

**COIMBATORE CITY MUNICIPAL CORPORATION**

**24X7 WATER SUPPLY PROJECT**

**CONCESSION AGREEMENT**

**COUNTER PART**

**VOLUME - II**

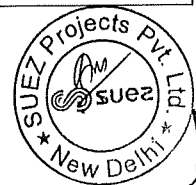
Queries by Applicant		Reply to the Query
Sl.No	Reference Query	
63	<p>We request the client to please review the table given under this heading. We understand that the amount paid in the initial years at the time of EPC is very low. We would like to draw your kind attention towards the more financial costs incurred by contractors due to these percentage which shall be ultimately paid by client.</p> <p>We request the client to please increase the percentages in the initial years so that to make a much better financial model.</p>	<p>RFQ terms are confirmed. However it is clarified that the percentage distribution provided in RFQ is only indicative and could undergo modifications during the RFP stage.</p>
64	<p>General, Non - Revenue Water</p>	<p>The Technical information including the performance benchmarks will be described in the RFP.</p>
65	<p>General,</p> <p>Last date of submission of RFQ is 12-Nov-15 up to 15.00 hours</p> <p>We request the client to please provide the time of at least 6 weeks for RFQ submission from the date when replies of our pre application queries are provided.</p> <p>Since we are a Spanish company and getting proper documentation from there requires ample amount of time.</p>	<p>Please refer corrigendum sl # 9</p>



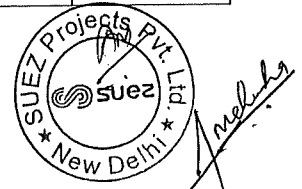
*Mahendra*

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Queries by Applicant		Reply to the Query
Sl.No	Reference Query	
66	Section ii, clause 2- Source of funding	The payments to the developer cum operator shall be made on a Staggered Annuity basis. Please see the response to the query No. 1 for further clarity
67	Section ii, clause 1.2- Cost of RFQ	RFQ terms are confirmed
68	Section IV- Eligibility Criteria- A1- Technical Capacity- Implementation	RFQ terms are confirmed
69	Section IV- Eligibility Criteria- A2- Technical Capacity - O&M	RFQ terms are confirmed



Queries by Applicant		Reply to the Query
Sl.No	Query	
	<p>Reference</p> <p>one or more contract spread over three or more towns providing utility services including billing &amp; collection for connections of 50000 shall also be considered. Accordingly "50000 connections in a city may be "replaced by "50000 connections.</p>	
70	<p>Section IV- Eligibility Criteria- B- Financial Capacity</p> <p>Net worth- In case of consortium, can the consortium members collectively meet this requirement?</p>	RFQ terms are confirmed It is clarified that the lead bidder shall meet the Financial Capacity.
71	<p>Section V- Evaluation criteria</p> <p>Since the drip irrigation/micro-irrigation projects involve construction of water intake, pumping, installation of distribution (pipe line ) network with flow&amp; pressure regulating devices , supply of water with controlled flow and pressure, O&amp;M of water supply, such projects should be included in Category 1 or Category 3- Please make necessary changes in document.</p>	RFQ terms are confirmed. There are no changes in the RFQ terms in this regard.
72	RFQ submission	Please refer Corrigendum SI No: 9
73	Annexure V - General Information Supply - Project	The Technical information including the performance benchmarks will be described and detailed in the RFP.





Queries by Applicant		Reply to the Query
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	<p>Reference</p> <p>Benchmarks</p> <p>calculated</p> <p>We understand that the developer has to upgrade the distribution system based on the design and scope in the approved DPR and so cannot take the responsibility for the system design in terms of 24x7 flow and pressure management, NRW etc. at C.O.D</p>	
74	<p>Section V: Evaluation Criteria</p> <p>3.1 The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years in the case of 'Technical Capacity - Implementation' and for the last 10 (ten) financial years in the case of 'Technical Capacity - O&amp;M'. The Eligible Experience, so claimed, shall be for the financial years immediately preceding the Application Due Date.</p> <ul style="list-style-type: none"> <li>We request to consider experience in any /consecutive five (financial) years over last 10 years for Technical Capacity - Implementation</li> <li>As we understand the technical experience for operations has been considered during 10 years, the same can be considered for implementation as well</li> </ul> <p>Most of the capital works / investments in water</p>	<p>RfQ terms are confirmed.</p>



*Anandha*

Queries by Applicant		Reply to the Query
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	<p>Query</p> <p>infrastructure in developed countries like Germany had been done in late 1990s and early 2000s under long term (25 years) concession agreements signed then. The projects are still successfully under operations with private companies and hence companies should benefit from this rich experience.</p>	
75	<p>Section V: Evaluation Criteria</p> <p>5. Scoring system 1 – A1 – Technical Capacity- Implementation Rs 800 crores – 5 marks</p> <ul style="list-style-type: none"> <li>• Please confirm whether Threshold Technical Capacity – Implementation is Rs 800 crores or Rs 850 crores (as mentioned in Section IV – Eligibility criteria (A1))</li> </ul>	<p>Please see the response to the query 48</p>
76	<p>Section V: Evaluation Criteria</p> <p>6.1 The minimum marks required for short listing of the Applicant shall be 25 marks</p> <ul style="list-style-type: none"> <li>• The sum of minimum pre-qualification marks in the scoring system A1, A2i, Aii and B under the scoring system comes to 20 marks. Please confirm the minimum marks required</li> </ul>	<p>RFQ Terms are confirmed. Please see the response to the query 58 T</p>
77	<p>Certificate from Statutory Auditor for Category 1 &amp; 2</p> <p>As per Section IV – Eligibility Criteria, 2 (i) –</p> <ul style="list-style-type: none"> <li>• The certificate template should read Certificate from Statutory Auditor / Client for Category 1 &amp; 2</li> </ul>	<p>Annexure IV, the format of “Certificate from the Statutory Auditor for Category 1 &amp; 2” shall be read as “Certificate from the Statutory Auditor/ client for Category 1 &amp; 2”</p>




Queries by Applicant		Reply to the Query
Sl.No	Reference	Query
78	Section IV: Eligibility Criteria	<p>(i) experience in operation and maintenance of continuous pressurized urban water supply distribution system with more than 50,000 (Fifty Thousand) drinking water connections for a continuous period of three (3) years in the last ten (10) years or for a period of five (5) years within the last ten (10) years with a continuous period of at least two (2) years in a city;</p> <p>• Please confirm Operational experience for continuous pressurized water supply distribution system in an integrated physical area (i.e. a single water supply scheme covering many Urban Local Bodies) with more than 50,000 connections shall be considered as eligible</p> <p>We request six weeks' time at least after receipt of the responses to the queries / addendum for identifying Consortium Partners and arranging International Documentation / certification as required for submission</p>
79	Last Date for Submission of Application in response to RFQ - 12-Nov-15	Please refer to Corrigendum SI No # 9
80	Clause 1 (B) of Section	It is hereby clarified that in case of Consortium the Lead Member shall meet the Financial Capacity. RFQ



*Ambedkar*

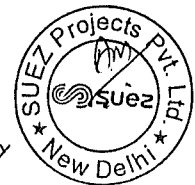
Queries by Applicant		Reply to the Query
Sl.No	Reference	Query
	IV	same clause and clause 4 of section IV, it appears that the financial capacity of other consortium members shall also be accepted  Please clarify
81	Section IV A2, Technical Capacity O&M	Please clarify whether the experience of Technical capacity – O&M needs to be from a single city or total experience in multiple cities is acceptable  For e.g. If a company has experience of managing 23000 connections in one city and 27000 connections in other city, whether the same is acceptable  It is being clarified that the experience is from single city.
82	General	The composite quote is inclusive of the aggregate of EPC cost as well as the O&M cost.
83	General	Water source is available to withdraw sufficient water to provide the 24x7 water at the rate of 125  It is hereby confirmed that the ensuring source

*Amulya*  
  
 SUEZ Projects Pvt. Ltd.  
 New Delhi

SL.No	Queries by Applicant		Reply to the Query
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		LPCD. Please confirm	adequacy shall not be in the scope of the bidder.
84	General (Funding)	We understand that project is sanctioned under JNNURM. However at present the scheme is not in force. Please confirm the sanctioned amount will be available to successful bidder	It is confirmed that the successful bidder will be paid by CCMC as per the terms and conditions of the concession agreement to be entered into between the parties.
85	General (Insurance)	Please clarify if obtaining of insurance under Public Liability Insurance Act (1991) will be responsibility of the employer	The query shall be addressed during the RFP stage.
86	General (Excise Duty Exemption)	Please confirm whether Excise Duty is exempted for this project or not?	All applicable taxes shall be borne by the Concessionaire unless otherwise agreed upon in the Concession Agreement.
87	General (Approvals & Permissions)	All PCB approvals and permissions will be in employer's scope. All required permissions and approvals towards respective authority, Institutions shall be in client's (Employer's) scope. Please confirm.	PCB approvals would be the responsibility of the Concessionaire as per the provisions of the Concessionaire Agreement to be signed by the successful bidder
88	4.1	Please provide ITA.	Please refer "Section II - Instructions to Applicants" of the RFQ.
89	S.III	Please allow Bidders to keep submitting queries until 1 week before submission, since there could always be new issues and is not on the benefit of anyone to avoid making the effort of clarifying	No further queries would be entertained.



Sl.No	Queries by Applicant		Reply to the Query
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90	S. IV. 1. A1	<p>queries regardless on when they may be raised.</p> <p>Please explain the meaning of "paid for development of Projects", "collected and appropriated revenues from Projects" and "paid for or received payments for construction of Projects".</p>	<p>The term "paid for development of Projects" for Category 1 and/or Category 2 means and includes the total project value incurred by the Applicant in his capacity as a developer for such project.</p> <p>The term "collected and appropriated revenues from Projects" for Category 1 and/or Category 2 means and include the total revenues collected and appropriated by the Applicant in his capacity as a developer for such project.</p> <p>The term "paid for or received payments for construction of Projects" for Category 3 and/or Category 4 is explained in Clause No. 2.4 of Section V.</p>
91	S. IV. 1. A2	<p>Due to the complexity of this project and the need to have world class operators, it is understood that the O&amp;M experience of 50,000 connections shall be in one project only. Please confirm.</p>	<p>RFQ terms are confirmed. As stated in the clause 1, A2 (i) and (ii), it is confirmed that the O&amp;M experience of 50,000 connections shall be in a City</p>
92	S. IV. 2. i	<p>Please allow bidders to submit their own clients' standard certificates of experience, since many</p>	

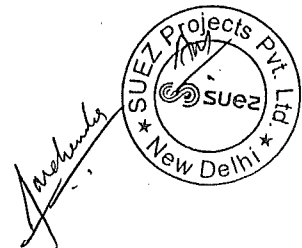


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SL.No	Queries by Applicant		Reply to the Query
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		clients do not want to do it different, and since we cannot ask clients to sign customized certificates every time we are bidding one projects considering the number of tenders that a multinational company participates and the fact that in some occasions the certificate is signed by the Mayor of the City.	Please see the response to the query 35.
93	S. IV. 2e. ii	For issues like Net Worth and Associate, please allow those bidders who can already provide the information requested in their audited financial statements to use the same in lieu of new statutory auditor certificates.	RFQ terms are confirmed
94	S. IV. 3	The POA requires all Members to give the power to another Member, but we have been advised that one Member should not power itself. Thus it is kindly requested to allow the POA to be provided by all remaining Members only to the Lead Member only.	Agreed. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at Annexure II.  Further, please refer Addendum - 1 for Power of Attorney for the Authorised Signatory of the Applicant.
95	S. V	Please clarify what is the purpose of the scoring criteria if basically any bidder with the relevant experience would qualify. Is there any cut off in terms of numbers of bidders? What is the benefit	It is clarified that the applicant getting high score in RFQ stage may be in an advantageous position if there is any tie during the financial proposal stage of the RFP.



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96	S. V. 2.1	<p>Water supply is a very serious public matter and CMC should not rely on a bidder with no experience in water supply. Further for experience water management companies it is unfair to compete with entities without proper experience which will not be carrying out proper pricing and that will create problems to CMC in the medium term. It is therefore requested not to allow Category 2 and 4.</p>	<p>It is further clarified that there is no cutoff in terms of the number of qualified bidders.</p> <p>RFQ terms are confirmed.</p>
97	S. V. 2e.1.i	<p>It is suggested that CMC even reconsiders the definition of "water supply projects", since it is quite risky to consider wastewater, sewerage and waste management experience similar to water supply. It would be appropriate to request continuous pressurized experience in water supply as mandatory, both in construction and O&amp;M.</p>	<p>RFQ terms are confirmed.</p>
98	S. V. 2.1.i	<p>Please confirm that projects of water treatment plants are also considered "water supply" projects.</p>	<p>RFQ terms are confirmed.</p>





SLNo	Queries by Applicant		Reply to the Query
	Reference	Query	
99	2.3.b	Please confirm that 26% can be either equity or share in a joint venture. If CMC is looking for bidders with real experience, we feel minimum of 50% should be requested.	RFQ terms are confirmed.
100	2.5	It is understood that if Bidder has one PPP water project with EPC (>120 Cr) and O&M (>50,000 connections) experience that complies with all Categories, the same can be used for all roles/purposes. However this clause seems to limit this, which makes no much sense since otherwise best bidders will actually be penalized. Please clarify.	RFQ terms are confirmed.
101	5	Please confirm that any additional marks are provided only for the same project, so Bidders cannot use a numerous of irrelevant projects to score additional marks.	RFQ terms are confirmed.
102	Annex I, JBA	When members are creating a SPV or they are working on an integrated JV where there is not specific role for each of them, clause 4.b is not understood. Please explain.	The Joint Bidding Agreement is prerequisite during the RFQ stage so as to enable CCMC to get clarity on the terms of engagement of the various partner and their respective roles during the performance of the Contract.

*[Handwritten Signature]*

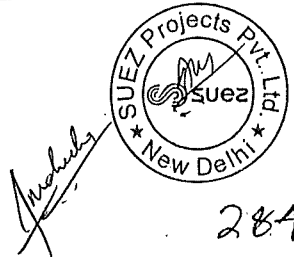


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	Reference	Query	
103	Annex II. POA	Please see query above asking CMC to allow POA to be provided from the non-leading members only to the lead member.	Please see the response to query No. 94
104	Attachment II	This table A1 refers to "Implementation" which relates to Category 3 and 4, however columns 5 and 6 refer to Category 1 and 2. Further column 7 relates to O&M experience, but this is already covered by the next table A2. Please clarify.	It shall be noted that Technical Capacity - Implementation relates to various categories as provided under clause 2.1 under Section V. RFQ terms confirmed.
105	Attachment IV - Certificate from Auditor	Please see query above asking CMC to allow audited financial statements to be used.	RFQ terms are confirmed
106	Annex V	Please clarify that the scope of the Operator is all the "Proposed" works, not just the difference between Proposed-Existing.	The Scope the operator shall in certain cases involves creation of new assets while in some cases there will be replacement of existing assets. Further clarity on this shall be provided during the RFP stage.
107	General	RFQ requests that when documents are executed and issued overseas, the document shall be legalized and notarized in the jurisdiction where the Power of Attorney has been executed. However documents do not really have to be executed physically in one specific place to be legal and enforceable. Further there could be	If the documents are executed and issued overseas, the document shall be legalized and notarized in the respective jurisdiction where the document has been executed. However, the above stipulation will be relaxed if multiple jurisdictions are involved in addition to India. Further, CCMC reserves the right to assess the responsiveness of such bids on a case to



*Maheshwari*

Sl.No	Queries by Applicant		Reply to the Query
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		partners from various jurisdictions. Since the validity of a document is not related to where it is actually executed, it is requested to accept Indian notary only since the project is in India. Please confirm.	case basis with or without seeking additional clarifications from the concerned bidders.
108	General	Please clarify if CMC's expectation is that the proposed model is intended to be that of project finance with or without recourse to the shareholders beyond the equity.	The implementation of the project under Staggered Annuity model involves certain amount of project financing. Please refer to the subsection 'Project Implementation and Procurement Method' under Annexure V, General Information of the RFQ document.
109	General	Please confirm that when SPV is created, the Joint Venture Agreement will be terminated, so the SPV will have full responsibility and liability without recourse to the shareholders.	The details on joint and several liabilities of the consortium members will be provided in the concession agreement to be issued as part of the RFP. The Applicants are therefore advised to comply with the requirements of the RFQ at this stage and as and when RFP is issued, comply the requirements of the same.
110	General	Please confirm Government of India will be backing up the funding so lending can be arranged on a project finance type of structuring.	RFQ terms are confirmed. Further details will be provided in the RFP stage.
111	General	Please confirm that CMC has initiated and banking market survey and confirm what	CCMC intend not to assume any role in the financial

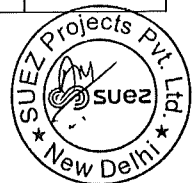


Sl.No	Queries by Applicant		Reply to the Query
	Reference	Query	
		leverage is expected, so bidders can assess equity required.	closure related matters of the concessionaire.
112	General	To make the project more bankable, please allow EPC delay not to count against the concession term.	CCMC will provide reasonable provisions in the RFP in order to enable the concessionaire to address the various techno-financial risks and challenges associated with the implementation.
113	General	Please share you EPC estimate since we are doing projects in India of smaller scale and nature, but of similar estimate. Thus 451.66 Cr seems very low.	The project cost of Rs. 451.66 Crores is assessed and approved by the JNNURM. The RFP document will detail associated information.
114	General	Escalation for 4 years of Rs. 88.70 crores is extremely low considering the two digits inflation in the construction sector.	RFQ terms are confirmed.
115	General	Just accounting for 5% population growth and two digits inflation, 0.4% annual average increase in the % of Composite Quote seems very low.	RFQ terms are confirmed.
116	General	CMC's ambition is admirable and innovation is welcome, but it is our experience internationally that PFI models are not applied on asset rehabilitation projects. Please explain how CMC proposes bidders to take the risks of a system of	The Applicants are advised to analyze the existing project scenario.



*Amalendu*

Sl.No	Queries by Applicant		Reply to the Query
	Reference	Query	
		doubtful conditions and without reliable data. Please also explain how CMC proposes to carry out a condition assessment to a level of detail which will provide full knowledge of condition of assets to the stakeholders, especially for latent and non-visible defects.	
117	General	It is very inefficient for each bidder to incur in the due diligence process (and lenders due diligence also) and the condition assessment during tender phase. Please provide a bid cost compensation of minimum 1Cr for unsuccessful bidders to contribute to this costly bid process.	Not agreed. RFQ terms are confirmed.
118	General	The method proposed is normally used for authorities that cannot increase their debt levels in the short term but yet require of infrastructure. However CMC confirmed during the pre-bid meeting plenty of funding so it is not understood why Operator is required to arrange for private lending to fund the Capex at a high cost and risk. Please clarify.	CCMC is adopting a staggered annuity model as a payment mechanism which balances the risks for both the operator and CCMC.  The intension of CCMC is to achieve a reliable delivery mechanism to upgrade the existing system by roping in a long term partner.
119	General	It is understood that the EPC estimate is only useful to asses that sufficient funding is available, equity requirements of the project and so the private lending requirements to finance the	The applicant may consider all such parameters and accordingly submit his financial proposal during the RFP stage.



*Amehuda*

Sl.No	Queries by Applicant		Reply to the Query
	Reference	Query	
		CAPEX, since in any case the Operator takes the risk of all condition asset and has to price for the same and amortized such investment throughout the term of the contract, whether finally the cost of EPC works is more or less the estimate.	
120	General	It is understood that payments to Operator is not linked to water tariffs, but please confirm that all customer revenues will be collected by Operator and the Operator only has to transfer the excess, if any, to CMC.	The Applicant will be provided with additional information during the RFP stage.
121	General	Please confirm major maintenance will be undertaken by CMC.	The concessionaire shall carryout all the maintenance activities as per the provisions of the concession agreement.
122	General	Please confirm if electricity will be paid as a pass-through.	The Applicant will be provided with additional information during the RFP stage.
123	General	It is most normal for government to take inflation and population growth risk, even in less inflationary countries than India. This is the case on normal DBO contracts but more especially under a project finance structure. Please clarify your proposal.	The Applicant will be provided with additional information during the RFP stage.
124	General	Please confirm that CMC will take Change in	The Applicant will be provided with additional



Queries by Applicant		Reply to the Query
Sl.No	Reference	Query
		information during the RFP stage.
125	General	The Applicant will be provided with additional information during the RFP stage.
126	General	The payment mechanism is on Staggered annuity basis wherein the composite quote will act as the bid parameter and the payment there from will be made on a pre-approved distribution table during the construction and O&M period of the project.  The Applicant will be provided with additional information during the RFP stage
127	General	Unless otherwise notified, CCMC does not intend to conduct another Pre-Qualification meeting before submission
128	General	The detailed technical information relevant to the project will be provided along with RFP.
129	Section IV, Eligibility Criteria, Point 2 (i) & (ii)	Please see the response to the query 31



SL.No	Queries by Applicant		Reply to the Query
	Reference	Query	
130	Section IV, Eligibility Criteria, Point 3	Kindly consider.  This clause requires Power of Attorney has to be as per Annexure II. Whereas Annexure II is POA with consortium partners. Kindly permit to alter few Phrases in Annexure II as to suit bidder. OR provide another format for POA with single company bidding.	RFQ terms and confirmed. Please refer to the response to Query no. 35.
131	Page 29, Technical Capacity, O&M of Section IV.	The Eligibility Criteria for Technical Capacity - O&M is the demonstration of experience in continuous pressurized Urban Water Supply distribution with more than 50,000 connections for a city. Such a large city experience for duration specified in the RFQ is no to be found in India  In this regard, we would like to mention that our international partner manages the continuous pressurised water supply in a concession area comprising an entire state more than 9,00,000 connections. The concession area is urbanized and has high density of population. Hence we request that the experience in a physically-integrated service area (such as a State or a province) may be considered as a subtitle for	RFQ terms are confirmed.



*Amelushy*



Sl.No	Queries by Applicant		Reply to the Query
	Reference	Query	
132		<p>experience in a city.</p> <p>We would strongly suggest that you reserve the right to disqualify someone for under costing, so you avoid having to contract with an entity that sooner or later will raise troubles.</p> <p>This is quite normal amongst many clients, and one way to do it is by not allowing more than 10% difference between L1 and L2.</p> <p>This will also help to make the project more attractive to international companies as inexperience local contractors or companies with short term objective may be avoided.</p>	<p>RFQ terms are confirmed. Further clarity on Financial evaluation shall be provided during the RFP stage.</p>
133		<p>We request you to extend the submission dates for 4 weeks from the date of reply to the pre-bid queries. We also believe that it's a prestigious project and a big scale one in India, it will involve extensive preparation and setting of partners or support from parent company for funding and other bid requirements.</p>	<p>Please refer to Corrigendum SI # 9</p>



*Amalendu*

## COIMBATORE CITY MUNICIPAL CORPORATION

### ADDENDUM - 1

Name of the Work :Implementation of 24x7 Water Supply System for the City of Coimbatore

Tender Ref. No.Roc No. 2896/2008/JNS

### Format of Power of Attorney for Authorized Signatory

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised)

KNOW ALL MEN by these presents that we, \_\_\_\_\_ [name of the company], company incorporated under the Companies Act 1956, having its Registered Office at .... [address of the company] (hereinafter referred to as "Company") do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ [name of the person to be authorized] (hereinafter referred to as "Authority"), resident of \_\_\_\_\_ [Address of "Authority"], who is presently employed with us and holding the position of \_\_\_\_\_ [designation of the "Authority"], who represents us and holding the position of authorized representative as our attorney, to do in toonourbehalf ofthe Company,that is to say

To act as the Authority for submitting the Application for the Project and other relevant documents in connection therewith;

To sign all papers for all proposals, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid; To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto;

To represent the at meetings, discussions, negotiations and presentations with CCMC, Government Authorities, Competent Authorities and other Project related entities;

To receive notices, instructions and information for and on behalf of the Company; To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

AND the Company hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

  
**COMMISSIONER  
COIMBATORE CORPORATION**



*Amalendu*

IN WITNESS WHEREOF the parties puts its/their hand and seal to this Power of Attorney on this [day, month & year].

The seal of the company, here unto	)
affixed pursuant to a resolution passed	)
at the meeting of Board of Directors and	).....
held on ----- day of -----, 2017	) (name and designation of the person)
in the presence of (name & designation	)
of the person) and countersigned by	)
(name & designation of the person) of	).....
the Company of ( name of the company	) (name and designation of the person)

  
**COMMISSIONER  
COIMBATORE CORPORATION**





**COMMISSIONER  
COIMBATORE CORPORATION**

**COIMBATORE CITY MUNICIPAL CORPORATION**

**CORRIGENDUM**

**Name of the Work : Implementation of 24x7 Water Supply System for the City of Coimbatore**

**Tender Ref. No. Roc No. 2896/2008/JNS**

**Sl.No. 1. : Section II, item 3.8**

As per RFQ Document	Revised
<p>For purposes of this RFQ, the term "Associate" shall mean, in relation to another company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company. The term 'significant influence' means control of at least twenty six per cent of total share capital, or of business decisions under an agreement. For the purpose of this RFQ the term 'control' shall mean the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.</p>	<p>For purposes of this RFQ, the term "Associate" shall mean, in relation to the Applicant/Consortium Member, shall mean, in relation to a specified person, any other person who either directly or indirectly controls, is controlled by or is under the common control with such specified person (for the purpose this definition, the expression "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than twenty six percent (26%) of the voting shares of such person and/or the power to direct the management and policies of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise).</p>



*Amalendu*

**Sl. No. 2: Section VI, certificate regarding- Associate**

As per RFQ Document

As per RFQ Document	Revised
<p><b>Certificate from the Statutory Auditor/ Company Secretary regarding Associate</b></p> <p>Based on the authenticated record of the Company, this is to certify that more than 20% (twenty per cent) of the subscribed and paid up voting equity of ..... (name of the Applicant/ Consortium Member/ Associate) is held, directly or indirectly, by ..... (name of Associate/ Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of the RFQ.</p> <p>A brief description of the said equity held, directly or indirectly, is given below:</p> <p>{ Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein. }</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm: (Signature, name and designation of Date: the authorised signatory).</p>	<p><b>Certificate from the Statutory Auditor/ Company Secretary regarding Associate</b></p> <p>Based on the authenticated record of the Company, this is to certify that more than 26% (twenty Six per cent) of the subscribed and paid up voting equity of ..... (name of the Applicant/ Consortium Member/ Associate) is held, directly or indirectly, by ..... (name of Associate/ Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of the RFQ.</p> <p>A brief description of the said equity held, directly or indirectly, is given below:</p> <p>{ Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein. }</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm: (Signature, name and designation of Date: the authorised signatory).</p>



Sl.No. 3 : Instruction to Applicants, item, 3.1 (ii) page 11

As per RFQ Document	Revised
<p>The Members of the Consortium shall together hold at least 51% of the paid up and subscribed equity share capital in the SPC till the expiry of the Concession Period and the Member of the Consortium whose technical experience in Operations and Maintenance (O&amp;M) were considered for qualification during the RFQ stage should hold not less than 11% of the paid up and subscribed equity share capital in the SPC from COD;</p>	<p>The Members of the Consortium shall together hold at least 51% of the paid up and subscribed equity share capital in the SPC till the expiry of the Concession Period and the Member of the Consortium whose technical experience in Operations and Maintenance (O&amp;M) were considered for qualification during the RFQ stage should hold not less than 11% of the paid up and subscribed equity share capital in the SPC subsequent to the minimum lock in period as stated in clause 3.1 (i);</p>

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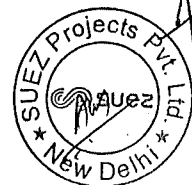
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Sl.No. 4: Section- VI -Annexure I, Clause 6 (b), (ii) Joint Bidding Agreement

As per RFQ Document	Revised
<p>The Members of the Consortium shall together hold at least 51% of the paid up and subscribed equity share capital in the SPC till the expiry of the Concession Period and the Member of the Consortium whose technical experience in Operations and Maintenance (O&amp;M) were considered for qualification during the RFQ stage should hold not less than 11% of the paid up and subscribed equity share capital in the SPC from COD.</p>	<p>The Members of the Consortium shall together hold at least 51% of the paid up and subscribed equity share capital in the SPC till the expiry of the Concession Period and the Member of the Consortium whose technical experience in Operations and Maintenance (O&amp;M) were considered for qualification during the RFQ stage should hold not less than 11% of the paid up and subscribed equity share capital in the SPC subsequent to the minimum lock in period as stated in clause 3.1 (i);</p>

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Sl.No. 5: Section- VI -Annexure I, Clause 6 (d) Joint Bidding Agreement

As per RFQ Document	Revised
<p>The parties undertake that all members of the Consortium shall be liable jointly and severally for all obligations of the concessionaire in relation to the Project until the completion of EPC works and the First Party will in any case remain liable until the completion of the O&amp;M Period.</p>	<p>The parties undertake that all members of the Consortium shall be jointly and severally liable for all obligations of the Concessionaire in relation to the Project until the achievement of the commercial operation date of the Project, as per the Concession Agreement or until the completion of 5 years from the commencement of operations of the existing facilities, whichever is later and the Lead Member will in any case remain liable until the completion of the O&amp;M Period.</p>

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**Sl.No. 6 : Section V – Evaluation Criteria:**

**5. Scoring System**

As per the RFQ Document

Sl. No.	Ref No.	Criteria	Scoring System	Minimum pre-qualification marks
(1)	(2)	(3)	(4)	(5)
1	A1	Technical Capacity – Implementation	Threshold Technical Capacity – Implementation: Rs.800 crores – 5 marks Every additional Rs.200 crores – 2.5 marks	5 marks
2	A2: i	Technical Capacity – O&M (water supply distribution system)	Threshold Technical Capacity – O&M as per A2 (i): 50,000 connections as per A2 (i)– 5 marks Every additional 10,000 connections as per A2 (i) – 2.5 marks	5 marks
3	A2: 2yii	Technical Capacity – O&M (customer management of urban utility services)	Threshold Technical Capacity – O&M as per A2 (ii): 50,000 connections as per A2 (ii)– 5 marks Every additional 10,000 connections as per A2 (ii)– 2.5 marks	5 marks
4	B	Financial Capacity	Net Worth at the close of the preceding financial year - 140 crores - 5 marks Every additional 20% of Rs. 140 crore – 2.5 mark	5 marks

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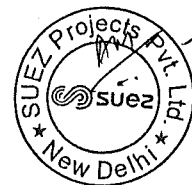


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Revised as

Sl. No.	Ref No.	Criteria	Scoring System	Minimum pre-qualification marks
(1)	(2)	(3)	(4)	(5)
1	A1	Technical Capacity – Implementation	Threshold Technical Capacity – Implementation: Rs.850 crores – 5 marks Every additional Rs.200 crores – 2.5 marks	5 marks
2	A2: i	Technical Capacity – O&M (water supply distribution system)	Threshold Technical Capacity – O&M as per A2 (i): 50,000 connections as per A2 (i)– 5 marks Every additional 10,000 connections as per A2 (i) – 2.5 marks	5 marks
3	A2: 2yii	Technical Capacity – O&M (customer management of urban utility services)	Threshold Technical Capacity – O&M as per A2 (ii): 50,000 connections as per A2 (ii)– 5 marks Every additional 10,000 connections as per A2 (ii)– 2.5 marks	5 marks
4	B	Financial Capacity	Net Worth at the close of the preceding financial year - 140 crores - 5 marks Every additional 20% of Rs. 140 crore – 2.5 mark	5 marks

  
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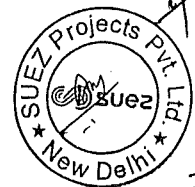


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SL.No. 7: Section- VI –Annexure III, Letter Comprising the Application for Pre-qualification (item 22)

As per RFQ Document	Revised
<p>22. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.</p>	<p>22. The parties undertake that all members of the Consortium shall be jointly and severally liable for all obligations of the Concessionaire in relation to the Project until the achievement of the commercial operation date of the Project, as per the Concession Agreement or until the completion of 5 years from the commencement of operations of the existing facilities, whichever is later and the Lead Member will in any case remain liable until the completion of the O&amp;M Period.</p>

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*Anand*  
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Sl.No. 8: Clause 3.6 (last paragraph); Section- II: Instructions to Applicants

As per RFQ Document	Revised
<p>For the purpose of the above clause, in addition to the Applicant, the Consortium Members should also individually comply with the requirements specified. Any Applicant, being a consortium and found to have a conflict of interest may be allowed permitted to continue in the Bidding Process subject to the condition that such an Applicant (consortium) within 10 days from the Application Due Date removes the member which suffers such conflict of interest.</p>	<p>For the purpose of the above clause, in addition to the Applicant, the Consortium Members should also individually comply with the requirements specified. Any Applicant, being a consortium and found to have a conflict of interest may be allowed permitted to continue in the Bidding Process subject to the condition that such an Applicant (consortium) within 10 days from the Application Due Date removes the member which suffers such conflict of interest. Further, notwithstanding anything stated herein above clause 3.6 to the contrary, the joint ownership in a Special Purpose Vehicle / Special Purpose Company by any Applicant or its Associates shall not be deemed as a conflict of interest for the purpose of this RFQ.</p>

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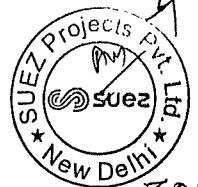
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Sl.No. 9: Key dates , Section- II: Prequalification Data Sheet

As per RFQ Document		Revised	
Last date of submission of Application in response to RFQ ("Application Due Date")	27-Mar-17 upto 15.00 hours	Last date of submission of Application in response to RFQ ("Application Due Date")	27-Mar-17 upto 15.00 hours

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*Amelika*

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**COIMBATORE CITY MUNICIPAL CORPORATION.**

**Replies to the Pre-Application Queries**

**for**

**Pre - Application Conference on Request for Qualification (Second Call) for Implementation of 24x7 Water supply scheme at Coimbatore City Municipal Corporation in held at CCMC on 24-02-2017 at 3.00 p.m.**

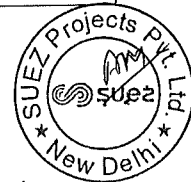
Sl.No	Queries by Applicant		Reply to the Query
	Reference	Query	
1	Pre-Application Queries (First Call)	Replies to the previous Pre-Application Queries (First Call) have been provided at the end of the RFQ document. Please confirm that these replies shall be applicable for the RFQ - Second Call as well.	It is confirmed that the replies to the previous Pre-Application Queries (First Call) shall be applicable for the second call as well.
2	Section I, Sr No 3	As per Clause 3 of Section I - General Information, the estimated project construction cost has been indicated as Rs. 556.57 Cr. The estimated project construction cost of the project was the same in the previous round (First Call). It appears that the cost has not budgeted for the increase in prices between the First Call (October 2015) and Second Call (January 2017). Please clarify.	It is clarified that the approved project cost as per the RFQ is Rs.556.57 Crores.  Bidders may undertake their own assessment and accordingly consider the applicable costing in their quotation during RFP stage.
3	Section VI: Annexure V - General Information	<p>a. TNIDB Support – TNIDB's support is limited to only 20% of the Annuity for the first 4 years subject to a maximum 20% of the Total Project Cost. Please clarify whether the Total Project Cost includes the O&amp;M Cost also or refers to only EPC Cost.</p> <p>b. Our interpretation is that since 20% of the total Quote of the bidder shall be paid in the first 4 years in the form of Annuity. In terms of the total quote, TNIDB's support would be limited to only 4% of the bidder's Quote. Please confirm.</p> <p>c. Also, since the 1<sup>st</sup> year of the Contract shall be for preparation of SIP, please confirm that the</p>	<p>a. The Total Project Cost provided in the RFQ amounting to Rs. 556.57 crores is towards the Capex only.</p> <p>b. Please refer Pre-Application Query No 55 (First call) attached to the document</p> <p>c. Further details and clarifications on this will be provided in the RFP.</p>

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	<p>first 4 years referred above shall start from the 2<sup>nd</sup> year of commencement date.</p>	<p>Section II Clause 3.1 (ii)</p>	<p>As per this clause, the members of the consortium are expected to together hold minimum 51% of the equity in the SPV. This requirement is not clear since the consortium members can together hold 51% in the SPV and some other member (who may not have even contributed any qualification) can contribute 49% equity, even before the Commercial Operations Date. We think that the CCMC intends to allow dilution of total equity held by the original consortium members upto 51% after the completion of 2 years from the Commercial Operations Date, thus allowing the selling of equity by original consortium members to new members after the minimum Lock-in Period, subject to meeting other relevant conditions. However, this intent is not reflected in the clause.</p> <p>Therefore, we request you to kindly modify the text of the clause in order to clarify the correct meaning.</p>	<p>Please refer Pre-Application Query No 19 (First call) attached to the document -</p>
<p>4</p>	<p>Section VI: Annexure III and Replies to Pre-Application Queries (First Call)</p>	<p>Sr No 22 of the Letter comprising the Application for Pre-qualification (modified further as per the Sr No 7 of the Corrigendum), is applicable only in case of a consortium. We feel that for a single entity applying for pre-qualification, this sentence is not relevant. Therefore, we request you to allow the single entities applying for pre-qualification to delete this.</p>	<p>RFQ Terms confirmed.</p>	

  
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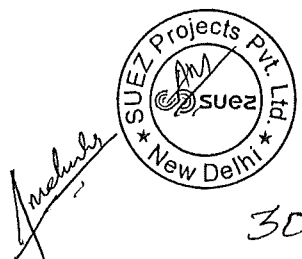


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Section IV: (A2)	<p>The Applicant with respect to operation and maintenance of projects shall, over the past 10 (ten) financial years preceding the Application Due Date, have</p> <p>(i) Experience in operation and maintenance of continuous pressurized urban water supply distribution system with more than 50,000 (Fifty Thousand) drinking water connections for a continuous period of three (3) years in the last ten (10) years or for a period of five (5) years within the last ten (10) years with a continuous period of at least two (2) years in a city;</p> <p>(ii) Experience in managing any one of the urban utility services viz., Water, Power, Telecom and Gas distribution involving billing, collection and customer management for more than Fifty Thousand (50,000) connections for a continuous period of three(3) years in the last ten (10) years or for a period five (5) years within the last ten (10) years with a continuous period of at least two (2) years in a city.</p> <p>Such that the Applicant meet the criteria under (A2) (i) and (ii) above the "Threshold Technical Capacity - O&amp;M".</p> <p>The following modification is suggested in order to get most competitive bids for the project. Gas distribution also involves O&amp;M of a pressurized urban distribution system which is far more critical and should be considered as eligible for water distribution projects.</p> <p>The Applicant with respect to operation and</p>
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RFQ Terms confirmed.

*[Signature]*  
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		<p>maintenance of projects shall, over the past 10 (ten) financial years preceding the Application Due Date, have</p> <p>(i) Experience in operation and maintenance of continuous pressurized urban water supply or gas distribution system with more than 50,000 (Fifty Thousand) drinking water or gas connections for a continuous period of three (3) years in the last ten (10) years or for a period of five (5) years within the last ten (10) years with a continuous period of at least two (2) years in a city</p> <p>(ii) Experience in managing any one of the urban utility services viz., Water, Power, Telecom and Gas distribution involving billing, collection and customer management for more than Fifty Thousand (50,000) connections for a continuous period of three(3) years in the last ten (10) years or for a period five (5) years within the last ten (10) years with a continuous period of at least two (2) years in a city.</p> <p>Such that the Applicant meet the criteria under (A2) (i) and (ii) above ("Threshold Technical Capacity - O&amp;M")</p>	<p>The Bidders shall undertake their own assessment while quoting in the RFP stage. The DPR is not part of the tender documents.</p>
7	Section II, item 1.1 ( Pg-10)	<p>CCMC, has prepared the Detailed Project Report (DPR) and the same has been approved under the JnNURM scheme for funding by the Ministry of Urban Development It is <b>indicated</b> that a DPR has been prepared and approved under JnNURM scheme. Kindly arrange to provide a copy of this DPR</p>	

8	Section II, item 3.1(ii) (Pg-11)	COD Please clarify whether COD is to be considered from year 5 or from the start of O & M of the existing facility Joint Bidding Agreement (JBA) is to be signed amongst consortium partners and submitted with RFQ.	The bidders may await clarity for the COD in the RFP.
9	Section II, item 3.3(iv)	At RFQ stage, a Letter of Intent covering all Important issues as included in this item may be submitted signed by all partners along with Draft JBA.  The signed JBA be submitted by shortlisted bidders 15 days prior to submission of RFP Last date of submission of RFQ is 27 March -17 up to 15.00 hours	RFQ terms confirmed.
10	Section II, Key date	We request the client to please provide the time of at least 6 weeks for RFQ submission from the date when replies of our pre application queries are provided.	RFQ terms confirmed.
11	Section IV, Eligibility criteria, (A2)(B)	In case of a Consortium, each such Member in the Consortium whose Financial Capacity (Net Worth) or Technical Capacity is evaluated for the purposes of this RFQ shall subscribe and continue to hold till the achievement of the commercial operation date of the Project, as per the Concession Agreement and until the expiry of 2 years there from equity share capital in the SPC not less than (a) 26% (twenty six percent) of the paid up and subscribed equity share capital in the SPC and (b) at least 5% (five percent) of the Net Project Construction Cost.  We Request to remove the (b) at least 5% (five percent) of the Net Project Construction Cost being the PPP model this condition may not required	RFQ terms confirmed

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12	Section VI, Annexure 1 Joint Bidding Agreement 6-b.(ii)	Member of the Consortium whose technical experience in Operations and Maintenance (O&M) were considered for qualification during the RFQ stage should hold not less than 11% of the paid up and subscribed equity share capital in the SPC from COD.  Please clarify in case member meeting the qualification A2-I & A2 -ii are different member than will this apply to both members?  Water Supply - Project Benchmarks	In case the qualifications taken into account pertains to different parties, both such parties shall together adhere to the condition of 11% shareholding.
13	Annexure V - General Information Water Supply - Project Table	1. Would the developer be responsible In case the project benchmarks are not met after successful completion of the upgradation works? For e.g. Extent of NRW 5% 2. Further please define how NRW shall be calculated Further we understand that the if developer has to upgrade the distribution system based on the design and scope in the approved DPR and so how bidder can take the responsibility for the system design in terms of 24x7 flow and pressure management, NRW etc. at C.O.D	The Tender Scrutiny and Evaluation Committee (TS and EC) discussed the exiting tender conditions and noticed that the conditions are very stringent and would therefore be difficult for the concessionaire to implement. The Tender Scrutiny and Evaluation Committee (TS and EC) decided that the benchmark for NRW shall be as per CPHEEO norms and the concessionaire shall adhere the same.
14	Annexure V, SLNo.4 Table	From the referred table, it is mentioned that the proposed NRW reduction shall be 5% after Implementation. From the referred table, it is mentioned that the proposed NRW reduction shall be 5% after implementation which is not practically achievable. Hence we request you to kindly revise the benchmark to 15% to 20%.	Please refer Pre-Application Query No 42 (First call) attached to the document.
15	Annexure V, SLNo.7 Table	Adequacy of Treatment & Disinfection and quality of water supplied -100% EPC of treatment plant ( Except Disinfection) is not a part of the bidder, How bidder can ensure the Adequacy of Treatment ? kindly provide the data of the existing treatment facility to check the adequacy	The specific details may be provided in the RFP.

