

**Build, Operate and Maintain the Water Supply and Sewerage System of Shimla City,
Himachal Pradesh (India) on Public Private Partnership (PPP) mode**

**Clarifications to the Queries Raised By the Prospective Bidders during the Pre-Bid
Meeting**

Addendum-1 to the RFP document

| S No. | Clause from the RFP | Queries | Clarification |
|--------------|----------------------------------|--|--|
| 1 | Schedule B Clause 2.1 and 2.2 | There is no information of mandatory water supply and sewerage works specified in Annexure 1 and II. Please provide the same | Annexure-I of Schedule B shall be the Detailed Project Report, as submitted by the Concessionaire, during the Conditions Precedent Period. However, the DPRs - 3 in numbers {w.r.t Water Supply, Sewerage System Phase I & II}, as prepared by the SMC, is enclosed as Appendix-A to the Addendum and is only for reference purpose wherein the bidders can get an initial idea of the project and the project facilities to be constructed/ upgraded and thereby, operated and maintained. However, the Bidders, before submitting the Proposals, shall be required to carry out their own due diligence w.r.t this Project. Annex- II of Schedule B is hereby deleted. |
| 2 | Schedule N Tariff notification | It has been mentioned that Tariff Notification document shall be provided by SMC. Kindly provide the same. | Schedule-N (Tariff Notification) of the draft Concession Agreement is enclosed as Appendix-B to the Addendum. |

| | | | |
|---|--|---|--|
| 3 | Details of existing Water Supply and Sewerage System | Please provide a map indicating the location and size of various Water Supply and Sewerage Pipelines, Water Treatment Plants, Booster Pumping Stations, Rising Mains, Tube wells. Sewage Treatment Plants and SPS locations etc. | Refer Appendix-A to the Addendum. |
| 4 | | Please provide a Ward map and Municipal Boundary Area map of SMC. | Refer Appendix-C to the Addendum. |
| 5 | | Please provide Area Wise Water Demand and population? | Refer Appendix-A to the Addendum. |
| 6 | | Design year and requirement of construction of Water treatment and STP facilities are not provided. Please specify. | Refer Appendix-A to the Addendum. |
| 7 | | SMC is requested to provide the soft copy of satellite imagery for GIS mapping purpose. | The prospective Bidders shall be required to carry out its own due diligence, before submitting the Proposals. |
| 8 | | Concessionaire will have right to use the electricity generated from STPs, free of cost. Any saving in power requirement for plant running due to this effect will be passed on to the concessionaire, by the client. Please confirm. | Please refer Article 22 (Service Fee) of the draft Concession Agreement. |

| | | | |
|----|--|---|---|
| 9 | Concessionaire agreement Clause 4.1.3 page 17 | <p>It is specified that concessionaire shall prepare DPR of water supply and sewerage within 100 days and submit to the dept for approval. Normally in PPP projects, DPR is prepared by the client/owner and which necessarily become part of concessionaire agreement where all required development works are defined and on the basis of which concessionaire quotes their price. However, in this case it is reversed. Please clarify and if there is any DPR, which should be a part of this agreement so that development works are well defined to make all bidders at par?</p> <p>Further, 100 days time is insufficient for such an exercise where lot of data to be collected along with satellite imagery.</p> | <p>The DPR, as prepared by the SMC, is enclosed as Appendix-A to the Addendum and is only for reference purpose wherein the bidders can get an initial idea of the project and the project facilities to be constructed/ upgraded and thereby, operated and maintained.</p> <p>However, the Concessionaire shall be required to prepare and submit the final DPR for the Project during the Conditions Precedent Period.</p> <p>Here, the Conditions Precedent Period has been increased from 150 days to 230 days, wherein the DPR, to be prepared by the Concessionaire, shall be submitted within 180 days.</p> |
| 10 | Concessionaire agreement Clause 19.3 page 50 | <p>It is specified that authority shall appoint independent engineer and concessionaire shall bear 50% cost of Independent Engineer appointed by authority. However such amount is not defined. If the authority desires audit of works by Independent Engineer, cost should be borne by the authority otherwise amount to be paid and payment schedule to be specified to access the expenditure.</p> | No Change. |
| 11 | Concession Agreement Clause 21.2 page 54 | <p>It is specified that an amount of Rs. 122.86 Crore will be JNNURM grant. However total expenditure absence of such figure, it is not possible to prepare proper financial model?</p> | Refer Appendix-A to the Addendum. |

| | | | |
|----|--|--|---|
| 12 | Concession Agreement Clause 22.4 page 55 | It is specified that energy saved in pumping will be shared equally between concessionaire and authority. How it will be assessed during O&M if there is no such format given in RFP. Further, power guarantees cannot be assessed without specifying detailed scope of work in RFP, please clarify. | No Change |
| 13 | RFP Clause 2.1.1 Page 14 of 83 | It is not clarified whether we have to submit technical proposal and financial proposal or only financial proposal. We request SMC to provide sufficient details of works required to make bidders at par and submit financial proposal accordingly. | <p>The bidders (i.e. the new bidders including those who were not shortlisted during the RFQ stage) shall be required to submit both the Technical and Financial Proposals.</p> <p>However, the bidders, who were pre-qualified during the RFQ process, shall be required to submit only the Financial Proposal, along-with an Affidavit wherein it shall be clearly stated that till date there has been no change in the consortium/ JV and the consortium shall abide by all the terms of the existing RFP document and the Addendum issued subsequently. Failing which, the bidders shall be required to submit the fresh Proposals (i.e. both the Technical and Financial Proposals)</p> |
| 14 | General Query Technical parts of the bids will be opened on 03-05-2012 at 15:30 hours IST in the office of the Municipal Engineer, M.C. Shimla. | We request you to kindly extend the bid submissions date by 90 days | The last date for submission of Proposals has been extended till 17th July 2012. |

| | | | |
|----|--|--|---|
| 15 | <p>General Query</p> <p>The Six Parties, who are short listed in the previous RFQ stage shall submit only their Financial Bids as per the RFP without additional fee for documents by giving an affidavit that their previous consortium stands valid as per their RFQ opened on 04-08-2011 at Shimla.</p> | <p>Authority had initiated a two stage bidding process and six consortiums were pre-qualified in September 2011. Now the Authority is allowing other companies to participate by submitting fresh qualification. This is in contravention to normal tendering practice and hence we strongly oppose this. We request the authority not to allow other companies to participate in this tender at this stage and accept bids only from six consortiums qualified in September 2011.</p> | <p>No Change. The terms and conditions shall remain same as laid down in the RFP document.</p> |
| 16 | <p>General Query</p> <p>Composition of consortium</p> | <p>We request the authority to allow the change in the composition of consortium at RFP Stage, i.e.e, to incorporate a new member in the consortium or to replace the existing partner with a company having equal or more qualification.</p> | <p>If the pre-qualified bidder intends to change the composition of the consortium then the same shall be considered as ineligible for submitting the financial proposal.</p> <p>However, the pre-qualified bidder has the option to submit a fresh bid (consisting of both the Technical and Financial Proposal), wherein the bidder shall have the right to provide us with the fresh composition of the consortium, if required.</p> |
| 17 | <p>Clause 4.1.3 (a)</p> | <p>Is the period of 100 days sufficient?</p> | <p>The Conditions Precedent Period has been increased from 150 days to 230 days, wherein the DPR, to be prepared by the Concessionaire, shall be submitted within 180 days.</p> |
| 18 | <p>Clause 4.2.1</p> | <p>Request to increase the days for fulfillment of CPs from 150 to 180 days</p> | <p>The Conditions Precedent Period has been increased from 150 days to 230 days, wherein the DPR, to be prepared by the Concessionaire, shall be submitted within 180 days.</p> |

| | | | |
|----|--------------|--|--|
| 19 | Clause 4.2.3 | Damages amount should be calculated at 0.1% instead of 0.2%, in line with 4.2.2 | No Change. |
| 20 | Clause 5.1.2 | Pls add the following to clause 5.1.2 "The Authority shall extend full assistance to the concessionaire in obtaining the applicable permits". | Refer Clause 6.1.2(a) of the draft Concession Agreement. |
| 21 | 5.1.4(e) | Request the point to be deleted, as the land acquisition has to be facilitated by the authority. | No Change |
| 22 | 5.2.2 | Pls grant a period of 15 days instead of 7 days to provide a copy of the executed agreements | No Change |
| 23 | 6.2 | Inspection shall be carried out with all the bidders days before bid date or a certificate of inspection will be provided by an Independent consultant | The Project Facilities shall be handed over to the Concessionaire on "As is where is basis". |
| 24 | 9.1.4 | Kindly provide a notice with a cure period of 7 days from the receipt of the notice, to furnish the guarantee before termination | No Change |
| 25 | 11.1 & 11.2 | All incidental costs for utility shifting, legal proceedings etc. under the clause shall be borne by the authority and not the Concessionaire. | No Change |
| 26 | 15.3.2 | Aggregate ceiling to be made 0.1% instead of 0.25% | No Change |
| 27 | 16.1.1 | Check if 90 days are sufficient | No Change |
| 28 | 16.1.2 (f) | Is 80% efficiency possible technically or should we request a revision | No Change |
| 29 | 16.5.2 | 2 hrs seems to be low do we ask for more time cap? | No Change |
| 30 | 21.2.2 | The authority should be liable to meet all conditions beyond the power of the concessionaire for getting the JNNURM grant. The remedy/ compensation available to the concessionaire in event of delayed/ denied JNNURM grant needs to be defined and made available. | No Change |
| 31 | 21.2.4 | Pls provide complete Schedule B | Refer point no. 1 |

| | | | |
|----|--------|---|---|
| 32 | 21.2.5 | Authority should partially compensate the concessionaire for to volume billed but not collected, if the non-collection is due to any governance issues, where action is pending by the authority. | No Change. Shall remain same as laid down in the RFP document and Tariff Notification as enclosed with this Addendum. |
| 33 | 24.1.2 | Schedule O instead of Schedule S | Schedule-S to be read as Schedule-O. |
| 34 | 24.4.1 | All amounts standing credit to the respective sub-accounts cannot be appropriated by the authority, only the amount left in the account after meeting all the necessary obligations as per the escrow water – fall mechanism and not lying in the concessionaire’s sub-account should be appropriated by the authority. | No Change |

| | | | |
|----|------|---|---|
| 35 | 27.9 | <p>Minimum termination payment amount, irrespective of it being triggered by Political (Indirect/on-political) event, should be the debt-due in the books of the Concessionaire, along with the multiple of adjusted equity. It will be difficult to fund the project with the current defined termination payment.</p> | <p>Article 27.9 (Termination Payment for Force Majeure Event) shall now be read as under:</p> <p><i>“27.9 Termination Payment for Force Majeure Event</i></p> <p><i>If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.</i></p> <p><i>If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:</i></p> <p><i>(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and</i></p> <p><i>(b) 110% (one hundred and ten per cent) of the Adjusted Equity.</i></p> <p><i>If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 37.3.2 as if it were an Authority Default.”</i></p> |
|----|------|---|---|

| | | | |
|----|--------|---|---|
| 36 | 27.9.3 | Please correct the clause reference from 37.3.2 to 30.3.2 | In Clause 27.9.3 of the draft Concession Agreement, Clause 37.3.2 to be read as 30.3.2. |
|----|--------|---|---|

37

40

Please define "Adjusted Equity"

Definition of Adjusted Equity is as under:

"Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "**Reference Date**"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;

from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "**Base Adjusted Equity**") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date;

after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.505% (zero point five zero five per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of

| | | | |
|----|----|-----------------------------------|---|
| 38 | 40 | Definition of debt due is missing | <p>Definition of Debt Due is as under:</p> <p>"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <p>(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;</p> <p>(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Government Default; and</p> <p>(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;</p> <p>provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this</p> |
|----|----|-----------------------------------|---|

| | | | |
|----|--|---|--|
| 39 | Schedules | B,C & G are incomplete | Refer point no. 1 for Schedule –B. However, no change w.r.t Schedules C & G. |
| 40 | Schedules | Tariff Notification needs to be provided under N | Schedule-N (Tariff Notification) of the draft Concession Agreement is enclosed as Appendix-B to the Addendum. |
| 41 | Abstract of Cost (Mandatory Works of Sewerage Project) BOQ for Sewerage System | We understand that the BOQ given in this abstract is the complete BOQ for sewerage system in Concessionaire scope applicable for 23 years concession period. Any additional or new item to be provided by Concessionaire shall be reimbursed by SMC. Please confirm. | Refer point no. 1. |
| 42 | BOQ for water system | BOQ for water system is not provided in tender document. Please provide the same for complete we years. | Refer point no. 1. |
| 43 | Abstract of Cost (Mandatory Works of Sewerage Project) BOQ for Sewerage System | In the BOQ, Unit rates for different items are mentioned. Please confirm the details/ rates of different taxes and duties, Over head/margin factor (if any) included in this price, and given to facilities payment. In case there are any changes in taxes and duties it shall be paid extra to the concessionaries. | Refer point no. 1. |
| 44 | Abstract of Cost (Mandatory Works of Sewerage Project), 1. Lalpani, SNO. 2,3 P/Laying | Please elaborate “P/Laying”. Only pipe laying is in bidder’s scope or pipe supply is also in bidder’s scope. The same word “P/Laying” is used in BOQs of other zones also. | Refer point no. 1. |
| 45 | Abstract of Cost (Mandatory Works of Sewerage Project), 1. Lalpani, SNO. 7 Grey water connection. | Please provide the following details of this item. Length of DI pipe, Number of short length DI pipe, Number of Tees, Number of Inspection Chambers. | Refer point no. 1. |

| | | | |
|----|---|---|--------------------|
| 46 | <p>Abstract of Cost (Mandatory Works of Sewerage Project), 1. Lalpani, SNO. 8</p> <p>Supplying & erection of centrifuge type filter press for 19.35 MLD STP complete in all respects.</p> | <p>Please provide the following details:</p> <ol style="list-style-type: none">1. The dewater equipment is centrifuge type or filter press type2) Capacity of each machine (m³/hr)3) Solids rate (kg/hr),4) Inlet sludge consistency5) Operating hours per day6) MOC and specifications of machine. | Refer point no. 1. |
|----|---|---|--------------------|

| | | | |
|----|---|--|--------------------|
| 47 | <p>Abstract of Cost (Mandatory Works of Sewerage Project), 1. Bharari zone, SNO. 7</p> <p>STP Details</p> | <p>To design and do the estimation of STP lot of input details required, however no details available in tender document. The following minimum details are required for STP design.</p> <p>Normal flow (m³/hr) Peak flow (m³/hr) Influent characteristics (PH, BOD, COD, TSS, VSS, TKN, NH₄-N, TDS etc) Treated sewage quality Treatment Scheme Equipment and design specifications Incoming sewer terminal point and invert level Requirement of sewage collection well Treated sewage pipe terminal point and invert level / water level of disposal point Plot plan of STP area Contour map of STP area, NGL, FGL, HFL Soil report Whether sewage pumping station is required before STP Whether pumping station is required for treated sewage. Whether chlorination required for treated sewage, Hypo chlorite or Liquid chlorine in tonners Terminal point for Power availability, Power rating Scope of transformer Standby philosophy for Pumps List of drives to be connected to DG Plant shall manual control type or semi automatic type List of lab equipments Foot print area of staff quarters, number of floors Other specifications if any by client Since these details are the basic design input information which cannot be collected by visiting the site, we request SMC to provide the above details in the form of document, as a part of tender,</p> | Refer point no. 1. |
|----|---|--|--------------------|

| | | | |
|----|---------------------------------|--|--|
| 48 | Schedules | <p>Details of some of the schedules are left blank, please provide those details.</p> <p>Schedule A, Appendix A-I (Land Details), A-II (list of existing machineries), A-I 11 (Inventory of existing facilities)</p> <p>Schedule B, Annexure-I (Mandatory works for Water system), Annexure II</p> <p>Schedule F, Annexure-I (terms and conditions of JNNURM Funding)</p> <p>Schedule N, Tariff notification</p> | <p>Appendix A-1, A-II and A-III of Schedule-A are enclosed as Appendix-D to the Addendum.</p> <p>For Schedule B, refer point no. 1.</p> <p>Schedule-F, Annexure-I i.e the terms and conditions of JNNURM funding to HP State is 80% Govt of India funding support, 10% State government support and 10% ULB support (SMC). However, further details refer JNNURM website.</p> <p>Schedule-N is enclosed as Appendix-B to the Addendum.</p> |
| 49 | Schedule C Specifications | <p>It is mentioned that specifications for water and sewerage system shall be followed as per CPHEEO manual. Since the CPHEEO manual has wide range of specifications, we request the client to mention the specification applicable for different items of this project along with the tender document.</p> | <p>No Change. However, for reference, please refer point no. 1.</p> |
| 50 | Schedule D Licenses and permits | <p>We request SMC to arrange for all required statutory clearances, ROW/ROU, licenses and permits required during the entire concession period.</p> | <p>No Change.</p> |

| | | | |
|----|--------------------------------|--|--|
| 51 | Schedule J O&M requirements | <p>Please confirm who will provide the following items during O&M period.</p> <p>Chemicals for existing plants Power charges for existing plants Spares/consumables for Existing Pumping stations, STPs, Water system, sewerage system Existing civil structures/reservoirs to be demolished or repaired or reconstructed during O&M period Chemicals for new plants Power charges for new plants Spares/consumables for new Pumping stations, STPs, Water system, sewerage system In case of concessionaire is required to provide chemicals / spares / consumables / civil repair works for existing plants, the BOQ for all these items are required with prices for 23 years period. Request SMC to provide the same.</p> | <p>It shall be the obligation of the Concessionaire except the power charges for existing and proposed plants the cost of which shall be borne by the Authority.</p> <p>The Concessionaire shall be required to prepare all such details. No information shall be provided by the Authority.</p> |
| 52 | Schedule J O&M requirements | <p>Since the prices/quantity/availability of spares of existing water system/Pumping stations, existing sewerage system/STPs are not clear, we request the client to provide the BOQ with prices for the spares required for complete existing water and sewerage system applicable in bidder's scope for the concession period.</p> | <p>The Concessionaire shall be required to prepare all such details. No information shall be provided by the Authority.</p> |
| 53 | Pipe Specifications | <p>Please provide us the specifications for DI pipes and other items.</p> | <p>Refer Point No. 1.</p> |

| | | | |
|----|--|---|--|
| 54 | STP sludge | Please confirm the location of disposal of STP sludge for STPs in different zones. | The treated effluent from the outlets of the STPs shall be as per the standards fixed by the Himachal Pradesh State Pollution Control Board (HPPCB) which are as under: Solid Dissolved (less than 2100 mg/l) Suspended Solid (less than 100 mg/l) BOD (less than 30 mg/l) COD (less than 250 mg/l) Oil and Grease (less than 10 mg/l) Ph (5.5-9.0mg/l) The effluent as per the above standards shall be discharged in the adjoining nullahs. |
| 55 | Schedule J Annexure II Continuity of water supply for 24 x 7 | We understand that it is the responsibility of SMC to identify and extract water resources, and provide water required for 24 x 7 continuity requirements at the terminal point of bidder and it is not the responsibility of bidder to find out any new water resource, make new raw water collection system during the concession period. Please confirm. | The provision of continuity of water supply for 24*7 from the existing resource of water is of the Concessionaire. However, the Concessionaire shall not be asked to make new water resource for meeting the same. |
| 56 | Details for Sewerage and water pipe laying | Please provide the following information for Water and Sewerage pipe network. Pipe network layout in Autocad format with contour levels, levels of Tanks, pipe dia, crossing details, city map, existing/new pipe marking L Section of large dia pipes Method of laying pipes, depth etc. | Refer point no. 1. |
| 57 | Volume I, Appendix V Price proposal | We understand that Only Appendix V is to be submitted as price bid. We are not able to find out any other price schedule format in the tender document. | Appendix-V is the format for Financial Proposal. |

| | | | |
|----|---|--|---|
| 58 | Volume I, Appendix V Price proposal | The price format is given as Rs as volumetric rate. Please confirm whether the price to be quoted as Rs per cum or Rs per Liter. Also since the meter/connection charges for water and sewage will be different, we request you keep separate price schedule for sewerage system and Water supply system. i.e Rs per cum of water supply and Rs Per cum of sewage collected and treated. | No Change. However, the Volumetric Rate shall be quoted as Rs ____ per kilo litre. |
| 59 | Volume I, Appendix V Price proposal | Please confirm the total capacity of water system (in MLD) and sewerage system (in MLD) to be considered for estimation of Rs per cum. | The Volumetric Rate shall be quoted as Rs ____ per kilo litre. |
| 60 | Abstract of Cost (Mandatory Works of Sewerage Project) BOQ | Please provide us the MS Excel format of the BOQ of sewerage system and water system. | Refer Point No. 1. |
| 61 | Staff quarters | In case of existing STPs, WTPs and pumping stations to be operated and maintained by concessionaire, we understand that the all staff all staff quarters inside these premises will be vacated by department staff and provided to staffs of concessionaire for staying purpose. Please confirm. | The existing staff quarters at the pumping stations and STPs shall be given for the use of Concessionaire w.r.t its staff, only for the Concession Period. However, the Concessionaire shall be required to pay monthly rent as admissible from time to time. |
| 62 | Free issue materials | Please mention the list of free issue materials (if any) from SMC during concession period. | No, free issue material shall be provided by the Authority. |
| 63 | Vendor | Please confirm whether the concessionaire needs to purchase any item (like cement, steel, pipe etc) mandatorily from SMC store or SMC appointed vendor. If applicable, please provide us the list of items, sale price and vendor name. | No. The Concessionaire shall to purchase the required items from any vendor, as per the specifications approved by the Authority. . |

