Composite Quote	As per the clause, all payments are a function of the Cumulative % in the table in referred clause and the Composite quote, which is a simple summation of CAPEX, OPEX for 4 years (Initial Operation period) and OPEX for 20 Years (Operation Period). If this is true, what is importance of the numbers in Capex quote and the yearly	RFP terms confirmed.

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					quote for operations period. Will they have any bearing on the payment?	
40.	Article 23			Escrow Account and Sources of funds	The Contract is silent on primary sources of funds other than user fees, which the Authority proposes to use to pay the Concessionaire during the course of the contract. For us as bidder, to approach any bank and take a in principle agreement for financing the proposed project, it is important to firmly know the sources of fund and underlying guarantees that will be applied to pay us during the Concession period. While user fees are an important source of revenue, at the current level of user fee collection (based on Corporation's annual reports) and assuming the increase from revision in tariff, the user fee base in our estimation will fall far short to cover for the large payments that will be due to Concessionaire during the Concession period. We request you to therefore inform the sources that will be applied and yearly	RFP terms confirmed. Funds will be sanctioned by Government under AMRUT Scheme.

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					budgeting that will be undertaken to secure the funds in the Escrow for payment.	
41.	Article 23, DRAFT CONCESSION AGREEMENT	149	23.1.6	Payment security mechanism	We are happy to note that Tamil Nadu Infrastructure Development Fund (TNIDF), operated by Tamil Nadu Infrastructure Development Board (TNIDB) shall act as the backstop guarantee. However, to give assurance to bidders and to their bankers, it is important that all payments are directly paid by the State Agency and not the Corporation. We therefore request, TNIDF operated by TINDB to be directly linked to the payment of Concessionaire through the Escrow Account, instead of backstop support guarantee.	RFP terms shall prevail.
42.	Article 23, DRAFT CONCESSION AGREEMENT Article 22, DRAFT CONCESSION AGREEMENT	149	23.1.6 22.1.2	Payment security mechanism Payment of Composite Quote	For banks to get confidence on the bankability of the project, we suggest to have a separate payment line for paying the principal invested by Concessionaire (based on difference between Capex quote and cumulative % payment) and a fixed interest rate (including interest during construction IDC) amount for first 10 years in the post COD O&M period.	RFP terms shall prevail.

S. No.	Tender Vol. / Section	Page No.	Clause No.	Title	Bidder's Query	Authority Response
43.	Article 23, DRAFT CONCESSION AGREEMENT	149	23.1.4	Escrow replenishment	We request that the Authority, at any time maintains an minimum amount in Escrow Account which is equal to 6 months of Concessionaire's due payments. Further, there has to be a 15 days timeline within which the Escrow needs to be replenished or shall attract penalties on Authority for breaching the agreement. Please confirm.	RFP terms shall prevail.
44.	Draft Concession Agreement	-	-	-	Based on our experience in other PPP contracts for water/waste water management, we strongly feel that the Contract Agreement should be a tripartite agreement between the Concessionaire, TNIDB and Salem MC. Unless the TNIDB is a party to the Contract, any backstop payment guarantee cannot not be legally supported. Further, this will be ensure smooth functioning of the project over the entire Contract Period. This concern has also been raised by the bankers during our discussions with them to understand their perspective on financing this project.	RFP terms shall prevail.
45.	Draft Concession Agreement	76 & 77	1.1	- Appointed Date	The definition of Concession Period in these clauses are different. Please clarify whether the Concession Period starts	Please see the amendment of Concession Period in the DCA.

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				- Concession Period	from the Effective Date or the Appointed Date.	
46.	Draft Concession Agreement	77	1.1	BoQ	Contrary to the definition, the BoQ is not provided in the bid documents. Kindly provide the same and also elaborate its significance in this DBFOT contract.	RFP terms confirmed. BoQ for individual cost items is not part of the Bid Documents. However, the Bidders shall submit duly filled up the formats provided as part of the bid submission given in ANNEXURE VII.
47.	Draft Concession Agreement	81	1.1	O&M Expenses (f)	Please confirm that "(f) payments required to be made to a contractor under any contract……" does not include payments to be made to contractors engaged by the Authority or any Government/Semi-government agency in connection with O&M of the water supply system, prior to the Effective Date. Any payments to be made to such contractors not engaged by the Concessionaire shall be made by the respective Authority or agency who engaged/appointed these contractors till the end of their respective contracts.	Yes. RFP term confirmed.

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48.	Draft Concession Agreement	86	1.4.1	Priority of Agreements, Articles and Schedules	Please confirm that between the RFP and pre-bid replies, pre-bid replies will prevail over the RFP conditions.	Pre-Bid replies are an integral part of the RFP and will clarify the RFP conditions.
49.	Draft Concession Agreement	89	3.1.1	The Concession	Please clearly define the Service Area in the form of digitized drawings. Any extension during the Contract Period to the Service Area prevailing at the time of Bid Due Date shall be considered as Change in Scope without any limitation on increase in the length of network or number of connections. The same needs to be added in the Clause 16.1.1. We also understand that the design during the CIP stage shall be made based on the Service Area prevailing at the Bid Due Date.	Please refer S. No (22).
50.	Draft Concession Agreement	90	4.1.3	Conditions Precedent	Some of the Applicable Permits may not be required to be in full force and effect during the Study Phase. Moreover, it may not be possible to obtain all such permits due to lack of sufficient information and data at the Study Phase.	RFP terms shall prevail.

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					Therefore, we request you to remove the "and such Applicable Permits ……effect" from the existing provision.	
51.	Draft Concession Agreement	91	4.1.3	Conditions Precedent	The Initial Operations Period starts from the Appointed Date which is defined as date of fulfilment of the Conditions Precedent. Therefore, the commencement of O&M cannot be a Condition Precedent.	Please refer to the amendment to the DCA.
52.	Draft Concession Agreement	93	5.1.6	Obligations of the Concessionaire	Being a very long-term Contract, it is impossible for the bidder or Concessionaire to accurately predict the replacement/repair of the assets at the bidding stage or CIP stage or any stage of the Contract Period. This would put tremendous burden on the bidder that would result in over-pricing on account of repairs/replacement to mitigate this risk. It is therefore prudent to share such risk between Concessionaire and the Authority. As per the practice in most of the similar contracts, the Major Maintenance and Minor Maintenance are funded by the Authority and the Concessionaire respectively. The definition of Major Maintenance and Minor Maintenance is	RFP terms shall prevail.

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					appended to these pre-bid queries for quick reference. This would also eliminate disparity among the bidders in terms of understanding of the scope of work at the bidding stage. We request you to consider the same and make necessary changes in the DRAFT CONCESSION AGREEMENT.	
53.	Draft Concession Agreement	93	5.2.1	Advance Procurement Plan	Please confirm that the APP is a separate document than the CIP and such procurement as approved in accordance with this clause shall be paid by the Concessionaire and reimbursed to the Concessionaire by the Authority. If our understanding is correct, please allow 10% cost over the procurement cost, for Concessionaire's operations and overheads cost in managing this procurement.	Advanced Procurement Plan (APP) shall be submitted as a separate document. The RFP does not envisage any percentage cost over the procurement cost.
54.	Draft Concession Agreement	98	5.2.6	CIP and O&M Plan	Please confirm that the overall cost earmarked for the CAPEX component means the CAPEX Quote provided by the bidder.	RFP terms confirmed.
55.	Draft Concession Agreement	101	6.1.2	Obligations of the Authority	Please confirm that the Authority will be responsible for directly paying the power charges, bulk water charges and	RFP terms confirmed. In respect of Power charges, subject to the Power Guarantee, the payments

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					additional service connections throughout the Contract Period.	shall be made by the Authority. Additional service connections and bulk water charges also will be paid by the Authority.
56.	Draft Concession Agreement	109	Article 10	Right of Way	Please confirm that all the sites required for construction of Additional Project Facilities or for upgradation / rehabilitation of the Existing Project Facilities shall be procured by the Authority and handed over to the Concessionaire without any cost to the Concessionaire. In case of any delay in handing over then possession and rights of such sites, the Authority shall extend the Construction Period and adjust milestones accordingly. Further, also list out the office spaces of SMC, if any, along with the area and location, that will be handed over to the Concessionaire for the Contract Period. We presume these will be handed over free of cost. To that extent, the bidder shall not consider the cost of space in the Bid Price.	RFP terms confirmed.
57.	Draft Concession Agreement	119	14.1.2	Provisional Certificate	Please clarify how the O&M payment will be made to the Concessionaire for operating the part of the Additional	Please refer Article 22.1.2 of the DCA.

