

AMC/e-Tender/39/2009
Aurangabad Municipal Corporation



Aurangabad Water Supply Project

for
Build, Refurbish, Operate and Maintain the Water Supply System of Aurangabad City,
Maharashtra State, India

Response to Pre-Bid queries raised by Bidders

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Section 1: Bid Process

No	Bidder	Reference on the RFP document	Query	Reply																					
1	CASCAL-EA-NCC IL&FS-Acciona Jindal-HCC-Manila JMC-MBL-SREI		<p>Timeline The timescale which is set out for the project is too short. Projects of this type are highly complex and bidders need a significant amount of time to analyze the opportunity. To ensure that the client receives bids which have been prepared on a similar basis it is critical that there should be a series of pre-bid meetings at which views can be exchanged. The objective of the meetings must be to finalize the bidding and contract documentation in a format which is acceptable to all parties.</p> <p>It is requested to extend the date of submission by four months from date of reply of all necessary clarification wrt technical, commercial and legal.</p> <p>Given the complexity and size of the project, bidder shall be allowed to submit additional clarification if any during the bid stage. Accordingly additional pre bid meetings may also be conducted for the better understanding on the project scope and relevant documents.</p> <p>The Consortium humbly requests for extension of Bid submission due date from July 7, 2010 to August 16, 2010. The extra days will provide the much needed time for the bidders to study and prepare its most responsive tender for the Project.</p> <p>Bid due date – 7th July, 2010. Time line for proposal submission is very less and we request to provide at least 45 days after formal</p>	<p>AMC agrees to extend the timeline for the Bidding Process. Following is the new time line set for the Bidding Process:</p> <table border="1"> <thead> <tr> <th>No</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Site visits and assessment of existing system</td> <td>May 25th – Bid Due Date</td> </tr> <tr> <td>2</td> <td>Receipt of additional queries – Technical, legal and commercial aspects</td> <td>July 5th, 2010</td> </tr> <tr> <td>3</td> <td>Pre-Bid meeting for Technical, legal and commercial aspects</td> <td>July 13th to 16th, 2010</td> </tr> <tr> <td>4</td> <td>Last date of receipt of additional queries on technical, legal and commercial aspects</td> <td>July 20th, 2010</td> </tr> <tr> <td>5</td> <td>Reply to queries on technical, legal & commercial aspects</td> <td>September 20th, 2010</td> </tr> <tr> <td>6</td> <td>Bid Due Date</td> <td>October 30th, 2010</td> </tr> </tbody> </table>	No	Event Description	Date	1	Site visits and assessment of existing system	May 25 th – Bid Due Date	2	Receipt of additional queries – Technical, legal and commercial aspects	July 5 th , 2010	3	Pre-Bid meeting for Technical, legal and commercial aspects	July 13 th to 16 th , 2010	4	Last date of receipt of additional queries on technical, legal and commercial aspects	July 20 th , 2010	5	Reply to queries on technical, legal & commercial aspects	September 20 th , 2010	6	Bid Due Date	October 30 th , 2010
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	<p>SPML-NWSC-VTWL</p> <p>Veolia</p>		<p>reply of Pre bid query by AMC to submit properly evaluated bid.</p> <p>Time line for proposal submission is very less and we request to provide at least 45 days after formal reply of Pre bid query by AMC to submit properly evaluated bid.</p> <p>Request you to increase the tender submission date minimum by 60 days after receipt of the pre-bid clarifications</p> <p>We would also request you to conduct one more pre-bid meeting for further clarifications mainly on technical queries</p> <p>We understand that there would be a Second Pre BID meeting and some clarifications are also expected. Would Request AMC to extend the submission of Bid to 45 days after the Clarifications of the second Bid is received.</p> <p>Bid due date is requested to be extended by 8 weeks after receipt of prebid clarifications - This much time is required for survey, preliminary design and cost estimate and financial engineering</p> <p>Last date of Pre-bid queries & Extension of bid due date - This being one of the earliest concession contracts for a full city, the bidders need to assure themselves that the concession agreement conditions, especially concerning legal and commercial matters are in alignment with the Municipal Act of Aurangabad. Such</p>	

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	UPL-PIL-SEB		<p>matters require discussions and obtaining opinions from legal experts. This requires substantial amount of time. There are likely to be many technical issues. In order to understand the issues we require detailed study of the assets such as service reservoirs, transmission & distribution mains and other mechanical & electrical equipments. Hence we propose the following:</p> <ul style="list-style-type: none"> ➤ Second Pre-bid meeting on July 02, 2010 to discuss all technical matters ➤ Third Pre-bid meeting on July 16, 2010 to discuss all the legal and commercial matters. ➤ All the replies may be received by August 01, 2010. ➤ Last date of should be minimum 4 months from the date of receipt of replies to all pre-bid queries i.e., December 01, 2010. This is because substantial time is required to discuss and agree the funding with lenders etc. <p>It might be necessary to have several rounds of discussions and pre-bid meetings before the document is made acceptable to the lenders. Hence bid due date can not be decided at present. We require at least 4 months after AMC clarifying all the queries.</p> <p>Kindly allow us at least 2 more weeks to submit queries and one more Pre-Bid meeting to discuss these issues in detail. Further we request you to allow at least 2 months from the date of the next Pre Bid meeting for submitting</p>	

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	CASCAL-EA-NCC		<p>the tender.</p> <p>It is not possible for bidders to assess the costs of the capital works without a very extensive programme of evaluation which is not possible within the timescales envisaged for the bid. - The time available and the cost involved do not make this a reasonable pre-bid activity.</p>	
2	CASCAL-EA-NCC IL&FS-Acciona Ranhill-JUSCO SPML-NWSC-VTWL	<p>Clause 2.16.1– Vol I, 2.16.1 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 6.38 Crores (Rupees six crores and thirty eight lacs) (the “Bid Security”), refundable to all Bidders in accordance with Clause 2.16.6.</p> <p>RFP, Volume 1, Clause 2.16 and Vol- 3, Concession Agreement ,Clause no 6</p> <p>Vol 1-ITB - 2.16</p>	<p>Both the bid and performance securities are very large by normal standards.</p> <p>Comparing similar bids in India, Rs 6.38 Crore as bid security seems to be higher side. It is requested to bring down this amount to a reasonable value of maximum of 1 Crore.</p> <p>(i) Bid security of Rs 6.38 Crores is too high – please note that bidders add this cost to their final price Please appreciate that the associated bank guarantee costs are ultimately paid by AMC.</p> <p>Bid security to be reduced to 4.39 Cr - only 439.93 Cr is given as Grant by AMC and the balance is brought by the bidder and 1% of Project payment is conventionally the bid</p>	<ol style="list-style-type: none"> 1. The Bid Security of 1% of total estimated Project cost is in line with guidelines of the Ministry of Finance, Government of India F.No. 24(1)/PF.II/07 – “Guidelines for Invitation of Financial Bids for PPP Projects”; 2. AMC has revised estimated cost of the Project to Rs 792 Crores; 3. Accordingly the Bid Security has been increased to Rs 7.92 Crore from current Rs 6.38 Crore

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	CASCAL-EA-NCC		<p>security</p> <p>The bid security is far larger than is normal for similar bids. - The bond size should be reduced to 10% of its current size.</p>	
3	CASCAL-EA-NCC IL&FS-Acciona	<p>Clause 6.2, Vol III, Draft Concession agreement Value and validity of Performance Security during Operation and Maintenance Period From Commercial Operations Date until 1 (one) year after the expiration of the Concession Period or its earlier termination, the Concessionaire shall provide AMC with a Performance Security comprising an irrevocable bank guarantee with a value of Rs.63,80,00,000 (Rupees sixty three crores and eighty lakhs)</p>	<p>There is no case for there being a Performance Security during the contract since the Operator will have made a substantial equity investment which in itself provides a guarantee of commitment and performance.</p> <p>In normal practice, the performance security is released immediately after COD. Same condition is requested to be applied to this bid. Subsequent to the release of the performance security after the COD, the concessionaire shall provide a performance security for a lesser amount for the operation and maintenance period.</p>	<p>AMC agrees to alter Performance Security requirement. The Performance Security will be:</p> <ol style="list-style-type: none"> 1. 10% of the estimated Project cost i.e. Rs 79.2 Crores for the Construction and Rehabilitation Period i.e. till COD; 2. For the Operations and Maintenance Period, the Performance Security shall be equivalent of the Operational Grant applicable to the respective year; 3. If in case there is no Operational Grant then for the Operations and Maintenance Period the Performance Security shall be at 2.5% of the estimated Project cost i.e. Rs 19.80 Crores; 4. AMC shall return the Performance Security within six months of expiry of Concession Period

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	Jindal-HCC-Manila		<p>The requirement of Performance Security should either be deleted or amended by reduction in the amount of Performance Security. Further, the level of Performance Security should be higher in initial years and should be scaled down gradually during the concession period.</p> <p>It may be considered that till the commencement of Commercial Operation Date (“COD”), the Concessionaire would have already made substantial investment to the tune of approx. Rs. 198 Crores in the Project. It may be onerous on the Concessionaire to furnish the Performance Security despite the level of their commitment in the Project which is reflected through its substantial investment in the Project. Therefore, AMC may consider removal of this obligation and relieve the Concessionaire from furnishing the Performance Security after COD. In the alternative, AMC may consider reduction in the amount of Performance Security to be furnished post COD. The investment in establishing the whole Project may be considered as performance security.</p>	
	Ranhill-JUSCO		<p>Performance security of Rs. 63 Crores is abnormally high; and that too for 20 years.</p> <p>Please appreciate that the associated bank guarantee costs are ultimately paid by AMC. Also, the performance guarantee can be different for construction and O&M phase</p>	

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	JMC-MBL-SREI SPML-NWSC-VTWL	6.1,, Vol III	<p>Performance security should be 10 percent of total grant amount less retention if any and not total project cost. Concessionaire shall not be burdened to provide additional guarantee on the assets created and financed by him.</p> <p>Performance guarantee for the O&M period shall be different from construction guarantee. Usually construction guarantee is returned on submission of O&M guarantee. O&M guarantee should be equal to 5- 10% of value of O&M works for a one year period. Further this guarantee could be valid for one year and renewed every year to reduce the bank charges.</p> <p>Performance Security of Rs 63.8 Crore to be provided by the concessionaire from COD until 1 year after the expiration of the Concession Period (or, early termination); i.e. PS to be valid upto one year after the expiry of the operation & maintenance period – We propose that AMC should retain the performance BG till the concessionaire has spent equal amount in the project as certified by the Independent Auditor and not up to one year after the completion of concession period. This is as per the Model Concession Agreement mentioned above.</p> <p>Request Performance security to be reduced from 63.8 Cr to 44 Cr as 440 Cr is the project grant and balance 198 Cr is arranged by the concessionaire and asking for 10% of this amount as PS will unnecessarily add to the cost</p>	

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	Veolia		<p>of this project and increase the annual grant.</p> <p>This performance security is requested to be released on completion of the COD or the completion of the construction and rehabilitation period and not after 21years as provided in CA - asking for this huge PS for 21 years shall inflate the project cost and the Annual Grant</p> <p>The PS FOR THE Operation and Maintenance Period of 17 years PLUS ONE ADDITIONAL YEAR is specified as 63.8 cr. As Project construction is over before this period, this Performance security has to be reduced to 10% of the Annual grant - Such huge Performance security for 17 years will lead to inflation of Project cost and annual Grant</p> <p>Performance Security is normally sought in a Construction / Management / Lease Contract and not in a Concession Contract. If still insisted, the Performance Security need to be limited to 1 % of the project cost. This is because the Concessionaire is already investing about 31% of the project cost at every stage and this investment itself should be considered as a Performance Security. If Concessionaire doesn't meet the service level requirements, the Concessionaire will receive reduced 'User Fee' and 'Annual Grant' as per the conditions of the contract. In this manner, the contract regulates itself.</p>	
	JUSCO		Shouldn't this security to be provided by in a "reducing value/sums" basis?	

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	CASCAL-EA-NCC	<p>Clause 6.1</p> <p>Clause 6.3</p> <p>Clause 6.4</p>	<p>The Concessionaire is required to make a considerable investment in the project which represents a very serious commitment. Against this backdrop it is not necessary to request a Performance Security since failure on the part of the Concessionaire will place his investment jeopardy and this alone is a sufficient performance incentive. - The cost of the Performance Security is unnecessary and will add to the cost of the water supplied.</p> <p>It is unreasonable for there to be a requirement that the Performance Security should be replenished unless it is by mutual agreement. The current proposals represent an unlimited guarantee on the part of the Concessionaire. - The Performance Security should be for a defined amount and its renewal should only be by agreement. The exhaustion of the guarantee could be grounds for contract termination.</p> <p>The Performance Security should be released within 1 month of the expiration of the Concession Period - A period of one year is excessive and unreasonably ties up the Concessionaire's financial resources.</p>	
4	Jindal-HCC-Manila	RFP : Clause no 2.16.3, 2.16.4, Page no. 16 & 17	<p>"If Bid Security is in the form of a bank guarantee it shall be issued by a Public Sector Bank. If the Bid Security is in the form of a demand draft it shall be issued by a Public Sector Bank in India"</p> <p>1. Please clarify that in case of a bid being made by a Consortium or JV, can all JV</p>	<ol style="list-style-type: none"> 1. Bid Security either in the form of a bank guarantee or demand draft, has to be issued by a Public Sector Bank in India; 2. Consortium Members can not submit separate Bid Security; 3. AMC shall accept Bid Security only from the Lead Consortium Member

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	Veolia	Volume – I; 2.16.3 & 2.16.4; Page-16 & 17	<p>partners submit separate BGs, in proportion to their proposed equity interest/share in the Consortium/JV with all these separate BGs totaling to meet the aggregate requirement of Bid Bond?</p> <p>2. Please clarify that a foreign company bidding individually or through a JV/Consortium, can give BG from a foreign bank having/not having a branch in India.</p> <p>Bid security and performance security - Bidders may have bank accounts in scheduled banks and not necessarily Public Sector Banks. Hence we request you to amend the clause from “Public Sector Bank in India” to “any Scheduled Bank in India”</p>	
5	Veolia	Volume I; Clause 2.15.1	Number of representatives to attend the Pre-bid conference - Since this contract requires inputs from different expertise like legal, commercial, technical experts etc, we request AMC to allow minimum of 3 persons to attend the pre-bid conference.	<ol style="list-style-type: none"> 1. The AMC agrees to allow three Bidder representatives to attend Pre-Bid meeting; the clause will be amended accordingly.
6	CASCAL-EA-NCC		It is unacceptable that a foreign bidder could be excluded post bid on grounds of public security of national interest having already been prequalified. Clause 2.10 of the Request for Proposal in theory allows the bid security to be called on the grounds of a bidder having a foreign shareholder who is viewed as a risk to public or national security.	<ol style="list-style-type: none"> 1. The clause is in line with guidelines of the Ministry of Finance, Government of India F.No. 24(1)/PF.II/07 – “Guidelines for Pre-Qualification of Bidders for PPP Projects”; 2. In case of disqualification of Bidder on a basis of clause no 2.2.1 of the RFP document Volume-I, AMC shall return the Bid Security
7	CASCAL-EA-NCC		There are too many bidders to encourage participants to expend the considerable sums of money that are necessary to thoroughly evaluate the water supply system.	<ol style="list-style-type: none"> 1. The Bidders have been shortlisted through transparent Bidding process. AMC does not intent to reduce number of Short Listed Bidders from current level.

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			It is suggested that a shortlist of 9 prequalified applicants is too large. The cost of bid preparation is substantial and bidders will not be encouraged to participate or to incur substantial costs in evaluating the project if the list of bidders is too long. - A bid list of 3-5 would be more normal for a project of this type.	
8	IL&FS-Acciona	Data collection & field investigation	We requested to AMC to provide necessary information /data about the existing water supply system during the field visit / investigation.	1. The AMC shall provide all necessary available data related to the existing water supply system, requested by Bidders. Please send your request in writing for any specific data requirement.
9	Jindal-HCC-Manila JMC-MBL-SREI	RFP - Clause 2.16.2	The duration of bid validity at 270 days is more than usual. It should be reduced to a reasonable period required for evaluation of bids. The Bidder is required to provide Bid Security for the entire Bid validity period. In case of unnecessary long Bid validity period, the Bidders will have to bear the extra financial cost of obtaining the Bank Guarantee for the full Bid validity period. Suggest that the Bid validity be kept to 180 days	1. The AMC considers Bid Validity Period of 270 days appropriate; 2. The clause stands unchanged.
10	Jindal-HCC-Manila	RFP - Clause 4.3.2	We suggest that in case of a Tie Bidders, the respective bidders may be allowed to better their offer at the first instance. In the event, even after bettering their respective offers, there exists a tie, draw of lot may be resorted to. We consider it to be a better option if at the first instance the Tie Bidders are allowed to better their bids. This is favor of the AMC and should be considered.	1. AMC agrees to allow Tie Bidders to better their bids. After bettering their respective offers, there exists a tie; draw of lot shall be opted; 2. The chance to better their Bids shall be offered only to Tie Bidders offering highest Premium or quoting lowest Annual Grant; 3. In above scenario, Tie Bidders can not offer Bid lower than their earlier Bids in case of Premium or higher than their earlier

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	Veolia	Selection of Bidder	As a standard practice, in the second round of bidding, the chance shall be given first to the second lowest bidder and not to all the remaining responsive bidders. Further, only when the second lowest bidder is not matching his quote of the lowest bidder then the third bidder should be given the next chance. Please Confirm.	Bids in case of Annual Grant; 4. The other part of the Clause stands unchanged
11	JMC-MBL-SREI	Clause 4.2, Pg 23	Test of Responsiveness: there is a requirement that the financial model will be part of the requirement to test the responsive. This requirement was verbally waived during the pre-bid meeting on 3rd June. Would you please provide a written confirmation?	AMC agrees to modify the RFP as: 1. Delete the clause no 15.2 (a) (xv) from the Volume III of the RFP document; 2. Removal of Chapter 10 of Appendix V "Business plan of the Bidder for the project" of Volume-I of the RFP Document; 3. Delete clause no 3.2.2 (f) from the Volume I of the RFP document; 4. The Bidders are not required to submit their Financial Model at the time of submission of Bid; 5. Only Selected Bidder shall required to submit his Financial Model to the AMC before signing of Concession Agreement; 6. The Bidders are required to submit Bid online as per clause 3.11; and 7. The physical submission shall prevail over online submission
	Jindal-HCC-Manila	DCA - Clause 15.2	Clause 15.2 (a) (xv) requires a 'detailed financial model to be submitted along with the draft work plan as required under Clause 15.2 (a). Please note that the Financial Model is already submitted along with the Bid as per Para 3.2.1 (f) of the RFP. In this respect, please clarify whether Clause 15.2 (a) (xv) refers to the Financial Model submitted under Para 3.2.1 (f) of the RFP. In the event there are two separate financial models as required under the RFP and Concession Agreement, then the Equity IRR calculated by the Company while submitting the Bid will again be subject to approval post the Bid and under the Concession Agreement.	
	JMC-MBL-	Clause 3.2.2 of	The documents accompanying the Bid shall be	

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	SREI	RFP	<p>placed in a separate envelope and marked as “Enclosures of the Bid”. To maintain the Bid confidentiality, we request that the financial model and Chapter 10 of Business Plan should be included in the Envelope 1 (Financial Bid) and not in Envelope 2(Enclosure of the Bid).</p> <p>To maintain the Bid confidentiality, we request that the financial model and Chapter 10 of Business Plan should be included in the Envelope 1 (Financial Bid) and not in Envelope 2(Enclosure of the Bid)</p>	
	Ranhill-JUSCO	RFP, Volume 1, Clause 3.11	The financial bid and the financial model shall be submitted in hard copy only; and not by e-tendering	
12	Mahindra-Suez	Instruction to Bidders - clauses 1.3.1 and 3.5.2 Evaluation of bids	In the interest of the project, evaluation of the bids should not rely only on financial criteria - Considering the considerable challenge of the project and the length of its duration, we recommend that the technical value of the bids be taken into consideration by AMC (together with the financial criteria), in a proportion to be defined, so that AMC selects a preferred bidder who offered a combined financially attractive and technically sound offer.	<ol style="list-style-type: none"> 1. The Bids are invited for the Project on the basis of the lowest Annual Grant / highest Premium. The Bid will be evaluated and Selected Bidder shall be the Bidder quoting the lowest Annual Grant / highest Premium; 2. The current Bid evaluation is in line with the guidelines issued by the Ministry of Finance (MoF), Government of India vide its Office Memorandum No. F. No. 24(1)/PF.II/07 dated December 5th, 2007, for pre-qualification of Bidders for PPP projects; 3. The AMC has already evaluated Bidders at the Request for Qualification stage for their technical capability to construct and manage a Project of size and nature similar to Aurangabad Water Supply System. Therefore, it is not considered necessary to evaluate Bidders on any other parameters; 4. The Bid evaluation methodology stands
	CASCAL-EA-NCC	Evaluation of bids 1.3	The documents call for bidders to submit a large amount of information about their respective approaches and methodology as defined in Appendix V. The indication in this clause that the only criterion for the award is the Grant / Premium that is requested or offered is unusual and calls into question why Appendix V is necessary. - It is normal for there to be a	

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		Technical submission Appendix V	<p>Technical Bid which forms part of the evaluation. The thoroughness of this part of the bid is then reflected in a scoring mechanism so that the importance of approach and methodology is recognized in the award.</p> <p>It is suggested that this section should be scored for the reasons described in 1.3 above</p> <p>Currently the only criterion for evaluation of the bid is the lowest Annual Grant that is being sought. Consideration should be given to the methodology that a Concessionaire plans to adopt and his demonstration of a thorough understanding of the water supply system.</p>	unchanged except a change agreed in point no 10 and 11 above
13	Jindal-HCC-Manila	RFP : Clause no 2.16.9, Page no. 17	<p>The Bid Security shall be forfeited and appropriated by the Authority and damages shall be payable to the Authority for -</p> <p>(a) If a Bidder submits a non-responsive Bid</p> <p>Please incorporate the NHAI clause in this Clause in the interest of fairness</p>	<ol style="list-style-type: none"> 1. The clause is in line with guidelines of the Ministry of Finance, Government of India F.No. 24(1)/PF.II/07 – “Guidelines for Invitation of Financial Bids for PPP Projects”; 2. AMC shall return the Bid Security in case AMC rejects Bid for non-Responsive Bid submission
14	Jindal-HCC-Manila	RFP: Appendix I- Clause 27, Page no. 27	<p>I/We hereby submit our Bid and [offer a Premium / Annual Grant in the form of [•] Rupees (in words) per annum) (Strike out whichever is not applicable)] for undertaking the aforesaid Project in accordance with this RFP and the Draft Concession Agreement.</p> <p>Please modify. Price Bid should be a separate envelop comprising offer of the bidder for Premium or Annual Grant.</p>	<ol style="list-style-type: none"> 1. The Appendix is in line with guidelines of the Ministry of Finance, Government of India F.No. 24(1)/PF.II/07 – “Guidelines for Invitation of Financial Bids for PPP Projects”. 2. Also refer clause no 3 “Preparation and Submission of Bids” of Volume-I of the RFP document; The Financial Bid shall be submitted in a separate envelop; 3. AMC shall first open “Enclosures of the Bid”, assess its responsiveness and then open “Financial Bid” of all responsive

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15	Jindal-HCC-Manila	DCA: Schedule XV	Please provide the attached documents.	1. The schedule stands deleted.
16	JMC-MBL-SREI Veolia	Clause 2.1.5, Pg 6 Volume – I; 2.15.1 Page-16	If the Premium is quoted, does the concessionaire still get Annual Grant? Premium to be paid - Kindly confirm whether the premium to be paid is one time payment or in annual installments.	1. The clause clearly states that <i>“The Bid shall consist of either an annual operational support payment to be paid by the Authority to the Concessionaire (the “Annual Grant”) or a one time operational premium to be paid by the Concessionaire to the Authority.....”</i> 2. The Concessionaire shall not receive Annual Grant, if in case he quotes the Premium; 3. The Premium shall be one time payment to the Authority
17	JMC-MBL-SREI IL&FS-Acciona Veolia	Clause 2.6, Pg10 Clause 2.6 Vol I, The welded MS pipes shall be of a diameter of 2000mm. Moreover, these pipes should be procured from a pipe manufacturer having Volume I; Clause 2.6	There is a requirement for Successful Bidder to enter into a MoU with a pipe manufacturer. This requirement was verbally waived during the pre-bid meeting on 3rd June. Would you please provide a written confirmation? It is requested that the Criteria (ii) shall be modified by reducing the in house plate rolling (manufacturing) facility of plate size from 4500 mm wide to 3500mm wide. Such stringent qualification may increase the project cost. Memorandum of Understanding with pipe manufacture - This issue of joint venture with a pipe laying company and MoU with a pipe	1. The Clause 2.6, page 10 of Volume I of RFP document stands amended as follows: The requirement listed in Paragraph 5.2.2 of the RFQ in relation to the implementation of the Project using longitudinally welded MS pipes of 2200mm diameter having ISI License (as per IS:3589) and ISO 9001 certification, is amended, to the effect that ‘The welded MS pipes shall be of a diameter of 2000mm of required thickness. Moreover, these pipes should be procured from a manufacturer having in house plate rolling (manufacturing) facility in the same “Name and Style” as pipe manufacturer / fabricator. i. An existing installed annual pipe manufacturing / pipe fabrication capacity of Pipe Manufacturing unit as certified by Directorate of

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	RANHILL-JUSCO		<p>manufacture had been discussed in detail during the RFQ stage itself. Though, the clause of joint venture with pipeline company had been deleted from the RFQ, the MoU clause had not been deleted. At the RFQ stage, Bidders did not want to pursue this issue of MoU further and it was left for the RFP stage in order to go ahead with the RFQ process. The mandatory requirement of MoU with pipe manufacturing company will give the pipe manufacturing company an upper hand to dictate terms with the successful bidder and hence this clause become restrictive. To our knowledge there is only one such manufacture with these facilities. For the purpose of competition and transparency, we request you to delete this clause.</p> <p>Amendment of the Requirement Listed in Paragraph 5.2.2 of the RFQ</p> <p>“...Moreover, these pipes should be procured from a pipe manufacturer having..... the Successful Bidder shall enter into a memorandum of understanding with such a pipe manufacturer.....” - This project is a BOT project with substantial amount of investment envisaged from the Concessionaire. The concessionaire will be responsible for managing the assets for a period 20 years and it is in his interest to provide the best quality of material for the works proposed in the RFP and to employ most efficient and best practices in completing the works. We strongly believe that the clause limits the concessionaire’s ability to choose and</p>	<p>Industries should not be less than 40000 MT</p> <p>ii. The in house plate rolling (manufacturing) facility should be in operation for at least a period of 1 (one) year with qualifying production during any one of the last 5 (five) years up to March 31, 2010 for 5000MT;</p> <p>iii. The Successful Bidder shall enter into a memorandum of understanding with such a pipe manufacturer.</p> <p>iv. The specification of such pipe should be in accordance with provision of Clause 2 on page 29 of 1.1.13 (B) (ii) (a) of the RFP Volume II’</p>

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	CASCAL-EA-NCC		<p>employ most economical measures for undertaking the pipeline work which is a major cost component in the project. Further, We also feel that only one vendor in India may qualify for the criteria given in the clause thereby putting such vendors in undue advantage. We therefore request AMC to delete this entire clause from the RFP.</p> <p>It is unclear why the Successful Bidder should enter into a MoU with a pipe supplier. This appears to be unnecessary since the procurement of the pipe would normally be the subject of a competitively tendered process. - The approach proposed may not deliver the most competitive price for the supply of the large pipelines.</p>	
18	JMC-MBL-SREI	Clause 24.1 b of DCA Pg 34	Given that the Independent Engineer and the Independent Auditor have to be appointed and paid for prior to the Appointment Date and the work plan has to be approved during the Preparatory Period how does AMC envisage that the bidding process outlined in this Clause is carried out and Contracts awarded to them. (given that the Concessionaire is not yet appointed)?	<ol style="list-style-type: none"> 1. AMC has appointed Unity Consultants Pvt. Ltd, Pune as Project Management Consultant. During Pre Bid meeting all Bidders consented for appointment of Unity Consultants Pvt. Ltd, Pune as Independent Engineer for the Project in the Construction and Rehabilitation Phase for post tendering activities. The terms of reference shall be finalized in consultation with the Concessionaire after Bid Process is completed; 2. Independent Auditor will be appointed mutually by Concessionaire and AMC
19	RANHILL-JUSCO	Concession Agreement – clause 24	The appointment of Independent Engineer and Independent Auditors are to be made under whose name? - For clarification.	<ol style="list-style-type: none"> 1. AMC has appointed Unity Consultants Pvt. Ltd, Pune as Project Management Consultant. During Pre Bid meeting all Bidders consented for appointment of Unity Consultants Pvt. Ltd, Pune as