| | | | |
|----|--------------------------------|---|---|
| 64 | Vendor | Please provide us the approved vendor list of pipes, valves and different electromechanical items applicable for this project. | The Concessionaire shall carry out its own due diligence. |
| 65 | Approach roads and access ways | Since there are no proper approach roads for different site locations, we request SMC to arrange the approach road for all applicable site locations. | No such commitment can be given by the Authority. The Bidders need to make its own arrangements or use the existing services. |
| 66 | Metering charges | Please provide us the year wise water metering charges applicable for domestic units and commercial applications. | Please refer Appendix-B to the Addendum. |
| 67 | Sewage connection charges | Please provide us the year wise sewerage connection charges applicable for domestic units and commercial applications. Also please provide us the year wise metering charges for treated sewage at STP. | Please refer Appendix-B to the Addendum. |
| 68 | Construction water | Please confirm whether SMC shall arrange construction power at one point near site location at free of cost. In case of concessionaire to arrange construction power, request you to mention the distance and point of availability of construction power, unit rate. | The Bidder shall be required to do its own due diligence for the arrangement of power during construction. The Authority shall only pay the power charges only during the O&M Period. |
| 69 | Construction water | Please confirm whether SMC shall arrange construction water at one point near site location. | The Bidder shall be required to do its own due diligence. |
| 70 | Volume 2, Page 40, 46 LD | Please confirm the maximum ceiling for LD for construction and O&M | No Change. |
| 71 | Schedule F Payment terms | There is some typographical error in clause 3.2 and 4.2 in mile stone payment term. Please correct it and resend. | Schedule-F of the draft Concession Agreement is enclosed as Appendix-E to the Addendum. |

| | | | |
|----|--|---|---|
| 72 | Statutory variation | We understand that any statutory variation in taxes and duties during construction period and in O&M period shall be in the account of SMC and reimbursed at actual to concessionaire. | The Concessionaire shall be required to pay, at its own cost, all applicable existing and future taxes/ charges/ fees/ levies including service tax, TCS, TDS, stamp duty, registration charges and any other charges payable/ leviable in respect of the said Project. |
| 73 | Vol 2, Page 15 Sewerage Pipe scope | Please provide the BOQ and other details for the following. Rejuvenation of Sewerage network Rehabilitation of missing lines Rehabilitation of worn out sewerage system Upgradation/ rehabilitation of existing sewerage pumping system and STPs | Refer point no. 1. |
| 74 | Vol 2, Page 15 Hydro electricity | Please clarify how to generate hydro electricity from treated effluents of STP. | It shall be the responsibility of the Concessionaire to generate hydro electricity from treated effluents of STP, if found viable and economical. |
| 75 | Vol 2, Page 15 Measure and meter treated water at STP | Please confirm whether this clause refers to metering of service water input to STP or metering treated sewage at STP outlet. In case of metering of treated sewage at STP outlet, please formula for billing the same. Also in case sufficient quantity of raw sewage does not reach STP due to reasons not under the control of concessionaire, how the treated sewage metering charges shall be adjusted. | It shall be the obligation of the Concessionaire to treat 80% of the billed and collected water at the STPs. The measurement thereof shall be taken at the inlet of the STP. |

| | | | |
|----|---|--|---|
| 76 | Vol 2, Page 43 Undertaking repairs and maintenance of the Project Facilities ' | As per definition of "project facilities" it includes new facilities and existing facilities also. But the tender has No details about existing facilities. Request you to provide the BOQ for scope of works related to repair and maintenance of existing facilities. | Refer point no. 48 |
| 77 | Vol 2, Page 43 Treated water is supplied in the entire Service Area | Please provide the map for service area (for water and sewerage) with clear marking of boundaries for concessionaire. | Refer point no. 1 and 48 |
| 78 | Vol 2, Page 43 Providing the capacity banks at each pumping stations | Please provide the details of existing pumping stations, load list, Voltage rating, layout etc. | Refer point no 48 |
| 79 | Vol 2, Page 43 Accumulating and storing of rainwater for reuse | Please provide the detailed scope and BOQ to provide rain water storage system. | The Bidders shall be required to carry out its own due diligence. |
| 80 | Vol 2, Page 43 proving the water transmission system | Please provide the detailed scope and BOQ to provide for improving the water transmission system. | Refer point no 1. |
| 81 | Vol 2, Page 43 No request w.r.t the escalation/ deviation in the rates on higher side shall be permissible by the Authority. | We request you to provide the design and calculation details to arrive the non escalating price for mandatory items. This will help the bidder to cross check the prices and arrive the correct price in case of mis-match between bidder's estimation and tender price. | Refer point no 1. |
| 82 | Abstract of Cost (Mandatory Works of Sewerage Project) Per MLD cost of STP | We like to bring to your notice that the price of STP shall not proportionately vary with respect to variation in MLD capacity. So request to keep the lump sum price for each STP instead of per MLD price. | Refer point no 1. |

| | | | |
|----|--|--|-----------|
| 83 | Vol 2, Page 54 Excess energy cost by concessionaire | <p>In the referred clause it is mentioned that "the excess expenditure on energy cost shall be borne by solely by the concessionaire."</p> <p>We like to bring to your notice that since the efficiency of existing pumping systems are already fixed and bidder has no role in making large variations in improving the efficiency of existing pumping systems. Also the many of the existing pumping systems are having very old model pumps and panels and concessionaire cannot have control over these systems. So we request you to remove this clause from service fee calculation.</p> | No Change |
| 84 | Vol 2, Page 54 Concessionaire shall not be compensated if volume of water billed and collected is less. | <p>Please elaborate this clause, since there may be many reasons like non availability of raw water, seasonal impacts and lesser consumption by people during winter seasons, which may lead to lesser water billing.</p> <p>In case there is lesser water billing due to reasons not in the scope/control of concessionaire, then the concessionaire should be appropriately compensated. Please clarify.</p> | No Change |

| | | | |
|----|---|---|---|
| 85 | Vol 2, Page 55, 56 Service fee | <p>Electricity charges for existing facilities are mentioned as a variable parameter in the service fee estimation formula.</p> <p>Since efficiency of existing pumping systems are already fixed and bidder has no role in making large variations in improving the efficiency of existing pumping systems, we request you to remove this clause from service fee calculation.</p> <p>Also please provide the details of existing power consumption details, bench mark for maintaining the power consumption in future.</p> | No Change |
| 86 | Abstract of Cost (Mandatory Works of Sewerage Project) BOQ for pipes | Please provide us the complete BOQ of existing pipes, all electro mechanical items of water and sewerage system to be covered in O&M scope. | Refer point no 1. |
| 87 | O&M | <p>Please confirm whether concessionaire has to maintain the treated sewage quality for existing STP plants also during O&M.</p> <p>Since the existing STP plants are designed and constructed by others, whatever the treated sewage quality achieved during the time of handing over from SMC shall be maintained by concessionaire. Please confirm.</p> | <p>The treated effluent from the outlets of the STPs shall be as per the standards fixed by the Himachal Pradesh State Pollution Control Board (HPPCB) which are as under:</p> <p>Solid Dissolved (less than 2100 mg/l) Suspended Solid (less than 100 mg/l) BOD (less than 30 mg/l) COD (less than 250 mg/l) Oil and Grease (less than 10 mg/l) Ph (5.5-9.0mg/l)</p> |
| 88 | Revenue | Please clarify the mode of revenue for sewerage system and STPs. | The Service Fee, on account of maintenance of Sewerage System shall include in the Service Fee for volume of water billed and collected by the Concessionaire. |

| | | | |
|----|---------------------------------|--|---|
| 89 | Schedule F, Mile stone payment. | Please provide us the brief scope of works to be covered in each mile stone. | Refer Appendix-E to the Addendum. |
| 90 | Revenue collection model | Please provide the revenue collection model for water and sewerage system. | The Bidder has to do its own due diligence. |
| 91 | Water billing | In case of consumers not paying the water bills, please confirm who will be liable for this and what is the role of department for the same. | As per the Connection and Disconnection Policy, enclosed as Appendix-F of the Addendum. |
| 92 | NRW | Please confirm the present NRW % and NRW% to be maintained. | The NRW to be maintained by the Concessionaire shall be 15% from the source to the distribution point. |
| 93 | LD | Please clarify the LD for non maintaining of NRW if any. | Refer Clause 12.3.2 of the draft Concession Agreement |
| 94 | Sewerage | Please clarify is there any penalty applicable on concessionaire in case there is any sewerage block and leakage. | Yes. The Concessionaire shall be held responsible if there is any sewerage block and leakage. For liquidated damages, refer Clause 12.3.2 of the draft Concession Agreement |
| 95 | Water meter | Please confirm whether concessionaire has to supply water meters also. Please provide the BOQ, type, specifications of water meters | Yes, the Concessionaire shall be required to provide water meters. Refer point no. 1. |
| 96 | Water metering | We request to keep the water metering point at one bulk meter in main header line instead of consumer points to estimate the service fee for the Concessionaire. | No Change. |
| 97 | Revenue | Please confirm whether concessionaire has to collect revenue from door to door or department will collect the same. | It shall be the responsibility of the Concessionaire to collect the revenues from the end users. |
| 98 | Customer service centre | Please confirm whether concessionaire has to establish any customer care centre for water /sewerage systems. | Yes. |

| | | | |
|-----|--|--|---|
| 99 | Schedule K Coverage of Water Supply | The performance bench mark is given as coverage of water' supply of 100% for up to year 2015. Please clarify the meaning of 100%, in terms of number of water connections, capacity of water supply system, BOQ to be included etc. | Schedule-J of the draft Concession Agreement is enclosed as Appendix-G to the Addendum. |
| 100 | Schedule K Coverage of sewerage services | The performance bench mark is given as coverage of sewerage services of 100% for up to year 2015. Please clarify the meaning of 100%, in terms of number of sewerage connections, capacity of system, BOQ to be included etc. | Refer point no. 99 |
| 101 | Schedule K Extent of Metering of Water Connections | The performance bench mark is given as Extent of Metering of Water Connections of 100% for up to year 2015. Please clarify the meaning of 100%, in terms of number of meter connections, capacity of system, BOQ to be included etc. | Refer point no. 99 |
| 102 | Schedule K Extent of non revenue | The performance bench mark is given as Extent of Non revenue:reefed3fit% total lifted water. Please clarify | Refer point no. 99 |
| 103 | Schedule K Quality of Water | Please clarify the quality of water to be maintained. Also please clarify the existing raw water quality and quality after WTP. | Refer point no. 99 |
| 104 | Schedule K Performance bench mark | The performance bench mark is given for the period up to 2015. Since the concession period is for 23 years, request you to provide the performance bench mark required throughout the period and the BOQ required for the same. | Refer point no. 99 |

| | | | |
|-----|---|--|--|
| 105 | Scope of the Project/ page no. 15/ clause 2.1 (g), 2.1 (i) SCADA System | Kindly confirm new SCADA system has to be established or upgrade the existing SCADA. If yes, clear the scope SCADA with respect to monitoring of data, screen size etc. Also confirm if there any communication is required with third party or any other remote location system/ existing system. | The Concessionaire shall be required to establish a new SCADA system. However, for details refer point no. 1. |
| 106 | Scope of the Project/ page no. 15/Clause 2.1 (9), 2.1(g) SCADA System | Kindly clear what up-gradation is required with respect to controlling, Instrumentation, monitoring & safety of the existing system. Kindly clarify scope in detail. | Refer point no. 1 |
| 107 | Scope of the Project/ page no. 15/ Clause 2.1 Up-gradation/ rehabilitation of existing sewerage pumping system and STPs | Kindly clear the scope of fire fighting system with specs. | Refer point no. 1 |
| 108 | Scope of the Project/ page no. 15/ Clause 2.1 (9), 2.1 (i) Fire Fighting system | Kindly confirm whether any field instrument & Control system/RTU is in bidder scope however SCADA system has been included in scope. If yes kindly provide the specification | Refer point no. 1. |
| 109 | Due Date of Submission | It is requested to extend the due date of submission of the RFP by a minimum period of 45 Days from the date of receipt of the replies to Pre Bid queries and all details. | The last date for submission of proposals has been extended till 17 th July 2012. |
| 110 | P 29.Cl.2.19.1 (g) It contains certificates from its statutory auditor's in the formats specified at Appendix-I of the RFP for each Eligible Project | Statutory auditor/chartered accountant may be considered as per RFQ | No Change |

| | | | |
|-----|--|---|--------------------|
| 111 | <p>In RFP. No. MGS/COMM/JNNURM/WS/2011-1043 dated:- 31/4-2012</p> <p>It is mentioned that that the Concession Period is 23 Years including construction Period of 3 years In RFQ It was clarified that O&M Period will not include Defects liability period of 1 Year.</p> | <p>So actual construction Period will be 2 Years and the O&M will commence from the end of defects Liability period i.e. is the end of 3rd Year. Construction Period of 2 Years will not be sufficient.</p> | No Change. |
| 112 | <p>In RFP. No. MCVCOMM/JNNURM/WS/2011-1043 dated:- 31-03-2012</p> | <p>The Six Parties, who are short listed in the previous RFQ stage shall submit only their Financial Bids as per the RFP without additional fee for documents by giving an affidavit that their previous consortium stands valid as per their RFQ opened on 04-08-2011 at Shimla.</p> | Yes. |
| 113 | Schedule | | |
| 114 | <p>a</p> <p>1.2 Land The Details of existing Water Supply and Sewerage System at Shimla are at Appendix A-I.</p> | <p>Not furnished in Bid Document-To be obtained during Pre Bid Meeting.</p> | Refer point no. 48 |
| 115 | <p>b 1.2 Machineries</p> <p>An Inventory of the existing machineries is at Appendix A - II.</p> | <p>Not furnished in Bid Document. To be obtained during Pre Bid Meeting</p> | Refer point no. 48 |
| 116 | <p>c 2.1 facilities</p> <p>2.1 An inventory of the existing facilities including Water Testing Laboratory at Dhalli and at different STP is at Appendix A-III.</p> | <p>Not furnished In Bid Document. To be obtained during Pre Bid Meeting.</p> | Refer point no. 48 |
| 117 | <p>d</p> <p>Appendix A-I</p> <p>Site for the Water Supply and Sewerage System</p> | <p>Not furnished in Bid Document. To be obtained during Pre Bid Meeting.</p> | Refer point no. 48 |

| | | | |
|-----|--|--|--------------------|
| 118 | e Appendix A-II List of existing machineries | Not furnished in Bid Document. To be obtained during Pre Bid Meeting. | Refer point no. 48 |
| 119 | Appendix A- III Inventory of existing Facilities | Not furnished in Bid Document. To be obtained during Pre Bid Meeting. | Refer point no. 48 |
| 120 | Estimate for Sewer System | Estimate for Sewer System does not include the following. Perhaps this is accounted for in the rounded off cost(113;40-95.61=17.79Cr) | Refer point no. 1. |
| 121 | Item 3 Shoring & Strutting with sheet piles/Planks for various depths, and removal of the same after the pipes are laid. Other items that are not found in the Estimate. 1. Sand filling below pipes. 2. Bed concrete 3. Drop manholes 4. Spare pipes? 5. Rider sewers 6. Lift Stations and Kiosk 7. intermediate pumping Stations 8. SCADA SYSTEM 9. Sewer Cleaning Equipments 10. DG Room &DG set & Accessories. 11. Approach road 12. Community latrines. 13. Compound Wall & fencing | | Refer point no. 1. |
| 122 | Dl Pipes with Cement Mortar Lining | Sulphate Resistant cement is to be specified to act against corrosion | Refer point no. 1. |

| | | | |
|-----|---|--|--------------------|
| 123 | Use of Sulphate Resistant cement | Plastering for Manholes & RCC Wall for Manhole are also to be with sulphate Resistant cement | Refer point no. 1. |
| 124 | Material of Sewer | It is not known why only DI Pipes are proposed for Sewers. Other materials such as Stoneware pipes and RCC Pipes can also be used. | Refer point no. 1. |
| 125 | Preliminary Design of Sewer system if available can be furnished. | | Refer point no. 1. |

| | | |
|-----|--|--------------------|
| 126 | <p>Abstract of Cost (Mandatory Works for sewerage project) for Sewer System provided in Schedule</p> <p>Total cost has been rounded off. What is the basis? Perhaps it covers the missing items In the estimate.</p> <ol style="list-style-type: none"> 1. Lalpani- Rs.37.15Cr rounded off to Rs.44.23Cr 2. Summer hiil-2.37 rounded to 2.89 3. North disposal – 11.08 rounded to 13.50 4. Bharat Zone (Cost includes 0.2 Mid Capacity STP with FAB Technology Lab Staff Qtrs & Electric Connection to STP – 3.50 rounded to 4.18 5. Dahli-0.65 rounded to 0.80 6. Fair Lawn (Cost includes 0.2 Mid Capacity STP with FAB Technology, Lab, Staff Qtrs & Electric Connection to STP – 3.50 rounded to 4.18 7. Sanjolli-Malyana Soth Zone-7.86 rounded to 9.44. 8. Mehli-6.92 rounded to 8.34. Cost includes 0.2 Mid Capacity STP with FAB Technology, Lab Staf, Qtrs & Electric Connection to STP | Refer point no. 1. |
|-----|--|--------------------|

| | | | |
|-----|--|---|---|
| 127 | Earth Work cost as per estimate in Bid Doc The rate includes for Excavation In all soils including rock, Cutting the Existing roads, Refilling, Disposal of .Surplus earth, and for all lead and Lifts. | | Refer point no. 1. |
| 128 | Schedule –F PROJECT COMPLETION SCHEDULE Note:{2) The Authority shall retain 20% of the percentage of Grant (due during each Project Milestone) which in turn shall be released after 2 (two) years bf the completion of Construction Period and if the performance parameters have been sustained to the satisfaction of the Authority | The retention % of 20 Is on the high side and can be reduced to 5%. | Refer Appendix-E to the Addendum. |
| 129 | (4) Annex-I: Schedule F True Copy of documents containing terms and conditions of JNNURM funding | Not furnished in Bid Doc. To be obtained. | Refer point no. 48 |
| 130 | Schedule –H Tests | Who will bear the Cost of testing and other connected expenses? | The Concessionaire shall bear the cost of testing and other connected expenses. |
| 131 | Schedule –J Annex-II – Performance benchmarks | Performance bench marks for water supply and Sewerage System have been furnished which relates to Construction Period of 3 Years. This is in terms of Coverage. But what are Bench marks during O&M Period In terms of No of New Connections and additional maind that are to be laid? | Refer Appendix-G of the Addendum. |

| | | | |
|-----|--|--|---------------------------------------|
| 132 | AnnexII-Item.3. There are 25 Wards in SMC which are to be covered proportionately under 24x7 Water supply up to 2015. | 24x7 System is proposed for all the 25 wards. This will involve providing DMA Bulk Flow Meters, Pressure transmitters SCADA System, Computers and other connected accessories. Bulk Flow meters at Inlet and Outlet of ESRS.AMR Meters, Use of Handheld Pclions for taking reading of Domestic Meters, introduction of Computerised Billing & Collection System. setting up of Cell for complaint Redressal Mechanism. Setting Up of Test Bench for meters etc.. | Refer Appendix-G of the Addendum. |
| 133 | Item.6 Efficiency in Redressal of Complaints within 24 Hrs. | The time limit depends on Nature of Complaint. Not all the complaints can be redressed within 24 hrs. | No Change |
| 134 | Item. 7 Quality of Water 100% w.e.f Appointed Date | 100% on Quality of water from appointed date is not possible since the quality is related to reduction in leakage. | Refer Appendix-G of the Addendum. |
| 135 | Schedule J Annexure -II Performance Benchmarks The Concessionaire shall meet the performance benchmarks specified in this Annex I of Schedule - K within the time limit set forth herein | Schedule K is Monthly Fee statement and not Performance bench marks | Schedule- K to be read as Schedule-J. |