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					Project Facilities from issuance of Provisional Certificate till the COD.	
58.	Draft Concession Agreement	122	16.1.1	Change of Scope	Please quantify; i. Estimated number of connections ii. Originally estimated network length iii. Treatment capacity which will form the basis of the variation. We request you to make this quantification at the bid stage as the baseline instead of the numbers in the approved CIP. It is impossible for the bidder to accurately assess and study the length of the network, number of service connections etc. despite the best efforts at the bidding stage.	RFP terms confirmed. The relevant data are provided in the bid documents as well as other details uploaded in the relevant portal. It is hereby clarified that other than the RFP, all other documents are uploaded for information purpose only and the Authority will not be responsible for accuracy of data provided in those additional documents. The Bidders are advised conduct necessary studies and analysis, as required so as to enable them to submit an informed bid.
59.	Draft Concession Agreement	123	16.2.3	Procedure for Change of Scope	Please add the following at the end of the paragraph: "The Concessionaire shall accept the Change of Scope Order unless the same in not as per its proposal made under Clause 16.2.2. and 16.3 or is mutually agreed otherwise".	RFP terms confirmed.

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60.	Draft Concession Agreement	123	16.2.3	Procedure for Change of Scope	Please clarify the methodology for assessment of increase or reduction in scope of work. We would like to bring to your notice that the change in number of connections or network length will impact several items such as number of reservoirs, valves, thrust blocks, road restoration etc. Therefore, the effect of such change on the overall cost needs to be assessed in detail considering all aspects and paid accordingly.	RFP terms confirmed.
61.	Draft Concession Agreement	123	16.3	Payment for Increase in the Scope of Work	We request you to remove the condition of retention of 10% amount as it would put undue burden on the Concessionaire. Moreover, the Concessionaire is responsible for maintaining the system for the entire Concession Period. Therefore, such retention is not required.	The Bidder has the option to submit additional Bank Guarantee equivalent to 10% of the additional Scope of Work.
62.	Draft Concession Agreement	123	16.4.1	Reduction in the Scope of Work	"If the Concessionaire……. based on the item rate as quoted by the Concessionaire in the Bid". Item rate would not be provided in the Bid. Therefore, this provision needs to be modified accordingly.	Please refer amendment to the DCA.
63.	Draft Concession Agreement	123	16.4.1	Reduction in the Scope of Work	We understand that such reduction would only be made subject to Change of Scope	Refer S.No (62).

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					in accordance with Clause 16.1.1. Please confirm. Also, there is always a fixed cost for O&M of assets, therefore, pro-rata deduction from the O&M would not be appropriate. The deduction if any will be calculated on variable cost only. Please confirm	
64.	Draft Concession Agreement	125	17.1.1	Maintenance during Initial Operation Period	Please elaborate the last sentence as it is not clear.	Please refer amendment to the DCA.
65.	Draft Concession Agreement	126	17.1.4(c) & 17.3.2	Maintenance during Initial Operation Period & Operation Period	Please state the frequency of meter reading, billing and collection.	RFP terms shall prevail.
66.	Draft Concession Agreement	133	17.6	Interruptions in Water Supply during the Initial Operation Period	The conditions mentioned under this clause for interruptions during the Initial Operation Period will apply even during the Operation Period. Therefore, this clause should apply to the interruptions during the Operation Period also.	RFP terms shall prevail.

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67.	Draft Concession Agreement	134	17.9	Excuse from Performance Obligations	It should be further stated that no deduction shall be made from the Concessionaire's O&M Payment on part non-fulfilment of performance obligations as mentioned under this clause.	RFP terms confirmed.
68.	Draft Concession Agreement	135	17.11	User Service Centres	Please clarify whether the SMC would provide space for these; or the Concessionaire has to consider the rent & establishment cost in its O&M price. Please also clarify whether SMC will pay the power and other utility charges directly for the CSCs.	SCMC will provide space for user service centres. The power and other utility charges shall be borne by the Concessionaire.
69.	Draft Concession Agreement			Space for Concessionaire' s Offices	We request you to provide office space to Concessionaire for its staff during Construction and O&M period.	This is subject to availability of free space only.
70.	Draft Concession Agreement	136	17.12.2	Connections to Users	Please confirm that the scope of the Concessionaire for any type of service connection is upto providing the customer meter. The piping and fitting assembly on the downstream of the meter shall be the responsibility of the user.	Yes. RFP terms shall prevail
71.	Draft Concession Agreement	140	20.3	Remuneration	Please indicate the maximum value to be considered for the 50% payment share of the Concessionaire as the same needs to	The fees of the Independent Engineer will be determined subsequently.

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					be considered in the EPC Quote of the bidder.	
72.	Draft Concession Agreement	142	21.1	Financial Close	If the Concessionaire finances the project from its own resources and does not need the external financing, such damages or forfeiture of Performance Security should not apply. Further this Article becomes redundant in such case. Please confirm.	Refer to the amendment to the DCA.
73.	Draft Concession Agreement	144	22.1.2	Payment of Composite Quote	It is mentioned that the O&M payments are exempted from applicability of GST. However, this being a combined contract for Works and O&M, GST will be applicable as in other similar contracts. We request you to consider this and modify the existing provision to payment of GST on 'at actual' basis. If there is any notification for State of Tamil Nadu which clarifies the application of GST on O&M fees, please share the same.	RFP terms confirmed. As noted in the RFP, GST for CAPEX is only considered as applicable GST of the Contract. The OPEX payments are considered as exempted from GST. If in case GST department mandates applicability of GST for the OPEX and the Authority is not successful in defending its position vis-à-vis GST, then the reimbursement of the applicable GST for OPEX component only will be undertaken by the Authority.

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74.	Draft Concession Agreement	144	22.1.2	Payment of Composite Quote	The last paragraph of Clause 22.1.2. is not clear. Please clarify what will be the basis of payment: (Composite Quote x Cumulative Payment Percentage) or (Actual Work Done). The methodology of the basis of payment is not clear.	The payments to the Concessionaire will be strictly based on the payment terms provided in the table set in 22.1.2 subject to achieving the milestones as approved in the CIP.
75.	Draft Concession Agreement	145	22.1.8 and 22.1.9	Payment Components	We request you to change the quarterly payments to monthly payments as the quarterly payments will put a strain on the Concessionaire's financials and cashflow who is already investing in the Project CAPEX and OPEX. Monthly payments will reduce the interest cost that we will consider and therefore our bid price	RFP terms shall prevail.
76.	Draft Concession Agreement	148	23.1.4	Escrow Account	We suggest you to modify the clause as following; "The Authority shall at all times during the Concession Period, maintain an amount not less than **next six months projected payments** due to the Concessionaire."	RFP terms shall prevail.
77.	Draft Concession Agreement	149	23.1.6	Payment Security Mechanism	We think that this is an important fallback arrangement for payment security. Therefore, we request you to	RFP terms shall prevail.

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					not link this with the condition of approval by the TNIDB sub-committee as the Concessionaire has no control on such approval. Instead, the clause should be worded as; "*Tamil Nadu Infrastructure Development Fund (TNIDF), operated by Tamil Nadu Infrastructure Development Board (TNIDB), shall act as the backstop guarantee for this project. In case the Authority fails to ensure Minimum Escrow Balance in terms of Clause 23.1.4 of this Agreement, then the Escrow account shall be replenished by drawing funds from the TNIDF bank account(s) in which all the funding and grants are being deposited, upon request of the Concessionaire or the Authority, within fifteen (15) days from such request from the Concessionaire or Authority~~, subject to the approval of TNIDB's sub-committee~~.*"	
78.	Draft Concession Agreement	155	26.2	Non-Political Event	Please add "Epidemic/Pandemic/Outbreak" as Force Majeure event.	Please refer amendment to the DCA.