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				<p>Independent Engineer for the Project in the Construction and Rehabilitation Phase for post tendering activities. The terms of reference shall be finalized in consultation with the Concessionaire after Bid Process is completed;</p> <ol style="list-style-type: none"> Independent Auditor will be appointed mutually by Concessionaire and AMC The fees of Independent Engineer and Independent Auditor shall be shared equally between AMC and the Concessionaire
20	Veolia	Volume I; Clause 2.10.1	Right to accept or reject any bid without any reason - Since AMC is en-cashing the bid security in case of non-responsive bids etc., it is only fair that the reasons are provided before rejecting any bid. Kindly substitute "without assigning any reasons there-for" with "with assigning reasons there-for".	<ol style="list-style-type: none"> The Clause stands unchanged
21	Veolia	Volume II, 1.1.13 B (i); Page 64; Clause H	Concession period - As per DPR the contract period is 30 years and the concessionaire will quote based on M3 basis. Where as Volume I and Volume III of RFP mentions that the concession period is 20 years and concessionaire shall offer a premium/ Annual Grant. Please clarify.	<ol style="list-style-type: none"> The Concession Period shall be 20 years; The Bidding parameter as stated in Volume I of the RFP document stands unchanged
22	SPML-NWSC-VTTL		Kindly clarify whether Grants Agencies consent has been obtained for the PPP mode of tendering	<ol style="list-style-type: none"> The Government of Maharashtra (GoM) shall provide consent to AMC for discharging its duties (supplying water to the Aurangabad City) via a Special Purpose Vehicle (SPV) constituted by the successful bidder/ Concessionaire; AMC shall acquire such permission from GoM during the Preparatory Period; and

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				3. Getting such approval from GoM shall be AMC's Condition Precedent in the Concession Agreement for the Project
23	Mahindra-Suez	Instruction to Bidders - clauses 2.8 - Cost of Bidding	In the interest of the project, bona fide Bidders having devoted time, costs and expenses to the preparation of the Bid should be considered as such by AMC. - We recommend that a Bid that has not been rejected and that has not been selected as the preferred Bid entitles the relevant Bidder(s) to a reasonable reimbursement of its Bid preparation costs for a fixed amount to be mentioned in the ITB.	1. The suggestion is not acceptable to AMC, no changes suggested
24	Mahindra-Suez	Instructions to Bidders - Clause 3.5.4. - Contents of the Bid and 4.2.1. Test of Responsiveness	Inclusion of the Financial Model in the Bid raises practical questions. - Because the financial close will occur after signing of the Concession Agreement, the financial model of the bid should only be estimates subject to the result of discussion with the Financiers.	1. Please refer clarification provided in point no 11 above
25	Mahindra-Suez	Instructions to Bidders - Clause 4.3.6 Selection of Bidder	The role of the financiers should be acknowledged - The clause should indicate that the concession Agreement will be modified to the extent requested by the financiers in order to reach the financial close.	1. No changes shall be allowed in the Concession Agreement post Bid due Date; 2. The standard Concession Agreement is expected to create a level playing field for all Bidders; 3. The suggestion is not acceptable to AMC
26	IL&FS-ACCIONA	Clause 3.2.2, Vol I	The documents accompanying the Bid shall be placed in a separate envelope and marked as "Enclosures of the Bid". The Financial Model of the Bidder for the Project - In order to ensure comparability of the financial bid numbers of all the bidders, it is suggested that AMC should provide a Financial model in an excel format wherein the bidders will fill in their numbers. This will ensure comparison of bidders will be on an even platform.	1. AMC shall not provide any excel model to Bidders; 2. Bidders are free to make their own assumptions; 3. The suggestion is not acceptable to AMC

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27	CASCAL-EA-NCC	Acceptance or rejection of bids 2.10.3 b) and c)	The failure to supply information may be a reason for rejection of a bid but should not be grounds for calling a bid security. Similarly the question of foreign ownership should not be grounds for calling the security (see 2,2,1 above) - These criteria are too subjective to be reasonable grounds for calling the bid security	1. The AMC shall return Bid Security in case of rejection of any Bid for any reason

Section 2: Commercial Aspects

No	Bidder	Reference on the RFP document	Query	Reply
1	Veolia	General	Defining / qualifying / quantifying of elements affecting financial model - This being a concession contract and since the concessionaire is selected based on the Annual Grant/ Premium (which are fixed for the concession period) and this amount being computed based on predictable and definitive elements of expenditure and income, it is important that all elements which are part of the costing and those are factored in the financial model, are defined / qualified / quantified / confirmed before bidding stage itself. Any element which cannot be defined / qualified / quantified / confirmed need to be "pass through" for the Concessionaire. For example: As per the present conditions in the bid document, electricity charges cannot be incorporated into the financial model as the Bidders do not know what is going to be the expenses on this account during the course of the contract because increase in electricity charges are not defined at this stage and hence cannot be forecasted and incorporated in the financial model by the Bidder. Similarly, raw water charges, change in raw water quality, supply to enroot villages, supply to fire departments, supply through public stand posts, property taxes, cesses etc. all comes under this category of unpredictable expenses.	<ol style="list-style-type: none"> 1. Noted 2. These issues have been addressed at appropriate places in this document
2	CASCAL-EA-NCC		It is unacceptable for the Concessionaire to have an open ended commitment to fund the project in the event of there being a shortfall in the available investment.	<ol style="list-style-type: none"> 1. AMC has signed Tripartite Agreement with MoUD-Government of India and Government of Maharashtra agreeing to implement state and ULB level mandatory

No	Bidder	Reference on the RFP document	Query	Reply
	Jindal-HCC-Manila		<ul style="list-style-type: none"> We note that in the event of a delay of the Project Grant attributable to Government of India or Government of Maharashtra, and then the Concessionaire has to bear the funding and the funding cost. Please clarify whether such cost will be a pass-through in tariff / Annual Operational Support Grant. Please clarify that is there a possibility of non-payment of Project Grant by the Government of India or Government of Maharashtra? If yes, then please clarify whether such cost will be a pass-through in tariff / Annual Operational Support Grant. 	<p>reforms in order to receive grant from UIDSSMT. The State Government under UIDSSMT scheme is also expected to undertake certain mandatory reforms. These reforms are not linked to the performance of the Concessionaire during the Concession Period but may impact availability of Grant by State and / or Central Government on time. In such case the Clause 19.2 (a) of Draft Concession Agreement shall be applicable;</p> <ol style="list-style-type: none"> The Concession Agreement shall stipulate the maximum interest of 15% that AMC would bear in case of Clause 19.2 (a); The UIDSSMT grant shall be available only till March 2012; The UIDSSMT shall release next instalment of the Grant only after 70% utilization of the earlier instalment of the grant and raising utilization certificate; The Concession Agreement shall make it mandatory to AMC to raise utilization certificate within 3 working days of Independent Engineer certifying 70% utilization of Grant; the Concession Agreement shall also make it mandatory to AMC to follow up with State and Central Government to release next instalment of Grant on time; If in case the Government of India and/ or Government of Maharashtra delays the release of Grant beyond 120 days then AMC shall bear the interest cost on the bridge loan; The Concession Agreement shall stipulate
	JMC-MBL-SREI	Clause 19.1 I & 19.2 b of DCA Pg 26,27	<p>We note that the sub-head of Clause 19.2 (b) refer to 'non-payment' of Project Grant; however, there is no such provision in the sub-clause itself. Therefore we require clarity as to whether there is a possibility of no Project Grant being given. In such an event, the Concessionaire should be allowed to rework its Financial Model so as to keep the Equity IRR constant.</p> <p>What are the project unrelated requirements? The Project Grant should be guaranteed by AMC.</p> <p>AMC has to comply with certain requirements imposed by Government India and Maharashtra which do not relate to the</p>	

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			<p>Project. We don't know what these are and have no control over them but if AMC don't comply they won't get Projects Grants. This will not be acceptable to the Concessionaire or the banks as a) it is something over which they have no control and b) they should not be penalized for the default of AMC to comply with obligations imposed on them by other government departments. Please confirm that payments from the Government will be guaranteed and that the Concessionaire will be paid irrespective of AMC's failure to comply with regulations which are unrelated to the Project?</p> <p>Please explain why the Concessionaire should have to arrange funding to cover a default of AMC?</p> <p>A delay of the project grant attributable to the GOI or GOM should not affect the private operator at all. This risk is totally beyond the control of the private operator. A mechanism needs to be found to protect the concessionaire against this risk which will make the project very difficult to finance.</p> <p>If the delay of the Project Grant is attributable to an act or omission on the part of Government of India or Government of Maharashtra, then the Concessionaire shall entirely bear the funding and the funding cost and the AMC shall not be liable to arrange for the requisite funding and funding cost - Funding cost will be the liability of</p>	<p>the maximum interest of 15% that AMC shall bear in case of Clause 19.2 (b);</p> <p>8. Clause 19.2 (b) shall be amended accordingly;</p> <p>9. The cost of the Project and availability of Grant amount provided in Section 1.1.4 of RFP Volume I is based on revised cost estimates and availability of Grant</p> <p>10. Annexure 1 shows the revised cost of the Project and availability of Grant to the Concessionaire</p>
	Mahindra-Suez	<p>Clause 19.2 of DCA Pg 27</p> <p>Volume III – clause 19.2 (b)</p>		
	SPML-NWSC-VTTL	CA - 19.2 (b)		

No	Bidder	Reference on the RFP document	Query	Reply
		Volume-III; Clause- 19.2 (b); Page-27	<p>concessionaire if there is delay in grant from Gol or Govt. of Maharashtra. In such a case the concessionaire shall be compensated by suitable extension of the concession period. Under clause 18.6, this may also be added as one of the events resulting in additional concession period</p>	
	Veolia	Volume III; Clause 20.1 (a)	<p>Relief for delay or non-payment of project grant - This leaves uncertainty in the funding. These amounts are huge and hence no investment plan is possible with this uncertainty. The responsibility of arranging any funds other than what is mentioned in Volume-I; Clause 1.1.4 is not acceptable. This is not acceptable and hence kindly delete this clause.</p>	
		Volume III; Clause 19.2 (a)	<p>Provisions of clause 19.2(b) under change in scope - Kindly amend this clause as per the request made against clause 19.2.b</p>	
	UPL-PIL-SEB		<p>Relief for Delay or Non-payment of Project Grant - Concessionaire already has to organize his portion of Capital Investment. The concessionaire cannot take responsibility for arranging any further funding - Kindly delete this clause</p>	
			<p>AMC shall be liable for the Project Grant mentioned in the RFP. Therefore, delay of project grant shall not be attributable to the Concessionaire. Hence, we request AMC that the proceedings as per clause 19.2(a) shall be followed in this case.</p>	

No	Bidder	Reference on the RFP document	Query	Reply
	IL&FS-Acciona		<p>Please mention definition for delay and time frame for the delay. It is suggested that a threshold time for delay is considered (say 30 days). Any delay beyond this, AMC should bear the extra funding cost to be borne by the Concessionaire to fund the milestone funding requirements. There should be no distinction between reasons attributable to GOI / AMC /GOM. Any delay / default in release of grant fund shall be attributable only to AMC.</p>	
	Ranhill-JUSCO	<p>Vol- 3, Concession Agreement ,Clause 19.2 (b) and Schedule IV</p> <p>19.2 a, Vol III</p>	<p>Bridge finance and bank interest/charges thereof due to delay in receiving grant from GOI and/or GoM should be borne by AMC</p> <p>Timely Availability of Capital Grants from GOI & GOM is the crux of this project. Penalizing concessionaire for delay on account of this is unfair will increase the risks for concessionaire</p> <p>Relief for delay \ non-payment of Project Grant attributable to act\omission on part of AMC.</p> <p>AMC agrees to bear funding cost such as interest expenses on bridge finance that Concessionaire will have to arrange on account of delay in project grant. Pls confirm, AMC agrees to bear the funding cost at prevailing market rate or the rate at which the bridge finance is made available</p>	

No	Bidder	Reference on the RFP document	Query	Reply
	JMC-MBL-SREI	Clause 19.2(b) of DCA	<p>Grant delay leading to Delay in construction completion. - Suitable compensation should be given to the concessionaire</p> <p>To clarify on delay in receiving grant. On delay in providing second, third or fourth installment of the grant , in spite of the selected bidder making available all information & Project details & doing all acts and things which are required to be done by it, including assisting in following up with the concerned authorities of AMC for release of such installments, in addition to any other relief the selected bidder should have under this Agreement, in law or in equity, AMC shall pay to the selected bidder on a quarterly basis, interest on the outstanding amount of the grant, calculated at the then prevailing SBI PLR rate for the period from the date when the payment of the specific installments was to be made till the date of actual payment and in the event of termination till the date of termination of the agreement.</p> <p>In case there is delay or non-payment of project grant due to any act / omission on the part of the Government of India or the Government of Maharashtra, the Concessionaire shall be responsible for funding of the project and shall bear the cost of such funding. AMC shall not be responsible in this case. - If GOI/GOM is the defaulting party then Concessionaire has to arrange the fund entirely – this means there</p>	

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	Veolia	<p data-bbox="453 703 726 732">Volume I; Clause 1.1.4</p> <p data-bbox="453 1162 800 1219">Volume III; Clause 19.2 (a) & (b)</p>	<p data-bbox="846 310 1377 578">is no termination and the concessionaire has to build the project at their cost – this is in contravention to the spirit of partnership and the agreement and the possible relief granted. We therefore request to modify this clause in such a manner that the concessionaire is protected (financially) from the risk of getting delayed grant from GOI/GOM.</p> <p data-bbox="846 613 1325 670">Please confirm that payment will be guaranteed by the Government of India?</p> <p data-bbox="846 706 1377 1130">Break up of project grants - The total cost estimate of Rs.346.22 crores towards Transmission Systems mentioned in the table under clause 1.1.4 is not matching with the details mentioned in the Detailed Project Report of Volume II. Please provide detailed breakup of each element of the Project Grants. For example: Cost towards construction of Jack well, Transmission main, Water Treatment plant etc. which are elements of parallel water supply scheme. There seems to be serious gap between the projected cost in DPR and bidders preliminary estimates for the same.</p> <p data-bbox="846 1166 1360 1365">Relief for Delay or Non-payment of Project Grant - Concessionaire already has to organize concessionaire's portion of Capital Investment. Concessionaire cannot take responsibility for arranging any additional funding. These amounts are huge. No financial model can be made with such</p>	

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	UPL-PIL-SEB	Volume III, Clause 19.2 (b)	<p>uncertainties in funding. Lenders will not be willing to lend with such uncertainty in funding plan. Hence these clauses need to be deleted. Further, the responsibility of arranging any additional funds other than what is mentioned in Volume-I; Clause 1.1.4 shall be the responsibility of AMC only. Accordingly, a suitable clause may be added in the Concession Agreement.</p> <p>NON PAYMENT OF PROJECT GRANT Clause 19.2 b of the Concession Agreement indicates that the delay of the project grant is attributable to an act or omission on the part of the Government then Concessionaire shall bear the entire the funding and AMC shall not be liable to arrange funding - AMC needs to review this as the viability of the project is based on the availability of committed grants by Government of India and Maharashtra</p>	
	SPML-NWSC-VTTL		<p>Clause 19.2 (b) indicates that if the receipt of project grant is delayed, the concessionaire has to bear the funding & the funding cost in the interim period. - The concessionaire shall be compensated by suitable extension of the concession period. Under clause 18.6, this may also be added as one of the events resulting in additional concession period.</p> <p>We are told that in the year 2012 UIDSSMT grant will expire. How do you plan this funding beyond 2012?</p>	
	Mahindra-		A delay of the project grant attributable to the	

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	Suez		GOI or GOM should not affect the private operator at all. This risk is totally beyond the control of the private operator. A mechanism needs to be found to protect the concessionaire against this risk which will make the project very difficult to finance. a mechanism needs to be found to protect the concessionaire against this risk.	
	CASCAL-EA-NCC	Schedule IV Project grant	How can the Bidders estimate the required equity and loan required for completion of the Project?	
	Jindal-HCC-Manila	DCA - Clause 19 / Project Grant	Whether the Government or its instrumentalities which are giving the grant have reviewed and approved the Project documents including the draft Concession Agreement. - If the answer is no, whether AMC can assure that there will be no changes in the Project documents at a subsequent stage. Bidder to ascertain whether the Project documents have been reviewed and approved by the agencies who have agreed to provide the grant for the Project.	
	Ranhill-JUSCO	1.1.4Vol I	For all purposes the payment to concessionaire should be the liability of AMC.	
	JMC-MBL-SREI		Current status of application of Grant from GOM/GOI.	
3	IL&FS-Acciona	Clause 19.1 (b) – Vol III, Draft Concession agreement (b) Once AMC has received	The purpose of the Water payment reserve account is for AMC to deposit an amount equal to 1.5 (one and a half) times the	<ol style="list-style-type: none"> 1. The Grant shown in the Project Grant table is pre-deduction; 2. The AMC shall deduct and retain 5% of the

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	Jindal-HCC-Manila	the Project Grant from the Government of India or the Government of Maharashtra, AMC shall pay the Concessionaire the Project Grant in accordance with the timelines and amounts set out in Schedule IV. Provided however, the AMC reserves the right to retain 5% (five per cent) of the Project Grant as "Contingency Reserve" till COD. Subsequently, this "Contingency Reserve" shall be transferred to the Water Payment Reserve Account to supplement the funds therein.	Annual Operational Support Grant as a security to the Concessionaire. Hence the 5% retention should not be transferred to the water payment account. Suitable mechanism need to be described in concession agreement for the release of the same to the Concessionaire on COD. Please clarify what is intended to be done with the 5% of the Project Grant which shall be placed in the Contingency Reserve. We note that the term Contingency Reserve is used only in Clause 19.1 (b).	Project Grant as Contingency Reserve till COD; 3. The deduction shall be on a pro-rata basis for each milestone; 4. AMC agrees to the suggestion to not transfer this deducted 5% Project Grant to the Water Payment Reserve Account; 5. If in case the State and / or Central delays release of Grant, AMC shall utilize the retained Grant to fill any such shortfall; 6. The net retained Project Grant shall be released to the Concessionaire in 4 equated quarterly instalments post COD; 7. AMC shall not pay any interest to the Concessionaire on such retained Grant; 8. The interest earned, if any on the retained Grant shall be transferred to the Water Payment Reserve Account; and 9. The Concession Agreement shall define the Contingency Reserve
	Ranhill-JUSCO	19.1b, Vol III	Project Grant- AMC retains 5% as Contingency reserve till COD which shall be transferred to Water Payment Reserve to supplement funds there in We request this shall not be retained as this will make the bid expensive.	
	JMC-MBL-SREI	Clause 1.1.4 & 19.1 of RFP	Project Grants: - Pg2 of RFP clause 1.1.4 and pg 26 of	

No	Bidder	Reference on the RFP document	Query	Reply
	SPML-NWSC-VTWL	CA - CI 19.1b	<p>concession agreement clause 19.1. The referred total amount of the Project Grant is not the same; and</p> <p>- Pg 2 RFP clause 1.1.4 Project Grant contribution table by each phase: is it after deduction of 5% contingency reserve? If no, please indicate how the contingency reserve is deducted - Pro-rata for each phase?</p> <p>Request to waive the retention clause for 5% deduction from Project Grant payment as, if enforced this will require the concessionaire to bring in additional capital of 22 Cr leading to increase in project cost and annual grant. Kindly note that this is not a construction contract where 5 % retention is made from the profits of the contractor for security where as here this payment of grant is part of the project COST</p>	
	Veolia	Volume III; Clause 19.1 (b)	<p>AMC reserves the right to retain 5% of the Project Grant as "Contingency Reserve" till COD. - This clause will hamper the cash flow severely and add to the financing cost there by increasing the Project cost. This will have negative consequences on Annual Grant. Hence this clause needs to be deleted.</p>	
4	CASCAL-EA-NCC	RFP Volume-I, Clause 1.1.5	<p>This clause seems to indicate that any costs necessary for completion of the capital works over and above the Grant are at the Operator's expense and must be included in his bid. Is this reasonable given the complexity and scope of the capital works</p>	<ol style="list-style-type: none"> 1. AMC has estimated the cost of the Project based on schedule rates of Maharashtra Jeevan Pradhikaran and its preliminary estimation of the refurbishment of the distribution system; 2. The actual cost may vary based on actual

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			<p>and the time available to prepare the bid? - Suggest that a fixed equity sum is required from the Operator and if the actual capital cost (as checked by the Independent Engineer) are more than this, the excess amount is raised through other means, such as an increase in tariffs. Who is required to pay for any increases in capital costs as the result of inflation?</p> <p>The obligation upon the Concessionaire to be liable for all cost overruns many of which cannot be controlled is unreasonable. - The risk transfer to the Concessionaire is too great given the constraints implicit in the preparation of a bid.</p>	<p>market rates and / or inflation;</p> <p>3. The Concessionaire is expected to fund any cost escalation as a result of difference in market and MJP rates and / or inflation</p>
5	Veolia Ranhill - JUSCO	Volume III; Clause 25 (e)	<p>Transfer of collection account to the Water Payment Reserve Account - To ensure that the collection amount is not utilized for any other Municipal Expenditures, AMC shall ensure that all monies deposited in the Collection Account are transferred to the Water Payment Reserve Account immediately during the next working day through automatic transfer mechanism only and not within 7 days as mentioned. Please confirm.</p> <p>To clarify what is "Collection Account". - Clarification for better understanding</p> <p>To also clarify what funds/monies are remitted into this Collection Account. - If it includes payment from End User, pls clarify when due date would be bearing in mind that</p>	<ol style="list-style-type: none"> 1. All amount deposited in the Collection Account shall be transferred to the Water Payment account; 2. Such transfer from the Collection Account shall take place on a monthly basis; 3. Collection Account shall be defined in the Concession Agreement; 4. Collection Account shall be AMC's ring fenced account to receive User Charges pertaining to the water

No	Bidder	Reference on the RFP document	Query	Reply
			AMC is only required to transfer those remittance to Water Payment Reserve Account within 7 days from end of each calendar month. This may result in lost of “interest income” to Water Payment Reserve Account.	
6	CASCAL-EA-NCC		The bidder cannot be expected to accept collection risk for the project in a system where data is currently poor and where leakage, metering, new capital works, billing and customer services are being transformed at the same time. The system needs more stability before this risk can be transferred. Reasonable targets should be set when the project has been operating and after it has been possible to collect accurate data.	<ol style="list-style-type: none"> 1. The Concessionaire shall be responsible for the billing and collection of water tariff; 2. The Service Level Requirements have been covered in the Technical section of this document
7	CASCAL-EA-NCC	Construction and rehabilitation period (Clause 17)	The Concessionaire is required to undertake the construction and rehabilitation work without any source of income during the period. The investment that needs to be made in the absence of any revenue will place an enormous burden upon the tariffs that need to be charged during the operating period and also places the Concessionaire at an unacceptable level of risk.	<ol style="list-style-type: none"> 1. The Concessionaire shall be entitled to receive Water Payment during the Concession Period in accordance with Clause 26.
8	CASCAL-EA-NCC	Changes in quality of price of raw water (Clause 28.3)	The Concessionaire should not be expected to accept responsibility for changes to the quality or the cost of raw water since both of these factors are completely outside his control.	<ol style="list-style-type: none"> 1. Any hike in the cost of raw water up to 15% per annum shall not be “pass through”. The Concessionaire is expected to bear the hike in raw water charges up to 15% per annum. The Water Payment, which includes User Charges and Operational Grant should cover any such hike in the
	JMC-MBL-	Clause 28.3 b of DCA Pg 37	Page 37 Clause 28.3 (b) will not be	

No	Bidder	Reference on the RFP document	Query	Reply
	SREI		<p>acceptable to either the Concessionaire or the banks providing non-recourse funding that the Concessionaire has to accept the risk that the price of Raw Water may increase. This is something over which the Concessionaire has no control. Please confirm that if the price of Raw Water is to increase then the Concessionaire will be compensated for such increase and explain the manner in which the Concessionaire will be paid such compensation?</p> <p>It will not be acceptable to either the Concessionaire or the banks providing non-recourse funding that the Concessionaire has to accept risk that Raw Water Quality may change and the Concessionaire has to pay for any additional investment which may be needed to treat raw water which does not meet the technical criteria on which the Concessionaire based his offer. This is something over which the Concessionaire has no control and to solve the problem may involve substantial cost and time. Please confirm how the Concessionaire is to be compensated should the raw water quality change resulting in substantial additional funds and additional time needed to solve the problem?</p>	<p>cost;</p> <ol style="list-style-type: none"> 2. The hike in cost of raw water above 15% per annum shall be pass through; 3. The AMC shall determine the base rate for the raw water in the year of signing of Concession Agreement and index it by 15% per annum through Concession Period; any hike in the cost of raw water above this rate shall be borne by AMC; 4. The Concessionaire is expected to bear the cost of local fund / water cess imposed by Maharashtra Pollution Control Board; 5. The data on historical raw water charges has been attached as Annexure 2; indicating expected average rise in the raw water charges; 6. The historical details of the quality of water of Jaikwadi dam and Harsool dam have been attached as Annexure 3; 7. AMC shall provide raw water quality range, as a schedule to the Concession Agreement, that can be considered as an acceptable for the normal treatment of raw water; 8. Both AMC and Concessionaire shall not be hold responsible for the contamination, if it considers beyond their control, of raw water beyond this range; 9. If the contaminated water considered as treatable, by using more chemicals, the Concessionaire shall bear the treatment cost; 10. If the water contamination considers beyond treatment, it would be considered as Other Force Majeure
	Jindal-HCC-Manila	DCA - Clause 28.3	<p>Can there be a mechanism to adjust tariff in the event of change of price/quality/quantity of raw water?</p> <p>The Concessionaire will require fiscal</p>	

No	Bidder	Reference on the RFP document	Query	Reply
		DCA - Clause 28.3 / Change in Quality or Price	<p>stabilization provisions in order to ensure feasibility of the Project and Equity IRR.</p> <p>In the event of shortage of raw water or any other difficulty, AMC and/or the Irrigation Department should undertake to supply extra water in order to enable the Concessionaire to maintain regular supply of potable water to the end users.</p> <p>The Concessionaire should be allowed to pass on the burden of increased costs due to removal of subsidy or otherwise, to the end users / customers, by way of revision in Water Tariff.</p> <p>The water supplied by the Irrigation Department is on paid basis and the cost of obtaining the water may increase due to removal of subsidy or otherwise. In such an event, the Concessionaire should be permitted to pass on the increased cost to the end users / customers by way of revision in the water tariff.</p> <p>Further, according to the terms of the Agreement, the Concessionaire is required to maintain the water supply throughout the day (24/7) during the concession period. The availability of raw water from the Irrigation Department is fixed at a certain level. It may be considered that in the event of shortage of raw water, AMC and/or the Irrigation Department should undertake to provide</p>	<ol style="list-style-type: none"> 11. The Concessionaire shall be able to draw raw water as per Schedule XVIII of the Draft Concession Agreement; 12. If the Service Area's water demand increases beyond the allocation of the raw water then it would be AMC's responsibility to make such raw water available to the Concessionaire; 13. AMC shall make additional raw water available only in case of Concessionaire meeting all his Service Level Requirements, particularly regarding water loss; 14. AMC shall be responsible for the renewal of the agreement with the irrigation department through Concession Period; 15. The non-availability of raw water can be treated as Force Majeure as per Clause 31 of the Draft Concession Agreement; 16. During the acute water shortage problem, domestic consumption shall be the first priority; and 17. To avoid any possibility of tax implications, AMC shall deduct raw water charges from the Water Payment payable to the Concessionaire on a monthly basis