| | | | |
|-----|---|--|--|
| 136 | <p>Schedule -I Selection of Independent Engineer</p> <p>It is mentioned that a maximum of 2% of Project cost will be towards payment of Fee for Independent Engineer and out of this 1% will be recovered from Concessionaire. What is mode of recovery from Concessionaire and when it will be recovered.?</p> | | <p>The Independent Engineer shall be appointed by the Authority during the Conditions Precedent Period.</p> <p>The half of the payment of the Independent Engineer need to be borne by the Concessionaire. The recovery of the payment from the Concessionaire shall be done during the Construction Period.</p> |
| 137 | In the absence of IE due to illness or other causes, who will act on his behalf? | | An Engineer shall be authorised by SMC for carrying out the works of the IE. |
| 138 | Schedule - N Tariff Notification | | Refer Appendix-B to the Addendum |
| 139 | Schedule - O Escrow Agreement | Not furnished in Bid doc. To be furnished by SMC | Refer Schedule-O of the draft Concession Agreement (Escrow Account) |
| 140 | Schedule - B | | Refer point no. 1 |
| 141 | Development of the Water Supply and Sewerage System Annex - I | | Refer point no. 1 |
| 142 | Description of mandatory works for Water Supply System | To be furnished by SMC | Refer point no. 1 |
| 143 | Annex -II (Schedule -B) Description of mandatory works for Sewerage System | To be furnished by SMC | Refer point no. 1 |
| 144 | Rate to be quoted Unit for rate has not been mentioned | To be specified by SMC | The Volumetric Rate shall be quoted as Rs ____ per kilo litre. |

| | | | |
|-----|--|-----------------|---|
| 145 | <p>Complaint Redressal System</p> <p>Whether space for this will be provided by SMC or a new Building has to be constructed? If new one is to be constructed, SMC to provide land free of cost.</p> | SMC to specify. | The Concessionaire, at its own cost, shall be required to either construct its own building for complaint redressal system or take space on lease for the same or take the existing complaint rooms, if available from Authority. |
| 146 | <p>Bylaw for Water Supply and Sewerage connections</p> <p>Copy to be furnished by SMC. Whether change in bylaw during the concession period will be</p> | | Refer Article 15 of the draft Concession Agreement. |
| 147 | <p>Testing of Water and Sewage samples</p> <p>Lab facility, whether existing one will be handed over to concessionaire or a new one is to be constructed?</p> | | The existing labs shall be handed over to the Concessionaire. |
| 148 | <p>FAB (Fluidised Aerobic Bio Filter) technology for treating sewage</p> <p>FAB Technology is specified in BID Doc. Can alternate Technology be adopted by Concessionaire? The Concession period is long, FAB technology being of recent origin requiring supply of specialized inputs & Materials for treatment from specified Firms, we cannot assure its operation for entire concession period</p> | SMC to specify | Refer point no. 1, for reference purpose. However, if the Concessionaire proposes between FAB technology then the same need to be approved by the Authority. |

| | | | |
|-----|--|--|---|
| 149 | Existing SMC O&M Employees Whether the SMC Employees are to be taken for O&M operation? If so on what conditions? | SMC to specify | Refer Clause 3.1.2(f) of the draft Concession Agreement. |
| 150 | Electrical Energy can be produced from Sludge Installation cost of this will be high. Whether incentive will be given for adopting the non conventional energy source? Whether any excess energy can be sold to State Power Grid? | SMC to specify | The Concessionaire shall, at its own cost, shall have the right to produce electrical energy from sludge. It shall be incentivized through the Service Fee. |
| | | | |
| 151 | As per Page No.12 of 83, clause 1.2.2. | The bid security in figure mentioned as Rs.2,00,00,000 crore, this is to be corrected to two crore. | The Bid Security is Rs 2.5 Crore. |
| 152 | | Please clarify the Indian company meeting the financial criteria fully can become a lead partner with 51 % stake and other partner combinely meet the complete technical criteria with minimum required stake. | Yes. |
| 153 | | Please provide us division wise systems of water & Waste water, capital goods and their performance & positions. | Refer point no. 1 |
| 154 | | It is requested to kindly extend the date of submission at least one month. | The last date for submission of proposals has been extended till 17 th July 2012. |
| | | | |

| | | | |
|-----|---|---|-----------|
| 155 | <p>ITB Volume-I 1 1.1.1 to 1.1.7 P-5 of 183 to 11 of 83 Water Supply and Sewerage System</p> | <p>For rehabilitation and up gradation of the Water Supply System from the P- 5 of 183 ' and Sewerage Current 42 MLD to 70 MLD incorporating strengthening of the existing to system, piping network and installation of additional storage tank etc., it 11 of 83 would be essential to provide the design and drawing of the existing facilities for assessment of the scope of work and subsequent preparation of the detail project report.</p> <p>Similarly for the Sewerage System for augmenting the capacity to 49.41 MLD from the existing capacity of 35.63 MLD and corresponding improvement in the sewerage network for appropriate collection of DWF to the Treatment Plant, we would be requesting you to provide the existing drawing of the sewerage network and the treatment plant for assessment of , the scope of work and subsequent preparation of the detail project report.</p> | No Change |
|-----|---|---|-----------|

| | | | |
|-----|---|--|---|
| 156 | <p>2.2.2 P-16 of 83 to 17 of 83</p> <p>Eligibility</p> | <p>We would request you to consider experience of Developing Water P-16 of 83 I Supply Project, irrespective of the capacity of the Treatment Plant, having a to total project cost of Rs.50 crores instead of Rs.100 crores proposed in the 17 of 83 tender. The capacity of 50 MLD proposed by you may not be of appropriate I consideration in view of the installed capacities of the treatment plant are in the range of 5 MLD and one having capacity of 24.06 MLD and hence the request.</p> <p>Acceptance of experience in operation and maintenance of waste water Project, irrespective of the combined capacity of the plant of the order of 25 MLD and duration of one year.</p> <p>Acceptance of experience in development of one Sewerage System Plant of 14 MLD capacity in the last 10 years in place of 15 MLD proposed by you.</p> <p>Request for accepting experience in achieving the financial closer with a project cost at least Rs.100 crores not restricted to water supply / Waste Water Projects.</p> | No Change |
| 157 | <p>Concession Agreement Volume-II</p> <p>Article 2.1 Page No. 14-15, Scope of the Project</p> | <p>The bidder's scope of work both for the renovation and up gradation of Project water supply and sewerage system has been specified. Please confirm the modality of funding of Water Supply Project compared to funding of the Sewerage Project under JNNURM as stated in RFP.</p> <p>Generation of Hydro Electricity from treated effluent of STP appears to be misnomer. Even cogeneration of power from STP digester gas did not meet with success previously for Ganga Action Plan projects. This may be clarified.</p> | <p>There is no such provision for separate grant for sewerage and water supply in the RFP document.</p> <p>The Concessionaire shall have the option to generate Hydro Electricity from treated effluent of STP, if viable and economical.</p> |

| | | | |
|-----|---|---|---|
| 158 | Article 3 Page No. 16 Grant of Concession | The Agreement provides to construct, operate and maintain the project (the Concession) for a period of 23 years as per scope of work described in Article 2. It is requested to confirm that the scope of work will be conclusive based on the DPR of Water Supply and Sewerage System to be prepared by the Concessionaire and duly approved by the Authority. It is further requested to confirm that the formality related to Land Acquisition, ' Forest/Environmental Clearance and associated Cost involvement will be borne by the Authority in addition to grant to be made available to concessionaire. | The Concessionaire shall be required to construct, operate and maintain the Project, as per the DPR approved by the Authority during the Conditions Precedent Period. However, cost relating to land acquisition and forest/ environment clearances etc shall be borne by the Authority. |
| 159 | Article 4.2.3 Page No.- 19 Damages for Delay by the Concessionaire | It is stipulated that the concessionaire shall have to pay to the Government damages on account of delay to a maximum of 20% of the Construction Performance Security for any lapses by the concessionaire towards fulfillment of any or all of the Conditions beyond 150 days from the date of the agreement in the event, Government has fulfilled its condition. Please clarify that in the event, Government fails to fulfill the condition of payment of grant within the stipulated period, what will be the obligation of the Government to the Concessionaire. | Refer Article 21 (Grant) of the draft Concession Agreement. |

| | | | |
|-----|--|---|---|
| 160 | Article 9.1 . P-age No. 29 Performance Security | It is stipulated that the performance security shall be 10 crores and O&M's performance security shall be Rs.3 crores in the form of Bank Guarantee which is to be increased @10% after every 3 years. Please confirm the total period and whether any ceiling of amount is applicable. | The Construction Performance Security of Rs 10 Crore shall only be for the Construction Period. The O&M Performance Security of Rs 3 Crore, with an increase at the rate of 10% after every three years, shall remain with the Authority for the entire O&M Period (i.e. after completion of Construction Period and till the Concession Agreement is valid). There is no upper ceiling of the O&M Performance Security. |
| 161 | Article 14.1, Page No. 39 Completion Certificate | It is presumed that the Construction Performance Guarantee will be released upon completion of the construction activities of the Water Supply & Sewerage System in conformity with the DPRs. | Yes. |
| 162 | Article 18.5 , Page No.- 49 Monthly Fees Statement | A number of schedules have been mentioned in the RFQ document including Schedule-K, which are not appearing in the document and the same may be provided. Please confirm that the monthly fees will be in addition to the grant covered under Article 21, P-54. | Refer point no. 1 and 48. Yes, the Service Fee is in addition to the Grant being provided to the Concessionaire. |
| 163 | Article 21.2.2, Page No.54 Grant Disbursement | It is stated that the grant shall be made available subject to its disbursement by Govt, of India to Govt, of Himachal Pradesh. In the event of delay please confirm if any, additional concession will be made available to concessionaire. | Refer Article 21.2.3 of the draft Concession Agreement. |
| 164 | Article 21.2.4, Page No.54 Grant Disbursement | It is requested to provide Schedule-B, specified for mandatory works as approved by JNNURM | Refer point no. 1. |

| | | | |
|-----|---|--|---|
| 165 | Article 21.2.5. Page No.54 Grant Disbursement | Please confirm that the implication of volume of Water Billed and collected by the concessionaire in relation to the grant under Clause 21.1 sanctioned by Govt, of India. | Grant and Service Fee shall be calculated separately. |
| 166 | Article 22.1. Page No.55 Service Fee | Please confirm that the monthly service fee is in addition to the grant stipulated under Clause 21.1. | Yes, the Service Fee is in addition to the Grant. |
| 167 | . Article 23.1, Page No. 57 Collection and appropriation of Tariff | Please provide Schedule 'N' and request to clarify how the Concessionaire shall have the sole and exclusive right to demand and collect tariff from the user. We believe that the authority shall have the sole right to fix the tariff while the responsibility of the collection of tariff may rest with the concessionaire. | Refer Appendix-B to the Addendum. Through this Concession Agreement, the Concessionaire shall be given the right to demand and collect tariff from the Users. |
| 168 | Article 2.1.4. Page-27 of S3 of ITB Bid due date. | It is requested that the submission of Bid to be extended for a minimum period 90 days from the date of receipt of clarification of Pre-Bid meeting. | The last date for submission of Proposals has been extended till 17 th July 2012. |
| 169 | Quantity and Quality of raw water | | During shortage of raw water, full available quantity of raw water shall have to be treated. In case of highly turbid water, raw water at permissible turbidity shall be treated. In such cases service shall only be paid against actual water billed and collected. |
| 170 | Status of the already given water connections outside the service area given by the MC Shimla i.e. in Kufri, Mashobra, Baldayan etc | | Existing water connections already provided by the MC Shimla outside the service area shall continue to be part of the Project. |
| 171 | Intentionally left Blank | | |

| | | | |
|-----|---|--|--|
| 172 | <p>Vol 2; 3.1.2 (d)/ 16</p> <p>Prepare and issue Water Bills to the Users, collect Tariff, connection and reconnection charges including interest thereon, if any, on behalf of the Authority and deposit the same in the Escrow Account, for the Services effective from the appointed date till Expiry or Termination Date as the case may be. However, it is being clarified here that the security charges deposit, as provided by the Users w.r.t. the new connections, shall be directly given to the Authority with the detailed information of the Users.</p> | <p>Pl provides the connection and disconnection procedure and the details of deposits.</p> | <p>Refer Appendix-F to the Addendum.</p> |
| 173 | <p>Vol2; 4.1.2 (c) /17</p> <p>Give comments/ observations (if any) to the detailed project report (DPR) of the Water Supply and Sewerage System submitted by the Concessionaire under clause 4.1.3 (a), within a time period of 20 (twenty) days from the date of its receipt. Failure to do so will be considered deemed approval of the DPR by the Authority.</p> | <p>Pl consider the stages of report submission as two, Design basis stage Final Report stage</p> | <p>The Concessionaire shall be required to submit the Detailed Project Report, upon which the Authority shall provide the comments/ suggestions/ amendments, if any. If there are any suggestions/ comments/ amendments, then the Concessionaire shall be required to carryout the same and on approval, start the construction.</p> |

| | | | |
|-----|--|---|--|
| 174 | <p>Vol 2. 6.1.2 (a) / 17</p> <p>The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this agreement and the Applicable laws, the following:</p> <p>Upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide all reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project</p> | <p>Pl clarify the payment and deposits towards permission and approvals under whose responsibility.</p> | <p>The Concessionaire, shall, at its own cost, arrange for all the applicable permits and licenses, as required under this Project and detailed out in the draft Concession Agreement.</p> |
| 175 | <p>General</p> | <p>Pl provide the geotechnical report of the Project area</p> | <p>The Bidders shall be required to carry out its own due diligence.</p> |

| | | | |
|-----|--|--|---|
| 176 | Vol 2; 10.3.1 (a)/ 31 | It is understand that land for construction of project components shall be provided by SMC, pl confirm | Yes, the Project Site (Service Areas) shall be provided by SMC. |
| | <p>Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, building, structures, road works, trees and any other immovable property attached to the site. Such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire.</p> <p>Signing of the memorandum in two counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall be deemed to constitute a valid license and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this agreement and for no other purpose whatsoever. For the</p> | | |

| | | | |
|-----|---|---|---|
| 177 | <p>Vol2; 10.6/32 Special/ temporary right of way The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the site. The Concessionaire shall obtain at its cost such facilities on or outside the site as maybe required by it for the purposes of the Water Supply and Sewerage System and the performance of its obligations under this Agreement.</p> | <p>Pl confirm the cost towards land purchase or lease to be provided by SMC during the concession period.</p> | <p>The cost, in relation to the special/ temporary right of way, shall be borne by the Concessionaire. However, the Authority shall provide assistance to the Concessionaire.</p> |
|-----|---|---|---|

| | | | |
|-----|---|--|---|
| 178 | <p>Shifting of obstructing utilities</p> <p>The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines and telephone cables, to an appropriate location or alignment within or outside the site if and only if such utility causes a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligation hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.</p> | <p>Pl clarify that the shifting of utility to be undertaken by concessionaire or authority also mention that for the shifting of utility, the cost incurred shall be payable by authority or concern department.</p> <p>Pl clarify that incase of delay in utility shifting, the compensation shall be provided to the concessionaire.</p> | <p>The cost w.r.t the shifting of utility shall be borne by the Authority or the concerned department to which the utility belongs. However, no compensation shall be provided to the Concessionaire, if there is delay in shifting of the utility.</p> |
|-----|---|--|---|

| | | | |
|-----|---|---|------------------|
| 179 | <p>Vol 2; 14.3/39 Provisional Certificate The Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Schedule-I (the "Provisional Certificate") if the Tests are successful and the Water Supply and Sewerage System can be safely and reliably placed in commercial operation through certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the "Punch List"); provided that he Independent Engineer shall not withhold the Provisional certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority.</p> | <p>Pl clarify time limit for providing the work completion certificate by the Independent Engineer.</p> | <p>No Change</p> |
|-----|---|---|------------------|

| | | | |
|-----|---|---|--|
| 180 | Vol 2.; 14/ 41 Change of scope | Pl specify the limitation of works to be considered under change of scope and its payment modality. | The procedure has been defined under Article 14 of the draft Concession Agreement. |
| 181 | Vol 2; 16.1.2/43 During the Operation Period, the Concessionaire shall operate and maintain the Water Supply and Sewerage System in accordance with this agreement either by itself, or through the O&M Contractor and if required, modify, repair or otherwise make improvements to the Water Supply and Sewerage System to comply with the provisions of this agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice. | Pl clarify that the bidder has the right to explore the options for online billing or not. | Yes. The Concessionaire can explore the option for online billing, at its own cost. |
| 182 | Vol 2; Schedule (d) / d-1 | Pl clarify that whether EIA has to be carried out for all WTP and STP area. | The Concessionaire shall be required to take all applicable clearances before initiating the construction. |
| 183 | General | Pl specify the duties and responsibilities for the Independent Engineer | Refer Schedule-M of the draft Concession Agreement. |

| | | | |
|-----|---|---|---|
| 184 | Article 2, 2.1 (c) Reduction of non-revenue water by reduction of physical losses through leakage management and reduction of commercial losses in water supply system through identification and regularization of unauthorized connections, meeting and improvement in billing and collection systems. | Pl provide the relevant bye-laws and revenue collection methodology. | The Concessionaire shall be required to do its own due diligence for the same. |
| 185 | Article 2, 2.1 (f) Provision of 24*7 water supply service targeting entire population duly developing the distribution network to reach the end User. | Pl confirm the ultimate population and demand for water supply and sewage during the concession period. | Refer point no. 1 |
| 186 | Article 2, Bullet 5 Carrying out the rehabilitation and expansion scheme | Pl specify the rehabilitation and expansion schemes | The construction of new water supply scheme is not in the scope of the Project. |

| | | | |
|-----|--|--|------------------|
| 187 | <p>Article 3, 3.1.2(d) Prepare and issue water Bills to the Users, collect Tariff, connection and reconnection charges including interest thereon, if any, on behalf of the Authority and deposit the same in the Escrow account, for the Services effective from the Appointed Date till Expiry or Termination Date as the case may be. However, it is being clarified here that the security charges deposit, as provided by the Users w.r.t the new connections, shall be directly given to the Authority with the detailed information of the Users.</p> | <p>Collection efficiency may not be linked with concessionaire payment, pl confirm</p> | <p>No Change</p> |
|-----|--|--|------------------|

| | | | |
|-----|---|---|--|
| 188 | <p>Incorporated the necessary suggestions/ amendments proposed by the Authority, within a period of 15 (fifteen) days from the date of receipt of such suggestions from the Authority. However, it is clarified here that the Concessionaire shall not start the construction until and unless the Authority approves the DPR of the Project again after carrying out necessary amendments, which shall not be unduly delayed</p> | <p>Stage wise submission/ approval can be considered</p> | <p>No Change</p> |
| 189 | <p>Article 6, 6.1.2 (b)</p> <p>Hand over the operation and maintenance of the Project Facilities to the Concessionaries for implementation of the project</p> | <p>There may separate period maybe considered for taking over the existing system</p> | <p>Refer Article 10 of the draft Concession Agreement.</p> |

| | | | |
|------------|--|--|--|
| <p>190</p> | <p>Article 8, 8.11</p> <p>The Concessionaire acknowledges that prior to the execution of this Agreement the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Tender Notice, Scope of the Project, Specifications and Standards, Service Area, local conditions, physical qualities of ground, subsoil and geology, water demand and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.</p> | <p>PI provide the existing soil report if available for the project area</p> | <p>The Bidders shall be required to carry out its own due diligence.</p> |
|------------|--|--|--|

| | | | |
|-----|---|---|-----|
| 191 | Article 10,10.3 Procurement of the Site | Land requirement for the creation of proposed project components shall be provided by SMC | Yes |
|-----|---|---|-----|

| | | | |
|---|--------------------|--|-----------|
| 192 | Article 10, 10.3.5 | | No Change |
| <p data-bbox="191 226 516 2095">Upon receiving Right of Way in respect of any land included in the Appendix, the Concessionaire shall complete the Construction Works thereon within a reasonable period to be determined by the Independent Engineer in accordance with Good Industry Practice; provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto. For the avoidance of doubt, it is expressly agreed that Construction Works on all lands for which Right of Way is granted within 90 (ninety) days of the Appointed Date shall be completed before the Project Completion Date. It is further agreed that the obligation of the Concessionaire to complete the affected Construction Works shall subsist so long as the Authority continues to pay the Damages specified herein, and upon the Authority ceasing to</p> | | | |

| | | | |
|-----|--|--|--|
| 193 | <p>Article 10, 10.6</p> <p>The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Water Supply and Sewerage System and the performance of its obligations under this Agreement.</p> | <p>Cost towards land/ROW-either lease or purchase shall be considered by SMC</p> | <p>The Concessionaire shall be required to bear all costs w.r.t the special/ temporary right of way.</p> |
|-----|--|--|--|

| | | | |
|-----|---|--|----------------------------|
| 194 | <p>Article 11,11.2 The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, the case may be.</p> | <p>Cost towards shifting / reconstruction of other infrastructure utilities shall not be bear by the concessionaire - pi confirm</p> | <p>Refer point no. 178</p> |
|-----|---|--|----------------------------|