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16	Annexure V, SLNo.8 Table	<p>Cost recovery in water supply services - 100%” We request you to kindly elaborate the proposed Indicator “Cost recovery in water supply services - 100%” with respect to the Performance target. How bidder will have control OR responsible for the same?</p>	<p>The Tender Scrutiny and Evaluation Committee (TS and EC) discussed the existing tender conditions and noticed that the conditions are very stringent and would therefore be difficult for the concessionaire to implement. The Tender Scrutiny and Evaluation Committee (TS and EC) decided that the conditions with respect to collection and recovery shall be revisited before floating of the RFP. The specific details may be provided in the RFP.</p>
17	Annexure V, SLNo.9 Table	<p>Efficiency in Collection of Water Supply related charges - 95 %. This is not in control of the bidder, Please remove the same from the Water Supply - Project Benchmarks/ performance criteria</p>	
18	Annexure V	<p>Concession Period: 25 years, including 4 years of construction and O&amp;M for the entire 25 year period. It is indicated that O&amp;M period is 25 years i.e. facility to be taken over for O&amp;M from the Effective date of contract which is not possible. Kindly clarify that When the O &amp; M scope will start?  O&amp;M be taken over after 1st year so that bidder can take access the condition of the existing system for the smooth O &amp; M</p>	<p>The Tender Scrutiny and Evaluation Committee (TS and EC) discussed the issue regarding the O&amp;M of the existing facilities during the construction period. The Tender Scrutiny and Evaluation Committee (TS and EC) is on the view that it would be difficult for the concessionaire to operate and maintain the existing facilities immediately upon the execution of the concession agreement. The Tender Scrutiny and Evaluation Committee (TS and EC) concluded that as this query is specific to the RFP stage a decision with respect to the same shall be made at a later point of the time and communicated to the bidders under the RFP.</p>
19	Annexure V, Project details	<p>Operation and Maintenance (O&amp;M): Abstraction of water Please clarify the existing facility is adequate to Abstraction water as per the requirement and bidder need not required to modify / up graded existing facility. And in case same is required doing the contract period same will done by the CCMC at no cost to the contractor's</p>	<p>The specific details may be provided in the RFP.</p>

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20	Annexure V, Project details	Operation and Maintenance (O&M): Treatment Please clarify the existing water treatment facility is adequate to treat water as per the requirement and bidder need not required to modify / up graded existing facility. And in case same is required doing the contract period same will done by the CCMC at no cost to the contractor's	The specific details may be provided in the RFP.
21	Annexure V, Project details	Operation and Maintenance (O&M): any existing facilities' Please clarify the existing facility is adequate meet the contract requirement and bidder need not required to modify / up graded existing facility as part of his scope other than specifically mention in the EPC scope And in case same is required doing the contract period same will done by the CCMC at no cost to the contractor's	The specific details may be provided in the RFP.
22	Annexure V, Table - Project Capacity, Page	Project Capacity We request you to kindly provide the details on source of water available and clarify the way of addressing the projected future demand as enumerated in table named "project capacity"	The details will be provided at the stage of RFP.
23	Annexure V, Table - Project Capacity,	Project Capacity In view of growing population within the project area, there is a possibility of expansion of numbers of House service connections during O&M period. Hence we request you to kindly clarify the way of addressing the new HSCs envisaged and payment mechanism to the operator for the new connections.	The specific details may be provided in the RFP.
24	Annexure V, Table - Project Construction Cost:	Project Capacity It seems the figure mentioned in the table are old years figures , kindly revise the same i.e Base cost Sr.- (i) should be escalated to 17-18 and then further more escalation for 4 year construction period as per Sr.(ii)	RFQ terms confirmed

  
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25	General	Scope of clearances including environment clearance Kindly clarify the scope for the same, We assume that same will be by CCMC	The specific details may be provided in the RFP.
26	General	Scope of land Kindly clarify that CCMC will provide adequate land, its peaceful possession and unrestricted use ("Site") on lease hold basis for the construction in line with scope mentioned as EPC	The specific details may be provided in the RFP.
27	General	Scope of ROU/ROW Kindly clarify that ROU/ROW will be made available for laying the piping and other construction activity	The specific details may be provided in the RFP.
28	General	Scope of Power Kindly clarify that adequate electricity will be made available on 24 X 7 basis from the nearby substation/ supply point or provide status of availability of electrical infrastructure near to site.	The specific details may be provided in the RFP.
29	General	Ownership of the plant We understand that The ownership of assets for which investment is made by the contractor will remain with the contractor till the expiry of contract period <b>Ownership</b> of the project to be clarified as it is important for financing of the project. It has to be clarified whether concessionaire can mortgage project assets for financing of the project.	The specific details may be provided in the RFP.
30	General	Concession Agreement We request you please provide the draft copy of the Concession Agreement OR Minimum as key terms of the Concession Agreement	The Draft concession agreement will be provided at RFP Stage.
31	General	Payment Security Mechanism Kindly clarify the Payment Security Mechanism like FDR or upfront letter of credit on revolving basis for a value of six/twelve months contract value to secure the payments to be made to the SPV for each year of the Term.	The Payment security mechanisms will be clarified in RFP stage

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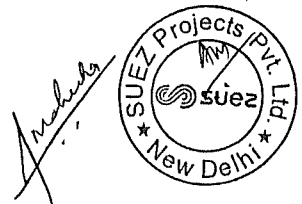
32	General	Penalties in case the deterioration in the plant performance Kindly clarify the penalties applicable in case of deterioration in the plant performance.	The specific details may be provided in the RFP.
33	General	NCB/ICB We understand that this project/tender is based on International Competitive Bidding (ICB). All applicable taxes shall be borne by the Concessionaire unless otherwise agreed upon in the Concession Agreement.	The Tender is based on National Competitive Bidding
34	General	We request CCMC to clarify the following so that bidder can calculate applicable taxes and duties for this project. 1. Will issue the form "C"? 2. Is CCMC is exempted for Service Tax during EPC and O & M under mega exemption notification? 3. Is this International Competitive Bidding (ICB) and duties benefit is available as per Govt. policy? 4 for imported equipment, Custom Duty exemption is applicable as per the policy of the Government of India for drinking water projects. 5. This particular bidding is for a Drinking Water Plant hence any duty benefit is applicable as per the policy of the Government of India? Request you to provide the tax clauses separately to understand all the above mentioned taxes and any other	All the Clauses will be addressed as per statute inforce.
35	General	Letter of Invitation-Point-a Please provide details of existing facilities like Reservoirs, treatment plants, distribution system etc.	The details will be provided at RFP Stage
36	General	Letter of Invitation - point-b Progressive Up gradation of existing facilities involves, any new treatment plants, construction of reservoirs additional pumping station etc. Kindly confirm	Please refer query no.21

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37	General	General point. Change in raw water quality of existing source/ new source of raw water During O & M period of 21 years; if quality of raw water is changed due to any reason, which may necessitate additional treatment/equipment to suit potable water quality, what is the provision for meeting additional Equipment cost or O & M cost.	Please refer query no. 15,20 and 21
38	General	Supply bulk water to wayside villages - Please clarify approximate quantity of Bulk Water supply to Wayside villages during the concession period.	The specific details may be provided in the RFP.
39	General	Requirement of Additional Pumping stations Please confirm whether CCMC will arrange for requisite Land and Power for additional pumping stations wherever required.	The details will be provided in the RFP stage
40	General	Provision for alternate Power supply system Please confirm whether Concessionaire is required to make alternate Power supply system (DG sets) for existing, new or additional pumping stations and treatment plants	The details will be provided in the RFP stage
41	Section IV, Cl. No. 1 (A2) (i)	Experience in operation and maintenance of continuous pressurized urban water supply distribution system with more than <b>50,000 (Fifty Thousand)</b> drinking water connections for a continuous period of three (3) years in the last ten (10) years or for a period of five (5) years within the last ten (10) years with a continuous period of at least two (2) years in a city; Query: Experience in operation and maintenance of continuous pressurized urban water supply distribution system with more than <b>48,000 (Forty Eight Thousand)</b> drinking water connections for a continuous period of three (3) years in the last ten (10) years or for a period of five (5) years within the last ten (10) years with a continuous period of at least two (2) years in a city;	RFQ terms confirmed.

  
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42	Section Iv, Cl. A2, Pg. 29	<p><b>(A2) Technical Capacity – O&amp;M</b>  The Applicant with respect to operation and maintenance of projects shall, over the past 10 (ten) financial years preceding the Application Due Date, have</p> <p>(i) experience in operation and maintenance of continuous pressurized urban water supply distribution system with more than 50,000 (Fifty Thousand) drinking water connections for a continuous period of three (3) years in the last ten (10) years or for a period of five (5) years within the last ten (10) years with a continuous period of at least two (2) years in a city;</p> <p>(ii) experience in managing any one of the urban utility services viz., Water, Power, Telecom and Gas distribution involving billing, collection and customer management for more than Fifty Thousand (50,000) connections for a continuous period of three(3) years in the last ten (10) years or for a period five (5) years within the last ten (10) years with a continuous period of atLeast two (2) years in a city.</p> <p>such that the Applicant meet the criteria under (A2) (i) and (ii) above (the “Threshold Technical Capacity – O&amp;M”).</p> <p>We request you to please modify the clause as follows...</p> <p><i>The applicant either meets the criteria A2 (i) or (ii) as mentioned below.</i></p> <p>Such that the Applicant meet the criteria under (A2) (i) or (ii) above (the ‘Threshold Technical Capacity – O&amp;M’).</p> <p>Critical Dates: Last date of submission of Application in response to RFQ (Second call)</p> <p>Please confirm this is Hard copy or Online Submission?</p>	RFQ Terms confirmed.
43	NIT		The submission of the application shall be in both hardcopy and through online as per the PPP rules

  
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CONFIDENTIAL

44	NIT	Last date of submission of Application in response to RFQ (Second call) : 27-Mar-2017 up to 15.00 hours  We need time for preparation of RFQ documents therefore we request you to please extend the submission date by 6 weeks from the current date. Please accept and confirm.	RFQ terms confirmed.
45	General	Concession Agreement  We request for a tripartite Concession agreement between CCMC, Concessionaire and State Government. Are they signatory to the CA? Please confirm.	The specific details may be provided in the RFP.
46	General	Power Supply & Charges  During O&M, please confirm that the Power Supply and charges are in scope of Concessionaire?	The details will be provided in the RFP stage
47	General	Estimated cost of the project & Payment  The DPR (detailed project report) has been prepared by consultant in the year 2013 and arrived the estimated cost of the project for EPC Rs 556.67 crores; however there is high price increase in all commodities and index prices hence the EPC cost for quoting in year 2017-18 naturally will be higher than the DPR estimated cost of the project. Considering this, the share of annuities from central, state and corporation are also to be increased in line to match the current/quoted EPC cost or kindly confirm what would be the extra fund arrangement to match the deficit amount. <u>This is a very high risk, we request you to kindly look in to the funding mechanism.</u> Please review and confirm.	Please refer query no. 2

  
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**REQUEST FOR PROPOSAL  
DOCUMENT**

**FOR**

**SELECTION**

**OF**

**CONTRACTOR - CUM - O&M SERVICE PROVIDER**

**THROUGH COMPETITIVE BIDDING PROCESS**

**FOR**

**IMPLEMENTATION OF  
24x7 WATER SUPPLY SYSTEM  
IN THE CITY OF COIMBATORE**

**ISSUED BY**

**COIMBATORE CITY MUNICIPAL CORPORATION**

  
**COMMISSIONER  
COIMBATORE CORPORATION**



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*[Signature]*

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**COMMISSIONER**  
**COIMBATORE CORPORATION**



**Coimbatore City Municipal Corporation**

**LETTER OF INVITATION**

Dated [•]

To,

*[Insert name and address of bidder]*

Sub: RFP for Implementation of 24x7 Water Supply System in the City of Coimbatore

Dear Sir,

Pursuant to your submission in response to our Request for Qualification for the subject stated project, the RFQ, you were short listed as a Bidder.

You are requested to participate in the RFP Stage and submit your Bid (as defined hereinafter) either by post or courier or by hand for the subject stated project in accordance with the RFP document enclosed herewith.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Signatory)

  
**COMMISSIONER  
COIMBATORE CORPORATION**



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Coimbatore City Municipal Corporation

LETTER OF INVITATION

Dated [•]

To.

[Insert name and address of bidder]

Sub: RFP for Implementation of 24x7 Water Supply System in the City of Coimbatore

Dear Sir,

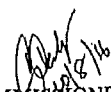
Pursuant to your submission in response to our Request for Qualification for the subject stated project, the RFQ, you were short listed as a Bidder.

You are requested to participate in the RFP Stage and submit your Bid (as defined hereinafter) either by post or courier or by hand for the subject stated project in accordance with the RFP document enclosed herewith.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

  
COMMISSIONER  
COIMBATORE CORPORATION

(Signature, name and designation of the Signatory)

  
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COMMISSIONER  
COIMBATORE CORPORATION







### Disclaimer

The information contained in this Request for Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially Volume III ("Technical Terms of Reference"), may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses

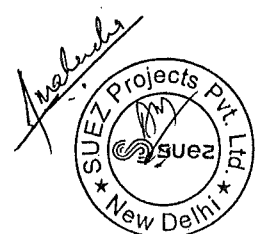
  
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**COIMBATORE CORPORATION**



*Amalika*

associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

  
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## Glossary

<b>Authority</b>	As defined in Clause 1.1.4
<b>Associate</b>	As defined in Clause 2.1.14
<b>Bank Guarantee</b>	As defined in Clause 2.20.1
<b>Bid</b>	As defined in Clause 1.2.2
<b>Bidders</b>	As defined in Clause 1.2.2
<b>Bidding Documents</b>	As defined in Clause 1.1.10
<b>Bid Due Date</b>	As defined in Clause 1.1.10
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Bid Stage</b>	As defined in Clause 1.2.1
<b>Concession</b>	As defined in Clause 1.1.5
<b>Concession Agreement</b>	As defined in Clause 1.1.5
<b>Concessionaire</b>	As defined in Clause 1.1.5
<b>Conflict of Interest</b>	As defined in Clause 2.1.14
<b>Damages</b>	As defined in Clause 2.1.14
<b>Estimated Project Cost</b>	As defined in Clause 1.1.4
<b>Feasibility Report</b>	As defined in Clause 1.2.3
<b>LOA</b>	As defined in Clause 3.3.5
<b>Member</b>	Member of a Consortium
<b>PPP</b>	Public Private Partnership
<b>Project</b>	As defined in Clause 1.1.4
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in the Disclaimer
<b>RFQ</b>	As defined in Clause 2.1.2
<b>Successful Bidder</b>	As defined in Clause 3.3.1

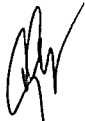
The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

  
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**Invitation for Proposals**



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## Coimbatore City Municipal Corporation

### 1. INTRODUCTION

#### 1.1 Background

##### 1.1.1 About Coimbatore

Coimbatore also known as Kovai, is a city in India. It is the second largest metropolitan city and urban agglomeration after Chennai in the Indian state of Tamil Nadu. It is one of the fastest growing tier-II cities in India and a major textile, industrial, commercial, educational, information technology, healthcare and manufacturing hub of Tamil Nadu. Other important industries include software services. It is the capital city in the Kongu Nadu region and is often been referred to as the Manchester of South India. The city is located on the banks of the Noyyal River surrounded by the Western Ghats and is administered by the Coimbatore Municipal Corporation. Coimbatore has been ranked 4th among Indian cities in investment climate by CII and ranked 17th among the top global outsourcing cities by Tholons. Coimbatore is the fourth largest metropolis in South India. Coimbatore city is the administrative capital of Coimbatore district.

##### 1.1.2 Demographic Characteristics

As per the 2011 census, the Urban Local Body had a population of 1,601,438. In the urban agglomeration, males constitute 50.08% of the population and females 49.92%. Coimbatore has an average literacy rate of 89.23%, higher than the national average of 74.04%. Male literacy is 93.17% and female literacy is 85.3% with 8.9% of the population under 6 years of age. The Sex ratio was 964 females per 1000 males. In 2011, the population density in the city was 10,052 per km<sup>2</sup> (26,035 per mi<sup>2</sup>).

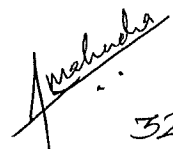
##### 1.1.3 Rationale for the Project

Water supply distribution, as a national scenario, is being performed as an intermittent service rendered, subject to limitations contained in various water supply schemes. Decision has been taken at national level that, as far as possible, water distribution in urban areas should be provided as a continuous service for 24 hours a day and 365 days in a year, with occasional minor interruptions as may be permitted by the relevant government authorities. This has been widely accepted by all the States in India. Efforts have been commenced for converting the existing water supply systems to 24 x 7 levels through appropriate improvements.

As a pioneer exercise of improving its service levels, the Authority has decided to upgrade the existing water supply system in the core areas, so that it will provide 24 x 7 water supply to all its customers.

  
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#### 1.1.4 The Proposed Project

Coimbatore City Municipal Corporation (the "Authority") is desirous to select an entity who shall upgrade, operate and maintain the existing water supply system in Coimbatore City into 24x7 water supply system ("Project") that the Project shall be executed by the Successful Bidder adjudged as successful pursuant to the bidding process under this RFP. The Project shall be implemented through public-private partnership (the "PPP") model on Build, Transfer and Operate (the "BTO") basis in two stages i.e., construction under the engineering, procurement and construction stage and the operation and maintenance of the Project under the O&M stage. A part of the capital expenditure required for the Project shall be incurred from the grants to be received from the Authority, the Government of India ("GOI"), Government of Tamil Nadu ("GOTN") as per the provisions of the JNNURM scheme and the Tamil Nadu Infrastructure Development Board ("TNIDB"). Brief particulars of the Project are as follows:

Name	Broad Details of existing facilities	Estimated Construction Cost (In Rs. cr.)	Project
Up gradation of the existing water supply and distribution system in the city of Coimbatore into a 24x7 water supply system	Feeder Mains – 105 kms Supply in 63 zones 1.50 lakh household connections	556.57	

1.1.5 The Successful Bidder, who is either a company incorporated under the Companies Act, 1956/ 2013 or undertakes to incorporate as such prior to execution of the project agreement (the "Concessionaire"), shall be responsible for development of the Project on build, transfer and operate basis under and in accordance with the provisions of agreement for development cum operation and maintenance (the "Concession Agreement") to be entered into between the Successful Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

#### 1.1.6 Scope of Work

The scope of work involved in the implementation of the Project shall be as follows:

1.1.6.1 Engineering, Procurement, and Construction (EPC) stage: The EPC stage would primarily focus on the up-gradation into 24x7 water supply system of the existing water supply and distribution system in the city of Coimbatore consisting of the following:

- Feeder Mains: 105 Km
- Sump, Pumpsets and Diesel Generators
- Service Reservoirs: 29 nos. with 40.20 ML Capacity
- Distribution system: 63 Zones of 1470 Kms Pipe length
- House Service Connections (1.5Lakh Nos.)
- Special Components such as:
  - Automatic Hand Held Meter reading System (5 Nos.)
  - Any Time Payment Machine (5 Nos)
  - Bulk Water Meter With Data Logger (101 Nos)

  
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- Gas Chlorination Disinfection (2Nos)
  - Rider Mains of 90 Kms Length
- g. Common Components such as:
- Water Quality Test Laboratory (1 No)
  - SCADA for Monitoring (1 No)

1.1.6.2 Operation and Maintenance (O&M) stage: The O&M stage would primarily focus on operation management and maintenance of the 24x7 water supply system, broadly consisting of the following activities:

a. Operation of the 24X7 water supply system consisting of activities such as:

- Storage and distribution of water to customers with the agreed boundary
- Billing, collection and entire customer service

b. Management and Maintenance of the 24x7 water supply system consisting of the following activities:

- Leakage detection and prevention
- Providing new connections
- Repair and replacement of existing/newly created assets
- Monitoring and reporting
- Generating bills of the customers on behalf of the Authority, collection of moneys from such customers and depositing the same into an escrow account as well as timely submission of reports containing the details of the defaulters to the Authority for necessary action.

1.1.7 The estimated construction cost of the Project (the "Estimated Project Construction Cost") has been specified in Clause 1.1.4 above. The assessment of actual costs, including the O&M component however, will have to be made by the Bidders.

1.1.8 The Authority shall execute the Concession Agreement which shall provide the detailed terms and conditions for grant of rights for the development and operation of the Project.

1.1.9 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.10 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bid (the "Bid Due Date").

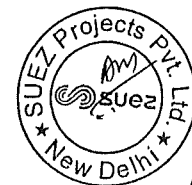
  
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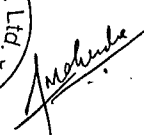


## 1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first stage (the "Qualification Stage") of the process involved pre-qualification of interested parties/ Consortia in accordance with the provisions of the RFQ. At the end of the Qualification Stage, the Authority short-listed Applicants who are eligible for participation in thesecond stage of the Bidding Process (the "Bid Stage") comprising Request for Proposal.
- 1.2.2 In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the "Bidders", which expression shall, unless repugnant to the context, include the Members of the Consortium) are being called upon to submit their respective technical proposal and financial proposal (the "Bid") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date ("Bid Validity Period").
- 1.2.3 The Bidding Documents include the draft Concession Agreement for the Project. The statement on the scope of work in the Project prepared by the Authority through its consultants ("Technical Terms of Reference") is also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs.5.6 crores (the "Bid Security"), refundable not later than 60(sixty) days from the expiry of the Bid Validity Period, except in the case of theSuccessfulBidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, itsvalidity period shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids and implementation of the Project.
- 1.2.6 The Bidderwho has quoted the lowest as per the financial proposal shall be adjudged successful pursuant to the RFP or such Bidder selected vide Clause 3.4.3 or 3.4.4 shall be selected as the Successful Bidder.
- 1.2.7 The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Successful Bidder in case such Successful Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Successful Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the

  
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officer designated in Clause 2.11.2 by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for Implementation of 24x7 Water Supply System in the City of Coimbatore”.

1.2.9 Details of the process to be followed at the Bid Stage and the terms thereof are provided in this RFP.

### 1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Date
1. Pre-Bid Conference	08-02-2016
2. Authority response to queries latest by	16-02-2016
3. Bid Due Date	26-02-2016 up to 3.00 pm
4. Opening of Bids	26-02-2016 at 4.00 pm
5. Validity of Bids	180 days of Bid Due Date
6. Signing of Concession Agreement	Within 45 days of award of LOA

### 1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: 08-02-2016

Time: 11.00 am

Venue: Corporation Office.

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL


#### 2.1. General terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, shall have the meaning assigned thereto in the Request for Qualification document for the Project (the “RFQ”).

  
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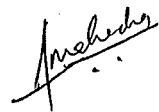


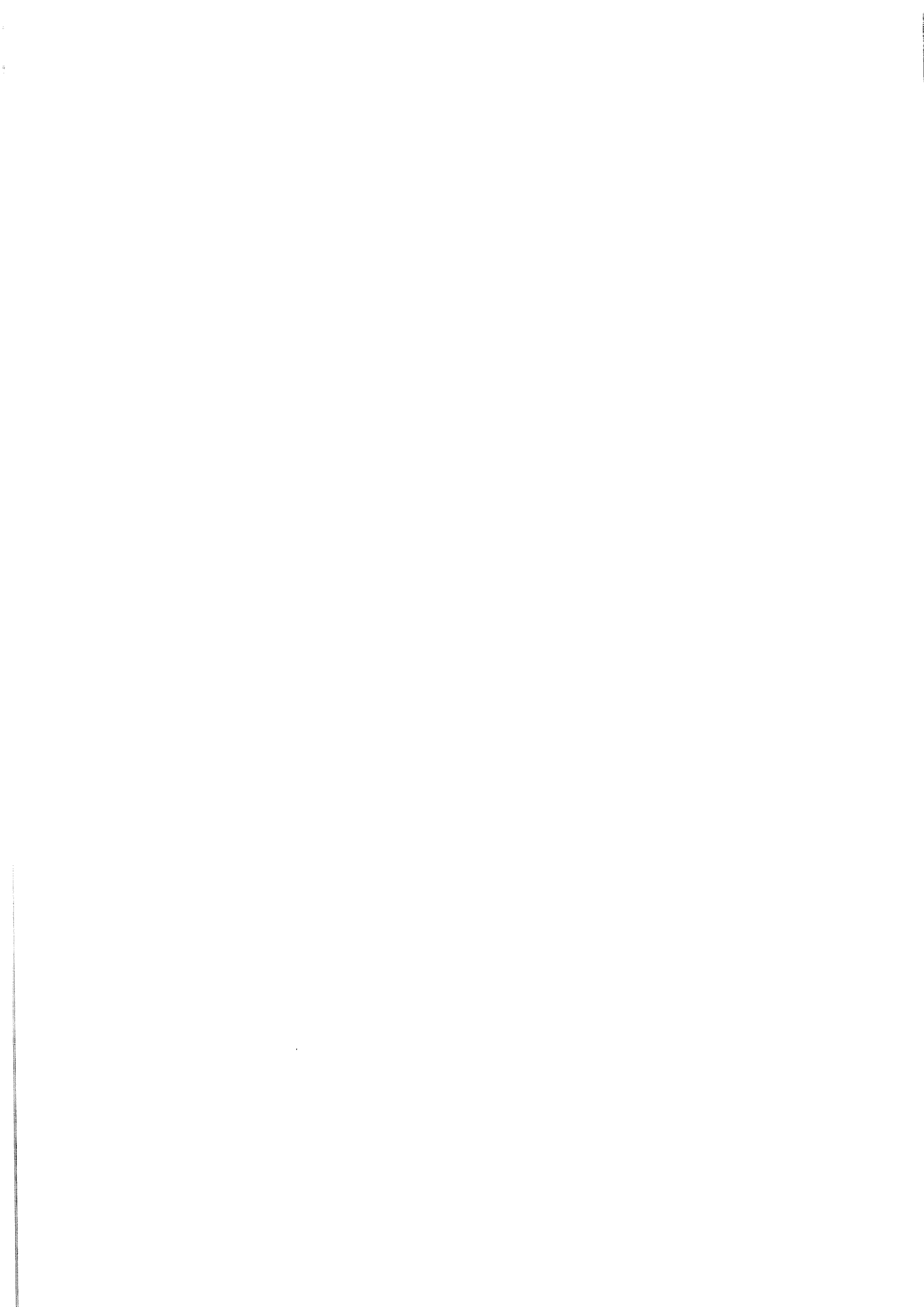
  
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- 2.1.3 The Technical Terms of Reference is being provided only as a preliminary reference document by way of assistance to the Bidders. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in Technical Terms of Reference shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of Technical Terms of Reference.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Bid should be furnished in the format at Appendix- VI, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Bidder shall deposit the Bid Security in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II.
- 2.1.7 The validity period of the Bank Guarantee shall not be less than the Bid Validity Period, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from expiry of the Bid Validity Period, except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

  
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2.1.14 The Bidder having a conflict of interest that affects the Bidding Process shall not be permitted to participate/continue in the Bidding Process. The Bidder shall be deemed to have a conflict of interest, if:

- (i) the Bidder, a Member of a Consortium or their Associate, as the case may be, (or any constituent thereof) and any other individual Bidder, a Member of another Consortium or any of their Associate thereof, as the case may be, (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of the Bidder, a Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed equity share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance, company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - (b) subject always to the sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or

  
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- (vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project. Provided that this clause shall not apply where such advisor was engaged by the Bidder or Respondent, its member or associate in the past but such engagement expired or was terminated 6 (six) months prior to the date of issue of concerned tender document or where such advisor is engaged after a period of 3 (three) years from the date of commercial operation of the project.

For the purpose of the above clause, in addition to the Bidder, the Consortium Members should also individually comply with the requirements specified. Any Bidder, being a consortium and found to have a conflict of interest may be allowed to continue in the Bidding Process subject to the condition that such a Bidder (consortium) within 10 (ten) days from the Bid Due Date removes the member which suffers such conflict of interest.

- 2.1.15 An Bidder shall be liable for disqualification if any legal, financial or technical adviser of Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the expiry of the Bid Validity Period.

For the purpose of the above clause, in addition to the Bidder, the Consortium Members should also individually comply with the requirements specified.

An individual Bidder including any Member or their Associate, as the case may be, should in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the individual Bidder, Member or their Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where an Bidder claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

For purposes of this RFP, the term "Associate" shall mean, in relation to the Bidder/Consortium Member, shall mean, in relation to a specified person, any other person who either directly or indirectly controls, is controlled by or is under the common control with such specified person (for the purpose this definition, the expression "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means with respect to a person which is a company or

  
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corporation, the ownership, directly or indirectly, of more than twenty six percent (26%) of the voting shares of such person and/or the power to direct the management and policies of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise).

2.1.16 This RFP is not transferable.

2.1.17 Any award of the Project to the Successful Bidder pursuant to this RFP shall be subject to the terms of Bidding Documents.

## 2.2 Change in composition of the Consortium

2.2.1 Change in the composition of a Consortium may be permitted by the Authority, only where:

- (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
- (b) the Lead Member continues to be the Lead Member of the Consortium;
- (c) the substitute is at least equal, in terms of Technical Capacity and Financial Capacity, to the Consortium Member who is sought to be substituted;
- (d) the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for the Bidders; and
- (e) the new Member(s) expressly adopt(s) the Application and Responses already made on behalf of the Consortium as if it were a party to it originally, and
- (f) the new Member(s) is not an Bidder/Member/Associate of any other Consortium bidding for this Project.
- (g) the new Member(s) do not have a Conflict of Interest in terms of the RFP and the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders (Public Private Partnership Procurement) Rules, 2012.
- (h) The approval for change in the composition of the Consortium shall be at its sole discretion of Authority and shall be communicated to Bidder or Consortium in writing.
- (i) The reconstituted consortium shall submit a revised joint bidding agreement.

Notwithstanding anything to the contrary contained in this Clause 2.2.1, an Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest.

2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

  
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2.2.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement in the form at Appendix – V and a Power of Attorney, substantially in the form at Appendix-IV, prior to the Bid Due Date.

2.2.4 The option of change in composition of the Consortium which is available under Clause 2.2.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been pre-qualified.

### 2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed pursuant to the RFQ on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2<sup>nd</sup> (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six percent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five percent) of the Estimated Project Construction Cost. The Members of the Consortium shall together hold at least 51% of the paid up and subscribed equity share capital in the Concessionaire till the expiry of the Concession Period and the Member of the Consortium whose technical experience in Operations and Maintenance (O&M) were considered for qualification during the RFQ stage should hold not less than 11% of the paid up and subscribed equity share capital in the Concessionaire subsequent to the minimum lock in period as stated hereinabove. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Successful Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the terms of the Concession Agreement and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Contractor. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

### 2.4 Cost of Bidding

  
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The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## 2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

  
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2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Bidder adjudged successful pursuant to Clause 3.4 gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.4.3 and 3.4.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or having executed the Concession Agreement, and if the Successful Bidder has already been issued the LOA or has executed the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

## B. DOCUMENTS

### 2.7 Contents of the RFP

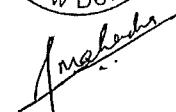
2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

  
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## Appendices

- I. Letter comprising the Bid
- II. Format of Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Format of Jt, Bidding Agreement
- VI. Format for Financial Proposal

2.7.2 The draft Agreement and the Technical Terms of Reference provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

## 2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 2.11.2. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## 2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## C. PREPARATION AND SUBMISSION OF BIDS

2.10 The Format and Signing of Bid and Preparation of the Bid

  
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- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- 2.10.3 The Bid shall comprise of two submissions, the technical proposal and the financial proposal.

Technical Proposal:

The technical proposal shall consist of the following:

- (a) Appendix-I (Letter comprising the Bid);
- (b) Power of Attorney for signing the Bid as per the format at Appendix-III;
- (c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;
- (d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-V;
- (e) Bid Security submitted in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank;
- (f) A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) or (c) above, as the case may be.

Financial Proposal:

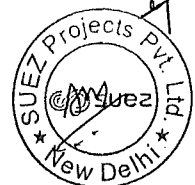
The financial proposal of the Bidder shall consist of a composite quote for the both the stages of the Project, EPC stage and O&M stage. The financial proposal shall be submitted in the format at Appendix - VI. Along with the financial proposal the Bidder shall also submit a financial plan providing the financial projections, setting forth the capital and operating costs and revenues from the O&M of the additional project facilities to be developed in the Project, including a description of the assumptions and parameters used for making calculations and projections therein.

**2.11 Sealing and Marking of Bids**

- 2.11.1 The Bidder shall submit the Technical Proposal and the Financial Proposal in separate envelopes in the format specified at Appendix-I and Appendix - VI, and seal it in a large outer envelope and mark the envelope as:

“Bid for Implementation of 24x7 Water Supply System in the City of Coimbatore”

  
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and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.2 Each of the envelopes shall be addressed to:

ATTN. OF:	The Commissioner, Coimbatore City Municipal Corporation
ADDRESS:	[•]
E-MAIL ADDRESS	[•]

2.11.3 If any of the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.4 Bids submitted by e-mail shall not be entertained and shall be rejected.

2.11.5 The Bidders shall submit the Technical and Financial proposals in two sets, one being original and the other a true copy. The original and the copy shall be bound together in hard cover and the pages shall be numbered serially, with each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. The true copy of the Bid shall be placed in a separate envelope and marked "True Copy of Bid for Implementation of 24x7 Water Supply System in the City of Coimbatore".

## 2.12 Bid Due Date

2.12.1 Bids should be submitted before [•] hours IST on the Bid Due Date at the address provided in Clause 2.11.2 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.2.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

## 2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## 2.14 Contents of the Bid

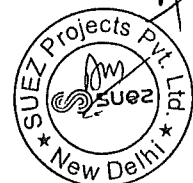
2.14.1 The Bid shall be furnished in the format at Appendix-I and shall consist of both the technical proposal and the financial proposal.

2.14.2 Generally, the Project will be awarded to the Bidder who offers the lowest price.

2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

  
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**2.15 Modifications/ Substitution/ Withdrawal of Bids**

- 2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**2.16 Rejection of Bids**

- 2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

**2.17 Validity of Bids**

The Bids shall be valid for the Bid Validity Period. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

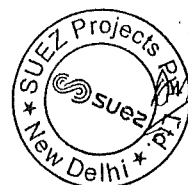
**2.18 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

**2.19 Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

  
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## D. BID SECURITY

### 2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India, in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 240 (two hundred forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.20.3 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 60 (sixty) days from the expiry of the Bid Validity Period.
- 2.20.4 The Successful Bidder's Bid Security will be returned, without any interest, upon the Contractor signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if:
- (a) a Bidder submits a non-responsive Bid;
  - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
  - (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (d) the Successful Bidder fails within the specified time limit -
    - (i) to sign and return the duplicate copy of LOA; or
    - (ii) to sign the Concession Agreement; or

  
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(iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.

(e) the Successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

### 3. EVALUATION OF BIDS

#### 3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Bids at [\*] hours on the Bid Due Date in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### 3.2 Tests of responsiveness

3.2.1 As part of evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- (a) it is received as per the format at Appendix-I;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
- (d) it is accompanied by the Bid Security as specified in Clause 2.1.7;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.8 and 2.1.9, as the case may be;
- (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

  
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### 3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid has been adjudged as responsive as per Clause 3.2 and has submitted the lowest financial proposal shall be adjudged successful pursuant to the RFP (the "Successful Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.3.2 In case where two or more Bidders quoted the same financial proposal, the Authority shall select the Successful Bidder by taking into account the aggregate technical experience score of each such Bidder in the RFQ stage and the Bidder who has received the highest score in the RFQ stage shall be adjudged the Successful Bidder.
- 3.3.3 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.4 After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder to execute the Concession Agreement within the period prescribed in Clause 1.3.

### 3.4 Contacts during Bid Evaluation

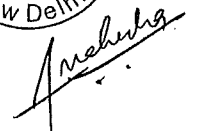
Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Successful Bidder or the other Bidders, as the case may be, if it determines that the Successful Bidder or the other Bidders, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

  
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- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or the Successful Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

  
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*Anand*

5. **PRE-BID CONFERENCE**

- 5.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. **MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Coimbatore or in the state of Tamil Nadu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
  - (b) the RFQ.

i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

  
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**Appendices**

**APPENDIX-I**

**Letter comprising the Bid**  
*(Refer Clauses 2.1.5 and 2.14)*

Dated:

To,

.....  
.....  
.....

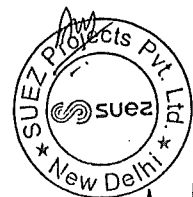
Sub: RFP for Implementation of 24x7 Water Supply System in the City of Coimbatore

Dear Sir,

1. With reference to your RFP document dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Successful Bidder/Concessionaire for the execution of the Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members<sup>e</sup> or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

<sup>e</sup> If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

  
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- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five percent) of the Net Project Construction Cost. The Members of the Consortium shall together hold at least 51% of the paid up and subscribed equity share capital in the Concessionaire till the expiry of the

  
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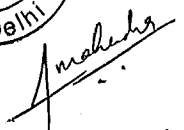
Concession Period and the Member of the Consortium whose technical experience in Operations and Maintenance (O&M) were considered for qualification during the RFQ stage should hold not less than 11% of the paid up and subscribed equity share capital in the Concessionaire subsequent to the minimum lock in period as stated hereinabove. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

15. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
16. I/ We understand that the Successful Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.
17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Successful Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date.
19. I/We have studied all the Bidding Documents carefully and also surveyed the site and analysed the details of the Project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/We offer a Bid Security of Rs..... (Rupees..... only) to the Authority in accordance with the RFP Document.
21. The Bid Security in the form of a Bank Guarantee is attached.
22. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

  
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24. The financial proposal has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement in accordance with the terms therein.}
27. I/ We shall keep this offer valid during the Bid Validity Period specified in the RFP.
28. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:(Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

  
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*Ameluh*

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APPENDIX-II

Format of Bank Guarantee  
(Refer Clauses 2.1.7 and 2.20.1)

B.G. No.[•]

Dated: [•]

1. In consideration of you, ....., having its office at ....., (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of .....(a company registered under the Companies Act, 1956/ 2013) and having its registered office at .....(and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for **Implementation of 24x7 Water Supply System in the City of Coimbatore** on BTO basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs..... (Rupees ..... only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).

  
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4. This Guarantee shall be irrevocable and remain in full force for a period of 240(two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

  
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11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [•] (Rupees [•] only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [•].

Signed and Delivered by .....Bank

By the hand of Mr./Ms ....., its .....and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

  
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APPENDIX-III

Power of Attorney for signing of Bid  
(Refer Clause 2.1.9)

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **Implementation of 24x7 Water Supply System in the City of Coimbatore** proposed or being developed by the ..... (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

  
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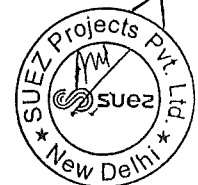
Accepted  
Notarised

(Signature, name, designation and address  
of the Attorney)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

  
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APPENDIX-IV

**Power of Attorney for Lead Member of Consortium**  
(Refer Clause 2.1.10)

Whereas the ..... (the "Authority") has invited bids from pre-qualified and short-listed parties for the Implementation of 24x7 Water Supply System in the City of Coimbatore(the "Project").