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			extra water in order to enable the Concessionaire to maintain regular supply of water to the end users. In the alternative, AMC should undertake to procure the additional supply of raw water.	
		DCA: Clause 28.1 / Supply of Raw Water	During acute water shortage event, what is the policy of Maharashtra / AMC on priority of water allocation in the Jayakwadi Dam? Is the domestic use the 1 st priority? PI clarify	
	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 13	Change in “Raw Water quality” should be defined as “other force majeure event”. Essential for fair sharing of risks.	
	Veolia	Volume-III ; Clause-28.3(b) ; Page-37	Raw Water Charges - The payments applicable to Irrigation Department and increase if any every year need to be informed. The agreement provided under Schedule-XVIII does not give any clear indication.	
	Mahindra-Suez		The operator should also be protected against the risk of raw water quantity (shortage of raw water during dry season / difficulty to modify the permit to draw water beyond 113.28 Mm ³ /year if and when needed).	
		Volume III – clause 13 Business risks	Change in raw water quality & increase of electricity tariff. These risks are beyond the control of the private operator and should be capped with a mechanism describing how to deal with	

No	Bidder	Reference on the RFP document	Query	Reply
	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 28.2	<p>these issues when the impact exceeds the cap. Raw water quality: this risk should be capped for the concessionaire. For example: as long as the impact of quality deterioration is limited to operating costs and limited investment (for instance 10 lakhs) the risk is for the concessionaire. Beyond that both parties need to agree on a solution. Raw water quantity: this cannot be the risk of the concessionaire at all and should be treated as a Force Majeure event with all relevant consequences including right to terminate.</p> <p>Please provide the cost of raw water and/or cess applicable on payment of Raw water. Also, any future increase in raw water cost shall be shared equally between AMC and Concessionaire</p> <p>Sharing of raw water cost is in the interest of the project and AMC, to keep the bid cost low. Too much uncertainty for bidders will result in expensive bids</p>	
	JMC-MBL-SREI	Clause 28.3 (b) of DCA	<p>The risk of any increase in the cost of the Raw Water (including a reduction in subsidy) is deemed to have been factored into the Annual Operational Support Grant or Premium submitted by the Preferred Bidder at the time of submitting its Bid as a contingent liability. - Considering the long time frame involved in the project and that raw water cost is state regulated, we request</p>	

No	Bidder	Reference on the RFP document	Query	Reply
	Mahindra-Suez	Volume III – clause 28.3	that changes in raw water costs should be included as a pass through item.	
	SPML-NWSC-VTWL	CA - 28.3	Risk on raw water quality and price. Ditto clause 13 and 27.2	
	Ranhill-JUSCO		Change in Quality or Price - This risk is attached to Concessionaire	
			Raw Water Quality - Risks in quality are transferred to concessionaire. Any corrective measure requiring capital or operational expense shall be borne by AMC.	
			Raw Water Supply - If the water supply demand exceeds sanctioned water quantum to AMC, AMC shall be responsible for organizing such additional quantity and concessionaire shall be held responsible for any failure to meet any performance standard.	
		General	AMC to define Implication on Service level commitments during non availability of raw water	
	JMC-MBL-SREI	Clause 28.1 of DCA	AMC will ensure that Concessionaire is entitled to draw up to 113.28 million meter cubes of RAW water from Jayakwadi Dam – What would happen if there isn't adequate water available in the Reservoir is not indicated. Please clearly indicate that not only will the Concessionaire not be held	

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	UPL-PIL-SEB		<p>responsible for fulfilling his obligations, but also that he will financially compensated for this lower supply of Raw water.</p> <p>Service reservoirs and Demands What is the cost of raw water and in the case of non availability due to draught conditions or upstream pollutions; would AMC provide provisions of water supply through tankers to the public or compensate the Concessionaire for the same?</p>	
	IL&FS-Acciona	Schedule XVIII, Vol III	To ascertain the cost towards raw water, please provide the true copy of raw water agreement with complete annexure & schedules.	
	JMC-MBL-SREI		<p>The cost of raw water is not mentioned in the tender documents and shall be paid at the rates fixed by the Irrigation Department. The risk of change in the rate of raw water in future lies with the concessionaire and no compensation shall be made by AMC. Water payment shall be made on bimonthly basis – AMC & Irr Dept Agreement</p> <p>Along with the water rates, local fund cess is also payable by AMC to the government on bimonthly basis. The rate of local fund cess is 20 paisa for every rupee of basic water charges – AMC & Irr Dept Agreement. However, it is not clear from the tender documents whether the local fund cess has to be borne by the concessionaire. The cess rate is 20% of the water charges and hence</p>	

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	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 13	shall have a considerable impact Please provide raw water all season data for all sources of water; Also, raw water design limits should be specified. This will help in better planning of operations	
	JMC-MBL-SREI	Clause 13 of DCA Clause 13 of DCA Pg 18	Business Risks – Request to provide historical data for Raw Water quality for the past 20 years for Jayakwadi dam. Concessionaire should bear the risk of changing in Raw Water Quality, increase in electricity price. Would you please provide the historical data on raw water quality for the last 5 years? Concessionaire should not take the risk of changing in raw water quality and increasing in electricity price is normally a pass through cost Kindly provide historical data for the last 20 years for Raw water quality from proposed Dam.	
	UPL-PIL-SEB		Raw water and treated water characteristics and or quality for the different seasons in a year have not been provided, kindly provide the information	
	Veolia	Volume III; Clause 28.1, 28.3 & 28.3 Schedule XVIII	AMC Conditions Precedent- completion of commitment to provide raw water - Concessionaire will require firm and legally binding commitment on supply of raw water to Concessionaire valid for the	

No	Bidder	Reference on the RFP document	Query	Reply
		<p data-bbox="451 430 714 462">Volume III; Clause 13</p> <p data-bbox="451 820 798 885">Volume III; Clause 28.1, 28.3 & 28.3 Schedule XVIII</p>	<p data-bbox="844 308 1388 397">concessionaire period of 20 years from AMC. This should be added as fifth conditions precedent of AMC. Please include.</p> <p data-bbox="844 430 1388 787">Business Risks - It is expected of any business venture to take care of the usual business risk such as foreign exchange borrowing etc. However, bidders are not willing to accept the risk of Change in Raw Water Quality (as it may require additional or special treatment which increases the Operational expenditure) or increase in electricity price or non-recovery of user fees from end users (as the Concessionaire does not have right to disconnect). Please delete this clause.</p> <p data-bbox="844 820 1388 1161">Responsibility of provision of Raw Water - Raw Water lifting charges - The responsibility of providing raw water to meet the water demand projected by Concessionaire rests only with AMC. At any time, if AMC is not in a position to meet the demand projected by the Concessionaire, AMC need to compensate Concessionaire an amount equal to the water charges that would have been available to the Concessionaire if the gap in demand was met.</p> <p data-bbox="844 1193 1388 1250">Please specify the correct units for raw water quantity of 113.28.</p> <p data-bbox="844 1282 1388 1364">The agreement between AMC and Irrigation department is valid for 6 years commencing from November 2009. Since the agreement</p>	

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			<p>is between AMC and Irrigation department the invoice need to be made by Irrigation department in the name of AMC only and the payment shall be made by AMC to the Irrigation department. If the payment has to be made directly by the Concessionaire then a tripartite agreement is need to be made among AMC, Irrigation Department and Concessionaire to this effect. This may not be feasible.</p> <p>The Clause no. 4 of the agreement between Irrigation Department and AMC indicates that the Government will not take responsibility of non-supply or inadequate supply of water on any account whatsoever. Concessionaire will require firm and legally binding commitment valid for concessionaire period of 20 years from AMC to this effect. This should be added as a conditions precedent of AMC as part of the draft Concession agreement.</p> <p>All the comments made with regard to electricity charges are applicable to raw water charges as well.</p> <p>Additional cost of processing due to change in raw water quality need to be considered by AMC. Concessionaire need to be compensated for adverse change in quality. Suitable clauses need to be incorporated in the Draft Concession agreement.</p> <p>Minimum raw water charges mentioned in</p>	

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	<p data-bbox="262 824 428 849">UPL-PIL-SEB</p> <p data-bbox="262 1162 384 1214">Mahindra-Suez</p>	<p data-bbox="453 553 741 578">Volume III; Schedule VII</p>	<p data-bbox="846 310 1386 362">Schedule XVIII vide Clause 12 (i) is not acceptable.</p> <p data-bbox="846 399 1386 545">In view of all the above, raw water supply should be considered as AMC's responsibility and the cost of which should not be charged by AMC to the Concessionaire.</p> <p data-bbox="846 583 1386 821">Raw Water Quality data of Jaykwadi reservoir. - Please provide year wise data of Raw Water Quality. Also please confirm the data related to Raw Water Quality provided in Annexure II, pertains to which year? This is required to ascertain the treatment processes required to meet the CPHEEO quality parameters.</p> <p data-bbox="846 859 1386 1154">PAYMENT FOR RAW WATER Clause 28.3 b of the Concession Agreement indicates that the risk of any increase in the cost of Raw water is deemed to have been factored into the Annual Operational Support Grant or Premium - AMC needs to review this as in long term Concession Contracts the Concessionaire is asked to model based on present Tariff and if any increase is there it would be to the account of the Client</p> <p data-bbox="846 1192 1386 1365">Change in raw water quality & increase of electricity tariff. - These risks are beyond the control of the private operator and should be capped with a mechanism describing how to deal with these issues when the impact exceeds the cap. Raw water quality: this risk</p>	

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	IL&FS-ACCIONA CASCAL-EA-NCC Jindal-HCC-Manila	DCA: Schedule XVIII- Agreement with Irrigation for Raw Water, page 2/13 and 4/13	<p>should be capped for the concessionaire. For example: as long as the impact of quality deterioration is limited to operating costs and limited investment (for instance 10 lakhs) the risk is for the concessionaire. Beyond that both parties need to agree on a solution.</p> <p>Raw water quantity: this cannot be the risk of the concessionaire at all and should be treated as a Force Majeure event with all relevant consequences including right to terminate. Quality: this risk should be capped for the concessionaire. For example: as long as the impact of quality deterioration is limited to operating costs and limited investment (for instance 10 lakhs) the risk is for the concessionaire. Beyond that both parties need to agree on a solution.</p> <p>Please mention the present value of raw water payment / deposits if any and indicative future escalation value.</p> <p>The quality and price of the raw water are not within the control of the Concessionaire and as a consequence this risk should be borne by the AMC and the service users. - There needs to be fair risk allocation.</p> <p>The AMC has the Government permission to draw 113.28 MM³. The assessment of water charges shall be done according to the actual use /lifted quantity and according to the type of use.</p> <ul style="list-style-type: none"> • PI provide details of the water charges to 	

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	Ranhill-JUSCO	28.3 b, Vol III	<p>be paid to the Irrigation Dept. use wise (Domestic/Industrial) and per MM³/year?</p> <ul style="list-style-type: none"> • What is the % increase of this water charge per year? • PI provide the signed copy of the Agreement with the Irrigation Dept. There is no signature of the EE. <p>Raw Water Costs</p> <p>Pls provide the existing Per KL raw water rate. All future increase in raw water costs should be borne by AMC.</p>	
	Veolia	Sch XVIII, Vol III Volume III; Schedule XVIII; Clause 9 Volume II, 1.1.13 B (i), Page 59 & 62;	<p>Agreement with Irrigation Dept Regarding Drawing water :</p> <p>Pls provide the following</p> <ol style="list-style-type: none"> 1. Cost of Raw Water fixed per KL or any metric unit. <p>Pls provide a signed copy of the agreement between AMC and Irrigation dept.</p> <p>Collapse of the proposed scheme - It is mentioned that Stage I and Ph-I of Stage II are collapsed due to rapid growth of city. If the same trend continues in future what would be the procedure to handle the deficits and how concessionaire is compensated. In case of sudden increase in demand of water due to sudden growth of the city, as it had already happened thrice in the past 20 years period, how the concessionaire will be compensated for drawing more than the prescribed raw water and for non achievement of service level requirements.</p>	

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9	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 27	<p>(i) The agreement should clearly explain the arrangement for power connection. The clause as of now is vague with “either-or” kind of sub-clauses.</p> <p>(ii) Also, Increase in power tariff should be a total pass through to AMC.</p> <p>(i) AMC getting power connection (as opposed to concessionaire) in their name has material impact on the project.</p> <p>(ii) Power tariff as a ‘pass-through’ is as per usual practice in infrastructure projects.</p> <p>(iii) As it is, 6% increase in annual grant will not be sufficient for increase in power, chemicals, manpower, consumables, and establishment costs)</p>	<ol style="list-style-type: none"> Any hike in the cost of electricity charges up to 10% per annum shall not be “pass through”. The Concessionaire is expected to bear the hike in electricity charges up to 10% per annum. The Water Payment, which includes User Charges and Operational Grant should cover any such hike in the cost; The hike in cost of electricity charges above 10% per annum shall be pass through; The AMC shall determine the base rate for the electricity charges in the year of signing of Concession Agreement and index it by 10% per annum through Concession Period; any hike in the cost of electricity charges above this predetermined rate shall be borne by AMC; AMC has provided historical data on electricity charges as Annexure 4; indicating expected average rise in the electricity charges; To avoid any possibility of tax implications, AMC shall deduct electricity charges from the Water Payment payable to the Concessionaire on a monthly basis; AMC shall not represent Concessionaire before MERC; AMC shall retain power connection(s) for the Project on its own name to avoid possibility, if any to get it categorized either as commercial or industrial connection from public power works; Clause 27.2 (c) of draft Concession Agreement discuss the situation of
	JMC-MBL-SREI	Clause 27.2 (d) of DCA	<p>It is expressly agreed between the Parties that any risk that the Project will not receive a concessional rate for electricity supply is deemed to have been factored into the Annual Operational Support Grant or Premium submitted by the Preferred Bidder at the time of submitting its Bid as a contingent liability. – Considering the long time frame involved in the project and that electricity tariff is state regulated, we request that the base tariff for electricity should be identified and fixed before the bidding process. Any change in tariff should be included as a pass through item.</p>	
		Clause 27.2 d of DCA Pg 36	<p>It is not acceptable for the Concessionaire to accept risk that electricity price may change. This is something over which he has no</p>	

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	<p data-bbox="262 521 386 578">Mahindra-Suez</p> <p data-bbox="262 1162 359 1247">SPML-NWSC-VTWL</p>	<p data-bbox="453 764 789 821">Volume III – clause 27.2 (c) and (d)</p>	<p data-bbox="846 310 1360 488">control and no ability to cost for. Please confirm that the Concessionaire will be compensated should the electricity price increase during the term of the Concession Agreement and the method by which such compensation is paid?</p> <p data-bbox="846 521 1381 716">Change in raw water quality & increase of electricity tariff. These risks are beyond the control of the private operator and should be capped with a mechanism describing how to deal with these issues when the impact exceeds the cap.</p> <p data-bbox="846 756 1381 854">The 2 risks described here (electricity tariff + legal risk) are too high for the concessionaire to take. We suggest 2 solutions:</p> <ul data-bbox="894 862 1381 1089" style="list-style-type: none"> - Clarifying the situation before the deadline for submission if possible. That would be the best option, otherwise - including a mechanism in the contract to limit the risk taken by the concessionaire. <p data-bbox="846 1130 1381 1365">Subject to the terms of this Agreement, the Concessionaire shall bear all business risks that are inherent in the financing, development, construction, operation and maintenance of the Project Facilities. For the avoidance of doubt, such business risks include but are not limited to any risks in relation to foreign exchange borrowing,</p>	<p data-bbox="1503 310 1997 513">arrangement between AMC and the Concessionaire under Clause 27 become invalid. In such situation the Concessionaire shall be liable to pay damages, fees, costs, taxes, expenses or penalties only for the Concession Period and not otherwise; and</p> <p data-bbox="1461 521 1997 634">9. The Concessionaire shall bear the electricity cost towards any other alternate water sources including Harsool, and Nahar-E-Ambri Scheme</p>

No	Bidder	Reference on the RFP document	Query	Reply
			<p>change in Raw Water quality, increase in electricity price and non-recovery of user fees from End Users - Request to make electricity and raw water charges as Pass Through charges to be reimbursed by AMC such that the bidders need not add guess estimates for the cost escalation for these items and bid exorbitant Annual grant</p> <p>It is expressly agreed between the Parties that any risk that the Project will not receive a concessional rate for electricity supply is deemed to have been factored into the Annual Operational Support Grant or Premium submitted by the Preferred Bidder at the time of submitting its Bid as a contingent liability. Accordingly the Concessionaire shall not be entitled to any relief, compensation, extension of Concession Period or have any kind of recourse whatsoever under this Agreement if the cost for electricity for the Project increases or the electricity for the Project is not available at a concessional rate - It is a great Risk not getting concessional rate for electricity. Hence our request for making the electricity charges as pass through charges are more appropriate</p> <p>AMC shall pay such invoice in accordance with the terms of such invoice and the Concessionaire shall reimburse AMC for the charges levied under such invoice in the manner agreed between the Parties (including but not limited to a deduction from</p>	

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	Veolia	Volume-III; Clause-27.2(c) ; Page-36	<p>the Water Payment); or the Concessionaire shall pay such invoice directly - Request AMC to bear the charges for Raw water as the amount payable is not indicated in the RFP documents</p> <p>Electricity Charges - This clause is not acceptable. It is better to decide before bidding itself as to who will pay the electricity charges. A financial model can not be frozen without having clarity on 'concession' which is applicable only to the AMC and not to the bidder.</p>	
	Jindal-HCC-Manila	DCA - Clause 27.1	<p>We request for more clarity on this Clause 27.1. We understand that tariff payable by the consumers (including a utility like the current) for the electricity supplied to them by the distribution licensee is determined by the respective State Electricity Regulatory Commission. In the present case the tariff will be payable as determined by the Maharashtra Electricity Regulatory Commission ("MERC") from time to time. By using the term 'assist', does the AMC imply that it shall represent the Concessionaire before the MERC when the next Tariff Petition is filed by the Maharashtra State Electricity Distribution Company Limited / appropriate distribution licensee before the MERC in order to provide a separate tariff for the Project and/or will file a petition for modification of tariff applicable to the Project even during the subsistence of a tariff order?</p>	

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	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 27.2,(b)	<p>Given the regulatory mechanism, we request more clarity as to how does the Authority proposes to fulfill this obligation.</p> <p>What happens if AMC does not pay in time and the electricity distributor levies "late payment fine"? In that case, who will pay – AMC or Concessionaire? This sub-clause shall be removed. A firm arrangement should be established to avoid any confusion.</p>	
		27.1, Vol III	Electricity connections - Pls provide the existing electricity tariffs required	
		27.2, Vol III	Electricity connections - Clause 27.2 c states that AMC shall not be liable for any costs \ corrective invoices for a previous period & will not compensate the concessionaire. In addition it states the concessionaire will have to bear damages\ fees for invoices of previous period. The concessionaire should not be liable for any liabilities for the period before the appointed date.	
	Mahindra-Suez	Volume III – clause 27.2 (c) and (d)	The 2 risks described here (electricity tariff + legal risk) are too high for the concessionaire to take. The concessionaire cannot take the risk of the tariff category: concessional rate or not. This needs either to be clarified before submission date which is the best option (letter from the power company + legal advice from the AMC legal advisor) or the concessionaire should be compensated 100% from any change in the tariff category.	

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	Veolia	Volume III; Clause 27	<p>Payment of electricity charges by AMC - Following need to be considered:</p> <ol style="list-style-type: none"> 1. Concessionaire will not be in a position to know what could be the future escalations in the electricity charges and hence it is difficult to factor the changes in electricity charges in the financial model. Bidders are not willing to take the risk of escalation in electricity charges. Hence, electricity charges need to be paid directly by AMC and Concessionaire should not be asked to reimburse the same. 2. Further, if a reimbursement of the electricity charges is required to be made by the Concessionaire to AMC, Concessionaire will have to consider Service Tax to this amount. This will be an additional expenditure in the Project Cost. 3. If AMC still insists that electricity charges should be born by the Concessionaire, to avoid the additional expenditure of Service Tax, it is suggested that AMC shall debit electricity charges paid by AMC to the Annual Operational Support Payment/ Annual Grant of Concessionaire. In such case, applicability of Service Tax need to be ascertained before confirming the same. 4. Electricity connection should be in the name of AMC only as concession in electricity charges may not be available to a private company. 	

No	Bidder	Reference on the RFP document	Query	Reply
	UPL-PIL-SEB CASCAL-EA-NCC Veolia		<p>ELECTRICITY CHARGES Clause 27.2ii of the Concession Agreement indicates that Concessionaire shall reimburse AMC the charges levied - AMC needs to review this as electricity constitute about 60% of the variable costs and would impact the viability of the project to the Concessionaire. In most long term Concession Contracts the electricity Tariff is a pass through or Concessionaire is asked to model based on present tariff and if any increase is there it would be to the account of the Client.</p> <p>It is unreasonable for the Concessionaire to be required to accept the risk of changes in the price of electricity or the impact of changes in raw water quality since it has no control or influence over either of these factors. - The Concessionaire should only be asked to take responsibility for those matters which it is able to manage. Suggest a 'pass-through' of increases in these costs.</p> <p>Please state whether electricity will be available through the AMC and what the tariffs will be. - AS mentioned above, in cl 13. A 'pass-through' arrangement (both for increases and savings) would be fairer and benefit both AMC and the Operator.</p> <p>Who will pay the electricity charges towards Operation & Maintenance of any other alternate sources including the Nahar-E-Ambri Scheme?</p>	
10	CASCAL-EA-		The performance standards expected from	The query is clarified in the Technical Section of

No	Bidder	Reference on the RFP document	Query	Reply
	NCC		the Concessionaire given the current knowledge of the water system are unrealistic. As a general point, standards and targets need to be set at a stage in the contract when good quality information is available which allow informed judgments to be made.	this document.
11	IL&FS-Acciona Jindal-HCC-Manila Ranhill-JUSCO JMC-MBL-SREI	Clause 1.1.6 ,Vol I, RFP The Concessionaire shall pay the expenses related with the India Infrastructure Project Development Fund assistance and the scrutiny charges of the Maharashtra Jeevan Pradhikaran. Vol- 3, Concession Agreement , Clause 1.1.6 Clause 1.1.6 of DCA	<p>Please mention the amounts payable towards India Infrastructure Project Development Fund assistance and the scrutiny charges of the Maharashtra Jeevan Pradhikaran.</p> <ul style="list-style-type: none"> Please provide the Structure and details of the Expenses Will these payments, as made under the respective policies mention in this Clause, be a pass-through in the tariff / Annual Operational Support Grant. <p>(i) Please provide specific sums to be paid to IIPDF and scrutiny charges to MJP (ii) What's the role of MJP in this project and please explain what is meant by "scrutiny charges" (iii) Please also mention timing of this payment</p> <p>The Concessionaire shall pay the expenses related to the India Infrastructure Project Development Fund and the scrutiny charges of the Maharashtra Jeevan Pradhikaran – Request to provide an estimate of the costs</p>	<ol style="list-style-type: none"> Amount payable towards: <ol style="list-style-type: none"> India Infrastructure Project Development Fund – Rs 92,04,000/- (Rupees Ninety Two Lakh and Four Thousand Only) Maharashtra Jeevan Pradhikaran (MJP) – Rs 82,46,000 (Rupees Eight Two Lakh Forty Six Thousand Only); please refer Annexure 14 These payments should be made on signing of the Concession Agreement; These payments can be considered as a total cost of the Project; The role of MJP – MJP is assessing and recommending AMC's claim for grant to be received from the Government

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	Veolia CASCAL-EA-NCC	Volume-I ; Clause – 1.1.6 ; Page-2	involved Expenses related to India Infrastructure Project Development Fund assistance and the scrutiny charges of the Maharashtra Jeevan Pradhikaran. - Kindly explain the details of these expenses. The charges payable to the India infrastructure Development Fund and the scrutiny charges of the Maharashtra Jeevan Pradhikaran will need to be specified - To enable the Bidders to make an appropriate allowance in the bids.	
12	IL&FS-Acciona	Clause 7.1 (a) – Vol III, Draft Concession agreement AMC shall employ best efforts to facilitate hand over vacant possession of Portion A of the Project Site on or before the Appointed Date and will endeavour to hand over vacant possession of the parts of the Project Site referred to as Portion B in accordance with the Land Delivery Schedule as set out in SCHEDULE III. AMC shall further grant a right of way to the Concessionaire, free from all encumbrances over Portion A of the Project Site as described in SCHEDULE III;	This provision of Handover of the vacant possession of Portion A of the project site should be part of AMC's Condition Precedent	<ol style="list-style-type: none"> 1. The AMC shall provide land delivery schedule for Portion A of the Project Site. The delivery schedule for Portion A of the Project Site shall not be beyond Appointed Date; 2. The land delivery schedule for Portion A shall be Condition Precedent in the Concession Agreement; 3. A definite timeline for land delivery schedule for Portion B of the Project Site shall be provided; 4. The timeline to handover Portion B shall not be more than 24 months from the date of signing of Concession Agreement; 5. The land delivery schedule for Portion B shall be Condition Subsequent / obligation of the AMC in the Concession Agreement; 6. AMC shall pay penalty to the Concessionaire on failing to deliver Portion B of the Project Site by this timeline; 7. The penalty amount shall be equivalent to

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	JMC-MBL-SREI	Clause 7.1 of DCA Pg 9 Vol- 3, Concession Agreement ,Clause no 7.1, c	Please provide land handover schedule/time and detailed information for Portion A and Portion B. Schedule III was not provided. To define “ on best effort basis ” AMC should undertake to hand over to the selected bidder physical possession of Project site free from all encumbrances with the necessary rights of way/way leaves not only to the project site but also public thoroughfares for the purpose of implementing the project in accordance with the agreement on such terms and conditions as may be reasonably required so as to cause minimum inconvenience to the public at large. AMC shall also grant Right of way to the site for the purpose of the Project.	the EIRR, i.e. 15.5% for the delay. E.g. if AMC defaults on its land delivery obligation for Portion B of the Project Site by 6 months, and Concessionaire have invested say Rs 30 Crore as an equity by that time in the Project, then the total penalty would be Rs 2.33 Crore (Rs 30 Crore x 15.5% / 2); 8. There shall be provision for AMC to request for an extension of land delivery deadline with the Concessionaire, not later than 6 months. It shall completely be Concessionaire’s prerogative to allow such extension; 9. The Independent Engineer shall determine the amount of penalty payable to the Concessionaire; 10. AMC shall use the Water Payment Reserve Account to pay penalty, if any to the Concessionaire; 11. Any dispute related to the penalty shall be resolved in accordance with Clause 37 of the Concession Agreement; 12. The penalty mechanism shall be the part of Concession Agreement;
	IL&FS-Acciona	Construction of WTP	Concessionaire shall be allowed for construction of WTP in modules, for the avoidance of doubt the entire modules shall be constructed in the first 3 years itself. And the operation of each module shall keep on increasing based on increase of demand; this may help for economical operation. - Please specify extend of land available for the construction of WTP, MBR and for the other new project components.	
	JMC-MBL-SREI	Clause 7 of DCA	The Schedule of Handing over of Land and possession of site is not defined in the tender documents. It shall be determined between the concessionaire and AMC during the Preparatory Period – Parcel A and Parcel B should be identified and schedule of transfer	

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	Veolia	<p>Volume III; Clause 5.2 (b) (Legal)</p> <p>Volume III; Clause 7.1 (a) (Legal)</p>	<p>to land should be confirmed before signing of Concession Agreement. Handing over of Parcel A of the project site should be made part of AMC's Condition Precedent. We request that AMC follows GOI's Model Concession Agreement.</p> <p>Details of Land Transfer to be specified in terms of Time lines. We understand that the Land would be transferred during the preparatory period. Details of the two part Part (a) and Part (b) should be explained.</p> <p>AMC Conditions Precedent- vacant possession of portion A of the project site - Handing over the vacant possession of portion A of the project site on or before the Appointed Date should be the third conditions precedent of AMC. Please include.</p> <p>AMC shall employ best efforts to facilitate hand over vacant possession - Instead of "best efforts" it should mentioned that 'AMC shall handover' the vacant possession and this may be one of the obligations of AMC.</p> <p>Schedule III need to be defined in detail during the pre-bid stage itself as any issue concerning the handing over of vacant possession may hamper the progress of the Concession contract which will in turn affect the business plan.</p>	
	RANHILL-	Concession Agreement –	To clarify why AMC's obligation to make	

No	Bidder	Reference on the RFP document	Query	Reply
	JUSCO	clause 7.1(a)	available to the Concessionaire the Portion A and Portion B of the Project Site is based on “best efforts” and “endeavour” basis only? - Availability of “Project Site” is a critical element for the successful execution of the Work. As such, the provision of the Project Site to the Concessionaire by AMC should not be taken lightly (by virtue of the words “best efforts” and “endeavour” used) without certainty that it is AMC’s obligation?	
13	IL&FS- Acciona	Clause 7.1 (d) – Vol III, Draft Concession agreement The Concessionaire shall be liable to pay any property taxes or any cess, tax or duties in relation to the Project Site for the Concessionaire’s Project Assets.	Please clarify, whether Concessionaire project assets include both new assets created as well as assets under rehabilitation.	<ol style="list-style-type: none"> 1. The Project Assets, new or existing / refurbished shall be owned by AMC through Concession Period; 2. AMC shall grant Concession to the Concessionaire to operate these assets; 3. AMC shall pay the applicable property tax on all assets; 4. The Concessionaire can claim depreciation as per Indian GAAP / Accounting Standards in India; 5. The Concessionaire can provide charge on Project cash flow and not assets to the lenders
	Ranhill- JUSCO	7.1d, Vol III	Concessionaire shall be liable to pay any property taxes or cess in relation to the project site for the concessionaire’s project assets - The property will be owned by AMC at all times therefore, this should not be responsibility of Concessionaire. Pls confirm.	
	SPML- NWSC- VTWL	CA - 7.1 (d)	The Concessionaire shall be liable to pay any property taxes or any cess, tax or duties in relation to the Project Site for the Concessionaire’s Project Assets - As these amount of these taxes are not specified, it is not possible for the bidder to factor this in his cost. So request that these taxes are to be reimbursed at actual	

No	Bidder	Reference on the RFP document	Query	Reply
	Mahindra-Suez	Volume III - Clause 7.1. (d) General provisions relating to the Project Site	We wonder which Party should be liable to pay the property tax and duties relating to the Project Site - We recommend that any such taxes be paid directly by AMC and not by the Concessionaire	
	CASCAL-EA-NCC	Clause 7.1 d	The fees specified in this clause need to be defined to enable them to be taken into account by the prospective concessionaire. - To enable financial modeling to be completed accurately.	
	JMC-MBL-SREI		Depreciation & Property Tax - the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. - What about rehabilitation of existing assets - for ex – rehabilitation of WTP. Who is the owner of such assets?	
	Veolia	Volume III; Clause 8.2	Depreciation of property to be made by the concessionaire - The depreciation of property representing capital investment made by the concessionaire will be based on the ratio of investment made by concessionaire and AMC vis-à-vis the total depreciation. Please confirm.	
	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 8.2	‘Concessionaire project assets’ should also include assets implemented by the concessionaire through grant money The lender will require full charge on the assets for lending to the project. Partial charge will not enable financial closure.	