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79.	Draft Concession Agreement	176	34.1.4	Collection of User Charges	The Reserve Fund Account is not defined anywhere in the DRAFT CONCESSION AGREEMENT. Do we presume this as Escrow Account?	Yes. Please refer amendment to the DCA.
80.	Invitation for Proposals	10	1.1.6.2	Scope of Work	Please clarify who shall pay for the new connections during the O&M Period. It will not be prudent to expect the Concessionaire to bear this cost because at this stage, the Concessionaire cannot have visibility of spread of the city for next 25 years which would depend on several factors not under the control of the Concessionaire.	Refer S. No (17). RFP terms shall prevail.
81.	Schedule 2 List of Existing Project Facilities	190	-	Existing facilities	Please provide condition assessment report for all the existing facilities.	RFP terms confirmed. For the purpose of the submission of the Bid, the Bidders shall undertake necessary survey and studies to obtain status of existing facilities.
82.	Schedule 2 List of Existing Project Facilities	190	-	As-built Drawings	Please provide as-built drawings of all existing facilities.	RFP terms confirmed. The available details are already uploaded in the relevant portal.
83.	Section-II Detailed Scope of Work	18	2.2	Proposed Reservoir	Please provide tentative staging height of all service reservoir for civil work costing	The staging height of service reservoirs shall be determined based on the requirements to implement 24x7 water supply

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						system and shall be as per the applicable CPHEEO guidelines.
84.	Section-II Detailed Scope of Work	18	2.2	Land for proposed reservoir	Please provide drawings of land parcel allocated for proposed service reservoir. Please also confirm that all proposed service reservoirs are in closed compound, hence concessionaire need not to consider road, compound wall, security room etc. for proposed service reservoir.	The Bidders are advised to visit the Service Area. The reservoir shall have all required compound wall, security room etc.,
85.	Section-II Detailed Scope of Work	18	2.2	Geotech Report	Please provide geo-technical reports for all proposed reservoirs' locations.	The proposed locations are for indicative purpose only. The Bidders shall undertake the detailed study and assessment and accordingly bring the locations for the proposed OHTs/reservoirs in its CIP.
86.	Section-II Detailed Scope of Work	18	2.2	Topography survey	Please provide topography survey drawings for proposed and existing facilities.	The Bidders are advised to conduct necessary investigations.
87.	Section-IV General Technical Specification	52	Clause 1.1.6	Reinforcement	As per tender clause 1.1.6 characteristic strength of High yield deformed steel bar is 41 N/mm2. We presume this typo error, correct value is 415 N/mm2. However, as per current engineering practice minimum characteristic strength	Confirmed. The Concessionaire shall employ latest engineering standards as required.

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					of reinforcement is 500 N/mm2. Please confirm.	
88.	Section-IV General Technical Specification	64	Clause 1.6.1	General Piles of all type	Tender clause "The ultimate bearing capacity, as determined by test in accordance with Clause 10.6.1" but in tender document this clause 10.6.1 is missing. Please provide the same.	The bidders are advised to refer the IS 2911: 2010. Please read the relevant provision as 1.6.1 instead of 10.6.1.
89.	Section-IV General Technical Specification	65	Clause 1.6.2	Bored cast-in-place piles	Tender clause "Steel casing and concrete for filling it shall be as specified in Clause 2.11.6" but in tender document this clause 2.11.6 is missing. Please provide the same.	Please further read the amendment of the relevant clause.
90.	Section-IV General Technical Specification	66	Clause 1.6.4	Testing	Tender clause "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." but in tender document this clause 2.12.2 is missing. Please provide the same.	Please further read the amendment of the relevant clause.
91.	Section-IV General Technical Specification	111	Clause 3.43, 3.44 & 3.45	Crossing	Please provide number of locations, length, pipe dia for different type of crossing (River crossing, Railway Crossing and Road crossing).	The Bidders advised to undertake a detailed survey prior to the bidding and obtains the details as requested.
92.	Section-IV General Technical Specification	54, 120	Clause 1.1.13 & 5.1	Minimum Cement Content	As per clause 1.1.13 minimum cement content for M30 concrete is 400kg/m3 whereas clause 5.1 point no. 2 minimum	It is confirmed that for the Water retaining structures about ranging

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					cement content is 300kg/m3 and 330kg/m3. We presume that clause 1.1.13 is correct. Please confirm.	320 to 400 kg/m^3 (M30 Concrete) as per IS 456:2000.
93.	Section-IV General Technical Specification	120	Clause 5.1(6)	Painting	As per clause 5.1-point no. 6 "The service reservoirs shall be provided with suitable size C.I D/F Pipes for inlet, delivery, overflow and scour connections and painted with two coats of anticorrosive paint as per BoQ/Drawing". However, in the tender document, drawings and BoQ are missing. Please provide the same.	The specifications for construction of service reservoirs and other infrastructure components shall be as required as per the relevant IS code.
94.	Section-IV General Technical Specification	69	Clause 1.6.13	Chambers and Manholes	Please provide typical tender drawings in PDF and AutoCAD format for all type of chamber and manhole.	Refer S. No (93) above. The Bidders shall provide the detailed drawings during CIP stage. It hereby clarifies that the responsibility of design, finance, construct and operate remain with the Concessionaire.
95.	Draft Concession Agreement	135	Article 17 – Operation & Maintenance 17.11	User Service Centers timing	As per the scope, the USCs shall function between 8am to 8pm during business days including Saturdays and between 8am to 1pm during public holidays including Sundays. As per the standard approach, the USC centre should operate from 9 AM to 5 PM	USCs shall adopt standard working timings as per applicable regulations.

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					on all working days. During non-operational hours, customers can contact the call centre or use the self-service portal for any queries or concerns. Kindly review and confirm the operating timings of the USC based on this standard approach.	
96.	Draft Concession Agreement	215	2.15	Billing and Revenue Collection Systems	As per the scope, the Concessionaire further acknowledges that it will, from the Initial Take over Date of Development Period, take over full responsibility for billings and collection in the Service Area for and on behalf of the SCMC. We seek confirmation on the billing cycle that will apply. Additionally, we understand that the Concessionaire is only required to generate bills based on the fixed volume tariff/charges, and no meter readings are required to be taken until the COD.	Billing Cycle is on Monthly basis. The Tariff fixation will be done by SCMC. It is clarified that the Concessionaire is only required to generate bills based on the fixed volume tariff/charges, and no meter readings are required to be taken until achieving the COD.
97.	Draft Concession Agreement	215	2.15	Billing and Revenue Collection Systems	As per the scope, the Concessionaire further acknowledges that it will, from the Initial Take over Date of Development Period, take over full responsibility for billings and collection in the Service Area for and on behalf of	Please refer Clause 34 .1.4. RFP Terms confirmed.

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					the SCMC. The Concessionaire is responsible for collection activities starting from the initial period after COD. However, Clause 17.11.1 on page 136 mentions opening the CFC based on the available connection count, and only after CIP. We need confirmation on how cash, cheque, and DD-related transactions should be processed.	
98.	Draft Concession Agreement	136	17.12.3 /17.12.5 (e)	Bulk Water Supply	As per the scope, we understand that, apart from bulk meters (for AMR), all other meter billing should be done either through batch billing or spot billing. Additionally, since there is no separate tariff for bulk connections, we assume that the non-domestic tariff will be applied to these connections. Kindly confirm.	Yes RFP terms confirmed.
99.	Draft Concession Agreement	128	17.1.10. Communications and Outreach	Dummy Bills	The Concessionaire shall issue dummy bills to Users to test the billing system and to make Users aware of the new procedures, payment facilities and User complaint and information: Dummy bills are to be issued during the Initial Operations Period to familiarize customers with the new procedures.	RFP terms confirmed.