| | | | |
|-----|---|---|--|
| 195 | <p>Article 11,11.4 The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.</p> | <p>Cost towards tree cutting shall be bear by the SMC/other authorities</p> | <p>The cost shall be borne by the Authority.</p> |
|-----|---|---|--|

| | | | |
|-----|---|-----------------------------|-----------|
| 196 | <p>Article 14,14.3</p> <p>The Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Schedule-I (the "Provisional Certificate") if the Tests are successful and the Water Supply and Sewerage System can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the "Punch List"); provided that the Independent Engineer shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority.</p> | Time limit is not specified | No Change |
| 197 | <p>Article 14,14.5</p> <p>Withholding of Provisional Certificate</p> | Time limit is not specified | No Change |

| | | | |
|-----|--|-------------------------------------|--|
| 198 | <p>Article 16, 16.1.2(j) Collecting Tariff from Users and depositing all such collected amounts into the Escrow Account within 3 (three) working days of collection.</p> | Online collection may be considered | Agreed |
| 199 | <p>Article 16,16.10 The Concessionaire shall not carry out any material modifications to the Water Supply and Sewerage System save and except where such modifications are necessary for the Water Supply and Sewerage System to operate in conformity with the O&M Requirements and Good Industry Practice; provided that the Concessionaire shall notify the Independent Engineer of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Engineer may make within 15 (fifteen) days of receiving the Concessionaire's proposal.</p> | Not clear, pi specify | The Concessionaire can modify the Water Supply and Sewerage System, if desired by the Authority. |
| 200 | Schedule A Site for Water Supply And Sewerage System | PI provide the details | Refer Point no. 48 |

| | | | |
|-----|--|---|---|
| 201 | Schedule D Applicable Permits | EIA study report is to be included, if required | All Applicable Permits need to be undertaken by the Concessionaire at its own cost. |
| 202 | Schedule H Terms of Reference for Independent Engineer | Time limit for issuing PC, CC, EOT etc ie by Independent Engineer not specified | No Change |
| 203 | Schedule M, 5.6 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests. | Quality tests as per QAP | Agreed |
| 205 | Vol 2; 16.1.2 (e) / 43 ensure proper utilization of the existing pumping machines to optimum capacity; | PI provide details of the pumping machineries in entire system for water and sewerage systems | Refer point no. 1. |
| 206 | Vol 2; 16.1.2 (f) / 43 improving the water transmission system to deliver 80% (eighty percent) of the lifted water in the reservoir; | PI confirm minimum loss in the water supply system shall be 20 to 25 % | Refer point no. 1. |

| | | | |
|-----|---|--|-----------------------------------|
| 207 | Vol 2; 16.1.2 (g) / 43 providing the capacity banks at each pumping stations to the satisfaction of HPSEB within the Construction Period; | Not clear, pl provide the details | Refer point no. 1. |
| 208 | Vol 2; 16.1.2(h)/ 43 accumulating and storing of rainwater for reuse before it reaches the aquifer. The Concessionaire shall ensure that it has been used to provide drinking water, water for livestock, water for irrigation, as well as other 44 typical uses. Rainwater collected from the roofs of houses and local institutions can make an important contribution to the availability of drinking water and can also supplement the subsoil water level and increase urban greenery. | Rain water harvesting is part of storm water drainage system, same may be excluded from the scope. | No Change |
| 209 | Schedule C; Annexure 1 / D2 Manual of Specifications and Standards to apply | PI provide technical specification for SCADA systems, ring fencing, etc. Also confirm that use of relevant IS codes and other standards. | Refer point no. 1. |
| 210 | Schedule N / RI Tariff notification | PI provide the details of the tariff notification | Refer Appendix-B to the Addendum. |
| 211 | Bill of Quantites Abstract of Cost (Mandatory Works of Sewerage Project) | PI confirm that the BoQ provided is only for the bidder guidance. | Refer point no. 1. |
| 212 | General | PI provide the bill of quantities for the water supply project (Mandatory Works of water supply Project) | Refer point no. 1. |

| | | | |
|-----|---|---|---|
| 213 | Vol 1; 1.1.1/6 Water supply Augmentation schemes | PI provide the quantities of the project components in various augmentation schemes carried out till date | Refer point no. 1. |
| 214 | General | PI confirm whether there is any existing sewage pumping station in entire system | Refer point no. 1. |
| 215 | General | PI confirm the ultimate population, LPCD, water demand, sewage contribution under this contract | Refer point no. 1. |
| 216 | General | PI confirm whether any approved vendor list is available with SMC for this specific project | No. |
| 217 | General | PI confirm that the selection of appropriate technology for the treatment plants (water and sewerage system) is fully on the concessionaire's scope. | The DPR as provided in the point no. 1 is for your reference. However, if better technology is being introduced by the Concessionaire then the same may be approved by the Authority. |
| 218 | General | PI provide the existing raw sewage and treated sewage parameters. | Refer point no. 1. |
| 219 | General | PI provide the treated sewage parameters to be maintained during the concession period. | Refer point no. 1. |
| 220 | General | PI provide Mandatory project documents such as DPR, technical specifications, drawings (CAD format), etc. | Refer point no. 1. |
| 221 | General | PI confirm that the land acquisition for the construction of new project components are under SMC scope. | Yes |
| 222 | General | PI specify project area - scope boundary, also pl specify the list of habitations nearby the Shimla municipal boundary which has to be covered under the water supply and sewerage systems - if any | Refer point no. 48 |

| | | | |
|-----|---|--|--|
| 223 | <p>Clause 1.2.4 Page no. 12 "Subject to clause Error! Reference not found". Clause reference is not proper in this point. Please clarify.</p> | | <p>As per Clause 1.2.4, the Project shall be awarded to the Bidder quoting the lowest Volumetric Rate.</p> |
| 224 | <p>Clause 2.2.2 (B) (ii)-bullet no. 3, Page no. 17 "The Bidder must establish the minimum Net Worth and Average Net Cash Accruals specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I". However Annex - III of Appendix — I is intentionally left blank in the document. Please clarify.</p> | | <p>Annex-III of Appendix-I shall be read as Annex-II of Appendix-I.</p> |
| 225 | <p>Clause 2.9.1, Page no. 23 "Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11". There is no clause with the reference no. as mentioned in this point. Please clarify</p> | | <p>Clause 1.2.11 shall be referred as Clause 2.1.3</p> |

| | | | |
|-----|--|--|---|
| 226 | <p>Clause 2.17.1, Page no. 27</p> <p>The Authority shall open the Bids including the modifications made pursuant of Clause 2.16. Envelope "A" containing the "Technical Proposal" at 1530 hours 1ST on the Bid Due Date, in the office of</p> <p>Please clarify the place of opening of bids since it is left blank in the document.</p> | | <p>The Proposals shall be submitted in the office of Commissioner, Municipal Corporation, Shimla.</p> |
| 227 | <p>Clause 3.6.7, Page no. 32</p> <p>"After acknowledgement the Concessionaire to submit the Construction Performance Security of Rs 10 Crore within a period of 45 days of award of LOA and thereby, execute the Concession Agreement within the period prescribed in Clause Error! Reference source not found..". Reference clause has not been mentioned properly. Please clarify.</p> | | <p>The reference Clause is 1.3 of Volume I of the RFP document.</p> |

| | | | |
|-----|--|--|--|
| 228 | <p>Appendix I, Letter Comprising the bid, Point no. 18, Page no. 40 "I/ We herby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3". The clause 2.2.3 mentioned herein is intentionally left blank in the document. Please clarify.</p> | | <p>Point No. 18 of the Appendix-I shall be considered as Intentionally Left Blank</p> |
| 229 | <p>Annex - IV, Details of Eligible projects, Instruction no. 5, Page no. 48 "Refer to Clause 3.2.1 of the RFP for category number". The clause 3.2.1 mentioned herein is intentionally left blank. There is no Category details mentioned in the RFP document. Please clarify.</p> | | <p>Point No. 5 of Annex-IV has been deleted.</p> |
| 230 | <p>Annex — IV, Details of Clause 3.2.3 (c) and Clause 3.2.4 mentioned in this point is intentionally left blank in the document. Also</p> | | <p>Point No. 8 of Annex IV has been deleted.</p> |
| 231 | <p>Eligible projects, Instruction no. 6, Page no. 48 category 1, 2, 3 & 4 mentioned in this point cannot be understood since there is no reference for the same in the document. Please clarify.</p> | | <p>Please refer the Technical and Financial Capability and accordingly, submit as per Annex-IV</p> |

| | | | |
|-----|--|--|--|
| 232 | <p>Annex - IV, Details of Eligible projects, Instruction no. 7, Page no. 48</p> <p>Category 1, 2,3 & 4 mentioned in this point cannot be understood since there is no reference for the same in the document. Please clarify.</p> | | <p>Please refer the Technical and Financial Capability and accordingly, submit as per Annex-IV</p> |
| 233 | <p>Annex - IV, Details of Eligible projects, Instruction no. 8, Page no. 48</p> <p>Clause 3.2.3 and Clause 3.2.4 mentioned in this point is intentionally left blank in the document. Please clarify.</p> | | <p>Please refer the Technical and Financial Capability and accordingly, submit as per Annex-IV</p> |
| 234 | <p>Annex - IV, Details of Eligible projects, Instruction no. 9, Page no. 48</p> <p>Category 1, 2, 3 & 4 mentioned in this point cannot be understood since there is no reference for the same in the document. Please clarify.</p> | | <p>Please refer the Technical and Financial Capability and accordingly, submit as per Annex-IV</p> |

| | | | |
|-----|--|--|--|
| 235 | <p>Annex - IV, Details of Eligible projects, Instruction no. 10, Page no. 48</p> <p>Clause 3.2.3 mentioned in this point is intentionally left blank in the document. Also category 1 and 2 mentioned in this point cannot be understood since there is no reference for the same in the document. Please clarify.</p> | | <p>Please refer the Technical and Financial Capability and accordingly, submit as per Annex-IV</p> |
| 236 | <p>Annex - IV, Details of Eligible projects, Instruction no. 13, Page no. 48</p> <p>Category 1 and 2 mentioned in this point cannot be understood since there is no reference for the same in the document. Please clarify.</p> | | <p>Please refer the Technical and Financial Capability and accordingly, submit as per Annex-IV</p> |
| 237 | <p>Annex - IV, Details of Eligible projects, Instruction no. 14, Page no. 48</p> <p>Category 3 and 4 mentioned in this point cannot be understood since there is no reference for the same in the document. Please clarify.</p> | | <p>Please refer the Technical and Financial Capability and accordingly, submit as per Annex-IV</p> |

| | | | |
|-----|---|--|--|
| 238 | <p>Certificate from the Statutory Auditor regarding PPP projects "We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d)....". Clause 3.2.1 and 3.2.3 (d) mentioned in this point is intentionally left blank in the document. Please clarify.</p> | | <p>Please refer the Technical and Financial Capability and accordingly, submit as per Annex-IV</p> |
| 239 | <p>Certificate from the Statutory Auditor/Client regarding construction works</p> <p>"We further certify that the total estimated capital cost of the project is Rs_____cr. (Rupees_____cr ore), of which the Bidder /Member/Associate received/paid Rs. _____ cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFP...". Clause 3.2.1 and 3.2.4 mentioned in this point is intentionally left blank in the document. Please clarify</p> | | <p>Please refer the Technical and Financial Capability and accordingly, submit as per Annex-IV</p> |

| | | | |
|-----|---|--|--|
| 240 | <p>In computing the Technical Capacity and Net Worth of the Bidder / Consortium Members under Clauses 22.2 and 2.2.4, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.</p> <p>For purposes of this RFP, Associate means, in relation to the Bidder / Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium Member (the " Associate "). As used in this definition, the expression " control " means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.</p> | <p>The minimum requirement of 50% equity stake to be considered as an "Associate" should be changed to 26%.</p> <p>In any project implemented on PPP/BOOT basis, the successful bidder is required to form a separate Company for implementing the project, wherein the successful bidder/developer is required to hold a minimum 51 % equity stake till the project starts commercial operations. The Company so formed for implementing the project will be an Associate/Subsidiary of the successful bidder. Upon the start of the commercial operations, the bidder/developer is allowed to dilute its equity stake from 51% to 26%.</p> <p>This dilution from 51% to 26% is also allowed in the Shimla Water Supply and Sewerage Project as per RFP.. Hence, Insistence on minimum 50% will not allow many developers <u>who have developed</u> many projects but where their equity stake is only 26%, to participate in the project.</p> <p>Hence it is requested to change the required equity stake of 50% to 26% to allow many bidders to participate in the bid which will result in a more competitive bid for Shimla Municipal Corporation.</p> | <p>The definition of the term "Associate", as defined under Clause 2.2.9 of the Instructions to Bidders (Section I of the RFP document) shall now be read as under:</p> <p><i>"For purposes of this RFP, Associate means, in relation to the Bidder / Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 26% (twenty six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law."</i></p> |
|-----|---|--|--|

| | | | |
|-----|--|---|---|
| 241 | <p>Clause 2.1(i)«Page 15,Volume -II,DCA Scope of the Project To generate hydro electricity from treated effluents of STP</p> | <p>The same to excluded from Concessionaire's scope</p> | <p>It is optional. Refer point no. 74.</p> |
| 242 | <p>Clause 3.1.2 (f), Page 16, Volume - II, DCA (f) during the Operations Period, option to utilize the services of employees assigned by the Authority for the purpose of provisioning of Services to Users in the Service Area. However, the Concessionaire shall be required to-bear all the costs and expenses i.e. salaries etc of the employees, as assigned by the Authority; Whereas clause 6.1.2(e),Page 23, Volume - II,DCA (a) assign its employees to the Concessionaire to assist the Concessionaire in the discharge of its duties during the Concession Period. However, the Concessionaire shall be required to bear all the costs and expenses i.e. salaries etc of the employees, as assigned by the Authority;</p> | <p>Please confirm if the obligation of utilizing the services of the Authority's employees is mandatory or optional</p> | <p>Refer Clause 3.1.2(f) of the draft Concession Agreement.</p> |

| | | | |
|-----|--|---|---------------------------|
| 243 | <p>Clause 6.2, Page 23, Volume -II, DCA Maintenance obligations prior to Appointed Date:</p> <p>During the Development Period, the Authority shall maintain the Water Supply and Sewerage System, at its own cost and expense, so that its operational worthiness and safety are at no time materially inferior as compared to its condition 7 (seven) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof, or pay to the Concessionaire the cost and expense, as determined by the Independent Engineer, for undertaking such repair after the Appointed Date. For the avoidance of doubt, the Authority shall undertake only routine maintenance during the Development Period, and it shall undertake special repairs only for ensuring safe operation of the Water Supply and Sewerage System, or in the event of excessive deterioration or damage caused due to unforeseen events such as floods or earthquakes</p> | <p>Please clarify if SMC would provide to the Bidder the Quality of Assets status report to determine the pre and post bid asset status</p> | <p>Refer point no. 1.</p> |
|-----|--|---|---------------------------|

| | | | |
|-----|---|--|--------------------|
| 244 | <p>Clause 7.2, Page 25, Volume - II, DCA, Representation and warranties of the Authority</p> | <p>Please include the following The Authority represents and warrants to the Concessionaire that the quality and the quantity of the source to remain unaltered as at the time of the bidding during the Concession period</p> | No Change |
| 245 | <p>Clause 27.9.1, page 66, Volume -II, DCA If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to twice the average of the previous 6 (six) months' Service Fee .</p> | <p>This clause should be modified in accordance with-Model Concession Agreement issued by National Highway Authority of India</p> | Refer point no. 35 |
| 246 | <p>Clause 27.9.2, page 66,volume -II,DCA If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to the total of the previous 6 (six) months' Service Fee.</p> | <p>This clause should be modified in accordance with Model Concession Agreement issued by National Highway Authority of India</p> | Refer point no. 35 |
| 247 | <p>Clause 27.9.2, page 66,Volume - II, DCA If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 37.3.2 as if it were a Authority Default.</p> | <p>This clause should be modified in accordance with Model Concession Agreement issued by National Highway Authority of India</p> | Refer point no. 35 |

| | | | |
|-----|--|---|--|
| 248 | <p>Clause 30.3.1, page 71, Volume- II raft Concession Agreement</p> <p>Upon Termination on account of a Concessionaire Default during the Concession Period, no Termination Payment shall be due or payable to the Concessionaire by the Authority and the applicable Performance Security and any other amount (as available in the Escrow Account) shall be forfeited by the Authority.</p> | <p>This clause should be modified in accordance with Model Concession Agreement issued by National Highway Authority of India</p> | <p>Clause 30.3.1 and 30.3.2 of the draft Concession Agreement shall now be read as under:</p> <p><i>Upon Termination on account of a Concessionaire Default during the Operation Period (i.e. after the completion of Construction Period), the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD.</i></p> <p><i>Upon Termination on account of a Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:</i></p> <p><i>(a) Debt Due; and</i></p> <p><i>(b) 150% (one hundred and fifty per cent) of the Adjusted Equity.</i></p> |
|-----|--|---|--|

| | | | |
|-----|---|--|--------------------|
| 249 | <p>Clause 303.2 (b) Page 71, Volume -II, DCA</p> <p>Upon Termination on account of a Authority Default, the Authority shall refund back the applicable Performance Security and any other amount (as available in the Escrow Account) and pay to the Concessionaire, by way of Termination Payment, an amount equal to:</p> <p>a) a sum total of the previous 6 (six) months' Service Fee; and</p> <p>b) 150% (one hundred and fifty per cent) of the Adjusted Equity.</p> | The definition of the Adjusted Equity is missing. Please clarify.- | Refer point no. 37 |
|-----|---|--|--------------------|

| | | | |
|-----|---|---|------------------|
| 250 | <p>Clause 12.3.2, ,Volume - II, DCA, Page 36</p> <p>Augmentation of the Water Supply and sewerage system</p> <p>In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule-F, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved;</p> | <p>The Damages payable to the Authority should be limited to an extent of 10% of the amount of Performance Security</p> | <p>No Change</p> |
|-----|---|---|------------------|

| | | | |
|-----|--|---|------------------|
| 251 | <p>Clause 14.7, Volume - II, DCA, Page 40 Damages for Delay</p> <p>Subject to the provisions of Clause 12.3, if System Upgradation is not achieved prior to the 91st (ninety first) day from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until System Upgradation is achieved.</p> | <p>The Damages payable to the Authority should be limited to an extent of 10% of the amount of Performance Security</p> | <p>No Change</p> |
|-----|--|---|------------------|

| | | | |
|-----|--|---|------------------|
| 252 | <p>Clause 16.6.1, Volume - II, DCA, Damages for breach of maintenance obligations</p> <p>In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the O&M Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Monthly Tariff, and (b) 10% (ten per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof</p> | <p>The Damages payable to the Authority should be limited to an extent of 10% of the amount of Performance Security</p> | <p>No Change</p> |
|-----|--|---|------------------|

| | | | |
|-----|--|--|------------------|
| 253 | <p>Clause 16.1.2 (h) , Page 43, Volume -II, DCA</p> <p>(h)accumulating and storing of rainwater for reuse before it reaches the aquifer. The Concessionaire shall ensure that it has been used to provide drinking water, water for livestock, water for irrigation, as well as other typical uses. Rainwater collected from the roofs of houses and local institutions can make an important contribution to the availability of drinking water and can also supplement the subsoil water level and increase urban greenery.</p> | <p>As rain harvesting facilities are aligned more with storm water drainage facilities, the same may be excluded from Concessionaire's scope</p> | <p>No Change</p> |
|-----|--|--|------------------|

| | | | |
|-----|---|--|--|
| 254 | <p>Clause 21.1.1, Page 54, Volume - II, DCA, Grant</p> <p>An amount of Rs. 1,22,86,00,000 (Rupees one hundred twenty two crore and eighty six lakh) only has been sanctioned by GOI to GoHP for funding the works to be carried out w.r.t this Project under the Jawaharlal Nehru National Urban Renewal Mission (the "JNNURM"). The amount shall be made available by the Authority to the Concessionaire as cash support by way of an outright grant (the "Grant") in accordance with the provisions of this Article 21.</p> | Please clarify what happens in the case of non availability/delay in receipt of the Grant. | Please refer Article 21 (Grant) of the draft Concession Agreement. |
| 255 | <p>Clause 272, Page 62, Volume - II, DCA Non - Political Event</p> | Please include the nonavailability of water as a Non -Political event of Force Majeure | No Change |
| 256 | <p>Clause 27.2, Page 62, Volume - II, DCA Non - Political Event</p> <p>e)the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or</p> | Please clarify if input water quality variation be covered under this clause as Non -Political event | No |

| | | | |
|-----|--|---|-----------|
| 257 | Schedule-F, Volume - II, DCA, Project Completion Schedule, Page F-2 (1) Note: The Authority shall retain 20% of the percentage of Grant (due during each Project Milestone) which in turn shall be released after 2 (two) years of the completion of Construction Period and if the performance parameters have been sustained to the satisfaction of the Authority. | Retaining of 20% of the percentage of Grant during each Project Milestone is high and we request the Authority to reduce it to 5% | No Change |
|-----|--|---|-----------|