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	Veolia	<p>Vol- 3, Concession Agreement ,Clause no 38.1</p> <p>Clause 7.1 (d)</p>	<p>Please review the assignment clause and enable assignment of project assets in favor of lenders. Without this, no lender will lend to the project.</p> <p>Liability to pay any property taxes or any cess, tax or duties - Kindly provide last four years record of taxes, cess, etc. paid on each account</p> <p>The Concessionaire shall be liable to pay any property taxes or any cess, tax or duties in relation to the Project Site for the Concessionaire's Project Assets. - The land(s) belongs to AMC and hence AMC need to pay the taxes themselves being the title holder.</p> <p>Please elaborate the various taxes and cesses being paid by AMC at present. If taxes are to be paid by the Concessionaire on behalf of AMC, then it is necessary to freeze this amount based on the present taxes and payments by AMC, as otherwise Concessionaire will not be able to incorporate this expenditure in the financial model. Kindly provide last four years record of taxes, cess, etc. paid on each account</p> <p>Existing taxes, cess etc., - Please provide the details of the existing taxes (service tax, works contract tax), cess etc., if any to be considered while invoicing AMC during concession period. This information is necessary so that all bidders are bidding</p>	

No	Bidder	Reference on the RFP document	Query	Reply
	Ranhill-JUSCO	Clause 33.1 (e)	<p>based on the same tax structure during this period.</p> <p>To clarify why the necessity for Concessionaire to be liable to pay property taxes/any cess, tax or duties for the Concessionaire's Project Assets - This would require Concessionaire to NOT only bear such taxes for the rights (eg. License) granted to it under this Agreement but also over the Existing Assets, which are essentially assets owned by AMC.</p> <p>Even if Concessionaire is agreeable to bear such taxes, to bear in mind that (clause 34.7) upon expiration of Concession Period or earlier termination of the Concession, all the Project Assets are to be transferred to AMC. As such, Concessionaire should be entitled to a refund of the taxes paid for those period of time in which the Project Assets are transferred back to AMC.</p> <p>Shouldn't Concessionaire be allowed to create encumbrances over the Concessionaire Project Assets as security for the Financing Documents? - Necessity to raise funding, where necessary.</p>	
14	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 30	<p>(i) Changes in taxes & duties should also be included in the definition of "Change in law"</p> <p>(ii) Concessionaire is compensated only if aggregate financial effect is more than 5% of total project cost. That's almost Rs 32 Crores per annum which is a very high cap</p>	<ol style="list-style-type: none"> 1. "Changes in Tax" has already been covered in the definition of Change in Law. Please refer Schedule I Definitions of Draft Concession Agreement; 2. The Change in Law is not in control of AMC

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	JMC-MBL-SREI	Clause 30 of DCA	<p>(i) Too much risk transferred to the concessionaire. There should not be any restriction on claiming compensation.</p> <p>(ii) Compensating on the basis of 15.5% IRR (Equity) is too low for such a water concession project. It should be at least 20%.</p> <p>In case of any changes in law which results in increase in costs or decrease in net after tax return of the concessionaire in any financial year, the concessionaire shall bear such incremental costs upto 5% of the total project cost. Modifications in the project agreements shall be affected only after such costs increase beyond 5%. Similar conditions for decrease in costs beyond 5% of the project cost in any financial year – As per standard Model Concession Agreement (MCA) of NHA this change of law expenses is capped to financial effect of either 1 crore or 0.5% of the annuity (whichever is higher) – we request you to change this cap to 0.5% instead of 5%.</p>	
	Mahindra-Suez	Volume III – clause 30.1 & 30.2	<p>The 5% limit is too high as 5% of the project costs represent about 30 crores. The risk is far too high for the concessionaire. The compensation mechanism should start before a change in law impacts the concessionaire in excess of 30 crores.</p>	
	JMC-MBL-SREI	Clause 30.1 of DCA Pg 38	<p>Concession will take the risk for cost increase (up to 5%) if there is change of law.</p>	

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	Veolia	Volume III; Clause 30.1 & 30.2	<p>According to other PPP projects in India, 5% is very high. We suggest it should be revised to 0.5%.</p> <p>Change in law - increase or reduction in costs - Any increase in cost or reduction in net after tax return need to be compensated fully and not when it exceeds 5% as it will affect the business model seriously and negatively otherwise.</p>	
	Mahindra-Suez	Volume III; Clause 30.1 & 30.2	<p>Mechanism is OK but the 5% limit is too high as 5% of the project costs represent about 30 crores. - The risk is far too high for the concessionaire. The compensation mechanism should start before a change in law impacts the concessionaire in excess of 30 crores.</p>	
	CASCAL-EA-NCC	Change in Law leading to increase in costs 30.1	<p>The provisions for changes in scope do not allow the Concessionaire to assess the impact of possible additional costs with accuracy because there are several ways in which his costs can be reimbursed (20.6 (a) i) to v) - There needs to be certainty about the way in which additional costs can be reimbursed to ensure that the Concessionaire can assess the risks to which he is exposed.</p> <p>The trigger level to allow recovery of costs at 5% of the Project Cost is Rs 32 crores. (£455,000) This level is too high and should be reduced. - Trigger point suggested is 1% of the project cost.</p>	

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15	IL&FS-Acciona	Clause 20.4, Vol III, Compensation for change in Scope The compensation that the Concessionaire is entitled to receive for undertaking a Change in Scope shall be determined with the object of ensuring that such Change in Scope shall not negatively affect the Equity IRR that the Concessionaire would otherwise have received but for such Change in Scope.	This clause is not clear. Kindly clarify the proposed compensation mechanism pertaining to this Clause.	1. AMC shall be allowed to change in scope of work during the Construction and Rehabilitation Period; 2. The Independent Engineer shall verify such request, assess the impact on the time schedule as well as cost of the Project; 3. The Independent Engineer shall consult both with AMC and the Concessionaire before arriving any decision; 4. The decision of AMC shall be binding on both Independent Engineer and the Concessionaire; 5. The Independent Engineer shall provide opinion on Change in Scope within 90 days of such request by AMC; 6. AMC agrees to remove the limit of 5% additional cost, to determine Additional Minor Works and Additional Major Works; 7. Any cost escalation as a result of change in Scope-of-Work and / or change in quantity shall be paid by AMC; 8. If the Change-in-Scope and / or change in quantity results into lower cost of the Project, the Concessionaire shall return Grant in proportion, i.e. if in case the cost of the Project reduces by 3% as a result of Change-in-Scope and / or change in quantity the Concessionaire shall return the 3% of the Grant to AMC; 9. Any such returned Grant amount shall be transferred to the Water Payment Reserve Account; 10. AMC shall determine revised cost, as a result of Change in Scope and / or
	Jindal-HCC-Manila	DCA: Clause 20.1 (b), 20.2, 20.5 & 20.6 pages 27-29	<ul style="list-style-type: none"> • Compensation in Change in Scope • Expansion of the jurisdiction of AMC as a deemed Change in Scope • Please provide the process and method of compensation due to increase in jurisdiction • Request for additional payment / premium for the services of the Concessionaire in carrying out Change in Scope. 	
	RANHILL-JUSCO	Concession Agreement – clause 20.1(a)	Can the Concessionaire be given an opportunity to ascertain if the request for Change in Scope by AMC could be entertained in terms of both costs and specification? - Necessary for efficiency of implementation.	
	UPL-PIL-SEB		COMPENSATION OF ADDITIONAL MINOR/MAJOR WORKS For changes in	

No	Bidder	Reference on the RFP document	Query	Reply
	Ranhill- RANHILL- JUSCO	20.5, Vol III	scope where additional costs are 5% or less for minor works or greater than 5% for major works - AMC needs to review this and clearly define Major and Minor works as DPR has been worked with old standard rates and does not include present rates, non standard items and inflation	additional material quantity, of the Project based on current schedule of rates for the Aurangabad region prepared by MJP; the Clause 20.3 (b) (ii) stands unchanged; and
	Veolia	Volume III; Clause 20.1 (a)	How may changes of 5 percent each during entire concession period should be considered minor	11. The compensation shall be based on Equity IRR of 15.5% to bring all Bidders on the same platform; and
	SPML- NWSC- VTWL	CA - 20.6 (a)	Change of Scope - Any cost due to change in scope need to be born and incurred by AMC directly and not as a reimbursement to Concessionaire. Kindly amend this clause suitably.	12. The mode of compensation as discussed in Clause 20.6 shall be mutually agreed between the Concessionaire and AMC, no change
	UPL-PIL-SEB	20.1	For Changes in Scope where the additional costs are greater than five percent (5%) of the Project Cost ('Additional Major Works'), the manner in which AMC shall compensate the Concessionaire shall be agreed between the Parties in accordance with Clauses 20.3(e), 20.3(f) and 20.3(g). Such manner of compensation may include but not be limited to - Selection of payment method should be mutually between concessionaire and AMC.	
	Mahindra-	Volume III - Clause 20.3 (b) (ii)	The clause clearly says the additional works are required by AMC; hence we request AMC that this shall be made in accordance with the provisions of this clause 19.2(a)	
			The mechanism to compensate the cost to	

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	Suez		the concessionaire has to be fair. - We do not know if the Maharashtra Jeevan Pradhikaran schedules of rates is a reasonable references to be used.	
	Ranhill-JUSCO	Vol- 3, Concession Agreement, Clause 20.3	(i) Estimation of capex for increase in scope should not be based on MJP schedule of rates, but based on market rate and as approved by independent engineer (ii) Deciding compensation based on 15.5% IRR (Equity) is very low. The IRR (Equity) should be same as quoted in the financial model.	
		RFP, Volume 1, Clause 1.1.11	AMC's shall use its rights to amend, alter, change, supplement scope of work only in consultation with the Concessionaire and after appropriate compensation is decided.	
		20.6 (a)(iii), Vol III	We request AMC to delete the sub-clause increase concession period is not acceptable as compensation since the impact would be felt only after 20 yrs. The relief should be immediate as expenses are already made.	
	Veolia	Volume III; Clause 20.5 & 20.6	Compensation for additional minor works - As bidders can not envisage any additional works during the bidding stage, cost incurred towards creation of any new assets (Additional Minor Works or Additional Major Works) need to be paid by AMC in advance. Moreover, such would not have been factored in the financial model by the bidders during the bidding stage. In case of Additional Major Works, if AMC is not in a	

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	SPML-NWSC-VTTL	Clause 20.4	<p>position to bring this amount, Concessionaire shall incur this cost and claim as Annuity over the period of the Contract. The annuity will cover the interest cost agreed in advance between Concessionaire and AMC before bidding.</p> <p>The compensation that the Concessionaire is entitled to receive for undertaking a Change in Scope shall be determined with the object of ensuring that such Change in Scope shall not negatively affect the Equity IRR that the Concessionaire would otherwise have received but for such Change in Scope - Procedure, methodology and calculation clarity should be given</p>	
16	Jindal-HCC-Manila	<p>RFP - Clause 1.1.5:</p> <p><i>“The Concessionaire will be required to make any additional investment to meet its obligations for implementing the Project in accordance with the terms of the Draft Concession Agreement.”</i></p>	<ul style="list-style-type: none"> • Please clarify whether the ‘additional investment’ mentioned in Clause 1.1.5 of the RFP is the same as the “Change in Scope” provided for at Article 20 of the Concession Agreement? • If not covered under the ‘Change of Scope’ provision of the Concession Agreement, please clarify what is the amount of ‘additional investments’ that may be involved. • Will these ‘additional investments’ be a pass-through in the tariff / Annual Operational Support Grant. • There is no appropriate definition of Annual Operational Support Grant. Further there is no description as to what 	<ol style="list-style-type: none"> 1. The additional investment mentioned in Clause 1.1.5 of RFP Volume I and Change in Scope mentioned in Clause 20 of RFP volume III are not same. AMC has estimated Project cost based on certain assumptions and AMC’s Grant commitment is based on this estimation. AMC shall not assume any responsibility and not provide any additional Grant than already stated in the RFP Document. The Concessionaire has to fund any cost escalation on its own. The reference of additional investment in Clause 1.1.5 of the RFP Volume I should be viewed in this context; 2. Bidders are expected to take any such Project cost escalation into consideration while submitting its Financial Bid;

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			<p>shall be factored into the calculation of such Annual Operational Support Grant. Therefore, where the AMC expects a payment / investment to be made by the Concessionaire, such payment / investment shall be a pass-through in the Annual Operational Support Grant.</p> <ul style="list-style-type: none"> Under the RFP read with the Concession Agreement, the Annual Operational Support Grant will be the amount which the Bidder will quote in its Bid proposal. But it may be noted that these quotes can only be based on foreseen / reasonable circumstances which are usual in projects of this nature. Therefore, if any additional investments are required to be made, then there should be a provision to vary the Annual Operational Support Grant, post award, if there can be no change in the tariff. 	
17	<p>IL&FS-Acciona</p> <p>Jindal-HCC-Manila</p> <p>Ranhill-JUSCO</p>	<p>Clause 21.3 (a), (ii) & clause 2.1 (k) , Vol III, Con. Agreement Invoices to end users</p> <p>DCA: Schedule XIII-Invoicing for Potable Grade Water</p> <p>2.1 k, Vol III</p>	<p>Please clarify whether the frequency of raising invoice to end users is monthly or bi-monthly.</p> <ul style="list-style-type: none"> Usage of Water – KL/2 months Please provide the separately attached documents <p>Operator will do the water meter reading on a monthly basis. Suggest the collection of water charges to the end user shall also be collected on a monthly basis too.</p> <p>Does AMC currently raise bi monthly invoices to its end user? For such customers</p>	<ol style="list-style-type: none"> During the Construction and Rehabilitation Period the Concessionaire shall raise bi-monthly invoice to consumers; During the Operations and Maintenance Period the Concessionaire shall raise monthly invoice to consumers

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	JMC-MBL-SREI	Clause 2.1 (k) of DCA Pg 4	<p>where AMC charges a yearly flat tariff, does the tariff divided and then charged bi monthly. Is bi monthly schedule also applicable to metered consumers?</p> <p>Bi-monthly or quarterly (monthly is indicated on pg30 clause 21.3 (a) (ii) Pg6 clause 5.2 (iv) what is the Fee Cap on the independent Engineer and Independent Auditor.</p>	
18	<p>IL&FS-Acciona</p> <p>SPML-NWSC-VTWL-</p> <p>Ranhill-JUSCO</p> <p>Veolia</p> <p>CASCAL-EA-NCC</p>	<p>Clause 21.4 & Schedule VI , Vol III, Con. Agreement Invoices for water payment</p> <p>21.4-, Vol III</p> <p>Volume III; Clause 21.4, 26.2 & Schedule VI</p>	<p>Please clarify invoice for water payment is monthly or quarterly.</p> <p>The Concessionaire shall raise a quarterly invoice to AMC for the Water Payment as set out in SCHEDULE VI – CALCULATION OF WATER PAYMENT AND INVOICING - This should be monthly payment</p> <p>Request AMC to allow raising monthly invoices instead of quarterly</p> <p>The Concessionaire shall raise a quarterly invoice to AMC for Water Payment - There is a discrepancy with respect interval of raising the invoice between clauses 21.4 and Schedule VI. However, it is necessary to raise invoice on Monthly basis and not on Quarterly basis; otherwise the working capital cost will be high. Monthly payment facilitates better cash flow. Kindly amend.</p> <p>Quarterly invoicing places too great a pressure on the Concessionaire's cash flow. - Monthly invoicing should be introduced.</p>	<p>The Schedule VI shall be modified on following basis:</p> <ol style="list-style-type: none"> 1. The Concessionaire can raise bi-monthly invoice for the User Charges during the Construction and Rehabilitation Period and monthly invoice post-COD; 2. AMC shall deduct the payment made for the employee, electricity as well as raw water charges and remit the balance User Charges amount to the Concessionaire; 3. If in case, the employee, electricity and raw water charges turns out to be more than User Charges collected, the same shall be paid by the Concessionaire to AMC; 4. AMC shall provide Fixed component of the Annual Grant to the Concessionaire at the start of the quarter; 5. The variable component of the Operational Grant will be released at the end of the quarter adjusting penalty if any towards non performance of the Service Level Requirements

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19	IL&FS-Acciona	<p>Schedule I Definitions, Volume III, draft concession agreement</p> <p>Adjusted equity means the sum expressed in INR representing: (a minus b) multiplied by 15.5% Where, (a) means the paid up equity share capital of the Concessionaire for meeting the equity component of the Project Cost and shall for the purposes of this Agreement include convertible instruments or other similar forms of capital including shareholder loans, which shall compulsorily convert into equity share capital of the Concessionaire, and any interest-free funds advanced by any shareholder of the Concessionaire for meeting such equity component;</p> <p>(b) means any returns of equity paid or shareholder loans which have been repaid (including where such returns are paid by way of dividends, buy back, related party transaction that is not at arms length.</p> <p>For the avoidance of doubt it is clarified only those related party transactions that are not</p>	<p>In case of termination payments due to AMC event of default and political event of force majeure, the concessionaire should be able to get back his equity along with the Equity IRR of 15.5% as envisaged in the concession agreement. The termination payments should be such that the Concessionaire gets back an Equity IRR of 15.5% from COD till such date of such termination.</p>	<p>1. The Clause stands unchanged</p>

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	SPML-NWSC-VTWL	CA - schedule vi	During the concession period the water payment means Annual operational support grant plus the user fee payment less the consumer coverage loss, the water loss, complaint management mechanism loss, supply of water loss and potability of supply water loss and for this 40% the annual operational support payment is earmarked - this variable payment should be reduced to 10 % as this is used as LD and LD is conventionally limited to 10 % only as otherwise 40% penalty will cause serious injury to the concessionaire. This variable payment can be deducted from the payments due by AMC for not meeting the service level requirements as per CA. Weightages are given for the service level requirements but a suitable formula is to be prescribed to prevent arbitrary deductions. Further such deductions shall be released as and when the desired service level requirement is achieved	
	JMC-MBL-SREI		It is proposed that Billing for the First year shall be Fixed while for the second year onwards it shall be linked to the Service levels. The ratio of 40:60 for the Fixed to Variable is in-explainable. It is suggested that the Ratio be kept at 75:25 for the Fixed to the Variable component.	
	UPL-PIL-SEB		ANNUAL OPERATIONAL SUPPORT PAYMENT Fixed payment of 40% at the start of every qtr and 60% variable payment shall be released at the end of every quarter -	

No	Bidder	Reference on the RFP document	Query	Reply
	Mahindra-Suez		<p>AMC needs to rationalize as the Concessionaire may not be able to recover his investment and take adequate returns. AMC should consider 60% fixed and 40% variable with 50 % of variable payment to be paid at the beginning of quarter and balance at the end of the quarter and should not withhold the variable payment due to non completion of certain parameters of the previous year which could be due to consumer unrest, resistance to meters, lack of customer regularization or inadequate capital investment for Distribution.</p> <p>We believe that 60% is far too high as Variable payment. The mechanism to release the variable part needs to be more detailed. ("weightages").</p>	
21	IL&FS-Acciona	Credit assessment of AMC – AMC will be paying the annual operational grant to the concessionaire	Since AMC will be paying the annual operational grant, please provide as the financial standing of AMC (at least past 5 years expenditure, revenues, cash flow statements etc.). Also please provide the details of any credit rating conducted by agencies.	<ol style="list-style-type: none"> 1. AMC shall provide it audited accounting statement for last 5 years to all Bidders 2. AMC has not undertaken any credit rating exercise
22	IL&FS-Acciona	INDEXATION OF ANNUAL OPERATIONAL SUPPORT GRANT The Annual Operational Support Grant will be increased annually by 6% (six per cent) on 1 April each year commencing from the 1 April that falls in the subsequent year of the Concession Period.	The fixed portion of the grant can be escalated by 6% annually For the variable portion, escalation should be based on indexation of the following components with weightages, <ul style="list-style-type: none"> - Power - Chemical - WPI for the manpower of the concessionaire and actual salaries paid for the employees of AMC on deputation 	<ol style="list-style-type: none"> 1. The indexation of 6% and Bidding Parameter stands unchanged

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	Mahindra-Suez	Volume III - schedule VI	<p>A formula should be devised based on the above for escalation of the variable portion of the grant</p> <p>a fixed 6% yearly indexation over a period of 20 years is unlikely to be a fair mechanism and will probably lead to disputes. We suggest to find a more appropriate mechanism.</p>	
23	IL&FS-Acciona SPML-NWSC-VTTL	Quarterly operational support payment Vol 1-ITB- 1.1.8	<p>Please confirm if quarterly operational support payment is 1/4th of the Annual operational support grant.</p> <p>The Concessionaire will be compensated by the Authority by way of an annual operational support payment, which is equal to the Annual Grant. Request this grant to be paid on monthly basis instead of quarterly payment - In order to have a better cash flow</p>	<ol style="list-style-type: none"> 1. Quarterly Operational Support Payment would be 25% of the Annual Operational Support Grant; 2. The Operational Support Grant shall be released on a quarterly basis, and variable component of the Operational Support Grant shall be linked with the Concessionaire's performance in meeting Service Level Requirements
24	IL&FS-Acciona	Clause 2 (e) : Scope of work, Vol III (e) Rehabilitate the transmission mains, trunk mains and feeder mains; existing distribution system; existing head works and approach road / bridge, existing water treatment plant and recirculation sump, existing pumping machinery and electrical installations;	Assessment of work involved in rehabilitation of exiting system may not be precise during bidding stage. Hence it is recommended to provide separate payment mechanism for the same during the concession period with mutually agreed payment mode certified by Independent Engineer.	<ol style="list-style-type: none"> 1. AMC has provided available details of assets currently being used in the water supply system; 2. AMC shall also provide additional time till the Bid Due Date to assess the status of the existing assets; 3. Based on this information and assessment, the Bidders are expected to take a call on status of the assets and required refurbishment;
25	IL&FS-Acciona	Clause 2 (m) : Scope of work, Vol III (m) To supply water to the	Please indicate the total number of en-route customers; Please mention the expected additional en-route connections.	<ol style="list-style-type: none"> 1. Schedule V "En-route Customers" has provided the list of customers outside Service Area;

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	Ranhill-JUSCO	area en-route the Supply Area, where AMC has already entered into agreement with the enroute customers detailed in Schedule V. Vol- 3, Concession Agreement ,Schedule V 29 (a), Vol III	Is the concessionaire required to supply water to the Non-AMC customers in this list? - This is critical to water demand Kindly confirm the tariff chargeable to the village authorities for supply from AMC lines.	<ol style="list-style-type: none"> 2. The Concessionaire is expected to supply water to these customers as per respective existing agreement with these customers; 3. AMC shall provide copy of these agreements to all Bidders; 4. Any addition to the list of en-route customers (outside Service Area) shall be addressed in line with Clause 29 (b) and 29 (c) of the Concession Agreement; 5. The tariff structure and any hike in user charges in future for the en-route customers shall be in accordance with their respective existing agreements with AMC
	IL&FS-Acciona	Schedule V – Volume III,	In schedule V, the note below the enroute consumers table is mentioned as “ water is supplied to s.no: 3,4,7 & 19 by Aurangabad Municipal corporation. The renewal of agreement is under process, necessary copy of agreement will be submitted as received.” Confirmation need for the actual number of en-route consumers covered under the concessionaire’s scope of work.	
	Veolia	Volume III; Clause 2.1(m), 29 & Schedule V	En-route customer details - Kindly confirm whether the en-route customers including the ‘Gram Panchayat’ are to be billed or not? If so, at what rate. It is essential to have the copy of their agreement with AMC for the bidders to know the financial and legal implications on account of these agreements. Are these customers already metered? If so, provide the details of the consumption in order to project the bulk water demand.	