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					However, we believe that issuing such dummy bills is not necessary during the Operations Period, as Clause 17.1.10, which pertains to maintenance during the Operations Period, does not seem to require them. Please clarify	
100.	Draft Concession Agreement	145	22.1.11	Price Adjustment (PA)	Works PA is based on WPI and O&M period PA is based in weighted average of WPI & CPI. Please clarify What will be the formula for O&M PA during Construction period. Is there any capping of PA in works and O&M other than the limits prescribed	RFP terms confirmed.
101.	Draft Concession Agreement	202	Schedule 5	Milestone and penalties	Currently we believe LD linked with milestones is very high. We request if the number of LDs can be brought down at reasonable level.	RFP terms shall prevail.
102.	Draft Concession Agreement	148	23.1.4 23.1.6	Escrow payment Guarantee	Please define a mechanism in the contract as to how the contractor will be paid in case Client/TNIDB is not able to deposit the money in Escrow account?	RFP terms shall prevail.
103.	Draft Concession Agreement	202	Schedule 5	Service Level Requirements	As per latest CPHEEO-2024 manual 17m Pressure for all 24x7 water supply system is introduced. Please confirm still 7m is ok?	The Concessionaire shall adopt latest CPHEEO-2024 guidelines and the applicable pressure is 17m.

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104.	Draft Concession Agreement	196	Schedule 5	Overview of the CIP-Guidelines for preparing the CIP and O&M Plan	As per latest CPHEEO-2024 manual Storage Reservoirs are to be designed by considering Ultimate design period (30 years) for all 24x7 water supply system is introduced. Please confirm still 15 years is acceptable under this Contract.	The Bidders shall follow CPHEEO-2024 manual as applicable.
105.	Invitation for Proposals	3	Section I	Project Details	Sources commissioned way back 1954 & 74, but as per new CPHEEEO guidelines, 50 years is the maximum life span to be considered for reliability of source structure. Should Concessionaire propose new source structures. Please clarify.	The Bidder shall follow CPHEEO manual as applicable. Any replacement of the source structure will not be under the Scope of Work. Provided further, the Concessionaire shall undertake necessary retrofitting of the existing structures for smooth operations.
106.	Invitation for Proposals	13	Section I	Project Details	Please provide existing system & proposed earlier studies HNM models to understand the extend of areas/zones/DMAs considered. Is it necessary to develop HNM model for existing system, which is having PVC, CI, AC, GI material below 50mm? As per latest CPHEEO Minimum diameter for proposed system is considered as 100mm.	The Bidders shall undertake a detailed study and provide the same in the CIP.

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107.	General	-	-	Information on Existing and Proposed System	Please provide Existing and proposed Salem city water supply Scheme drawings from Source to SRs.	Please refer S. No (93).
108.	General	-	-	Non-revenue water	We request the client to please provide the current status of non - revenue water in the project area i.e. the current percentage of extent of non - revenue water.	Currently SCMC is providing intermittent water supply only. The purpose of the Project is to bring 24x7 water supply system. Accordingly, the Bidders shall follow RFP terms including the KPIs as set out therein.
109.	General				Please confirm the water allocation for Salem city from the existing sources is in excess of the estimated demand in 2055	Please refer S. No (5) above.
110.	Invitation for Proposals	4	Section I	Project Details	It is found that only domestic demand has been considered in the. Please clarify why floating demand and industrial process demands have not been included.	The Project envisages total water demand as needed at the Service Area.
111.	Draft Concession Agreement	148	23.1.1	"…The Parties agree that the Escrow Bank shall not be any bank with which either of the Parties have transactions."	It may be noted that negotiation/discussion for signing of escrow agreement is expedited when such discussions/negotiations are taking place with banks with which Concessionaire has transactions on day-to-day basis. Prior business relationship with the bank, helps in timely closing the	RFP terms shall prevail.

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					escrow agreement. Hence, we request you to please allow this flexibility to the bidders to choose escrow bankers from the pool of its existing bankers and modify the last sentence in this clause, as follows: "…*The Parties agree that the Escrow Bank can ~~shall not~~ be a ~~any~~ bank with which Concessionaire ~~either of the Parties~~ has ~~have~~ transactions.*"	
112.	Draft Concession Agreement	185	38.11.1	Limitation of Liability	It may please be noted that it is general law that parties to a contract should not be made liable for the consequential or incidental or remote damages. In the current language of clause 38.11.1, parties are being made liable for consequential or incidental damages by way of an exception being carved out. Hence, we request you to please modify the language of this clause, as follows: "*38.11.1 Neither Party shall be liable to the other Party for loss of use of any works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this*	RFP terms shall prevail.

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					Agreement~~, save and except as provided under Article 29 and Article 32..~~."	
113.	Draft Concession Agreement	185	38.11.2	Limitation of Liability	It is requested that the maximum capping of the aggregate liability is on the higher side in both the phases – during construction and operation phase. Hence, we request you to please modify the language of this clause, as follows: *"…38.11.2 The total liability of one Party to the other Party under and in accordance with the provisions of this Agreement~~, save and except as provided in Article 29 and Article 32~~, shall not exceed the 20% ~~40%~~ (twenty ~~forty~~ percent) of the CAPEX during the Construction Period and 50% ~~100%~~ (fifty ~~one hundred~~ percent) of the O&M Quote for the applicable Concession Year during the Initial Operation Period and Operation Period. For the avoidance of doubt, this Article shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.*"	RFP terms confirmed.
114.	Draft Concession Agreement	187	39.1	Liability for Defects after Termination	We understand that the clause is applicable only for the termination event(s) during the construction period	RFP terms confirmed.

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					(not during operation period), which is, before issuance of completion certificate for the construction works. Please confirm.	The "Article UV" may be read as "Article V".
115.	Draft Concession Agreement	187	39.2	Retention in Escrow Account	It may please be noted that, in addition to the performance security to be submitted by the Concessioner, if a retention amount is withheld (15% of pending invoices) or, alternatively, the Concessionaire is made to submit a retention guarantee with validity beyond the Transfer Date, it will affect the Concessionaire financially twice. Hence, we request you to please delete this clause 39.2 in its entirety.	RFP terms shall prevail.
116.	Draft Concession Agreement	203	Schedule 5	Operation Period	We request you to please cap the liquidated damages for non-performance or not achieving the standards. Hence, please add the following language in the point 2 of Schedule 5: "*The aggregate amount of Liquated Damages for non-performance or not achieving standards is limited to 2.5% (two point five percent) of the Composite Quote.*"	RFP terms confirmed.

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117.	Draft Concession Agreement	201	Schedule 5	Liquidated Damages	We request you to please add the following language in Schedule 5: "*Liquidated damages for delay and non-performance or not achieving standards are the sole remedy available to the Authority*."	RFP terms shall prevail.
118.	Draft Concession Agreement	222	Schedule 13	Escrow Agreement	It is very common that, while negotiating the escrow agreement terms with the banks, they do not easily agree on the escrow conditions enclosed with the RFPs. They generally propose/prefer their own escrow conditions. Hence, for timely signing of the escrow agreement, we request you to please allow the Concessionaire to negotiate escrow agreements basis the escrow conditions/template as may be proposed by the escrow bankers. Please confirm.	RFP terms confirmed. It is clarified that the Authority will evaluate the requirements of any changes and take appropriate steps.
119.	Draft Concession Agreement	89	3.1.2	The Concession	The concession grants right of way to the service area. Accordingly, can a bulk permission (or simplified permission process) be granted at least from all entities which are under the SMC (traffic, etc.). NH and Railways permissions will remain to be applied individually with support of SMC. This will allow smooth	There is no such provision for bulk permission. However, the Authority will be taking all reasonable steps to ensure quick approvals for all administrative processes.