Whereas, ....., ..... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

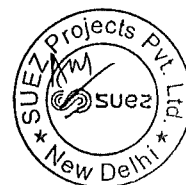
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at .....(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

  
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**COIMBATORE CORPORATION**



For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

  
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*Amelinda*

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APPENDIX - V

Format of Joint Bidding Agreement

(To be executed by and between the Consortium Members, as applicable on Non-Judicial Stamp Paper of Rs.100 and duly notarized.)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 2015 (the "Agreement") AMONGST

1. [●], a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. [●], a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [●], a company incorporated under the (Indian) Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRSTPARTY, SECONDPARTY and THIRD PARTY are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- A. The Coimbatore City Municipal Corporation, hereinafter referred to as "CCMC") has invited applications by its Request for Qualification No. .... dated ..... (the "RFQ") for qualifying and selecting applicant for implementing a 24x7 water supply system by upgrading the existing water supply infrastructure in the city of Coimbatore into a 24x7 water supply system to be implemented on build, operate, manage and maintain basis (the "Project") under Build, Transfer and Operate model;
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of this RFQ; and
- C. It is a necessary condition under the RFQ that the members of the Consortium shall enter into a joint bidding agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

  
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2. **Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared the successful bidder pursuant to the Bid Stage and awarded the Project, it shall incorporate a Special Purpose Company under the Companies Act, 2013 for entering into a Concession Agreement with CCMC as required by and in accordance with the RFQ for performing all its obligations as the concessionaire in terms of the Concession Agreement for the Project.

4. **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below.

- (a) The First Party shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the special purpose company shall become effective.
- (b) The Second Part and Third Part shall respectively perform the following obligations in relation to the implementation of the Project:
  - (i).....
  - (ii).....

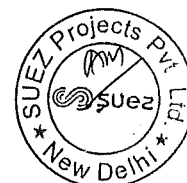
5. **Joint and Several Liabilities**

The Parties do hereby undertake to be individually, jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFQ, the Concession Agreement and for the performance of the concessionaire's obligations under the Concession Agreement.

6. **Shareholding in the Special Purpose Company**

- (a) The Parties agree that the percentage of shareholding among the Parties in the Special Purpose Company shall be as follows:  
  
First Party: [●]  
Second Party: [●]  
Third Party: [●]
- (b) Subject to the terms of the Concession Agreement, the Parties undertake that, except with the prior written consent of CCMC, they shall not permit and ensure that the

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Special Purpose Company shall not permit a change in the above state shareholding pattern of the Special Purpose Company so that the Parties are in compliance with the following restrictions:

- (i) Till the achievement of the commercial operation date of the Project, as per the Concession Agreement and until the expiry of 2 years there from each such Member in the Consortium whose financial capacity (net worth) or technical capacity is evaluated for the purposes of this RFQ shall subscribe and continue to hold equity share capital not less than (a) 26% (twenty six percent) of the paid up and subscribed equity share capital in the Special Purpose Company and (b) at least 5% (five percent) of the Net Project Construction Cost;
- (ii) The Members of the Consortium shall together hold at least 51% of the paid up and subscribed equity share capital in the Special Purpose Company till the expiry of the Concession Period and the Member of the Consortium whose technical experience in Operations and Maintenance (O&M) were considered for qualification during the RFQ stage should hold not less than 11% of the paid up and subscribed equity share capital in the Special Purpose Company subsequent to the minimum lock in period as stated in Clause 6 (b) (i) above.
- (c) The Parties undertake that they shall comply with all equity lock-in requirements set forth herein or the Concession Agreement.
- (d) The Parties undertake that all members of the Consortium shall be liable jointly and severally for all obligations of the concessionaire in relation to the Project until the completion of EPC works and the First Party will in any case remain liable until the completion of the O&M Period.

#### 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) such Party is duly organised, validly existing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any applicable law presently in effect and having applicability to it;
  - (iii) violate the memorandum of association and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and

  
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(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

#### 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified in the Qualification Stage or is unsuccessful in the Bid Stage whereupon the bid security is returned by CCMC, as the case may be.

#### 9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of CCMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of the FIRST PARTY by:

(Signature)  
(Name)  
(Designation)  
(Address)

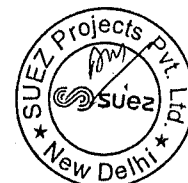
For and on behalf of SECOND PARTY

(Signature)  
(Name)  
(Designation)  
(Address)

For and on behalf of THIRD PARTY

(Signature)  
(Name)  
(Designation)  
(Address)

  
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COIMBATORE CORPORATION**



In the presence of:

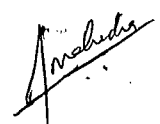
- 1.
- 2.

Notes:

1. *The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized and notarized in the jurisdiction where the Power of Attorney has been executed.*

  
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**APPENDIX VI**

**Format for Financial Proposal**

ORIGINAL

Date: [•]

The Commissioner  
Coimbatore City Municipal Corporation  
Coimbatore

Sub: Project for Implementation of 24x7 Water Supply System in the City of Coimbatore

Ref: RFP No. [•] dated [•]

Sir/Madam,

We have gone through the RFP and having fully understood the Scope of Work for the Project as set out in the RFP, we are pleased to submit the following Financial Proposal:

Composite Quote:

Sl. No	Particulars	Amount in Figure	Amount in Words
1	Composite Quote (Total of EPC Quote and O&M Quote for the Concession Period)		
2	EPC Quote		

Concession (Calculated Appointed Date)	Year from	O&M Quote ( Amount in Figure )	O&M (Amount in Words )
1			
2			
3			
4			
5			
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7			
8			
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We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP.

*Yours faithfully,*

*For and on behalf of (Name of Bidder)*

*Duly signed by the Authorised Signatory of the Bidder*

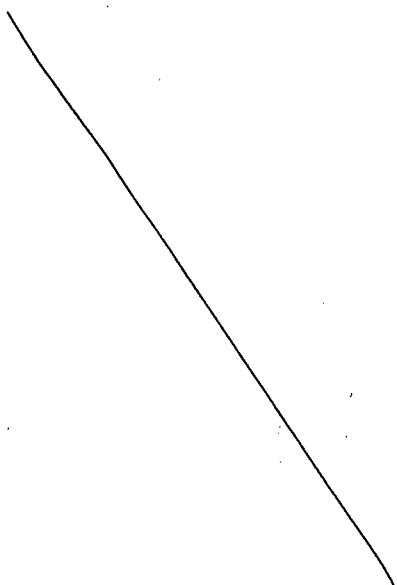
*(Name, Designation and Address of the Authorised Signatory)*

Sd /-  
Commissioner,  
Coimbatore Corporation.

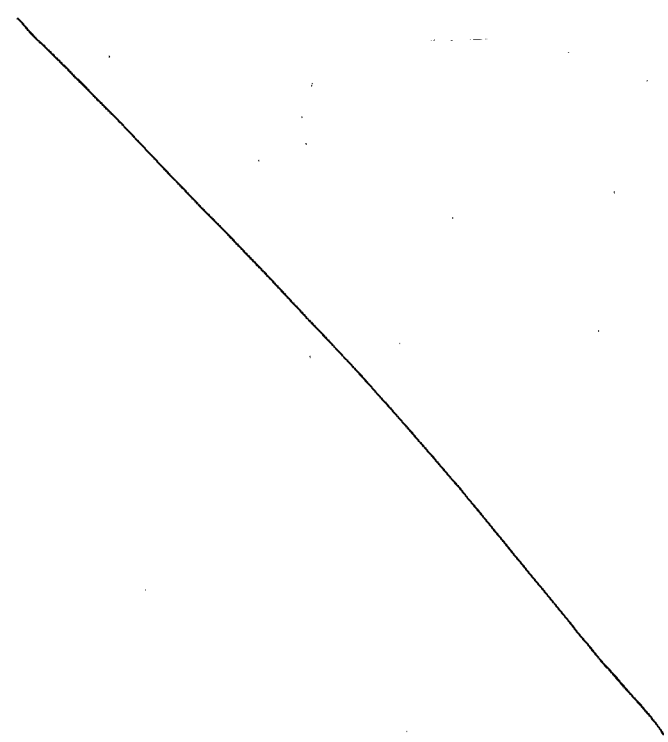
  
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*Amal...*



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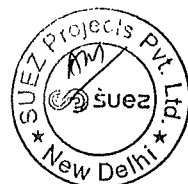
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**Responses to Pre-bid Queries**

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Responses/Clarifications
1	Construction Module, Volume III	Please provide clarity on the role of Concessionaire in rehabilitation of existing assets, construction of new assets and O&M of assets upstream of MBR, such as, intake, WTP, pumping stations, etc, before COD.  Who will be responsible for construction of new assets upstream of MBR, post COD? Please clarify.		Not applicable. It is hereby clarified that the EPC and O&M of the components to the upstream of the MSR (Including MSR) shall be the responsibility of CCMC Please refer Annexure - 1 for details..
2	Construction Module, Volume III	In case the Concessionaire is not required to carry out rehabilitation of existing assets upstream of MBR, please confirm that the handover of such assets from CCMC to Concessionaire will be after carrying out necessary rehab works to Concessionaire's satisfaction.  Please confirm.		Not Applicable. Please refer response to query no. 1
3	General RFP	1.Funding guarantee for staggered annuity amounts Payment – What's the financial support of GoTN to this project? 2.We request for a tripartite Concession agreement - CCMC, Concessionaire and State Government. Are they signatory to the CA?		1. The payments to the concessionaire as per the staggered annuity payment model shall be the responsibility of CCMC. Towards the EPC portion of the project CCMC has already availed fund support under the following schemes <ul style="list-style-type: none"> <li>JNLRUM Scheme - Central Government grant : Rs. 225.83 crores</li> <li>JNNURM Scheme - State Government grant : Rs. 90.33 crores</li> </ul>

  
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		<ul style="list-style-type: none"> <li>• TNIDB grant – Rs. 73.47 crores</li> <li>• The balance funding would be brought in by CCMC as per the Payment commitments under Staggered Annuity Model.</li> </ul> <p>Additionally,</p> <p>a) TNIDB would consider extending Payment towards Staggered Annuity beyond Four years of Construction subject to satisfactory progress in project activities.</p> <p>b) Entire water charges as well as 37.5% of the Property Tax collection will be earmarked towards Staggered Annuity Payments as the first priority.</p> <p>The Government of Tamil Nadu has issued a Government Order G.O.(Ms.) No. 130 dated 27.08.2015 towards the above.</p>	<p>The Consortium Members shall have a joint and several liability towards the performance of the obligations of the</p>
			<p>These clauses are not relevant in the context of this Contract Structure, as the shareholders will incorporate the SPV as a Company. Especially, Clause 1.5.2, as the payment at all times will be made through the Escrow Account to the Account of the</p>
4	Article 1.5.1 and 1.5.2, Vol. II		

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		Concessionaire (SPV) and not to Lead Member. We request you to delete Clause 1.5.	Concessionaire. Hence, Clause 1.5.1 shall be retained.  Clause 1.5.2 shall however stand deleted and payments due and payable to the Concessionaire shall be made to the Escrow Account in accordance with the terms of the Concession Agreement.
5	Article 1.5.1 and 1.5.2, Vol. II	The bidding companies shall be jointly & severally responsible, only till payment of Performance Securities for Construction and O&M. Please confirm. This is the standard practice of all similar projects.	Clause 1.5.1 shall be retained and the Consortium Members shall be liable for the performance of all the obligations of the Concessionaire in the manner contemplated in the Draft Concession Agreement.
6	Part II, clause 2.1.1, section II-O&M, pg. 234, Vol. III	Provision of power as well as the required back-up for the regular O&M to be under concessionaire scope. It is not possible to estimate the power consumption of future facilities at this stage. The Concessionaire shall give guarantees of specific power consumption in the CIP after studying the power load of existing and Additional Project Facilities. Within these power guarantees, the electricity bill should be paid directly by CCMC. Beyond the guaranteed power consumption, the Concessionaire shall be responsible for the additional units of Power. We request you to make Power costs pass through and not part of O&M Quote	Clause 1.5.2 shall stand deleted. It is hereby clarified that power cost to the downstream of MSRs shall be the responsibility of the concessionaire. Further please refer to the response to query no. 1
7	Clause 35, Volume II: Change in Law	This clause shall be applicable for entire Concession Period, and not just Construction period. We request you to change this accordingly.	RFP Conditions prevail.

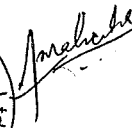




8	Schedule 13;	Escrow Agreement: Clause 3.1.1 (c): The Concessionaire shall deposit all User Charges collected into the Escrow Account; and not Annuitites. The Concessionaire receives Annuitites from Escrow Account as its Revenues. Please Confirm	<p>All user charges will be deposited by Concessionaire /CCMC in the Reserve Fund Account. The revised clause 3.1.1 (c) is provided below:</p> <p>The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:</p> <p>(a) all monies received in relation to the Project from any source, including the Senior Lenders, lenders of Subordinated Debt and the Authority;</p> <p>(b) all funds received by the Concessionaire from its share-holders, in any manner or form;</p> <p>(c) <del>all Annuity received by the Concessionaire; and</del></p> <p>(d) all proceeds received pursuant to any insurance claims.</p> <p>Tender conditions to prevail</p>
9	Schedule 13;	Escrow Agreement: Clause 4.1.1 (b) and (d) : This need changes, as the Concessionaire does not get EPC or O&M Payments; it gets only Annuitites. Please confirm	
10	Schedule 13	The Escrow Bank shall make 75% of the payment from Escrow Account to Concessionaire Escrow Bank within one day of the invoice date, relying on Concessionaire's invoice without referring to either of the parties. The balance 25% of the payment shall be made within 15 days of the invoice date.	The Concessionaire should submit the invoice, duly certified by PMC and Authority to the ESCROW bank. The Escrow Bank shall make entire invoice payment from Escrow Account to

  
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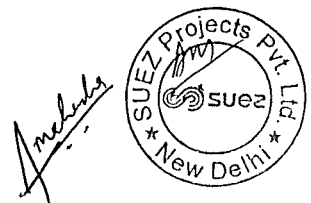
			Concessionaire within Thirty days of the submission of invoice.
11	Article 23.1.4:	Escrow Reserve should be equivalent to 1 year funds. Three months is too short a payment security reserve. As, there are quite a few other items also that need to be paid from this Escrow Account, including payments to CCMC.	RFP conditions prevail.
12	Article 23.2:	Why is "Reserve Fund Account" required? It should be deposited directly into the Escrow Account. The document does not provide any linkage in terms of flow of funds from Reserve Fund Account to Escrow Account.	Reserve fund account is necessary for Aggregating various grants and funds to provide payment security mechanism. It is clarified that all user charges will be deposited in this reserve fund account. Further Clause 3.2 a. of Schedule 13 shall be revised as follows a) Funds from Reserve Fund Account to meet Staggered Annuity payment and any other monies disbursed by the Authority to the Concessionaire, to meet the requisite ESCROW Reserve for period of three months and further replenishments as and when required.
13	Clause 2.3.2 of ITB	Any change in control of the Associate, whose credentials were used for pre-qualification, prior to the bid submission date is to be informed to the Authority. We had submitted out pre-qualification application with more than one reference. Please let us know which reference has been finally considered for pre-	RFP conditions prevail.

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	<p>qualification as the above condition needs to be kept in mind for that particular reference. Please share the results of PQ process, it's important that the ranking and score of qualified bidders.</p> <p>Is Technical member same or different from O&amp;M member? Bidder's member meeting Technical capacity has minimum stake requirement of 26%; whereas O&amp;M member's stake is 11%. Please clarify.</p>	<p>14</p> <p>Clause 2.3, page 18, Volume 1</p>	<p>This shall depend on the consortium that has been formed and the experience of the firm considered for Technical Capacity (O&amp;M) during the RFQ stage.</p> <p>In terms of Clause 2.3.1 the member whose experience has been used for Technical Capacity (Implementation) or Technical Capacity (O&amp;M), shall hold at least 26% of the equity till expiry of 2 years post COD. Thereafter, the member whose Technical Capacity (O&amp;M) was considered, shall hold at least 11% equity stake. Please refer to RFQ document, Section IV on Eligibility Criteria.</p>
	<p>EPC Work Targets:</p> <p>" Please confirm that the percentage of achievement of EPC targets shall be assessed based on CIP and the progress will be measured in value terms. For example, if the total CIP value is Rs 100 Crores, at the end of year 2, the Contractor is expected to complete works equivalent to Rs. 25 Crores.</p>	<p>15</p> <p>Article 22.1.3, Concession Agreement</p>	<p>Confirmed.</p>
	<p>Apart from 10% mobilization advance, additional 5% advance should be given within 3 months of signing of Concession Agreement and commencement of Study Period. This is</p>	<p>16</p> <p>Article 22.1.4, pg. 83, Concession Agreement</p>	<p>RFP Conditions prevail.</p>

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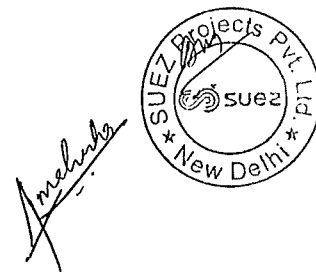
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		essential to bring in best of international and national experts during the study phase.	
17	Clause 22.1.10	Payments should be made on monthly basis and not quarterly. This is essential for working capital optimization. We request you to make it payment of staggered annuity amounts on monthly basis.	RFP Conditions prevail.
18	Article 22.1.7 and 22.1.8 of Concession Agreement	The payment under Staggered Annuity Model is being made subject to monthly / quarterly basis based on actual EPC works progress on the Cumulative EPC Payment Claim.  Please explain the mechanism on how intermediate payments will be made within a year. It may be necessary to pay in equal instalments with final adjustment being made at the end of the year.  Please clarify,	Please refer to Clause 22.1.2. (Last Paragraph)
19	Schedule 4, Pg. 142- CIP	Who approves the CIP and the item rates therein? Operator shall be allowed to choose own vendors at market rates and State SOR should not be applicable which is not dynamic with market fluctuations.	The CIP shall be approved by the Authority. The Concessionaire shall have the right to choose its own vendors and negotiate the price to ensure achievement of key performance indicators as per this agreement. Provided however it is hereby clarified that the EPC quote as approved in the RFP will act as the cap of CIP value for EPC works.
20	Article 22:	Please give an example with calculations to better explain the payments.	The example shall be provided along with the modified tender document to be shortly issued by CCMC.

21	Article 22	Please confirm that %age completion of EPC works as per clause 22.1.7, is same as %age completion of EPC works as provided under clause 22.1.4	Under Clause 22.1.4, the formula for computing Cumulative Mobilisation Deduction is modified as follows:  Cumulative Mobilisation Deduction = EPC Quote x % completion of EPC works as certified by the Independent Engineer subject to a maximum of applicable interim EPC Target % x Mobilization Adjustment.
22	Article 22.1.8:	Please define prorated Cumulative O&M Quote	The definition shall be incorporated in the modified tender document to be shortly issued by CCMC
23	Article 22.2:	How will additional payments be made if change in scope. Please specify.	Please refer to Clause 16.3, Volume II.
24	Article 22	Who pays if CIP is greater than the EPC quote and the increase is due to increase in pipe network, consumer connections and allied facilities. Please clarify	RFP conditions shall prevail. The risk of difference in the price of the EPC quote and the CIP value shall remain with the Concessionaire except for increase in House Service Connections. Please refer to Clause 2.2.4, Part II O&M Module of Volume III.

  
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25	Article 2.1 and Article 2.3: Activity Chart; Volume II	<p>a. Preliminary Operation Period: Please specify the duration of this Period. When will it commence?</p> <p>b. Preliminary O&amp;M period should have Concessionaire's staff shadowing CCMC O&amp;M team for smoother transition. CCMC shall continue to be responsible for O&amp;M during Preliminary O&amp;M period. It is not desirable to start O&amp;M directly immediately after approval of Takeover Plan.</p>	<p>a. Kindly refer to the definition of Preliminary Operation Period in Article 1.1 of Volume II. Please refer Article 17, Clause 17.1.1 of Volume II.</p> <p>b. RFP Conditions prevail.</p>
26	General RFP	Existing Employees – What happens to them? Will they be deputed to Concessionaire? If yes, please provide the financial and other employment terms of their deputation	The existing employees shall be transferred to other departments/functions. Accordingly the Concessionaire will have to arrange their own employees for the execution of the project.
27	Article 20.3, Pg. 78	Please confirm the value of remuneration of the Independent Engineer, as the same has to be budgeted in the Price bid.	CCMC has already provided an amount of Rs. 16.21 Crores as its share of cost for a period of four years. The bidders are advised to keep this as the guidance value.
28	Article 22.1.1	Delete the para "Composite quote shall be the aggregate .....,);	RFP terms are confirmed. It is further clarified that the bidder shall submit the Composite Quote as per the Financial Proposal Format provided in the RFP. The breakup of the EPC Quote provided thereunder will have to be detailed in the CIP to be submitted during the Study Period.

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29	Schedule 4, Pg. 142- CIP	Who takes the Risk for increase in quantities if CIP value is greater quoted EPC price? CCMC should pay for the additional EPC amount due to increase in quantities.	RFP conditions shall prevail. The risk of difference in the price of the EPC quote and the CIP value shall remain with the Concessionaire except for increase in House Service Connections. Please refer to Clause 2.2.4, Part II O&M Module of Volume III.
30	Schedule 4, clause 1.3, Pg. 142- CIP	Who pays and provide land for new assets that need to be created – such as WTP, reservoirs and SRs for additional production/supply of water.	It is hereby clarified that the land required for the additional project facilities shall be provided by the Authority at its own cost.
31	Schedule 2	Provide the installed power of all facilities. Also provide the Power tariff.	The present power load in Pillur II WTP is 2200 kva and in Pillur II Head works is 1075 kva. The power tariff for Demand charge is Rs. 350 per KVA and Rs. 6.35 per unit.
32	Schedule 4, Pg. 142- CIP	Under which head of CIP do we budget for soft costs like design, expert's costs, travel and other establishment costs for EPC works?	It is hereby clarified that such costs can be included in the CIP as line items.
33	Schedule 5	Continuous pressurized water supply penalty should be applied only on connections not provided with continuous supply. The formula needs correction in this regard. Penalty shall be applicable only on the defaulted connections for particular month.	Please refer to the revised KPIs shall be provided along with the modified tender documents. Further please refer to response to query No.1.
34	Section II, clause 2.2 Construction module, pg. 17 Vol. III	Construction of New WTP is required to balance the water demand for the current and future population forecast. Please confirm/freeze the size, land allocation and treatment technology for the same. Who pays for new assets that need to be created –	Please refer to the response to the query No. 1.

  
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<p>such as WTP, reservoirs? Do we have to design, plan and build all assets that might be required after COD, but before end of 25-years Concession Period? For example, if intake structure or new WTP or pumping Station or MBR or Service Reservoirs is required after COD, should such EPC costs be included in the EPC quote? Please confirm</p>		<p>The existing billing cycle being implemented presently by the Authority is once in two months. The same shall be followed by the Concessionaire.</p>
<p>What the frequency of meter reading and customer billing – monthly or quarterly. This is essential for resource allocation for these activities.</p>	<p>Part II: O&amp;M Module, Clause 2.1.4, Pg. 239 Vol. III</p>	<p>Please refer to the response to query no. 1.</p>
<p>Pillar- 1, What is the capacity and status of this facility? Why it is not part of the current contract.</p>	<p>Part II, O&amp;M Module Clause 2.2.3, Pg. 241, Volume III</p>	<p>The Authority shall provide for cost of setting up the connection from the service mains to the user premises as per the connection policy of the Authority including Connection pipes, meters, fittings, Road restoration and all other associated costs.</p>
<p>It is understood that the Concessionaire will be paid for EPC works as additional scope of work if number of connections are more than 150,000. Please confirm that for all such connections greater than 150,000, whichever year they happen, CCMC will pay for providing the escalated item rate towards providing house service connections, customer meter, road rehabilitation, and any other additional cost towards providing those connections in terms of additional distribution network, reservoirs, valves, etc.</p>	<p>Part II: O&amp;M Module, Clause 2.2.4, Vol. III</p>	<p>It is further clarified that the Concessionaire shall design the system to cater to the projected connection requirements (2,33,837* connections in the Ultimate year of 2040-41) as provided under Clause 2.2.4, Part II O&amp;M Module of Volume III such that it meets the required Key Performance Indicators. It</p>

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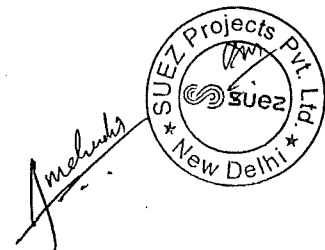
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			<p>shall be the responsibility CCMC to construct the assets including reservoirs, distribution network, valves, pumping Stations, WTP, headworks and other assets, beyond this threshold number of connections. The concessionaire shall have the option of bidding for such projects as per the provisions under clause 2.2.6 of Part II – O&amp;M Module, Volume III.</p> <p>* The Projected number of connection for the year 2040-41 is 2,22,702 connections. The system should be designed for 5% higher than this projection. Hence the ultimate year's Threshold number of connection for design is (2,22,702 connections x 1.05 ) 2,33,837 connections.</p>
38	Part II: O&M Module, Clause 2.2.4, Vol. III	<p>Please confirm that the table of projected number of connections is not applicable for payment of additional EPC works. This table is only relevant for payment of additional design / network modifications and incremental O&amp;M costs, if number of connections go beyond the yearly projected numbers of connections +5%. Please confirm.</p> <p>Please clarify this clause about who pays for major maintenance in case of existing assets and additional assets built by Concessionaire.</p>	<p>RFP Conditions prevails. It is hereby clarified that the understanding is correct.</p>
39	Part II: O&M Module, Clause 2.2.6, Vol. III		<p>As for Major Maintenance, it is hereby clarified that for additional facilities,</p> <ul style="list-style-type: none"> <li>the CCMC pays for the difference between the</li> </ul>

			<p>actual cost incurred and the major maintenance threshold value and</p> <ul style="list-style-type: none"> <li>the concessionaire pays the cost equivalent to threshold value.</li> <li>Existing facilities,</li> <li>The concessionaire will bear the expenses upto Rupees 5.0 Lakhs and</li> <li>CCMC will reimburse the additional cost in excess of Rupees 5.0 Lakhs</li> </ul>
40	Volume III, Clause 2.13.6:	Consumer / Customer Centre and Cash Collection Centers work during normal office hours on weekdays and Saturday. Customers can lodge complaint through Call Centre on 24x7 basis. They don't work on 24x7 basis – Only the Call Centre works on 24x7 basis. Please clarify and specify the work timings of these centers.	Agreed. Consumer / Customer Centre and Cash Collection Centers work during normal office hours as applicable to CCMC on weekdays and Saturdays. However the Call centers shall work on a 24x7 basis.
41	Part II, O&M Module, clause 2.13.5, Pg. 246, Vol. III	Network shall be fitted with isolation valves for every 100 connections. Please let concessionaire to decide as per his design and network efficiency, as Concessionaire is taking the design risk.	Agreed. The concessionaire may propose the modifications in the network design aspects as part of CIP.
42	Clause 2.13.6, Consumer Service Center	Who will provide the space for CSC and cash centers in the project area?	CCMC will provide such space for CSC and Cash Centers, Free of Cost. CCMC will provide built-up space for such centers and the concessionaire shall be responsible for renovation as required.

  
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43	Volume III, Page 280 and 281:	There seems to be something missing in the content. From Clause 4.4.2.2 to Environmental Management Plan, there is a sudden jump. Please advise appropriately.	The Environment Management Plan forms part of Clause 4.5 of Part II- O&M Module of Volume III. The numbering and section title is modified accordingly.
44	Volume III, Clause 4.2.9	From the scope and indicative BOQ, it's not clear if The Concessionaire is required to install new customer meters for all 150,000 connections. Also, if all meters need to be AMR meters or AMR compatible meters?  The Concessionaire should be given flexibility of planning the Capital expenditure and optimize between higher capex or more meter readers. After all, the design risk is with the Concessionaire.  Please clarify.	The type and technical specifications for consumer and bulk meters are to be provided by the bidder in the CIP. The Concessionaire has the flexibility of planning Capital Expenditure in their CIP provided the total cap is limited to the EPC quote submitted as part of the bidding process. It is hereby clarified the design risk of the system rests with the Concessionaire.
45	General RFP- SCADA	Please provide the scope and technical specifications for the entire SCADA system to be implemented.	The type and technical specifications for the SCADA system are to be provided by the bidder in the CIP.
46	General RFP Bulk and Consumer Meters	Please provide the type and technical specifications for consumer and bulk meters.	The type and technical specifications for consumer and bulk meters are to be provided by the bidder in the CIP.
47	General RFP	Please provide the BOQ in excel format and Autocad drawings of the project area.	BOQ in Excel shall be provided along with the modified tender documents.
48	General RFP	Please provide the layout of the existing Intake, tunnels & WTPs and their latest condition assessment report. Also provide monthly water production statistics at each Intake and WTP for last three years.	Please refer to the response to query no. 1.

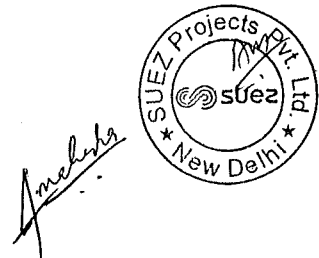
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49	General RFP	Please also provide water supply currently in terms of hours per day to the project area.	The City is providing intermittent water supply to its customers. The bidders are advised to do the survey of the Project Area on their own and assess the supply details. RFP Terms confirmed. Further Please refer to the response to query no. 1
50	General RFP	Please provide list of large commercial and industrial customers. This will be required for better estimation of demand for water.	The bidders are advised to do the survey of the Project Area on their own and assess the customer profile. RFP Terms confirmed.
51	2nd pre-bid meeting	We request you to organize a 2 <sup>nd</sup> pre-bid meeting as well, one week after the pre-bid replies are provided. This is essential for making a sound technical and financial offer for this 25-year project.	It is hereby clarified that the bidders will be allowed to raise the queries after the issue of modified Tender Documents. The cutoff date for the same shall be notified separately.
52	Submission Deadline	We request you to provide at least 6 weeks after the pre-bid replies are provided.	The bidders are advised to await further communications, if any, from CCMC in this regard.
53	Composite Quote in Price bid	We request you to link both EPC quote and O&M quote with inflation indices. Escalation clauses are a must for such long-term contracts.	It is envisaged that the Concessionaire will quote a Composite Quote in the RFP which acts as the base for payment of EPC and O&M payments. The staggered annuity distribution schedule is developed by considering an annual escalation of 6%. It is hereby clarified that no further escalation shall be allowed.
54	Clause 22.3, Article 22, Volume II;	Please confirm that the mobilization advance will be interest free.	RFP conditions prevail. It is hereby confirmed that the



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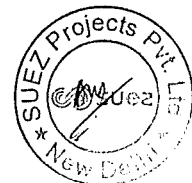
	Mobilization Advance		mobilization advance shall be interest free.
55	Volume III, O&M Module: Borewells	Please provide details of the existing borewells in the project area. Who will be responsible for O&M of these borewells and the power bills thereof?	RFP conditions prevail. CCMC will be responsible for the O&M and the Power bills for the existing borewells.
56	Volume III, O&M Module: Tankers	Please provide details of the existing Tankers in the project area. Who will be responsible for the cost of such tankers and who will fix the charges for such tankers to be charged from end-customers?	The O&M of existing tankers will be the responsibility of CCMC.
57	Clause 21, Volume II: Financial Closure	The formal milestone of financial closure is not required as this does not require large investment. We request you to consider the undertaking of Bidder for equity or working capital funding or a solvency certificate from the bank.	DCA provisions shall remain. Undertaking of Bidder for equity or working capital funding or a solvency certificate from the bank of the Bidder is not acceptable as an alternative to financial closure.
58	Schedule 5, Volume II, UFW KPI	This should be measured from outlet of MBR, in line with the explanation given during the pre-bid meeting. Please clarify.	Agreed. RFP provisions are modified accordingly.
59	General	<p>It is a normal practice, for any contract over 5years term, that the risk of evolution of price escalation in capex and opex is taken by client based on the indices (CPI and WPI) to be published by Gov. If bidders are asked to take this risk of future escalation, especially for a contract of 25years term, bidders</p> <p>We request that:</p> <ol style="list-style-type: none"> <li>Bidders be asked to quote EPC quote + O&amp;M quote for 1<sup>st</sup> of the 25years.</li> <li>For the sake of evaluation only, escalation factor to be considers for each of the 25years shall be prescribed</li> <li>For evaluation purpose, EPC quote shall be escalated based on % of works expected to be completed in each of the 4years (as per Article 22; clause 22.1.3) + O&amp;M quote shall be escalated for 25years. Addition of these two shall be contract price and</li> </ol>	Please refer Response to query no. 53.



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60	Article 22.1.2, page 81	<p>would unnecessary take too much cushion in their bid which is waste of public exchequer.</p> <p>a. Year wise composite % is very low in year 1 and year 2 since these payments are expected to cover at least significant part of capex + O&amp;M</p> <p>b. There is also no payment envisaged between Effective Date (ED) and Appointment Date (AD). However, Concessionaire will be incurring significant</p>	<p>the bidder quoting lowest contract price shall be the preferred bidder</p> <p>d. For the purpose of actual payments on account of EPC and O&amp;M to the concessionaire, all the payments shall be escalated based on formula to be prescribed in tender and the indices to be published (CPI + WPI) by the Govt for the relevant period. Base indices shall be the indices 3 months before the bid due date for O&amp;M and for EPC the base indices shall be Oct 2013 (the year the project cost was estimated)</p>	<p>a. <i>The tender conditions shall prevail.</i></p> <p>b. <i>RFP Conditions prevail.</i></p>
		<p>a. We request the year cap be enhanced to 6% from current 2.5% and year 2 cap be enhanced to 5% from current 3.3%</p> <p>b. Between ED and AD, we request the following payments be allowed based on following milestones:</p> <p>i. Advance Procurement plan: 1.25% of capex quote (75% on submission and 25% on approval)</p>		

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	<p>expenditure on studies and manpower.</p> <p>Currently there is no mechanism to do any capex works between ED and AD. Purpose of developing Advance Procurement Plant is defeated.</p>	<p>ii. CIP: 1.25% of capex quote (75% on submission and 25% on approval)          iii. O&amp;M Plan: 1.25% of capex quote (75% on submission and 25% on approval)          iv. Implementation schedule + Communication Plan + Takeover Plan: 1.25% of capex quote (75% on submission and 25% on approval)          v. These payments shall be treated as part of the 1<sup>st</sup> year Yearwise composite % (requested to be enhanced to 6% from current 2.5%)</p> <p>c. Concessionaire shall be given flexibility to start implementing certain capex between ED and AD which are mutually agreed between the parties (part of Advance Procurement Plan). Concessionaire shall be paid based on the actual work done and unit rates and these payments shall be treated part of the 1<sup>st</sup> year Yearwise composite % (requested to be enhanced to 6% from current 2.5%).</p> <p>d. Due to reasons mentioned in point 2 and 3 above, we request the 1<sup>st</sup> year Yearwise composite % be enhanced to 6% from current 2.5%.</p>	<p>c. RFP conditions prevail. The Concessionaire may procure part of the CAPEX components before the Appointed Date. However, the payment for the same shall form part of the EPC component of the first year Staggered Annuity Payment. Please refer to the Clause 17.2 A, Procurement made during Preliminary Operation Period and Initial Operation Period, Volume II.</p> <p>d. Refer to response to Query 60 A.</p>
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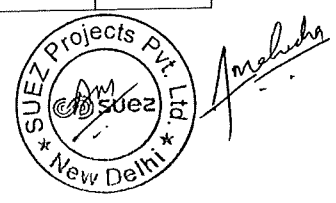
61	Article 22, page 81	<p>Payment of EPC quote and O&amp;M quote.</p> <p>a. Period of payment: currently it is specified as quarterly payment for both EPC and O&amp;M. Quarterly payments will lead to huge requirement of working capital from concessionaire side, which will be eventually be loaded to bid. Only get benefited out of this.</p> <p>Currently it is not clear as to how the EPC quote will be quoted by concessionaire (lump sum or based on BoQ) and how the EPC payments will be released to concessionaire (based on actual measurement of works done on ground or based on milestones)</p>	<p>a. We request that the O&amp;M payments shall be on monthly basis while EPC payments shall be based on running account bills to be raised by concessionaire. For EPC, 80% of the unit cost of will be paid on receipt of any goods at site, 15% on laying/ installing and remaining 5% on commissioning of respective works.</p> <p>b. We suggest that the concessionaire shall quote unit rates for the BoQ to be provided in tender by COMC. Sum of all these items will be the EPC Quote. However, concessionaire will have the flexibility to bring in new ideas/ technologies/ new items/ deleting some of the items etc, at the time of preparing the CIP while being within the EPC quote provided at the time of bid. While preparing CIP, the concessionaire shall use the same unit rates which were quoted by him in his bid for the retained items. For the new items introduced in CIP, concessionaire will have to use the latest schedule of rates applicable or</p>	<p>a. Regarding the Payment Mechanism Please refer to the response to query no. 17.</p>	<p>b. RFP Conditions Prevail. The Bidder shall quote for the entire scope of works to be carried out as per the applicable provisions of the concession agreement to achieve the desired Key Performance Indicators. During the study period, the Concessionaire shall give the details of the design as well as estimates as part of the Capital Investment Plan which will substantiate its EPC Quote. The BoQ is provided as part of the Bid Documents only as a</p>
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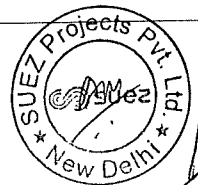


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62	Article 22.2 (ii)	Early completion of EPC	<p>in the absence of the schedule of rates, the unit rates shall be based on market rates justified with quotations. Actual payment to Operator shall be based on the actual measurement done on the site and as per the unit rates in CIP and as per the point 'a' above.</p> <p>c. We request that 75% of the value of EPC Invoice shall be paid within 7 working days and the remaining 25% to be paid within 60 days of submission of Invoices. Any delayed payments thereof shall attract and interest at the rate of SBI base rate + 400 basis points</p> <p>d. O&amp;M Invoice shall be based on prorated O&amp;M Quote for the relevant Concession Year and to be paid within 5 working days upon submission of monthly O&amp;M monthly invoices. Checking the performance related to the month and any deduction/ incentive shall be adjusted in the next coming months.</p>	<p>reference to facilitate the Bidders. Further, it shall be noted that the design risk is borne by the Bidders.</p> <p>c. Please refer the response to query no. 10. Further any delay in payment beyond 30 days from the Invoice submission date for reasons solely attributable to the Authority interest shall be considered at the applicable Bank Rate.</p> <p>d. Please refer the response to query no. 10.</p>
			<p>Our understanding is that if concessionaire is able to achieve the capex progress more than envisaged in cumulative EPC Target % in any</p>	<p>RFP Conditions prevail. The additional Payments made for early completion of EPC works will get automatically adjusted in</p>



63	Financial Close	The terms Financial Close, Financial Financing Package, Financing Agreements etc are extensively used in the Concession Agreement. Since concessionaire is not investing, per say, in the contract and concessionaire is only going to manage the working capital, the requirement of Financial Close is superfluous in the Agreement.	concession year, concessionaire is entitled to get immediate payments for works done over and above the minimum cumulative EPC Target %. In such a case, the gap between actual cumulative EPC work done and the cumulative EPC target % will be taken out of future cumulative Yearwise composite %. Please confirm.	the subsequent payments made to the Concessionaire.
64	Scope of EPC works + creation of future assets after COD	After the discussion at pre-bid meeting on 8 <sup>th</sup> Feb, we understand the following: a. Concessionaire is not responsible for	We request that the Financial Close shall not be made mandatory. Option to go for Project Financing or for working capital financing shall be left to concessionaire. Hence we request that the requirement of financial close should be left to the option of concessionaire. If concessionaire is not willing to go for project financing, then all the related provisions in this Agreement related to Financial Close shall be null and void. Please confirm.	DCA provisions shall remain
64	Scope of EPC works + creation of future assets after COD	After the discussion at pre-bid meeting on 8 <sup>th</sup> Feb, we understand the following: a. Concessionaire is not responsible for	Now, please confirm/ clarify the following: i. Please confirm our understanding as stated in points a to d in previous column.	i. It is hereby clarified that the EPC scope of the Concessionaire shall be towards the downstream



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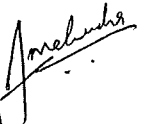
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<p>any EPC works upstream of MBRs.</p> <p>b. EPC scope of concessionaire starts from MBRs within City including the MBRs.</p> <p>c. Operator shall design and construct all assets, down stream of MBRs, for a design period of 25years. Cost of this shall be part of EPC quote</p> <p>However, EPC quote by concessionaire shall be limited to the cost of installing 150,000 water connections (of which 75,000 to AMR and rest AMR compatible meters). Any cost above 150,000 water connections will be borne by CCMC.</p>	<p>side of the Master Service Reservoirs located at Ramakrishnapuram and Bharti Park. Further, please refer to the response to query no. 34 and 37</p>
<p>ii. If Operator is responsible for cost of electricity at Pillur 2 and Siruvani WTPs, then there is a need of rehabilitation of E&amp;M equipment in the plants + head works of Pillur 2 and Siruvani schemes; please advise</p>	<p>ii. Please refer to the response to query no. 1</p>
<p>iii. As per agreement, Operator is responsible for water losses in WTPs. Based on the current treatment process, it is very difficult to achieve these loss targets. Options available are either EPC quote shall include the construction of sludge recycling units in both plants to reduce water losses or delete this KPI.</p> <p>iv. As per the Agreement, UFW is calculated based on the water pumped/leaving from WTPs. Based on the current condition of the clear</p>	<p>iii. Please refer to the response to query no. 1</p>