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	<p data-bbox="262 792 359 824">JUSCO</p> <p data-bbox="262 1008 394 1068">JMC-MBL-SREI</p>		<p data-bbox="846 310 1386 521">It is mentioned vide Schedule V that Water is supplied to Sr.No. 3, 4, 7 & 19 by AMC. Who is supplying water to other en-route customers at present? Do bidders have to make new agreement with the remaining customers? Is there any tariff agreement with remaining customers?</p> <p data-bbox="846 553 1386 764">All supplies to the outside the Supply Area need to be adequately compensated to the Concessionaire. Present agreement does not address this issue. Please confirm the ways and means of compensation to Concessionaire, so that it can be factored in the financial model.</p> <p data-bbox="846 797 1386 976">What is the service delivery parameter of AMC in the Agreement with enroute customers? Is it time based or volume based? Whether increase in demand due to internal growth of these customers has been taken care off?</p> <p data-bbox="846 1008 1386 1365">What tariff applies to en-route customers – villagers/commercial/industrial? Schedule V gives a list of en-route customers to whom water must be supplied. Please confirm that this list is comprehensive and includes all entities (including villages) that must be supplied with water. Also please indicate what water tariff shall be applicable to en-route customers who fall outside Aurangabad Municipal Corporation limits? Has any agreement been reached pertaining to the same? If yes, please provide a copy.</p>	

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	Jindal-HCC-Manila	DCA - Clause 29 (a)/ Supply outside the Supply Area Schedule XVII of CA DCA: Schedule V-List / Details of Enroute Consumers	The terms and conditions of supply to outside areas is uncertain. AMC should undertake that the provisions of Schedule V will not be adverse to the interests of the Concessionaire. AMC should also specify as to the instances in which the Concessionaire is called upon to supply outside the Supply Area The AMC should specify as to the occasions on which the Concessionaire may be called upon to supply to areas outside the Service Area as also the terms and conditions. Tariff escalation for Enroute customers PI provide the details South Central Railway, AGE, MES Cantonment, Frigorifico Allane, Gram Panchayat Dhorkin - Kindly provide their required quantity. Also classify them in the category of Commercial or Institutional.	
26	IL&FS-Acciona	Clause 7.3 (b) & (c) – Vol III, Draft Concession Agreement (b) If the Concessionaire brings an Unforeseen Adverse Site Condition and/or contamination to the attention of AMC before the expiry of 1 (one) month from the date of signing of this Agreement, AMC agrees to indemnify the Concessionaire for any	Concessionaire shall be allowed to bring the Unforeseen Adverse Site Condition and/or contamination to the attention of AMC as and when such condition arise during the construction period	<ol style="list-style-type: none"> 1. The Clause 7.3 (b) of DCA changed to – “If the Concessionaire brings an Unforeseen Adverse Site Condition and/or contamination to the attention of AMC before the Appointed Date, AMC agrees to indemnify the Concessionaire for any reasonable costs that it incurs in ensuring that the Project Site conditions are in accordance with Applicable Law.” 2. AMC shall not indemnify or bear the cost or share the cost of Concessionaire if in case the Unforeseen Adverse Site Condition

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	Ranhill-JUSCO	<p>reasonable costs that it incurs in ensuring that the Project Site conditions are in accordance with Applicable Law.</p> <p>(c) For the avoidance of doubt it is expressly clarified that AMC shall have no liability whatsoever to compensate the Concessionaire for any unforeseen adverse Site Conditions and/or contamination that is brought to the attention of AMC on or after the Appointed Date.</p> <p>Vol- 3, Concession Agreement ,Clause no 7.3, (b) & (c)</p>	<p>This being a city-wide concession project, the period of one month from Agreement signing date is too short to detect any unforeseen adverse site condition.</p> <p>It should be extended till "Appointed Date"; as any such unforeseeable site conditions cannot be detected in one month. This can only be done when all site investigations have been carried out for design, construction and O&M.</p>	<p>identified after Appointed Date;</p> <p>3. The Concessionaire shall solely be responsible for Adverse Site Condition and/or contamination being noticed after Appointed Date;</p> <p>4. AMC shall provide six months to the Concessionaire to bring an Unforeseen Adverse Site Condition and/or contamination to the attention of AMC for the Portion B of the Project Site, which has not yet acquired or not under control of AMC by Bid Due date and / or Appointed Date</p>
	JMC-MBL-SREI	<p>Clause 7.3 of DCA Pg 11</p>	<p>The relief given to the Concessionaire in this Clause for unforeseen ground conditions is inadequate. Please confirm that the Concessionaire will not be expected accept</p>	

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	Jindal-HCC-Manila	DCA - Clause 7.3 / Unforeseen adverse Site Conditions	<p>the risk of unforeseen ground conditions?</p> <ul style="list-style-type: none"> • Please clarify whether and to what extent will AMC indemnify / bear the cost / share the cost in case the Unforeseen Adverse Site Condition is identified after one month of signing of the Concession Agreement but prior to the Appointed Date. • The period of discovery of Unforeseen Adverse Site Condition should be extended at least up to the expiry of 6 (six) months from the Appointed Date. • It is not clear as to who will be liable for Unforeseen Adverse Site Condition that may be identified by the Concessionaire after one month of the signing of the Concession Agreement but before Appointed Date. • While sub-clause (a) states that the said period shall extend till the Appointed Date, according to sub-clause (b) the Concessionaire is required to notify AMC within 1 month from the date of signing of this Agreement. • However, in consideration of the fact that the Concessionaire will probably become aware of any such Unforeseen Adverse 	

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	JMC-MBL-SREI		<p>Site Condition only after the Project Site is handed over to them i.e. on or after the Appointed Date, it is advisable that the period for discovery of such conditions should extend at least up to 6 months after the Appointed Date.</p> <p>If the Concessionaire brings an Unforeseen Adverse Site Condition and/or contamination to the attention of AMC before the expiry of 1 (one) month from the date of signing of this Agreement, AMC agrees to indemnify the Concessionaire for any reasonable costs that it incurs in ensuring that the Project Site conditions are in accordance with Applicable Law. – The Concession Agreement has no time bounds for the AMC to identify the Project Site and transfer the land the Concessionaire (this may happen any time during the six month preparatory period). However, the Concessionaire has a one month time limit (from signing of Concession Agreement) to identify unforeseen adverse site condition and/or contamination. We therefore suggest that identification should be one month, after transfer of land.</p>	
	SPML-NWSC-VTTL		<p>If the Concessionaire brings an Unforeseen Adverse Site Condition and/or contamination to the attention of AMC before the expiry of 1 (one) month from the date of signing of this Agreement, AMC agrees to indemnify the</p>	

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	Veolia	<p>Volume III; Clause 7.3(b); (Legal)</p> <p>Volume III; Clause 7.3(c); (Legal)</p>	<p>Concessionaire for any reasonable costs that it incurs in ensuring that the Project Site conditions are in accordance with Applicable Law - The time of one month should be increased to 6 months</p> <p>If the Concessionaire brings an Unforeseen Adverse Site Conditions – Define 'Unforeseen Adverse Site Condition'.</p> <p>It is difficult for the Concessionaire to foresee within 1 (one) month from the date of signing of Agreement any adverse Site Condition and/or Contamination to the attention of AMC. Concessionaire should be allowed to bring unforeseen adverse site condition and/or contamination to the attention of AMC until the end of construction and rehabilitation period. Hence, this clause needs to be suitably modified.</p> <p>For the avoidance of the doubt - For the reasons mentioned above this clause needs to be amended suitably so that</p>	

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	RANHILL-JUSCO	Concession Agreement – clause 7.3(c)	<p>Concessionaire is compensated for any unforeseen adverse site condition and/or contamination brought to the attention of AMC until the end of Construction and Rehabilitation Period.</p> <p>While AMC may not be obliged to compensate Concessionaire on the occurrence of “Unforeseen Adverse Site Condition”, Concessionaire should be given extension of time for the same period of time that was lost as a result of the Unforeseen Adverse Site Condition. - This is necessary to ensure Concessionaire is able to deliver the Project within the agreed timeline and not being delayed as a result of matter beyond its control.</p>	
27	IL&FS-Acciona	Clause 16.1(e) – Vol III, Draft Concession agreement Terms of Deputation and Remuneration (e) The Deputation Employees shall have such roles and responsibilities as outlined in “Roles and Responsibilities of water department employees”	Please provide the copy relevant document, i.e. “Page no. 68 to 91, Section 5, Roles & Responsibilities of water department employees”, of the report prepared by the Committee formed by Maharashtra Jeevan Pradhikaran Mandal on 18th April, 1995”.	<ol style="list-style-type: none"> 1. AMC shall provide a copy of duty list, covering duties and job responsibilities, prepared by the Committee formed by Maharashtra Jeevan Pradhikaran Mandal on 18th April, 1995; Please refer Annexure 13; 2. These employees will work with the Concessionaire till the retirement or end of Concession Period, whichever is earlier;

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	Jindal-HCC-Manila	contained in "Page no. 68 to 91, Section 5, Roles & Responsibilities of water department employees", of the report prepared by the Committee formed by Maharashtra Jeevan Pradhikaran Mandal on 18th April, 1995". DCA: 16.1 (e), Page No. 20	"Page Nos. 68 to 91, Section 5, Roles & Responsibilities of water department employees", of the report prepared by the Committee formed by Maharashtra Jeevan Pradhikaran Mandal on 18 th April, 1995". Please provide the same for the reference	3. All employees below the rank of sub-overseer, working in the AMC's water department shall be transferred to the Concessionaire on deputation; 4. Legally these employees can be deputed to the Concessionaire; 5. AMC shall obtain consent from all employees to be deputed to the Concessionaire; 6. The consent from the employee shall be Condition Precedent for AMC; 7. The Draft Concession Agreement, RFP Volume III Schedule XVI – AMC Deputation Employees has provided the current remuneration for all employees to be deputed to the Concessionaire; 8. AMC will provide entire break-up of this cost to all Bidders; 9. The increase in remuneration for these deputation employees will be in line with the Government's rules and regulations; 10. To provide an indication to Bidders on yearly increments for these to be deputed employees AMC shall provide data for last 10 years of their remuneration; 11. Any annual increment in remuneration per employee shall not be "pass through". The Concessionaire is expected to bear the employee remuneration and any annual increment; 12. The AMC shall determine the base remuneration for all employees, to be deputed to the Concessionaire, in the year of signing of Concession Agreement; 13. The Concessionaire shall route
	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 16.1 (a) Vol- 3, Concession Agreement ,Clause no 16.1 (b)	(i) Please provide the deputation rules & authority of concessionaire during deputation period (ii) Has AMC sought consent of these deputed employees (iii) Will the concessionaire be allowed to refuse and/or seek replacement any of the employees? Will AMC be able to address the repercussions of the consequences due to such replacement (iv) What powers is AMC planning to vest with Concessionaire to address incidence of indiscipline or negligence leading to financial / operational liabilities? The future increase in remuneration of deputed employees should either be capped	

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	JMC-MBL-SREI	Clause 16.1 of DCA Pg 20 CLAUSE NO 16.2.3 PG 21	<p>OR paid directly AMC as being done now.</p> <p>It is in the interest of the project that AMC pays their salaries & benefits directly. Differential salaries between deputed and new employees will create socio-political problems, especially when the concessionaire will have different employments terms with deputed and new employees.</p> <p>Employees of AMC to be deputed to concessionaire</p> <p>Pls provide the following</p> <ol style="list-style-type: none"> 1. Projected Cost of Employees employed by AMC to be deputed to Concessionaire 2. Wage cost to be given over concession period. 3. What is the increase in wage cost 4. Is the increase be borne by Concessionaire 5. Cost of Employment Benefits etc <p>Deputation employee: what are their liabilities? Would you please provide their estimated retirement costs? Would you please confirm how many employee will be transferred (the list provided is not clear-some are duplicated sheets). What is the salary annual inflation rate for the AMC's employee?</p> <p>During the first Pre Bid meeting it was agreed upon that the retired employees of</p>	<p>remuneration, including benefits such as employer's contribution to the PF, gratuity, etc, of these employees on deputation through AMC;</p> <ol style="list-style-type: none"> 14. The liability towards deputed employees up to the Appointed date shall be with AMC; 15. The replacement of any retired / resigned employee shall be Concessionaire's prerogative; 16. The Clause 31.3 (a) (i) of Draft Concession Agreement stands unchanged; 17. AMC suggests deputation incentive to all water department employees: <ol style="list-style-type: none"> a) The employees going on deputation will be paid deputation allowance, as per Government rules

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	<p data-bbox="262 553 388 607">Mahindra-Suez</p> <p data-bbox="262 646 357 732">SPML-NWSC-VTTL</p>	<p data-bbox="451 553 758 581">Volume III clause 16.1 (a)</p> <p data-bbox="451 646 611 673">CA - 16.1 (b)</p> <p data-bbox="451 1192 751 1219">Volume-III; Schedule XVI</p>	<p data-bbox="846 310 1354 516">AMC need not be replaced. Also that the employees shall be on deputation with the concessionary. Liability till date should be handled by AMC; also the employee willingness for deputation should be undertaken by AMC before the concession comes into force.</p> <p data-bbox="846 553 1331 607">Can employees be legally deputed to the concessionaire?</p> <p data-bbox="846 646 1381 1159">During this period the Deputation Employees shall remain the employees of AMC, however the Concessionaire shall pay each Deputation Employee an amount sufficient to cover all the employee benefits, including salary, provident fund, health care and any other benefits that may accrue to the Deputation Employee under Applicable Law, that he or she would have been paid by AMC. Such payment shall be in accordance with the laws applicable to AMC and the Deputation Employee. In addition, any claims and other liabilities in relation to the Deputation Employees shall be settled by the Concessionaire at its cost - Concessionaire should be given the option to take any employee on deputation or not</p> <p data-bbox="846 1192 1381 1365">As per Govt. rule - Please confirm what is 'as per Govt. rule' mentioned in Schedule-XVI. For the purpose of clarity, kindly provide the Government rules applicable to deputed employees as part of the Concession agreement.</p>	

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	Veolia		Kindly provide the salary break up, the scale and annual increment etc for deputed employees listed in Schedule-XVI as part of the Concession agreement	
	Jindal-HCC-Manila	DCA - Clause 10.3 (h) / General Undertakings of the Concessionaire, Read together with Clause 16 / Deputation Employees	<p>Adequate provisions should be inserted in this Clause for addressing the following concerns:</p> <p>Detailed break-up of the total cost incurred on the Deputation Employees should be included in Schedule XVI in respect of each of the Deputation Employee. The remuneration (all inclusive) payable to the Deputation Employees shall not exceed the payment which is being received by each of these employees on the date of issue of the RFP. The increase in remuneration of the Deputation Employees should be commensurate with the increase in Water Tariff.</p> <p>Further, the Clause should provide for termination of employment in case of misconduct, indiscipline or any other material breach of the terms of employment.</p> <p>AMC should disclose the total cost which is currently being incurred on the Deputation Employees including break-up of their salary and other benefits.</p> <p>Since the Concessionaire is going to engage the Deputation Employees, it is recommended that their numbers (both the salary and benefits) are frozen as on the</p>	

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	JMC-MBL-SREI	Clause 16.1 of DCA	<p>date of the issue of RFP and any increase in their remuneration is commensurate with the increase in water tariff @ 6% per annum.</p> <p>Further, the said clause does not contain any provisions for termination or substitution of the Deputation Employees in the event of any misconduct, indiscipline or any other breach of the terms of employment. In this regard, it is advisable to mention the right of Concessionaire to terminate the employment of the erring employees and include detailed provisions in the employment agreement proposed to be executed with each of the Deputation Employees.</p> <p>Deputation Employees employed by AMC for the entire concession period shall be paid by the Concessionaire wrt salary, PF, health care, other benefits as per norms. In case of any claims and other liabilities arising wrt such employees shall be borne by the Concessionaire – Kindly ensure that this is applicable for people to be retained and not for Post/ Positions. For the identified people, we presume that they would be under payroll till their retirement or till end of concession period, whichever is earlier and not thereafter. Also, we assume that the concessionaire has NO obligation towards retirement benefits of AMC's employees deputed. Please confirm this understanding. Please also confirm that the concessionaire has no legal obligations to fulfill these obligations?</p>	

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	Ranhill-JUSCO	16, Vol- III	AMC should provide option to concessionaire so as not to take all AMC employees which can be and based on merits .Concessionaire should have option to relocate deputed staff from one area to other.	
	SPML-NWSC-VTTL	CA - 31.3 (a) (i)	Strikes, lockouts or other industrial actions or labor disputes by the employees of AMC or its agencies shall not be part of force majeure - This should be included in the force majeure event	
	Veolia	Volume-III: Clause 16.1 (b); Page – 20	Payments to deputation employee - This clause needs to be defined more accurately. Ambiguous conditions such as 'any claims and other liabilities' etc lead to confusing understanding of payments to deputation employee. Hence, Kindly define the items. Also confirm that all the liabilities such as PF, gratuity and other annual benefits are already paid by AMC to the statutory authorities for the prior to commencement of the concession. Kindly confirm who will settle the retirement benefits of the deputed employees.	
		Volume-III; Schedule XVI	As per Govt. rule - Please confirm what is 'as per Govt. rule' mentioned in Schedule-XVI. For the purpose of clarity, kindly provide the Government rules applicable to deputed employees as part of the Concession agreement. Kindly provide the salary break up, the scale and annual increment etc for deputed	

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	UPL-PIL-SEB	Volume III, Clause 16 Page 20	<p>employees listed in Schedule-XVI as part of the Concession agreement.</p> <p>Deputation of Employees - It is not acceptable by the bidders to keep all the deputed employees and pay their salaries throughout the concession period. Hence, we suggest the following procedure: For the first 6 months of duration, AMC deputed staff and the Concessionaire will work together. At the end of this period those deputed employees who are not willing to work with the Concessionaire will go back to AMC. During the next 3 months, all the remaining employees will continue to work with Concessionaire. At the end of this period the names of those selected among the remaining deputed staff will be intimated to AMC by the Concessionaire. During the next 6 months, Concessionaire will select new staff to fill the gap between selected deputed employees and those are required to fulfill the obligations of the Concessionaire during the concession period. At the end of 15 month, the non-selected deputed staff will go back to AMC and all the selected staff willing to work with Concessionaire will be offered employment by Concessionaire as per the terms and conditions already agreed during the previous 6 months. During the above 15months all the deputed staff will be paid by AMC.</p> <p>Clause 16 of Concession agreement ... the concessionaire shall pay employee benefits</p>	

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			including salary, PF, Health care - Unionized staff will have to handled directly by AMC with Concessionaire having no liabilities. AMC to review skill required and provide manpower as required by the Concessionaire and pay all salaries, PF etc directly. Concessionaire will plan the Organization structure and provide training	
	Mahindra-Suez	Volume III clause 16.1 (a)	Can employees be legally deputed to the concessionaire?	
	RANHILL-JUSCO	16.1 a, Vol III	Whether Concessionaire be allowed to release any deputed employees who is not performing as per the requirement of the agreement? The discretion shall be with Concessionaire.	
	IL&FS-ACCIONA		<p>Please provide the following information with respect to deputation employees :</p> <ul style="list-style-type: none"> • After the retirement of individual employees, whether the same post needs to be reappointed or not. • After retirement, please specify about the procedure for final settlement • Specify about the future salary revision during the concession period • Employees insurance coverage 	
	CASCAL-EA-		What is the intention behind the Deputation	

No	Bidder	Reference on the RFP document	Query	Reply
	NCC		<p>Employees?</p> <p>2. Please provide details of the Deputation Employees.</p> <p>3. Who will exercise day-to-day control over the Deputation Employees, including any disciplinary actions required?</p> <p>4. Please confirm that all pre-existing claims and liabilities in connection with the DE will be settled by AMC at its cost</p>	
28	Jindal-HCC-Manila	RFP – Clause no 2.1.5, Page no. 6	<p>“ The Bid shall consist of either an annual operational support payment to be paid by the Authority to the Concessionaire (the “Annual Grant”) or a one time operational premium to be paid by the Concessionaire to the Authority - One time operational premium to be paid by the concessionaire to the authority” - In case the bidder offered a one time premium payment, please provide the time/schedule of the payment</p> <p>Should the premium be reflected as OPEX or CAPEX in the financial model?</p>	<ol style="list-style-type: none"> 1. As stated in Clause 2.1.5 of the RFP Volume I, the Premium, if offered shall be “one time” payment by the Concessionaire to AMC; 2. The Premium shall be paid on signing of the Concession Agreement
	Veolia	Volume – I; 2.15.1 Page-16	Premium to be paid - Premium to be paid is one time payment or in installments annually.	
29	Jindal-HCC-Manila	RFP : Clause no 1.1.10, Page no. 3	Whilst the Authority will assist the Concessionaire in accordance with the terms of the Draft Concession Agreement for disconnecting connections that default in the payment of water tariffs, the collection risk for the Project will be borne entirely by the Concessionaire. The Authority shall not guarantee a minimum level of collection from the end users.	<ol style="list-style-type: none"> 1. AMC shall make available list of debtors and value of receivables to the Concessionaire during the Preparatory Period; 2. The collection of water charges shall be Concessionaire’s responsibility; 3. AMC shall not provide any revenue guarantee to the Concessionaire

No	Bidder	Reference on the RFP document	Query	Reply
	SPML-NWSC-VTWL	Vol 1-ITB - 1.1.10	<p>This is high risk. The Authority need to provide a minimum level of collection to the concessionaire</p> <p>Whilst the Authority will assist the Concessionaire in accordance with the terms of the Draft Concession Agreement for disconnecting connections that default in the payment of water tariffs, the collection risk for the Project will be borne entirely by the Concessionaire. The Authority shall not guarantee a minimum level of collection from the end users - No guarantee by AMC? The project shall be prone to a lot of political and social opposition as water is an essential commodity. A minimum collection payment should be assured by AMC</p>	
	Jindal-HCC-Manila		<p>Please provide historical data of collection efficiency for the last 5 years with break down (commercial, domestic and en-route customers). We will need this information to formulate collection strategy.</p>	
	UPL-PIL-SEB	Volume III, Clause 13	<p>BUSINESS RISKS Clause 13 of Concession Agreement and Instruction to Bidder Volume 1 Indicate that the collection risk for the Project will be borne entirely by the Concessionaire - AMC would need to review this as if the collection efficiency does not progress as modeled due to affordability, consumer resistance then this affect the viability of the whole project</p>	

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	CASCAL-EA-NCC		<p>particularly if customers are not able to respond to the payments AMC would need to review this as the present collection efficiency is very low and it would be better if the Concessionaire is responsible for preparing invoices assessment and billing improvement . Revenue collection can be done direct by AMC and deposited in the Annual Operational Account</p> <p>Non-recovery of fees from end users – it is not possible to estimate and provide for this risk in the bid. - Proposal is for a joint agreement after 5 years of operation (when the meters have been installed and a new billing system is delivering accurate results) to set targets for fee recovery for the Operator</p>	
30	Jindal-HCC-Manila	DCA - Clause 11	<ul style="list-style-type: none"> The lock-in on the stake of the Consortium members in the Concessionaire is very onerous. None of the parties who are shareholders in the Concessionaire can exit from Concessionaire up to the entire Concession Period. We note that this is contrary to the accepted principles in infrastructure projects esp. in India. Usually a Concession Agreement or a Project Development Agreement in a public private partnership project in India provide for a lock-in of the stakeholders up to a maximum of two – five years post COD. 	<p>AMC agrees to make following amendment to the Clause 11 of the Concession Agreement:</p> <ol style="list-style-type: none"> The Lead Consortium Member directly or through its associates will be allowed to dilute stake holding to 26%, in the SPV. Other Consortium Members shall continue to hold minimum 10% stake in Concessionaire through Concession Period; The consortium should be allowed to introduce additional share holders as and when required to fund the project in consultation with AMC. The single member Bidder will be allowed to dilute its stake the Concessionaire in favour to other investor; The single Bidder can dilute up to 49% of Concessionaire's stake; and

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			<ul style="list-style-type: none"> <li data-bbox="846 310 1386 488">• In the Guidelines for Public Private Partnership: REQUEST FOR PROPOSAL (July 2009) issued by the Planning Commission, Government of India, the 'Change in Ownership' set forth at Para 2.3 reads as follows: <i>2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing 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. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the</i> 	<p data-bbox="1451 310 2011 396">5. The single Bidder and / or Lead Consortium Member shall continue to hold majority of stake in the Concessionaire</p>

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	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 11 (a)	<p><i>Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.</i></p> <ul style="list-style-type: none"> We request AMC to consider this and modify it accordingly. AMC may provide for the criteria and requirements to be fulfilled by the party which may replace the existing party. <p>We note that the lock-in period with respect to transfer of shareholding as stipulated in the Concession Agreement is not in line with accepted principles in infrastructure projects currently being undertaken in India. We request that the suggestion be considered and flexibility be granted to the interested party to exit the project after a specified lock-in period.</p> <p>Lock-in period shall not be for the entire duration of concession period.</p> <p>In line with typical lock-in period in infrastructure projects, the lead partner shall be allowed to dilute the stake to 26% after 5 years from COD. Similarly, the associate members should be allowed to dilute stake to 10% after 5 years from COD.</p> <p>Will AMC allow the existing prequalified</p>	

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	JMC-MBL-SREI	Clause 11 of DCA	<p>consortium to add additional partner who has the similar / better capability in terms of financial and technical</p> <p>The Concessionaire shall ensure that, from the Appointed Date until the expiration of the Concession Period, the Lead Consortium Member shall hold a minimum of fifty one percent (51%) of the equity and paid-up share capital in the Concessionaire. We request that the 51% of subscribed equity for Lead Member to be locked in only till 2 years after completion of construction period and thereafter it should be diluted up to 26% as per the norm prevalent in NHAI model concession agreement – The O&M member may be required to have locked in 10% of equity for the entire concession period. – Shri B.K. Chaturvedi committee has recommended such proposal to NHAI.</p> <p>We request that the 51% of subscribed equity for Lead Member to be locked in only till 2 years after completion of construction period and thereafter it should be diluted up to 26% as per the norm prevalent in NHAI model concession agreement – The O&M member may be required to have locked in 10% of equity for the entire concession period. – Shri B.K. Chaturvedi committee has recommended such proposal to NHAI.</p>	
	SPML-NWSC-VTTL		The Bidder/ Lead Member of the Consortium further acknowledges and undertakes that the Bidder/ Lead Member of the Consortium	

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	Veolia	Volume – I, Clause-1.1.2 Volume III; Recitals G & H (Legal)	<p>shall hold a minimum equity stake equal to 51% (fifty one percent) of the paid up share capital of the Concessionaire for the duration of the Concession Period; and each of the other Consortium Members shall hold at least 10% (ten percent) of the equity of the Concessionaire for the duration of the Concession Period - Divestment during concession period for Concessionaire and the Consortium member. Should be allowed up to 50% of their holding.</p> <p>Taking a partner in the SPC other than consortium partners. - After winning the bid, can a Concessionaire bring in new partner (if the Concessionaire is qualified as a Single Bidder) or bring an additional partner to the existing consortium partner(s), for the purpose of logistical support, in the Special Purpose Company (SPC) created exclusive for this project but keeping a minimum of 51% equity by the lead partner and a minimum of 10% by each of the existing consortium partners in the SPC? The new partner will not have any financial or technical responsibility towards AMC; but will only provide administrative and managerial support.</p>	
	CASCAL-EA-NCC	Clauses 11a) & b	It is unreasonable to expect the Lead Consortium member and members of the Consortium that have more than 10% of the shares in the Concessionaire to be required to hold their respective shares for 20 years. -	

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			A requirement to hold shares for 5-7 years would be more normal and reasonable.	
31	Jindal-HCC-Manila	DCA - Clause 22.1	<p>In relation to the tariff determined by the Authority, please provide details on the following:</p> <ul style="list-style-type: none"> • What are the factors which have been considered for the determination of tariff? • Whether any principles have been adopted for such determination? • Whether the tariff as provided in Schedule XVII is a substantial increase from the existing tariff? (This may lead to public unrest. Even though the Concessionaire is protected in terms of the payment it will receive irrespective of the tariff AMC charges the consumers, public unrest may harm the property and functioning of the Concessionaire.) • Whether the public is made adequately aware of this tariff as proposed? • Whether the tariff as provided in Schedule XVII provides for situations like provision of water for public festivals / events and other such similar categories which do not fall under household or commercial? <p>We require details for the questions in order to make the best assessment of the Project.</p>	<ol style="list-style-type: none"> 1. The existing tariff structure and resolution passed by the General Body allowing first price hike on COD and then after every third year thereon were the basis for the determination of water tariffs; 2. The first slab of the domestic water tariff was considered to be applicable for slums/poor consumers, second slab was considered as a base slab applicable for majority of domestic consumers, all other slabs as well as non-domestic tariff is a multiple of this slab; 3. There is no direct comparison between the current and proposed tariff structure, however, AMC considers these tariff structure acceptable to the consumers; 4. AMC is planning to conduct public consultations to make consumers aware about the Project and new tariff structure including others; 5. AMC's water bye laws would cover policies regarding water supply to special situations like public festivals, events, etc.
	CASCAL-EA-NCC	Tariff indexation 1.1.8 and 9	The tariff schedule that is proposed does not appear to take account of inflation. The tariffs that are published should be expressed as present day costs and should	

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			be subject to annual indexation. - It is unreasonable and unworkable for the Concessionaire to be exposed to macro economic considerations over 20 years which it cannot control. The proposed fixed indexation method is likely to lead to excessive returns or losses for the Operator; both of these outcomes will cause problems for both parties.	
32	Jindal-HCC-Manila	DCA - Clause 26.1 read with Schedule VI	We note that none of the capitalized terms mentioned in Schedule VI, which will be deducted for calculation of Water Payment, have been defined. This leaves a lot of ambiguity. Please provide appropriate definition of the terms mentioned in Schedule VI.	1. AMC shall provide more clarity on calculation of Water Payment and Invoicing, Schedule VI of Draft Concession Agreement; 2. All undefined terms of Schedule VI shall be defined in the Concession Agreement
	Ranhill-JUSCO	Vol- 3, Concession Agreement , Schedule VI	Please clarify "Water payment and Invoicing Schedule". The schedule does not explain the formulae of various deductions (i) Please give an illustration with fixed & variable components, and various deductions (ii) The variable component of 60% is too high. Based on our experience with lenders, this will require Minimum DSCR of about 2.5-3. This will make the bid very expensive for AMC.	
	IL&FS-Acciona	Schedule VI, Vol III, Calculation of water payment and invoicing	Please provide definitions for the following, the consumer coverage loss ; the functionality of consumer meters loss; the water loss;	