| | | | |
|-----|---|---|-----------------------------|
| 258 | <p>Art 22.1 service Fee 22.1 Service Fee In consideration of the services provided by the Concessionaire as per the terms of this Agreement, the Authority shall pay to the Concessionaire by way of a monthly fee (the "Service Fee") a sum equal to the product of the volume of Water Billed and Collected (VBC) during a calendar month and the Volumetric Rate (R(0)). By the term "Volumetric Rate" we shall mean the price, as quoted by the Successful Bidder in its Financial Proposal, expressed in Indian Rupees per kilo litre of water that is chargeable by the Concessionaire to the Authority for the Water Billed and Collected (including the sewerage charges). However, for avoidance of doubt, at no stage the Volumetric Rate shall not include the Energy Charges.</p> | It is recommended that the service fee should be linked only with Billing quantity. | No Change |
| 259 | <p>General Raw water - source risk</p> | PI make necessary clause for availability of raw water as per project requirement. | Please refer point no. 169. |

| | | | |
|-----|---|--|---|
| 260 | <p>ARTICLE 21 : GRANT 21.1.1 An amount of Rs. 1,22,86,00,000 (Rupees one hundred twenty two crore and eighty six lakh) only has been sanctioned by GOI to GoHP for funding the works to be carried out w.r.t this Project under the Jawaharlal Nehru National Urban Renewal Mission (the "JNNURM"). The amount shall be made available by the Authority to the Concessionaire as cash support by way of an outright grant (the "Grant") in accordance with the provisions of this Article 21.</p> | <p>In the event of non release of grant by the GOI, pi specify the modality. There should guaranty for the grant.</p> | <p>Please refer Article 21 of the draft Concession Agreement.</p> |
| 261 | <p>Article :2 scope of the project Up gradation of STPs</p> | <ol style="list-style-type: none"> 1. Please provide Scheme and stage wise Performance details for existing STPs. 2. Provide the treated sewage parameters for disposal. | <p>Refer point no. 1.</p> |
| 262 | <p>Article :2 scope of the project Installation of gen-sets at STPs for operation of STPs during power failure.</p> | <p>Please provide total power consumption of the existing plants to decide on the generator capacity. Provide the details of power cut in shimla with seasonal details.</p> | <p>Refer point no. 1.</p> |
| 263 | <p>Article :2 scope of the project SCADA system</p> | <p>PI specify the scope boundary for scada system</p> | <p>Refer point no. 1.</p> |

| | | | |
|-----|--|--|---------------------------|
| 264 | Details of water Treatment plant(Existing and proposed) | <ol style="list-style-type: none"> 1. Please provide Scheme and stage wise Performance details for existing WTPs. 2. Please provide the number of existing capacity, equipments details and performances. 3. Provide the capacity and details of new WTPs. 4. Provide the treated water parameters. We understand it is as per CPHEEO norms. | Refer point no. 1. |
| 265 | General | Any guideline on the selection of process scheme. Whether the bidder is free to choose any suitable process scheme. | Yes. |
| 266 | General | Please provide the feed water and sewage quality at existing and new plants with seasonal variation | Refer point no. 1. |
| 267 | General | Details of sources and sustainability for Water treatment. | Refer point no. 1. |
| 268 | General | Details of land availability for treatment plant and expansion. | Refer point no. 1. |
| 269 | General | <p>Please provide the following drawings of the existing treatment scheme.</p> <ol style="list-style-type: none"> 1. Layouts 2. General arrangement drawings in all buildings, electromechanical equipments. 3. Process and instrumentation diagram. 4. Hydraulic flow diagram. 5. Equipment list with power rating. | Refer point no. 1 and 48. |
| 270 | General | Please provide Chemical consumption details and sludge generation of the existing treatment plants. | Refer point no. 1. |

| | | | |
|-----|--|--|--------------------|
| 271 | RFP, Table-2, Page - 8/83 Details of water supply source | Details of existing STP & WTP's on the following: Capacity of each WTP Treatment methodology adopted Year of installation Power Supply source & its feed parameters DC sets Equipment installed O&M history for rehabilitation Present quality of raw & treated water | Refer point no. 1. |
| 272 | Article-2. Clause -2.1, Page 14 Rehabilitation of water supply & sewerage | Details of each OHT, SR, GSR, pumping/lifting stations existing in SMC : Capacity Details of existing water supply pipe and sewage collection pipe quantity Details of equipment installed such as pump house, tanks, pumps, instruments, etc., Year of installation Present condition showing necessity for replacement Power supply source & its feed parameters Back u source for power supply | Refer point no. 1 |

| | | | |
|-----|--|--|--------------------|
| 273 | <p>Article -2, Clause -2.1, Page- 14</p> <p>SCADA, GIS mapping & ring fencing</p> | <p>Please clarify & provide the following:</p> <p>Degree of automation needed for designing the SCADA system</p> <p>Type of communication system adopted for SCADA</p> <p>Type of telemetry system adopted for communication</p> <p>List of I/Os for each OHT, SR, GSR pumping station/lifting, STP and WTP</p> <p>Logging interval for individual parameters</p> <p>Logging interval for individual parameters</p> <p>Coordinates/locations of each OHT, SR, GSR, pumping stations/lifting, STP and WTP and distance between them as well</p> <p>Flow rate of each OHT, SR, GSR, pumping stations, STP and WTP</p> <p>System wise flow rate as mentioned in point-c</p> <p>Field instruments needed for each OHT, SR, GSR, pumping stations/lifting, STP and WTP</p> <p>Please clarify methodology to be adopted for ring fencing</p> <p>Whether approval for telemetry units shall be acquired by Municipal Corporation.</p> <p>Standards & codes used for complete instrumentation system.</p> <p>Whether centralized control is needed for all OHT, SR, GSR pumping station/lifting, STP and WTP</p> | Refer point no. 1. |
| 274 | <p>Article -2, Clause -2.1, Page - 14</p> <p>Fire fighting system</p> | <p>Details scope of fire fighting system – pl provided</p> | Refer point no. 1. |

| | | | |
|-----|---|--|--|
| 275 | <p>Article -2, Clause -2.1, Page -15 To generate hydro electricity from treated effluents of STP.</p> | <p>As per our analysis and experience, the idea of generating power from STPs of such low capacities, employing hydro-electric methodology would not be viable, both technically and financially. The limiting factors would be such as, quantum of effluent, fluctuating sewage inflows, requirement of huge capacity of storage battery banks, unfavorable cost-benefit considerations, etc.</p> | It is optional. |
| 276 | <p>Clause 2.1 (i), Page 15, Volume-II, DCA Scope of the Project to Generate hydro electricity from treated effluents of STP</p> | The same to be excluded from Concessionaire's scope | It is optional. |
| 277 | <p>Clause 3.1.2 (f), Page 16, Volume-II, DCA (f) during the Operations Period, option to utilize the services of employees assigned by the authority for the purpose of provisioning of Services to Users in the Service Area. However, the Concessionaire shall be required to bear all the costs and expenses i.e. salaries etc of the employees, as assigned by the authority;</p> | Please confirm if the obligation of utilizing the services of the Authority's employees is mandatory or optional | Refer Clause 3.2.1(f) of the draft Concession Agreement. |

| | | | |
|-----|--|---|---------------------------|
| 278 | <p>Clause 6.2, Page 23, Volume -II, DCA Maintenance obligations prior to Appointed Date:</p> <p>During the Development Period, the Authority shall maintain the Water Supply and Sewerage System, at its own cost and expense, so that its operational worthiness and safety are at no time materially inferior as compared to its condition 7 (seven) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof, or pay to the Concessionaire the cost and expense, as determined by the Independent Engineer, for undertaking such repair after the Appointed date. For the avoidance of doubt, the Authority shall undertake only routine maintenance during the Development Period, and it shall undertake special repairs only for ensuring safe operation of the Water Supply and Sewerage System, or in the event of excessive deterioration or damage caused due to unforeseen events such as floods or earthquakes.</p> | <p>Please clarify if SMC would provide to the Bidder the Quality of assets status report to determine the pre and post bid asset status</p> | <p>Refer point no. 1.</p> |
|-----|--|---|---------------------------|

| | | | |
|-----|---|---|----------------------|
| 279 | <p>Clause 7.2. Page 25, Volume -II, DCA, Representation and warranties of the Authority</p> | <p>Please include the following: The Authority represents and warrants to the Concessionaire that the quality and the quantity of the source to remain unaltered as at the time of the bidding during the Concession Period</p> | No Change |
| 280 | <p>Clause 27.9.2, Page 66, Volume-II, DCA</p> <p>If termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to the total of the previous 6 (six) months' Service Fee</p> | <p>This clause should be modified in accordance with Model Concession agreement issued by National Highway Authority of India.</p> | Refer point no. 35 |
| 281 | <p>Clause 30.3.1, Page 71, Volume-II, Draft Concession agreement</p> <p>Upon Termination on account of a Concessionaire Default during the Concession Period, no Termination Payment shall be due or payable to the Concessionaire by the Authority and the applicable Performance Security and any other amount (as available in the Escrow account) shall be forfeited by the Authority.</p> | <p>This clause should be modified in accordance with Model Concession agreement issued by National Highway Authority of India.</p> | Refer point no. 248. |

| | | | |
|-----|---|--|---------------------------|
| 282 | <p>Clause 30.3.2 (b) Page 71, Volume-II, DCA</p> <p>Upon Termination on account of a Authority Default the Authority shall refund back the applicable Performance security and any other amount (as available in the Escrow Account) and pay to the Concessionaire, by way of Termination Payment, an amount equal to:</p> <p>c) a sum total of the previous 6 (six) months' Service Fee; and</p> <p>d) 150% (one hundred and fifty per cent) of the Adjusted Equity.</p> | The definition of the Adjusted Equity is missing, Please clarify | Refer point no. 37 |
|-----|---|--|---------------------------|

| | | | |
|-----|--|---|------------------|
| 283 | <p>Clause 12.3.2, Volume-II, DCA, Page 36</p> <p>Augmentation of the Water Supply and sewerage system</p> <p>In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule-F, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved;</p> | <p>The Damages payable to the Authority should be limited to an extent of 10% of the amount of Performance Security</p> | <p>No Change</p> |
|-----|--|---|------------------|

| | | | |
|-----|---|--|-----------|
| 284 | Clause 14.7, Volume - II, DCA, Page 40 Damages for Delay Subject to the provisions of Clause 12.3, if System Upgradation is not achieved prior to the 91st (ninety first) day from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until System Upgradation is achieved. | The Damages payable to the Authority should be limited to an extent of 10% of the amount of Performance Security | No Change |
|-----|---|--|-----------|

| | | | |
|-----|--|---|------------------|
| 285 | <p>Clause 16.6.1, Volume - II, DCA, Damages for breach of maintenance obligations</p> <p>In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the O&M Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Monthly Tariff, and (b) 10% (ten per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof</p> | <p>The Damages payable to the Authority should be limited to an extent of 10% of the amount of Performance Security</p> | <p>No Change</p> |
|-----|--|---|------------------|

| | | | |
|-----|--|---|--|
| 286 | <p>Clause 16.1.2 (h) , Page 43, Volume -II, DCA (h)accumulating and storing of rainwater for reuse before it reaches the aquifer. The Concessionaire shall ensure that it has been used to provide drinking water, water for livestock, water for irrigation, as well as other typical uses. Rainwater collected from the roofs of houses and local institutions can make an important contribution to the availability of drinking water and can also supplement the subsoil water level and increase urban greenery.</p> | As rain harvesting facilities are aligned more with storm water drainage facilities, the same may be excluded from Concessionaire's scope | No Change |
| 287 | <p>Clause 21.1.1, Page 54, Volume - II, DCA, Grant An amount of Rs. 1,22,86,00,000 (Rupees one hundred twenty two crore and eighty six lakh) only has been sanctioned by GOI to GoHP for funding the works to be carried out w.r.t this Project under the Jawaharlal Nehru National Urban Renewal Mission (the "JNNURM"). The amount shall be made available by the Authority to the Concessionaire as cash support by way of an outright grant (the "Grant") in accordance with the provisions of this Article 21.</p> | Please clarify what happens in the case of non availability/delay in receipt of the Grant. | Please refer Article 21 of the draft Concession Agreement. |

| | | | |
|-----|--|---|--|
| 288 | Clause 27.2, Page 62, Volume - II, DCA Non - Political Event | Please include the nonavailability of water as a Non -Political event of Force Majeure | No Change |
| 289 | Clause 27.2, Page 62, Volume - II, DCA Non - Political Event (e)the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or | Please clarify if input water quality variation be covered under this clause as Non -Political event | No Change |
| 290 | Schedule-F, Volume - II, DCA, Project Completion Schedule, Page F-2 (2) Note: The Authority shall retain 20% of the percentage of Grant (due during each Project Milestone) which in turn shall be released after 2 (two) years of the completion of Construction Period and if the performance parameters have been sustained to the satisfaction of the Authority. | Retaining of 20% of the percentage of Grant during each Project Milestone is high and we request the Authority to reduce it to 5% | Refer Appendix-E to the Addendum |
| 291 | General Bid submission date | PI consider minimum 2 months extension from the date query's reply | The last date for submission of Proposals has been extended till 17 th July 2012. |
| 292 | General Road Restoration | Road restoration - is not a part of scope - pl confirm | It shall be the obligation of the Concessionaire w.r.t the road restoration. |
| 293 | General Query Technical parts of the bids will be opened on 03-05-2012 at 15:30 hours IST in the office of the Municipal Engineer, M.C. Shimla. | We request you to kindly extend the bid submissions date by 90 days | The last date for submission of Proposals is 17th July 2012. |

| | | | |
|-----|--|--|---|
| 294 | <p>General Query</p> <p>The Six Parties, who are short listed in the previous RFQ stage shall submit only their Financial Bids as per the RFP without additional fee for documents by giving an affidavit that their previous consortium stands valid as per their RFQ opened on 04-08-2011 at Shimla.</p> | <p>Authority had initiated a two stage bidding process and six consortiums were pre-qualified in September 2011. Now the Authority is allowing other companies to participate by submitting fresh qualification. This is in contravention to normal tendering practice and hence we strongly oppose this. We request the authority not to allow other companies to participate in this tender at this stage and accept bids only from six consortiums qualified in September 2011.</p> | No Change |
| 295 | <p>General Query</p> <p>Composition of consortium</p> | <p>We request the authority to allow the change in the composition of consortium at RFP Stage, i.e, to incorporate a new member in the consortium or to replace the existing partner with a company having equal or more qualification.</p> | No Change |
| 296 | <p>Clause 4.1.3 (a)</p> | <p>Is the period of 100 days sufficient?</p> | <p>The Conditions Precedent Period has been increased from 150 days to 230 days, wherein the DPR, to be prepared by the Concessionaire, shall be submitted within 180 days.</p> |
| 297 | <p>Clause 4.2.1</p> | <p>Request to increase the days for fulfillment of CPs from 150 to 180 days</p> | <p>The Conditions Precedent Period has been increased from 150 days to 230 days, wherein the DPR, to be prepared by the Concessionaire, shall be submitted within 180 days.</p> |
| 298 | <p>Clause 4.2.3</p> | <p>Damages amount should be calculated at 0.1% instead of 0.2%, in line with 4.2.2</p> | No Change |
| 299 | <p>Clause 5.1.2</p> | <p>Pls add the following to clause 5.1.2 "The Authority shall extend full assistance to the concessionaire in obtaining the applicable permits".</p> | No Change |
| 300 | <p>5.1.4(e)</p> | <p>Request the point to be deleted, as the land acquisition has to be facilitated by the authority.</p> | No Change |

| | | | |
|-----|-------------|--|---|
| 301 | 5.2.2 | Pls grant a period of 15 days instead of 7 days to provide a copy of the executed agreements | No Change |
| 302 | 6.2 | Inspection shall be carried out with all the bidders days before bid date or a certificate of inspection will be provided by an Independent consultant | The inspection report of the Project Facilities, as carried out by SMC, is enclosed as Appendix-D to the Addendum. However, pursuant to the completion of Conditions Precedent Period and before handing over the Project Facilities, a fresh report shall be provided by the Independent Engineer to the Concessionaire. |
| 303 | 9.1.4 | Kindly provide a notice with a cure period of 7 days from the receipt of the notice, to furnish the guarantee before termination | No Change |
| 304 | 11.1 & 11.2 | All incidental costs for utility shifting, legal proceedings etc. under the clause shall be borne by the authority and not the Concessionaire. | No Change |
| 305 | 14.4.1 | Kindly delete sub-clause (b) | No Change |
| 306 | 15.3.2 | Aggregate ceiling to be made 0.1% instead of 0.25% | No Change |
| 307 | 16.1.1 | Check if 90 days are sufficient | No Change |
| 308 | 16.1.2 (f) | Is 80% efficiency possible technically or should we request a revision | No Change |
| 309 | 16.5.2 | 2 hrs seems to be low do we ask ofr more time cap? | No Change |
| 310 | 21.2.2 | The authority should be liable to meet all conditions beyond the power of the concessionaire for getting the JNNURM grant. The remedy/ compensation available to the concessionaire in event of delayed/ denied JNNURM grant needs to be defined and made available. | Refer Article 21 of the draft Concession Agreement |

| | | | |
|-----|--------|---|--|
| 311 | 21.2.4 | Pls provide complete Schedule B | <p>Annexure-I of Schedule B shall be the Detailed Project Report, as submitted by the Concessionaire, during the Conditions Precedent Period. However, the DPR, as prepared by the SMC, is enclosed as Appendix-A to the Addendum and is only for reference purpose wherein the bidders can get an initial idea of the project and the project facilities to be constructed/ upgraded and thereby, operated and maintained.</p> <p>Annex- II of Schedule B is hereby deleted.</p> |
| 312 | 21.2.5 | Authority should partially compensate the concessionaire for to volume billed but not collected, if the non-collection is due to any governance issues, where action is pending by the authority. | No Change |
| 313 | 24.4.1 | All amounts standing credit to the respective sub-accounts cannot be appropriated by the authority, only the amount left in the account after meeting all the necessary obligations as per the escrow water – fall mechanism and not lying in the concessionaire’s sub-account should be appropriated by the authority. | No Change |
| 314 | 27.9 | Minimum termination payment amount, irrespective of it being triggered by Political (Indirect/on-political) event, should be the debt-due in the books of the Concessionaire, along with the multiple of adjusted equity. It will be difficult to fund the project with the current defined termination payment. | Refer point no. 35 and 248 |

| | | | |
|-----|---|---|---------------------------|
| 315 | Schedule B, Development of the Water Supply and Sewerage System, Description of Mandatory Works for Water Supply System | We would like to bring to your kind notice that the Annexure 1 of Schedule B is missing. We request you to kindly provide a detailed BoQ of the total scope of work of development with rates and quantities. | Refer point no. 1. |
| 316 | Schedule B, Development of the Water Supply and Sewerage System | You would appreciate the fact that the BoQ which has been provided to the bidders was prepared in 2009. We request you to update the same with the rates applicable in 2012. | Refer point no. 1. |
| 317 | DCA, Article 15, Change of Scope, Page no. 41 | We assume that the any item which has not been listed in the BoQ and if it exceeds the ceiling of 0.25% of the Total project Cost will be considered under change of scope. Please clarify. | Refer point no. 1. |
| 318 | General Query - Provision for Variation | <p>You would appreciate the fact that with a project of such quantum comes the complexities and uncertainties with respect to the actual quantities of work while execution which may increase substantially. Also, Shimla has unique terrain which makes it even more challenging when compared to other cities.</p> <p>To accommodate this risk we propose that the rates in the BoQ could be fixed but Concessionaire should have provision of claiming the variation in the quantities with respect to the quantities mentioned in the BoQ.</p> <p>The additional investment needed to provide for the variation in the quantities after being certified by the Independent Engineer should be considered by the Client. This additional investment should be treated as a loan on the Client and the compensation for the same should be provided with interest of 4% above the Base rate of SBI.</p> <p>This provision in the DCA will help mitigate the risk of Concessionaire of Cost overrun and make the contract more equitable.</p> | Refer point no. 1. |