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	<p>water transmission mains, it is very difficult to achieve the UFW targets without any rehabilitation to clear water transmission mains. Options available are either EPC quote shall include the cost of rehabilitation of clear water transmission mains or else modify the definition of UFW to consider the water from the outlet of MBRs instead of clear water pumping station.</p> <p>v. Like cap on water connections within EPC quote (if the other quantities are beyond this cap, CCMC will bear the cost) we request a cap on the following items in EPC quote:</p> <ul style="list-style-type: none"> <li>✓1000 Km up to 300 mm pipelines</li> <li>✓140 Km for above 300 to 800mm pipelines</li> <li>✓15 Km for above 800mm pipelines</li> </ul> <p>We understand that creation of any new asset beyond COD will be the responsibility of CCMC. Cost of O&amp;M of these assets if they are downstream of MBRs will completely borne by concessionaire. Cost of O&amp;M of these assets if they are upstream of MBRs will constitute a change in scope and Parties have to agree the additional cost of O&amp;M of such assets. Additional cost of electricity due to such new</p>	<p>iv. Please refer response to query 58, read with above.</p> <p>v. RFP conditions prevail. Further please refer to the response to query no. 29</p> <p>RFP conditions prevail. It is clarified that construction of assets towards the upstream side of MBR (including MBR) shall be the responsibility of CCMC. Further, please refer to the response to query no. 37.</p>
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65	Definition of major and minor maintenance	Current definition of major and minor maintenance is not very clear. Current definition is based on the cost and this could lead to complications while implementation.	<p>facilities will be borne by CCMC. Please confirm.</p> <p>We request that the major and minor maintenance shall be defined as below:</p> <p>Minor Maintenance: Concessionaire is responsible and shall bear the cost of all Minor Maintenance which is shall include:</p> <p>a. Routine maintenance of mechanical, electrical, electronic and instrumentation equipment, motorized transport, whether undertaken by Concessionaire or contracted out, including provision of spare parts, all in accordance with manufacturer's recommendations and subject to following the Standard Operating Procedures</p> <p>b. Repair or replacement of pumps, drive-in motors less than 10KW capacity</p> <p>c. Fixing leaks in pipes up to 300mm (including 300mm) and associated fittings including cost of associated works such as road cutting, earthwork excavation, refilling the trenches and restoring surfaces as long as pipe replacement required is lower than 10m in length</p>	RFP conditions prevail
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			<p>d. Repair, maintenance or replacement of valves and bulk water meters up to 300mm (including 300mm) to ensure functionality</p> <p>e. Regular painting, patching and protection of structures</p> <p>f. Software upgrades, hardware maintenance including spares and consumables;</p> <p>Major Maintenance shall mean any maintenance of assets that is not Minor Maintenance</p>	
66	Article 38.11, page 127, Cap on liabilities	<p>Definition of penalty, currently there is no definition of penalty in this Agreement. Penalty is widely used in schedule 5 of the Agreement.</p>	<p>We suggest the following definition of Penalty: "Penalty shall mean any amount stated in the Agreement to be paid by the Concessionaire whenever the Concessionaire is non compliant with the guaranteed performances for reasons attributable to a default by the Concessionaire, (excluding force majeure or the Authority default). Payment of this amount shall be considered as a Liquidated Damage and shall fully satisfy the Authority in respect of non compliance and no further amounts may be claimed for damages or compensation from the Concessionaire in respect thereof."</p>	<p>The term "Penalty" in Schedule 5 shall be replaced with "Damages".</p>
67	Article 38.11.1, page 127	<p>The content of this provision goes beyond</p>	<p>In that respect we ask the Authority to amend the provision as follows: "<i>Notwithstanding anything to the</i></p>	<p>RFP conditions to prevail</p>


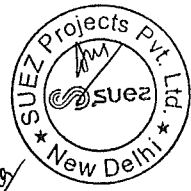
  
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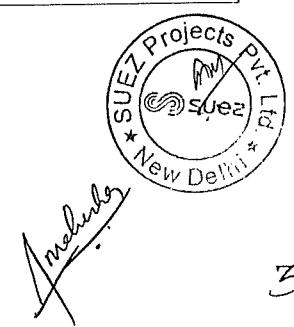
	<p>contrary contained in this Agreement, neither Party shall be liable to the other Party for loss of use of any works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement. For the avoidance of doubt, this Article shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party."</p>		
<p>68 Article 38.11.2, page 127</p>	<p>In that respect we ask the Authority to amend the provision as follows: "Notwithstanding anything to the contrary contained in this Agreement, 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 32.1.1 and article 32.2.2, shall not exceed the 10% of the EPC Quote during the Construction Period and 10% of the O&amp;M Quote for the applicable Concession Year during the 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."</p>	<p>The content of this provision goes beyond the intended purpose of liability limitation. Further the limit of liability is too high for a contract of this nature.</p>	<p>RFP Conditions prevail.</p>
<p>69 Article 32.1.1, page 112</p>	<p>We request the provision be modified as: "The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government</p>	<p>The concessionaire liability is too extensive in terms of General Liability;</p>	<p>RFP conditions Prevail.</p>

  
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	<p><del>Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User, or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, save and except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.</del></p>		<p>70 Article 32.1.2, page 112</p>
<p>RFP Conditions prevail.</p>	<p>We request the provision be modified as: "The Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of <del>whatever kind and nature</del> arising out of (a) defect in title and/or the rights of the Authority in the land comprised in the Service Area, and/or (b) breach by the</p>	<p>The provision provides with a very limited and restrictive events of Authority liability. The provision is totally unbalanced. Such events have been already listed as termination events for authority breach of Contract. We do</p>	

  
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<p>Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement, and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire."</p>	<p>Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement, and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire."</p>	<p>RFP Conditions prevail.</p>
<p>consider that any Authority non-compliance with its obligations as set forth in the Agreement shall be considered as a breach of contract giving rise to indemnities.</p>	<p>In that respect we ask the Authority to amend the relevant provisions as follows: "if the Concessionaire suffers (or will suffer) delay and/or incurs (or will incur) additional cost as a result of these changes in the Laws or in such interpretations, made after the Bidding date, the Concessionaire shall give notice to the Authority, and shall be entitled to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, and</p> <p>(b) payment of any cost, which shall be added to the Contract Price."</p>	<p>In that respect we ask the Authority to amend the relevant provisions as follows: "if the Concessionaire suffers (or will suffer) delay and/or incurs (or will incur) additional cost as a result of these changes in the Laws or in such interpretations, made after the Bidding date, the Concessionaire shall give notice to the Authority, and shall be entitled to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, and</p> <p>(b) payment of any cost, which shall be added to the Contract Price."</p>
<p>71</p>	<p>Article 35.1 and 35.2, page 119</p>	<p>As a general principle and accepted standard, the applicability of Change in Law provision shall not be subject to any kind of threshold.</p>

  
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72	Article 35, page 119	<p>a. The Change in law provision covers exclusively the construction period. This is out of standards and normal practice</p> <p>Under this article, there is no specific provision providing for time extension whenever the Concessionaire performance of contract is impacted by an event of change in law. This is a standard and shall be introduced in the contract;</p>	<p>a. We ask the Authority to amend the provision in order to apply content of Change in Law provision to the entire duration of the Agreement .</p> <p>We ask the Authority to amend the provision providing that any Change in Law impacting the Concessionaire performance of its duties will entitle to time extension</p>	RFP Conditions prevail.
73	Article 9, page 43, Performance Security	<p>a. When to furnish Performance Security for EPC</p> <p>b. When to furnish Performance Security for O&amp;M</p>	<p>a. If concessionaire is allowed to carry out the EPC works in between ED and AD and is also paid for the same, then the performance security can be provided within 4 weeks of ED. Otherwise, the performance Security shall be provided within 1 week of AD</p> <p>b. It is requested that the O&amp;M of all assets between Preliminary Takeover Date and AD shall be carried out by CCMC. Therefore, the</p>	<p>a. RFP conditions to prevail.</p> <p>b. RFP Conditions prevail.</p>

  
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74	General	<p>c. Value of Performance Security for O&amp;M prescribed is too high</p> <p>Replenishing the performance securities (Article 9.2)</p>	<p>performance security shall be provided within 1 weeks of AD</p> <p>c. Performance security for O&amp;M shall be reduced to 10% of the O&amp;M quote for the relevant concession year.</p>	<p>c. RFP Conditions prevail.</p>
			<p>d. This is a revolving security going beyond the normal purpose and objective of the article while exposing the concessionaire to a high financial risk. You may refer to standard FIDIC conditions or any other such relevant documents, such a request is not a standard practice. We ask the Authority to delete this provision</p>	<p>d. RFP conditions prevail.</p>
		<p>Signatories to the Agreement. Making the successful bidders party to the signature of the Agreement may lead to lot of unnecessary tax and legal complications</p>	<p>We understand that:</p> <p>a. The successful bidder will incorporate a SPC (special purpose company)</p> <p>b. SPC and CCMC will enter into an Agreement</p> <p>c. While the bidders (either individual bidder or consortium) will remain committed to maintain the equity stakes in the SPC as per the provisions of the Agreement</p> <p>Please confirm</p>	<p>Confirmed. Also Please refer the response to the query nos. 4 and 5.</p>



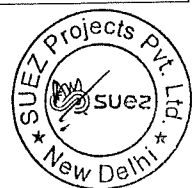
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75	General	Duty/ tax exemptions	We understand that CCMC will provide/ procure necessary certification to enable concessionaire to obtain all the applicable duty/ tax exemptions that are going to be available from time to time. Please confirm.	CCMC shall provide all reasonable assistance to the concessionaire in terms of availing various tax/duty exemptions.
76	General	Extension of time to bid	Though the tender document is extremely well done, there are significant number of queries that needs to be clarified by the Authority. In our experience, it is worth spending few weeks now to resolve the issues which otherwise may harm the future of this 25year contract. Therefore, we would request you to extend the bid submission date to 60days from the date the clear answers to these queries are provided by the Authority.	The bidders are advised to await further communications, if any, from CCMC in this regard.
77	O&M of assets up to Appointment Date	In the period between Preliminary Takeover Date and AD, concessionaire is expected to study and understand the system so that they can design the changes required. If concessionaire is burdened with O&M of assets during this period, which will be purely fire fighting in nature, concessionaire	Therefore, we request that the O&M of all assets up to AD shall be the responsibility of CCMC. Please confirm.	RFP conditions to prevail. Further Please refer the response to query no. 25



*Amelika*

78	Schedule 7, page 155	will end up loosing lot of time and efforts. Applicable permits	The list of permits provided seems to be too long and some of the permits may also not be relevant to this contract as well as some permits may have to be obtained by CCMC as the owner of the assets. Hence, we request you to make the list of permits in schedule 7 to this agreement shall be revived mutually and agree the relevant permits and who will procure them.	RFP conditions to prevail for Applicable permits listed in Schedule 7.  It may also be noted that list of permits stated in Schedule 7 is only indicative, the Concessionaire shall review the applicable laws and be responsible to obtain and maintain all permits/approvals required under such applicable laws, for performance of the Concessionaire's obligations under the Concession Agreement.
79	Article 5.2.5 (f) (i), page 30	Development of GIS/ water meter test bench/ B&C software and hardware/ other software's and hard wares required for operations.	Concessionaire need to develop the GIS including purchase of necessary software and hardware and this would be part of CIP. Please confirm and include the item in the BOQ.  Similarly add a line item for water meter test bench(es) for all B&C software/ hardware etc	BOQ provided as a part of the Bid Documents shall be used as the reference document for the estimation of the Financial Proposal. However the Concessionaire has the freedom to incorporate necessary design modifications / improvements during the Study Period so as to achieve the required Key Performance Indicators. The EPC quote submitted by the bidder shall consider costing for all such design modifications/improvements.



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80	Article 11, page 47	Shifting of obstructing utilities	It is very difficult to estimate the number of such utilities to be shifted during the term of the contract and hence the cost of any such shifting of utilities shall be treated as additional scope and the cost of for such shifting to be mutually agreed on case to case basis between the parties.	Further Please refer the response to the query no. 19. Tender conditions to prevail. The cost of shifting utilities shall be borne by the Concessionaire.
81	Article 17.5; page 70	Fire Hydrants	Fire hydrants are now a days not generally installed in water supply systems and hence we request you to delete this requirement.	RFP conditions to prevail
82	Article 19; Clause 19.2	Monitoring of Operation & Maintenance	As the quantity of monitoring cannot be estimated at the bidding stage, we request the cost of such monitoring shall be treated as additional cost and concessionaire shall be paid in full and not 50%. Please confirm.	RFP Conditions prevail.
83	Article 20 ; clause 20.3; page 78	Independent Engineer Remuneration	Please fix a maximum cap for the same.	Please refer to the response to query no. 27.
84	BOQ	Bulk water meters - Feeder Mains & Distribution Systems - All Zones	BOQ mentions mechanical meters. We recommend that these meters are to be electro magnetic flow meters. Please change the requirement and costing in BOQ.	Please refer to the response to query no. 19 and 79.
85	Schedule 5 and Part II; Page 246; clause 2.13.5	Minimum pressure at CPM and continuous water supply	The minimum pressure to be maintained at the customer end is 7 m continuous water supply means network with minimum pressure of 2m	RFP Conditions prevails



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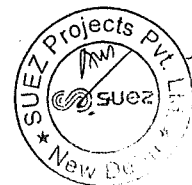
86	Sec - II Detailed scope of work; 2.4.11	Right of way	through out the day to avoid ingress of water in to the network. Please confirm.	Please refer to Clause 10.2, of Volume II. It is clarified that the Right of Way is without any cost to the concessionaire.
87	Section 3 - Bill of Quantities	Valves	In all Zones and feeder lines of BOQ, under valves description it is mentioned are Sluice Valves/Butterfly valves. Please confirm Diameters/Diameters for Sluice valves & Diameters for the Butterfly valves.	Please refer to the response to query no. 19 and 79.
88	Section IV; Chapter 6, clause 6.4;pg142	Reflux/Check valves	There is no mention of item for reflux/check valve in BOQ. Please provide the same.	Please refer to the response to query no. 19 and 79.
89	Section 3 and Section IV; clause 6.5, pg 142;clause 6.7, pg 145;clause 6.8 & 6.9, pg 145	Material of all types of valves	In BOQ, material of Sluice, Butterfly Sluice, Butterfly & Air valves is mentioned as DI but in Section IV it is mentioned as Cast Iron. Please confirm the material for all types of valves (Sluice, Butterfly Sluice, Butterfly & Air valves, Pen tstocks, Solenoid-operated valves) is Ductile Iron (DI).	Please refer to the response to query no. 19 and 79.
90	Section 3 - Bill of Quantities; COMPONENT IV - DISTRIBUTION SYSTEM	HDPE and DI specials	There is a separate item description for HDPE and DI specials in all items under COMPONENT IV - DISTRIBUTION SYSTEM but their quantity and unit is not clear/not mentioned. Please provide the BOQ for all types of HDPE and DI fittings with unit and quantity.	Please refer to the response to query no. 19 and 79.
91	Section 3 - Bill of Quantities	Specials for valves	As standard practice in installation of valves (sluice valves, flow control	Please refer to the response to query no. 19 and 79.



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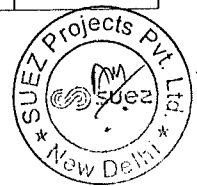
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92	1.1.4 The Proposed Project R.F.P. P. No. - 10	Source of funds	valves, pressure control valves) flange adaptor/dismantling joints will be installed at one side of the valve. This is required for future maintenance purpose and also for easy dismantling of the valve whenever it is required. Hence, kindly consider in BOQ the flange adaptors for valves up to 400mm diameter and dismantling joints for valves above 400mm diameter.	Please refer to the response to query no. 3.
93	1.2.4 R.F.P. P. No. - 12	Bid Security/ Performance & Mobilization Advance format	We will provide these securities from scheduled bank. Please confirm that is acceptable. Further attached is the changes requested in the formats of these securities.	Requested changes are not clear. However, terms of the Bid security/ Performance & Mobilization advance will remain same Attachment Missing
94	1.1 Definitions D.C.A. P. No. - 4	Adjusted Equity/ Debt Due/ Sub Debt	If company prefers not going through project financing route (debt+equity) and instead prefers to arrange working capital financing only, in this situation there should not be any Adjusted Equity/ Debt Due/ Sub Debt concepts.	It is hereby clarified that the working capital fund arranged shall also be considered as part of the Debt Due.
			This clause may please be amended suitably.	





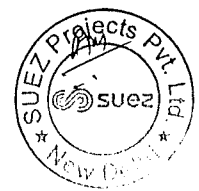
95	5.3.2 (i), P. No. - 34	Requirement on 5% of Estimated Project Construction Cost - change in ownership	This requirement is not clear. Requirement to hold 26% of equity seems adequate. Hence we request you to delete provision related to 5% of Estimated Project Construction Cost	RFP conditions to prevail.
96	22.1.3 EPC Deduction P. No. - 82	EPC Deduction	<p>a. Our understanding is that if the EPC construction is delayed due to reasons beyond control of concessionaire and based on this time extension is provided, then the EPC deduction will be applied based on the revised EPC Target %. Please confirm</p> <p>As per clause 1 of schedule 5, there is already LD prescribed for delay in EPC works. Hence, we request you to delete the provision related to Cumulative EPC Deductions, which is double penalty for the same default.</p>	<p>a. Confirmed</p> <p>b. RFP Conditions prevail. The Cumulative EPC deduction is a payment adjustment mechanism to ensure that the Concessionaire is paid commensurate to the progress made in EPC works.</p>
97	25.1.1 Accounts and Audit D.C.A. P. No. - 90	Time to provide financial statements	Please increase the time limit to September of the subsequent accounting year as this provision is available to all companies as per the companies act.	Agreed.
98	25.1.2 Accounts and Audit D.C.A. P. No. - 90	Quarterly unaudited financial results	This provision is required for listed companies only and moreover this provision is too detailed for such a small company. Hence we request you to delete this requirement.	Agreed



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99	SCHEDULE 13 ESCROW AGREEMENT 4.3 Application of insufficient funds to Appointment Date	Priority for releasing monies from escrow account	This clause is not relevant as Authority is obligated to maintain minimum 3 months of monies payable to concessionaire at all times during the contract term.	It is expected that such a situation will not arise as there will be minimum reserve in the ESCROW Account. However Article 4.3 is provided for abundant caution.
100	O&M of assets up to Appointment Date	In the period between Preliminary Takeover Date and AD, concessionaire is expected to study and understand the system so that they can design the changes required. If concessionaire is burdened with O&M of assets during this period, which will be purely fire fighting in nature, concessionaire will end up losing lot of time and efforts.	Therefore, we request that the O&M of all assets up to AD shall be the responsibility of CCMC. Please confirm.	Please refer to the response to query no. 77.
101	1.2.6 RFQ Invitation for proposal	References to Clause 3.4.3 and 3.4.4 are not correct Please. clarify		The reference clauses shall be read as Clause 3.3.
102	2.20.6 a), page 26	The Bid Security shall be forfeited if (a) a Bidder submits a non- responsive Bid;	The provision shall be removed since the purpose of the definition of responsiveness under clause 3.2.1 is to list the situations entitling the Authority to reject a Bid during evaluation and no further sanction shall apply to the Selected Bidder	Tender conditions to prevail. Unresponsive bids shall be rejected and the bid security of such bidder shall be forfeited.

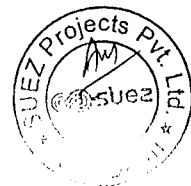
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103	CA 4.4, page 25	<p>In the event the non-occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Construction Period Performance Security, shall be encashed and appropriated by the Authority as Damages. But in the event the deemed termination results from the Authority default the Concessionaire shall waive any rights and claim toward the Authority</p>	<p>We ask the Authority to amend the provisions in order to put the parties into a balanced and equal position by granting the Concessionaire rights to claim.</p>	RFP Conditions Prevail.
104	CA 9.3, Page 44	<p>The Authority shall return the Construction Period Performance Security to the Concessionaire within 60 (sixty) days of the expiry of the Defects Liability Period;</p> <p>A part of the capital expenditure required for the Project shall be incurred from the grants to be received from the Authority</p>	<p>We ask the Authority to release the security at the date of completion certificate</p>	RFP conditions to prevail
105	CA 7.2, Page 40		<p>We ask the Authority to represent and warrant that the grant is in place and available at the date of the signing of the concession agreement</p>	<p>The Grants received will be routed through Reserve Fund Account and same shall be made available in the Escrow Account as per the provisions of the Concession Agreement. Further please refer to the response to Query no. 3</p>

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106	CA 16.1.3, page 58	To be considered that any Change of Scope may impact the time schedule (milestones) and non-compliance with milestones will entitle the client to claim Ld's.	We ask the Authority to address this aspect.	Please refer to Article 16.2.3, which provides that the details of time and cost implications due to change of scope shall be determined and provided along with the change in scope order, thus providing additional time for completion. Since additional time period will be provided, the Authority shall be entitled to levy LDs in the event the additional works are not completed within the time period agreed in the Change of Scope Order.
107	CA 28.1, apage 99	Upon occurrence of a Concessionaire Default which affects or is likely to affect the operation and maintenance of the Existing Project Facilities during the Preliminary Operation Period or the Initial Operation Period and the Project Facilities during the Operation Period, the Authority shall be entitled to suspend. We do consider that a suspension shall occur only in the event of unsafe construction	We ask the Authority to amend the provision considering that the right of suspension shall be subject to the existence of unsafe construction woks and Concessionaire non compliance with the Safety Requirements and finally to the existence of a Material Adverse Effect	RFP conditions prevail.



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		works and in general if Safety Requirements are not fulfilled		
		The Construction Period Performance Security or the Operation Period Performance Security, as the case may be, has been encashed and appropriated in accordance with Article Clause 9.2 and the Concessionaire fails to replenish or provide fresh Construction Period Performance Security or the Operation Period Performance Security, as the case may be, within a Cure Period of 30 (thirty) fifteen days;		RFP Conditions prevail.
108	CA 29.1.1 ( a), page 101	subsequent to the replenishment or furnishing of fresh Construction Period Performance Security in accordance with Article Clause 9.2, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire	We ask the Authority to delete the provision as per our comment under article 9.2 above	RFP conditions to prevail.
109	CA 29.1.1 ( b), page 101		We ask the Authority to delete the provision as per our comment under article 9.2 above	

  
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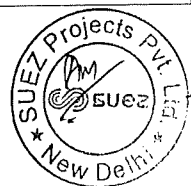


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110	CA 29.1.1 ( f), page 101	Default, as the case may be, for which whole or part of the Construction Period Performance Security or the Operation Period Performance Security was appropriated, within a Cure Period of 90 (ninety) 120 (one hundred and twenty) days; the Punch List items have not been completed within a period set forth in Article 14.1;	We ask the Authority to insert the concept of Material Adverse Effect	RFP conditions to prevail.
111	CA 29.1.1 ( p), page 102	any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;	We ask the Authority to insert the concept of Material Adverse Effect	RFP conditions to prevail.
112	CA 29.1.1 ( t), page 102	an Escrow Default has occurred and the Concessionaire fails to cure the default within	We ask the Authority to extend the cure period up to 60 days	RFP conditions to prevail


  
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		a Cure Period of 15 (fifteen) days.			
113	CA 29.2, 103	The conditions of termination are very restrictive and unbalanced	We ask the Authority to insert the following additional provisions: The Authority commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect	RFP conditions to prevail.	
114	Bore wells	We understand that there are around 2000 bore wells being operated by CCMC as on today with its own GI network, which is supporting the piped water supply being provided by CCMC.	We understand that CCMC will continue to be responsible for the O&M of these bore wells and connected network as well as bear the associated cost of subcontracting and electricity throughout the duration of this Agreement. Please confirm.	<i>It is hereby clarified that the O&amp;M of bore wells and associated costs shall be responsibility of CCMC.</i>	
115	CA 29.3, 104	The deterrent for Authority to terminate the Agreement after completion of COD or during the construction period is very limited which is a major risk for concessionaire.	Therefore, we request that for the Authority's event of default, the termination payments shall include the following in addition to what is already mentioned: " Authority shall pay an amount equivalent to O&M quote for subsequent 5years from the date of termination."	RFP conditions prevail.	
116	General	Who will bear the cost of tankers? Water tankers are being used by CCMC to supplement the current deficiencies in existing water supply system and concessionaire is	In this matter our understanding is that cost of all water tankers will be borne by CCMC till COD. Please confirm.	Agreed.	

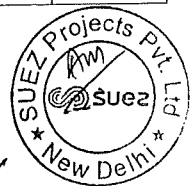


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117	NIT, Sr. No.3, Schedule Dates	expected to fix these deficiencies before COD and reduce the water supply through tankers. Bid Submission Date	Being a Major Water Supply Project and involvement of mass working for all the major component like Feeder Mains, Pumping Stations, Distribution Mains, Reservoirs and rehabilitation work for existing WTP's etc.. We request you to please extend the bid submission date by <u>minimum 6 weeks from the date of receipt of pre-bid clarification report: as we required reasonable time to work out most competitive techno-economic bid.</u>  Please accept & Confirm.	Please refer response query no. 76.
118	General	Pre-bid Meeting	We request you to arrange for a 2nd pre bid meeting so that bidders can get enough time to go through the tender document and get Their queries clarified. Please accept and confirm.	Please refer response query no. 51.
119	General	RFP Submission	Kindly confirm it is Hard copy or Online Submission.	Tender shall be submitted in hard copy
120	General	Geo-technical Investigation Report	We request you to please provide us the Geo-technical Investigation Report for our study for following items... a) Intake at Siruvani & Pillur	RFP conditions prevail. The Concessionaire shall obtain such details during the study period from departments.

  
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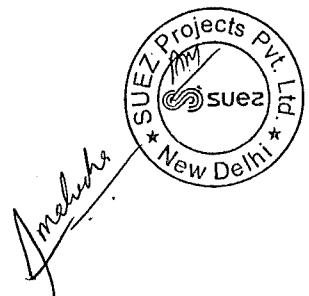
			b) WTP at Siruvani & Pillur MSR & SR	Further please refer to the response to query no. 1
121	General	Existing Piping network quantities	Please provide the Indicative break-up of existing piping network quantities & size wise of DI, MS, HDPE, PVC, and AC&PSC.	The Concessionaire is advised to do the survey of the Project Area on their own and assess the existing piping network.
122	General	List of Utilities	Kindly provide list and details of utilities i.e. electric line, telephone line, Gas pipeline etc...	The Concessionaire is advised to do the survey of the Project Area on their own and assess the existing utilities.
123	General	Land status	Kindly confirm the details of Ownership of Land & current status of the Land Acquisition for major component like... Sump & Pump House, all Reservoirs & Switchyard.	The details will be provided by CCMC to Concessionaire during the study period.
124	General	ROW / ROU	Who will arrange ROU/ROW for the entire EPC work? Kindly confirm the details about Right of Way for laying the Feeder Mains, Distribution Mains & Rider Mains etc...	The ROW shall be provided by the Authority. Further please refer the response to query no. 86.
125	General	Source Reliability Report	Please provide Source Reliability Report if available with the department.	The details as available will be provided by CCMC to Concessionaire during the study period.
126	General	Rehabilitation	Please confirm that during course of construction do we have to Rehabilitate villagers??	Further please refer to the response to query no. 1 It is confirmed that the scope of work does not includes any villages. Further please refer Volume III, Part - I, Section I for project area.
127	General	No. of Crossings	Kindly confirm us the number of crossings like, Road, Railway, River, Canal, Gas, HT line etc... While laying	The Concessionaire is advised to do the survey of the Project Area on their own and assess

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128	RFP, ARTICLE 22, Cl. 22.3	Mobilization Advance	the pipeline like feeder mains, Distribution Mains, Branches, Rider Mains, Rising Mains for the project. We request you to please provide us "Interest Free" Mobilization Advance. Kindly accept and confirm.	the existing utilities and infrastructures. RFP conditions shall prevail. It is hereby clarified that the Mobilization Advance shall be interest free.
129	General	Retention Amount	Kindly confirm whether there is retention amount will be deducted from each of RA bill? if yes then please also confirm the maximum amount of retention money for the project under EPC.  We further request you that kindly accept Bank Guarantee equivalent to the full retention amount which will improve bidder's cash flow during contract.	RFP conditions shall prevail. It is hereby clarified that the staggered annuity payment model has already incorporated an in-built retention mechanism.. There shall be no further retention applicable on the regular EPC payments unless otherwise stated as per the provision of the tender documents in certain specific scenarios.
130	General	Taxes and Duties	Any increase or new imposition of taxes and duties & other levies shall be reimbursed at actual Kindly accept and confirm.	RFP conditions shall prevail. Please note that any change in law shall only be compensation till COD, thereafter no change is law shall be compensated.
131	General	Exemption on Taxes and Duties	Since it is a JNNURM project; please confirm us whether "Exemption" on Excise Duty & Service Tax is available or not.	RFP terms confirmed. The bidders shall carry out the necessary investigations on their own regarding the applicability/ exemption from various duties and taxes.
132	General	Return of EMD	Kindly confirm us the time frame for returning of the EMD to the bidder in case the bid is unsuccessful.	The Bid Security of the unsuccessful bidder shall be returned within 60 days of signing the Concession agreement. In relation to the

  
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133	Clause of 6 (b) of Format of Joint Bidding Agreement	<p>Subject to the terms of the Concession Agreement, the Parties undertake that, except with the prior written consent of CCMC, they shall not permit and ensure that the Special Purpose Company shall not permit a change in the above state shareholding pattern of the Special Purpose Company so that the Parties are in compliance with the following restrictions:</p> <p>(i) Till the achievement of the commercial operation date of the Project, as per the Concession Agreement and until the expiry of 2 years there from each such Member in the Consortium whose financial capacity is evaluated for the purposes of this RFQ shall subscribe and continue to hold equity share capital not less than (a) 26% (twenty six percent) of the paid up and subscribed equity share capital in the Special Purpose Company and (b) at least 5% (five percent) of the Net Project Construction Cost;</p>	<p>Subject to the terms of the Concession Agreement, the Parties undertake that, except with the prior written consent of CCMC, they shall not permit and ensure that the Special Purpose Company shall not permit a change in the shareholding pattern of the Special Purpose Company beyond the limits stated in the following clause so that the Parties are in compliance with the following restrictions:</p> <p>(i) Till the achievement of the commercial operation date of the Project, as per the Concession Agreement and until the expiry of 2 years there from each such Member in the Consortium whose financial capacity (net worth) or technical capacity is evaluated for the purposes of this RFQ shall subscribe and continue to hold equity share capital not less than (a) 26% (twenty six percent) of the paid up and subscribed equity share capital in the Special Purpose Company and (b) at least 5% (five percent) of the Net Project Construction Cost;</p>	<p>Successful Bidder the bid security submitted by it shall be returned only after the submission of the Performance Security</p> <p>RFP conditions to prevail</p>
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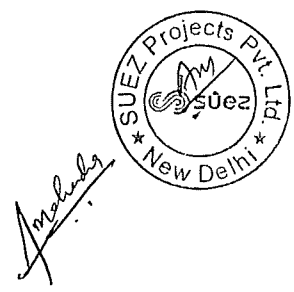







		<p>qualification during the RFQ stage should hold not less than 11% of the paid up and subscribed equity share capital in the Special Purpose Company subsequent to the minimum lock in period as stated in Clause 6 (b) (i) above.</p> <p>5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.</p> <p>5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:</p> <p>(i) Till the achievement of the COD and until the expiry of 2 (two) years there from each Consortium Member whose financial capacity</p>	<p>134</p> <p>Clause 5.3.1 and 5.3.2 of the CONCESSION AGREEMENT</p>
<p>RFP conditions to prevail</p>	<p>5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except as provided hereunder, without the prior written approval of the Authority.</p>		

  
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		<p>(net worth) or technical capacity was evaluated for the purposes of the RFQ / RFP shall subscribe and continue to hold not less than (a) 26% (twenty six percent) of the Equity; and (b) at least 5% (five percent) of the Estimated Project Construction Cost;</p> <p>(ii) The Consortium Members shall together hold at least 51% of the Equity till the expiry of the Concession Period and the Consortium Member whose technical experience in operations and maintenance was considered for qualification during the RFQ stage should hold not less than 11% of the Equity, subsequent to the minimum Lock in period as stated in Article 5.3.2</p> <p>(i)</p>
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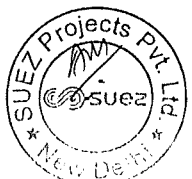
  
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135	Clause 25.1.1 of the CONCESSION AGREEMENT	The Concessionaire shall maintain books of accounts recording all its receipts (including all Annuities under this Agreement), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by the Independent Auditor, within 180 (one hundred eighty days) days of the close of the Accounting Year to which they pertain	Please refer response query no. 97.
136	Clause 25.1.2 of the CONCESSION AGREEMENT	The Concessionaire shall maintain books of accounts recording all its receipts (including all Annuities under this Agreement), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by the Independent Auditor, within 90 (ninety) days of the close of the Accounting Year to which they pertain.	Please refer response query no. 98.

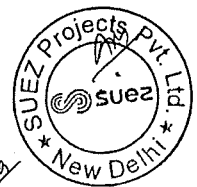
  
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137	Clause 31.2 of the CONCESSION AGREEMENT	its unaudited financial results in respect of the preceding quarter. Permitted assignment and charges Mortgages /pledges/hypothecation of goods/assets other than the Project Facilities and their related documents of title, arising or created in the ordinary course of business and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements availed in relation to this Agreement. For the avoidance of doubt, the Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement;	same would be a cumbersome and time consuming task	RFP conditions to prevail.
138	Clause 1 of SCHEDULE 13 -	..... LIMITED, a company incorporated under the	The Concessionaire shall get incorporated under the provisions of Companies Act, 2013 and accordingly	Agreed. Necessary modification shall be incorporated in the modified Tender Document

  
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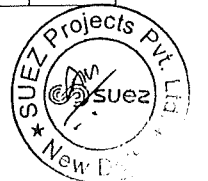
  
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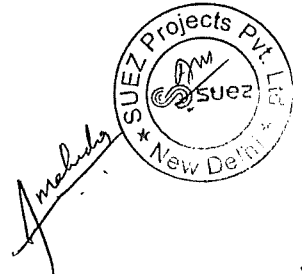
ESCROW AGREEMENT	provisions of the Companies Act, 1956 and having its registered office at .....	Companies Act, 1956 shall be replaced by Companies Act, 2013	
139	General ..... (hereinafter referred to as the "Concessionaire") Electric Supply Source	At what distance it is available at Intake & WTP	The bidders are advised to do the survey of the Project Area on their own and assess the existing infrastructures. Further please refer to the response to query no. 1
140	General Grid Source	What is the Grid Source of supply whether i.e. 33 Kv or 6.6 Kv	The bidders are advised to do the survey of the Project Area on their own and assess the existing infrastructures. Further please refer to the response to query no. 1
141	General Design Year	For which year we have to design & upgrade Intake & WTP.	Please refer to the response to query no. 1
142	General Layout	Please provide Layout for Intake & WTP of both water supply scheme.	Please refer to the response to query no. 1
143	General LPCD	What LPCD should be adopt for designing the WTP system.	Please refer to the response to query no. 1
144	General Power Consumption Details	Please provide Power Consumption details of all equipment's for following locations/facilities a) Intake at Siruvani&Pillur WTP at Siruvani&Pillur	Please refer to the response to query no. 1
145	General Land for Use	Space for Site office, stores & Staff and labor shall be provided to the contractor by Client at free of cost.	Agreed.



*Amalika*

146	General	Water Supply during Construction	We request you to please provide free of cost Water during Construction period apart from Operation and Maintenance Period. Kindly accept and confirm.	The Concessionaire shall arrange water for their construction requirements.
147	General	Electricity for Contractor's Use on Site	We request you to please provide free of cost Electricity during Construction period apart from Operation and Maintenance Period. Kindly accept and confirm.	The Concessionaire shall arrange electricity on their own for construction requirements. RFP conditions to prevail
148	General	Approvals & Permissions	All PCB approvals & permissions will be in employer's scope. All required permissions & Approval towards respective authority, Institutions shall be in client's (Employer's) scope. Please confirm.	RFP conditions to prevail. Please refer response query no. 78.
149	General	Lead Distance	Please provide us the lead distance from Intake Site and WTP location to respective debris/disposal points. Kindly confirm.	Please refer to the response to query no. 1
150	General	Power Cut	Please provide average duration of power cut in order to assess diesel consumption during construction & O&M period.	The bidders are advised to do their own assessment regarding the power availability in the Project Area.
151	RFP, Article 4, Conditions Precedent	Performance Security against O&M period : The Concessionaire shall, for the performance of its obligations during the Initial Operation	We feel the Performance Security asked is very high for O&M during relevant Concession Year. Kindly review and decrease it to reasonable limit.	Please refer response query no. 73(c).


  
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		Period and the Operation Period, provide to the Authority within 10 (ten) days prior to the expiry of the Preliminary Operation Period, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 50% of the O&M Quote for the relevant Concession Year.	Kindly accept and confirm.	
152	General	Early Completion Bonus	We request you to kindly make a provision to provide Early Completion Bonus at the rate of 5% against the respective milestone of the contract.	Please refer to Volume II, clause 22.2 (ii) regarding the payment mechanism for early completion of EPC works.
153	Article 24, Insurance	Professional Indemnity Insurance	Kindly confirm whether bidder has to cover this also? We feel bidder must opt for this cover as a prudent measure. Please confirm.	RFP conditions to prevail. The Concessionaire shall procure all such insurances as may be required for covering itself and the Authority from any risks that may arise from the execution of the Project.
154	Article 24, Insurance	Workmen's compensation Insurance	We feel along with Workmen's compensation Insurance bidder also should consider Medical Extension Cover. Please confirm.	RFP conditions to prevail. The Concessionaire shall procure all such insurances as may be required for covering itself and the Authority from any risks that may arise from the execution of the Project.

  
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155	Article 24, Insurance	Group Personal Accident Policy	Kindly confirm whether bidder has to cover Group Personal Accident Policy? We feel it should be covered. Please confirm.	RFP conditions to prevail. The Concessionaire shall procure all such insurances as may be required for covering itself and the Authority from any risks that may arise from the execution of the Project.
156	Scope of Work	Clause 1.1.6 of RFP	The Authority expects Concessionaire to develop a system on EPC basis, based on the design prepared by the Authority, but at the same time transfers the risk to the Concessionaire of operate and maintain the system for the desired service level benchmarks. It would be a big risk for the Concessionaire to operate and maintain the system in accordance with the desired service level benchmark when it has no control on the design of the system. The scope determined by the Authority should only be formed a basis of selection of the Bidder and determination of payment for any additional components that may be considered necessary post-detailed design by the Concessionaire.	As per the draft Concession Agreement, the Concessionaire shall prepare its own design for performing the works and shall be responsible for the risks associated with such design. Please refer to Clause 5.1.1 of the DCA. Further please refer the responses query no. 19, 37 & 44.
157	Scope of Work	Clause 1.1.6 of RFP	The Scope of Work requires Concessionaire to O&M the City's Water Supply System. Kindly clarify on whether the Authority can legally handover the O&M of the water supply system to the private operator for O&M, either directly or on approval by the State Government.	The Project has been approved by the Council of the Coimbatore Municipal Corporation, which is entitled to do so under applicable law.

  
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158	Schedule of Bidding Process	Clause 1.3 of RFP	There is hardly any time between the Authority's response to Bidders and Bid Due Date, to consider any changes in the Bidding Documents. Also considering the size of the Project, the Bidders should be provided adequate time to assess the Project in totality. Kindly consider providing at least 45 days between response to Bidders and Bid Due Date.	The bidders are advised to await further communications, if any, from CCMC in this regard.
159	Change in Ownership	Clause 2.3.1 of RFP	There are certain contradictions and confusion between the different provisions of this Clause. Also, it is not necessary or desirable to have a lock-in period till the expiry of the Concession Period. Kindly amend the Clause as: "By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed pursuant to the RFQ on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2 <sup>nd</sup> (second) anniversary of the date of commercial operation of the Project, together hold equity share capital representing not less than: (i) 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Estimated Project Construction Cost. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession	RFP conditions to prevail. Further, please refer response to query no. 95.

  
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			Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium."	
160	Forfeiture of the Bid Security	Clause 2.20.6 (a) of RFP	This provision is unjustified, and Authority should not penalize Bidder for any genuine mistake. Kindly remove this provision.	Please refer to response provided to query no. 102
161	Adjusted Equity	Definition in DCA	As the Concession Period is for 25 years, the Adjusted Equity should be reduced by 0.33% per month post four years of COD. Kindly amend the point "c" of the Definition as: "After the 4 <sup>th</sup> (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by <u>0.49% (zero point four nine per cent)</u> thereof at the commencement of each month following the 4 <sup>th</sup> (fourth) anniversary of COD and the amount....."	It is hereby clarified that after "After the 4 <sup>th</sup> (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by <u>0.49% (zero point four nine per cent)</u> thereof at the commencement of each month following the 4 <sup>th</sup> (fourth) anniversary of COD and the amount....."
162	Change in Ownership	Definition in DCA and Clause 5.3.2 of DCA	As discussed in Point No 4 above, there are certain contradictions and confusion between the two different provisions of this Definition. Also, it is not necessary or desirable to have a lock-in period till the expiry of the Concession Period. Kindly delete the	Please refer the response to query no. 95.