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					execution and avoid extra administrative cost and paperwork. See also Schedule 7	
120.	Draft Concession Agreement	99	5.2.6 h) and i) and Part II 2.13.5	CIP and O&M plan	"2.13.5 Network Improvements a. Based on the approved Implementation Plan, the Concessionaire shall undertake detailed engineering design of the network improvement works and implement the same on site in accordance to the technical specifications and prudent industry practices. Efforts shall be made to optimize the performance of the existing assets duly assessing the extendable residual life of the assets. The primary objective of the Network Improvements is to ensure rationalized, equitable, continuous, and pressurized water services to the Consumer in the Service Area." The first CIP version will be based on the findings during study period, which cannot be exhaustive given the nature of the assets (invisible). It will be a conceptual design. The execution design (detailed engineering) shall occur during the works preparation in close link to O&M with the primary objective to improve the service level, as specified in	RFP terms confirmed. Please read with S. No. (32), *supra.*

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					2.13.5 above. During that interim O&M and works, adjustments to the scope of works will therefore be required within the CIP. It is proposed to update the CIP at least once a year, or to describe another way to deal with adjustments without penalizing the measurement of the progress (shortfalls) and annuity payments.	
121.	Draft Concession Agreement	143	22.1.2	Payments	"All interim as well as other payments shall be duly assessed and verified by the Independent Engineer against the actual works completed at the Service Area and also by comparing the same to the targets as set in the CIP and accordingly certified the eligibility of interim and other payments due and payable to the Concessionaire" *It is understood that the actual works completed will be measured based on % of physical progress against the agreed schedule. Please confirm.*	RFP terms confirmed.
122.	Draft Concession Agreement	196	Schedule 4 1.3	CIP	"No additional investment is expected beyond the Construction Period except for investments to meet network growth beyond that included in the CIP, and for routine replacement of plant, equipment,	Refer S. No (5) above. RFP terms confirmed.

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					and computer systems at the end of their design life." *Some of assets have not yet exhausted their lifetime (eg. recently laid pipelines) and can be retained. However, they may need to be replaced during the O&M period. Also, the growth assumption until 2055 may also vary in the upcoming 25 years. The augmentation works which are not required immediately might then be over or under designed. Hence, we recommend that it should be allowed to defer some CAPEX during the O&M period.*	
123.	Draft Concession Agreement	202	Schedule 5 And 2.6.7	KPI for HSC	"2.6.7 The Concessionaire shall include in their rehabilitation and expansion plan for replacing house connections and User meters as needed" "Each connection shall be considered completed upon: (i) Installation and commissioning of User Meter (ii) Inclusion of customer in the GIS based customer database" Please confirm that it is not required to replace the entire HSC for retained pipes.	RFP terms confirmed. The CIP shall provide all required details as needed.

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					In such cases, the replacement of meter and valve will be sufficient.	
124.	Draft Concession Agreement	466	4.1.3	Maintenance	Pipe swabbing and scraping: should be as and when required (every 3 years is too much). Same for flushing.	RFP terms confirmed. The Concessionaire shall follow the applicable CPHEEO-2024 guidelines.
125.	Draft Concession Agreement	95	5.2.5	Topographic and Infrastructure Survey	- Please remove tress & sewer manhole features from survey activities as its not related. - Are there any Permanent Benchmark of SOI (Survey of India) for DGPS/Topographic survey available with client and will it be provided to concessionaire? - Please allow Concessionaire to collect required physical features using DGPS with RTK (Real Time Kinematic) for better accuracy.	RFP terms confirmed. The Bidders shall source the necessary data from verified sources. The Concessionaire can collect required physical features using DGPS with RTK (Real Time Kinematic) for better accuracy.
126.	Draft Concession Agreement	96	5.2.5	Topographic and Infrastructure Survey	Is the existing CS data available in the form of xls, csv with coordinates or shapefile etc.?	The available data is already uploaded in the relevant portal.

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127.	Draft Concession Agreement	127	17.1.6	Maintenance During Initial Operation Period	To implement data capture system or field data collection like leakage, O&M activities, manage asset registries in GIS. Is concessionaire expected to provide any specific GIS software like ESRI ArcMap, Enterprise GIS Server etc.? If yes, please provide details.	The Concessionaire can decide on the type of software it intends to use.
128.	Invitation for Proposals	6	1.6.4	Existing Service Reservoirs & Storage Sumps	Please provide the location and coordinates of these pumping stations in suitable format.	The location details are uploaded and the Bidders are advised to undertake detailed survey for the coordinates.
129.	-	-	General	Satellite Imagery for Basemap	Will the Concessionaire be provided with high resolutions imagery by employer? OR Is the Concessionaire expected to procure/ produce high-resolution imagery?	The Concessionaire shall procure high resolution imagery.
130.	-	-	General	Basemap (Vector)	Please provide any existing basemap (vector) layers like building parcels, road etc.	The available details are already uploaded in the relevant portal.
131.	-	-	General	Population Projection	In view of the project catering the demand of the city for next 25 years, please share if any population projection estimation done keeping view the city requirements till 2050.	The Concessionaire shall do the analysis as needed.

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132.	-	-	General	List of WTP and Network jobs awarded in bast 2 years in Salem City	As the water supply projects are continuously done by the municipality based on the demand of the city, please share with us the details of water treatment and Supply projects awarded in the past 2 years so as to facilitate our estimation for the present project.	The Concessionaire shall conduct the required analysis as needed.
133.	Draft Concession Agreement	202	Schedule 5 And 2.6.7	KPI for HSC	We think that the targets mentioned herein are ambitious considering our experience in obtaining approvals in other cities as well as unforeseen conditions. We request you to revise these as follows; i. A minimum of 20% connections identified in the CIP or 40,000 connections, whichever is lower, by the 2nd year from Appointed Date. ii. A minimum of 40% connections identified in the CIP or 50,000 connections, whichever is lower, by the 3rd year from Appointed Date. iii. A minimum of 70% connections identified in the CIP or 80,000 connections, whichever is lower, by the 4th year from Appointed Date. iv. A minimum of 100% connections identified in the CIP or 114,636	RFP terms shall prevail.

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					connections, whichever is lower, by the 5th year from Appointed Date.	
134.	Draft Concession Agreement	207	Schedule 5	Key Performance Indicators	Power Consumption: Please add provisions for the incentives to the Concessionaire for achieving this power factor.	RFP terms shall prevail.
135.	Draft Concession Agreement	78	1.1	Construction Period	The Construction Period for such large work seems highly inadequate. We request you to increase this to 6 years.	RFP terms shall prevail.

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136.			ARTICLE 22 PAYMENTS 22.1 page 144 of 493	Payment of Composite Quote the Composite Quote shall be paid in equal quarterly instalments during the Concession Period as per the following year-wise breakup, subject to various adjustments as per the provisions of this	The payment schedule provided in the tender for the composite quote includes CPAEX & OPEX combined. As there is CAPEX support provided in contract by the GOI&GOTN as per respective share. Request you to kindly provide 60% of capex support during construction period. Which is currently not reflected in the bid document.	RFP terms shall prevail. The Payment Schedule of the Composite Quote is inclusive of the CAPEX as per Clause 22.1.2.
137.			ARTICLE 22 PAYMENTS 22.1 page 144 of 493	Payment of Composite Quote the Composite Quote shall be paid in equal quarterly instalments during the Concession Period as per the following year-wise breakup, subject to various adjustments as per the provisions of this.	Request employer may define payment terms for CAPEX and OPEX separately and provide the 60% of the quoted value as CAPEX. CAPEX Payment of 60% of the grant may be issued on pro-rata construction payment based on approved billing break up.	RFP terms shall prevail.

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					OPEX with Due to Concessioner Payment of O&M along with 40% construction payment payable to concessioner may be paid on equated instalments. The 40% construction payment due to concessioner may be paid from 1st month after COD till 180 months.	
138.			ARTICLE 22 PAYMENTS 22.1 page 145 of 493	22.1.3 Power Charges the Power Charges for the Project shall be borne by the Authority, subject to a cap of the Power Charges based on Total Power Consumption as specified.	Is bidder allowed to adopt alternative renewable energy to bring down the cost of power charges. Is the same is passed on to the bidder.	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.