| | | | |
|-----|--|---|---|
| 319 | General Query - Provision for Change in Quantity | We propose and request that to address the odds of change in quantity of the Items in the BoQ the provision of interchangeability of quantity across the items listed in the BoQ should be included in the DCA. | Refer point no. 1. |
| 320 | DCA, Article 22, Service Fee, Page no. 55 | We would like to bring to your kind notice that during the initial 5 years of the project, it would be under development and improvement phase. It will be difficult to monitor actual volume of water billed and collected till the time the flow meters are installed and the system is suitably upgraded under the development phase of the project. Accordingly, we request you to include provision of having minimum take or pay volume equivalent to 25 MLD as volume of water billed and collected for the initial 5 years. | No Change |
| 321 | DCA, Article 24, Escrow Account | In the initial years of the project, the tariff collected from the consumers may be not able to sustain the Operator's fee. Accordingly to address this we request for the following mechanism for the Escrow; - The principal municipal fund should be escrowed to the Operator Fees. - All the other receipts from water and other sources should be routed to this municipals fund. - This arrangement should guaranteed and backed up by Shimla Municipal Corporation and the State Government. | Refer Appendix-H to the Addendum |
| 322 | DCA, Article 24, Escrow Account, Page no. 58 | We request you to kindly include the provision of having Minimum amount available at all times in the escrow account and this amount should be equivalent to Operator's fees of at least next 3 immediate months. This should be guaranteed by Shimla Municipal Corporation and State Government. | Refer Appendix-H to the Addendum |

| | | | |
|-----|---|--|--|
| 323 | General Query - Action on Default of payment by Consumer | <p>In the event of default of payment by the consumer and if the Concessionaire reports the same to the Authority for approval of permission of disconnection then Concessionaire should be authorized by the Authority within 7 days of putting up the request to disconnect such connection.</p> <p>If the Authority fails to provide the necessary approval on time then for such period of delay, the lapsed and accrued amount would be Authority's liability and the said amount would be considered for volume of water billed and collected. This provision should be included in the DCA.</p> | Refer Appendix-F to the Addendum |
| 324 | General Query | <p>We request you to consider increasing the deadline of tender Submission by at least 120 days considering the unique nature, vast scope and complexities of the Project. This would help the bidder to assess the Project adequately before bidding.</p> | The last date for submission of proposals is 17th July 2012. |
| 325 | Volume-I (RFP), Disclaimer, clause 2.5.1 and Volume - II (DCA) Article 8 Refer RFP Doc. | <p>Authority is aware that information available in Schedules forms the basis for submission of bid for concessionaire. We presume that any variation in this will be dealt in accordance with change in scope, please confirm.</p> | Yes. |

| | | | |
|------------|---|--|--|
| <p>326</p> | <p>Volume - 1 (RFP), "Project" Clause 1.1.1, Page No. 10 of 83 Volume-II (DCA), Article 40, "Service Area"</p> <p>The Shimla Municipal Corporation, represented by the Commissioner (the "Authority") is engaged in the provision of Municipal Services in the city of Shimla and as part of this endeavour, the Authority has decided to undertake development and operation/maintenance of the Water Supply and Sewerage System of the Shimla City (the "Project") through Public-Private Partnership (the "PPP") on Build, Operate and Transfer (the "BOT") basis, and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded.</p> <p>"Service Area" shall mean the municipal limits of Shimla as demarcated in the map forming part of the Schedule A and in which water supply services have to be extended (if not already present) by the Concessionaire on a 24X7 basis as per the terms of this Agreement</p> | <p>We understand that the obligations of the Concessionaire shall be limited to the scope set forth in Schedule B (Development of Water Supply and Sewerage System). All additional works shall be dealt under Article 15 (Change of Scope) of the concession agreement. Authority may please clarify and confirm.</p> <p>Similarly, definition of Service Area is equivocal as the map of Shimla city, as such, cannot be considered as service area for the Concessionaire. No map demarcating battery limits for the Concessionaire has been found in Schedule -A.</p> <p>Therefore, we request the Authority to provide definite battery limits to enable the Bidders to assess risk and cost of development for bidding purposes.</p> | <p>Refer Appendix-A to the Addendum</p> |
|------------|---|--|--|

| | | | |
|-----|--|---|--|
| 327 | Volume - 1 (RFP), Clause 1.2.1 & 2.21, Shortlisting and notification, Appendix-I | We have earlier participate in RFQ issued by the Authority in July 2011 and have been shortlisted/ qualified based on our technical proposal inter alia RFQ application submitted to Authority. Qualification letter has been issued by the Authority on 08-09-2011. | The bidders (i.e. the new bidders including those who were not shortlisted during the RFQ stage) shall be required to submit both the Technical and Financial Proposals. |
| | <p>The Authority has adopted a single stage process (referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first step shall include evaluation of the Technical Proposal to qualify the interested parties/consortia who make a Bid in accordance with provisions of this RFP (the "Bidder", which expression shall, unless repugnant to the context, include the Members of the Consortium) and second step shall refer to evaluation of Financial Proposals of the qualified Bidders. Prior to submission of Bid, the Bidder (including the bidders who were not shortlisted during the last bidding process) shall pay to the Authority a sum of Rs.2,000 (Rupees Two Thousand only), as cost of the RFP document and Rs 20,000/- (Rupees twenty thousand only), as the cost of the Bidding Process. Both the amounts shall be either in the form of Pay Order or Demand draft in favour of Shimla Municipal Corporation payable at Shimla.</p> <p>However, it is pertinent to mention here that the bidder</p> | <p>Therefore, we request Authority to kindly waive submission of Technical Proposal for us and it shall be deemed that the earlier shortlisted bidders' technical proposal is acceptable to the Authority. In other words, the Bidders shortlisted on 08-09-2011 shall not be disqualified from bidding process on grounds of non-submission of Technical Proposal and they shall have deemed to have been qualified in Technical Proposal (first step) of single stage bidding adopted by the Authority as per latest revised version of RFP. Already shortlisted Bidders shall be exempted from submission requirement of Appendix-I.</p> | <p>However, the bidders, who were pre-qualified during the RFQ process, shall be required to submit only the Financial Proposal, alongwith an Affidavit wherein it shall be clearly stated that till date there has been no change in the consortium/ JV and the consortium shall abide by all the terms of the existing RFP document and the Addendum issued subsequently. Failing which, the bidders shall be required to submit the fresh Proposals (i.e. both the Technical and Financial Proposals)</p> |

| | | | |
|-------------------|---|---|--|
| <p>328</p> | <p>Volume-I, RFP. Clause 1.2.4, 3.6.2 and Volume-II(DCA) Article-40, Definitions Bids are invited for the Project on the basis of the lowest volumetric rate (the "Volumetric Rate") required by the Bidder for implementing the Project. The Bidder shall be required to submit the Volumetric Rate, as per the format laid down in Appendix-V. The concession period is pre-determined, as indicated in the Concession Agreement. The Volumetric Rate shall constitute the sole criteria for evaluation of Bids. Subject to Clause Error! Reference source not found., the Project will be awarded to the Bidder quoting the lowest Volumetric Rate.</p> | <p>Typographical error. Clause may please be revised with correct clause reference. Volumetric Rate may please be defined under Concession Agreement.</p> | <p>The Volumetric Rate shall be quoted as Rs _____ per kilo litre.</p> |
|-------------------|---|---|--|

| | | | |
|-----|---|---|-----------|
| 329 | <p>Volume-I (RFP), Clause 1.2.5</p> <p>Generally, the Lowest Bidder shall be the Selected Bidder. 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 Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.</p> | <p>If Bidder has submitted its bid in due compliance with bidding documents and bid is responsive as per criteria laid down in Tests for responsiveness clause 2.19 of RFP, his bid shall not be liable for rejection.</p> <p>Therefore, words "or is not selected for any reason" may please be deleted from the clause.</p> | No Change |
| 330 | <p>Volume-I (RFP), clause 2.2(c), limb(iv)</p> <p>For determining the eligibility of Bidders for their qualification/short-listing hereunder, the following shall apply:.....</p> <p>(iv) such Bidder has the same legal representative for the purposes of the Bid as any other Bidder</p> | <p>This is a very strict condition for Bidders. Generally as per fair industry practice, Bidder will not interact with other Bidders in the same project on or before the award. It is extremely difficult to know about other Bidder consultants. Therefore, request deletion of such condition.</p> | No Change |

| | | | |
|------------|---|--|----------------------------|
| 331 | <p>Volume-I (RFP), clause 2.2(d)</p> <p>A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the 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 date of commercial operation of the Project.</p> | <p>Authority is requested to provide details of legal, financial or technical adviser of the Authority in relation to the Project.</p> | Cannot be provided. |
|------------|---|--|----------------------------|

| | | | |
|------------|---|--|------------------|
| 332 | Volume-I Clause 3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement. | Changes/ modification/ alterations in the Draft Concession Agreement (DCA) mutually agreed to anytime before signing of the Concession Agreement are to be incorporated in the Concession Agreement | No Change |
|------------|---|--|------------------|

| | | | |
|------------|---|---|------------------|
| 333 | <p>Volume-1 (RFP) sub-clause 2.12.5.6, Bid Security</p> <p>The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.12.5.7 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.</p> | <p>Such Damages shall be limited to maximum 5% of the Bid Security amount. Authority to please confirm.</p> | No Change |
|------------|---|---|------------------|

| | | | |
|-----|---|---|---|
| 334 | <p>Volume-1 (RFP) sub-clause 2.12.5.7 & 3.6.7, LOA, Concession Agreement signing, Project Development Fee.</p> <p>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, under the following conditions:</p> <p>(d) In the case of Selected Bidder, if it fails within the specified time limit: -</p> <p>(i) to sign and return the duplicate copy of LOA;</p> <p>(ii) to furnish the Construction Performance Security within the stipulated time period;</p> <p>(iii) to furnish the Project Development Fee; or</p> <p>(iv) to sign the Concession Agreement.</p> | <p>Format of LOA to be provided along with the bid documents for review of Bidders.</p> <p>(ii) Please define what the consideration for "Project Development Fee" is. This fee should be refunded to the Bidder along with Bid Security.</p> <p>(iii) Signing of Concession Agreement is a mutual responsibility. Selected bidder shall put his best efforts to sign CA within stipulated time. However, no Damages to be levied on the Selected Bidder for any delays in signing of Concession Agreement due to reasons beyond his control.</p> | <p>There is no standard format for LOA.</p> <p>No. The Project Development Fee is non-refundable.</p> <p>No Change</p> |
| 335 | <p>Volume-1 (RFP) sub-clause 2.13.2 (v), Sealing and Marking of Bids, Volume-II, DCA, Article 7 (g)</p> <p>Copy of and AOA, of the Bidder being a body corporate</p> | <p>In case of Consortium, where member is a foreign entity incorporated outside India, other constitutional documents applicable as per laws of land of the particular country outside India may be allowed.</p> | <p>Yes. However, the same need to duly legalized/ apostilled, in order to make it operational in India.</p> |

| | | | |
|-----|---|---|-----------|
| 336 | <p>Volume-I, RFP, Appendix - V, Letter comprising the Financial Proposal Change of Ownership</p> <p>16) 1/ We acknowledge and undertake that if our Consortium is pre-qualified 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 per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. 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.</p> <p>20) In the event of my/our being declared as the Selected 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. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.</p> <p>23) The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft</p> | <p>16) For reasons of tough economic scenarios in India and abroad, we would request the Authority to provide equity exit route upon commercial operation is achieved for upgraded system. Also, it is requested to relax the condition for holding equity share capital for a value of 5% of the Total Project Cost.</p> <p>Therefore, the clause may be modified as follows: 1/ We acknowledge and undertake that if our Consortium is pre-qualified 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 per cent) of the subscribed and paid-up equity of the Concessionaire. 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.</p> <p>20) Concessionaire would like to reserve the right to seek/ request changes/ modifications in the Concession Agreement to the Draft Concession Agreement before the date of signing of the Concession Agreement.</p> <p>23) This clause is not applicable to Bidder for this Project. Request the Authority to delete this clause.</p> | No Change |
|-----|---|---|-----------|

| | | | |
|-------------------|---|--|-------------------------|
| <p>337</p> | <p>Volume-I, RFP, Appendix -VI Bank Guarantee for Bid Security 1) Article 1. In consideration of you, the Commissioner, Municipal Corporation, Shimla, having its office at _____, without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we..... having our registered office at..... of its branches at..... to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 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</p> | <p>Bid Security shall be given pursuant Bidder's compliance to RFP documents only. Therefore, request to delete words "without limitation the draft concession agreement" from Article 1. 2) While issuance of the Bank Guarantee, Banks insist on an additional clause at the end of the text of bank guarantee. This clause clarifies the amount and validity of the Bank Guarantee. We therefore request you to add the following clause at the end of to the Bank guarantee format - "Notwithstanding anything contained herein above: 1. Our Liability under this Bank Guarantee shall not exceed RsCr. (Rupees Twelve Crores and Seventy Three Lakhs Only). 2. This Bank Guarantee shall be valid upto ***** (Indicate date falling 180 days after the Bid Due Date), and 3. We shall be liable to pay guaranteed amount under this bank guarantee or part thereof only if we receive (if you serve upon us) a written claim or demand under this guarantee on or before ***** (indicate date falling 180 days after the Bid Due Date) at ***** (Bank Name)"</p> | <p>No Change</p> |
|-------------------|---|--|-------------------------|

| | | | |
|-----|---|--|---------------------|
| 340 | <p>Volume-II, DCA, Article 2 (a), (d), Article 40</p> <p>1) Definition of Specifications and Standards</p> <p>2) (d) Construction of the Water Supply and Sewerage System in the Service Area set forth in Schedule - A and as specified in Schedule-B and in conformity with Specifications and Standards set forth in Schedule -C.</p> | <p>Clause refers to Schedule-C as Specifications and Standards. However, definition refers to Schedule-D as Specifications and Standards. Discrepancy may please be removed.</p> <p>Scope of construction and operation for the existing assets/ services shall be limited to the service area for which complete details have been provided to the Concessionaire as per clause 4.1.2 (a) of the DCA. Accordingly the liability of the Concessionaire under this clause shall be limited to construction of new assets for system upgradation only in accordance with Schedule-B (Development of Water Supply and Sewerage System).</p> | Refer point no. 422 |
| 341 | <p>Volume-II, DCA, Article 3 (f)</p> <p>during the Operations Period, option to utilize the services of employees assigned by the Authority for the purpose of provisioning of Services to Users in the Service Area. However, the Concessionaire shall be required to bear all the costs and expenses i.e. salaries etc of the employees, as assigned by the Authority;</p> | <p>Kindly replace "Concessionaire" by "Authority" in the second sentence.</p> <p>Please modify as follows:</p> <p>during the Operations Period, option to utilize the services of employees assigned by the Authority for the purpose of provisioning of Services to Users in the Service Area. However, the Authority shall be required to bear all the costs and expenses i.e. salaries etc of the employees, as assigned by the Authority;</p> | No Change |

| | | | |
|-------------------|---|--|-------------------------|
| <p>342</p> | <p>Volume-II, DCA, Article 4, Article 40, Article 10.1</p> <p>Conditions Precedent</p> <p>4.1.1 Save and except as expressly provided in Articles , 9, 10, 20, 27, 36 and 39, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause</p> <p>4.1 (the "Conditions Precedent").</p> <p>4.1.2 (a), 10.1: Easementary Rights</p> <p>4.1.2 Schedule for Project Facilities vis a vis definition of Project Facilities under Article 40.</p> <p>4.1.2 Performance Security</p> <p>4.1.3 (a) Land acquisition details, forest/ environmental clearances, details of present status of existing sewerage system, description of old existing sewerage system</p> <p>4.1.3 (a) Bye Laws</p> <p>4.1.3 (b) suggestions/ amendments to DPR</p> <p>4.1.3 (e) Applicable Permits, Schedule-D</p> | <p>4.1.1 Article 4 shall be incorporated in this clause. Modified clause shall be as follows: Save and except as expressly provided in Articles 4, 9, 10, 20, 27, 36 and 39, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "Conditions Precedent").</p> <p>4.1.2 (a) Appropriate definition may be incorporated under Article 40.</p> <p>4.1.2 Schedule for Project Facilities have not been issued along with RFP documents. Authority is requested to remove discrepancies from DCA.</p> <p>4.1.2 Authority is requested to incorporate an overriding provision regarding Performance Security as a condition precedent under this clause 4.1.2, allowing the Concessionaire to submit Construction Performance Security within 150 days of the Concession Agreement date or mutually agreed time period. Article 9 Performance Security should be modified accordingly.</p> <p>4.1.3 (a) Request the Authority to delete respective scope of the Concessionaire under DPR to be submitted as a condition precedent, as all such details are required by the Concessionaire from the Authority before Appointed Date and therefore, should be made as Conditions Precedent of Authority under clause 4.1.2 instead.</p> <p>4.1.3 (a) We understand that our obligations shall be governed by MSW Rules 2000 only. Please clarify and provide details of other byelaws applicable.</p> | <p>No Change</p> |
|-------------------|---|--|-------------------------|

| | | | |
|-------------------|--|--|-------------------------|
| <p>343</p> | <p>Volume-II, DCA, Article 4.1.7 The later of the date of notification of compliance to the Concessionaire or the Government shall be the Appointed Date, whereupon the obligations of the Parties under this Concession Agreement shall commence and whereon the Government shall issue the Notice to Commence to the Concessionaire.</p> | <p>Kindly reword this clause as follows: The later of the date of notification of compliance by the Concessionaire or the Authority shall be the Appointed Date, whereupon the obligations of the Parties under this Concession Agreement shall commence and whereon the Authority shall issue the Notice to Commence to the Concessionaire.</p> | <p>No Change</p> |
| <p>344</p> | <p>Volume-II, DCA, Article 4.2.2 Damage for delay by the Government</p> | <p>1) Since Authority will directly entered into concession agreement with the Concessionaire and the Government shall be a guarantor for the Authority. It is requested that the Authority directly undertakes to pay Damages to the Concessionaire. 2) We request you to kindly maintain uniformity in the Damages due to delay and scale down the damages of the concessionaire to 0.1% of the Construction Performance Security. 3) As stated in above queries, we request submission of Construction Performance Security within 150 days of signing of concession agreement, as a condition precedent of the Concessionaire.</p> | <p>No Change</p> |

| | | | |
|-------------------|---|--|-------------------------|
| <p>345</p> | <p>Volume-II, DCA, Article 4.2.2 Damages for delay by the Concessionaire In the event when the maximum damages as above has become payable and the Concessionaire has still not been able to procure fulfillment of any or all the condition Precedent set forth in Clause 4.1.3 and the period for achievement of the same has not been mutually extended then the Government shall be liable to forfeit the Construction Performance Security submitted before the signing of the Concession Agreement.</p> | <p>Maximum liability for non-fulfilment of Conditions Precedent by the Concession shall be limited to 20% of Construction Performance Security. Forfeiture by Authority, if required under concession agreement, shall be limited to such amount. Kindly confirm.</p> | <p>Yes.</p> |
| <p>346</p> | <p>Volume-II, DCA, Article 5.2.2, Article 40, Project Agreements Project Agreements means this Agreement, the Financing Agreements, EPC Contract, O&M Contract and any other agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement and the Substitution Agreement;</p> | <p>Authority will appreciate that it will be extremely difficult for the Concessionaire to obtain approval of draft agreements for lesser value of work and this procedural requirement will have delaying impact on Project completion. Therefore, Authority is requested to modify the provision as follows: Project Agreements means this Agreement, the Financing Agreements, EPC Contract, O&M Contract and any other agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement and the Substitution Agreement, or any other agreement involving a consideration upto Rs 5 crores.</p> | <p>No Change</p> |

| | | | |
|-----|--|--|----------------------------|
| 347 | Volume-II, DCA, Article 5.2.3, Article 40, Debt Due Definition of Debt Due | <p>Authority is requested to incorporate suitable definition of Debt Due as follows:</p> <p>"Debt Due" means the aggregate of the following sums expressed in Indian Rupees on the Transfer Date:</p> <p>(a) The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost ("the "principal").</p> <p>(b) All accrued interest, financing fees and charges payable under the Financing Agreements on, or, in respect of, the debt referred to in sub-clause (a) above until the Transfer Date.</p> <p>(d) Any subordinate debt which is included in the Financial Agreement and disbursed by lenders for financing the Total Project Cost.</p> | Refer point no. 38 |
| 348 | Volume-II, DCA, Article 6.1.2 (b) handover the operation and maintenance of the Project Facilities to the Concessionaire for implementation of the Project; | <p>Kindly modify 6.1.2 (f) as follows:</p> <p>(b) handover the operation and maintenance of the Project Facilities to the Concessionaire upon Appointed Date for implementation of the Project;</p> <p>Kindly incorporate 6.1.2 (h) as follows:</p> <p>(h) Upon receipt of written notice from Concessionaire stating his readiness to commission the system upgradation, the Authority shall assist the Concessionaire in commissioning by providing quality raw material in required quantities, amenities such as power, water etc, permits, land and other prerequisites to the Concessionaire.</p> | No Change |
| 349 | Volume-II, DCA, Article 6.2 Maintenance obligations prior to Appointed Date | <p>this regard it may be clarified as to what is the mechanism for keeping a record and quantification of the condition of the Water Supply and Sewerage System, 7 days prior to the last date of bid submission.</p> | Refer point no. 302 |