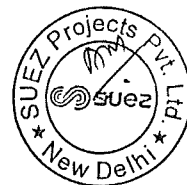
  
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	<p>point "j" of the definition and amend the Definition as:</p> <p>"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the Successful Bidder/ Consortium Members, together with its/their Associates, in the total Equity till the achievement of the COD and until the expiry of 2 (two) years there from each Consortium Member whose financial capacity (net worth) or technical capacity was evaluated for the purposes of the RFQ / RFP shall together subscribe and continue to hold not less than (a) 51% (fifty one percent) of the Equity; and (b) at least 5% (five percent) of the Estimated Project Construction Cost."</p>			RFP conditions to prevail
163	Debt Due	Definition in DCA	<p>Kindly amend the point "a" of the Definition as:</p> <p>"the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the cost of the Project (the "principal") but excluding any part of the principal that had fallen due for repayment one year prior to the Transfer Date"</p>	RFP conditions to prevail
164	Provided further that the Debt Due, on or after COD, shall in no case	Last line of Definition of Debt Due in DCA	This is a risk to the Concessionaire and this shall impact the chances of Financial Closure. Kindly remove this provision from the definition.	RFP conditions to prevail. It is hereby clarified that for the purpose of this clause, the cost

  
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	exceed 50% (fifty percent) of the cost of the Project:			of Project shall mean the EPC quote submitted by the bidder.
165	Mobilization Advance Security	Clause 2.3 and Clause 4.1.3 (f) of DCA	The Mobilization Advance Security should be applicable only on a payment of Mobilization Advance, i.e. as and when the Concessionaire requests for the Mobilization Advance. Kindly amend the Clause(s) as: "provide the Mobilization Advance Security to the Authority, on a demand of releasing the Mobilization Advance, in accordance with Clause 22.3 of this Agreement";	RFP conditions to prevail.
166	Authority's Conditions Precedent	Clause 4.1.2 of DCA	Kindly add following Conditions Precedent: a) The Authority shall have handed over to the Concessionaire, possession of the Project Site, including but not limited to Existing Project Facilities, free of encroachments and Encumbrance; b) The Authority shall have granted or caused to be granted all Applicable Permits, for the Project including licenses, consents, exemptions, permissions and approvals from the government agencies concerned necessary or desirable for development of the Project Facilities in the form and substance satisfactory to the	a) Please refer to provision under Clause 6.1.2 of Volume II  b) Please refer to provision under Clause 6.1.2 of Volume II

  
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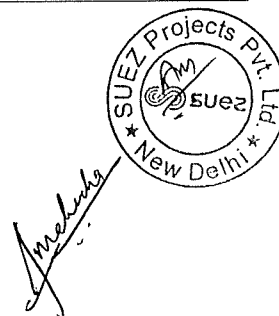






171	of any default or neglect of the Authority or on account of a Force Majeure Event. Preparation of CIP/ Construction of Additional Project Facilities	Clause 5.2.6 / Article 12 of DCA	The Clause / Article are not clear about the cost implication and funding of the additional or new items (over and above BOQ) that may be required for meeting the desired Service Level, than what had been envisaged during the Bid Stage. Kindly clarify on the mechanism to approve and fund any such additional or new items that may be required, in accordance with the CIP, to meet the desired Service Level.	Please refer response to query no. 61 (b).
172	Obligations of the Authority	Clause 6.1.2 (a) of DCA	Kindly amend the last line of the Clause as: " ..in procuring Applicable Permits required from any Government Instrumentality and in achieving Financial Close for implementation of the Project"	Agreed.
173	Change in Scope	Clause 16.1.1 of DCA	The definition provided in the Clause is very limited, and may not be able to cover the all scenarios. Considering the Concession Period of 25 years, it may not be possible to envisage all scenarios of the Change in Scope. Kindly revise the Clause in line with Model Document.	RFP conditions to prevail
174	Financial Close	Clause 21.1.1 of DCA	The time period provided for achieving the Financial Close is too low. While the time period for fulfilling Conditions	Agreed. The time limit is increased to 240 days.

  
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	<p>Precedent, and Financial Close is one of the Conditions Precedent, is at 1 year, this Clause provides only 120 days for fulfilling the Financial Close. This is contradictory, and the Concessionaire would run a risk of paying Damages. Kindly provide at least 270 days for the Financial Close, before Authority starts stipulating Damages.</p>		<p>a. It is hereby clarified that the staggered annuity model already has an inbuilt provision for time value of money. Further the bidders are expected to consider various cost and risk factors including the time value of money in their Financial Quote.</p> <p>b. Please refer the response to query no. 53</p> <p>c. It is hereby clarified that the Staggered Annuity Model has already considered such implications.</p> <p>d. Please refer response to query no. 61 (b)</p>
175	Annuity Payment of Composite Quote	Article 22 of DCA	<p>This is a big risk for the Concessionaire, and would impact the Financial Close. The Payment mechanism has following issues:</p> <p>a) This has not considered the time value of money;</p> <p>b) This has not provided any escalation to the BOQ Rate quoted by the Bidders;</p> <p>c) While the majority of the cost would be incurred during the first 4 years, the Authority is making only 20% of the Composite Quote payment to the Concessionaire, thereby transferring a big risk to the private developers; and</p> <p>d) This payment structure has not considered the eventuality of any additional or new items, over and</p>

  
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176	Reserve Fund Account	Clause 23.2 of DCA	above the estimated quantity at the Bidding Stage  This payment mechanism needs complete restructuring. It is not clear how the Reserve Fund Account would be utilized for the Project. Kindly clarify.	Please refer response to query no. 12.
177	Calculation of Force Majeure Cost	Last para of Clause 26.7.2 of DCA	Considering the Annuity is the payment available to the Concessionaire, not including a loss of Annuity Payment in the Force Majeure Cost would impact the financial viability of the Project, and directly impact Concessionaire's ability to service its debt obligations. This provision would adversely impact the chances of Financial Close. Kindly consider a loss of Annuity as a Force Majeure Cost.	RFP conditions to prevail
178	Termination Payment on account of Indirect Political Event and Political Event/ and on an account of Authority Default	Clause 26.9.2 (b) (ii) and Clause 26.9.2 (c) (ii)/ and Clause 29.3.3 (b) (ii) of DCA	a) Kindly clarify the methodology to calculate Net Cash Flow;  b) It might create an issue while determining the Net Cash Flow at the time of Termination; and  c) It is better to link the Termination Payment to the Adjusted Equity instead of Net Cash Flow  Kindly amend the Clause	a. Net Cash Flows to Equity is defined as : (Profit after Tax + Depreciation cost of assets owned by Concessionaire – Change in Working Capital – Debt Principal Repayments). b. Please refer to response (a) above. The Financial Plan submitted along with CIP shall be used to determine the Net Cash Flows at the time of termination, if any. RFP terms confirmed.
179	Kindly provide details of	a) Water Byelaws b) Approval from State Government		a. Please refer CCMC website

  
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	Assurance / availability of Funding	b. Please refer response to query no. 3.
180	<p>As per the DPR, the bulk water system including intake, WTP, raw water pumping etc. is operated and managed by Tamil Nadu Water and Drainage Board (TWAD). Please update who is currently responsible for</p> <ol style="list-style-type: none"> <li>Augmentation of works for Pillur and Siruvani Schemes</li> <li>O&amp;M of Pillur and Siruvani Schemes</li> <li>Major repairs and rehabilitation of Pillur and Siruvani Schemes</li> </ol> <p>Also, please mention if any contractor/sub-contractor is appointed for carrying out the above works.</p> <p>Secondly, please clarify who is the owner of the bulk water system- TWAD or CCMC?</p>	<p>Please refer the response to query no.1</p>
181	<p>As per the RFP, the Concessionaire is responsible for bulk water supply to the en-route beneficiaries. Please provide a list of these beneficiaries along with the current and future year-wise allocation which needs to be contractually adhered to. Also, please provide mechanism of reduction in supply in case of shortage of water (for example, whether the supply shall be reduced in the proportion of the allocation to these beneficiaries including CCMC or any other mechanism).</p> <p>How much water, concessionaire will get from the two schemes (or future schemes) for further distribution to the project area?</p>	<p>Please refer the response to query no.1</p>
182	<p>We understand that the bulk water supply to the en-route beneficiaries is the responsibility of the Concessionaire. Kindly clarify whether the O&amp;M cost attributable to these beneficiaries (eg. proportionate pumping cost for such bulk water supply, chemicals &amp; consumables, manpower) need to be considered in Bidder's O&amp;M quote or such cost shall be separately paid by CCMC or the respective beneficiary.</p>	<p>Please refer the response to query no.1</p>



*Ambedkar*

183	General	Please clarify the mechanism for claiming and payment of costs attributable to such bulk water supply. We feel that the minimum capacity of the bulk water system that needs to be designed and installed should be clearly specified in the tender. This will ensure bringing the bidders at the same level for evaluation as well as avoid any concerns during the execution of the Contract.	Please refer the response to query no.1
184	General	Please provide details of chemicals and other consumables consumption at each WTP- Pillur and Siruvani. Provide configuration diagram for interlinking the complete system	Please refer the response to query no.1
185	General	Provide inception report (present power load, outlet quality and chemical consumption guarantees) of all facilities.	Please refer the response to query no.1
186	General	Provide the SBC (soil bearing capacity) and condition of the existing ESRs.	Please refer to the response to query no. 120.
187	General	What will be the formula for O&M payments for additional consumer connections beyond 150,000 (or yearly target)	The Bidders O&M quote shall be inclusive of the O&M cost of the projected number of connections as provided under Clause 2.2.4 of the Part II, O&M module - Volume III including a provision for 5% additional connections. Any increase beyond such limits shall be considered as a Change of Scope event as per the provision of the Tender Document.
188	General	Please confirm who will construct the proposed MSR at Ramakrishnapuram?	By CCMC. Already constructed.
189	Article 17.2.10(b), 17.3.7(iii),	Alternative water supply – In case the concessionaire unable to provide the alternative supply, the employer may appoint the third party in consultation with us.	RFP conditions prevail.

  
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*Amalendu*



190	Article 17.8.2, Schedule 14 Clause 3.1.1	17.8.1, 17.8.2, Article 11.2.1	In exercise of the overriding powers by the authority, the cost and expenses incurred by the employer should be reasonable. Please correct the reference of Article 2.1 given in the paragraph.  The cost of shifting of obstructing facilities should be borne by the employer or should be reimbursed to the concessionaire.	Tender conditions to prevail
191	Article 22.1	Article 22.1	Please provide the escalation clause for inflation.	Please refer to the response to query no. 80.
192	Article 19.3.1	Article 19.3.1	Please provide the Concessionaire with a right to differ with the O&M inspection report.	Please refer the response to the query no. 53 Concessionaire to carry out rectification works as per report of Independent Engineer and also the Concessionaire shall have the opportunity to suggest further modifications or addition/deletion to O&M Inspection Report if required.
193	Article 12.2	Article 12.2	In clause 12.2(c) delete the word risk from the clause.  Please clarify whether the concessionaire is obliged to carry out the modification and changes after receiving the comments from the Independent Engineer or Authority, since the responsibility of review stays with the concessionaire in spite of review by Independent Engineer and Authority.	Agreed. The said clause is accordingly modified.  Further please refer to Clause 12.2 (d).
194	General	General	As per TOR, only 72 wards are covered under the project scope out of 100 wards. As per the DPR it appears that the system has been designed for the entire city. Please clarify whether the scope of work covers only part of the city or the entire city. Request you to provide the service area under the project scope in Autocad/GIS maps.	The details shall be provided along with the modified Tender Document.

  
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*Amalika*



*Anandha*

196	Article 22.1.2, Vol. II	Annuity payments: Since major cost will be incurred during the first three years of construction. Hence requested to increase the staggered payment of 5% each for first and Second year.	Please refer to the response to query no. 60 (a).
197	Article 22.1.8	If payments are delayed by the client on their account, client will pay bank rate plus 2% for the delayed payment period to concessionaire.	DCA conditions to prevail. It may be noted that compensation for late payment by the Authority under the DCA is already provided for in Clause 27.2.
198	Construction Period Definition, Volume II	Looking at the quantum of works, information/data available and our global experience, we request to increase the construction period to <b>Five years</b> for effective and optimized planning and execution.	RFP conditions prevail.
199	Article 38.11.	The cap of total liabilities, especially 100% of O&M value, is too high for such a project.  We request to replace the existing clause 38.11.2 with the following:  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 10% of the EPC Quote during the Construction Period and 100% of the average annual O&M Quote during the 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.	Please refer the response to the query no. 68.
200	Article 16.2	Please Insert Article 16.2.5:  The change of scope order resulting from change in the number of connections envisaged in the service area to those	RFP conditions prevail. Please refer to provision under Clause 2.2.4 of Part II – O&M Module, Volume III.

		contemplated in the approved CIP shall provide for cost escalation based on a proportionate increase in the O&M Quote.	
201	Section 2.2, Component III, Volume III	Please confirm the total nos. of Service Reservoirs to be constructed during the course of project. RFP mentions 48 nos. on page 19 and 29 on pg. 236 of O&M.	29 nos. of Service Reservoirs to be constructed during the course of project.
202	BOQ , Volume III	Please confirm that the BOQ provided is only indicative, and is not binding on the bidder and/or Concessionaire in any manner. The Concessionaire has the total flexibility of deciding on the design, material of construction, specifications, vendors and item rates in the CIP prepared during Study Period.	Yes, confirmed. The Concessionaire will have the flexibility in deciding on the design, material of construction, specifications, vendors and item rates in the CIP.
203	Clause 4.4, Volume II	There is no compensation for the Concessionaire if the termination is due to Authority's default.  Please confirm that the Authority will release the Construction Performance security and also allow the Concessionaire to retain the mobilization advance received till date of termination.	RFP Conditions prevail.
204	General	Please provide the guaranteed volume of raw water available at head works and allocated to Project Area.	Please refer the response to query no.1
205	Financial Closure	If the Concessionaire opts for working capital loans or credit line facility instead of conventional project finance, the 'debt due' shall also refer to such loans on the books of Concessionaire. Please confirm.	Agreed. The "Debt Due" as defined in the Volume II – Concession Agreement is modified accordingly.
206	Article 22, Calculation of	The calculation of Cumulative Payment Received does not include mobilization advance received. Please confirm that it is part of cumulative payment received.	It is hereby clarified that the term 'Cumulative Payment Received' does not include the

  
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*Amalendu*

	Cumulative Payment Received		Mobilization Advance received. The Payment calculations formula already has a provision for adjusting the Mobilization Advance.
207	Electricity Supply source	At what distance power source is available at existing and proposed MSR, SRs and Pump House.	Please refer the response to query no.1
208	Bulk Water Facilities	Please provide layout drawings of existing Intake Pumping stations and WTPs for both Pillur and Siruvani scheme.	Please refer the response to query no.1

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
1	Bid parameter	<p>We understand that the Bidder who offers the lowest Composite Quote (EPC +O&amp;M) will be selected as the preferred bidder and the payments for the EPC work done will be based on the unit rates proposed by the concessionaire in CIP.</p> <p>From our experience, we feel that the agreement on unit rates in CIP is not going to easy and there could be lot of litigations on RTI related issues on this.</p>	<p>We would request the Authority to consider the following:</p> <ol style="list-style-type: none"> <li>EPC – bidders to quote the unit rates for the BoQ provided in the tender and sum of the amounts of BoQ will the total EPC quote of each bidder</li> <li>O&amp;M – bidders to quote for the O&amp;M quote for the 1<sup>st</sup> of the 25years</li> <li>Tender to prescribe the notional escalation factors for each of the 25years, which shall be used for evaluation purpose only</li> <li>Composite quote for each bidder for the purpose of evaluation shall be calculated based on the EPC quote + O&amp;M price for 25years (based on the 1<sup>st</sup> year O&amp;M quote by concessionaire and notional escalation factor stipulated in tender)</li> <li>Bidder with lowest composite quote and whose bid is responsive shall be declared as preferred bidder</li> </ol>	<p>Tender conditions to prevail.</p>
2	General – escalation during the 25years of contract	<p>It is a normal practice, for any contract over 5years term, that the risk of evolution of price escalation in capex and opex is taken by client based on the indices (CPI and WPI) to be published by GoI. If bidders are asked to take this risk of future escalation, especially for a contract of 25years term, bidders would unnecessary take too much cushion in their bid which is waste of public exchequer.</p>	<p>We request that for the purpose of actual payments on account of EPC and O&amp;M to the concessionaire:</p> <ol style="list-style-type: none"> <li>All the payments shall be escalated based on formulas to be prescribed in tender</li> <li>For EPC – the weightage shall be for various items such as MDPE pipes/ DI pipes/ WPI/ CPI etc</li> <li>For O&amp;M it shall be based on WPI and CPI</li> <li>Base indices shall be the indices 3 months before the bid due date for O&amp;M and for EPC the base indices shall be Oct 2013 (the year the project cost was estimated)</li> </ol>	<p>Please refer to the revised provision in the corrigendum 1.</p>

  
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*Amelika*

Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
3	Article 22.1.2, page 81	<p>a. Year wise composite % is very low in year 1 and 2. There appears to be back loading of this cap – lesser percentage in the initial years and higher % in the later years.</p> <p>b. These payments are expected to cover at least significant part of capex + O&amp;M. Apart from the capex and O&amp;M expenditure, Concessionaire has to invest significant money in setting up offices, establish fleet of vehicles, mobilise at least 300 – 400 staff etc.</p> <p>c. Hence we request you to increase the cap of composite % for the initial four years and reduce it in later years.</p>	<p>We request the year cap for initial 5 years be increased to:</p> <ul style="list-style-type: none"> <li>• Year 1 increase it to 5.5% from current 2.5%</li> <li>• Year 2 increase it to 6.0% from current 3.3%</li> <li>• Year 3 decrease it to 6.5% from current 6.8%</li> <li>• Year 4 decrease it to 7.0% from current 7.4%</li> <li>• Cumulative up to year 4 increase it to 25% from current 20%</li> <li>• Adjust this increase 5% = (25%-20%) from year 11 to year 25</li> </ul> <p>You would appreciate that the time is of essence for any project and for timely completion of projects it is essential to have smooth cash flows.</p>	<p>Please refer to the revised provision in the corrigendum 2.</p>
4	Article 22, page 81	<p>There is also no payment envisaged between Effective Date (ED) and Appointment Date (AD). However, Concessionaire will be incurring significant expenditure on studies and manpower.</p>	<p>Between ED and AD, we request the following payments be allowed based on following milestones:</p> <ol style="list-style-type: none"> <li>a. Advance Procurement plan: 1.25% of capex quote (75% on submission and 25% on approval)</li> <li>b. CIP: 1.25% of capex quote (75% on submission and 25% on approval)</li> <li>c. O&amp;M Plan: 1.25% of capex quote (75% on submission and 25% on approval)</li> <li>d. Implementation schedule + Communication Plan + Takeover Plan: 1.25% of capex</li> </ol>	<p>Tender conditions prevail.</p>

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
5	Article 3.1.1 of schedule 13 – Escrow Agreement	<p>Deposits into the escrow account: It appears that the intention of this Article is to ensure that all monies are routed through the Escrow Account.</p> <p>This is neither practical nor it is implementable.</p> <p>Even if the concessionaire opts for project financing, the project financing will be for working capital only as Authority is going to bear the 100% cost of the EPC quote</p> <p>Further in case of project financing, there will be certain amount of funding towards concessionaires own assets (building/ vehicles/ software/ hardware etc). Interest During Construction etc. Similarly any shareholders loans</p> <p>Therefore the requirement to push all funds through Escrow Account is not feasible.</p>	<p>quote (75% on submission and 25% on approval)</p> <p>e. These payments shall be treated as part of the 1<sup>st</sup> year Yearwise composite % (requested to be enhanced to 6% from current 2.5%)</p> <p>In this respect, we request the Authority consider the following funds to be pushed through Escrow Account:</p> <p>a. All the Grants from Authority/ Government/ Government Instrumentality</p> <p>b. All the user charges collected from customers</p> <p>c. Rest of the transactions are not essential to pass through the Escrow Account</p>	<p>Tender conditions prevail</p>

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
6	Article 23.2	Reserve Fund Account: It is not clear who will party to this account? The linkage between Reserve Fund Account and the Escrow Account is not clear Further, answers to prebid query 12 – it is mentioned that 3 months of reserve fund will be kept in Reserve Fund Account, where as the same is not stated in Article 23	We request: a. Authority to clarify the working mechanism between Reserve Fund Account and Escrow Account b. The 3 months reserve shall be kept in Escrow Account and not in Reserve Account c. The user charges collected shall be deposited into Escrow Account directly. If these monies are required to be routed through Reserve Fund Account for legal purpose, then there shall be a clause in Article 23 that Authority will undertake to get such monies transferred into Escrow Account within 1 business transaction day and default of this account shall be a breach of Contract by the Authority	a. The Bidders are informed that Reserve Fund Account is being created as a payment security mechanism to provide comfort to the Concessionaire executing the Project. b. Tender conditions to prevail. c. In the event the funds in the escrow is not sufficient to meet the payment obligations of a particular period, the Authority shall transfer funds from the Reserve Fund Account to the Escrow Account. The Bidders are advised to review Article 23.2 of the DCA.
7	Article 22, Page 81	Currently there is no mechanism to do any capex works between ED and AD. Concessionaire can start work on bulk meters and other pre-identified works such as transmission mains/ segmentation of areas etc. Without such provision the purpose of developing Advance Procurement Plan is defeated.	Concessionaire shall be given flexibility to start implementing certain capex between ED and AD which are mutually agreed between the parties (part of Advance Procurement Plan). Concessionaire shall be paid based on the actual work done and unit rates and these payments shall be treated part of the 1 <sup>st</sup> year Yearwise composite % (requested to be enhanced to 5.5% from current 2.5%).	Tender conditions prevail. Further, please refer to the revised provision in the corrigendum 2.
8	Article 22, page 81	Payment of EPC quote and O&M invoices. Period of payment: currently it is specified as quarterly payment for both EPC and O&M. Quarterly	We request that the: a. O&M payments shall be on monthly basis b. O&M Invoice shall be based on prorated O&M Quote for the relevant Concession Year and to be paid within 5 working days	Please refer to the revised provision in the corrigendum 3, 4 & 5.

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
9	Article 22, Page 81	<p>payments will lead to huge requirement of working capital from concessionaire, which will eventually be loaded to bid and wastage of public exchequer. Only banks get benefitted out of this.</p> <p>Currently it is not clear as to how the EPC quote will be quoted by concessionaire (lump sum or based on BoQ) and how the EPC payments will be released to concessionaire (based on actual measurement of works done on ground or based on milestones)</p>	<p>upon submission of monthly O&amp;M monthly invoices. Checking the performance related to the month and any deduction/ incentive shall be adjusted in the subsequent months.</p> <p>c. While EPC payments shall be based on running account bills to be raised by concessionaire based on his convenience.</p> <p>d. For EPC, we request that 80% of the unit rate quoted in tender be paid on receipt of any goods at site, 15% on laying/ installing and remaining 5% on commissioning of respective works.</p> <p>e. We request that 75% of the value of EPC invoice shall be paid within 7 working days and the remaining 25% to be paid within 60 days of submission of Invoices. Any delayed payments thereof shall attract and interest at the rate of SBI base rate + 400 basis points</p> <p>f. Such clear procedure is essential to be drafted into the contract for timely completion of the project as the smooth cash flow is very essential for on time performance</p> <p>a. We suggest that the concessionaire shall quote unit rates for the BoQ provided in tender by CCMC. Sum of all these items will be the EPC Quote.</p> <p>b. However, concessionaire should have the flexibility to bring in new ideas/ technologies/ new items not in BOQ or deleting some of the items in BOQ at the time of preparing the CIP while being within the EPC quote provided at the time of bid.</p> <p>c. While preparing CIP, the concessionaire</p>	<p>Tender conditions to prevail.</p>

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
10	Article 22.2 (ii)	Early completion of EPC	<p>shall use the same unit rates which were quoted by him in his bid for the retained items.</p> <p>d. For the new items introduced in CIP, concessionaire will have to use the latest schedule of rates applicable or in the absence of the schedule of rates, the unit rates shall be based on market rates justified with quotations.</p> <p>e. Actual payment to Concessionaire shall be based on the actual measurement done on the site and as per the unit rates in CIP and as per the point 'a' above.</p> <p>Our understanding is that if concessionaire is able to achieve the capex progress more than envisaged in cumulative EPC Target % in any concession year, concessionaire is entitled to get immediate payments for works done over and above the minimum cumulative EPC Target %. In such a case, the gap between actual cumulative EPC work done and the cumulative EPC target % will be taken out of future cumulative Yearwise composite %. Please confirm.</p>	Tender conditions to prevail.
11	Financial Close	The terms Financial Close, Financing Package, Financing Agreements etc. are extensively used in the Concession Agreement. Since concessionaire is not investing, per say, in the contract and concessionaire is only going to manage the working capital, the requirement of Financial Close is superfluous in the Agreement.	We request that the Financial Close shall not be made mandatory. Option to go for Project Financing or for working capital financing by its own resources shall be left to concessionaire. Hence we request that the requirement of financial close should be left to the option of concessionaire. If concessionaire is not willing to go for project financing, then all the related and connected provisions in this Agreement related to Financial Close shall not be applicable to the Concessionaire in the event the latter	Please refer to the revised provision in the corrigendum 19.

  
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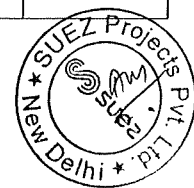


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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
12	Scope of EPC works + creation of future assets after COD	<p>Following two points are not clear in the contract:</p> <p>a. EPC quote of is linked to 150,000 water connections – means any cost of connections over and above 150,000 will be borne by CCMC. However, how would the concessionaire be responsible for any potential increase in the length of pipelines? As of today neither concessionaire nor CCMC is in position to accurately estimate correct length of the pipelines that would be required in 2020. This cannot be covered under design risk, which of course concessionaire will take</p> <p>b. After the completion of the construction period, should there be need to lay new pipelines or construct a reservoir or installation of new water connections, who would bear the cost of assets?</p>	<p>doesn't make the choice of project financing through lenders. Please confirm.</p> <p>Following could be a possible solutions:</p> <p>a. Like cap on water connections within EPC quote, we request a cap on the following items as well within EPC quote:                      ✓ 1000 Km up to 300 mm pipelines                      ✓ 140 Km for above 300 to 800mm pipelines                      ✓ 15 Km for above 800mm pipelines</p> <p>b. Creation of any new asset beyond COD shall be the responsibility of CCMC. Cost of O&amp;M of these assets, as per the provisions of the contract, if they are downstream of MBRs will completely borne by concessionaire. Additional cost of electricity due to such new facilities will be borne by CCMC.                      Please confirm.</p>	<p>a. Tender conditions prevail.</p> <p>b. It is clarified that in case of any additional requirement of MBR/MSR during the project period due to the increase in demand despite the Bidder meeting all its performance objectives, the same shall be constructed by CCMC at its own costs.</p>
13	Definition of major and minor maintenance	<p>Current definition of major and minor maintenance is not very clear and it is not objective. Current definition is based on the cost and this could lead to complications while</p>	<p>We request that the major and minor maintenance shall be defined as below:                      Minor Maintenance: Concessionaire is responsible and shall bear the cost of all Minor Maintenance which is shall include:</p>	<p>Tender conditions to prevail.</p>

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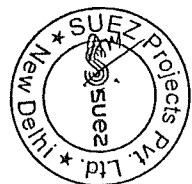
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
		<p>implementation.</p>	<p>a. Routine maintenance of mechanical, electrical, electronic and instrumentation equipment, motorized transport, whether undertaken by Concessionaire or contracted out, including provision of spare parts, all in accordance with manufacturer's recommendations and subject to following the Standard Operating Procedures</p> <p>b. Repair or replacement of pumps, drive-in motors less than 10KW capacity</p> <p>c. Fixing leaks in pipes up to 300mm (including 300mm) and associated fittings including cost of associated works such as road cutting, earthwork excavation, refilling the trenches and restoring surfaces as long as pipe replacement required is lower than 10m in length</p> <p>d. Repair, maintenance or replacement of valves and bulk water meters up to 300mm (including 300mm) to ensure functionality</p> <p>e. Regular painting, patching and protection of structures</p> <p>f. Software upgrades, hardware maintenance including spares and consumables;</p> <p>Major Maintenance shall mean any maintenance of assets that is not Minor Maintenance</p>	
14	<p>Article 38.11.1, page 127</p>	<p>The content of this provision goes beyond the intended purpose of liability limitation. As a standard for this kind of projects, the only exception admitted for loss of profit, indirect or consequential</p>	<p>In that respect we request the Authority to amend the provision as follows: <i>"Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be liable to the other Party, whether in contract, tort or otherwise, for any loss of use of any</i></p>	<p>Please refer to the revised provision in the corrigendum 6.</p>

  
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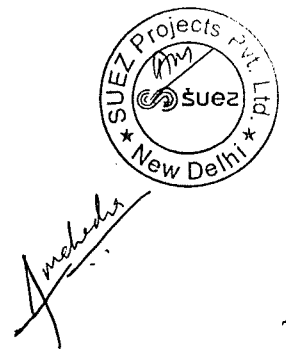




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Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
15	Article 38.11.2, page 127	<p>loss or damage shall be the existence of the Concessionaire's fraud, gross negligence or wilful misconduct.</p> <p>In addition this article is in discrepancy with Clause 27.1 which provides that no compensation shall be payable for any consequential losses incurred by the Authority</p>	<p>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 Agreement. 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."</p>	<p>Please refer to the revised provision in the corrigendum 7.</p>
16	Article 32.1.1, page 112	<p>By making reference to article 29 and to the entire article 32, the Concessionaire liability will result uncapped. The content of this provision goes beyond the intended purpose of liability limitation. Further the limit of liability is too high for a contract of this nature.</p> <p>The concessionaire liability is too extensive in terms of General Liability and not in compliance with the normal practice and with the international standards.</p>	<p>In that respect we request the Authority to amend the provision as follows: "Notwithstanding anything to the contrary contained in this Agreement, 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 32.1.1, 32.2.1 (a) and (b), and article 32.2.2, shall not exceed the 10% of the EPC Quote during the Construction Period and 10% of the O&amp;M Quote for the applicable Concession Year during the 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."</p>	<p>We request the provision be modified as: "The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government instrumentalities and Government owned and/or controlled enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from</p>

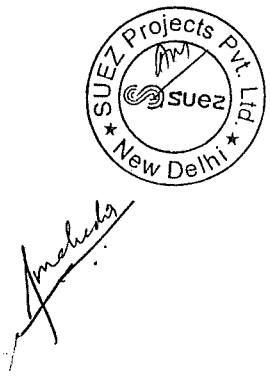
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Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
17	Article 32.1.2, page 112	The provision provides with a very limited and restrictive events of Authority liability entitling the Concessionaire to be indemnified. The provision is totally unbalanced as the indemnification of the Concessionaire will be listed as termination events for authority breach of Contract. In that respect, we suggest a mutual indemnification provision based on the same terms under Clause 32.1.1	<p>third parties for any loss, damage, cost and expense of <del>whatever kind and nature</del>, whether arising out of any breach by the Concessionaire or of any of its obligations under this Agreement or <del>any related agreement</del> or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User, or from any negligence of the Concessionaire under contract or tort save and except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons."</p> <p>We request the provision be modified as: "The Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of <del>whatever kind and nature</del> arising out of (a) defect in title and/or the rights of the Authority in the land comprised in the Service Area, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which <del>materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement</del>, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement, and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, Concessionaires, servants or agents, the same shall be the liability</p>	Please refer to the revised provision in the corrigendum 9.

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
18	Article 35.1 and 35.2, page 119	As a general principle and the accepted standard, the applicability of Change in Law provision shall not be subject to any kind of threshold.	<p><i>of the Concessionaire."</i></p> <p>In that respect we ask the Authority to amend the relevant provisions as follows: <i>"If the Concessionaire suffers (or will suffer) delay and/or incurs (or will incur) additional cost as a result of these changes in the Laws or in such interpretations made after the Bidding date, the Concessionaire shall give notice to the Authority, and shall be entitled to:</i></p> <p><i>(a) an extension of time for any such delay, if completion is or will be delayed</i></p> <p><i>(b) payment of any cost, which shall be added to the Contract Price."</i></p>	Please refer to the revised provision in the corrigendum 10.
19	Article 35, page 119	<p>a. The Change in law provision covers exclusively the construction period. This is out of standards and normal practice</p> <p>b. Under this article, there is no specific provision providing for time extension whenever the concessionaire performance of contract is impacted by an event of change in law. This is a standard and shall be introduced in the contract;</p>	<p>a. We request the Authority to amend the provision in order to apply content of Change in Law provision to the entire duration of the Agreement.</p> <p>b. We request the Authority to amend the provision providing that any Change in Law impacting the concessionaire performance of its duties will entitle to time extension</p>	Please refer to the revised provision in the corrigendum 10.
20	Article 9, page 43, Performance Security	<p>a. When to furnish Performance Security for EPC</p> <p>b. When to furnish Performance</p>	<p>a. If concessionaire is allowed to carryout the EPC works in between ED and AD and is also paid for the same, then the performance security can be provided within 4 weeks of ED. Otherwise, the performance Security shall be provided within 2 weeks of AD</p>	<p>a. Tender conditions prevail.</p> <p>b. Please refer to the revised provision in the corrigendum 13.</p> <p>c. Tender conditions to prevail.</p> <p>d. Tender conditions to prevail.</p>

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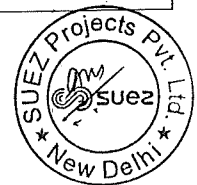
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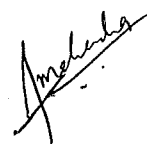


Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
21	General	<p>Security for O&amp;M</p> <p>c. Value of Performance Security for O&amp;M prescribed is too high</p> <p>d. Replenishing the performance securities (Article 9.2): Upon Authority encashment and appropriation from the Construction Period Performance Security or the Operation Period Performance Security, the Concessionaire shall, replenish the security to the original level</p>	<p>b. It is requested that the O&amp;M of all assets between Preliminary Takeover Date and AD shall be carried out by CCMC. Therefore, the performance security shall be provided within 1 weeks of AD</p> <p>c. Performance security for O&amp;M may please be reduced to 10% of the O&amp;M quote for the relevant concession year to be provided annually</p> <p>d. This is a revolving security is beyond the normal practice and objective of the article while exposing the concessionaire to a high financial risk. You may refer to standard FIDIC conditions or any other such relevant standard documents, such a request is not a standard practice. We request the Authority to delete this provision</p>	<p>The Bid Due Date shall remain unchanged unless otherwise notified by Authority.</p>
		<p>Extension of time to bid</p>	<p>Though the tender document is extremely well done, there are significant number of queries that are still needed to be clarified by the Authority. In our experience, it is worth spending few weeks now to resolve the issues which otherwise may impact adversely the implementation of the project for the entire 25-year of the term. Therefore, we would request you to:</p> <p>a. Hold the second pre-bid meeting, probably at Chennai in the presence of key decisions makers – this is to ensure that our concerns are correctly understood</p> <p>b. Extend the bid submission date to 60 days from the date the clear answers to these queries are provided by the Authority.</p>	

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
22	O&M of assets up to Appointment Date	In the period between Preliminary Takeover Date and AD, concessionaire is expected to study and understand the system so that they can design the changes required. If concessionaire is burdened with O&M of assets during this period, which will be purely fire fighting in nature, concessionaire will end up losing lot of time and efforts.	Therefore, we request that the O&M of all assets up to AD shall be the responsibility of CCMC. Please confirm.	Tender conditions prevail.
23	1.2.4 R.F.P. P. No. - 12	Bid Security/ Performance & Mobilization Advance format	We will provide these securities from scheduled bank. Please confirm that is acceptable. Further attached is the changes requested in the formats of these securities.	Tender conditions to prevail.
24	General	Who will bear the cost of tankers? Water tankers are being used by CCMC to supplement the current supply system and concessionaire is expected to fix these deficiencies before COD and reduce the water supply through tankers.	In this matter our understanding is that cost of all water tankers will be borne by CCMC till COD. Please confirm.	Agreed. However, the Bidder shall make its own arrangement of water required for carrying out the EPC works.
25	CA 4.4, page 25	In the event the non-occurrence of the Appointed Date is due to reasons attributable to the Concessionaire, the Construction Period Performance Security, shall be encashed and appropriated by the Authority as damages and the Concessionaire will not be entitled to any claim. But in the event the deemed termination results from the Authority default, then the Concessionaire shall waive any	We request the Authority to amend the provisions in order to put the parties into a balanced and equal position by granting the concessionaire rights to claim the costs incurred and the damages suffered.	Tender conditions to prevail.


  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
26	CA 7.2, Page 40	rights and claim toward the Authority A part of the capital expenditure required for the Project shall be incurred from the grants to be received from the Authority	We ask the Authority to represent and warrant that the grant is in place and available at the date of the signing of the concession agreement and for all the necessary duration.  In addition to the foregoing we ask the Authority to insert as Authority Conditions precedent under Clause 4.1.3.	Tender conditions to prevail. The Bidders may please refer to Clause 7.2 (a).
27	CA 28.1., page 99	Upon occurrence of a Concessionaire Default which affects or is likely to affect the operation and maintenance of the Existing Project Facilities during the Preliminary Operation Period or the Initial Operation Period and the Project Facilities during the Operation Period, the Authority shall be entitled to suspend.  We do consider that a suspension shall occur only in the event of unsafe operation and maintenance and in general if safety requirements are not fulfilled	We ask the Authority to amend the provision considering that the right of suspension shall be subject to the undisputable existence of unsafe operation and maintenance jeopardising the health and safety and/ or to the existence of a Material Adverse Effect	Please refer to the revised provision in the corrigendum 11.
28	CA 29.1.1 ( a), page 101	In accordance with CA clause 9.2.1 the Concessionaire shall replenish or provide new performance bonds once encashed, failing which, the Authority is entitled to terminate the Agreement	We ask the Authority to delete the provision as per our comment in connection with Clause 9.2.1	Tender conditions to prevail.

  
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*Amalika*

Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
29	CA 29.1.1 ( b), page 101	Reference to replenishment of Performance bonds	In accordance with our comment in connection with Clause 9.2.1, the reference to replenishment of the Performance bonds shall go.	Tender conditions to prevail.
30	CA 29.1.1 ( f), page 101	the Punch List items have not been completed within a period set forth in Article 14.1;	We ask the Authority to insert the concept of Material Adverse Effect	Tender conditions to prevail.
31	CA 29.1.1 ( p), page 102	Any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;	We ask the Authority to insert the concept of Material Adverse Effect	Tender conditions to prevail.
32	CA 29.1.1 ( t), page 102	An Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days.	We ask the Authority to extend the cure period up to 60 days	Please refer to the revised provision in the corrigendum 12.
33	CA 29.2, 103	The conditions of termination are very restrictive unbalanced and finally not comprehensive of the normal events of termination as per the current standards.	We ask the Authority to consider termination for any Authority major defaults in complying with any provision of this Agreement. In that respect the Concessionaire shall be entitled to termination upon the occurrence of any event as set forth under clause 6.1 and for the events as follows:(i) the Concessionaire does not receive the amount due under an Interim Payment Certificate within the expiry of the time stated under the Agreement within which payment is to be made;  (ii) a prolonged suspension of 60 days for which the Concessionaire is not in default affecting the	Tender conditions to prevail.  Please refer to Article 28.5.2.

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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
34	CA 9.1.3, page	The Concessionaire shall, for the performance of its obligations during the Preliminary Operation Period, Initial Operation Period and the Operation Period, provide guarantee from a Bank for a sum equivalent to 50% of the O&M Quote for the relevant Concession Year	whole of the Works or  (iii) the Authority becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.  The amount of the bond is too high and out of the standards. We ask the authority to consider 5% instead of 50% of the O&M Quote for the relevant Concession Year	Tender conditions to prevail.
35	CA 29.3.3, 104	Termination payment for Authority default. The concept of Debt Due shall not be applicable to the Concessionaire as the latter is not borrowing any external loan (not recurring to any project financing). In that respect the termination payments conditions shall be different to what provides under the Agreement.	We ask the Authority to amend the provision in accordance with the below:  The Authority shall pay to the Concessionaire (i) all dues for the Works and services performed, (ii) all overhead costs as per the books of accounts of the Concessionaire, (iii) repatriation costs of all staff deployed on the contract, the cost of satisfying any and all obligations, commitments and claims that the Concessionaire may in good faith have undertaken with any third party in connection with the Contract and that are not expressly covered under the Contract (iv) Present value of all future Concessionaires Remuneration till the Expiry Date of the Agreement as if Concessionaire	Please refer to the revised provision in the corrigendum 20.