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	<p data-bbox="260 613 388 670">Mahindra-Suez</p> <p data-bbox="260 889 388 946">JMC-MBL-SREI</p>	<p data-bbox="455 613 743 638">Volume III – schedule VI</p>	<p data-bbox="848 313 1297 427">complaint management mechanism loss; supply of water loss; and potability of supply water loss.</p> <p data-bbox="848 467 1381 581">As per the SLA, default carries a penalty of entire prorate variable charges. It is suggested that permissible limits be specified and a step up method of penalty be levied.</p> <p data-bbox="848 621 1367 857">The definition of water payment needs to be further developed and clarified. - Clear formulas on how to calculate each component of the water payment need be defined prior to the deadline for submission as it of essence for the bidders to prepare their offer. It cannot be left to interpretation by the parties.</p> <p data-bbox="848 898 1381 963">Schedule VI – Please define / clarify the following terms -</p> <ul data-bbox="898 987 1381 1336" style="list-style-type: none"> • What are connection / disconnection charges • Consumer coverage loss • Functionality of consumer meters loss; • Water loss; • Complaint management mechanism loss; 	

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			<ul style="list-style-type: none"> • Supply of water loss • Potability of supply water loss 	
33	Jindal-HCC-Manila	DCA – Schedule II – Service Level Requirement	<p>This Schedule of the CA depicts the mechanism for release of variable payment over the Concession period which is also linked to service level parameters. – This assumes that the quote provided by the bidder is based on Annual Operational Support Grant.</p> <p>Please provide the mechanism for service level parameters if the bidder quotes Premium. Also, please provide what will be the computation for the Water Payment as per Schedule VI of the CA.</p>	<ol style="list-style-type: none"> 1. In case of Premium, the Water Payment shall consist only User Charges less employee cost, raw water and power charges; 2. In case of Premium, the AMC shall deduct User Charges upto 10%, in the same proportion and weightages as in case of Annual Grant; 3. The Concessionaire shall get 90 days to bring back its performance at a desired level
34	Jindal-HCC-Manila SPML-NWSC-VTTL	DCA - Schedule I/ <i>Adjusted Equity</i> CA - Schedule I	<p>The formula for calculation of Adjusted Equity should be clarified.</p> <p>It is noted that the formula (a-b) multiplied by 15.5% is not very clear.</p> <p>Adjusted Equity (a minus b) multiplied by 15.5% (b) means any returns of equity paid or shareholder loans which have been repaid (including where such returns are paid by way of dividends, buy back, related party transaction that is not at arms length - Not clear, needs to be reframed. What about principal repayment. How can related party transaction can be return of shareholders equity. It just talks about 15.5% return and how about equity</p>	<ol style="list-style-type: none"> 1. The Clause stands unchanged

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35	Jindal-HCC-Manila JMC-MBL-SREI	DCA: Schedule XVII-AMC water traffic for concession period	Water charges for commercial (non household consumers) Will the water charges for industrial consumer be the same as commercial? PI clarify? Within AMC limits, what tariff applies to commercial and institutional users? Are they same as industrial? Please share details about existing commercial and institutional demand	Yes, water charges for commercial and industrial consumers, within AMC's municipal limits (i.e. Service Area) shall be same
36	JMC-MBL-SREI		What about commercial use of an existing domestic connection? Whether it can be changed to commercial and what assistance shall AMC provide in doing so?	<ol style="list-style-type: none"> 1. The Concessionaire can treat existing domestic connections being utilized for the commercial purpose as an illegal connections; 2. AMC's water bye laws shall cover the disconnection procedure and / or treatment of such connections in detail
37	Jindal-HCC-Manila	DCA: Schedule XVIII-Agreement with Irrigation for Raw Water, page 3/13	Domestic Water use quantity – 109.8816 MM ³ Industrial Water use quantity-3.3984 MM ³ Can the concessionaire increase the industrial water supply after catering the requirement of domestic water use quantity? Moreover, commercial and institution also will be covered under domestic water use quantity?	<ol style="list-style-type: none"> 1. Please refer Clause no 2. – The total water quantity proposed to be used by AMC...” Page 3/ 13 of Schedule XVIII “Agreement with Irrigation Department Regarding Drawing of Raw Water”
38	Jindal-HCC-Manila	DCA: Clause 28.1 / Supply of Raw Water	During acute water shortage event, what is the policy of Maharashtra / AMC on priority of water allocation in the Jayakwadi Dam? Is the domestic use the 1 st priority? PI clarify.	<ol style="list-style-type: none"> 1. During the acute water shortage event the priority shall be domestic consumers

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39	Jindal-HCC-Manila	DCA - Clause 21.6	<p>The Concessionaire is required to make the Public Relations office operational by the end of second year post COD. Please clarify what is the position prior to such time and whether it will be AMC's obligation to address consumer grievance till the end of second year / establishment of Public Relations Office.</p> <p>We require clarity whether AMC will be responsible for the Public Relations Office first two years.</p>	<p>1. The intention of this clause is to create a proper transition mechanism for Concessionaire in addressing consumer grievances. During the first two years from Appointed Date or before creating new system for consumer grievances, whichever is earlier both AMC and the Concessionaire shall jointly manage existing system</p>
40	Veolia	Independent Engineer and flexibility to the Concessionaire	<p>1. A concession contract, in true sense, are not generally regulated through external agencies such as Independent Engineer, Independent Auditor etc. Such controls are usual in a Management Contract or a lease contract where investments are made by the client. In case such as the present where investments are also made by the private companies, the private companies necessarily have to ensure high performances by themselves to meet the stipulated service level requirements at the same time meeting targeted IRR. Concessionaire at no point time should not be under the obligation of to external agencies. Or in other words, the contract needs to be regulating by it self and not through outside agencies.</p> <p>For Example, bidders may prepare the financial model based on the capital expenditure of the system estimated during the bidding stage. After winning the contract,</p>	<p>1. AMC shall not allow Concessionaire to deviate from the Annexure 10 - Clause 1.1.13 (B) (ii) (a) Technical Specifications; 2. The Concessionaire is expected to utilize same material as stated in the original DPR; 3. The system design for the Distribution System provided in the Volume II of the RFP Document can only be considered as a reference and not as Mandatory</p>

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			<p>if the Independent Engineer/ Independent Auditor do not agree with the bidder's initial designs and estimates, an alternative design will have to be agreed with the Independent Engineer. This may alter the financial model and the IRR based on which the Concessionaire has already won the bid.</p> <p>From the above, we emphasize the need of independence and flexibility required by the Concessionaire for design and construction of the system and not to be controlled by Independent Engineer/ Independent Auditor.</p>	
41	Jindal-HCC-Manila Ranhill-JUSCO	<p>General</p> <p>Vol- 3, Concession Agreement ,Clause no 24</p> <p>Vol- 3, Concession Agreement ,Clause no 24.3</p> <p>5.2 (iv), Vol III</p>	<p>Payment for the Independent Engineer and Independent Auditor. Who will pay to the Independent Engineer? Request at 50% - 50% by AMC and Concessionaire</p> <p>Cap on Salary of Independent Engineer & Independent Auditor to be put in agreement</p> <p>The combined cap should be Rs 1 Cr per annum.</p> <p>To clarify the interest earned on annual deposit of agreed fees for Independent Engineer & Independent Auditor.</p> <p>Fees of Independent Engineer & Independent Auditor shall be deposited on monthly basis. This is in the interest of the project.</p> <p>We request, payments shall be made directly by the concessionaire every month. If</p>	<ol style="list-style-type: none"> 1. The Concessionaire and AMC shall share the cost of the Independent Engineer and Independent Auditor equally; 2. The maximum fee cap for the Independent Engineer shall be capped at 2.35% plus Service Tax as applicable of the cost of the Project during the Construction and Rehabilitation Period; 3. The maximum fee cap for the Independent Engineer shall be capped at 0.25% plus Service Tax as applicable of the Project cost per annum during the Operations and Maintenance Period; 4. The Concessionaire and AMC shall deposit fees for the entire year. Any interest earned on the fee deposited in the bank for Independent Engineer and Independent Auditor shall be utilized for their fee payment in future and the contribution of AMC and the Concessionaire shall be adjusted accordingly; and 5. The maximum fee cap for the Independent

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	JMC-MBL-SREI	Clause 24.3 of DCA	<p>required could be made every month in advance.</p> <p>The Concessionaire shall bear all reasonable costs in relation to the engagement of the Independent Engineer and the Independent Auditor and the agreed fees shall be deposited annually and in advance – The entire cost for IE and IA to be borne by the Bidder – Please mention the cap of expenses. As per NHAI's Model Concession Agreement, this cost has been capped at 2% of the total project cost.</p>	Auditor shall be capped at 0.1% plus Service Tax per annum as applicable of the cost of the Project
	SPML-NWSC-VTTL	CA - 5.2 (a) (iv) & 24.3	<p>Concessionaire having deposited the annual fees for the first year of appointment of the Independent Engineer and the Independent Auditor into an account or accounts with a reputable bank in India as agreed by the Parties - Request AMC to reimburse these fees at actual as we are not aware of this amount of fees at this point of time</p> <p>The Concessionaire shall bear all reasonable costs in relation to the engagement of the Independent Engineer and Independent Auditor. The Concessionaire shall deposit annually and in advance the agreed fees for the Independent Engineer and Independent Auditor in the bank account or bank accounts described in Clause 5.2(a)(iv), the first deposit of which shall be made a week within appointment of the first Independent Engineer - Request that these should be reimbursed by AMC as the quantum is not</p>	

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	<p data-bbox="262 370 340 394">Veolia</p> <p data-bbox="262 1284 424 1341">CASCAL-EA-NCC</p>	<p data-bbox="457 370 760 427">Volume III; Clause 5.2(iv), 18.3, 24.1 & 24.3 (Legal)</p>	<p data-bbox="850 313 982 337">known now</p> <p data-bbox="850 370 1381 581">Need of Independent Engineer and Independent Auditor - 2.What is the estimate of Annual fee as well as duration of employment of Independent Engineer & Independent Auditor which need to be considered for arriving the cost thereof in the bid?</p> <p data-bbox="850 613 1381 824">The role of Independent Engineer & Independent Auditor during Operation & Maintenance Period is not mentioned in the bid document anywhere. Kindly explain the expected role of Independent Engineer & Independent Auditor during Operation & Maintenance Period.</p> <p data-bbox="850 824 1381 1101">The TOR for the selection of Independent Engineer & Independent Auditor needs to be agreed by the Concessionaire. The selection process could be time consuming and any delay in selection of independent engineers / independent auditors, Concessionaire should not affect the Concessionaire's obligation towards AMC. Kindly incorporate the suitable clause.</p> <p data-bbox="850 1133 1381 1247">The cost of recruiting of Independent Engineer & Independent Auditor shall be born by AMC whereas their remuneration shall be shared equally. Please confirm.</p> <p data-bbox="850 1279 1381 1369">These fees will need to be specified to enable the Concessionaire to take full account of the costs involved. - To enable</p>	

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			financial modeling to be completed accurately.	
42	Ranhill-JUSCO	Overall project structure	<p>(i) The project structure assumes no investment post year 4, which is an unreasonable assumption in a concession project. There will be investments and the current structure of annual operational support grant does not compensate for subsequent investments</p> <p>(ii) No bidder can budget for incremental capex in the subsequent years</p> <p>(i) Bidder should have flexibility of phasing out investment based on demand / requirement even in first 3 years. Otherwise, the bid will turn out to be too expensive for AMC.</p> <p>(ii) Incremental capex in the later years will should be deployed after getting AMC's approval and compensated separately</p>	1. AMC shall be responsible for any additional investment in the Project as a result of Change-in-Scope and / or additional quantity
43	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 2.1,m	<p>To clearly define the Supply Area, where AMC has already entered into agreement. - Sketch defining Supply Area, where AMC has already entered into agreement to be furnished.</p> <p>Coverage area is not defined properly. It must be defined - Through a map showing AMC limits and also marking with names for other areas (ex: defense land)</p>	1. Area falls within AMC's municipal limit shall be considered as Service Area
44	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 3,j	To specify other such activities incidental to the foregoing or proper or desirable for the safe, efficient and economic operation of the Project. - These other activities should be clearly specified.	<p>1. It is any other activity that may be required but missed to be mentioned in Clause 3 (a) to (i), to be undertaken to run Project efficiently;</p> <p>2. As it is an unidentified activity, no definition</p>

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45	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 5.2, a,i	<p>List of Permits required for implementation to be specified. - AMC should provide the list of Permits required for implementation</p> <p>It is the responsibility of the Concessionaire to obtain all permits required for the implementation of the project in accordance with the Environmental and Social Assessment Report and all permits required under the Applicable Law – We suggest that AMC obtain all permits relating to environmental protection and conservation of the site, such as Environment Clearance, Pollution Control Board Approval/ Clearance, etc. , as is the practice in Highway projects of NHA and as per GOI's Model Concession Agreement for Highways sector.</p>	<p>can be provided</p> <ol style="list-style-type: none"> 1. It shall be Concessionaire's responsibility to obtain all permits required for the implementation of the Project; 2. AMC shall provide all necessary assistance to the Concessionaire to receive such licences / permits / approvals etc; 3. The Concessionaire shall bear the cost pertaining to acquire such licences / permits / approvals
	IL&FS-Acciona	<p>Clause 5.2 – Vol III, Draft Concession agreement Provisions to take effect on the Appointed Date</p> <p>This Agreement shall (except for the provisions referred to in Clause 5, which provisions shall already be in force) come into full force and effect on the Appointed Date, conditional upon:</p> <p>(i) Obtained all Permits required for the implementation of the Project, and in conformity with, and as</p>	<p>Please confirm that the project scope also includes conducting EIA and getting clearance from MOEF. Obtaining necessary permits shall be carried out during the concession period at appropriate stages of implementation. Please confirm</p>	

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	JMC-MBL-SREI	contemplated by, the Environmental and Social Assessment Report included as SCHEDULE VII and such other Permits required under Applicable Law; Clause 10.2 b of DCA Pg 15		
	Mahindra-Suez	Volume III - clause 5.7 a) (iv) (B) - Non fulfillment of conditions precedent by the concessionaire	AMC should obtain the Permits, which are under sole control of AMC, for the concessionaire. The right to AMC to appropriate the entire bid security should be limited to the concessionaire not having made its best efforts to get all the permits. We have no idea at this stage of all the permits that are necessary for the implementation of the project [clause 5.2 (a) (i)]. Some of them, as mentioned in clause 10.2 (b) may have to be delivered by government bodies other than AMC and may not be delivered quickly despite the concessionaire's best efforts to get them.	
	RANHILL-JUSCO	Concession Agreement – clause 5.2 (a)(i)	To set out in detail a list of all permits required to be obtained by the Concessionaire. - Concessionaire might not be familiar with the Applicable Law.	
46	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 2.1,h	To clarify whether regularization of illegal connection by bidder will be limited to disconnection based on local laws.	1. AMC shall provide water byelaws to the Concessionaire, covering among other issues: i. Connection and disconnection policy;

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	JMC-MBL-SREI		<p>(i) Concessionaire shall only prepare list of defaulters and decision of disconnection shall rest with AMC</p> <p>(ii) Regularization of illegal connections is AMC's and not Concessionaire's decision.</p> <p>(iii) Please provide AMC's connection & disconnection policy, which should also incorporate punitive action for illegal connections</p>	<p>ii. Connection and disconnection charges;</p> <p>iii. Mechanism for meter tampering;</p> <p>iv. Policy for bore wells;</p> <p>v. Policy for the stand posts / public taps; and</p> <p>vi. Water supply to slum areas, etc</p>
	Mahindra-Suez	Volume III clause 17.8 (a) (i)	Any regulation in place or proposed to empower the concessionaire to disconnect the water supply.	2. AMC shall provide details on public bore wells and stand posts
		Volume III – schedule XII	Can the right to disconnect be legally transferred by AMC to the concessionaire?	3. The Concessionaire shall disconnect the connection, after receiving a formal approval from AMC, for non-payment of water dues for 6 consecutive months;
			This schedule needs to be finalized prior to the deadline for submission as the concessionaire is required to take the risk of non payment by the customers. It is not possible for the bidders to factor in the collection risk in their bids if the disconnection procedure is not known. In particular the case of customers who cannot afford to pay needs to be discussed and clarified: does AMC wishes to have a specific mechanism for these customers to protect them against disconnection? (we do recommend it as water is a basic and essential need and are ready to share our experience on that in other countries).	4. AMC shall help Concessionaire to get a police protection for a disconnection of water connections;
	Ranhill-	17.7, Vol- III	Document is silent on AMC's policy of stand	5. AMC shall transfer all water tankers, owned by AMC to the Concessionaire on Appointed Date

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	JUSCO		<p>posts and providing piped water supply to unauthorized settlements / slums. What if the people don't pay? Will AMC consider disconnection in case of non-payment.</p> <p>Please provide the AMC policy. This should be clearly spelt out for us to estimate the capex. Or else, we expect significant socio-political problems to come up.</p> <p>AMC to define Policy for public taps, bore wells.</p> <p>AMC to define policy for unauthorized connections and implementation procedures for regularization /disconnection</p>	
	JMC-MBL-SREI		<p>AMC to clearly ensure the interest of the Concessionaire in terms of default of payment. AMC should delegate powers to the Concessionaire for disconnection of connections in even of default exceeding 3 months / Dishonoring of Cheques</p>	
	Ranhill-JUSCO	Vol- 3, Concession Agreement, Schedule II	<p>Disconnecting water supply to customers not paying user charges - If AMC directs concessionaire not to disconnect despite non-payment, the amount should be considered deemed collected and AMC shall pay to concessionaire.</p>	
	SPML-NWSC-VTTL	CA - Schedule VI	<p>User Fee Payment is an amount equal to the amount (in INR) of User Fees collected by the Concessionaire on behalf of AMC in accordance with the terms of this Agreement</p>	

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	JMC-MBL-SREI		<p>for the relevant billing period. For the avoidance of doubt it is expressly clarified that the User Fee Payment will include and connection or disconnection charges - Connection or disconnection charge should also be included. Who will bear new connection charge of installing meters and pipeline</p> <p>It is understood that presently some Bore wells are also been operated upon by AMC to make up the supply. Is the Concessionary expected to operate and maintain these pumps as well.</p>	
	UPL-PIL-SEB	1.1.13 (B) (iii) (b) Part II	<p>Please confirm whether the bore well to be maintained by the Concessionaire - Please clarify, whether the public stand posts are supposed to be retained or dismantled. If retained please mention the methodology of billing such stand posts.</p>	
	Jindal-HCC-Manila	Refer Cl.1.1.13. (B) (iii) (b) of RFP Volume: 1, Instruction to Bidders Sr.No.2 Ground Water Pumping By AMC, P.N.12, DPR on Energy Conservation.	<ul style="list-style-type: none"> • The city is stowed with over 500 Bore wells. • 24 nos. bore wells and 24 nos. open wells are fitted with submersible electric pumps. • 7nos. of bore well & 2 nos. of open wells are inoperative. <p>The clear picture is only available for 48 nos. of bore wells/open wells. Then clarify for remaining bore wells.</p> <p>Please clarify about actions are to be</p>	

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		DPR - Clause 2.0-2.2	<p>expected for these 500 nos. of bore wells from Bidders.</p> <p>Ground Water Pumping By AMC</p> <ul style="list-style-type: none"> • Please clarify if the use of bore wells is part of the project scope • Please provide data with regards to the water quality and yield of this wells(500) <p>We can use this wells in serving isolated distant colonies.</p>	
	Ranhill-JUSCO	Volume 2, Page 13	<p>“The City is stowed with 500 bore wells dug by AMC” - What will happen to these bore wells after implementation of the new project.</p>	
	JMC-MBL-SREI		<p>It is given to be understood that there shall be stand post on each street for which water should be supplied free of charge. It is proposed that the Free quantum of water may be fixed and there after billing be permitted to AMC.</p>	
	JMC-MBL-SREI		<p>What assistance will AMC provide to regularize illegal connections?</p>	
	Veolia		<p>O&M of alternative water supply sources - Kindly confirm the following: (a) Who will maintain the other alternative sources like hand pumps, bore well with power pumps, open well with power pumps etc.?</p>	
	JMC-MBL-SREI		<p>AMC to clearly ensure the interest of the concessionaire in terms of default of payment. AMC should delegate powers to</p>	

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	Jindal-HCC-Manila		<p>the concessionaire for disconnection of connections in even of default exceeding 3 months / Dishonoring of Cheques.</p> <p>No penalty / under collection provision in CA for customers who engage in meter tampering activities during O&M stage. - To have an effective NRW reduction program, AMC should provide mechanism in the CA to penalize meter tampering.</p> <p>Please provide water service disconnection fee. - Customer with Disconnected water meter should pay reconnection fee to encourage them to pay within due date and compensate operator for disconnection of meter cost.</p> <p>Please provide water service connection fee to be paid by customers requesting for a new water service connection after the construction phase. - Commercial establishments in the future may need 40mm water meter 63mm tapping. We need basis for connection fee to be paid by the customer</p>	
47	Veolia	Volume III; Clause 21.3 a (iii)	Collection user fee from the end users - In case of non-payment of user fee by any customer including the arrears, payment due from this customer should be considered as payable by AMC until this customer is disconnected and the same shall be paid to Concessionaire. This is because the disconnection can only be made after the instructions from AMC.	1. AMC shall not take any collection risk
48	Ranhill-	Vol- 3, Concession Agreement	Any objection / challenge to the agreement	1. AMC and the Concessionaire shall defend

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	JUSCO	, Clause no 10.1 (h)	and/or water payment reserve account shall be defended by AMC at their own costs	their respective cases in the Court of Law
	JMC-MBL-SREI		<p>This is the core responsibility of AMC and this risk cannot be transferred to the concessionaire. Any such challenge will have direct material impact on concessionaire's revenue.</p> <p>Given that the procedural and substantive validity of the Concession Agreement/Water Payment Reserve Account is under the control of AMC please explain why it is not AMC's responsibility to resist any challenge rather than the Client "assisting Concessionaire to challenge it"?</p> <p>Please confirm that if someone were to challenge the procedural and substantive validity of the Concession Agreement/Water Payment Reserve Account that the Concessionaire will be compensated for any costs which it incurs and that it will also be granted an extension of time to compensate for any time lost as a result of such a challenge.</p>	
	Veolia		In an event of any action or suit to prevent - AMC should indemnify the Concessionaire in any event of action or suit - This shall be included as clause (d) under clause 36 of Volume III. All cost to challenge and mitigate such issues will be born by AMC.	
	RANHILL-		Any action/suit to prevent, prohibit or	

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	JUSCO		challenge the validity of the Concession Agreement/Water Payment Reserve Account Agreement should not be at the cost of the Concessionaire. - Concessionaire is granted by AMC, and AMC has the ultimate say how the Concession should be undertaken while Concessionaire merely undertaking the work based on AMC's requirements. As such the cost should not be transferred to the Concessionaire This would cause material cost impact to the Concessionaire.	
49	Ranhill-JUSCO Veolia RANHILL-JUSCO	Vol- 3, Concession Agreement ,Clause no 10.1 (i)	<p>This should be classified as "other force majeure event"</p> <p>Not acceptable. Concessionaire cannot be expected to take every risk and bear the costs. Please appreciate that all these uncertainties and risks will make the project too expensive and unaffordable for AMC.</p> <p>In the event of any action or omission by Third party - AMC should indemnify the Concessionaire in any event of action or omission by Third party - This shall be included as clause (e) under clause 36 of Volume III. All cost to challenge and mitigate such issues will be born by AMC.</p> <p>Any action taken for any act/omission by any third party which might reasonably be expected materially and adversely to affect the Works should not be at the cost of the Concessionaire. - It would be unfair to the Concessionaire to undertake such risk and bear all the costs particularly on matters</p>	<ol style="list-style-type: none"> 1. During the Concession Period the Concessionaire shall have complete control on the Project assets; 2. It is Concessionaire's responsibility to protect Project assets; 3. The Concessionaire shall be responsible for any damages to the Project assets during the Concession Period; and 4. With the help of AMC, the Concessionaire can take an action against the damager

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		7.3, Vol III	beyond Concessionaire's control. Furthermore, AMC being a municipal would be in a better position to arrest the problem immediately. Concessionaire shall not be held responsible for any contamination due to third party damages during concession period.	
50	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 17.3 (d) & (f) Vol- 3, Concession Agreement ,Clause no 17.2 (b)	We agree with sub-clause (f), but if Independent engineer forces us to change design and because of which there is adverse effect on concessionaire's performance subsequently, AMC shall indemnify concessionaire from all losses, claims, and litigation. In such a case, Concessionaire shall also be excused from meeting pertinent performance targets. To clarify the limits on amendment required by Independent engineer. Concessionaire's opinion on design shall be respected as the onus of meeting performance obligations rest with the Concessionaire.	1. AMC shall not allow any deviation from the Annexure 10 - Clause 1.1.13 (B) (ii) (a) Technical Specifications
51	Ranhill-JUSCO Veolia	Vol- 3, Concession Agreement ,Clause no 12(a) Insurance for short supply of Water	To clarify the max claim amount Insurance to cover business risk could be provided only by foreign insurance companies and premium of such risk covers would be too high. Request AMC to consider deleting this clause. Kindly confirm whether (a) such insurance is feasible (b) whether it is necessary as it may be very expensive. Insurance companies are not willing to provide such insurance.	1. AMC does not intend to specify any limit for the insurance Cover; 2. The Concessionaire is expected to take insurance cover only on Project assets and not business risk; 3. The Clause shall be amended accordingly

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	RANHILL-JUSCO	Concession Agreement – clause 12(a)(i) – (2 nd)	To clarify what “etc” appearing in “Business interruption insurance for loss of due to interruption/short supply of water etc...” - Clarification for better understanding	
52	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 15.2 (a)	Approval should be restricted to Basic Engineering Package & Layout drawings only Scope as defined in Clause no 15.2 (a) will mean approval of lots of drawings, leading to delay in execution	<ol style="list-style-type: none"> 1. The Clause stands unchanged; 2. The Concessionaire is expected to provide detailed drawings and designs during the Preparatory Period; 3. The Concessionaire is expected to work parallel on different components of the Project and get it approved in a staggered manner
53	Ranhill-JUSCO Veolia	Vol- 3, Concession Agreement ,Clause no 26 Volume III; Clause (H) (Legal)	<p>Whether Water payment to concessionaire would attract Service Tax? If yes, it should be borne by AMC.</p> <p>Since the entire payment is in the nature of grants & user fees payment. Will there be a service tax attracted on the service provided by concessionaire</p> <p>Concessionaire to establish Special Purpose Company (SPC) to ‘perform and deliver the services’ - The purpose of the SPC created by the Concessionaire is to "perform and deliver the services" mentioned in the Contract. The contract implies that the SPC will act “on behalf of” the AMC for performance and deliverance of services. This is on ‘principle to agent’ basis. Clarifications are required on the following: On a ‘principle to agent’ basis the Annual Grant being paid to the Concessionaire (agent) is subject to Service Tax. There is an</p>	<ol style="list-style-type: none"> 1. AMC has tried to create Project Structure as tax efficient as possible; 2. The bidders should consider all payments from AMC excluding Service Tax; 3. Concessionaire shall bear Service Tax, if applicable on its payment to the Concessionaire; 4. If applicable, the Concessionaire can recover the service tax from consumers