| | | | |
|------------|---|--|-------------------------|
| <p>350</p> | <p>Volume-II, DCA, Article 7 (k): Representation and Warranties</p> <p>it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the Bidder/Concessionaire acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members and continues to commit that the Lead Member shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire; and other consortium members shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 20% (twenty per cent) of the subscribed and paid up equity of the Concessionaire. However, it is being clarified here that the</p> | <p>ndly delete the emboldened text and revise the clause as follows:</p> <p>shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the Bidder/Concessionaire acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members and continues to commit that the Lead Member shall, commercial operation of the Project, hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire; and other consortium members shall, until the date of commercial operation of the Project, hold equity share capital representing not less than 15% (twenty per cent) of the subscribed and paid up equity of the Concessionaire. However, it is being clarified here that the Lead member shall ensure to hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire, throughout the Concession Period;</p> | <p>No Change</p> |
|------------|---|--|-------------------------|

| | | | |
|-------------------|--|---|-------------------------|
| <p>351</p> | <p>Volume-II, DCA, Article 9: Performance Security, Schedule-S</p> <p>9.1.1: The Concessionaire shall ensure that for the entire Concession Period, it will maintain Performance Security (i.e. the Construction Performance Security and O&M Performance Security) as specified in Schedule S and in the format as specified in Schedules E1 and E2, which shall remain valid at all times through the period specified.</p> <p>9.1.4: Notwithstanding anything to the contrary contained in this Agreement, in the event applicable Performance Security is not provided by the Concessionaire within the time period as stipulated within this Agreement, then all the rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.</p> | <p>Since construction starts from the Appointed Date it is requested to the Authority that the Concessionaire should be allowed 150 days for submission of Performance Security (i.e Construction Performance Security). This may be incorporated as a condition precedent of the Concessionaire under Article 4.</p> <p>All tariffs are being deposited in the Escrow Account. O&M Performance Security is an additional and unwarranted liability on the Concessionaire, as the Authority have necessary recourse under Escrow Account in case the Concessionaire is in breach of O&M Requirements. Therefore, we request deletion of O&M Performance Security from Article 9 and Schedule-S.</p> <p>Clause 9.1.4 may be modified as follows: Notwithstanding anything to the contrary contained in this Agreement, in the event applicable Performance Security is not provided by the Concessionaire within 150 days of signing of this Agreement or such time as may be mutually agreed between the parties for fulfilment of Conditions Precedent, then all the rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.</p> | <p>No Change</p> |
|-------------------|--|---|-------------------------|

| | | | |
|------------|---|--|-------------------------|
| <p>352</p> | <p>Volume-II, DCA, Article 9.2: Performance Security</p> <p>Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the applicable Performance Security as Damages for such Concessionaire Default or failure to meet any Condition Precedent.</p> | <p>Clause may be modified as follows:</p> <p>on occurrence of a Concessionaire Default or failure to meet any Condition Precedent, provided the reasons for failure to meet Conditions Precedent are solely attributable to the Concessionaire, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the applicable Performance Security as Damages for such Concessionaire Default or failure to meet any Condition Precedent.</p> | <p>No Change</p> |
|------------|---|--|-------------------------|

| | | | |
|-----|--|--|-------------------------|
| 353 | <p>Volume-II, DCA, Article 10.3.2: Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way to the Site, and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2.</p> | <p>please delete words "Without prejudice to the provisions of Clause 10.3.1" in the beginning of this sub-clause.</p> | <p>No Change</p> |
| 354 | <p>Volume-II, DCA, Article 10.3.5: r</p> | <p>Since 100% vacant access to Site to be made available by the Authority as a Condition Precedent prior to the Appointed Date, this clause is not applicable. Therefore, request deletion of this clause.</p> | <p>No Change</p> |

| | | | |
|-------------------|--|---|-------------------------|
| <p>355</p> | <p>Volume-II, DCA, Article 11.2 Shifting of obstructing utilities The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.</p> | <p>Kindly modify as follows: Shifting of obstructing utilities The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost of such shifting plus reasonable profits shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, e Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.</p> | <p>No Change</p> |
|-------------------|--|---|-------------------------|

| | | | |
|-------------------|---|---|-------------------------|
| <p>356</p> | <p>Volume-II.DCA, Article 11.4 Felling of trees The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.</p> | <p>Kindly modify this provision as follows: Felling of trees The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost plus reasonable profits of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.</p> | <p>No Change</p> |
|-------------------|---|---|-------------------------|

| | | | |
|-----|--|--|---|
| 357 | Volume-II, DCA, Article 12.2, Drawings respect of the Concessionaire's obligations with respect to the Drawings of the Water Supply and Sewerage System as set forth in Schedule-H , the following shall apply: | Schedule-H shall be replaced with Schedule-G | Here, in Article 12.2 of the draft Concession Agreement, Schedule H is being replaced by Schedule-G. |
| 358 | Volume-II, DCA, Article 14.2, Completion Certificate Refer clause 14.2 of DCA | Please insert the following text at the end of this Article: In case the Independent Engineer fails to issue Completion Certificate in accordance with Clause 14.2 within 14 days of such Completion of Works and the Tests determined to be successful, it shall be deemed that the Concessionaire has obtained the Completion Certificate in accordance with the concession agreement. | No Change |
| 359 | Volume-II, DCA, Article 14.3, Provisional Certificate Refer clause 14.3 of DCA | Please insert the following text at the end of this Article: In case the Independent Engineer fails to issue Provisional Certificate in accordance with Clause 14.3 within 14 days of request made by the Concessionaire, it shall be deemed that the Concessionaire has obtained the Provisional Certificate in accordance with the Concession Agreement. | No Change |

| | | | |
|-----|---|--|------------------|
| 360 | <p>Volume-II, DCA, Article 14.4, Completion of Punch Lists</p> <p>All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the</p> | <p>Please replace the emboldened text with the the following text at the end of this Article:</p> <p>If completion of any Punch List items is delayed for reasons of the Authority or due to Force Majeure, the Concessionaire shall be excused from performing its obligations hereunder (Completion of Punch List) and no damages shall be applicable.</p> | No Change |
|-----|---|--|------------------|

| | | | |
|-----|---|---|------------------|
| 361 | Volume-II, DCA , Article 14.7 , Damages for delay Please refer clause 14.7 | Insert at the end of clause: Subject to a maximum of 10% of Construction Performance Security amount. | No Change |
| 362 | Volume-II, DCA , Article 15.3.2 (Change of Scope) Notwithstanding anything to the contrary contained in Clause 15.3.1 , all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 15.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Escrow Account within a period of 180 (one hundred and eighty) days of the Project Completion Date. | Please delete the following text in this clause: Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 15.3.1 . In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Escrow Account within a period of 180 (one hundred and eighty) days of the Project Completion Date. | No Change |

| | | | |
|-------------------|--|---|-------------------------|
| <p>363</p> | <p>Volume-II, DCA, Article 16.1.2(d) Upon intimation by the Authority, providing water or and sewerage connection to a property within 7 (seven) days from receipt of such intimation.</p> | <p>Seven days is too shorter period for providing water/ sewerage connection anywhere across battery limits. We suggest the clause to be modified as under: Upon intimation by the Authority, providing water or and sewerage connection to a property within a reasonable time period from receipt of such intimation.</p> | <p>No Change</p> |
|-------------------|--|---|-------------------------|

| | | | |
|-------------------|--|--|-------------------------|
| <p>364</p> | <p>Volume-II,DCA, Article 16.7.1 Authority's right to take remedial measures 16.7.1 In the event the Concessionaire does not maintain and/or repair the Water Supply and Sewerage System or any part thereof in conformity with the O&M Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages.</p> | <p>Kindly modify: 16.7.1 In the event the Concessionaire does not maintain and/or repair the Water Supply and Sewerage System or any part thereof in conformity with the O&M Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 10% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages</p> | <p>No Change</p> |
|-------------------|--|--|-------------------------|

| | | | |
|-----|--|---|---|
| 365 | <p>Volume-II,DCA, Article 16.9</p> <p>16.9 Restoration of loss or damage to Water Supply and Sewerage System Save and except as otherwise expressly provided in this Agreement, in the event that the Water Supply and Sewerage System or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Water Supply and Sewerage System conforms to the provisions of this Agreement.</p> | <p>Please Modify:</p> <p>Save and except as otherwise expressly provided in this Agreement, in the event that the Water Supply and Sewerage System or any part thereof suffers any loss or damage during the Concession Period from any cause for which reasons are solely attributable to the Concessionaire, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Water Supply and Sewerage System conforms to the provisions of this Agreement.</p> | <p>No Change</p> |
| 366 | <p>Volume-II,DCA, Article 21.2.1, Article 40.</p> <p>Total Project Cost</p> | <p>Authority is requested to provide Estimated Project Cost including its detailed break up and the basis/ calculations for arriving the same.</p> | <p>The Bidders shall be required to carry out its own due diligence.</p> |

| | | | |
|-----|---|---|---|
| 367 | Volume-II,DCA, Article 21.2.4 Refer cl 21.2.4 | Lenders normally stipulate 25% to 50% upfront equity before disbursing any loan. Hence, it is proposed that the Authority shall start disbursement of grant after 50% of the equity has been spent by the bidder. Thus, the Clause 25.2.3 may be modified as " Equity support shall be due and payable to the Concessionaire after it has expended 50% of the Equity amount so requested by the Concessionaire, and shall be disbursed proportionately along with the loan funds thereafter remaining to be disbursed by the Senior Lenders under the Financial Agreement, The Authority shall disburse each tranche of the Equity Support as and when due, but no later than 15 (fifteen) days of receiving a request from the Concessionaire along with necessary particulars. | No Change |
| 368 | Volume-II,DCA, Article 22: Service Fee Service Fee | Authority is requested to specify minimum guaranteed monthly usage of water in Shimla. This figure should be increased annually by the annual revision in WPI. Payment for any shortfall from the guaranteed amount shall be paid by the Authority to the Concessionaire within 30 days of receipt of claim. | No guarantee shall be provided by the Authority. |
| 369 | Volume-II,DCA, Article 22: Service Fee Service Fee | Kindly clarify how the sewerage quantity handled by the Concessionaire will be billed to Customers and the mechanism for annuity payments to the Concessionaire by the Authority. | No separate billing on account of sewerage system will be raised by the Concessionaire. The O&M cost of the Concessionaire thereof shall be met out from Service Fee against water billed and collected. |

| | | | |
|------------|------------------------------------|--|---------------------------|
| 370 | Volume-II, DCA, Article 23: Tariff | 1) Tariff Notification not enclosed Tariff collected by the Concessionaire against water bills shall be in addition to payments for Service Fee. Please confirm. Kindly specify the mechanism for collection of Tariff for Sewerage collected. | Refer point no. 48 |
|------------|------------------------------------|--|---------------------------|

| | | | |
|------------|--|--|---|
| <p>371</p> | <p>Volume-II,DCA, Article 24.3: Escrow Agreement Withdrawals during Concession Period:</p> <p>24.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out there from in the month when due:</p> <p>(a) all withdrawals by the Authority, such that the minimum balance in the Escrow Account is maintained at a minimum balance as per the requirements of the Escrow Bank; and</p> <p>(b) in the event that the Service Fee has been due to the Concessionaire for a period exceeding 30 (thirty) days from the day such invoice has been raised by the Concessionaire; the Concessionaire shall be allowed to withdraw such amount</p> | <p>Kindly revise as follows:</p> <p>24.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out there from in the month when due:</p> <p>(a) all taxes due and payable by the Concessionaire for and in respect of the Project;</p> <p>(b) all payments relating to construction of Water Supply and Sewerage System;</p> <p>(c) O&M Expenses;</p> <p>(d) in the event that the Service Fee or Tariff has been due to the Concessionaire for a period exceeding 30 (thirty) days from the day such invoice has been raised by the Concessionaire;</p> <p>(e) monthly proportionate provision of principal, interest, financing charges due and payable to Senior and other subordinate lenders due in an Accounting Year;</p> <p>(f) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire;</p> <p>(g) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;</p> <p>(h) balance, if any, in accordance with the instructions of the Concessionaire.</p> <p>on termination, the Concessionaire shall be entitled to withdraw all payments due to him for construction and O&M Expenses, Service Fee, Tariff, other revenues upon such termination in accordance with the Concession Agreement.</p> | <p>Refer Appendix H to the Addendum.</p> |
|------------|--|--|---|

| | | | |
|------------|---|--|-------------------------|
| <p>372</p> | <p>Volume-II, DCA, Article 25.4: Remedy for failure to insure If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.</p> | <p>Insurance Cover will be minimum Rs 500 crores depending on Total Project Cost for the entire Water Supply and Sewerage System. Reasonable cost of procuring similar insurance policy shall be paid by the Concessionaire, in the event of termination. Therefore, please modify this provision accordingly.</p> | <p>No Change</p> |
|------------|---|--|-------------------------|

| | | | |
|-------------------|---|---|---|
| <p>373</p> | <p>Volume-II, DCA, Article 27.9 Termination Payment for Force Majeure Event 27.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to twice the average of the previous 6 (six) months' Service Fee . 27.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to the total of the previous 6 (six) months' Service Fee. 27.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 37.3.2 as if it were a Authority Default.</p> | <p>Termination Payment for Force Majeure Event 27.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 100% of Debt Due. 27.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 100% Debt Due and 125% of Adjusted Equity. 27.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 37.3.2 as if it were a Authority Default.</p> <p>here: "Debt Due" means the aggregate of the following sums expressed in Indian Rupees on the Transfer Date: (a) The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost ("principal"). (b) All accrued interest, financing fees and charges payable under the Financing Agreements on, or, in respect of, the debt referred to in sub-clause (a) above until the Transfer Date. (d) Any subordinate debt which is included in the Financial Agreement and disbursed by lenders for financing the Total Project Cost.</p> <p>"Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), to the extent of the variation in WPI occurring between the Appointed Date and the Reference Date.</p> | <p>For Termination Payments, please refer point no. 35 and 248.</p> <p>For definition of "Debt Due" and Adjusted Equity", please refer point no. 37 and 38.</p> |
|-------------------|---|---|---|

| | | | |
|------------|---|---|--|
| <p>374</p> | <p>Volume-II.DCA, Article 30.3 Termination Payment 30.3.1 Upon Termination on account of a Concessionaire Default during the Concession Period, no Termination Payment shall be due or payable to the Concessionaire by the Authority and the applicable Performance Security and any other amount (as available in the Escrow Account) shall be forfeited by the Authority. 30.3.2 Upon Termination on account of a Authority Default, the Authority shall refund back the applicable Performance Security and any other amount (as available in the Escrow Account) and pay to the Concessionaire, by way of Termination Payment, an amount equal to: (a) a sum total of the previous 6 (six) months' Service Fee; and (b) 150% (one hundred and fifty per cent) of the Adjusted Equity.</p> | <p>ndly modify the clause as follows: 30.3.1 (a) Upon Termination on account of a Concessionaire Default on or before commercial operation or the date of issuance of Provisional Certificate, no Termination Payment shall be due or payable to the Concessionaire by the Authority and the applicable Performance Security and any other amount (as available in the Escrow Account) shall be forfeited by the Authority, (b) Upon Termination on account of a Concessionaire Default during the Concession Period, the Authority shall pay to the Concessionaire, by way of Termination Payment , an amount equal to 100% of Debt Due. 30.3.2 Upon Termination on account of a Authority Default, the Authority shall refund back the applicable Performance Security and any other amount (as available in the Escrow Account) and pay to the Concessionaire, by way of Termination Payment, an amount equal to: (a) a sum total of the previous 6 (six) months' Service Fee; (b) 150% (one hundred and fifty per cent) of the Adjusted Equity; d (c) Debt Due.</p> | |
|------------|---|---|--|

| | | | |
|-----|---|--|---|
| 375 | DCA, Article 24, Escrow Account | <p>In the initial years of the project, the tariff collected from the consumers may be not able to sustain the Operator's fee. Accordingly to address this we request for the following mechanism for the Escrow;</p> <ul style="list-style-type: none"> - The principal municipal fund should be escrowed to the Operator Fees. - All the other receipts from water and other sources should be routed to this municipals fund. - This arrangement should guaranteed and backed up by Shimla Municipal Corporation and the State Government. | Refer Appendix-H to the Addendum |
| 376 | DCA, Article 24, Escrow Account, Page no. 58 | <p>We request you to kindly include the provision of having Minimum amount available at all times in the escrow account and this amount should be equivalent to Operator's fees of at least next 3 immediate months.</p> <p>This should be guaranteed by Shimla Municipal Corporation and State Government.</p> | Refer Appendix-H to the Addendum |
| 377 | Volume-I (RFP), Disclaimer, clause 2.5.1 and Volume - II (DCA) Article 8 Refer RFP Doc. | <p>Authority is aware that information available in Schedules forms the basis for submission of bid for concessionaire. We presume that any variation in this will be dealt in accordance with change in scope, please confirm.</p> | Yes. |

| | | | |
|-------------------|---|--|--|
| <p>378</p> | <p>Volume - 1 (RFP), "Project" Clause 1.1.1, Page No. 10 of 83 Volume-II (DCA), Article 40, "Service Area"</p> <p>The Shimla Municipal Corporation, represented by the Commissioner (the "Authority") is engaged in the provision of Municipal Services in the city of Shimla and as part of this endeavour, the Authority has decided to undertake development and operation/maintenance of the Water Supply and Sewerage System of the Shimla City (the "Project") through Public-Private Partnership (the "PPP") on Build, Operate and Transfer (the "BOT") basis, and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded.</p> <p>"Service Area" shall mean the municipal limits of Shimla as demarcated in the map forming part of the Schedule A and in which water supply services have to be extended (if not already present) by the Concessionaire on a 24X7 basis as per the terms of this Agreement</p> | <p>We understand that the obligations of the Concessionaire shall be limited to the scope set forth in Schedule B (Development of Water Supply and Sewerage System). All additional works shall be dealt under Article 15 (Change of Scope) of the concession agreement. Authority may please clarify and confirm.</p> <p>Similarly, definition of Service Area is equivocal as the map of Shimla city, as such, cannot be considered as service area for the Concessionaire. No map demarcating battery limits for the Concessionaire has been found in Schedule -A.</p> <p>Therefore, we request the Authority to provide definite battery limits to enable the Bidders to assess risk and cost of development for bidding purposes.</p> | <p>Please refer Appendix-D to the Addendum.</p> |
|-------------------|---|--|--|

| | | | |
|------------|--|--|--|
| <p>379</p> | <p>Volume - 1 (RFP), Clause 1.2.1 & 2.21, Shortlisting and notification, Appendix-I</p> <p>The Authority has adopted a single stage process (referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first step shall include evaluation of the Technical Proposal to qualify the interested parties/consortia who make a Bid in accordance with provisions of this RFP (the "Bidder", which expression shall, unless repugnant to the context, include the Members of the Consortium) and second step shall refer to evaluation of Financial Proposals of the qualified Bidders. Prior to submission of Bid, the Bidder (including the bidders who were not shortlisted during the last bidding process) shall pay to the Authority a sum of Rs.2,000 (Rupees Two Thousand only), as cost of the RFP document and Rs 20,000/- (Rupees twenty thousand only), as the cost of the Bidding Process. Both the amounts shall be either in the form of Pay Order or Demand draft in favour of Shimla Municipal Corporation payable at Shimla.</p> <p>However, it is pertinent to mention here that the bidder</p> | <p>We have earlier participate in RFQ issued by the Authority in July 2011 and have been shortlisted/ qualified based on our technical proposal inter alia RFQ application submitted to Authority. Qualification letter has been issued by the Authority on 08-09-2011.</p> <p>Therefore, we request Authority to kindly waive submission of Technical Proposal for us and it shall be deemed that the earlier shortlisted bidders' technical proposal is acceptable to the Authority. In other words, the Bidders shortlisted on 08-09-2011 shall not be disqualified from bidding process on grounds of non-submission of Technical Proposal and they shall have deemed to have been qualified in Technical Proposal (first step) of single stage bidding adopted by the Authority as per latest revised version of RFP.</p> <p>Already shortlisted Bidders shall be exempted from submission requirement of Appendix-I.</p> | <p>The bidders (i.e. the new bidders including those who were not shortlisted during the RFQ stage) shall be required to submit both the Technical and Financial Proposals.</p> <p>However, the bidders, who were pre-qualified during the RFQ process, shall be required to submit only the Financial Proposal, alongwith an Affidavit wherein it shall be clearly stated that till date there has been no change in the consortium/ JV and the consortium shall abide by all the terms of the existing RFP document and the Addendum issued subsequently. Failing which, the bidders shall be required to submit the fresh Proposals (i.e. both the Technical and Financial Proposals)</p> |
|------------|--|--|--|