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
36	CA.29.3.2, 104	The deterrent for Authority to terminate the Agreement after completion of COD or during the construction period is very limited which is a major risk for concessionaire.	would have performed his duties discounted at SBI base rate on the date of termination  Therefore, we request that for the Authority's event of default, the termination payments shall include the following in addition to what is already mentioned: “ Authority shall pay an amount equivalent to O&M quote for subsequent 5years from the date of termination.”	Tender conditions prevail.
37	CA 29.3.1 & 29.3.2	Termination payment for concessionaire default. The concept of Debt Due shall not be applicable to the Concessionaire as the latter is not borrowing any external loan (not recurring to any project financing). In that respect the termination payments conditions shall be different to what provides under the Agreement	we request that for the Authority default, the termination payments shall be as follows: After a Notice of termination has taken effect, the Authority may: (a) withhold further payments to the Concessionaire until the costs of design, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established; and/or (b) recover from the Concessionaire any damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Concessionaire as per valuation at date of Termination. After recovering any such losses, damages and costs, the Employer shall pay any balance to the Concessionaire.  Notwithstanding anything to the contrary is agreed that the amount due by the Concessionaire will not exceed the cap of liability as stated under the Agreement	Please refer to the revised provision in the corrigendum 20.

  
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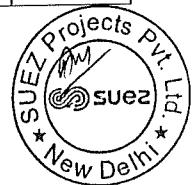




Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
38	General	Penalty: We understand that Penalty shall mean a liquidated damage and hence any amount stated in the Agreement to be paid by the Concessionaire whenever the Concessionaire is noncompliant with the guaranteed performances prescribed under the Agreement for reasons attributable to a default by the Concessionaire, (excluding force majeure or Authority default).	The penalties shall be capped at 5% of the annual EPC Composite Quote and annual O&M Composite quote as the case maybe. Payment of this amount shall be considered as a liquidated damage and shall fully satisfy the Authority in respect of noncompliance and no further amounts may be claimed for damages or compensation from the Concessionaire in respect thereof.  Please clarify	Tender conditions to prevail. Please refer to the liability cap provided in Article 38.1.1.
39	C.A. 26.9, page no. 95	26.9 Termination Payment for Force Majeure Event	Provision of the clause no. 26.9 are considering Debt Due in each point. As per Debt Due definition, it is related to financing for the project. It should be acceptable to Authority to make Termination Payment to the Concessionaire even if the project is funded by it's own funds or credit limits.	Tender conditions prevail. Further, please refer to the revised provision in the corrigendum 20.
40	C.A. 29.3, page no. 104	29.3 Termination Payment	Provision of the clause no. 29.3 are considering Debt Due in each point. As per Debt Due definition, it is related to financing for the project. It should be acceptable to Authority to make Termination Payment to the Concessionaire even if the project is funded by it's own funds or credit limits.	Tender conditions prevail. Further, please refer to the revised provision in the corrigendum 20.
41	C.A. 16.3, page no. 59	16.3 Payment for increase in scope of work  ..... and after making a proportionate deduction of 10% of	10% retention is on higher side; either it should be 5% retention or PBG equivalent to 5% of additional payment on A/c of increase in scope of work.	Tender conditions to prevail.

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
42	Clause 2.13.5(b) of ToR O&M	<p>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 .....</p> <p>As per the clause, the network shall be fitted with isolation valves such that any intervention for maintenance shall not affect more than 100 consumer connections.</p> <p>However, as per the BoQ provided in the RFP and as per DPR, about 550-560 valves have been proposed which makes on an average, 260 connections per valve.</p> <p>Therefore, we request you to relax this criteria to "the network shall be fitted with isolation valves such that any intervention for maintenance shall not affect more than 300 consumer connections".</p>		<p>Please refer to the revised provision in the corrigendum 16.</p>
43	Clause 3(a) of ToR O&M	<p>The clause requires the Concessionaire to serve in the extended boundaries of Service Area during the O&amp;M Period. However, any expansion of Service Area shall add to the establishment and associated O&amp;M cost as compared to the growth within the Service Area. This incremental cost cannot be</p>		<p>Please refer to the revised provision in the corrigendum 17.</p>

  
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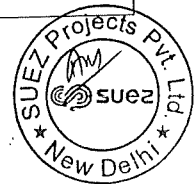




Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
44	Clause 4.1.1 of ToR O&M	<p>estimated at this stage. We therefore request you to freeze the Service Area to existing boundaries of 60 wards.</p> <p>The Operating Functions under Storage and Distribution require repairs, rehabilitation and network expansions. At this stage of bidding, it is not possible to envisage the network expansions and estimate cost for the same. We therefore request you to allow the Concessionaire to submit the network expansion costs separately as and when required and get reimbursement from the CCMC as per the approved plan.</p>		Tender conditions to prevail.
45	Clause 4.1.2 of ToR O&M	<p>The Asset Replacement Schedule has been provided in this clause. In line with provision under Clause 2.2.5, we understand that the cost of Scheduled Replacement as per the given table, except the scheduled replacement of Consumer Meters, shall be paid separately by CCMC and need not be included in the O&amp;M cost of the Bidder. Please confirm.</p>		Tender conditions shall prevail.
46	Clause 4.2.4.1 of ToR O&M	<p>The Concessionaire (now CCMC as the scope of the Concessionaire is now limited to only O&amp;M of distribution system) has to schedule a planned downtime of 120 hours in a year in consultation</p>		Please refer to the revised provision of the DCA in the corrigendum 21.

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
47	Clause 4.2.2.2 A(e) and 4.2.6.1 of ToR O&M	with CCMC. Please confirm that for such duration, the Concessionaire shall not be under obligation to provide continuous water supply to the consumers. In accordance with the Clause 4.2.2.2 A(e), please confirm that the water quality, sampling and testing lab mentioned under Clause 4.2.6.1 shall be funded under the CIP to be prepared by Concessionaire. In other words, the land, building, all the instruments and glassware shall be funded by CCMC under the CAPEX and the Concessionaire shall not require to consider any expenses for establishing the lab.		Please refer to the revised provision of the DCA in the corrigendum 18.
48	Clause 4.2.6.2 of ToR O&M	The Concessionaire is expected to collect all water samples and provide and submit in a timely manner all such samples to the CCMC for analysis. Please clarify whether the responsibility of testing and analysing lies with the Concessionaire or CCMC.		Tender conditions prevail. It is clarified that the Concessionaire shall be solely responsible for ensuring the quality of water supplied. However, the Authority might carry out random tests on its own to ensure that the water quality is in accordance with the applicable norms.
49	Clause 2.1 IV(e) of ToR Construction Module	As per this clause, the Concessionaire is required to study the distribution system even outside the Service Area. However, we presume that the Service Area system is independent from the system outside the Service Area. Otherwise, there is possibility of		Please refer to the revised provision in the corrigendum 22.

  
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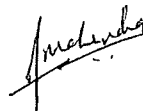


Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
50	Clause 2.1 IV(e) of ToR Construction Module	<p>conflict of interest especially in allocation of bulk water to the Service Area and outside the Service Area. We therefore request you to limit the study to the Service Area only.</p> <p>On Page No 15 of the ToR Construction Module, either the numbering is incorrect or some paragraphs are missing. The Flow and Pressure Measurement, Hydraulic Network Model, etc. are numbered as 15, 16,... However there is no preceding number to these paragraphs. Kindly update.</p>		<p>It is hereby clarified that there is no paragraph or content is missing and the sequence of numbers for the sub headings may please be read as</p> <p>e. Assessment of Distribution System</p> <p>f. Flow and Pressure Measurements (FPM)</p> <p>g. Hydraulic Network Model (HNM)</p> <p>h. Network Assessment</p> <p>i. Assessment of the Billing and Collection Systems</p>
51	Clause 2.3.4 of ToR Construction Module	<p>Field Survey: Since the construction or augmentation of intake, raw water pipelines, clear water pumping main, WTP are not in the scope of the Concessionaire, we request you to remove the requirement of carrying out Field Survey for these components.</p>		<p>It is hereby clarified that field surveys for the components in the upstream of MSR/MBR which are not included in the Scope of Work are not required to be carried out by the Concessionaire.</p>
52	Clause 2.4.2 of ToR Construction Module	<p>Please clarify whether CCMC shall arrange the electricity supply required for construction purpose.</p>		<p>Tender conditions prevail.</p> <p>The Concessionaire shall make its own arrangement for the electricity supply by coordinating with the concerned departments / creating alternate provisions.</p>

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
53	Clause 2.4.20 of ToR Construction Module	Kindly explain the requirement in detail. Also please specify relevance of this clause to this Contract.		The Bidder may please refer Article 17 of Volume II – Draft Concession Agreement.
54	Clause 2.4.22 and 2.4.23 of ToR Construction Module	Since the Water Treatment Plant, Raw Water Pipeline, Intake etc. shall not be the part of this Contract, the clause is not fully applicable for this Contract. Most of these should be applicable to the Contractor responsible for EPC of these works. Please clarify.		It is clarified that all applicable Pre-Commissioning and Guarantee tests shall be done by the Concessionaire only for the EPC components included in the scope of work.
55	Clause 5.2.5(h) of Concession Agreement	In view of the change in Concessionaire's scope as per the replies of the 1 <sup>st</sup> pre-bid meeting, it is important that CCMC guarantees minimum bulk water quantity and water quality at the MSR locations. In case such quantity is not made available to the Concessionaire, the Concessionaire is not obliged to meet the KPIs. The same needs to be clearly specified in the RFP documents.		Tender conditions prevail. It is clarified that the quantity of water available shall be as provided under the clause 1.5.1 and 1.5.2 of the Section I, Part I of Vol III of tender documents. The quality of water supplied shall be no worse than the quality of water supplied by CCMC at the outlet of the MSR(s). Further, if the quality of water supplied at the outlet of the MSR(s) doesn't meet the applicable quality standards, the Concessionaire shall promptly notify the Authority so that appropriate action can be taken by the Authority.
56	Clause 5.2.5(i) of Concession Agreement	We presume that the requirement of the assessment of the existing treatment works is not relevant now in view of the change in Concessionaire's scope. In case the same is still to be		Tender conditions to prevail.

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting.

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
		<p>carried out by the Concessionaire, please clarify whether the CIP shall also include the bulk water facilities such as Water Treatment Plant, Intake Well, Transmission Pipelines etc. If so, the value of works suggested in CIP shall be much more than the EPC value quoted by the bidder.</p> <p>Also clarify whether the CIP value (for the components defined in the indicative BoQ provided as part of the RFP documents) higher than the EPC quote of the bidder is acceptable provided that the Concessionaire provides appropriate justification in the CIP. In such case, how the Concessionaire shall be compensated for the additional value?</p>		
57	Clause 5.2.6(c) of Concession Agreement	<p>The Clause reads as:                      “....                      Provided that no such approval may be deemed, if, pursuant to the draft CIP additional works is required to be performed by the Concessionaire, which shall be taken up as per Article 5.2.6 (j).                      ....”                      However, there is no sub-clause 5.2.6(j) mentioned in the document.</p>		Please refer to the revised provision in the corrigendum 14.

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
58	Clause 5.2.6(i) of Concession Agreement	We do not clearly understand the purpose of updating of CIP every 5 years. As per the Contract, the Works shall be completed within 4 years. Thereafter, the Concessionaire shall continue doing the O&M. It is not clear how the works proposed in the updated CIP will be executed.		Tender conditions to prevail.  The CIP shall form the master document for the entire works carried out by the Concessionaire. Further, the Concessionaire shall update the same with any future modifications / network updationsetc so as to keep it up to date.
59	Clause 5.4 of Concession Agreement	The Clause specifies the timelines of Take Over Plan. The Interim Take Over Plan needs to be submitted within 90 days of Effective Date. Whereas the draft Take Over Plan is to be submitted within 180 days of Effective Date. It also specifies that CCMC shall hand over the Existing Facilities in a phased manner based on the Interim Take Over Plan. First, we think that the timeline of Interim Take Over Plan is extremely aggressive. The Concessionaire shall definitely require more time to understand the present system (minimum 6 months). Second, it is not clear that if the handing over of Existing Project Facilities will be taken up based on the Interim Take Over Plan, what is the purpose of the draft Take Over Plan that is supposed to be submitted after a gap of around 6 months from the Interim Take Over Plan. We suppose the handing over / taking over shall		Tender conditions to prevail

  
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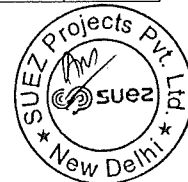




Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
60	Clause 6.1.2(i) of Concession Agreement	As per the clause, CCMC shall be responsible for O&M of Existing Project Facilities till Appointed Date. However, this is contradictory to the provision of Preliminary Operations Period, which comes before the Appointed Date, wherein the Concessionaire is supposed to carry out O&M, customer services, user charge collection etc. Please clarify.		Please refer to the revised provision in the corrigendum 23.
61	Clause 17.3.5(c) of Concession Agreement	The clause refers to Article 16 (Change in Scope) for expansion of network / pumping systems / water treatment plant etc. However, Article 16 does not address such requirements. Article 16 indicates Change in Scope in case of increase in number of connections but not increase in per capita domestic demand, population growth more than projected growth, network in new areas developed, sudden rise in industrial demand, change in design parameters etc. Considering the longevity of the Contract, methodology to address such unpredictable growth needs to be developed upfront.		Tender conditions to prevail
62	Clause 17.3.6(d) of Concession Agreement	The dummy bills are to be issued during the Initial Operations Period for making customers aware of the new procedures. We		Tender conditions to prevail.

  
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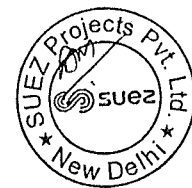


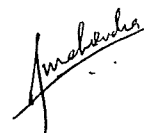
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
63	General	do not feel such dummy bills are required during the Operations Period (the said para is a sub-clause under the Clause 17.3 which is for maintenance during Operations Period). Please clarify. Please clarify that the network expansion during O&M shall be covered under Change in Scope and paid separately to the Concessionaire as the same cannot be envisaged at this stage.		Please note the current scope of work is limited to the Service Area. Any change in the Service Area shall be through change of scope.
64	General	Please confirm that all the existing assets including the buildings and offices shall be handed over to the Concessionaire free of cost post award of the Contract. Also provide a list of all the offices and buildings existing within the Project Area that are to be handed over to the Concessionaire for its use during the Concession Period.		Tender conditions shall prevail. It is hereby clarified that the existing assets shall mean only the existing water supply assets or any other assets as specifically mentioned in the tender documents. The Concessionaire shall make its own arrangement for buildings, offices etc.
65	General	Please confirm that the supply from the MSRs and existing 49 Elevated Service Reservoirs is within the Project Area only.		It is hereby confirmed that the existing 49 Elevated Service Reservoirs fed by MSRs are within the Project Area. However, CCMC may, at its discretion, supply water available at the MSRs to other consumers. It is hereby reiterated that the scope of the Concessionaire commences only from the outlets of the MBR(s)/MSR(s). The bidders are advised to refer the DPR and the tender documents and
66	General	Please provide a list of all the distribution or booster pumping		

  
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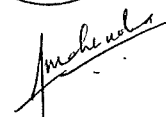


Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
67	General	stations along with the details of pumps, capacity, rating etc. existing in the Project Area. Please provide details of service areas covered by each MSR at Ramakrishnapuram (old and new).		carry out the necessary site investigations in this regard.  The bidders are advised to refer the DPR and the tender documents and carry out the necessary site investigations in this regard.
68	Concession Agreement Clause 5.2.5 (m)	Please confirm that any land required for construction of ESRs, Bulk Flow Meter / Data Logger room or housing any kind of instrumentation etc. shall be provided by CCMC free of cost to the Concessionaire.		CCMC shall provide land to the Concessionaire for the implementation of the Project based on the reasonableness of the requirement, if such land is readily available at its disposal. However, the Bidders are advised to optimize their design in such a way as to avoid / minimize the additional land requirement.
69	Concession Agreement Clause 17.1.1	Please specify the standard rate of CCMC or actual cost incurred by the CCMC at which the Concessionaire shall be paid during the Preliminary Operations Period. Also, please confirm that the same shall be paid separately and is not part of the Composite Price. In other words, the bidder need not include the cost of O&M during Preliminary Operation Period in his bid.		During the Preliminary Operations Period, the bidder shall be paid for its services based on the Interim Takeover Plan as per the provisions of the tender documents. This shall be in addition to the Composite Quote submitted by the Bidder.
70	Concession Agreement Clause 17.2.2	Since the construction works shall be undertaken simultaneously along with O&M during the Initial Operation Period, it is likely to affect the service levels. The Concessionaire shall make efforts to minimize such negative impact		Tender conditions to prevail.

  
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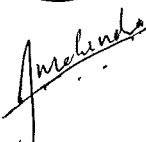


Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
71	Concession Agreement Clause 17.3.7(iii)	<p>on the services. However, we request you to kindly delete the reference that the service levels shall be maintained at least on the same levels as at the time of Appointed Date.</p> <p>As per the clause, the Concessionaire shall make alternate arrangements in case of reduced quality or quantity of water in the Service Area. The clause also indicates that if such reduction is for reasons other than Force Majeure, and the Concessionaire fails to make alternate supply available to the customers, CCMC will make the alternate arrangement and recover the cost from the Concessionaire. It is not clear from the above two paragraphs whether the Concessionaire shall be reimbursed the cost of the alternate supply in case the reduction is either due to Force Majeure or the reduction is not arising due to fault of the Concessionaire. We feel that if such reduction in quantity or quality is not due to the fault of the Concessionaire, the cost of making such alternate arrangements should be reimbursed to him as it is impossible to assess such events at the time of bidding. One such example is reduced availability of</p>		Please refer to the revised provision in the corrigendum 24.

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
72	Concession Agreement Clause 17.12.4	treated water from Siruvani scheme (which, we presume, shall be operated by TWAD Board). Please confirm that CCMC shall be responsible for disconnection of illegal connections (for consumers who do not accept the option of regularization) as well as the defaulting customers (customers who fail to pay the dues even after appropriate notices). In other words, the role of Concessionaire in such cases shall be limited to only informing the CCMC about disconnection.		Confirmed.
73	Clause No.141, page no. 761 Providing Installation, Integration & Automation with PLC / SCADA of MSR's & SR's at various locations in Coimbatore Corporation.	Point no. 1 (i) Please clarify whether there is 2 sets of SCADA system at the same location, i.e, there is one Control Room with 2 systems of SCADA to monitor the entire City Area? Point no.(ii) PLC panel at SR: whether the design/supply & execution is inclusive of existing & proposed SR's. Also, please clarify whether the existing SR's to be modify by implementing PLC system? Point no. (iii) PLC with Panel at sump cum Pump house: Whether the PLC system should cover the existing		It is clarified that the Complete requirement of SCADA systems and equipment shall be provided by the concessionaire after completion of the study of the existing and proposed system in the CIP as mentioned in Clause 2.1, General Scope of work, Section II Detailed Scope of Work, Part I Construction Module of Volume III, Technical Terms of reference.

  
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Sl No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
74	Clause No. 4. page no. 89, 90 & 91 Pumpset arrangement at Rakatchi Garden:	& prosed Sump cum Pump House's? If yes, how many existing Sump Pumping stations to be connected? Point no. 3 Pole Structure: Written control supply to 2 Nos. 250 KVA transformers, however the quantity is mentioned 3 Nos. transformers; please confirm the exact quantity. Point no.5 & 6 Please provide us the 'General SLD' for clarity.		The bidders are advised to refer the DPR and tender documents and carry out the necessary site investigations in this regard.
75	Clause No.5. page no. 94, 95 & 96	Point No. 3 Whether this 2 x 200KVA transformers is related to pole structure as per Point No.(4) ? Please confirm. Point No. 5 Please provide us the 'General SLD' for clarity.		The bidders are advised to refer the DPR and tender documents and carry out the necessary site investigations in this regard.
76	Clause No. 6 page no. 99	Point No. 3 Whether the power source is HT or LT? Please confirm. Please provide us the 'General SLD' for clarity.		The bidders are advised to refer the DPR and tender documents and carry out the necessary site investigations in this regard.
77	Clause No. 7 page no. 102	Please provide us the 'General SLD' for clarity.		The bidders are advised to refer the DPR and tender documents and carry out the necessary site investigations in this regard.
78	Clause No. 8 page no. 105	Please provide us the 'General SLD' for clarity.		The bidders are advised to refer the DPR and tender documents and carry out the necessary site investigations in this regard.

  
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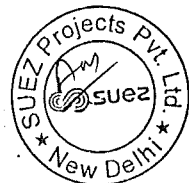




Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
79	Clause No. 9 page no. 108, 109 & 110	Point no.3 Whether this 2 x 250KVA transformers is related to pole structure as per Point No.(4) ? Please confirm.  Point no.5 Please provide us the 'General SLD' for clarity.		The bidders are advised to refer the DPR and tender documents and carry out the necessary site investigations in this regard.
80	Clause No. 4	Electrical in General: Whether the rating etc as mentioned in the BOQ is to be considered as final? Please confirm.		The bidders are advised to refer the DPR and tender documents and carry out the necessary site investigations in this regard.
81	General	The CPHEEO specifies the design period of 15 years for ESRs, pumping machinery etc. The DPR provided by CCMC is also prepared in line with these guidelines. Therefore the CIP shall also plan for such facilities with a horizon of 15 years. It is obvious that for such components, additional investments shall be required during the Operation Period for augmenting the capacity for further 10 years. Please confirm that such additional investment which shall be required to construct additional assets during the Operation Period shall be made by CCMC.		Please refer to the revised provision in the corrigendum 25.
82	Clause No 24.1 Insurance during Preliminary Operation period	Please clarify whether the Concessionaire is expected to procure insurance during the Preliminary Operation Period.		Please refer to Article 24.2 of Volume II.

  
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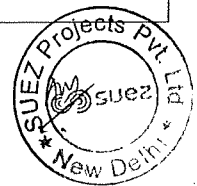


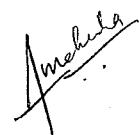
*Amelinda*

Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
83	Clause 17.2 (a)	As per the provision of under Clause 17.1.1, "Any maintenance activity to be performed by the concessionaire during Preliminary operation Period shall be done at the cost of and expense of the Authority." Therefore, please confirm that the inventory to be planned under Advance Procurement Plan shall be for Initial Operation Period only.		Agreed.
84	Clause 2.2 (a) Study Period	From the provisions and timelines related to draft CIP, comments, approval of CIP and finalization of CIP, it appears that the entire process shall be of 365 days. Kindly clarify when the process for tendering the Additional Project Facilities (on bulk water side) shall be taken up by CCMC.		CCMC will create the required additional facilities to the upstream of the MBR / MSR based on the various demand projections and other applicable factors based on requirements at the core area as well as the peripheral area under its jurisdiction.
85	Clause 17.9	Excuse from performance of obligations: The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project Facilities is not available to Users on account of any of the following for the duration of: a) An event of Force Majeure b) Compliance with a request from Authority or the directions of any Government Instrumentality, the effect of which is to close all or		Tender conditions prevail.

  
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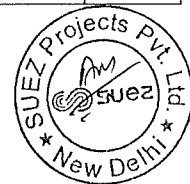


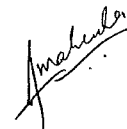


Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
		<p>any part of the project or</p> <p>c) Non-Provision of adequate raw water, disruptions in power supply etc.</p> <p>Provided, that any such non-availability and particulars thereof shall be notified by the Concessionaire to the Authority and Independent Engineer without any delay.</p> <p>Provided further that, the Concessionaire shall keep all unaffected parts of the project facilities operational, provided they can operated safely.</p> <p>We presume that this clause is applicable even in case of non-availability or shortfall of treated water at the MSR locations. Kindly confirm.</p>		
86	DPR Table number 2.57 Details of SR with Reserved Site areas.	As per the table the area available for ESR number 1,2,5,9 & 17 is less than required for the particular capacity. Hence it is requested to confirm that the land required for each new construction is to be provided to Concessionaire by CCMC free of cost.		Please refer response to query no. 68
87	Invitation for Proposal 1.1.6.1 g, Scope of Work Page 10	f. Special Components <ul style="list-style-type: none"> <li>Bulk Water Meter With Data Logger (101 Nos)</li> </ul>		Please refer response to query no. 68.

  
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Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
88	Invitation for Proposal 1.1.6.1 g, Scope of Work Page number 11 &Boq page 764	<p>Please confirm that CCMC will provide to Concessionaire the land required for these Data Logger rooms free of cost at sites suggested by Concessionaire.</p> <p>Tender Clause 1.1.6.1 states Common Components such as:</p> <ul style="list-style-type: none"> <li>Water Quality Test Laboratory</li> <li>SCADA for Monitoring (1 No)</li> </ul> <p>The scope of this laboratory is confined to the Lab Equipment's as per BOQ provided on page 764 and building required for this laboratory &amp; SCADA will be provided by CCMC to Concessionaire free of cost.</p>		Please refer to the revised provision in the corrigendum 18.
89	Draft Concession Agreement Article 17 – Operation & Maintenance 17.11 User Service Centers	<p>The Article states "The Concessionaire shall set up of customer service centers ("CSC") of at least one CSC for every 30,000 connections". Please provide the number &amp; size of Existing CSCs and confirm that Concessionaire has to construct new buildings during EPC phase of same size on land provided free of cost by CCMC. Request you also to indicate the land allocated for this purpose.</p>		As per Clause 17.11, the Concessionaire shall take into consideration the existing User Service Centres and propose an optimal solution in their CIP. Further, please refer to the response to query no. 68.
90	Schedule 2 (Indicative List of Existing Project Facilities)	<p>It has been observed during site visit that certain ESR are bypassed in the distribution system .As these ESR are kept dry &amp; without</p>		The CIP to be submitted by the Concessionaire shall include the rehabilitation or demolition

  
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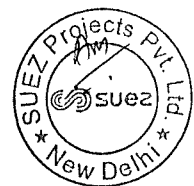


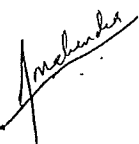


Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
91	Schedule 2 (Indicative List of Existing Project Facilities)	any maintenance these have developed cracks at some places in walls and columns. Please confirm that Concessionaire has to demolish and construct new ESR's in such cases. Please provide construction year and design life considered for existing facilities to understand the suitability of these structures for future use.		requirements of the Service reservoirs. Further Please refer Schedule 4, Clause 2.5 of Volume II Concession Agreement.  The bidders are advised to refer the DPR and tender documents and carry out the necessary site investigations in this regard.
92	Section IV – General Technical Specifications 1.1.6 & BOQ	Please confirm that grade of reinforcement steel to be used in the project is FE 500 CRS as it is the main type produced by major steel producing companies and not FE415 along with Fusion bonded epoxy coating as indicated in estimates.		The Concessionaire may adopt better specifications in the CIP on reasonable grounds, subject to the review and approval by Authority.
93	Section IV – General Technical Specifications 1.1.13 & Drawings	Please confirm that grade of concrete shall be as per drawings provided in the tender or as per Indian standard codes and these two supersede the written specifications of tender given in Section IV.		It is hereby clarified that the specifications as per BOQ - Section III prevails.
94	Section IV – General Technical Specifications 2.26 Storm water drains page 127	"The design and installation of the storm water drainage system must comply with AS/NZS 3500.5 – Domestic Installations" We consider that mention of As and NZS codes is a typographical error and all Civil works related to this project will be as per Indian Standard codes and Tamil Nadu Building Practice only.		Please refer to the revised provision in the corrigendum 26.

  
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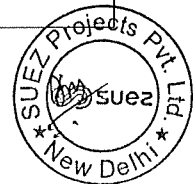


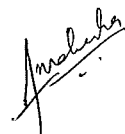


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Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
95	Section IV – General Technical Specifications 3.35 Refilling & BOQ	The clause in this section reads "If any material remains as surplus it shall be disposed of as directed by the Employer, which includes loading, unloading, transporting and spreading as directed within a distance of 15 km" whereas per boq the lead for disposal considered is 5 km only. Please confirm the distance and location of proposed site for disposal.		Please refer to the revised provision in the corrigendum 27.
96	BoQ: Service Reservoirs	As per the BoQ provided with the tender, the site of ESR is to be protected by barbed wire fencing on 3m high concrete posts @ 2.5 m c/c. Please confirm that this item will not be changed to Boundary wall of equal height post award of works.		It is confirmed that the BOQ items prevails.
97	General	During the site visit, it was observed that site for proposed ESRs are located in existing parks of CCMC in some of localities. It is assumed that entire area of the park will be handed over to Concessionaire free of cost by CCMC & Concessionaire will be free to decide the best location in each case without any intervention from CCMC.		Please refer response to query no. 68
98	DPR Volume V	As per the calculation provided the design codes used are IS 3370: 1965 & IS 1893:1984 & IS 2911-1979-part-1. These codes are superseded now. Hence please confirm that latest codes are to be		It is confirmed that during the Study and preparation of CIP, the latest of the referred IS codes shall be followed.

  
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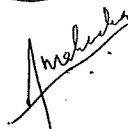


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Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
99	General	What will be the formula for O&M payments for additional consumer connections beyond 150,000 (or yearly target)?		Tender conditions prevail. Please refer to clause 2.2.4 of the Part II – O&M Module of Vol III of tender documents.
100	Draft Concession Agreement – Clause 11.2.1	The cost of shifting of obstructing utilities should be borne by CCMC or should be reimbursed to the Concessionaire.		Tender conditions to prevail
101	Draft Concession Agreement – Clause 38.11	The cap of total liabilities, especially 100% of O&M value, is too high for such a project. We request to replace the existing clause 38.11.2 with the following: 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 10% of the EPC Quote during the Construction Period and 100% of the average annual O&M Quote during the 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.		Please refer to the revised provision in the corrigendum 7.
102	RFP Document	Water Quality & Quantity supplied at both MSR's.	There is no clarity about minimum water quality (Effluent Parameters) and water quantity (MID) to be supplied by CCMC during the contract period the same is not reflecting in the contract document. Kindly confirm and incorporate in to the contract.	Please refer to the response provided to query no. 55.

  
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Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
103	RFP, Article 16	<p><b>Change of Scope:</b> The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services over and above the Additional Project Facilities or reduction of the works/facilities due to a change in: (i) the number of connections envisaged in the Service Area to those contemplated in the approved CIP; (ii) material change in the O&amp;M obligations of the Concessionaire; (iii) material change in the Key Performance Indicators provided in this Agreement;</p>	<p><i>document.</i></p> <p>The subject change of scope is restricted to O&amp;M only, we request you to please accept following inclusions....</p> <p>a) The change in scope also shall be applicable to EPC part of any item which is the most important part of the project where lot of technical and special components are involved.</p> <p>b) Any increase in the scope of work of any item shall be compensated by actual market (rate) price after mutual discussions and shall release for the payment within 15 days from the date of submission of the bill. This will ease the pressure of concessionaire for paying out his vendors.</p> <p>c) Kindly retain only 5% of retention money from the every RA bill (invoice) to maintain our cash flow smooth.</p> <p>d) Any increase or decrease of BOQ mentioned (given) in RFP, Section III should also be considered as Change in Scope and extra payment should be considered against those items. Please accept.</p> <p><u>Please confirm and incorporate above changes in to the contract document.</u></p>	Tender conditions to prevail.
104	RFP, Article 22	<p><b>Mobilization Advance:</b> The Authority shall, after submission of the Mobilization Advance Security by Concessionaire, make an advance payment in a sum not exceeding 10% (ten per cent) of the EPC Quote stated in the Composite</p>	<p>To maintain the cash flow of the project during design and build period we request you to provide 5% additional Mobilization Advance immediately after the study period against submission of equivalent amount of bank guarantee.</p>	Tender conditions to prevail.

  
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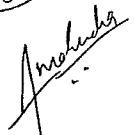
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Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
105	RFP, Article 35	<p>Quote.</p> <p><b>Change in Law:</b> If as a result of Change in Law during the Construction Period, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) or 2% (two per cent) of the total annual Staggered Annuity Payments in any Concession Year during the Construction Period, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed Arrangement.</p>	<p><i>Change in law is a standard clause in every contract and should be applicable for the entire concession period instead restricted Design and Build period.</i></p> <p><i>In case of change in law the increase in direct or indirect taxes or any new taxes or Cost of complying with new regulations shall be reimbursed by CCMC at actual therefore we request you to remove the capping limit given (Rs. 1 Cr.) or 2% of the total annual staggered annuity payments.</i></p> <p><i>This is a huge risk for the Concessionaire therefore kindly review and change accordingly.</i></p>	<p>Please refer to the revised provision in the corrigendum 10.</p>

  
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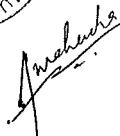


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Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
106	Responses to 1 <sup>st</sup> Pre-Bid Queries, Sr. No. 3	<p>The payments to the Concessionaire, as per the staggered annuity payment model shall be the responsibility of CCMC.</p> <p>Towards the EPC portion of the project CCMC has already availed fund support under the following schemes</p> <p>a) JNNURM Scheme - Central Government grant: Rs.225.83 crores</p> <p>b) JNNURM Scheme - State Government grant: Rs.90.33 crores</p> <p>c) TNIDB grant – Rs. 73.47 crores</p> <p>The balance funding would be brought in by CCMC as per the Payment commitments under Staggered Annuity Model.</p>	<p><u>The DPR (detailed project report) has been prepared by consultant in the year 2013 and arrived the estimated cost of the project for EPC Rs 556.67 crores; however there is high price increase in all commodities and index 2016-17) naturally will be higher than the DPR estimated cost of the project. Considering this, the share of annuities from central state and corporation are also to be increased in line to match the current/quoted EPC cost or kindly confirm what would be the extra fund arrangement to match the deficit amount.</u></p> <p><u>This is a very high risk, we request you to kindly look in to the funding mechanism.</u></p> <p><u>Please review and confirm.</u></p>	<p>Tender conditions to prevail.</p>
107	RFP, Article 22, Payments	<p>Annuity Payment of Composite Quote for first 4 years (2.5%, 3.3%, 6.8%, 7.4%)</p>	<p><u>20% payment of total Quote in 4 years for design and build is too low and has significant working capital requirement for the bidder. This is making the project very expensive for the city.</u></p> <p><u>We request you for increasing it to 25% payment over 4 years.</u></p>	<p>Please refer to the revised provision in the corrigendum 2.</p>
108	RFP, Schedule 13 Escrow Agreement/ Account	<p>Payment from escrow account</p>	<p><u>Payment from escrow account – We request you to please modify the clause as follows...</u></p> <p><u>The 75% payment shall be released within three days from the date of concessionaire invoice and balance 25% within 15 days after client certification.</u></p> <p><u>Kindly delete the current clause which is within 30 days after CCMC's certification and</u></p>	<p>Please refer to the revised provision in the corrigendum 5.</p>

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
109	RFP	Illegal Connections and Defaulting Customers.	<p><i>certified invoice is submitted to the bank. This will impact our cash flow and hence we have to pour more investment and working capital during the period.</i></p> <p><i>CCMC shall be responsible for disconnection of illegal connections (who do not accept the option of regularization) as well as the defaulting customers (customers who fail to pay the dues even after appropriate notices). In other words, the role of Concessionaire in such cases shall be limited to only informing the CCMC about disconnection.</i></p> <p><i>Kindly confirm and add this clause in to the contract document.</i></p>	Confirmed. Please refer to the revised provision in the corrigendum 15 .
110	RFP, Article 24	Insurance Cover	<p>a) <i>We need the reinstatement values of all the existing assets which are to be covered under Insurance. Also, when they have to be covered? After the study period or before the study period?</i></p> <p>b) <i>Kindly confirm us the Sum Insured values to be considered for following components.</i></p> <ul style="list-style-type: none"> <li>• <i>EAR Policy for full replacement cost of the Design-Build of the work.</i></li> <li>• <i>Professional Indemnity policy.</i></li> <li>• <i>Personal Accident policy with medical extension</i></li> <li>• <i>Employer's liability insurance / Workmen Compensation insurance</i></li> <li>• <i>Third Party Liability insurance</i></li> <li>• <i>To cover all insurable Force Majeure events</i></li> </ul>	<p>Please refer to Article 24.2 of the DCA. Apart from the insurances to be obtained as per Article 24.2 (a) to (e), Article 24.2 (f) requires the Concessionaire to obtain all such insurances, for such adequate values, which in the discretion of the Concessionaire is necessary in relation to the execution of the scope of works of the Concessionaire in the Project.</p>

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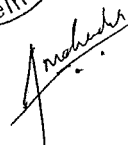
*Amelinda*

Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
111	RFP.	Exemption Certificates	<p>like AOG Perils</p> <ul style="list-style-type: none"> <li>Operational policy for any existing assets to be taken over.</li> </ul> <p>How much time CCMC shall take for issuance/endorsement of Excise/Customs duty exemption certificates? In case there is delay despite having urgency, then can CCMC reimburse such Excise duties/customs duties paid by contractor? Please confirm.</p>	CCMC shall provide the Bidders with any required documentation for availing the applicable tax benefits, if any, on a best efforts basis.
112	1st Pre-Bid Meeting Responses Clause No. 89	Material of all types of valves: Section 3 and Section IV; clause 6.5, pg 142; clause 6.7, pg 145; clause 6.8 & 6.9, pg 145	<p>In the first pre-bid meeting, we have specifically asked about "Material of Construction" for all types of valves to be supplied and erected during the construction phase because in BOQ material of Sluice, Butterfly, &amp; Air valves is mentioned as DI but in Section IV it is mentioned as Cast Iron. <u>But we have not got the specific answer in the 1<sup>st</sup> pre-bid response.</u></p> <p>To make all the bidders at the same platform it is necessary to clarify the MOC of the valves since <u>This is a major component and there is a huge price difference in CI &amp; DI material therefore we request you to confirm at this stage to avoid future cost implications.</u></p> <p>Please review and confirm. Kindly provide us the approved makes for Domestic Water Meter as the same is not given in the RFP/contract document.</p>	It is hereby clarified that the specifications under Section III: Bill of Quantities under Vol-III of tender documents prevails.
113	RFP Document	Approved Makes (Vendors)		Tender conditions to prevail.