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139.			Required Performance Level/ Milestone page 206 of 493	From Year immediately after COD till 10th year from the Appointed Date: 20% From 11th year onwards: 15%	Request the employer to consider the Average UFW achieved by all Water Supply Schemes is maximum less than 30%.	RFP terms shall prevail.
140.			Required Performance Level/ Milestone 207 of 493	From year immediately after COD to onwards till the end of Concession Period: 90%. measured by 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 finalized based on collections which were billed during the relevant Concession Year and collected within 90 days after the end of the Concession year.	Employer may consider the bidder liability is limited to issuing bills and creating a list of non-paid connections for disconnection. Hence the efficiency of the operator should be measured based on bills issued. Not to include the collection.	RFP terms shall prevail.
141.			SCHEDULE 5 KEY PERFORMANCE INDICATORS 1. Construction Period Page 203 of 493	The aggregate amount of Liquated Damages is limited to 2.5% (two point five percent)	The maximum liquidated damages may be capped at 2.5% of the contract value.	RFP terms shall prevail.

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142.			SCHEDULE 5 KEY PERFORMANCE INDICATORS 1. 2. Operation Period Page 203 of 493	Penalty for the Service Level Requirements stipulated in page 203 to 207.	maximum liquidated damages may be capped at 2.5% of the O&M value.	RFP terms shall prevail.
143.			Parameters Power Consumption Page 204 of 493	Allowable Exclusion: Power Factor Less than 0.98	Allowable Exclusion: Power factor may be considered as 0.95.	RFP terms shall prevail.
144.			SCHEDULE 5 KEY PERFORMANCE INDICATORS 1. 2. Operation Period Page 203 of 493	Penalty for the Service Level Requirements stipulated in page 203 to 207.	Penalty of the service level requirements may be only catered to the OPEX cost. 40% construction payment due to concessioner may be exempted from any penalties due to failure in service level requirements.	RFP terms shall prevail.

S. No.	Tender Vol. / Section	Page No.	Clause No.	Title	Bidder's Queries	Authority Response
145.			General	Drawings	We request you to provide drawings of existing water supply scheme. 1. Intake well, 2. WTP 3. Pump House 4. Clear water pump house/BPS, 5. Valve chambers, 6. All type of crossing, 7. Pipe laying profile, 8. Compound wall, 9. Staff quarters, 10. ESR's, 11. OHBR's, 12. Clear water sump, Approach roads (typical)	The available data is already uploaded on the relevant portal.
146.			General	48 MLD extra water drawl approval from Cauvery River.	As per tender documents, Salem city has drawl permission of water from Cauvery River: 200 MLD as per the G.O. (Ms) No. 120 from PWD dated 11.06.2012 & further permission needs to be taken for drawl of around 48 MLD to meet the ultimate	200 MLD water is already available as per Volume III (Clause 1.4.2). It is further clarified that the additional requirement of water, during the Concession Period, will be provided by SCMC.

<table>
<tr><th>S. No.</th><th>Tender Vol. / Section</th><th>Page No.</th><th>Clause No.</th><th>Title</th><th>Bidder’s Queries</th><th>Authority Response</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td>demand. Kindly clarify the procedure for taking this approval.</td><td></td></tr>
<tr><td>147.</td><td></td><td></td><td>General</td><td>Construction & O&M KPIs</td><td>In case of non-achievement of KPI and said Target KPIs, penalties will be imposed. Kindly mention maximum limit for penalties.</td><td>RFP terms shall prevail.</td></tr>
<tr><td>148.</td><td></td><td></td><td>General</td><td></td><td>Kindly provide the conditional assessment details of existing civil & electro- mechanical items.</td><td>The Bidders are advised to conduct the necessary field survey.</td></tr>
<tr><td>149.</td><td></td><td></td><td>General</td><td>Price Adjustment components</td><td>Kindly share the %age required for price adjustment with a price adjustment formula.
<table><tr><th>Sl No.</th><th>Component</th><th>Percentage</th></tr><tr><td>1.</td><td>Labour – P_L</td><td></td></tr><tr><td>2.</td><td>Cement – P_C</td><td></td></tr><tr><td>3.</td><td>Reinforced Steel - P_{ms}</td><td></td></tr></table></td><td>The payment mechanism is envisaged as a Composite Quote as provided in the RFP read with DCA. The only allowed price adjustment is as per Clause 22.1.11 of the DCA.</td></tr>
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S. No.	Tender Vol. / Section	Page No.	Clause No.	Title	Bidder's Queries	Authority Response
					4. DI Component - Pd 5. HDPE Component - Ph 6. Steel – PS 7. Fuel and Lubricants – PF **Total** **100%**	
150.			General	Drawings	Please provide the route map, L-section, Road/Nallah crossing, Contour map of the site.	The Bidders are advised to conduct the necessary field survey.
151.			General	ROW/ROU	We understand that the entire ROU / ROW is the scope of the client. The Client will provide a clear ROW at the time of execution. Please provide ROU/ROW width also.	RFP terms confirmed.
152.			General	Excavation Profile	Kindly provide us the Excavation profile for	Please refer Volume III – Clause 1.6.6

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					Pipeline, based on which the payment shall be made.	RFP terms confirmed.
153.			General	Clearances	We understand that all kind of legal / statutory / Govt. clearances / Forest clearances, Land/crop compensation crossing permission (like NH, SH, railway and water bodies) for the project is in employer scope. Pls confirm.	RFP terms confirmed.
154.			General	Surplus Material	1. Kindly confirm the distance between the site and the place where surplus material is to be disposed. Pls confirm whether the disposal site will be made available to the contractor.	The responsibility of disposing the surplus material remains with the Concessionaire.
155.			General	Land for Storage & Labor camp	We understand that land for storage and Labor Camp shall be provided free of cost to contractor at the time of execution of project, Pls confirm.	The Concessionaire shall make its own arrangements for construction.
156.			General	Levels	We request you to provide FGL, NGL at Intake, WTP and various ESR locations.	The Bidders are advised to conduct the necessary field survey.

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157.			General	Soil Investigation Report	Please furnish the soil investigation report for ascertain the Net SBC at different locations.	The Bidders are advised to conduct the necessary survey.
158.			General	Testing at existing and proposed OHTs at habitations using Field Test Kits (FTK) for parameters.	Kindly let us know the parameters which need to be tested at existing and proposed OHT's	The bidders may undertake such field tests as per Standard Industry Practices.
159.			General	Electricity scope	As per our understanding Electricity to operate and maintain will remain in the scope of Employer.	RFP terms confirmed.
160.			General	Plot areas & Riverbed Profile	Kindly furnish the area availability of Intake well riverbed profile.	The Bidders are advised to conduct the necessary field survey.
161.			General	Road Restoration	Please clarify whether road restoration work is in the scope of contractor or not.	Yes. Road restoration is the responsibility of the Concessionaire. RFP terms confirmed. <Refer>
162.			General	Proposed design of this water supply scheme	If we guaranteed desired water parameters and water supplies, can we design this water supply scheme as per our design standards. i.e. can we change type and nos. of unit proposed in this tender documents?	The Bidders shall follow CPHEEO manual as applicable.
163.			General	Mobilization Advance	As per tender docs. there is no mobilization advance, we	Please refer to S. No. (25) supra.