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			<p>additional burden of service tax on AMC when the services are delivered through an agent. In order to avoid payment of Service Tax, it is suggested that AMC request State Government to relax Service Tax applicability on this SPC as special case. If not, the bidders will add Service Tax to each and every expenditure being incurred by the bidder including electricity charges, raw water charges etc., This will increase the Project Cost and there by the Annual Grant. Further, to reduce the Annual Grant sought by bidders, payments towards electricity charges, raw water charges etc., can be paid directly by AMC to the respective departments to reduce Service Tax liabilities and there by the Project Cost. AMC may also consider to reimburse Service Tax to the Concessionaire in order to reduce the Annual Grant being sought by them.</p>	
54	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 31.2 (a)	<p>Disruption due to protests against the project and concessionaire during the project construction and O&M phase should be included as "Political Force Majeure" event. - This is an extremely critical issue, as evident from other water projects in India and abroad.</p>	<ol style="list-style-type: none"> 1. These can not be considered as Political Force Majeure event; 2. No change
55	Ranhill-JUSCO	Vol- 3, Concession Agreement , Schedule IV	<p>Please explain the last line of the schedule. - Please provide an illustration with dummy numbers to explain the mechanism</p> <p>Project Grant - Mechanism explained and the example given therein is contradictory. Kindly explain giving an illustration.</p>	<p>Please read the last line as "If the approved Grant amount for milestone turns out to be lower than the milestone 1, then AMC ..."</p>
56	Ranhill-	Vol- 3, Concession Agreement	(i) Please explain the rationale of putting	1. The household survey is a one time

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	JUSCO	, Schedule IV Vol- 3, Concession Agreement, Schedule II Vol- 3, Concession Agreement, Schedule II	<p>100% households survey as service level requirement in each of the first 3 years.</p> <p>(ii) 100% survey is unreasonable and practically impossible. Will it also include informal / unauthorized settlements</p> <p>(i) Please clearly explain the scope of this household survey</p> <p>(ii) Also, please clearly define the baseline database of 100% households. It can be census database OR as per AMC's property tax records.</p> <p>Performance parameters defined shall be tangible and should be linked to some definite source to avoid disputes.</p> <p>For example, 100% household survey can be linked to households as per census data.</p> <p>100% consumer coverage irrespective of location. This too like the household survey example is wide open and can lead to dispute. What if someone refuses to pay connection charges and/or tariff?</p> <p>Consumers can be given only to eligible customers as per connection policy. Guidelines of Connection & disconnection policy should be part of agreement. This will have impact on collection efficiency.</p>	<p>requirement;</p> <p>2. The Concessionaire is expected to update this survey periodically based on new water connections;</p> <p>3. AMC shall provide scope of this household survey;</p> <p>4. The baseline data for the survey shall be Census 2011</p>
57	Ranhill-JUSCO	Vol III	Annual Operating Support Grant - AMC should ring fence dedicated revenue streams to ensure payment of annual operating	<p>1. AMC shall ring fence Water Payment to the Concessionaire;</p> <p>2. AMC shall provide its annual statements</p>

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			support grant. Request AMC to provide their income and expenditure statement for last 5 years.	for last 5 years
58	Ranhill-JUSCO	Vol II (i) and (ii)(b, c & d)	<p>The Mandatory project requirements provides for</p> <ol style="list-style-type: none"> 1. Small Transmission Mains, Trunk and Feeder Mains-required investment and proposed design 2. Distribution Network- Investment Required and technical specifications 3. Water and Flow Meter- required investment and Proposed technical Specifications <p>The requirements set above in 1 and 2 are different from those set out in DPR. It would have been ideal if the Concessionaire would have been allowed to carry out his own surveys, designs and analysis to provide AMC with a complete plan for construction and rehabilitation for the entire water supply system from source to customer tap.</p> <p>However, considering that the grant has been approved on basis of design provided in DPR (parallel water supply scheme) and therefore works given in DPR have to be undertaken in accordance, We propose the following</p> <ol style="list-style-type: none"> 1. AMC shall make mandatory for the concessionaire, to follow requirements set 	<p>AMC agrees with the Bidder and shall make change Draft Concession Agreement on following basis:</p> <ol style="list-style-type: none"> a) 1.1.13 (B) (ii) (a) shall be mandatory to the Concessionaire; b) 1.1.13 (B) (ii) (b) / (c) / (d) shall only provide reference to the Concessionaire and he shall be free to design water supply system on his own, meeting Service Level Requirements as stipulated in the Draft Concession Agreement; c) The Concessionaire shall design the distribution system as per CPEEHO norms;

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	<p data-bbox="262 950 352 1036">SPML-NWSC-VTWL</p> <p data-bbox="262 1161 352 1188">Veolia</p>	<p data-bbox="451 950 651 977">Vol 1-ITB - 2.7.1</p> <p data-bbox="451 1161 808 1221">Volume III; Clause 19.1 (c) (ii) & (d)</p>	<p data-bbox="850 311 1386 397">out in Vol II (ii) for only the works between Intake to MBR (Bulk water supply system). These are major works as per DPR.</p> <p data-bbox="850 430 1386 760">2. Concessionaire shall have flexibility to provide his own design for construction and rehabilitation of works from MBR down upto customer tap (transmission and distribution system). These designs should be worked out by Concessionaire after thorough investigations, surveys, analysis etc during the preparatory period so as to match the service level requirements set out by AMC for the concession period and thereafter.</p> <p data-bbox="850 799 1386 912">The items referred above from the mandatory project requirements shall only form part of guidelines which Concessionaire can follow.</p> <p data-bbox="850 950 1386 1128">The concessionaire shall be allowed to modify the design details subject to the approval of Independent engineer without sacrificing the quality and delivery requirements in order to effect value engineering and cost reduction.</p> <p data-bbox="850 1161 1386 1364">Deviation from the DPR and Mandatory Project Requirements when implementing the Project – non-relief for Concessionaire - Concessionaire should have the flexibility in deviating from the DPR and Mandatory Project Requirements, as mentioned earlier. This deviation should not</p>	

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	Ranhill-JUSCO	19.1 a (ii), c(iii) & (d) and 19.2 (a) of Vol III	<p>be considered as a criterion for non-eligibility for relief.</p> <p>Kindly clarify: A deviation from DPR due to Concessionaire following the Mandatory Project Requirements given in Vol II (ii) will be considered as an act or omission on part of AMC and concessionaire shall be entitled for relief as per clause 19.2 (a) of Vol III</p>	
59	Ranhill-JUSCO	Vol II (i)	<p>Kindly clarify whether Concessionaire during the concession period will have to undertake works as given in Phase II works in the DPR for year 2023. How will he be compensated for these works.</p> <p>Phase II works if any have to be undertaken in year 2023, the cost of such works cannot be determined now. AMC should provide for in the RFP, mechanism to estimate such works (including any works of rehabilitation/replacement /expansion required during the concession period) at prevailing market rates at the time they are proposed and need to be undertaken during the concession period. The concessionaire can at the most estimate works proposed in the first 3 years of construction and rehabilitation period. Here as well AMC shall provide escalation clause as it is a standard practice in all contracts.</p>	<ol style="list-style-type: none"> 1. The technical specifications provided shall withhold; 2. No investment proposed for Phase II of the Project
60	Ranhill-JUSCO	5.1, Vol III, Page 6	<p>“The provisions of this clause 4©(ii).....”</p> <p>Clause 4©(ii) refers to the operation maintenance period. The provision of the clause cannot take place on the date of agreement. Pls confirm.</p>	<p>Please read the Clause 5.1 as “The provisions of this Clause 4, Clause 1, Clause 6.....”</p>
61	Ranhill-		We suggest the following	<ol style="list-style-type: none"> 1. The Preparatory Period shall be 6 (six)

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	JUSCO		<ol style="list-style-type: none"> 1. The preparatory period shall be 1 year. 2. Within 6 months from the start of the period, Concessionaire shall prepare the asset register as per Clause 15.1(b) along with a plan to take over O&M of asset in next six months period except for billing and collection responsibility. 3. The Concessionaire shall undertake a service baseline exercise along with AMC engineers for the existing level of service from AMC to its entire customer base. This exercise shall cover, daily average supply, losses in the bulk supply system, frequency of breakdown in bulk supply system, coverage of supply within AMC boundary, areas served with bore well (maintained by AMC) and AMC supply tankers, areas with history of frequent contaminations, high leakages, frequency of supply (supply timings) ward wise, frequency of breakdowns in distribution system causing no supply of water in affected areas, quality, quantity and pressure measured at agreed points (two points) within each ward etc. The Concessionaire during O&M within preparatory period and during construction & rehabilitation period for each zone until such time that construction or rehabilitation works as per set milestones are completed in the said zone, shall have the obligations to operate maintain the assets and supply water on as and where basis only. The 	<ol style="list-style-type: none"> months; 2. The Concessionaire shall assume billing and collection responsibility only from the Appointed Date; 3. AMC shall allow access to the Concessionaire of its existing water supply system within 30 days of signing of Concession Agreement; 4. From the date of such access till the Appointed Date, both Concessionaire and AMC shall jointly undertake following system related activities: <ol style="list-style-type: none"> i. Undertake a service baseline exercise, covering daily average supply, losses in the bulk supply system, frequency of breakdown in bulk supply system, coverage of supply within AMC boundary, areas served with bore well (maintained by AMC), AMC supply tankers, areas with history of frequent contaminations, high leakages, frequency of supply (supply timings) ward wise, frequency of breakdowns in distribution system causing no supply of water in affected areas, quality, quantity and pressure measured at agreed points (two points) within each ward, etc.

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			<p>concessionaire shall not deteriorate further the level of service from the baseline level. The concessionaire shall endeavor to improve the service as and where possible but this shall not be referred as events of default by concessionaire.</p> <p>4. AMC and independent engineer shall review the take over plan and service level baselines and give its approval within a period of 15 days, beyond which period it will be deemed to have been approved.</p> <p>5. The AMC shall hand over the assets as per plan for regular O&M.</p> <p>6. The concessionaire shall assume responsibility of billing and revenue collection only from the appointed date.</p> <p>7. During the preparatory period the Concessionaire shall prepare his detailed design and plans (“Draft construction and rehabilitation work plan”) as per 15.2 and submit to AMC for its approval within eleven months from the start of such period.</p> <p>AMC and independent engineer shall review Draft construction and rehabilitation work plan as per clause 15.2(b). The period for review, request for clarification, clarifications and approval shall be a maximum of one month. Beyond which period the “Construction and rehabilitation Work Plan” shall be deemed to have been approved.</p>	

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62	Ranhill-JUSCO Veolia RANHILL-JUSCO	8.3, Vol III	<p>Proceeds on sale of items provided by concessionaire should be his. Concessionaire has to any way return the full plant in working condition.</p> <p>Benefits on proceeds of sale of assets or scrap - During the concession period the proceeds of the sale of any equipment scraped or replaced will be shared in the ratio of investment made by Concessionaire and AMC. Please confirm.</p> <p>Concession agreement is silent on ownership of released material/scrap material. Does such material recovered from site be Concessionaires property or have to be returned to AMC?</p>	<ol style="list-style-type: none"> 1. All Project Assets are owned by AMC and the Concessionaire shall have the Concession to Operate and Maintain the same; 2. The AMC shall monitor the sale / trade of Project assets and / or scrap; 3. Proceed from any sale or trade of any equipment or Project asset during the Concession Period shall be transferred to the Water Payment Reserve Account; 4. The Concession Agreement shall have a provision on this aspect
63	Ranhill-JUSCO	19.1 (a)(i), Vol III	Pls specify requirements unrelated to project	<ol style="list-style-type: none"> 1. These are the urban reforms specified under Clause 13 of the Guidelines for Urban Infrastructure Development Scheme for Small and Medium Towns (UIDSSMT), December 2005 by Ministry of Urban Development, Government of India; 2. AMC shall provide the copy of this document to all Bidders
64	Ranhill-JUSCO	32.2, Vol III	1 percent per week penalty is too high. We request it should be at max 0.5 percent per week.	<ol style="list-style-type: none"> 1. AMC considers 1% per week as an appropriate penalty; 2. The Clause stands unchanged
65	Ranhill-JUSCO	21.7(h), Vol III	Pls explain the rationale for this. - Decision regarding appointment or replacement of contractor is the prerogative of Concessionaire.	<ol style="list-style-type: none"> 1. The Concessionaire is not expected to subcontract more than 50% of the works; 2. The intent of this clause is to ensure quality of Project Contractor; 3. The change / replacement of the Project Contractor shall be in consultation with the AMC;

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				4. The Clause shall be altered appropriately
66	Ranhill-JUSCO	Schedule XVIII, Vol III	Permission granted under the agreement provided in schedule XVIII is subject to Bombay Canal Rules and Maharashtra Irrigation Act. Please provide details of these legislations.	<ol style="list-style-type: none"> 1. AMC do not have the copy Bombay Canal Rules and Maharashtra Irrigation Act; 2. The same can not be provided
67	Ranhill-JUSCO	Schedule VI (5), Vol III	We request the increase should be fixed at minimum 6 percent and not 6 (exact). Providing for minimum value will give flexibility in future for AMC if Concessionaire has to be compensated for abnormal increase in input costs.	<ol style="list-style-type: none"> 1. The suggestion is not acceptable to AMC; 2. The Clause stands unchanged
68	Ranhill-JUSCO	5.2, (iii), Vol III	AMC shall assist the Concessionaire as necessary and mutually agreeable, to enable the Concessionaire to achieve Financial Closure. Such assistance shall include discussion in good faith and the obligation of AMC to consider reasonable modifications to this Agreement as may be required by the Lenders and execution of such further appropriate documentation or additional writings, in order to facilitate the process of achieving Financial Closure	<ol style="list-style-type: none"> 1. AMC shall not allow any modification to the Concession Agreement; 2. Nevertheless, AMC shall provide all necessary assistance to the Concessionaire to achieve Financial Closure
69	Ranhill-JUSCO	General	AMC to define the role of concessionaire for IEC (Information Exchange communication).	<ol style="list-style-type: none"> 1. AMC shall conduct stakeholders' consultation / discussion along with the Concessionaire as and when required
70	Ranhill-JUSCO	General	O&M of existing facilities should be 'as is where' basis till rehabilitation work is completed without addition of assets like new pipeline, new bore well, more tankers, new valves, etc than what is being used today,	<ol style="list-style-type: none"> 1. AMC agree with the comment; 2. The Clause will be added appropriately in the Concession Agreement
71	Ranhill-JUSCO	Clause 1.1.10 of DCA	The collection risk of water tariffs from the users shall be borne by the Concessionaire	<ol style="list-style-type: none"> 1. AMC shall provide the copy of General Body resolution approving PPP and hike in

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			and the Authority shall not guarantee a minimum level of collection from the end users – Please confirm that AMC is legally authorized to “assign the right” to bill and collect water charges by Concessionaire. Please also give us a copy of AMC resolution to this effect.	water tarriff
72	Ranhill-JUSCO	Clause 5.7 & Clause 5.8 of DCA	In case the Concessionaire’s delay in meeting the Conditions Precedent, the concessionaire is liable to pay a penalty. However, in case of AMC’s delay, AMC does not have to pay any penalty. We suggest that AMC follows the Highways sector Model Concession Agreement of GOI, wherein both entities are liable to pay penalties for their respective delays.	1. AMC carries a risk of termination of the Agreement in case of non-fulfilment of the Condition Precedent; and 2. The Clause has a provision of mutual extension of the Preparatory Period and Condition Precedents thereof
	JMC-MBL-SREI	Clause 5.8 of DCA Pg 8	Please explain why if the Concessionaire fails to meet the Conditions Precedent AMC may call the bidders Bid Bond and additionally seek damages whereas if AMC do not meet Conditions Precedent within the allotted time then Concessionaire may terminate but AMC is not required to pay any compensation?	
	SPML-NWSC-VTTL	CA - 5.7	For delay in meeting the conditions precedent during The Preparatory period AMC can encash the bid security at the rate of 1% per week - This is very harsh penalty. This should be reduced to 0.1% per week for the preparatory period	
	CASCAL-EA-NCC	Clause 5.8	The Concessionaire should be compensated for failures on the part of AMC. - The parties	

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	Veolia	Volume III; Clause 5.7 (a) (iv) (A) & (b)	<p>should be treated equitably.</p> <p>Encash the Bid Security at a rate of one percent (1%) per week for Non-fulfillment of the Concessionaire's Conditions Precedent - Instead of encashing the Bid Security at a rate of one percent (1%) per week, the matter shall be discussed between AMC and Concessionaire and a mutual agreement shall be reached within a week.</p> <p>If a penalty is insisted by AMC for non-adherence of conditions precedent by Concessionaire; it is necessary that the same is applicable AMC also, i.e., in case of non-fulfillment of conditions precedent by AMC, Concessionaire should be eligible to get an amount equal to what AMC is charging the Concessionaire.</p> <p>Further, it is suggested that the penalty is capped to a maximum of 1% of the bid security on account of non-fulfillment of conditions precedent by either parties.</p> <p>However, if the delay is more than 2 months or a mutual agreement is not reached, the contract can be terminated</p>	
73	JMC-MBL-SREI	Clause 31.3 of DCA	<p>Exceptions to Force Majeure Conditions – AMC shall not have the right to consider strikes, lockouts or labour disputes by the employees of AMC or its agencies and</p>	<ol style="list-style-type: none"> 1. Please refer Clause 32.4 AMC's Material Breach, 33.2 (a) and 34.1 (a); 2. Refer Clause 31.2.2 (a) (iii) for Non-Political Force Majeure Events

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			<p>economic hardships including insufficiency of funds. It implies that such events shall be treated as default of the employer (AMC)</p> <p>Economic hardship including insufficiency of funds for the concessionaire shall not be considered as a force majeure event by the concessionaire. What about economic hardships resulting from the inability of AMC to provide the necessary grants on time.</p>	
74	JMC-MBL-SREI	DCA	The period of the Concession will be 20 years. We request that concession period to be extended up to 30 years considering the fact that Assets involved in this type of project have long life.	<ol style="list-style-type: none"> 1. The Concession Period remains unchanged 2. The Operation and Maintenance Period shall commence post-COD
75	JMC-MBL-SREI	Clause 8.1 of DCA Pg 11	Please explain how the bidder will cost for the use of Client's Existing Assets but will not know what these Assets are until after the Concessionaire has signed the Concession Agreement?	<ol style="list-style-type: none"> 1. AMC has provided available details of all existing assets in used in the current water supply system; 2. AMC shall also allow all Bidders to assess its existing water supply system till the Bid Due Date; 3. Bidders are expected to take a call on state of existing assets based on this information and assessment
76	JMC-MBL-SREI	Clause 10.1 i of DCA Pg 14	If third parties take actions which might affect the Works etc then Client will, at Concessionaire's costs, take action to challenge/mitigate. Please confirm that if such actions do not relate to any default on the part of the Concessionaire that AMC will take such action in its own right and at its own cost?	<ol style="list-style-type: none"> 1. If the Concessionaire fails in its obligation resulting into action by the third parties, the Concessionaire shall bear the cost; 2. If AMC fails in its obligation resulting into action by the third parties, AMC shall bear the cost; 3. If both AMC and the Concessionaire fails in its obligation resulting into action by the third parties, AMC and the Concessionaire shall bear the cost in equal proportion;

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				4. If both AMC and the Concessionaire are not at fault but third party takes action, AMC and the Concessionaire shall bear the cost in equal proportion
77	JMC-MBL-SREI	Clause 10.1 k of DCA Pg 15	Page 15 Clause 10.1 (k). The draft Concession Agreement provides that if the Concessionaire is in breach of his obligations (does not say material breach) then AMC may stop the payment of the Project Grant. This will not be acceptable as the slightest infringement by the Concessionaire might result in him not being paid and therefore being unable to fulfill his obligations to the banks that are providing non recourse funding. Please confirm that this option will be removed and that should the Concessionaire be in Material Breach of his obligations then AMC will pursue his rights in accordance with the other options open to him under the Concession Agreement.	1. The Clause stands unchanged
78	JMC-MBL-SREI	Clause 15.2 b of DCA	Clause 15.2 (b) seems to allow AMC to appoint , in addition to the Independent Engineer, any number of a Consultants which it wants to review and comment on the Plans designed submitted in accordance with 15. 2 (a). This is not normal in Concession Agreements where the Concessionaire should be expecting to deal solely with the Independent Engineer. Please confirm whether this is correct and if it is provide details in the draft Concession Agreement of the role and authority of such Consultants?	<ol style="list-style-type: none"> 1. The Concessionaire is expected to deal only with the Independent Engineer and AMC; 2. AMC at its own discretion may appoint outside consultant as an assistance;
79	JMC-MBL-SREI	Clause 17.8 c of DCA Pg 23	Page 18 Clause 14 .Whose responsibility is it to prepare the Environmental and Social Assessment Report, when at whose cost?	1. The Social Safeguards Due Diligence Report and Initial Environmental Examination reports have already been

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	Veolia	Volume III; Clause 14	<p>EIA is indicated to be done by the concessionaire. It should be the responsibility of the ULB to have a clean ground for the Concessionaire to operate.</p> <p>Environmental and Social Assessment Report - AMC should define the obligations and responsibilities of (a) Concessionaire, (b) AMC and (c) other party, if any, in order to avoid ambiguity and provide clarity.</p>	<p>provided in Schedule VII of the Draft Concession Agreement;</p> <ol style="list-style-type: none"> As these reports are just a preliminary reports, the exact responsibility and obligations can not be determined at this juncture The responsibility to prepare detailed Environmental and Social assessment report shall be of Concessionaire; The Concessionaire is expected to prepare these reports during the Preparatory Period
80	JMC-MBL-SREI	Clause 19.1 d of DCA Pg 26	Please confirm that this Clause is subject to the Financing Documents?	<ol style="list-style-type: none"> The Clause stands unchanged
81	JMC-MBL-SREI	Clause 20 of DCA Pg 27	It is possible that the Concessionaire may not be able to obtain funding to carry out the additional work. Please explain what happens in such circumstances?	<ol style="list-style-type: none"> It is Concessionaire's responsibility to arrange funding for the Project, including any additional funding requirement as a result of Change in Scope and / or Change in Law and / or cost escalation and / or delay in receipt of Grant
82	JMC-MBL-SREI	Clause 34.4 b of DCA Pg 46 & Pg 60	Pg46 34.4 (b) & pg 60 schedule I adjusted Equity definition: the formula should be taking into account of annual compounding factor. (i.e. 15% on annual compounding basis). IRR is calculated based on annual compounding return rate Page 48 Clause 35: Please confirm that AMC' Step In Rights will be subject to the Direct Agreement with the Banks?	<ol style="list-style-type: none"> The Clause 34.4 and 35 stands unchanged
83	JMC-MBL-SREI	Clause 2.1 a (Schedule XIV) of DCA Pg 87	Please advise why the Water Payment Reserve Account is in the name of AMC and not in an Escrow Account	<ol style="list-style-type: none"> The Water Payment Reserve Account is an additional mechanism for the Payment Security to the Concessionaire; AMC shall utilize this account only in case of eventualities discussed in the Concession Agreement; and

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				3. In normal scenario no cash outflow is expected from the account
84	JMC-MBL-SREI	Clause 2.1 h (Schedule XIV) of DCA Pg 87 Clause 4.1 (Schedule XIV) of DCA Pg 89	Given the Concessionaire's right to draw monies from the Water payment Reserve Account please advice why AMC must authorize payments from the Account? Please advice why payments or transfers from the Account can only be made if authorized by AMC?	1. The Clause stands unchanged
85	JMC-MBL-SREI		We need AMC to share it's financial statement	1. AMC shall provide its financial statements for last 5 years
86	Mahindra-Suez SPML-NWSC-VTTL	Volume III - clause 23 (a)	The obligation of the concessionaire needs to be practical and realistic. We suggest that an emergency plan in case of shut down including FM be agreed upon by the parties based on what is reasonably feasible. Then the obligation of the concessionaire will be to implement the plan. Such plan can be regularly reviewed by both parties to improve / update it if needed. [consistency with clause 31.5 to be looked at]. The Concessionaire recognizes that water is an essential commodity and shall ensure that during any suspension of operation of the Project, or part there of, including in the case of an event of Force Majeure, the Concessionaire shall supply water to the Supply Area by tanker - Who will bear the cost of Tanker and water supplied. If the suspension of operation of the project is not due to any fault on the part of the concessionaire or if the force majeure event is not due to natural causes, the loss of	1. If in case there is a disruption in the operation and the Concessionaire may or may not be at fault; the Concessionaire shall provide water by the tanker;

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	Veolia	Volume III; Clause 23 (a)	revenue/ profits to the concessionaire shall be suitably compensated by AMC Supply through tankers - In case of supply through tankers due to the reasons other than that of Concessionaire, the same will be invoiced to AMC and paid by AMC. Please confirm.	
	SPML-NWSC-VTTL	Volume III, Clause 23	<ol style="list-style-type: none"> 1. Clause 23 says that the concessionaire should ensure during any suspension of operation of the project & in the event of force majeure, the concessionaire shall supply water to the end users by tankers. - It is not clear who would pay the concessionaire for the supply of water by tankers & at what rate. A clarifications needed 2. Further if the suspension of operation of the project is not due to any fault on the part of the concessionaire or if the force majeure event is not due to natural causes, the loss of revenue/profits to the concessionaire shall be suitably compensated by AMC. 	
87	Mahindra-Suez	Volume III - schedule VI	User Fee Payment - The issue of arrears is not clearly addressed in the contract. What about the amounts due by the customers to AMC prior to the concession contract ? One could think of a mechanism by which the concessionaire would try and recover the arrears as much as possible with some incentives / bonuses to do so.	<p>AMC agrees with the suggestion</p> <ol style="list-style-type: none"> 1. During the Construction and Rehabilitation Period AMC shall provide incentive to the Concessionaire to recover water arrears from consumers and pays back to AMC; 2. The incentive would be in proportion to the arrears recovered in following proportion: <ol style="list-style-type: none"> i. 0 – 50% arrears recovery – 15% incentive

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				<ul style="list-style-type: none"> ii. 50 – 75% arrears recovery – 20% incentive; and iii. 75% and above arrears recovery – 30% incentive 3. AMC shall provide data on arrear as on Appointed Date to the Concessionaire; 4. AMC shall remit incentive amount along with the Water Payment on a monthly basis to the Concessionaire
88	SPML-NWSC-VTWL	CA - 4 © (i) & (ii)	<p>(i) The period between the Appointed Date and the Commercial Operations Date ('Construction and Rehabilitation Period')</p> <p>(ii) The period between the Commercial Operations Date and the last day of the Concession Period ('Operation and Maintenance Period') - please clarify that the 20 years concession period is the sum of Construction and Rehabilitation Period and operation and Maintenance period or only after construction period</p>	<ul style="list-style-type: none"> 1. Please refer Clause 4 (b) and 4 (c) of Draft Concession Agreement
89	SPML-NWSC-VTWL	CA - 15.2 (b)	<p>Within 15 (fifteen) days from the submission of the draft work plan, the Concessionaire, Independent Engineer, AMC and any consultant invited by AMC, will meet to discuss and approve the draft work plan. AMC will be entitled to seek clarifications from the Concessionaire and the Concessionaire will respond to such requests within 7 (seven) days. AMC's approval of the plan shall not be unreasonably withheld and such approved plan will be referred to as the 'Construction and Rehabilitation Work Plan' and on the Appointed Date shall form part of Schedule IV - The time period for approval should be specified after clarifications have</p>	<ul style="list-style-type: none"> 2. AMC shall provide approval within 30 working days

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	Ranhill - JUSCO	Concession Agreement Schedule 1 – Definition “Commercial Operation Date or COD”	<p>been seek by Concessionaire by AMC</p> <p>To clarify what is the timeframe for Independent Engineer to finalize its assessment before issuing its certification that Project Milestones have been completed. - There must be certainty for the timeframe to be clarified to avoid ambiguity. Failing which, this assessment may take forever and thus delaying 2nd phase of the Concession Period (see clause 4(c)(ii)).</p>	
90	SPML-NWSC-VTTL	CA - 21.5	Financial and Project information - The Concessionaire has to submit all financial and project information to AMC. Take their approval for all works, sub contracting, expenses. If all these procedures all followed this will turn into EPC/ Consulting work instead of PPP	<ol style="list-style-type: none"> 1. The intention of the clause is to monitor Project; 2. The Concessionaire is expected to provide information related to the Project to AMC; 3. AMC is not expected to approve any of these submission except change in Financial Year, refer Clause 21.5 (d)
91	SPML-NWSC-VTTL	CA - 21.6 (b)	The Complaints Register shall be securely bound and kept in proper custody at the public relations office. Each page of the Complaints Register shall be duly numbered and each complaint recorded therein shall also be duly numbered. Within 24 hours of a complaint being registered, the complainant shall be given a receipt by such office stating the date and complaint number, which the Complainant may refer to in any subsequent correspondence or claim. The Complaints Register shall have appropriate columns including but not limited to the complaint number and date, name and address of the Complainant, the complaint and the action taken by the Concessionaire thereon - Increase this time period to at least 48 hours	<ol style="list-style-type: none"> 1. The Concessionaire is merely required to acknowledge the receipt of complaint and action taken within 24 hours; 2. The complaint redressal can take place in 3 working days, please refer Clause 21.6 (c); 3. The Clause stands unchanged