  
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Coimbatore 24x7 Project: Responses to the II – Pre bid meeting

Sl. No	Clause/ page reference	Our query	Suggested change or clarification	Authority Response
114	General		<p>Kindly clarify whether a new member can be added to the bidding entity. Or the constitution of the bidding entity can be changed in the bid including reduction or increase in the equity. The Bidding Entity / Lead Member originally proposed at the RFQ stage can be changed as long as the new Lead Member meets the O&amp;M qualification criteria. We assure that the new Lead Member and the other consortium members meet the minimum equity requirements as stipulated in the RFQ documents.</p>	<p>The lead member in a consortium cannot be changed. Please refer to Clause 2.2.1 of the RFP.</p>

Sd /-  
Commissioner,  
Coimbatore Corporation

  
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**COIMBATORE CITY MUNICIPAL CORPORATION  
CORRIGENDUM**

Name of the Work: Implementation of 24x7 Water Supply System for the City of Coimbatore

Tender Ref. No. Roc No. 2896/2008/JNS

S. No.	Article no./Sch. No.	As per RFP document	New / Revised provision
1	Vol. 2 - Art. 22.1.1A	NIL	<p>22.1.1A. The payments due to the Concessionaire in a given Concession Year shall be adjusted upon occurrence of the following events:</p> <p>(i) if the WPI inflation rate during such Concession Year exceeds 9% (nine per cent), resulting in an increase in costs or financial loss to the Concessionaire during the relevant Concession Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such increase in the WPI inflation rate resulting in increased costs or financial loss as aforesaid. The Concessionaire along with its notice shall submit documents evidencing the claim for additional costs that would be incurred during that Concession Year due to the higher inflation rate. The Authority shall be liable to compensate the Concessionaire for the differential inflation rate between 9% and the actual rate of WPI inflation rate during the relevant Concession Year.</p>

  
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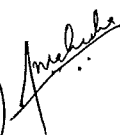


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2	Vol. 2 - Art. 22.1.2		<p>(ii) if the WPI inflation rate during such Concession Year falls below 3% (three per cent), resulting in a decrease in costs or financial gain to the Concessionaire during the relevant Concession Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such decrease in the WPI inflation rate resulting in the decrease in costs or financial gain as aforesaid. The Authority along with its notice shall submit documents evidencing the claim for decrease in costs or financial gain during the relevant Concession Year due to the decrease in inflation rate. The Authority shall be liable to deduct from the monthly payments an amount equal to the decrease in costs or financial gain resulting from the differential inflation rate between 3% and the actual rate of WPI inflation rate during the relevant Concession Year.</p> <p>For the purpose of determination under this Article 22.1.1A the base inflation rate has been considered as 6%. It is clarified that the Concessionaire shall not be entitled to claim any compensation for the WPI inflation rate between 3% to 9%.</p>											
		<table border="1"> <thead> <tr> <th>Concession (Calculated Appointed Date)</th> <th>Year from</th> <th>Yearwise Composite %</th> <th>Cumulative Composite %</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>2.500%</td> <td>2.500%</td> </tr> <tr> <td>2</td> <td></td> <td>3.300%</td> <td>5.800%</td> </tr> </tbody> </table>	Concession (Calculated Appointed Date)	Year from	Yearwise Composite %	Cumulative Composite %	1		2.500%	2.500%	2		3.300%	5.800%
Concession (Calculated Appointed Date)	Year from	Yearwise Composite %	Cumulative Composite %											
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Concession (Calculated Appointed Date)	Year from	Yearwise Composite %	Cumulative Composite %											
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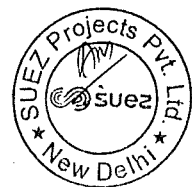
  
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3	Vol. 2 -- Art. 22.1.7			3	6.800%	12.600%	8.500%	15.700%				
				4	7.400%	20.000%	9.300%	25.000%				
				5	1.980%	21.980%	1.850%	26.850%				
				6	2.080%	24.060%	1.950%	28.800%				
				7	2.180%	26.240%	2.050%	30.850%				
				8	2.380%	28.620%	2.250%	33.100%				
				9	2.480%	31.100%	2.350%	35.450%				
				10	2.680%	33.780%	2.500%	37.950%				
				11	2.880%	36.660%	2.700%	40.650%				
				12	3.050%	39.710%	2.850%	43.500%				
				13	3.220%	42.930%	3.050%	46.550%				
				14	3.410%	46.340%	3.200%	49.750%				
				15	3.600%	49.940%	3.350%	53.100%				
				16	3.820%	53.760%	3.600%	56.700%				
				17	4.040%	57.800%	3.800%	60.500%				
				18	4.290%	62.090%	4.050%	64.550%				
				19	4.530%	66.620%	4.250%	68.800%				
				20	4.780%	71.400%	4.500%	73.300%				
				21	5.080%	76.480%	4.750%	78.050%				
				22	5.380%	81.860%	5.050%	83.100%				
				23	5.700%	87.560%	5.350%	88.450%				
				24	6.040%	93.600%	5.700%	94.150%				
				25	6.400%	100.000%	5.850%	100.000%				
								Cumulative EPC Payment Claim shall be determined as follows:				
								Cumulative EPC Payment Claim = EPC quote x (% completion of EPC works as certified by the Independent Engineer subject to a maximum of applicable interim EPC Target %)				
				Cumulative EPC Payment Claim shall be determined as follows:								
				Cumulative EPC Payment Claim = EPC quote x (% completion of EPC works as certified by the Independent Engineer subject to a maximum of applicable interim EPC Target %)								

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		<p>% completion of EPC works is the ratio, of the total invoices raised by the Concessionaire till date (excluding the change of scope claims) vis a vis the EPC Quote submitted by the Concessionaire, expressed as a %.</p>	<p>% completion of EPC works is the ratio, of the total invoices raised by the Concessionaire till date (excluding the change of scope claims) vis a vis the EPC Quote submitted by the Concessionaire, expressed as a %.</p> <p>It is clarified that for assessment of Cumulative EPC Payment Claim, weightage shall be determined in the following manner for the progress made in EPC works:</p> <ol style="list-style-type: none"> <li>Supply: 75%</li> <li>Laying and Installation: 20%</li> <li>Commissioning: 05%</li> </ol>
4	Vol. 2 - Art. 22.1.10	<p>The Concessionaire may claim his payments on a quarterly basis by submitting the necessary invoices in support of its claim. The EPC claim shall be on the basis of the CIP and the O&amp;M claim shall be on the basis of the prorated O&amp;M Quote for the relevant Concession Year.</p>	<p>The Concessionaire may claim his payments on a monthly basis by submitting the necessary invoices in support of its claim. The EPC claim shall be on the basis of the CIP and the O&amp;M claim shall be on the basis of the prorated O&amp;M Quote for the relevant Concession Year.</p>
5	Vol. 2 - Art. 22.1.11	<p>NIL</p>	<p>Time of payment and interest:</p> <p>(i) Upon receipt of an invoice under Article 22.1.10, the Authority shall within 30 (thirty) days review and certify the invoice ("Invoice Certification Period"). The Authority may seek clarifications and additional documents from the Concessionaire during the Invoice Certification Period. Upon expiry of the Invoice Certification Period, the Authority shall certify the undisputed payments with a notice to the Concessionaire informing the certified amount. The Authority shall make payment of the certified amount in an invoice within 30 (thirty) days from the date of certification of an invoice.</p> <p>(ii) In the event the Authority fails to certify an invoice by the expiry of the Invoice Certification Period, the Authority shall have to make payment of all</p>

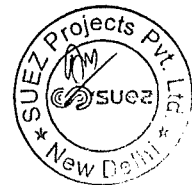
  
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			<p>undisputed amount in such invoice within 30 (thirty) days from the expiry of the Invoice Certification Period.</p> <p>(iii) As regards the amounts disputed by the Authority, the Parties agree to mutually discuss and resolve the issues, failing which the disputes shall be settled by the Dispute Resolution Procedure provided in this Agreement.</p> <p>(iv) Save and except for amounts disputed by the Authority under this Article 22.1.11, where the Authority fails to make payment of an undisputed amount in an invoice within the time period stated in this Article 22.1.11 (i) and 22.1.11 (ii), the Authority shall be liable to pay to the Concessionaire interest at the Bank Rate per annum, calculated for the actual number of days such undisputed amount remains unpaid from the actual date on which such undisputed amount was due for payment in accordance with the provisions of Article 22.1.11 (i) and (ii).</p>
6	Vol. 2 - Art. 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 Agreement, save and except as provided under Article 29 and Article 32.	Notwithstanding anything to the contrary contained in this Agreement, 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 Agreement. 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.
7	Vol. 2 - Art. 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% of the EPC Quote during the Construction Period and 100% of the O&M Quote for the applicable	Notwithstanding anything to the contrary contained in this Agreement, the total liability of one Party to the other Party under and in accordance with the provisions of this Agreement, shall not exceed the 20% of the EPC Quote during the Construction Period and 50% of the O&M Quote for the

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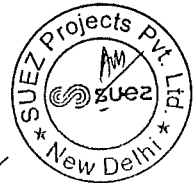
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8	<p>Concession Year during the Operation Period. For the avoidance of doubt, this Article shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.</p> <p>The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User, or from any negligence of the Concessionaire under contract or tort, save and except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.</p>	<p>applicable Concession Year during the 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.</p> <p>The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User, or from any negligence of the Concessionaire under contract or tort, save and except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.</p>
Vol. 2 - Art. 32.1.1	<p>The Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense arising out of:</p> <p>(a) The Authority commits a material default in complying with the provisions of Articles 6.1.2 (b), 6.1.2 (c), 6.1.2 (i) of this Agreement and such default has a Material Adverse Effect on the Concessionaire;</p> <p>(b) The Authority has failed to make payment of 3 (three) consecutive Annuity Payments due to the Concessionaire within the period specified in this Agreement; or</p> <p>(c) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an</p>	<p>The Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense arising out of:</p> <p>(a) The Authority commits a material default in complying with the provisions of Articles 6.1.2 (b), 6.1.2 (c), 6.1.2 (i) of this Agreement and such default has a Material Adverse Effect on the Concessionaire;</p> <p>(b) The Authority has failed to make payment of 3 (three) consecutive Annuity Payments due to the Concessionaire within the period specified in this Agreement; or</p> <p>(c) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an</p>
9	<p>Concession Year during the 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.</p> <p>The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User, or from any negligence of the Concessionaire under contract or tort, save and except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.</p>	<p>The Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense arising out of:</p> <p>(a) The Authority commits a material default in complying with the provisions of Articles 6.1.2 (b), 6.1.2 (c), 6.1.2 (i) of this Agreement and such default has a Material Adverse Effect on the Concessionaire;</p> <p>(b) The Authority has failed to make payment of 3 (three) consecutive Annuity Payments due to the Concessionaire within the period specified in this Agreement; or</p> <p>(c) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an</p>

<p>irrevocable intention not to be bound by this Agreement;</p> <p>save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement, and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.</p>	<p>irrevocable intention not to be bound by this Agreement;</p> <p>which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement, and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.</p>	<p>10</p> <p>Vol. 2 - Art. 35</p>
<p><b>35.1 Increase in costs</b></p> <p>If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) or 2% (two per cent) of the total annual Staggered Annuity Payments in any Concession Year during the Construction Period, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement.</p> <p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the</p>	<p><b>35.1 Increase in costs</b></p> <p>If as a result of Change in Law during the Construction Period, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) or 2% (two per cent) of the total annual Staggered Annuity Payments in any Concession Year during the Construction Period, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement.</p> <p>Provided that if no agreement is reached within 90</p>	

  
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	<p>(ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 35.1 shall be restricted only to events of changes in law directly affecting the Concessionaire's costs of performing its obligations during the Construction Period under this Agreement.</p> <p><b>35.2 Reduction in costs</b></p> <p>If as a result of Change in Law during the Construction Period, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 2% (two per cent) of the total Staggered Annuity Payments in any Concession Year during the Construction Period, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:</p>	<p>Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 35.1 shall be restricted only to events of changes in law directly affecting the Concessionaire's costs of performing its obligations during the Construction Period under this Agreement.</p> <p><b>35.2 Reduction in costs</b></p> <p>If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 2% (two per cent) of the total Staggered Annuity Payments in any Concession Year during the Construction Period, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:</p>
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<p>Agreement or on any other mutually agreed arrangement:</p> <p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 35.2 shall be restricted only to changes in law directly affecting the Concessionaire's costs of performing its obligations during the Construction Period under this Agreement.</p>	<p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 35.2 shall be restricted only to changes in law directly affecting the Concessionaire's costs of performing its obligations during the Construction Period under this Agreement.</p>
<p><b>35.3</b></p> <p><b>Protection of NPV</b></p> <p>Pursuant to the provisions of Articles 35.1 and 35.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Authority at its discretion shall use the Financial Plan or the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be the applicable Bank Rate.</p>	<p><b>35.3</b></p> <p><b>Protection of NPV</b></p> <p>Pursuant to the provisions of Articles 35.1 and 35.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Authority at its discretion shall use the Financial Plan or the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly</p>

  
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11	<p>agree that for determination of NPV, the discount rate to be used shall be the applicable Bank Rate.</p> <p><b>35.4 Restriction on cash compensation</b></p> <p>The Parties acknowledge and agree that the demand for cash compensation under this Article 35 shall be restricted to the effect of Change in Law during the respective Concession Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Concession Year. Any demand for cash compensation payable for and in respect of any subsequent Concession Year shall be made after the commencement of the Concession Year to which the demand pertains, but no later than 2 (two) years from the close of such Concession Year.</p> <p><b>35.5 Additional Time</b></p> <p>If as a result of a Change in Law, the execution of any of the obligations of the Concessionaire under this Agreement is affected the Concessionaire may notify the Authority and propose amendments to this Agreement. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement. The Concessionaire shall be entitled to extension of time for a period no more than the days for which the obligations of the Concessionaire were affected.</p>	<p><b>35.4 Restriction on cash compensation</b></p> <p>The Parties acknowledge and agree that the demand for cash compensation under this Article 35 shall be restricted to the effect of Change in Law during the respective Concession Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Concession Year. Any demand for cash compensation payable for and in respect of any subsequent Concession Year shall be made after the commencement of the Concession Year to which the demand pertains, but no later than 2 (two) years from the close of such Concession Year.</p> <p><b>35.5 Additional Time</b></p> <p>If as a result of a Change in Law, the execution of any of the obligations of the Concessionaire under this Agreement is affected the Concessionaire may notify the Authority and propose amendments to this Agreement. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement. The Concessionaire shall be entitled to extension of time for a period no more than the days for which the obligations of the Concessionaire were affected.</p>	<p>Vol. 2 - Art. 28.1</p> <p>Upon occurrence of a Concessionaire Default which affects or is likely to affect the operation and maintenance of the Existing Project Facilities during the Preliminary Operation Period or the Initial Operation Period and the Project Facilities during the Operation Period, the Authority shall be entitled, without prejudice to its other rights and remedies under this</p> <p>Upon occurrence of a Concessionaire Default which: (i) causes a Material Adverse Effect on the operation and maintenance of the Existing Project Facilities during the Preliminary Operation Period or the Initial Operation Period and the Project Facilities during the Operation Period; or (ii) the operation and maintenance is in breach of the Health and</p>
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	<p>Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Concessionaire under this Agreement, and pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.</p>	<p>Safety Plan, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Concessionaire under this Agreement, and pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.</p>
12	<p>Vol. 2 - Art. 29.1.1 (t)</p> <p>an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days.</p>	<p>an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 30 (thirty) days.</p>
13	<p>Vol. 2 - Art. 9.1.3</p> <p>The Concessionaire shall, for the performance of its obligations during the Initial Operation Period and the Operation Period, provide to the Authority no later than 21 (twenty one) days from the Effective Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 50% of the O&amp;M Quote for the relevant Concession Year, in the form set forth in Schedule 8 (the "Operation Period Performance Security"). The Operation Period Performance Security shall be maintained through the Concession Year and shall remain valid for a period of 30 (thirty) days after the expiry of the said Concession Year.</p> <p>It is clarified that during the Preliminary Operation Period, the Concessionaire shall submit and keep valid an irrevocable and unconditional guarantee from a Bank for a sum equivalent to</p>	<p>The Concessionaire shall, for the performance of its obligations during the Initial Operation Period and the Operation Period, provide to the Authority no later than 21 (twenty one) days from the Effective Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 50% of the O&amp;M Quote for the relevant Concession Year, in the form set forth in Schedule 8 (the "Operation Period Performance Security"). The Operation Period Performance Security shall be maintained through the Concession Year and shall remain valid for a period of 30 (thirty) days after the expiry of the said Concession Year.</p> <p>It is clarified that during the Preliminary Operation Period, the Concessionaire shall submit and keep valid an irrevocable and unconditional guarantee from a Bank for a sum equivalent to</p>

	<p>50% of the O&amp;M Quote for the first Concession Year. The Operation Period Performance Security shall be submitted within 10 (ten) days prior to the Preliminary Operation Period shall be kept valid till the submission of the security for the Initial Operation Period.</p> <p>It is further clarified that during the Construction Period, the Authority may at its sole direction, instruct the Concessionaire to submit the higher of the Construction Period Performance Security or the Operation Period Performance Security. Accordingly, the Concessionaire shall submit and keep valid the relevant performance security throughout the Construction Period. The conditions stated in this Article 9, applicable to the Construction Period Performance Security and the Operation Period Performance Security shall consequently apply to the performance security submitted as per the instruction of the Authority.</p>	<p>50% of the O&amp;M Quote for the first Concession Year.</p> <p>It is further clarified that during the Construction Period, the Authority may at its sole direction, instruct the Concessionaire to submit the higher of the Construction Period Performance Security or the Operation Period Performance Security. Accordingly, the Concessionaire shall submit and keep valid the relevant performance security throughout the Construction Period. The conditions stated in this Article 9, applicable to the Construction Period Performance Security and the Operation Period Performance Security shall consequently apply to the performance security submitted as per the instruction of the Authority.</p>
<p>14</p> <p>Vol. 2 - Art. 5.2.6 (c)</p>	<p>Within 45 (forty five) days of the date on which the Authority receives comments from the Independent Engineer on the draft CIP and the draft O&amp;M Plan, the Authority shall review and, in consultation with the Independent Engineer, approve, if the same is in line with the EPC Quote furnished along with the Bid and the deviations if any would result in improving the quality of services to be offered by the Concessionaire during the Operation Period or suggest revisions to the draft CIP and O&amp;M Plan. In the event that the Authority fails to approve the draft CIP or suggest any revisions thereto in writing to the Concessionaire within the stipulated period, the draft CIP submitted by the Concessionaire shall be deemed to be approved. Provided that no such approval may be deemed, if, pursuant to the draft CIP additional works is required to be performed by the Concessionaire, which shall be taken up as per Article 5.2.6 (j). In the event that the Authority fails to approve or provide comments on the draft O&amp;M Plan within the stipulated period, the draft O&amp;M Plan shall be deemed to</p>	<p>Within 45 (forty five) days of the date on which the Authority receives comments from the Independent Engineer on the draft CIP and the draft O&amp;M Plan, the Authority shall review and, in consultation with the Independent Engineer, approve, if the same is in line with the EPC Quote furnished along with the Bid and the deviations if any would result in improving the quality of services to be offered by the Concessionaire during the Operation Period or suggest revisions to the draft CIP and O&amp;M Plan. In the event that the Authority fails to approve the draft CIP or suggest any revisions thereto in writing to the Concessionaire within the stipulated period, the draft CIP submitted by the Concessionaire shall be deemed to be approved. Provided that no such approval may be deemed, if, pursuant to the draft CIP additional works is required to be performed by the Concessionaire, which shall be taken up as per Change of Scope. In the event that the Authority fails to approve or provide comments on the draft O&amp;M Plan within the stipulated period, the draft O&amp;M Plan shall be deemed to</p>

  
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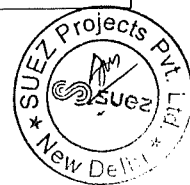


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15	Vol. 2 - Art. 17.2.6	be approved. The Concessionaire shall with written instructions from the Authority replace illegal service connections with legal connections where the User applies to the Authority for the provision for a new connection and the Authority authorizes the same. If the User does not apply for a new connection or if the Authority does not approve such application, the Concessionaire shall recommend the Authority to disconnect such illegal connections after providing the User notice of 15 (fifteen) days.	be approved. The Concessionaire shall with written instructions from the Authority replace illegal service connections with legal connections where the User applies to the Authority for the provision for a new connection and the Authority authorizes the same. If the User does not apply for a new connection or if the Authority does not approve such application, the Concessionaire shall recommend the Authority to disconnect such illegal connections after providing the User notice of 15 (fifteen) days. The Authority shall be responsible for disconnection of illegal connections (who do not accept the option of regularization) as well as the defaulting Users (Users who fail to pay the dues even after appropriate notices).
16	Vol. 3 - Part II - Clause 2.13.5(b) of ToR	The improved network shall exhibit increased hydraulic carrying capacity to meet the demand needs for the year 2044 and shall deliver water at a minimum pressure of 12 meters at any of the Ferrule Points as measured at the Critical Measurement Points. The network shall be fitted with isolation valves such that any intervention for maintenance like extensions, connections, leak repair etc shall not affect more than 100 consumer connections. The concessionaire may propose the modifications in the network design aspects as part of CIP.	The improved network shall exhibit increased hydraulic carrying capacity to meet the demand needs for the year 2044 and shall deliver water at a minimum pressure of 7 meters at any of the Ferrule Points as measured at the Critical Measurement Points. The network shall be fitted with isolation valves such that any intervention for maintenance like extensions, connections, leak repair etc shall not affect more than 100 consumer connections. However, as part of CIP, the Concessionaire shall study the entire Distribution network to arrive at the exact number of isolation valves and propose the modifications in the network design aspects.
17	Vol. 3 - Part II - Clause 3 (a) of ToR	During this period, the Concessionaire shall continue to provide water supply services to the legal Consumers in the Service Area at the prescribed Minimum Service Levels. This shall include but not limited to all the tasks, operations, maintenance activities as listed above including attending to any new requirements for new connections, extended boundaries of Service Area etc complete.	During this period, the Concessionaire shall continue to provide water supply services to the legal Consumers in the Service Area at the prescribed Minimum Service Levels. This shall include but not limited to all the tasks, operations, maintenance activities as listed above including attending to any new requirements for new connections within the Service Area etc. complete.
18	Vol. 3 - Part II - Clause 4.2.2.2	Set up a fully functional water quality laboratory within the CCMC area and provide personnel, equipment and chemicals for quality control and monitoring. This shall be established as part of rehabilitation work and funded	Set up a fully functional water quality laboratory within the CCMC area and provide personnel, equipment and chemicals for quality control and monitoring. Concessionaire shall perform water meters testing at test bench

19	A(e) of ToR	<p>accordingly. Concessionaire shall perform water meters testing at test bench as per the requirement or as directed by CCMC. Space for the test bench shall be provided by CCMC.</p> <p>The Concessionaire may at its discretion avail project financing for the Project. In the event the Concessionaire decides to avail financing for the Project it hereby agrees and undertakes that it shall achieve Financial Close within 240 (two hundred and forty) days from the Effective Date. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Construction Period Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 240 (two hundred and forty) days shall be granted only to the extent of Damages so paid. In the event of delay in achieving the Financial Close beyond 330 (three hundred and thirty) days from the Effective Date, the Concessionaire shall be entitled to a further period not exceeding 95 (ninety five) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Construction Period Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 330 (three hundred and thirty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred due to Force Majeure.</p>	<p>as per the requirement or as directed by CCMC. Space for the test bench shall be provided by CCMC.</p> <p>The Concessionaire may at its discretion avail project financing for the Project. In the event the Concessionaire decides to avail financing for the Project it hereby agrees and undertakes that it shall achieve Financial Close within 240 (two hundred and forty) days from the Effective Date. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Construction Period Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 240 (two hundred and forty) days shall be granted only to the extent of Damages so paid. In the event of delay in achieving the Financial Close beyond 330 (three hundred and thirty) days from the Effective Date, the Concessionaire shall be entitled to a further period not exceeding 95 (ninety five) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Construction Period Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 330 (three hundred and thirty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred due to Force Majeure.</p> <p>Provided where the Concessionaire has opted to fund the Project through Equity, the Concessionaire shall be deemed to have achieved the Financial Close, subject to the following:</p>
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			<p>(a) the Concessionaire submitting an undertaking from its shareholders, whereby the shareholders shall have a joint and several liability of raising 100% funding requirement for the Project;</p> <p>(b) the Concessionaire submitting a certified true copy of the Shareholders' Agreement, in a form acceptable to the Authority, executed between its shareholders, whereby such shareholder shall have an unconditional liability for infusing amounts equal to 100% funding requirement for the Project, to the satisfaction of Authority, and</p> <p>(c) the Concessionaire submitting a financial model in a form acceptable to the Authority, stating the detailed funds flow along with profit and loss, balance sheet and cash flow statement for a minimum period of 10 years.</p>
20	Vol. 2 - Art. 29.3.3 (b)	<p>(b) if such Termination occurs during the Operation Period, by way of Termination Payment, an amount equal to:</p> <p>(i) Debt Due; and</p> <p>(ii) 100% (one hundred per cent) of the discounted value of future net cash flows to the Equity; the discounting factor applied being the then SBI PLR - (minus) 3%.</p>	<p>In the event the Concessionaire funding by equity, the Shareholders Agreement shall replace the Financing Agreement under this Agreement.</p> <p>(b) if such Termination occurs during the Operation Period, by way of Termination Payment, an amount equal to:</p> <p>(i) Debt Due; and</p> <p>(ii) 100% (one hundred per cent) of the discounted value of future net cash flows to the Equity; the discounting factor applied being the then Bank Rate - (minus) 3%.</p>
21	Vol. 3 - Part II - Clause 4.2.4.1 A(e) of ToR	<p>A properly designed water system shall be capable of delivering desired output at all times. Considering that every mechanical system shall have to be given a downtime for maintenance purposes, the Concessionaire shall schedule a plant downtime of one hundred twenty hours, on a cumulative basis in a year for the facilities in</p>	<p>A properly designed water system shall be capable of delivering desired output at all times. Considering that every mechanical system shall have to be given a downtime for maintenance purposes, the CCMC may schedule a plant downtime of the facilities to the upstream of MBR/MSR in consultation with the Concessionaire so as to</p>

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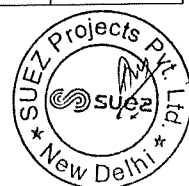


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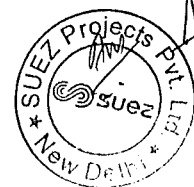
		consultation with the CCMC so as to minimise disruption in services. A. Routine inspection and maintenance of all equipment; B. Planned and scheduled maintenance (preventive); C. Unscheduled maintenance (breakdown); D. Cost and budget planning.	minimise disruption in services. It is clarified that despite the best efforts of the Concessionaire, if a disruption in the services results due to such downtime by CCMC, the Concessionaire shall not be penalized.
22	Vol. 3 - Part II - Clause 2.1 IV(e) of ToR	During this phase of the work the Concessionaire shall study the water transmission and distribution network within and outside the Service Area to establish and improve network management and for ensuring the minimum Service Levels to the Consumers within the Service Area.	During this phase of the work the Concessionaire shall study the water transmission and distribution network within the Service Area to establish and improve network management and for ensuring the minimum Service Levels to the Consumers within the Service Area.
23	Vol. 2 - Art. 6.1.2. (i) (i)	the Authority shall continue to be responsible to operate and maintain the Existing Project Facilities and provide water supply services and collect User Charges in the Service Area. The Authority shall also be responsible for repairing the Existing Project Facilities during such period.	Except for the Concessionaire scope of work in accordance with the Takeover Plan as per Article 5.4, the Authority shall continue to be responsible to operate and maintain the remaining Existing Project Facilities and provide water supply services and collect User Charges in the Service Area. The Authority shall also be responsible for repairing the Existing Project Facilities during such period, unless the same is the responsibility of the Concessionaire in terms of the Takeover Plan.
24	Vol. 2 - Art. 17.3.7(iii)	In the event of reduced quality or quantity of water in the Service Area, the Concessionaire shall within 24 hours from the time of disruption, provide an alternative water supply of a minimum quantity of 20 litres per person per day for the duration of the reduced quality or quantity.	In the event of reduced quality or quantity of water in the Service Area, the Concessionaire shall within 24 hours from the time of disruption, provide an alternative water supply of a minimum quantity of 20 litres per person per day for the duration of the reduced quality or quantity. The Concessionaire shall be compensated on actual cost basis in the event of reduction in the quality and quantity of water in the Service Area occurs due to a Force Majeure event or any other event beyond the reasonable control of the Concessionaire.
25	Vol. 3 - Part II - Clause 2.2.5 of ToR	The Scope of work includes the complete routine maintenance of all the assets both existing and created by Concessionaire within the service area. In case of the requirements for replacing of the existing assets, the installation of the asset, working condition, possibility of rehabilitation, repair, and	In case of the requirements for replacing of the existing assets, the installation of the asset, working condition, possibility of rehabilitation, repair, and rejuvenation shall be studied and an analysis report shall be submitted to 12 months in advance from the end of the lifetime. Such report shall be considered

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<p>rejuvenation shall be studied and an analysis report shall be submitted to 12 months in advance from the end of the lifetime. Such report shall be considered and agreed by the CCMC by physical inspection of the officials and detailed discussion with the concessionaire. The complete cost for the replacement of such assets shall be borne by the CCMC in all aspects like supply, stock, install and replacement of such assets shall be borne by the CCMC in all aspects like supply, stock, install and commission. The concessionaire shall replace the assets as approved by the CCMC and produce proper bills, documentary proof for the complete process of replacement of such assets to claim for the reimbursement of the expenditures. The reimbursement of such additional claims shall be done as per the norms of CCMC. The Asset replacement does not include the replacement of Water Meters for House service connections. In other words, repair and replacement of house service connection meters shall be the responsibility of the Concessionaire.</p>	<p>and agreed by the CCMC by physical inspection of the officials and detailed discussion with the concessionaire. The complete cost for the replacement of such assets shall be borne by the CCMC in all aspects like supply, stock, install and commission. The concessionaire shall replace the assets as approved by the CCMC and produce proper bills, documentary proof for the complete process of replacement of such assets to claim for the reimbursement of the expenditures. The reimbursement of such additional claims shall be done as per the norms of CCMC. The Asset replacement does not include the replacement of Water Meters for House service connections. In other words, repair and replacement of house service connection meters shall be the responsibility of the Concessionaire.</p>	<p>The design and installation of the storm water drainage system must comply with Indian Standard Codes and Tamil Nadu Building Practice.</p>
<p>26</p> <p>Vol. 3 - Part I - Section IV - General Technica 1 Specific ations - Clause 2.26</p>	<p>The design and installation of the storm water drainage system must comply with AS/NZS 3500.5 - Domestic Installations.</p>	<p>If any material remains as surplus it shall be disposed of as directed by the Employer, which includes loading, unloading, transporting and spreading as directed within a distance of 5 km. If the Contractor fails to remove the earth from site within 7 days after the period specified in a written notice, the Employer may arrange to carry out such work at the Contractor's risk and cost or may impose such fine for such</p>
<p>27</p> <p>Vol. 3 - Part I - Section IV - General Technica 1</p>	<p>The design and installation of the storm water drainage system must comply with AS/NZS 3500.5 - Domestic Installations.</p>	<p>If any material remains as surplus it shall be disposed of as directed by the Employer, which includes loading, unloading, transporting and spreading as directed within a distance of 5 km. If the Contractor fails to remove the earth from site within 7 days after the period specified in a written notice, the Employer may arrange to carry out such work at the Contractor's risk and cost or may impose such fine for such</p>



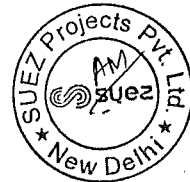
Specific ations - Clause 3.35	omission as he may deem fit. Particular care shall be taken to keep the trench dry during the entire refilling operation.	omission as he may deem fit. Particular care shall be taken to keep the trench dry during the entire refilling operation.
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**Pre-bid Queries and replies for RFP to the Coimbatore Corporation 24x7 Water Supply Project**

Sr No	Reference	Description	Query	Responses
1	General	New Connections in Service Area	Please provide the average number of new connections provided every year in the Service Area by CCMC. This will be useful in assessing the future requirement of new connections to be provided during the Concession Period.	The bidders are advised to carry out their own assessment.
2	General	Proposed Works in DPR	Please list out the works envisaged in the DPR but already executed by CCMC so that the bidder can get better assessment of new works to be executed.	The bidders are advised to carry out their own assessment.
3	General	Leakage Data	Please provide leakage data on the distribution pipelines in the Service Area for the past 5 years, particularly the number of leakages reported, their classification in terms of minor or major leakage and the expenditure made.	The bidders are advised to carry out their own assessment.
4	Project Funding	Mechanism of Funding (JNNURM and other sources)	(i) Please confirm that the Capital funds from JNNURM and other sources are still available for this project.  (ii) Please provide the mechanism of release of funds by Gol under JNNURM for this Project. Will the Gol release funds in line with the milestones achieved? Please provide the guidelines and terms of payment by Gol to CCMC.	The capital cost as well as the operational cost shall be funded in the manner indicated in G.O.(Ms) No.130 / M.A &W.S. (M.C.II) Department, dated 27-08-2015 issued by the Government of Tamil Nadu with respect to the Coimbatore 24x7 Water Supply project. The responsibility of funding the project lies with the Coimbatore City Municipal Corporation which is duly supported by Government of Tamil Nadu.

  
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Sr No	Reference	Description	Query	Responses
5	CCMC Bylaws	Individual Connections Vs Bulk Connection	<p>(iii) Please provide details about how CCMC will finance the annuity payments after COD.</p> <p>We understand that the CCMC new bylaws specify that each individual apartment in a multistory building shall be provided a separate water connection. Please confirm. If so, this will increase the number of connections and meters to be provided and managed by the Concessionaire. We request that CCMC should consider appropriate mechanism to compensate for such increase in number of connections due to administrative decisions.</p>	<p>It may be noted that the said bye-law envisages water supply connections to apartment complexes within the Service Area as bulk connections.</p>
6	Cost Estimates	Detailed Project Report	<p>We observe that no provision has been considered in the cost estimates in DPR for some works. A few examples are as below:</p> <ul style="list-style-type: none"> <li>- Rehabilitation of existing ESRs</li> <li>- Pipe laying by trenchless technology for larger pipes crossing the SHs or major arterial roads or roads having substantial traffic</li> <li>- Customer Water Meter Test Bench</li> <li>- Bulk Water Connections (40 mm and above)</li> <li>- Shifting of underground</li> </ul>	<p>The DPR for the project shall be made available to the Bidders for their reference. However, it may be noted that the said DPR is only an indicative document and the Bidders are advised to make their own assessment of the works and design and construct the project in a manner as may be suitable for achieving the key performance indicators and overall objectives of the project. The Composite Quote and the CIP submitted by the Bidders shall be deemed to have considered all the works required in the project.</p>

  
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Sr No	Reference	Description	Query	Responses
7	Concession Agreement	Price Adjustment during Concession Years	<p>utilities</p> <ul style="list-style-type: none"> <li>- Road Restoration while providing house service connections, especially when the connection is on the opposite side of the road to the distribution pipeline</li> <li>- Restoration or repairs to footpaths, checkered tiles, stone/pre-cast slabs etc. while providing house service connections</li> </ul> <p>We request you to kindly consider the annual price adjustment based on the WPI/CPI Index for any change in the Index compared to the Index as prevailing 28 days prior to the submission of bid. This is a normal practice in all other tenders and considering the long term of the contract, this is a substantial risk to the Concessionaire that needs to be mitigated upfront.</p>	<p>Article 22.1.1A shall be revised and replaced with the following:</p> <p>The payments due to the Concessionaire in a given Concession Year shall be adjusted upon occurrence of the following events:</p> <p>(i) if the WPI inflation rate during the Construction Period or the Weighted Average Inflation Rate (i.e; considering 50% CPI and 50% WPI) during the Operation Period, as the case may be, in the relevant Concession Year exceeds 9% (nineper cent), resulting in an increase in costs or financial loss to the Concessionaire during the Concession Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the</p>

  
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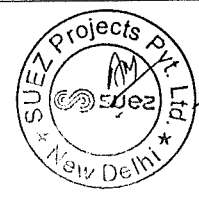


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Sr No	Reference	Description	Query	Responses
				<p>Concessionaire in the same financial position as it would have enjoyed had there been no such increase in the WPI inflation rate or the Weighted Average Inflation Rate, as the case may be, resulting in increased costs or financial loss as aforesaid. The Concessionaire along with its notice shall submit documents evidencing the claim for additional costs that would be incurred during such Concession Year due to the higher inflation rate. The Authority shall be liable to compensate the Concessionaire for the differential inflation rate between 9% (nine per cent) and the actual rate of WPI inflation rate or the Weighted Average Inflation Rate, as the case may be.</p> <p>(ii) if the WPI inflation rate during the Construction Period or the Weighted Average Inflation Rate (50% CPI and 50% WPI) during the Operation Period, as the case may be, in the relevant Concession Year falls below 3% (three per cent), resulting in a decrease in costs or financial gain to the Concessionaire during such Concession Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial</p>

  
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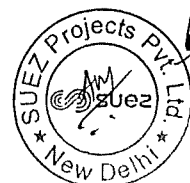
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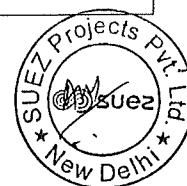
Sr No	Reference	Description	Query	Responses
8	Cost Estimates	Detailed Project Report	The budget estimate as per the DPR is about 5-6 years old and we understand that this has been revised to take into consideration inflation till 2015. However, we request you to consider the further price escalation till 2017 and also for the cumulative increase in prices during the design and construction period of 5 years. At present, since these are not considered in the estimate, the budget is largely under-estimated.	<p>only on June 30, 2018. The variation in WPI and CPI index shall be measured on an Accounting Year basis.</p> <p>WPI and CPI for this Article 22.1.1A shall be the following indices as may be notified by the Reserve Bank of India for each Accounting Year:</p> <p>WPI – Wholesale Price Index for manufacture of basic metals.</p> <p>CPI – Consumer Price Index Numbers for Urban Labourers</p>
				<p>The staggered annuity distribution schedule is developed by considering an annual escalation of 6%. The Bidders are required to make their own assessment of the works and design and construct the project in a manner as may be suitable for achieving the key performance indicators and overall objectives of the project and accordingly provide the Composite Quote and the CIP. The Composite Quote and the CIP so submitted by the Bidders shall be deemed to have considered all the works required in the project. The Composite Quote submitted by the Bidders shall also be compared against the latest Schedule of Rates of CCMC. Further, it may be noted that the responsibility of funding the project lies with the Coimbatore City Municipal Corporation which is duly supported by Government of</p>

  
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Sr No	Reference	Description	Query	Responses
9	Technical Specifications: Clause 3.42	Restoring Road Surface The surface of the road or round shall be finished off to the proper level with the same kind of materials the surface consisted of before the excavation commenced, except in the case of superior roads and tarred roads in which case the surfaces should be finished off with water bound macadam surface	Please clarify whether in such cases (superior roads and tarred roads), the Concessionaire is responsible for restoring the road up to the Water Bound Macadam level only. If so, please clarify who shall be responsible for the carpeting of the roads.	Tamil Nadu. It is clarified that, the road restoration up to the WBM level for the width of the trench is under the scope of the Concessionaire. Relaying of the road for entire width will be under the scope of CCMC.
10	Appendix V Clause 3	Special Purpose Vehicle	We request you that SPV formation should not be made a mandatory condition for the single entity bidders. The successful bidder should be given an option to execute the project on its own or through an SPV.	In Volume I – RFP, Appendix V, Clause 3 states that the SPV shall be incorporated "in the event of Consortium". Hence, the requirement of incorporation of a SPV is only in case the bidder is participating in the RFP as a consortium. Also Appendix V is the format of Joint Bidding Agreement which is void if the bidder competes as a single entity.
11	Appendix VI	Price Proposal	In view of the new tax structure in terms of GST, we request that the price proposal should be exclusive of taxes. The taxes should be paid separately at actuals during the execution. You would appreciate that the introduction of GST is a major change in tax structure in India. Currently, application of GST to contracts like this, its rate and	The Bidders are advised to provide their base Composite Quote excluding the taxes applicable on such Composite Quote. The actual remittance of GST shall be indicated by the Bidders in the invoices to be submitted as per the terms of the DCA.

  
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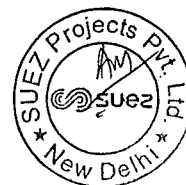


Sr No	Reference	Description	Query	Responses
12.	Tender Drawings and Bill of Quantities	Tender Drawings and Bill of Quantities	<p>exemption criteria is not known fully and it will take some time for the structure to fully evolve. In view of the timeframe for submission of the bid, we do not expect that there will be enough clarity on this important issue.</p> <p>The Tender Drawings and Bill of Quantities are not provided in the tender documents. Kindly provide the same.</p>	<p>Tender drawings and BOQ shall be made available to the Bidders for their reference. The Bidders may kindly note that such tender drawings and BOQ are only indicative and are hence for reference purpose only. The Concessionaire has the freedom to incorporate necessary design modifications / improvements during the Study Period and prepare and submit the CIP accordingly in a manner to ensure that the project achieves the required Key Performance Indicators. Upon submission of the CIP it shall be presumed that all design modifications/improvements considered during the study period have already been taken into consideration.</p>
13.	Schedule 13, Escrow Agreement	Deposits by the Concessionaire into the Escrow Account	<p>Clause 3.1.1 (c) states all annuities received by the Concessionaire shall be deposited in the Escrow Account. This is a typo, it should be "All user charges received by the Concessionaire"</p> <p>Please confirm.</p>	<p>It is confirmed that the Clause 3.1.1 (c) of Schedule 13, Escrow Agreement shall be read as "All User Charges collected by the Concessionaire."</p>
14.	Schedule 13, Escrow	Withdrawals from the Escrow Account	<p>Clause 4.1.1 (b) and (d) refer to the payments made relating to</p>	<p>Clause 4.1.1(b) – Schedule 13 shall be</p>



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Sr No	Reference	Description	Query	Responses
	Agreement		<p>construction and O&amp;M expenses.</p> <p>In this project, Concessionaire will receive annuities representing combined payments for construction and O&amp;M (and not separately)</p> <p>Please confirm the corrections.</p>	<p>revised and replaced with the following:</p> <p>"Annuity due and payable to the Concessionaire in accordance with Article 22."</p> <p>Clause 4.1.1 (d) – Schedule 13 shall stand deleted.</p>
15.	Volume 2, Article 21.1.1, Financial Closure; Corrigendum No. 19, and Schedule 13, Escrow Agreement	Financial Closure and Deposit of Long-Term Debt and Equity into Escrow Account	<p>As provided in Corrigendum No. 19 that Concessionaire may at its discretion avail project financing for the project,</p> <p>The Concessionaire may decide to meet the financing with short-term debt, as and when required, instead of conventional project finance to make the project pricing more competitive.</p> <p>In such an event, the Concessionaire shall not be required to deposit equity or debt into the Escrow Account, as its debt for short-term to optimise on interest costs.</p>	<p>Clause 3.1.1 (a) and (b) – Schedule 13 shall not be applicable to the Concessionaire in the event the Concessionaire is funding the construction cost through its own line of credit or other means of financing without availing debt funding / project financing. Provided, the Concessionaire submits an undertaking from, in line with the point no. 19 of the Corrigendum to RFP issued during the First Call.</p>
16.	General	1 <sup>st</sup> Pre-bid Replies of the 1 <sup>st</sup> Call for Tender	<p>Please confirm.</p> <p>Replies to the 1<sup>st</sup> pre-bid meeting of First Call are not enclosed in the current Tender Documents.</p> <p>Please confirm that are to be</p>	<p>The responses to queries received during the First Pre-bid meeting conducted at the time of the First Call for the project shall be uploaded on the website of the CCMC for the</p>



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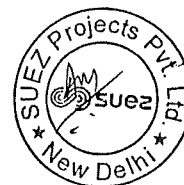
Sr No	Reference	Description	Query	Responses
17.	Replies to Pre-bid Meeting – II	Change in Law provision	<p>considered as part of the ongoing tender process also. Please upload the same on the website so that they become part of the ongoing Second Call also.</p> <p>Change in law provision is a very standard provision in a long term procurement contract. In the event it is not provided in a tender document, such scenario opens up a corridor of uncertainty for the contracting parties during entire period of the contract.</p> <p>There may be instances of change in law - such as introduction of GST scrapping existing indirect tax regime - which may not be possibly ascertained or anticipated by the contracting parties at the time of quoting bid or signing of the contract. However, aforementioned contingency of change in law may create a huge financial burden on the shoulder of the contractor at a later stage if the proper protection is not available to the Contractor in the form of required 'change in law provisions' in the contract.</p> <p>Even FIDIC, in its standard Design-Build-Operate ("DBO") template, provides for a clause which deals with the contingencies arising due</p>	<p>reference of the Bidders.</p> <p>The revised provision is stated below:</p> <p><b>35.1 Increase in costs</b></p> <p>If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) or 2% (two per cent) of the total annual Staggered Annuity Payments in any Concession Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed</p>


  
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Sr No	Reference	Description	Query	Responses
			<p>to change in law and allows for price adjustment due to such change. Relevant extract of FIDIC DBO template dealing with subject matter is annexed herewith and marked as <b>Annexure -I</b>.</p> <p>Recently, authority for National Mission for Clean Ganga ("NMCg") also issued tender documents for development of sewage treatment plants &amp; associated infrastructure on hybrid annuity public-private partnership basis. Please note, in the draft concession agreement for such aforementioned build-operate-transfer tender documents issued by NMCg, change in law provision has been provided in detail considering all the hardship a concessionaire may go through over a period of time in such long term contracts due to slightest change in any related law. Relevant extract of change in law provision in NMCg tender documents is annexed herewith and marked as <b>Annexure -II</b>.</p> <p>Additionally, model concession agreement issued by the Planning Commission of India, also provides for provision pertaining to the adjustment in the contract price</p>	<p>arrangement.</p> <p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 35.1 shall be restricted only to events of changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.</p> <p><b>35.2 Reduction in costs</b></p> <p>If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1</p>

  
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Sr No	Reference	Description	Query	Responses
			<p>due to change in law during the entire contract period (including O&amp;M period, as well). Relevant extract of such model concession agreement may be referred to in <u>Annexure - III</u>.</p> <p>Therefore, in view of the above, we request you to please allow for the price adjustment due to change in any legislation during operation and maintenance period of the Coimbatore Project, as well.</p>	<p>crore (Rupees one crore) and 2% (two per cent) of the total Staggered Annuity Payments in any Concession Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on such amendments to this Agreement or on any other mutually agreed arrangement.</p> <p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority.</p>

Sr No	Reference	Description	Query	Responses
				<p>provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 35.2 shall be restricted only to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.</p> <p><b>35.3 Protection of NPV</b> Pursuant to the provisions of Articles 35.1 and 35.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Authority at its discretion shall use the Financial Plan or the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount</p>

  
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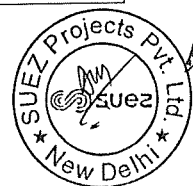


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Sr No	Reference	Description	Query	Responses
35.4	Restriction on cash compensation			<p>The Parties acknowledge and agree that the demand for cash compensation under this Article 35 shall be restricted to the effect of Change in Law during the respective Concession Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Concession Year. Any demand for cash compensation payable for and in respect of any subsequent Concession Year shall be made after the commencement of the Concession Year to which the demand pertains, but no later than 2 (two) years from the close of such Concession Year.</p>
35.5	Additional Time			<p>If as a result of a Change in Law, the execution of any of the obligations of the Concessionaire under this Agreement is affected the Concessionaire may notify the Authority and propose amendments to this Agreement. Upon notice by the Concessionaire, the Parties shall meet, as soon as</p>

  
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Sr No	Reference	Description	Query	Responses
				reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement. The Concessionaire shall be entitled to extension of time for a period no more than the days for which the obligations of the Concessionaire were affected.
18.	General	Priority of Tender Documents	Please specify in case of discrepancy between the Concession Agreement and other parts of the Tender Document, which shall prevail. Is there any additional funding received by CCMC for this water supply project - AMRUT or Smart Cities Programme?	Please refer to Article 1.4.1 of the DCA.  The responsibility of funding the project lies with the Coimbatore City Municipal Corporation which is duly supported by Government of Tamil Nadu
19.	Additional Funding by CCMC			

Sd /-  
Commissioner,  
Coimbatore Corporation.