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					request you to consider 10% interest free mobilization advance which is required for smooth cash flow of project.	
164.			General	Contour Plan	Please Provide Contour plan of WTP sites.	The Bidders are advised to conduct the necessary field survey.
165.			General	Boundary Wall	Please Provide the Detailed Specifications of Boundary Wall	The construction requirements are provided in Volume III. The specifications of various components shall be in line with Standard Industrial Practice read with CPHEEO guidelines.
166.			General	Internal faces of the water-retaining structure	Please clarify If the internal surfaces of the Water retaining structures are to be provided with Epoxy. If yes, please provide specifications.	Please refer to S. No (165) above.
167.			General	Seismic forces shall be as per I.S. 1893.	Kindly clarify the Seismic Zone for the location.	The Bidders are advised to obtain the relevant data from the records of Survey of India.
168.			General	RCC thrust blocks shall be provided	Kindly provide the concrete grade of Thrust block & Anchor blocks	Please refer Volume III – Clause 1.7.2

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169.			17.2 Procurement made during Initial Operation Period Pg 129	The Concessionaire shall procure at its sole cost and expense and maintain, in a time bound manner, any inventory of material that may be required for operation and maintenance of the Existing Project Facilities during the Initial Operation Period. The Concessionaire shall not be entitled to claim any additional payment for the cost incurred in purchase of material and maintaining inventory for the Initial Operation Period	We request client to share the health status report of existing facility.	The Bidders are advised to conduct the necessary field survey.
170.			17.3.7 Clause Pg 131	During the Operation Period, the Concessionaire shall meet the Key Performance Indicators set out in Schedule 5	We would like to inform for operating and maintaining existing facilities. KPI indicators should not be applicable for payment. As existing plant is in bad shape and cannot meet any of the KPI's mentioned.	RFP terms confirmed.
171.			22.1.6 Payment Components -Pg 145	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	We request Client for monthly O&M payments instead of Quarterly to enable us to maintain cash flow .	RFP terms shall prevail.

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172.				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	Payment terms mentioned during Operation and maintenance period will have huge impact on our cash flow so we request to change it to monthly payment with one time payment.	RFP terms shall prevail.
173.			Pg 179 36.1 Defects Liability Period	Concessionaire shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Facilities or any part thereof, till the expiry of a period of 1 (one) year commencing from the date of Provisional Certificate (the "Defects Liability Period")	We presume that DLP period will run concurrent with the O&M period.	RFP terms confirmed.
174.			1.6.3 Salient Complaints of the	1. Inadequate Water Supply & inadequate pressure 2. Frequent bursts & breakdowns in pipes 3. Contamination due to mixing of sewage	Please provide year of Construction and health status of existing system, As visible Existing Water	RFP terms are confirmed.

S. No.	Tender Vol. / Section	Page No.	Clause No.	Title	Bidder's Queries	Authority Response
			Existing Water Supply System – Pg 6	4. Blockage of pipes 5. Water received only when pumped by hand pumps from the HSC 6. Presence of Old pipes with frequent leaks 7. Limited hours of supply	supply system is in very bad shape. So it is requested that no KPI's shall be applicable for operating and maintaining existing Water supply system during initial take over and all cost towards major repair and replacement of Electromechanical system shall be borne by Client.	
175.			General	Manpower requirement during Operation and Maintenance period	Kindly provide minimum number of manpower requirement with qualifications and experience which Client requires to depute for Operation and maintenance phase. Both Pre and Post Construction phase.	The Bidders are advised to understand the Scope Work and deploy necessary manpower accordingly.
176.			**ARTICLE 22 PAYMENTS Page 144 of 493**	Payment of Composite Quote The Composite Quote shall be paid in equal quarterly instalments during the Concession Period as per the following year-wise breakup, subject to various adjustments as per the provisions of this Agreement	Payment for composite quote will be paid to the contract on completion of part work. The concessioner is eligible raise part invoice on monthly basis for part work completed duly certified by client.	RFP terms shall prevail.

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
177.			Proposed Contract Structure	The Project shall be implemented through public-private partnership (the "PPP") model on Design, Build, Finance, Operate and Transfer ("DBFOT") basis in two stages i.e., construction under the CAPEX stage and the operation and maintenance of the Project under the O&M stage	Cost Estimates/Budgetary Provision for the CAPEX & O&M part not evident in the bid document	RFP terms confirmed.

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
178.			Total Power Consumption (TPC) fort the Project	a) Total Maximum power consumption per m^3 of treated water for Mettur Scheme b) Total Maximum power consumption per m^3 of treated water for Nanga Valli Scheme c) Total Maximum power consumption per m^3 of water at Booster pumping stations d) Total maximum power consumption of Water at the Distribution System	1) If Operator's scope starts from WTP's Inlet then Intake Facility, including Raw Water Pumping Station. This component should be eliminated from the KWH/M^3 calculations of specific power consumption 2) Its being already stated that "Operating costs for low efficiency equipment and plant will be substantially on higher side than the operating costs for high efficiency equipment and plant and that the cost differential over the O&M Period used in the aforesaid calculation will in all probability, greatly exceed any incremental capital costs saving which may be realised by offering the low efficiency equipment and plant. Hence, Bidder(s) are encouraged to offer/propose all the equipment's and plant which have high efficiencies at the specified operating conditions Separate renewal & replacement programme to be designed to	RFP terms shall prevail.

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					replace these type of low energy efficient equipment's which are the main attributes for the high power consumption, for which operator is not responsible for its abnormal specific power consumption. 3) Power consumption guarantee which shall be evaluated as above should encompass the energy consumption by the low energy efficient equipment's & should be designed at the telescopic KWH/M^3 & Period so that final SPC to be achieved only after full replacements & renewals of the low energy efficient equipment's with high energy equipment's in Phased Manner / parallelly till the CAPEX Tenure For 3a &3 b 4) KWH per million litre of water pumped Could be split into different stages of pumping, i.e Pumping to treatment works and Pumping to GSRs and ESRs . Bn-Excess Energy Charges may be computed when Actual kWh I ML > Base kWh/ML / = (Actual	

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
					kWh/MLn -Base kWh/MLn) x Energy Charges Where Actual kWh/ML = Summation of Total Energy consumption of all Establishment , WTP Pumping Stations etc. in accounting year 'n' (Excluding new establishment from the date of commencement) /Total Volume of water purchase in accounting year 'n' Base kWh/ ML n = Summation of Total Energy Consumption of all Establishment , WTP , Pumping Stations etc. for four years (Two years prior to the date of commencement& two years after the date of commencement) /Total Volume of water purchase in respective four years	

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
179.			Cl no 2.3 Change in Ownership	In case the Bidder is a Consortium it acknowledges that the Consortium Members whose Technical Capacity and Financial Capacity have been submitted for qualifying in this Bid shall subscribe and hold until the 3rd (third) anniversary of the date of COD of the Project, equity share capital in a manner that: (i) the Member whose Technical Capacity had been evaluated shall hold not less than 51% (fifty one percent) of the subscribed and paid-up equity of the Concessionaire and the Member whose Financial Capacity had been evaluated shall hold not less than 26% (twenty six percent) of the subscribed and paid-up equity of the Concessionaire and (ii) together all the members of the Consortium shall hold 100% (hundred percent) of the subscribed and paid-up equity of the Concessionaire. After the third	From the clause it understood followings 1. Acknowledge that Financial member of JV can exist after 3rd anniversary of the date of COD of the Project but technical partner to be in Concessionaire till end of project. 2. Technical partner can reduce their equity to 26 % by selling balance share to other partner after 3rd anniversary of the date of COD of the Project Kindly may confirm above	RFP terms confirmed.

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
				anniversary of the date of the commercial operation of the Project, the Consortium Members whose Financial Capacity had been evaluated shall be permitted to exit the Concessionaire. The Member whose Technical Capacity in relation to O&M experience had been evaluated shall continue to hold not less than 26% (twenty-six percent) of the subscribed and paid-up equity of the Concessionaire. Provided further that the Consortium Members shall together continue to hold 51% (fifty-one percent) of the subscribed and paid-up equity of the Concessionaire of which the Member whose Technical Capacity in relation to O&M experience had been evaluated, shall hold not less than 26% (twenty-six percent) of the subscribed and paid-up equity of the Concessionaire		

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
180.			Cl no 34.1.3	The Concessionaire shall be responsible for billing and collection of User Charges in the Service Area for and on behalf of the Authority during the Initial Operation Period and the Operation Period, which will be on a monthly basis unless agreed otherwise with the Authority	As per experience it is very difficult to collect of User Charges from the consumers who are not willing to pay. As Concessionaire have no administrative power for law and order, hence they cannot force consumers for payment. hence Collection of payment should be responsible for authority. If require Concessionaire will put Payment kiosk, outlet at Customer service center for payment collection.	RFP terms shall prevail.
181.			Sl no 6 Penalty / Damages Powe r consumption	Penalty - Amounts over and above the Total Power Consumption	Kindly consider Performance incentive in reduction in Total Guarantee Power Consumption to be shared between Authority and Concessioner in the respective of 50:50 proportion respectively.	RFP terms shall prevail.