| | | | |
|-------------------|---|---|-------------------------|
| <p>380</p> | <p>Volume-I (RFP), Clause 1.2.5 Generally, the Lowest Bidder shall be the Selected Bidder. 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 Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.</p> | <p>If Bidder has submitted its bid in due compliance with bidding documents and bid is responsive as per criteria laid down in Tests for responsiveness clause 2.19 of RFP, his bid shall not be liable for rejection. Therefore, words "or is not selected for any reason" may please be deleted from the clause.</p> | <p>No Change</p> |
| <p>381</p> | <p>Volume-I (RFP), clause 2.2(c), limb(iv) For determining the eligibility of Bidders for their qualification/short-listing hereunder, the following shall apply: (iv) such Bidder has the same legal representative for the purposes of the Bid as any other Bidder</p> | <p>This is a very strict condition for Bidders. Generally as per fair industry practice, Bidder will not interact with other Bidders in the same project on or before the award. It is extremely difficult to know about other Bidder consultants. Therefore, request deletion of such condition.</p> | <p>No Change</p> |

| | | | |
|-----|---|---|-----------|
| 382 | <p>Volume-II, DCA, Article 5.2.2, Article 40, Project Agreements means this Agreement, the Financing Agreements, EPC Contract, O&M Contract and any other agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement and the Substitution Agreement;</p> | <p>Authority will appreciate that it will be extremely difficult for the Concessionaire to obtain approval of draft agreements for lesser value of work and this procedural requirement will have delaying impact on Project completion. Therefore, Authority is requested to modify the provision as follows: Project Agreements means this Agreement, the Financing Agreements, EPC Contract, O&M Contract and any other agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement and the Substitution Agreement, or any other agreement involving a consideration upto Rs 5 crores.</p> | No Change |
| 383 | <p>Volume-II, DCA, Article 6.1.2 (b) handover the operation and maintenance of the Project Facilities to the Concessionaire for implementation of the Project;</p> | <p>Kindly modify 6.1.2 (f) as follows: (b) handover the operation and maintenance of the Project Facilities to the Concessionaire upon Appointed Date for implementation of the Project; Kindly incorporate 6.1.2 (h) as follows: (h) Upon receipt of written notice from Concessionaire stating his readiness to commission the system upgradation, the Authority shall assist the Concessionaire in commissioning by providing quality raw material in required quantities, amenities such as power, water etc, permits, land and other prerequisites to the Concessionaire.</p> | No Change |

| | | | |
|-----|---|--|------------------|
| 384 | <p>Volume-II, DCA, Article 7 (k): Representation and Warranties</p> <p>it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the Bidder/ Concessionaire acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members and continues to commit that the Lead Member shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire; and other consortium members shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 20% (twenty per cent) of the subscribed and paid up equity of the Concessionaire.</p> <p>However, it is being clarified here that the Lead Member shall ensure to hold equity share capital</p> | <p>Kindly delete the emboldened text and revise the clause as follows:</p> <p>it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the Bidder/ Concessionaire acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members and continues to commit that the Lead Member shall, commercial operation of the Project, hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire; and other consortium members shall, until the date of commercial operation of the Project, hold equity share capital representing not less than 15% (twenty per cent) of the subscribed and paid up equity of the Concessionaire. However, it is being clarified here that the Lead Member shall ensure to hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire, throughout the Concession Period;</p> | No Change |
|-----|---|--|------------------|

| | | | |
|------------|--|---|-------------------------|
| <p>385</p> | <p>Volume-II, DCA, Article 9: Performance Security, Schedule-S</p> <p>9.1.1: The Concessionaire shall ensure that for the entire Concession Period, it will maintain Performance Security (i.e. the Construction Performance Security and O&M Performance Security) as specified in Schedule S and in the format as specified in Schedules E1 and E2, which shall remain valid at all times through the period specified.</p> <p>9.1.4: Notwithstanding anything to the contrary contained in this Agreement, in the event applicable Performance Security is not provided by the Concessionaire within the time period as stipulated within this Agreement, then all the rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.</p> | <p>Since construction starts from the Appointed Date it is requested to the Authority that the Concessionaire should be allowed 150 days for submission of Performance Security (i.e Construction Performance Security). This may be incorporated as a condition precedent of the Concessionaire under Article 4.</p> <p>All tariffs are being deposited in the Escrow Account. O&M Performance Security is an additional and unwarranted liability on the Concessionaire, as the Authority have necessary recourse under Escrow Account in case the Concessionaire is in breach of O&M Requirements. Therefore, we request deletion of O&M Performance Security from Article 9 and Schedule-S.</p> <p>Clause 9.1.4 may be modified as follows: Notwithstanding anything to the contrary contained in this Agreement, in the event applicable Performance Security is not provided by the Concessionaire within 150 days of signing of this Agreement or such time as may be mutually agreed between the parties for fulfilment of Conditions Precedent, then all the rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.</p> | <p>No Change</p> |
|------------|--|---|-------------------------|

| | | | |
|-------------------|---|--|-------------------------|
| <p>386</p> | <p>Volume-II, DCA, Article 9.2: Performance Security</p> <p>Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the applicable Performance Security as Damages for such Concessionaire Default or failure to meet any Condition Precedent.</p> | <p>Clause may be modified as follows:</p> <p>on occurrence of a Concessionaire Default or failure to meet any Condition Precedent, provided the reasons for failure to meet Conditions Precedent are solely attributable to the Concessionaire, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the applicable Performance Security as Damages for such Concessionaire Default or failure to meet any Condition Precedent.</p> | <p>No Change</p> |
|-------------------|---|--|-------------------------|

| | | | |
|-------------------|---|--|-------------------------|
| <p>387</p> | <p>Volume-II, DCA, Article 10.3.2: Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way to the Site, and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2.</p> | <p>Please delete words "Without prejudice to the provisions of Clause 10.3.1" in the beginning of this sub-clause.</p> | <p>No Change</p> |
| <p>388</p> | <p>Volume-II, DCA, Article 10.3.5: <i>r</i></p> | <p>Since 100% vacant access to Site to be made available by the Authority as a Condition Precedent prior to the Appointed Date, this clause is not applicable. Therefore, request deletion of this clause.</p> | <p>No Change</p> |

| | | | |
|-------------------|---|---|-------------------------|
| <p>389</p> | <p>Volume-II,DCA, Article 11.2 Shifting of obstructing utilities The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.</p> | <p>Kindly modify as follows: Shifting of obstructing utilities The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost of such shifting plus reasonable profits shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.</p> | <p>No Change</p> |
|-------------------|---|---|-------------------------|

| | | | |
|-------------------|---|---|-------------------------|
| <p>390</p> | <p>Volume-II.DCA, Article 11.4 Felling of trees The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.</p> | <p>Kindly modify this provision as follows: Felling of trees The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Water Supply and Sewerage System. The cost plus reasonable profits of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.</p> | <p>No Change</p> |
|-------------------|---|---|-------------------------|

| | | | |
|-------------------|--|---|-------------------------|
| <p>391</p> | <p>Volume-II, DCA, Article 16.1.2(d) Upon intimation by the Authority, providing water or and sewerage connection to a property within 7 (seven) days from receipt of such intimation.</p> | <p>Seven days is too shorter period for providing water/ sewerage connection anywhere across battery limits. We suggest the clause to be modified as under: Upon intimation by the Authority, providing water or and sewerage connection to a property within a reasonable time period from receipt of such intimation.</p> | <p>No Change</p> |
|-------------------|--|---|-------------------------|

| | | | |
|-------------------|--|--|-------------------------|
| <p>392</p> | <p>Volume-II,DCA, Article 16.7.1 Authority's right to take remedial measures 16.7.1 In the event the Concessionaire does not maintain and/or repair the Water Supply and Sewerage System or any part thereof in conformity with the O&M Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages.</p> | <p>Kindly modify: 16.7.1 In the event the Concessionaire does not maintain and/or repair the Water Supply and Sewerage System or any part thereof in conformity with the O&M Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 10% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages</p> | <p>No Change</p> |
|-------------------|--|--|-------------------------|

| | | | |
|------------|---|--|------------------|
| 393 | Volume-II,DCA, Article 16.9 16.9 Restoration of loss or damage to Water Supply and Sewerage System Save and except as otherwise expressly provided in this Agreement, in the event that the Water Supply and Sewerage System or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Water Supply and Sewerage System conforms to the provisions of this Agreement. | Please Modify: Save and except as otherwise expressly provided in this Agreement, in the event that the Water Supply and Sewerage System or any part thereof suffers any loss or damage during the Concession Period from any cause for which reasons are solely attributable to the Concessionaire, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Water Supply and Sewerage System conforms to the provisions of this Agreement. | No Change |
|------------|---|--|------------------|

| | | | |
|-----|---|---|--------------------------------------|
| 394 | Volume-II, DCA, Article 21.2.4 Refer cl 21.2.4 | Lenders normally stipulate 25% to 50% upfront equity before disbursing any loan. Hence, it is proposed that the Authority shall start disbursement of grant after 50% of the equity has been spent by the bidder. Thus, the Clause 25.2.3 may be modified as " Equity support shall be due and payable to the Concessionaire after it has expended 50% of the Equity amount so requested by the Concessionaire, and shall be disbursed proportionately along with the loan funds thereafter remaining to be disbursed by the Senior Lenders under the Financial Agreement, The Authority shall disburse each tranche of the Equity Support as and when due, but no later than 15 (fifteen) days of receiving a request from the Concessionaire along with necessary particulars. | No Change |
| 395 | Volume-II, DCA, Article 27.4 (a) Change in Law Change in law, only if consequences thereof cannot be dealt with under Article 41 and its effect, in financial terms exceeds sum specified in Clause 41.1 | Article 41 not found in DCA. Kindly issue Addendum with suitable treatment of increase in Total Project Costs and Protection of NPV. | Article 41 to be read as Article 15. |
| | | | |

396

Water Supply

DPR for proposed Water Supply Scheme from Pabber River to be provided. Whether construction of above scheme is covered under this project? Please clarify.

Please refer Clause 5.1 Page 23 of DPR for water supply, it is understood that existing water distribution system including service reservoirs, in thirteen zones (except Dhalli) is sufficient for demand of year 2039. Please confirm.

It is not clear whether system is to be designed for 24 hr pumping or 8 hr pumping?

DPR covers cost of pipelines and pumping machinery and SCADA only. However, cost of service reservoir at Dhalli etc. is not covered. Please confirm. Please specify about additional items which are to be covered under scope of work.

We understand that scope of work covers only items which are specified in main report of DPR and cost provisions taken in

Refer point no. 1.

397

Sewerage and STP

1. As per DPR, RCC work for liquid retaining structures has been proposed using concrete grade M 25 and PCC M10, however as per IS 3370: 2009, minimum concrete grade for sewerage works is M 30 and PCC shall be of M20. Please confirm grade of concrete to be used for such structures.

2. For liquid retaining structures, Permissible stresses shall be taken as per IS 3370; 2009. Please confirm.

3. All liquid retaining structures shall be designed as per IS 3370: 2009. Please confirm.

4. Please provide drawing of existing and proposed sewerage network in each zone, sewerage zone of Shimla, location plan and contour of land available for proposed STPs in different phases to arrive a proper cost of the project.

5. Please provide a location plan of existing STPs in Shimla.

6. Please provide

Refer point no. 1.

| | | | |
|-----|---|--|------------------|
| 398 | 2.2.2 (A) – (a), page No. 16 of 83, Experience in development of water transmission/ distribution system having a minimum total length of 100 km, in a single project out of which atleast 30 kms with minimum 450 mm diameter in the last 10 (ten) years, from the Bid due Date. | Requesting to amend, as, “Experience in development of water transmission/ distribution system having a minimum total length of 100 km, in a single project and 30 kms with minimum 450 mm diameter by considering multiple projects in the last 10 (ten) years, from the Bid due Date.” | No Change |
| 399 | 2.2.2 (A)-(ii), Page no. 16 of 83, Experience in O&M supervision of O&M of water / waste water projects with minimum combined capacity of 25 MLD for atleast 1 (one) year. (Defect liability period cannot be considered as O&M). | Requesting to amend as “Experience in O&M supervision of O&M of water / waste water projects with minimum combined capacity of 25 MLD for atleast 1 (one) year. (Defect liability period can considered)”, as the DLP also the responsibility of the Contractor in general practice. | No Change |
| 400 | 2.12.3, Page no. 24 of 83, The bid shall contain page numbers and shall be bound together in hard cover. | AS the hard bound will take valuable one day time. We request you to amend as “The bid shall contain page numbers and shall be bound together in a proper way” | No Change |
| 401 | 2.13.2, Page no. 26 of 83, Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding ten (10)years. | Requesting to amend, “Copies of Bidder’s duly audited balance sheet for last 5 (five) years and profit and loss account for the preceding ten (10) years: as the balance sheets for the last 10 (ten) years will be in a huge quantum. | No Change |

| | | | |
|-----|---|--|------------------|
| 402 | 3.6.3, Page No. 31 of 83, In the event that two or more bidders quote the same amount of volumetric Rate, as the case may be (the "Tie Bidders"), the authority shall identify the selected bidder by draw of lots, which shall be conducted with prior notice, in the presence of the tie bidders who choose to attend. | Request to amend, "In the event that two or more bidders quote the same amount of Volumetric Rate, s the case may be (the "The Bidders"). The authority shall identify the selected bidder, who got the highest evaluation points during qualification criteria. | No Change |
| 403 | Clause 3.6.4, Page no. 31 of 83, If two or more bidders match the said lowest bidder in the second round bidding, then the bidder whose bid was higher as compared to other bidder(s) in the first round of bidding shall be the selected bidder. For example, if the third and fifth lowest bidders in the first round of bidding offer to match the said lowest bidder in the second round of bidding, the said third lowest bidder shall be the selected bidder. | Confirmation needed as per the bid clause, the fifth lowest bidder should be the selected bidder. | |

| | | | |
|-----|---|--|--|
| 404 | <p>Page no. 35 of 83, A pre-bid conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the the RFP Document shall be allowed to participate in the Pre-bid conference. Bidders who have downloaded the RFP document from the Authority's web site 222.shimlamc.gov.in should submit a demand draft of Rs. 2,000 (Rupees two thousand) towards the cost of document through their representative attending the conference.</p> | <p>Request to allow the DD along with the bid documents while submitting the bid</p> | <p>Agreed</p> |
| 405 | <p>Annex-II, Page no. 44 of 83, for qualifying in the eligible criteria, the bidder should get a minimum of 50 mark is in the Technical Capability and 20 marks in the Financial Capability</p> | <p>Requesting to consider high/equal weightage for both technical and financial s this project is BOT basis.</p> | <p>No Change</p> |
| 406 | <p>Appendix -III, Power of lead member of consortium, Page no. 55 of 83, It is mentioned that 'whereas the commissioner, Municipal Corporation, Amritsar"</p> | <p>Please clarify since the bid is invited by Municipal Commissioner, Shimla</p> | <p>The Bid (i.e. both the technical and financial) shall be submitted in the office of Commissioner, Municipal Corporation, Amritsar.</p> |

| | | | |
|-----|--|--|---|
| 407 | Point No: (F), Concession Agreement, Page 8, Project Development fee | It is found the value of Project Development Fee Value, Please specify. | The Project Development Fee is for an amount of Rs 25 Lakh. |
| 408 | Point (c), Article 2: Scope of the Project, Page no. 14, Reduction of non-revenue water by reduction of physical losses through leakage management and reduction of commercial losses in water supply system through identification and regularization of unauthorized connections, meeting and improvement in billing and collection systems. | Request you to provide the detailed no., of House service connections available in the project area, the present tariff generation statements. | The total number of domestic connections as on date are 18,176 and total number of commercial connection as on date are 6,305. |
| 409 | Point No. i.1.2, Article 8 Performance security, O&M performance security shall be Rs. 3.00 Crore in the shape of bank guarantee which is to be increased @ 10% after every 3 years over the O&M performance security. | Request to amend. "O&M performance security shall be Rs. 3.00 Crore in the shape of bank guarantee, which is to be increased @ 5% after every 4 years over the O&M performance security". | No Change |
| 410 | Point No. (d) Article 16: Operation and Maintenance, Upon intimation by the Authority, providing water or/ and sewerage connection to a property within the period of 7 (seven) days from the receipt of such intimation | Request to amend, "upon intimation by the Authority, providing water or / and sewerage connection to a property within the period of 15 (seven) days from the receipt of such intimation. | No Change |

| | | | |
|-----|---|---|------------------|
| 411 | <p>Point No. 19.3, Article 19: Independent Engineer</p> <p>The remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority's and subject to the limits set forth in Schedule - L one-half of such remuneration, cost and expenses shall be reimbursed by the Concessionaire to the Authority within 15 (Fifteen) days of receiving a statement of expenditure from the authority</p> | <p>Generally, the Independent Engineer expenses will be borne completely by the Authority itself. Hence requesting to amend.</p> | No Change |
| 412 | <p>Point NO. 26.2.1, Article 26: Accounts and Audit</p> <p>all fees and expenses of the Statutory Auditors shall be borne by the Concessionaire</p> | <p>Request to amend, the fees and expenses of the statutory auditors shall be equal borne by the Authority and Concessionaire</p> | No Change |
| 413 | <p>Point No. 32.1, Article No 32: Defects Liability after termination</p> <p>It is mentioned that the concessionaire shall be responsible for all defects and deficiencies in the water supply and sewerage system for a period of 120 (One hundred and twenty) days after termination, and it shall have the obligation to repair or rectify, at its own cost</p> | <p>As the project had itself terminated, the concessionaire has not to be responsible for the defects and deficiencies, hence can amend</p> | No Change |

| | | | |
|-----|---|--|--|
| 414 | BOQ | It is observed that BOQ is fully dealing with Sewerage system only, confirmation needed whether the project is Shimla water supply and Sewerage system or Shimla Sewerage system | Refer point no. 1. |
| | Point No. 26: Appendix - V, Letter comprising the financial proposal, I/we hereby submit our bid and offer Rs. as volumetric rate for undertaking the aforesaid project in accordance with the bidding documents and the concession agreement | As the BOQ is entirety dealing with Sewerage, it is assuming the Volume of sewage to be handled [34.09MLD) should be considered during Financial or otherwise requesting the Authority to provide the value of targeted volume of sewage to be treated, which will be very useful for competitive Adding | |
| 415 | Article 11.1 (Existing Utilities and roads) of the draft Concession Agreement | | <p>Article 11.1 of the draft Concession Agreement shall now be read as under:</p> <p><i>“Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site/ Service Area are kept in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility.”</i></p> |

| | | | |
|-----|---|--|--|
| 416 | Article 13.3.1 of the draft Concession Agreement | | In Article 13.3.1 of the draft Concession Agreement, the word “PWD” shall now be read as “Authority”. |
| 417 | | | Article 21.2.4 of the draft Concession Agreement has now be deleted. |
| 418 | Article 22.3 (Energy Charges) of the draft Concession Agreement | | <p>Article 22.3 of the draft Concession Agreement shall now be read as under:</p> <p><i>“The cost of electricity used for the purpose of lifting water from the water sources to the water supply reservoirs and booster pumps including the energy consumed for the existing STPs and proposed STPs within the Service Area (the “Energy Charges”) shall be paid by the Authority/Government directly to the electricity supplier. It is clarified however, that the Energy Charges shall not constitute a part of the Volumetric Rate quoted by the Consortium in its Bid.” The authority reserves the right to give instruction(s) by any mode to stop any of the pumps anytime and it shall be obligatory on the part of concessionaire to adhere to any such instructions.</i></p> |

| | | | |
|-----|--|--|--|
| 419 | Definition of "Associate" or "Affiliate" in Article 40 of the draft Concession Agreement | | <p>Definition of "Associate" or "Affiliate" shall now be read as under:</p> <p><i>"Associate" or "Affiliate" means, in relation to either Party and/or Consortium Members, a person who controls, is controlled by, or is under the common control with such Party or Consortium Member (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 26% (twenty six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);"</i></p> |
| 420 | | | In definition of "Project Completion Schedule", Schedule G to be read as Schedule F. |
| 421 | | | In definition of "Project Milestones", Schedule G to be read as Schedule F. |
| 422 | | | In definition of "Specifications and Standards", Schedule D to be read as Schedule C. |
| 423 | | | In definition of "Tariff Notification", Schedule R to be read as Schedule N. |

| | | | |
|-----|--|--|--|
| 424 | | | The Bid, as submitted, shall remain valid for a period of 180 days instead of 120 days. |
| 425 | | | <p>In Clause 3.6.4 of ITB, the word “higher” shall now be read as “lower”.</p> <p>In Clause 3.6.5 of ITB, the word “higher” to be read as “lower”.</p> |
| 426 | | | Annex-IV (Details of Eligible Projects) has now been deleted. |
| 427 | | | Article 21 (Grant) of the draft Concession Agreement is enclosed as Appendix-I to the Addendum. |
| 428 | | | In Article 30.1.1(c) of the draft Concession Agreement, Schedule G to be read as Schedule F. |
| 429 | | | In the definition of “Drawings”, Schedule H to be read as Schedule G. |
| 430 | | | In the definition of “Escrow Default”, Schedule S to be read as Schedule O. |