  
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**SCHEDULE 18**  
**TECHNICAL SPECIFICATIONS**

*Provided as part of Section IV, Part I, Volume III*

Implementation of 24x7 Water Supply System in the city of Coimbatore through Public Private Partnership on Build Transfer and Operate  
Amity basis

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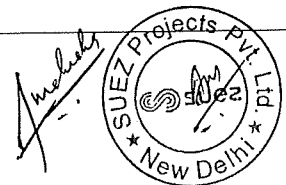
  
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**Volume III**

**TECHNICAL TERMS OF REFERENCE**

  
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**PART I - CONSTRUCTION MODULE**

  
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## SECTION I – PROJECT DETAILS

### 1.1 Project Area

The project area is the core area of Coimbatore City Corporation having 72 wards (Old), covering 105.6 sq. km area. The city has a total of 100 wards.

### 1.2 Project Summary

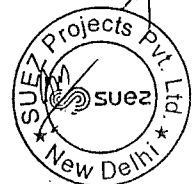
CCMC is desirous that the Project shall be executed by the Applicant/bidder adjudged as successful pursuant to the Bidding Process. The Project shall be implemented through public-private partnership (the “PPP”) model on Build, Transfer and Operate (the “BTO”) basis. The funding for the Project is from the grants to be received from CCMC, the Government of India (“GOI”), Government of Tamil Nadu (“GOTN”) as per the provisions of the JNNURM scheme and the Tamil Nadu Infrastructure Development Board (“TNIDB”).

### 1.3 Rationale of the project

Water supply distribution, as a national scenario, is being performed as an intermittent service rendered, subject to limitations contained in various water supply schemes. Decision has been taken at national level that, as far as possible, water distribution in urban areas should be provided as a continuous service for 24 hours a day and 365 days in a year, with occasional minor interruptions as may be permitted by the relevant government authorities. This has been widely accepted by all the States in India. Efforts have been commenced for converting the existing water supply systems to 24 x 7 levels through appropriate improvements.

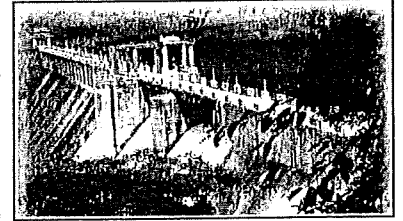
As a pioneer exercise of improving its service levels, the CCMC has decided to upgrade the existing water supply system in the core areas, so that it will provide 24 x 7 water supply to all its customers.

  
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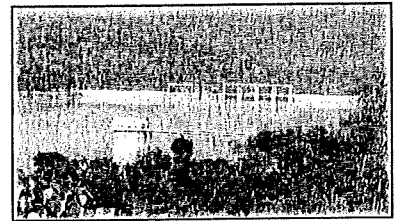
#### 1.4 Sources

The Water that could be drawn from Pillur reservoir for the scheme is 125 Mld, due to the carrying capacity of raw water and clear water tunnels. The supply from the Siruvani System is only 75 Mld. So the total expected supply is 200 Mld. However the Intermediate requirement is 227 mld. So there is a short fall of 27 Mld



Pillur Dam

In Siruvani source, there is reduction in drawl of water to 50 Mld during poor monsoon periods and the worst reduction experienced is 25 Mld. The Siruvani and Pillur WSSs are interconnected at possible locations to manage the problems on temporary measure.



Siruvani Dam

As the quantum of supply from Siruvani Water Supply System depends on Kerala state, the original allocation of 75 Mld only could be adopted. The balance 152 Mld could be met from Pillur source which is within Tamil Nadu, to meet the Intermediate Demand of 227 mld, as this is a dedicated scheme for Coimbatore Corporation and the required decisions to draw additional quantity could be taken by the Corporation themselves at any point of time.

#### 1.5 Head Works

##### 1.5.1 Siruvani Water Supply System:

At present, 75 Mld of treated drinking water from the existing Siruvani Water Supply Scheme is being supplied to the Coimbatore Corporation with head works (Siruvani Reservoir) at Attapady Valley in Palakkad District of Kerala State, at a distance of 40 km from Coimbatore. The raw water is conveyed through a tunnel to the treatment plant at Siruvani Adivaram. After full scale treatment, clear water is conveyed by gravity through 1000 mm PSC pipes to the Master Service Reservoir at Bharathi Park from where it is fed to the Service Reservoirs in Western Zone of the town and distributed through the network of distribution system. The scheme is in operation since 1982. The Bulk water quantity received ranges from 87 MLD in 8 normal months and 57 MLD in Summer Months.

  
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### 1.5.2 Pillur II Water Supply System:

Another dedicated scheme with the Pillur Reservoir situated at the foothills of Nilgiris in Western Ghats as source was implemented in the year 2012 for Coimbatore Corporation. The total installed capacity is 125 Mld and at present Coimbatore corporation gets 115 Mld from this scheme. Raw water is drawn through intake well cum pump house located in Pillur Reservoir and conveyed through 1100 mm dia. MS pipes and tunnel of length 3.850 km at Periakombai hills to the treatment plant at Velliangadu. The treated water is pumped from WTP through the clear water tunnel of 0.9 Km long at Kattan hills. The water is gravitated from the tunnel to the Master Service Reservoir at Ramakrishnapuram from where it is fed to the Service Reservoirs in Eastern Zone of the town and distributed through the network of distribution system.


### 1.6 Population and Demand Forecast

Population projection as per Geometric Incremental Methods has been approved under JNNURM Project for Pillur II Scheme and in line with the same and also as per CPHEEO recommendations Geometric Incremental Method has been adopted as Coimbatore is a fast growing urban city and the ultimate population and the Demand requirement is given below:

Sl.No.	Description	Requirement
1	Ultimate population in the year 2044	17,52,203
2	Demand at 135 lpcd (Mld)	236.547
3	Demand including losses @ 15% (Mld)	272.030
4	Industrial and Commercial demand (Mld)	17.250
	<b>Sub Total (Mld)</b>	<b>289.280</b>
5	Deduct supply from existing Siruvani scheme (Mld)	75.000
	<b>Balance Requirement (Mld)</b>	<b>214.280, Say 215</b>

### 1.7 Existing Water Supply system

S.No	Description	Details
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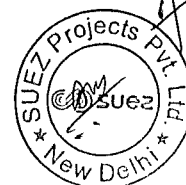
1	Area	105.6 Sq.Km
2	Topography	Elevation varies from 390m to 440 m
3	Wards	72
4	Water Supply Zones	5
5	SRs	49
6	Distribution Pipes	1122 km
7	HSCs	106121
8	Present Service Level	Intermittent Supply – 70 to 125 Lpcd (Once in 2/3 days for 2 to 3 Hours)
9	Population	930882 (As per the 2001 Population)

#### 1.7.1 Existing Distribution system

S.No	Description	Details
1	Area	105.6 Sq.Km
2	Topography	Elevation varies from 390m to 440 m
3	Wards	72
4	Water Supply Zones	5
5	SRs	49
7	Distribution Pipes	1122 Km
8	HSCs	106121
9	Present Service Level	Intermittent Supply – 70 to 125 Lpcd (Once in 2/3 days for 2 to 3 Hours)
10	Population	930882 (As per the 2001 Population)

#### 1.7.2 Existing Feeder Mains

  
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S.No.	Material	Abstract Length (Km)
1	PVC (45 – 237.8 mm)	785
2	AC (80 – 450 mm)	166
3	CI (80 – 600 mm)	169
4	PSC (300)	2
<b>TOTAL</b>		<b>1122 Km</b>

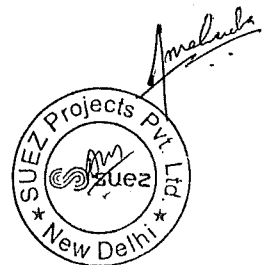
### 1.7.3 Deficiencies of the Existing Water Supply System

It is evidenced from the above Source Reliability Analysis, that the Pillur source is more than adequate to meet the project requirement. The water quantity is much excess that it can cater to more than multiple times the requirement of the Coimbatore corporation. It is also evidenced that the prevailing Tunnels can carry more water as compared to the intermediate and ultimate requirement of the corporation, if the depth of water flow in the tunnel is increased. So as far as the Bulk water / source of water, Coimbatore Corporation possesses excess quantity of water and also adequate infrastructure to bring until the Master Service Reservoirs at Ramakrishnapuram. Since Siruvanui being the interstate source, source augmentation / source improvement shall not be possible. Subsequently Pillur being allocated as reliable / perennial source for the corporation, restricting Siruvani to 75 Mld until the ultimate stage of the project.

Under the present scenario, the water supply infrastructure from Master Service Reservoirs to End Consumers namely prevailing service reservoirs, feeder mains, pump sets, sumps, distribution system pipelines, water meters has been analyzed in detail with data collected through field visits, data available from the corporation, etc., After detailed investigation, it is understood that the present service level of the Coimbatore Corporation ranges from 75 lpcd to 125 lpcd (Based on sample studies made) that too with the intermittent supply of 3 to 4 hours a day, once in a 3 to 4 days a week (Under worst case scenario) with residual pressure ranging from 0.1 m to 2 m (Based on sample studies made) at the house service connections. There was also list of frequent complaint on the present water supply system, especially the Distribution System by various Councilors / elected representatives in Councilors Grievances in Zonal meeting.

The salient complaint list was as follows:

  
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1. Inadequate Water Supply & inadequate pressure
2. Frequent burst & breakdowns in pipes
3. Contamination due to mixing of sewage
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

#### 1.7.4 Existing Service Reservoirs & Storage Sumps

The following gives the list of Service Reservoirs in Dilapated condition and also with less staghing height not suitable for a 24x7 type of water supply system

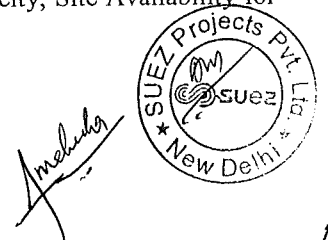
Sl.No.	SR Location	Ward Number (Old)	Capacity (LL)
1	Maniyakaram Palayam SR	72	1.00
2	Police Quarters SR	72	0.50
3	V.V.Nagar SR	72	0.50
4	V.O.C Nagar Sump	72	0.50
5	Ganapathy Ma Nagar Sump	72	3.00
6	Gandhi Ma Nagar Sump	72	6.00
7	Housing Unit Sump	3	0.50
8	Nanjundapuram SR	12	2.00
9	Sowripalayam SR	14	5.00 (Staghing Height – 8m)
10	Varadharajapuram SR	11	10.00 (Staghing Height – 8m)
11	Uppilipalayam SR	11	10.00 (Dilapated Condition)
12	Bharathi Park GLSR	34	10.00
13	Bharathi Park GLSR	34	10.00 (Dilapated Condition)
14	Gandhi Park GLSR	51	10.00
15	SIHS Colony Sump	4	3.00

#### 1.8 Proposed Water Supply System

##### 1.8.1 Distribution System

The factors namely Population, Water Demand, Existing SR Capacity, Site Availability for

  
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new proposal, Feeder Main routing and Alignments are considered while designing the 24 X 7 water supply system in all zones and all for demo zones.

### 1.8.2 Zoning of the Project Area

The existing 5 water supply zones is rezoned into 4 water supply zones into North Zone, West Zone, East Demo Zone I & East Demo Zone II for effective management of water supply system, by delineating Demo Zone Areas, isolation of Siruvani and Pillur Systems, introducing Billing and Collection Software System, Customer Care Software System, monitoring of Pressure Management Network Systems and easy O & M system, etc., The design of proposed water supply zones is described below.

#### 1.8.2.1 North Zone

This zone covers the northern part of Coimbatore City Corporation with an area of 25.33 Sq.Km. Wards covered under this zone are 1, 2(part), 3(part), 14(p), 17, 18, 19(p), 20(p), 33(p), 65, 66, 67, 68, 69, 70, 71&72 and the density of population is 9200 Persons per Sq.Km. This zone is the gateway to the major hubs such as Mettupalayam, Sathyamangalam and Avinashi and is well connected with National Highways. There are two railway lines; the first one is to Mettupalayam dividing this zone as North West and North East parts and the second one is to Chennai dividing this zone as North and South parts. As a harbinger for the major industries such as textile, foundry and pump etc., there is a scope for rapid development in this zone. The difference in ground level within the zone is 33 m and 20 m respectively and ground level varies from 441.51 m in North West to 408.63 m in North East and 424.34 m in North to 403.62 m in South. In addition, an IT Park Bulk Water Demand of 3 Mld was also provided with North Zone as requested by Coimbatore Corporation.

#### 1.8.2.2 West Zone

West Zone covers the Western part of Coimbatore City Corporation with an area of 25.64 Sq.Km. Wards covered by the zone are 34,37,38,44 to 53 & 55 to 64 and covers partly by wards 27, 33, 35, 36, 42 & 54. The density of population is 9383 Persons per Sq.Km. This zone is the gateway to the holy place Marudamalai and university. Coimbatore city is connected with important places like Palakkad and Thadagam by the roads running through this zone. The contours of this zone fall from North-West to South-East and the difference in levels is 35m. The Ground level varies from 442 m in the North-West to 407 m in South-East.

  
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### 1.8.2.3 South Zone

South Zone covers the southern part of Coimbatore City Corporation and with an area of 23.60 Sq.Km. This Zone covers the wards 6(p), 7(p), 12, 13, 14, 19(p), 21(p), 22, 23, 24, 25(p), 26(p), 39, 40, 41, 42, 43, 54(p). Density of population is 9383 Persons per Sq.Km. This zone is become the gateway to the places such as Palani. Trichy and Palakad and is well connected with National Highways. The railway line to Trichy and Palani are passing through this zone. The Ground level varies from 401.66 m in North West to 389.63 m in North East and 400.86 m in North to 396.89 m in South.

### 1.8.2.4 East Zone

East Zone covers the Eastern Part of Coimbatore City Corporation with an area of 31.05 (8.93 Sq.Km for Demo Zone I + 22.12 Sq.Km for Demo Zone II) Sq.Km. Wards covered are 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 26 etc. Density of population is 14180 Persons per Sq.Km. This zone is the gateway to major hub such as Mettupalayam, Sathyamangalam, Trichy and Avinashi and is well connected with National Highways. There are three natural water streams or nallas crossings this zone. There are two railway lines. The first one is running to Mettupalayam dividing this zone along the Western Border and the second one is running to Chennai along the Eastern Part. As there is a wide spread of vacant lands available in this zone, there is a possibility for rapid development for residential, apartments, multiple complexes, etc.,

This zone is divided into two parts as Demo Zone I covering Race Course, Ram Nagar & Gandhi Puram areas and as Demo Zone II covering Peelamedu, Peelamedu Pudur, Sowripalayam, Masakalipalayam, Neelikonampalayam and Ondipudur areas. The difference in ground level within the Demo Zone I is 25.57 m with levels varying from 429.07 m to 403.50 m and 45.05 m in Demo Zone II with levels varying from 417.21 m to 372.16 m.

### 1.8.2.5 Feeder Main System

The existing feeder main alignment was retained as such, so as to avoid any additional / New Railway Crossings, National Highway Crossings, Nallas, Water Streams etc., which may delay the laying of pipes during execution time. The entire alignment was revamped for the ultimate demand in 2044 and the existing CI pipes suitable for hydraulic designs are retained. Additionally new feeder mains are proposed to the newly proposed SRs in both the systems. Isolation of Pillur and Siruvani System are made separately, with Pillur System having it supply from Pillur MSR and Siruvani system from Siruvani MSR respectively. The railway

  
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line running parallel to the Mettupalayam Highway starting from ward 64 at Northern end and ending at Ward 13 near Trichy Pallaghat road forms the boundary for Siruvani and Pillur Systems

The Pillur feeder main was further sub divided into two primary stretches, linking a group of Service reservoirs for Existing and Proposed MSR at Ramakrishnapuram separately. In the proposed Feeder mains system, both Pillur & Siruvani MSRs are used only as balancing reservoirs and the existing DMA's are delinked from the system.

Special appurtenances like Sluice Valves with actuators connected to SCADA system are proposed at the Inlet of each SR, Pitiless sluice valves along the branch mains for flow regulation and control during O & M. DI Scour Valves are proposed closure to Nallah or water stream along the alignment for scouring. Duo jet cylindrical air valves are proposed in the higher / elevated ground levels in between each stretches. Flow regulating valves are proposed where the residual head at the SR Inlet was very high ( $> 7$  m). Bulk water meters with flow measurement are proposed at the outlet of each SR connecting to each DMA's, to quantify the flow to distribution system.

The total length of the feeder mains worked out to be 105 Kms in which Pillur feeder main worked out as 64 Kms under Gravity and 10 Km under Pumping. The total length of the Siruvani feeder main worked out as 15.18 Kms under Gravity and 7.53 Kms under Pumping. The total length of Pillur Siruvani MSR Interlinking mains worked out as 8.44 Kms. Details of Service Reservoirs under each system and also the proposed feeder main system being fed under Pillur and Siruvani system.

#### 1.8.2.6 Interlinking of Pillur MSR and Siruvani MSR

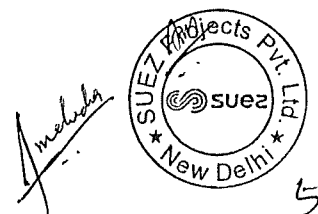
A separate feeder main system is proposed from the Newly Proposed MSR at Ramakrishnapuram to the Siruvani MSR to overcome the fluctuations at Siruvani supply during the drought conditions. Since the level difference (Lowest Water Level) between both the MSR's is only 0.86 m (Ramakrishnapuram MSR – Siruvani MSR =  $443.86 - 443.00 = 0.86$  m) interconnecting both the MSR's by gravity is not feasible. So Gravity cum pumping arrangement was made.

Gravity System – Ramakrishnapuram MSR to Bharathi Park GLSR


Pumping System – Bharathi Park GLSR to Bharathi Park MSR

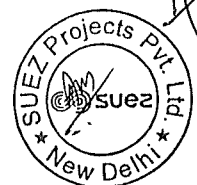
The Interlinking of gravity main from Pillur MSR to Bharathi Park GLSR is designed for 50 Mld transmission capacity. The local pumping arrangement from Bharathi Park GLSR to Bharathi Park MSR is designed with Horizontal Split Case pump sets, capable of discharging

  
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10 Mld per pumpset and operating number of pumpsets on needy basis.

  
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## SECTION II – DETAILED SCOPE OF WORK

### 2.1 General Scope of Work

- I. **Prepare a comprehensive Capital Investment Plan (CIP) by undertaking all required studies and assessment including but not limited to the following :-**
  - a. Carry out detailed assessment of existing infrastructure and other existing utilities which are included in the Concessionaire's operations and maintenance contract.
  - b. Verify the available documents provided by CCMC and reconfirmation of the locations of the service reservoirs, Sumps & Pump houses and alignment of the feeder & distribution mains
  - c. Topographical survey with total station instrument, Preparation of Maps and drawings on AutoCAD for obtaining the exact ground levels at the time of execution wherever required.
  - d. Geo-Technical Investigations for ascertaining the SBC value at the locations of the service reservoirs, Sumps & Pump houses; as required.
  - e. Prepare detailed plan and design for the SCADA system for monitoring flow in the bulk meters and control valves at the designed locations.
  - f. A comprehensive plan for O&M of the assets downstream from the outlet of MSR and the distribution system during the concession period.
  
- II. **Undertake the construction activities as per the BOQ and detailed in the approved CIP, including but not limited to:**
  - a. Supply all materials for the construction and installation of the facilities as per CIP and supply and install all pipes and controls required for the components of the project as per BOQ attached;
  - b. Provide and install required mechanical and electrical equipment for full operation of the specified SCADA system;
  - c. Supply and install all cabling and control panels for safe and effective operation of the pumping stations and equipment;
  - d. Supply and install all Service Reservoirs, pumping requirements, distribution piping, valves and house connections and metering.

  
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III. Undertake the O&M activities in the approved phased manner as approved by CCMC.

IV. General Terms and Conditions that the Concessionaire is expected to undertake the project is provided herein below:

a. Up to Initial Take Over Date

The Concessionaire shall make a comprehensive assessment & due diligence of all water supply distribution infrastructure in the Service Area and prepare a holistic and comprehensive Implementation Plan for improving water services in accordance to the Schedule – 5 Key Performance Indicators of Volume II. This will include studying the water distribution system, conducting asset condition assessment, preparing a baseline water balance, developing a working hydraulic network model, strategy for improving services with a focus on optimization of performance of existing assets from the MSR to the consumer end and improving Consumer services.

b. The Concessionaire shall:

a. Establish contact with relevant local agencies and other consultants; and become familiar with the standards and guidelines for water supply design and with past and current work ongoing in the Service Area.

b. Satisfy themselves as to the nature and scope of work and the prevailing site conditions.

c. Liaise with CCMC, DMC, CPWD, Traffic Police and other Government Agencies regarding laws and regulations governing undertaking studies and construction activities such as:

- Environmental and social impact assessment and prevention, mitigation and monitoring of impacts during construction.
- Compensation for damages to property.
- Occupational Health and Safety including workers compensation.

  
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- Consultation of beneficiary populations.
- Signage for construction works.
- CCMC may extend assistance to the operator for the required liaison. Statutory fees required if any will be paid by CCMC.

**c. Integration with Ongoing Activities**

There are several other network improvement activities that are either ongoing or have been recently completed. The Concessionaire shall review all the reports and ensure that the Implementation Plan does not duplicate any measure already financed and implemented, but rather complements these other investments and highlight proven approaches/techniques/policies that could be utilized for the Implementation Plan to enhance project efficiency and effectiveness. The Concessionaire shall also ensure that investments proposed as part of Implementation Plan are independent of the other interventions so that it can be adequately implemented, managed, supervised, monitored and finally be able to be evaluated its impact.

**d. Institutional Arrangements and General Compliance**

The Concessionaire shall read, familiarize and understand the institutional arrangements and Applicable Laws and determine in detail which roles CCMC, as the asset holding and operating entity play in the following:

- i) Sanction of Water Connections, (ii) Implementation of water connections, (iii) Disconnections and reconnections and (iv) Services to Urban Poor areas as applicable.

The Concessionaire shall also ensure that the Implementation Plan is:

- (i) in compliance with the Comprehensive Development Plan of the Project City, Water Supply Master Plan  
(ii) fully coordinated with the ongoing and programmed activities of other development partners like master plan of Coimbatore, bye-laws of the Authority.

**e. Assessment of Distribution System**

- During this phase of the work the Concessionaire shall study the water

  
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transmission and distribution network within the Service Area to establish and improve network management and for ensuring the minimum Service Levels to the Consumers within the Service Area.

- The Concessionaire shall review previous studies and reports; interview the existing key staff in the Service Area; line staff, other consultants, companies, and Concessionaires currently working on the distribution system in order to prepare a baseline report describing the water transmission and distribution system including water sources, storage, and supply zones; and their condition to include pipe materials, dimensions, age, and condition; extent of Consumer water connections, meters and their operating condition; current estimates of illegal connections.
- The Concessionaire shall review the present network management practice and develop an improved robust network management practice for improving the services.

#### 15 Flow and Pressure Measurements (FPM)

The objectives of the FPM are to get a better understanding of the diurnal pressure profiles in the different parts of the Service Area, to determine the strength and capacity of the distribution for providing continuous pressurized water supply to the Consumers and to achieve the prescribed Performance Standards.

#### 16. Hydraulic Network Model (HNM)

- a. The Concessionaire shall develop a Hydraulic Network Model (HNM) which includes all pipelines down to 50mm diameter based on the available information and by undertaking site investigations as required. The HNM shall be built on a Digital Elevation Model (DEM) of the city depicting 1m elevation contours, obtained from relevant agencies. The data pertaining to reservoirs, pipes, valves and demand allocations shall be obtained through field study and captured on the network model. AutoCAD shall be drawing software and Water GEMS shall be the modeling software for building the network model. The Concessionaire shall then use the data from flow and pressure testing and calibrate the network model to represent the field conditions.

  
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- b. The Concessionaire shall use the hydraulic model to simulate any changes in the transmission and distribution network for the redesign of Service Area for replacement or strengthening of primary and secondary mains.
- c. The Concessionaire shall use the model to run 24-hour simulations as well as an analysis of peak hour demand for two scenarios: (i) the present leakage situation; and, (ii) a future, improved scenario. Steady State Analysis and Extended Period Simulation shall be carried out for a minimum period of 72 hours.
- d. Using the hydraulic model and simulating both present and future conditions, the Concessionaire shall review the present distribution zones as required from a continuous water service perspective and propose investments for improving the network efficiency for ensuring continuous pressurized water supply to the Consumers in the Service Area.
- e. The Concessionaire shall investigate options for improved network and pressure management considering the migration from intermittent supply to continuous water supply.
- f. The Concessionaire shall then develop the future water balance for the Service Area duly considering the Key Performance Indicators as per Schedule 5.

**17. Network Assessment**

- g. The Concessionaire shall use the hydraulic model prepared during the project area study, to simulate any changes in the transmission and distribution network for the rehabilitation of Service Area or strengthening of primary and secondary mains.
- h. The Concessionaire shall investigate options for improved network and pressure management considering the migration from intermittent supply to continuous water supply.
- i. The Concessionaire shall then develop the future water balance for the Service Area duly considering the Key Performance Indicators.

  
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## 18. Assessment of the Billing and Collection Systems

The Concessionaire shall:

- a. Prepare a profile of water service Consumers in the Service Area describing Consumer categories and for each category: number of Consumers, estimated average volume of water consumed per month; estimated average revenue per month.
- b. Develop the basic procedure for (i) for service connection (ii) preparing, issuing, and collecting a bill for water service; (iii) how water consumption is estimated for un-metered Consumers; (iv) procedure for dealing with under-payment or non-payment.
- c. Develop: (i) meter reading procedures and arrangements; (ii) meter reader control; and, (iii) efficient and accurate meter reading practices.
- d. Develop (or review and revise existing ones) for portable, battery powered, hand-held, electronic meter reading collection and data storage device, complete with the interface to the existing, modified, or proposed billing software.
- e. Set up in detail the revenue collection procedures, facilities for achieving the prescribed level of revenue collection efficiency.

### 2.2 Components of Part I - Construction Module

The water supply system shall include the infrastructure defined as below:

  
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### Component I - Feeder Mains

S.No	Components
	<b>Pillur Scheme – Feeder Mains</b>
1	Pillur Feeder Main - I (From Proposed MSR at Ramakrishnapuram to Proposed SR at Bharathi Nagar - By Gravity)
2	Pillur Feeder Main - II (From Existing MSR at Ramakrishnapuram to Proposed SR at Lakshmi Nagar Mill Colony - By Gravity)
3	Pillur Feeder Main - III (From Existing MSR at Ramakrishnapuram to Proposed Sump at Rakatchi Garden - By Gravity)
4	Pillur Feeder Main - IV (From Proposed Sump at Rakatchi Garden to Proposed SR at Jai Nagar - By Pumping )
	<b>Siruvani Scheme Feeder Mains</b>
5	Siruvani Feeder Main - I (From Existing MSR at Bharathi Park to Proposed SR at Housing Unit - By Gravity)
6	Siruvani Feeder Main - II (From Existing MSR at Bharathi Park to Proposed Sump at Sanganur Chinthamani - By Gravity)
7	Siruvani Feeder Main - III (From Proposed Sump at Sanganur Chinthamani to Revathy Layout SR - By Pumping)
	<b>Pillur – Siruvani Interlinking</b>
8	Pillur Siruvani MSR Interlinking Main (From Existing MSR at Ramakrishnapuram to Proposed GLSR at Bharathi Park - By Gravity)

### Component II – Sump, Pump sets and Pump rooms

S.No	Components
1	Construction of Sump 10.00 LL Capacity and Pump Room -2 Nos (8 x 8 x 5m) at Rakatchi Garden with Ladder & Inlet and Outlet Pipe Connection Works
2	Construction of Sump 7 LL Capacity at Sanganur with Ladder & Pipe Connection Works
3	Construction of Sump 10.00 LL Capacity and Pump Room (20 x 10 x 6m) at Bharathi Park with Ladder & Inlet and Outlet Pipe Connection Works

  
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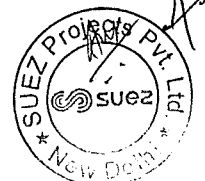
S.No	Components
4	Horizontal Split Case Pumpsets from Proposed Sump at Rakatchi Garden to Jai Nagar SR - 5460 Lpm X 49 m X 156 HP with Generators
5	Horizontal Split Case Pumpsets from Proposed Sump at Rakatchi Garden to Proposed SR at Rakatchi Garden - 5640 Lpm X 27 m X 44 HP with Generators
6	Submersible Pumpsets from Proposed Sump at Sanganur Chinthamani to Existing SR at Revathy Layout SR - 2040 Lpm x 35 m x 63 HP with Generators
7	Submersible Pumpsets from Proposed Sump at Sanganur Chinthamani to Proposed SR at Chinthamani - 2580 Lpm x 27 m x 20 HP with Generators
8	Submersible Pumpsets from Proposed Sump at Sanganur Chinthamani to Existing SR at Sanganur - 960 Lpm x 20 m x 7 HP with Generators
9	Horizontal Split Case Pumpsets from Proposed Sump at Bharathi Park MSR to Existing MSR at Bharathi Park - 6960 Lpm x 24 m x 245 HP with Generators

### Component III – Service Reservoirs

#### A. East Zone

S.No	Components
1	VOC Park SR - Zone A (Proposed)
2	Annai Velankanni Nagar SR - Zone A (Proposed)
3	Annai Velankanni Nagar SR - Zone B (Proposed)
4	Bharathi Nagar SR - Zone A (Proposed)
5	Bharathi Nagar SR - Zone B (Proposed)
6	Hudco Colony SR (Proposed)
7	Kothari Nagar SR (Proposed)
8	Rajalakshmi Nagar SR - Zone A (Proposed)
9	Rajalakshmi Nagar SR - Zone B (Proposed)
10	Sri Lakshmi Nagar SR - Zone A (Proposed)
11	Sri Lakshmi Nagar SR - Zone B (Proposed)
12	Tagore Nagar SR - Zone A (Proposed)
13	Tagore Nagar SR - Zone B (Proposed)

  
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14	Uppilipalayam SR (Proposed)
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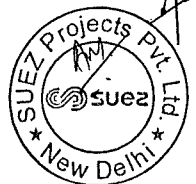
**B. North Zone**

S.No	Components
1	Jai Nagar SR - Zone A (Proposed)
2	Jai Nagar SR - Zone B (Proposed)
3	Karupayya Gounder SR - Zone A (Proposed)
4	Karupayya Gounder SR - Zone B (Proposed)
5	Nehru Street SR - Zone A (Proposed)
6	Nehru Street SR - Zone B (Proposed)
7	Ponni Nagar SR - Zone A (Proposed)
8	Ponni Nagar SR - Zone B (Proposed)
9	PRP Garden SR (Proposed)
10	Rakatchi Garden SR - Zone A (Proposed)
11	Rakatchi Garden SR - Zone B (Proposed)
12	Ramakrishnapuram SR - Zone A (Proposed)
13	Ramakrishnapuram SR - Zone B (Proposed)
14	Sanganur Road SR - Zone A (Proposed)
15	Sanganur Road SR - Zone B (Proposed)
16	VKR Nagar SR - Zone A (Proposed)
17	VKR Nagar SR - Zone B (Proposed)

**C. South Zone**

S.No	Components
1	BSUP Layout SR (Proposed)
2	JK Garden SR (Proposed)
3	Lakshmi Nagar Mill Colony SR - Zone A (Proposed)
4	Lakshmi Nagar Mill Colony SR - Zone B (Proposed)
5	Sivaram Nagar SR (Proposed)
6	Thiru Nagar SR - Zone A (Proposed)

  
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7	Thiru Nagar SR - Zone B (Proposed)
8	Valliammal Street SR (Proposed)

**D. West Zone**

S.No	Components
1	AKS Nagar SR - Zone C (Proposed)
2	Bharathi Park SR - Zone A (Proposed)
3	Bharathi Park SR - Zone B (Proposed)
4	Chinthamani Nagar SR - Zone A (Proposed)
5	Chinthamani Nagar SR - Zone B (Proposed)
6	Housing Unit SR - Zone A (Proposed)
7	Housing Unit SR - Zone B (Proposed)
8	Kurunji Garden SR - Zone A (Proposed)
9	Kurunji Garden SR - Zone B (Proposed)

**Component IV – Distribution System**

**A. East Zone**

S.No	Components
1	Siddhaphudhur SR - Zone A (Existing)
2	Siddhaphudhur SR - Zone B (Existing)
3	Tatabad SR - Zone A (Existing)
4	Tatabad SR - Zone B (Existing)
5	VOC Park SR - Zone A (Existing)
6	VOC Park SR - Zone B (Existing)
7	VOC Park SR - Zone A (Proposed)
8	Anna Nagar SR - Zone A (Existing)
9	Anna Nagar SR - Zone B (Existing)
10	Annai Velankanni Nagar SR - Zone A (Proposed)
11	Annai Velankanni Nagar SR - Zone B (Proposed)


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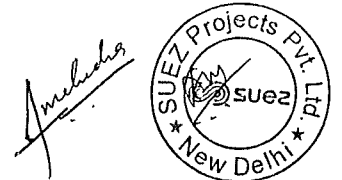


S.No	Components
12	Bharathi Nagar SR - Zone A (Proposed)
13	Bharathi Nagar SR - Zone B (Proposed)
14	DJ Nagar SR - Zone A (Existing)
15	DJ Nagar SR - Zone B (Existing)
16	GV Residency SR (Existing)
17	Hudco Colony SR (Proposed)
18	KK Nagar SR - Zone A (Existing)
19	KK Nagar SR - Zone B (Existing)
20	Kothari Nagar SR (Proposed)
21	Nethajipuram SR - Zone A (Existing)
22	Nethajipuram SR - Zone B (Existing)
23	Rajalakshmi Nagar SR - Zone A (Proposed)
24	Rajalakshmi Nagar SR - Zone B (Proposed)
25	SIHS Colony SR (Existing)
26	Sri Lakshmi Nagar SR - Zone A (Proposed)
27	Sri Lakshmi Nagar SR - Zone B (Proposed)
28	Tagore Nagar SR - Zone A (Proposed)
29	Tagore Nagar SR - Zone B (Proposed)
30	Uppilipalayam SR (Proposed)

**B. North Zone**

S.No	Components
1	Avarampalayam SR (Existing)
2	Gandhi Ma Nagar SR (Existing)
3	Jai Nagar SR - Zone A (Proposed)
4	Jai Nagar SR - Zone B (Proposed)
5	Kamadhenu Nagar SR (Existing)
6	Kamarajapuram SR (Existing)
7	Karupayya Gounder SR - Zone A (Proposed)
8	Karupayya Gounder SR - Zone B (Proposed)


  
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S.No	Components
9	Nehru Street SR - Zone A (Proposed)
10	Nehru Street SR - Zone B (Proposed)
11	Peelamedu SR - Zone A (Existing)
12	Peelamedu SR - Zone B (Existing)
13	Ponni Nagar SR - Zone A (Proposed)
14	Ponni Nagar SR - Zone B (Proposed)
15	PRP Garden SR (Proposed)
16	Rakatchi Garden SR - Zone A (Proposed)
17	Rakatchi Garden SR - Zone B (Proposed)
18	Ramakrishnapuram SR - Zone A (Proposed)
19	Ramakrishnapuram SR - Zone B (Proposed)
20	Rathinapuri SR (Existing)
21	Rayyapa Nagar SR - Zone A (Existing)
22	Rayyapa Nagar SR - Zone B (Existing)
23	RG Nagar SR (Existing)
24	Sanganur Road SR - Zone A (Proposed)
25	Sanganur Road SR - Zone B (Proposed)
26	VKR Nagar SR - Zone A (Proposed)
27	VKR Nagar SR - Zone B (Proposed)

**C. South Zone**

S.No	Components
1	BSUP Layout SR (Proposed)
2	Clock Tower SR (Existing)
3	JK Garden SR (Proposed)
4	Lakshmi Nagar Mill Colony SR - Zone A (Proposed)
5	Lakshmi Nagar Mill Colony SR - Zone B (Proposed)
6	Puliyakulam SR - Zone A (Existing)
7	Puliyakulam SR - Zone B (Existing)
8	Singanallur SR (Existing)

  
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9	Sivaram Nagar SR (Proposed)
10	Thiru Nagar SR - Zone A (Proposed)
11	Thiru Nagar SR - Zone B (Proposed)
12	Town Hall SR - Zone A (Existing)
13	Town Hall SR - Zone B (Existing)
14	Valliammal Street SR (Proposed)
15	Vysia Street (Existing)

**D. West Zone**

S.No	Components
1	AKS Nagar SR - Zone A (Proposed)
2	AKS Nagar SR - Zone B (Proposed)
3	AKS Nagar SR - Zone C (Proposed)
4	Bharathi Park SR - Zone A (Proposed)
5	Bharathi Park SR - Zone B (Proposed)
6	Boopathy Layout SR - Zone A (Existing)
7	Boopathy Layout SR - Zone B (Existing)
8	Cheran Nagar SR (Existing)
9	Chinthamani Nagar SR - Zone A (Proposed)
10	Chinthamani Nagar SR - Zone B (Proposed)
11	DB Road SR - Zone A (Existing)
12	DB Road SR - Zone B (Existing)
13	Gandhi Park SR (Existing)
14	Housing Unit SR - Zone A (Proposed)
15	Housing Unit SR - Zone B (Proposed)
16	Iswarya Nagar SR - Zone A (Existing)
17	Iswarya Nagar SR - Zone B (Existing)
18	Jayaram Nagar SR - Zone A (Existing)
19	Jayaram Nagar SR - Zone B (Existing)
20	Koilmedu SR (Existing)
21	Kurunji Garden SR - Zone A (Proposed)

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