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
182.			22.1.8 Payment Components	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	As per Bid document Concessioner has to invest 40 % of Capex cost and payment will be made by Authority in quarterly basis in both CAPEX and OPEX . Hence it is oblivious that more interest cost will be loaded in the bid cost due to said payment time by Authority. Kindly consider monthly payment both in CAPEX and Opex instead of Quartey. Kindly also confirm whether concessioner need put 40 % Capex value in ESCROW account or they can use the money in Capex expenditure directly.	RFP terms shall prevail.
183.			10.1. List of Acceptable Makes or equivalent	Approve Meter manufacture	Kindly mention Approve Meter manufacture which is missing approve Make list or else mention Meter specification	Please refer Volume III – Chapter 10 RFP terms confirmed.

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184.			2.1.2 Distribution Network – Components	Automatic Hand-Held Meter Reading System & Data Collection Software	Automatic Hand-Held Meter Reading System & Data Collection Software has been mention in bid document but AMR based customer meter not specifically stated in the Bid document - Kindly confirm	RFP terms confirmed.
185.			1.2 Brief description of Bidding Process 1.2.4 (ii)	Concessionaire has provided a Performance Security of Rs. 40 (forty) Crores	We request you to kindly reduce the performance security to 5% of the grant value out of which 2% may be paid upfront by way of BG/Insurance product and balance 3% by way of retention in running bills.	RFP terms shall prevail.

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
186.			2.1.11 (ii)	The Payments due to the Concessionaire in a given Concession Year shall be adjusted upon occurrence For the purpose of determination under this Article 22.1.11the base inflation rate has been considered as 6% (six percent). It is clarified that the Concessionaire shall not be entitled to claim any compensation for variation in the WPI inflation rate or the Weighted Average Inflation Rate, as the case may be, between 3% (three percent) and 9% 9nine percent). The base year for considering such inflation shall be [insert date] and any adjustment for the first Concession Year shall be allowed only on [insert date]. The variation in WPI and CPI index shall be measured on an Accounting Year basis. WPI and CPI for this Article	Escalation shall be annualised based upon CPI and/or WPI index.The formulae for which shall be duly complied as per CPWD	RFP terms shall prevail.

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				22.1.11 shall be the following indices as may be notified by the Reserve Bank of India for each Accounting Year:		
187.			20.3 Remuneration Independent Engineer	The remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority, one-half of such remuneration, cost and expenses shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receiving a statement of	The cost of remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority, one-half of such remuneration, cost and expenses shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receiving a statement of expenditure from the Authority. The Authority shall also have	RFP terms confirmed.

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				expenditure from the Authority. The Authority shall also have the option of adjusting the remuneration of the Independent Engineer from the payments due to the Concessionaire under this Agreement.	the option of adjusting the remuneration of the Independent Engineer from the payments due to the Concessionaire under this Agreement. - Kindly mention Tentative value of remuneration per month	
188.			Section 2.8.6	2.8.6 The Second Part – Financial Bid should contain the contents as below (i) CAPEX Quote (Inclusive of GST); (ii) O&M Quote for operation and maintenance of Existing Project Facilities during the Initial Operation Period; and (iii) O&M Quote for operation and maintenance of the Project during the Operation Period	Please provide the clarifications for the O&M cost to be quoted with or without GST?	RFP terms confirmed.

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189.			Payment for increase in scope of work Section 16.3	The Concessionaire shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the Independent Engineer as reasonable and after making a proportionate deduction of 10% of the cost identified in the Change of Scope Order, towards retention money which shall be released after a period of 1 (one) year from the completion of works or COD, whichever is later, and in the event	As per clause authority will make payment 90 % and 10 % will be retention. Kindly may confirm Kindly confirm how the Rate for additional items to be consider	RFP may be referred to for requested details.

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				of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure. The Parties while agreeing the Change of Scope shall also agree to the billing break-up for additional scope of work and the same shall be used to pay to the Concessionaire.		
190.			Schedule 5	KEY PERFORMANCE INDICATORS Construction Period Project Milestone/s (a) A minimum of [20%] connections identified in the CIP or 40,000 connections, whichever is lower; by the end of [Second Year] from Appointed Date.	As per Tender NIT dtd 27/12/2025 Project Implementation period is 5 Years (01 year Study Period + 04 years Construction period) . Hence A minimum of [20%] connections identified in the CIP or 40,000 connections to be considered after 3rd year – Kindly confirm	RFP terms confirmed.

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
191.				Additional Information	Please provide followings 1. Details Project Report (DPR) for said project. 2. Dia wise pipe length with MOC 4. Value of CAPEX and Opex 5 Details BOQs	RFP terms confirmed. The requested data as available in the applicable DPRs are already uploaded in the relevant portal.

S.No.	Tender Vol. / Section	Page No	Clause no	Title	Bidder's query	Authority Response
192.					Could you please provide the information on the details of the Mobilization Advance for the Project?	Please refer to S. No. (25) above.
193.					What is the process for submitting a request for an extension of time?	Extension of time will be considered and if allowed will be notified separately.
194.					Will there be a second Pre-Bid meeting? If so, when will it be conducted?	Yes. A second Pre-bid is proposed to be held at 2.00 PM on 12.03.2025 at the office of DMA. An online link of the said meeting will also be uploaded in the website.
195.					Could you please confirm whether the project funding is fully secured? If it is secured, could you provide details on the sources from which the funding is planned for the Project?	Funds will be sanctioned by Government under AMRUT Scheme.
196.					Has a tender evaluation committee been established for the bid, and if so, who are the members of this bid evaluation committee?	The details of Tender Evaluation Committee, being internal to the process cannot be revealed at this point of time.

197.					Is there a Special Purpose Company (SPC) mandated for the subject project? If so, could you please provide details about the SPC, including its purpose, structure, and any relevant information related to its involvement in the Project?	Yes. Establishment of an SPC is mandatory.
198.					If available, could you please share the financial model that has been approved by the MA&WS department for the subject project?	Bidders are advised to make their own financial model for the purpose of bid.

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199.			Additional Point - Smart Static (Electromagnetic /Ultrasonic) Water meter Specifications	Smart Static (Electromagnetic/Ultrasonic) water meter Technical Specifications are missing. Request you to kindly add the same to have more clarify on water meter requirement.	The project scope includes providing 24X7 Water supply, O&M of complete system, providing HSC connection with water meters, leakage detection and prevention, monitoring & reporting and Generation, Distribution of bills and collection of money from customer. To achieve these objectives the water meters should be accurate, should not measure air and continue to work accurately throughout the life. This can be easily achieved with Smart Static Electromagnetic/Ultrasonic water meters.	Please refer Volume III – Chapter 10.

					Hence please add the Technical specifications of Smart Static. Electromagnetic / Ultrasonic Water Meters. Electromagnetic / Ultrasonic Water Meters. For your ready reference we have attached Annexure II for Technical specifications of Smart Static Electromagnetic / Ultrasonic Water Meters	
200.			Additional Point - Smart Static (Electromagnetic /Ultrasonic) Water meter pre-qualification criteria	Pre-qualification criteria is missing for Smart Static (Electromagnetic/Ultrasonic) water meter are missing. Request you to kindly add the same.	By mentioning the pre-qualification criteria, SCMC will ensure to get the good quality meters, qualified OEM for supply of Smart Static Electromagnetic / Ultrasonic Water Meters. Hence please add pre-qualification criteria of Smart Static (Electromagnetic/Ultrasonic) Water meters. For your ready reference we have attached Annexure II for pre qualification criteria for OEM of Smart Static Electromagnetic / Ultrasonic Water Meters.	RFP terms confirmed.