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92	SPML-NWSC-VTWL Veolia	CA - 23 (b) Volume III; Clause 23(b)	The Concessionaire shall supply water to all fire departments present in the Supply Area free of cost - AMC is requested to reimburse Concessionaire the cost for this and also indicate the quantum of water to be given Supply of water to all fire departments in the supply area - Since this supply of water can not be quantified before bidding, the cost of supply of the same can not be factored in to the financial model. Hence, supply to fire hydrants need to be metered and paid by AMC. Alternatively, kindly provide the previous history of fire hazardous and quantum of water utilized in last five years. Average of last five years supply to fire departments will be considered free of cost and beyond this shall be paid by AMC.	1. The Clause stands unchanged
93	SPML-NWSC-VTWL	CA - 31.7 (ii)	Upon occurrence of an Other Event of Force Majeure, all Force Majeure Costs attributable to such Other Event of Force Majeure, and not exceeding the Insurance Cover for such Other Event, shall be borne by the Concessionaire and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by AMC to the Concessionaire - Payment by AMC should be increased from one half to full	1. The Clause stands unchanged
94	SPML-NWSC-VTWL	CA - 32.4 (a)	Subject to Clause 25, if at any time during the Concession Period AMC is in Material Breach (and the Concessionaire intends to seek compensation for such Material Breach), the Concessionaire shall issue a notice to AMC detailing such Material Breach	1. AMC agree with the point; 2. The cure period for AMC to be changed to 90 days from 120 days

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		CA - 33.2 (a)	<p>and providing a cure period of one hundred and twenty (120) days - why 90 days cure period for concessionaire and 120 days for AMC and what shall be the penalty amount</p> <p>a Material Breach by AMC of its obligations, (other than the obligations specifically referred to in Sub-Clauses (c) and (d) of this Clause 33.2), which in each such case is not cured within a period of one hundred twenty (120) days from being given written notice by the Concessionaire as required under Clause 32.4 – AMC’s Material Breach, or, if such Material Breach is incapable of cure, immediately upon being given written notice by the Concessionaire as required under Clause 32.4 – AMC’s Material Breach - This should 90 days</p>	
95	SPML-NWSC-VTWL	CA - 34.4 c	Such amount so as to fulfill the Concessionaire’s obligations to its employees or the employees of any Project Contractor to provide just and fair compensation for their termination of employment - Adjusted equity calculation method and definition needs to be modified so that it can be more equitable	1. The Clause stands unchanged
96	SPML-NWSC-VTWL	CA - 35.6	Costs for AMC Step-In Event referred to in Clause 35.1(b) - Concessionaire should be compensated for this situation apart from normal payment	1. The clause stands unchanged
	RANHILL-JUSCO	Clause 35.6 (a)	To clarify basis for Concessionaire to bear all costs/expenses? - If the AMC Step In Event is due to “public emergency” or “public interest” which likely to be events beyond	

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		Clause 35.6 (a)	<p>Concessionaire's control, why should Concessionaire be penalized?</p> <p>The Concessionaire is required to bear all costs/expenses under this clause 35.6, why then Concessionaire is to invoice AMC? - Clarification for better understanding</p>	
97	SPML-NWSC-VTTL	CA - Schedule I	<p>Equity IRR means either the internal rate of return on the equity investment made by the Concessionaire referred to in the Financial Model, or 15.5% (fifteen and a half per cent) whichever is lesser - Cap of 15.5% on Equity IRR needs to be discussed</p>	<ol style="list-style-type: none"> 1. The Clause stands unchanged
98	Veolia	General	<p>Exemption from Customs duty and central excise duty – Please confirm - Whether Concessionaire is eligible for exemption from Customs duty and Central Excise duty under Notification. No.3/04-CE., dt. 8.1.2004 of Central Excise - General Exemption No. 44</p> <p>i) All items of machinery, including instruments, apparatus and appliances, auxiliary equipment and their components/ parts required for setting up of water supply plants; and) All items of machinery, including instruments, apparatus and appliances, auxiliary equipment and their components/ parts required for setting up of water supply plants; and (ii) Pipes needed for delivery of water from its source to the plant and from there to the storage facility</p>	<ol style="list-style-type: none"> 1. Customs duty and central excise duty are beyond AMC's jurisdiction; 2. The Central Government rules shall be applicable in this case; 3. Bidders are advised to consider appropriate law / rules and regulations
99	Veolia	Volume II; Clause 1.1.13 B (i)	<p>Existing Debt Service with AMC - Who will be responsible for repayment of the existing debt services related to Water Supply works? Please clarify and confirm?</p>	<ol style="list-style-type: none"> 1. AMC shall be responsible for all liabilities prior to Appointed Date; 2. AMC shall be responsible for repayment of the existing debt, if any, related to the

No	Bidder	Reference on the RFP document	Query	Reply
				water supply system 3. The specific Clause shall be incorporated in the Concession Agreement
100	UPL-PIL-SEB	General	Kindly provide the current demand projections	<ol style="list-style-type: none"> 1. AMC shall provide its estimation of the population growth; 2. The population projection to be provided by AMC should be used only as a reference; 3. AMC shall not be responsible for any deviation in these projections 4. The Bidder may assume water demand based on average consumption and losses in the system as envisaged by him
101	UPL-PIL-SEB		How much subsidy given at the current towards distribution and what would be the subsidy provided to the Concessionaire?	<ol style="list-style-type: none"> 1. Please refer Clause 1.1.4 of the RFP Volume I; 2. AMC shall provide its annual audited accounts for last 5 years
102	UPL-PIL-SEB		AMC to provide social assessment report	<ol style="list-style-type: none"> 1. Please refer Schedule VII of the Draft Concession Agreement
107	Veolia	Volume III; Clause 22.1 (General)	Setting of Water Tariff - Kindly provide us the copy of the English version of the Water Tariff approved by AMC General Body.	<ol style="list-style-type: none"> 1. AMC shall provide certified English version of the resolution by General Body approving hike in Water Tariff
108	Veolia	Volume III; Schedule VII; Clause F(62)	Tree felling along the rising main alignment - It is said that tree felling is required along the rising main alignment. Kindly confirm. Also please confirm that AMC will get necessary permission for tree felling.	<ol style="list-style-type: none"> 1. If required, AMC shall assist in getting permission for tree cutting by the Concessionaire
109	Veolia	Volume I; Clause 2.1.3 and Volume I; Clause 2.7.1	Project Information Memorandum is being provided only as a preliminary reference document. Project shall be implemented in accordance with DPR and the Mandatory Project Requirements as set out in Project Information Memorandum - This clause mentions that Project Information Memorandum is only a reference document.	<ol style="list-style-type: none"> 1. The Concessionaire shall implement Project as per Annexure 10 - Clause 1.1.13 (B) (ii) (a) Technical Specifications; 2. The Mandatory Project Requirement for distribution system can be used as a reference

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			<p>However, Clause 2.7.1 mandates that Concessionaire should implement the Project as per the DPR and the Mandatory Project Requirements as set out in the Project Information Memorandum. This means that the bidders have no option but to follow the above document and there is no scope to bring in their expertise, innovations and technology etc., in to the Project. Such conditions are normally placed in Management / Service contracts and are not generally incorporated in the Concession contracts where the efficiency and expertise of the Concessionaire are key elements of success and profitability of the project.</p> <p>In nut shell, Concessionaire should have the flexibility and the freedom to design the system keeping in mind the service level requirements and the quality specifications stipulated in the DPR and Mandatory Project Requirements as general guidelines.</p> <p>Project cost may vary from Bidder to Bidder depending upon the design and technology being used by individual Bidders.</p> <p>Hence, it is proposed that the bidding is in two stages i.e. Technical and Price Bid. During the Technical Bid, the Bidders are individually given an opportunity to present their proposed technologies / designs and AMC individually agrees to these after confirming themselves that the technical proposal put forth by the individual Bidders</p>	

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			will meet the Service Level Requirements stipulated in the documents. Based on this, the Bidders will be in a position to prepare more accurate project milestones and project costing. Price Bid will be in the second stage.	
110	Veolia	Volume II; 1.1.13 (d)	Cost of water meter for newly connected customers and existing customers. - Kindly confirm whether the cost of water meter is to be included in the Connection charges for newly connected customers. Also please confirm as to how water meter cost will be recovered from those customers who would have already paid meter charges while taking earlier connection as part of connection charges.	<ol style="list-style-type: none"> 1. The Concessionaire shall entitled to recover net cost, cost of the water meter and house service connection less Grant, if any from consumers in five years; 2. The Concessionaire shall provide option to consumers to pay one time or in instalments for the meter cost; 3. The Concessionaire shall entitled to charge interest on a daily reducing balance basis to consumers; 4. The rate of interest should not be higher than 12% per annum; 5. It would be AMC's responsibility to provide water meter to the consumer if in case it has already charged consumer for new water meter before Appointed Date
111	Veolia	Volume II	Cost towards rehabilitation of existing system - Harsool Scheme is 46 years old and Jaykwadi 100MLD Scheme is 20years old. Substantial refurbishment will be required to improve the efficiencies for the schemes to the designed capacities. From the DPR we understand that the cost towards rehabilitation of existing Harsool scheme (Raw Water pumping machinery + WTP+ Clear Water pumping machinery), Jaykwadi scheme (Raw Water pumping machineries + WTP's+ Clear Water pumping machineries), Booster pumping stations, Storage	<ol style="list-style-type: none"> 1. Yes, the Bidder has to consider cost of the Project as per Mandatory Project Requirement

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			Reservoirs etc., have not been considered. Please confirm whether the bidder has to consider the cost towards rehabilitation of the existing system?	
112	Veolia	Volume III; Clause 15.2 (a), 17.2 & 17.3 (Commercial) Volume III; Clause 17.2 & 17.3 (a)	Submission of detailed designs and layout drawings - As per Clause 15.2 (a) Concessionaire shall submit the detailed designs and drawings by the end of Preparatory Period. Whereas, as per Clause 17.2 (a) it is mentioned that Concessionaire shall submit Layout Drawings within 60 days and vide clause 17.3(a) it is mentioned that Concessionaire shall prepare and submit designs and drawings in accordance within 60 days of receipt of approval of layout drawings. The above clauses are contradicting each other. Please provide clarity. In order to facilitate clarifications, it is necessary to have the Schedule-XV: Diagrammatic Description of the Project during the bidding stage itself.	<ol style="list-style-type: none"> Schedule XV stands deleted; The Concessionaire is expected to submit detailed designs, layout drawings and work plan latest by end of Preparatory Period
113	Veolia	Volume III; Clause 19.1 (a) (ii)	<p>Project must be implemented in accordance with Mandatory Minimum Project Requirements and the DPR - Bidders do not expect approval at every stage for the reasons mentioned below.</p> <p>3. It is to be emphasized that the Concessionaire will prepare the detailed designs and drawings for all components of the project as is considered best by the Concessionaire to achieve the stipulated Service Level Requirements. In this process, Concessionaire may consider some changes</p>	<ol style="list-style-type: none"> The Concessionaire shall implement Project as per Annexure 10 - Clause 1.1.13 (B) (ii) (a) Technical Specifications; The Mandatory Project Requirement for distribution system can be used as a reference

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			<p>in the requirements mentioned in the Detailed Project Report/ Mandatory Project Requirements which is provided to the bidder earlier. For example: the Concessionaire might differ the construction activities, change the diameter of a transmission/ distribution pipeline or capacity of service reservoir, as warranted to meet the Service Level Requirements, from time to time. Such changes may optimize the business plan and there by the project cost. It may be even possible that the project cost is reduced. This may result in AMC requiring the Concessionaire to invest lesser amount than what was envisaged initially. Consequently, this may further result in Annual Grant being sought by the Concessionaire to be reduced compared to what it would have been if AMC insisted that the Concessionaire fully comply with the DPR/ Mandatory project requirements.</p> <p>It is the principle of a Concession contract that the Concessionaire has the freedom of choice of design and quantities while maintaining the quality specifications demanded by the client.</p> <p>4. In view of the above, we would like to know whether the bidders have the flexibility in modification of designs with respect to Mandatory Project Requirements wherever required but meeting the Service Level Requirements at all times.</p>	

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			5. Alternatively, in order to ensure that all the pre-qualified bidders are brought to the same technical level as demanded by the Mandatory Project Requirements, they should be asked to provide the detailed designs, drawings, layouts etc., in their Technical Bid. After evaluating the Technical Bid, AMC may suggest changes, if required, in the designs to ensure that all the designs lead to and meet the Mandatory Project Requirements. Subsequently, the bidders may be asked to make the financial bid and submit.	
114	Veolia	Volume III; Clause 20.2	Expansion of the jurisdiction of AMC - The compensation is not explained correctly and it refers to the same clause 20.2. Please clarify.	1. The compensation shall be in line with Clause 20.4, Clause 20.5, Clause 20.6
115	Veolia	Volume III; Clause 25 (a)	Deposit of Annual Operational Support Grant into an Escrow bank account by AMC - AMC shall deposit at least 3 months of Annual Operational Support Grant + an equivalent amount of 3 months User Fee (based on the user fees proposed in the financial model by the bidder to be charged during the concession period) in to the escrow bank account.	<ol style="list-style-type: none"> 1. Clause 25 deals with Water Payment Reserve Account; 2. The account acts as a payment security to the Concessionaire; 3. At the start of financial year, AMC shall deposit 1.5x of Annual Grant in this account; 4. As User Charges less employee, electricity and raw water charges will directly be passed through to the Concessionaire, there is no need to provide any additional payment security on this component to the Concessionaire 5. The Clause stands unchanged
116	Veolia	Volume III; Schedule VII	Water cess - As per Water Cess Act, 1977 and Cess Rule 1978, the Water cess shall be paid to MPCB. Has it been paid? If so provide the copy of the same. Since the	<ol style="list-style-type: none"> 1. AMC shall bear all liabilities towards water supply system before Appointed Date, including water cess 2. AMC shall provide copy of the water cess

No	Bidder	Reference on the RFP document	Query	Reply
			Contract is between MPCB and AMC, the water cess may be paid directly by AMC.	payment made towards MPCB
117	Veolia	Volume III; Clause 2.1 (f) & (i); Clause 2.2 (d); Schedule I	<p>Define Supply Area and Service Area. - There are ambiguities in the understanding of "Supply Area", "Water supply Coverage Area", "City Limit" and "Service Area". Supply Area is defined in Schedule I as "jurisdictional boundaries of AMC".</p> <p>It is essential to define the "Supply Area" along with "Supply Area Perimeter". This can be clarified through the administrative boundaries of AMC.</p> <p>It is also essential to define the "Service Area" along with "Service Perimeter". Service Perimeter can be defined as the line connecting the ends of various existing assets within the Supply Area. The Service Area can be defined as the area within the Service perimeter.</p> <p>In this context, it is to be understood that Concessionaire's responsibility of Operating and maintaining the water supply distribution system including giving new connections etc., will be limited to the area within the Service Perimeter plus 200 meters. Cost towards any new extensions/ connections beyond the Service Perimeter plus 200 meters (however within the Supply Area) will not be born by Concessionaire.</p> <p>This is because bidders are not in a position to evaluate the requirement of future</p>	1. "Supply Area", "Water supply Coverage Area", "City Limit" and "Service Area" shall be area within municipal boundary of AMC

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			indefinite extensions within the Supply Area and the cost thereto in order to incorporate the same in the financial model to arrive upon the Annuity/ Premium.	
118	UPL-PIL-SEB	Volume III, Clause 22.1	WATER TARIFF AND USER FEES Telescopic Tariff has been set from year 4 with increase every two years - AMC needs to rationalize as the consumer might resist the installation of meters Also there is no successful model in India where baseline water consumption of 0-8 kl/connection/per month has been implemented	<ol style="list-style-type: none"> 1. The telescopic tariff shall be applicable on COD; 2. The baseline water consumption of 0-8 kl/connection/per month is expected to cater demand from poor households; 3. AMC is planning to start public consultation in order to create an awareness about the Project
119	UPL-PIL-SEB		O&M & Preparatory costs considered in the DPR for Distribution As per DPR 2% of Overall costs have been considered - AMC needs to review the O&M costs and should consider the need for GIS based survey asset survey, consumer survey, socio-economic research and water audit. The Concessionaire would have to invest considerably in the Preparatory period. AMC should consider release of project development grant to the Concessionaire on commencement of project	<ol style="list-style-type: none"> 1. The Project Grant shall be released from Appointed Date; 2. The Concessionaire is expected to bear all preliminary cost related and required for smooth implementation of the Project; 3. The Bidder may consider this cost while Bidding for the Project
120	SPML-NWSC-VTWL		It is stated that every consumer in the municipality area is to be given water - We would like to qualify this that every new customer will be given water connection if the net work exists in that area. Kindly confirm, For new areas if water is to be given by extending the net work it will be treated as change of Scope	<ol style="list-style-type: none"> 1. It is not a Change-in-Scope
121	RANHILL-JUSCO	Concession Agreement – clause 5.8(b)(i)	Reason AMC only returning the “balance” of Bid Security and not the entire Bid Security?	<ol style="list-style-type: none"> 1. Please refer Concession Agreement Clause 5.7 (a) (A);

No	Bidder	Reference on the RFP document	Query	Reply
			- Clarification for better understanding	2. AMC shall return the balance of Bid Security of any such penalty that AMC may charge to the Concessionaire for non fulfillment of his Condition Precedents
122	RANHILL-JUSCO Jindal-HCC-Manila	Concession Agreement – clause 10.1	<p>To clarify if there is other means that Portable Grade Water could be supplied to Supply Area? If none, to delete the words “...by way of piped water supply.” - This deletion is necessary to avoid ambiguity as it appears there to be other means in which Portable Grade Water could be supplied.</p> <p>Please confirm that we will need to continue delivering via water tankers in the first 3 years of operation. - If yes, please provide payment structure for such service. We will only be able to provide 100% coverage with 24x7 water supply in the 4th year of operation. We may still need to continue with tinkering services for the first 3 years</p>	<ol style="list-style-type: none"> 1. Currently AMC supplies potable grade water by tankers to certain areas where there is no existing water distribution network; 2. The Concessionaire is expected to continue water supply to these areas through tankers till such time Concessionaire builds distribution network; 3. AMC shall provide details of such water supply by tankers including area covered, daily supply of water, number of consumers, etc to all Bidders; 4. The Concession Agreement shall amended accordingly
123	RANHILL-JUSCO	Concession Agreement – clause 17.8(a)(ii)	What is “Pre-COD Tariff”?	<ol style="list-style-type: none"> 1. Fixed water tariff to be levied during the Construction and Rehabilitation Period; 2. Please refer Schedule XVII of the Concession Agreement
124	RANHILL-JUSCO	Concession Agreement – clause 19.2(a)	To expand such “funding coast” to include incidental costs to the sourcing of bridging funds eg. consent fee, legal fee, upfront fee, commission, exchange rate exposure etc - The trend of today’s funding appear to require more fees/commission to be paid at the very initial stage, as earlier at the issuance of offer letter, whether the facilities are drawn or not. There is also circumstances whereby a commission is payable to existing lenders when their prior	<ol style="list-style-type: none"> 1. The Concessionaire has to bear this cost

No	Bidder	Reference on the RFP document	Query	Reply
			consent is sought before further indebtedness could be incurred	
125	RANHILL-JUSCO	Concession Agreement – clause 28.2(a)(i)	How long is usually the payment term for Concessionaire to pay up? - To avoid being caught in a situation whereby Concessionaire has insufficient time to raise payment after only receiving the invoice from AMC 8 days later.	<ol style="list-style-type: none"> 1. The mechanism shall be revised; 2. AMC shall deduct raw water charges from the User Charges before transferring the same to the Concessionaire; 3. The Clause shall be amended accordingly
126	RANHILL-JUSCO	Concession Agreement – clause 28.2(a)(ii)	It is uncertain who is to decide if payment to be made thru AMC or directly by Concessionaire. – Clarification	<ol style="list-style-type: none"> 1. Please refer reply to the query no 126 above
127	RANHILL-JUSCO	Concession Agreement Schedule 1 – Definition “Annual Operational Support Grant”	To clarify how this works eg. Where the grant is indexed at 6%, based on what will this be calculated?	<ol style="list-style-type: none"> 1. It is a average Wholesale Price Index (WPI) for all commodities for last 15 years
128	RANHILL-JUSCO	Concession Agreement Schedule IV – 7 th (last) paragraph “This process would be applicable for each Project Milestones...”	To revisit the last sentence whereby the 2 nd “milestone 3” mentioned therein, should read as “milestone 1” - Clarification for better understanding	<ol style="list-style-type: none"> 1. AMC shall make an appropriate change
129	RANHILL-JUSCO	21.6 a , Vol III	The concession asked for a basic infrastructure for customer complaint management which does not match with Good Industry Practice. Whether Concessionaire is allowed to submit its own proposal for advanced & computerized customer complaint management solution?	<ol style="list-style-type: none"> 1. Yes, the Concessionaire will be allowed to submit proposal with better system; 2. The same can be covered as a part of the Business Plan; 3. The Clause shall be amended accordingly
130	RANHILL-JUSCO	21.6d, , Vol III	Specification given for proposed software is not adequate. Consumer will not get their updated account information unless Billing & Collection system is integrated with Customer Complaint Management system. Scope of IMIS is not defined in the agreement. Pls provide	<ol style="list-style-type: none"> 1. The Concessionaire may design its own system

No	Bidder	Reference on the RFP document	Query	Reply
131	RANHILL-JUSCO	Schedule II, Vol III	Pls explain the mechanism for release of variable payment	1. Please refer Schedule II of Draft Concession Agreement
132	JMC-MBL-SREI		Please clarify who bears the cost of last mile connectivity for connections – for example, cost of pipeline, taps etc to be fitted within the premises of the end user.	1. The consumers shall bear the expenses towards connection; 2. The same shall be explained in the AMC's water bye laws
133	JMC-MBL-SREI		Please clarify how the tariff structure will be applied. For example, if the domestic consumption is 10 KI per month, will the tariff be calculated as $10KI * 15 Rs = 150 Rs$ or $(8KI * 9) + (2KI * 15) = 102 Rs$.	1. The former understanding is correct
134	Jindal-HCC-Manila		No provision in CA with regards to customer classification. - Domestic and Commercial customers should clearly be defined in the CA to avoid confusion and customer complaints during O&M stage	1. All non-residential consumers shall come under commercial category
135	Jindal-HCC-Manila	CA-Schedule XVII	We suggest that we offer additional meter to the existing water service connection for 2 or more HH sharing 1 connection. The additional meter will be connected to the existing. This will only be applicable to residential houses and not to condominiums or multi story residential building - this should be cheaper than regular service connection (please provide rates for this). It will be convenient for HH to have their own separate water bill and they will not need to apply for separate service connection which is more expensive. It is also beneficial for the operator since we can avoid accounting for the number of HH being supply by the service connection to arrive at water tariff.	1. More than one meter connection is allowed in a property owned by single owner, however, the billing will be done considering combined water consumption for that property
136	CASCAL-EA-NCC	CA Clause 2.1	Please clarify whether the Concessionaire receives payments for the provision of water	1. The Concessionaire shall entitle to receive water Payment through Concession

No	Bidder	Reference on the RFP document	Query	Reply
			services during the Construction and Rehabilitation phase of the contract. There is no reference to operating and maintaining the project facilities in Clause 2.1 even though there is reference to supplying potable water (sub clause i)). - It would be appropriate for the Concessionaire to have complete operational control whilst the construction and rehabilitation works are ongoing since this will simplify and streamline the interface between the two activities.	Period, please refer Schedule VI;
137	CASCAL-EA-NCC	CA Clause 15.2 a	The Concessionaire is required to undertake a significant amount of work prior to the commencement of the contract. The concessionaire will not be paid during this period and as a consequence will have a very large and unreasonable financial exposure. - To prepare a bid the Concessionaire will have had to assess all of the work detailed in this clause. The fact that this amount of work is still needed after the bid demonstrates that bidders will not have been able to assess the requirements and hence their financial exposure at the time that the bid is submitted which is not acceptable.	<ol style="list-style-type: none"> 1. The Bidders are expected to take a call on work and cost involved to prepare such a work plan required in the said Clause; 2. The Bidders may consider this cost while Bidding for the Project
138	CASCAL-EA-NCC	CA Construction & Operation phase Clause 17	The obligations and the financial exposure represented by the Construction & Rehabilitation phase are too onerous since they cannot be assessed accurately prior to the preparation of a bid. - To prepare a bid the Concessionaire will have had to assess all of the work detailed in this clause despite the fact that little information is available.	<ol style="list-style-type: none"> 1. AMC shall provide access to the Bidders to assess existing water supply system; 2. Bidders are expected to Bid based on the information available

No	Bidder	Reference on the RFP document	Query	Reply
139	CASCAL-EA-NCC	Concessionaire default - Clause 34.3	In the event of a Concessionaire default the only penalty that should be applied is for the Concessionaire to forfeit his equity investment. The loan funding will have been used to create assets whose ownership will be transferred to the AMC who should continue to finance that debt with funds from customer receipts. - It is unduly onerous and not normal practice for Concessionaires to forfeit any more than the equity that they have invested.	<ol style="list-style-type: none"> 1. AMC shall not be responsible to repay Debt Due to the lenders; 2. It shall be Concessionaire's responsibilities to repay Debt Due, if any; 3. AMC shall also provide substitution agreement in the Concession Agreement to allow lenders to step in case of default
140	CASCAL-EA-NCC	AMC default Clause 34.4	In the event of an AMC default the Concessionaire should be compensated for the foregone profits that would otherwise have been earned had the project not been terminated - Payment of foregone returns would represent a fair compensation for the Concessionaire.	<ol style="list-style-type: none"> 1. The Clause stands unchanged
141	CASCAL-EA-NCC	Force majeure event Clause 34.5	The Concessionaire should be compensated in exactly the same way as an AMC default for a Political Event of Force Majeure since it is not an insurable event and is completely outside the control of the Concessionaire - Payment of foregone returns would represent a fair compensation for the Concessionaire.	<ol style="list-style-type: none"> 1. The Clause stands unchanged
142	CASCAL-EA-NCC	Schedule VI Calculation of Water Payment and Invoicing	Could you please supply a formula so that it is clear how the Water Payment is calculated?	<ol style="list-style-type: none"> 1. AMC shall provide a simple calculation demonstrating Water Payment

Section 3: Legal Aspects

No	Bidder	Reference on the RFP document	Query	Reply
1	CASCAL-EA-NCC	General	<p>The current documentation places substantial risks upon the Bidder / Concessionaire even though the characterization of the system which he is assessing is not well defined. As a general point, standards and targets need to be set during the contract when good quality information is available and informed judgements can be made. The risks to which the Concessionaire is exposed given the current state of understanding of the Aurangabad water supply system are considerable. This concern is exacerbated by the very onerous contract conditions which expect precise standards of performance to be achieved and following any failure the forfeiture of the Concessionaire's investment and Performance Security. The contract needs to be developed as a partnership between the AMC and the Concessionaire with reasonable targets being set as the contract develops. This approach will secure the success of the project and the improvement of the Aurangabad water supply system.</p>	<ol style="list-style-type: none"> 1. Noted 2. AMC has addressed these issues at various places in this document
2	Veolia	Volume-III; Clause (F); (Legal)	<p>Clarification regarding resolution passed by General Body - Bombay Provincial Municipal Corporations Act 1949, Section 66A allows Corporation either to discharge by itself or to delegate the function of water supply to any agent provided the State Government gives directions along with the terms and conditions.</p> <p>AMC passed resolution vide subject No.554 to invite private sector participation on a PPP model to carry out the project. (Please provide certified copy of the English version of the</p>	<ol style="list-style-type: none"> 1. Section 451 authorizes the state government to rescind the resolution for causes such as acting in excess of the authority conferred under Bombay Provincial Municipal Corporations Act 1949 (the "BPMC Act"), misuse of grant, or if it the execution of the resolution is not public interest et al. "Public Interest" is a ground that confers the government with a fair window of discretion to rescind the resolution;

			<p>Resolution).</p> <p>However, Chapter XXVIII, Section 451 of BMC Act, 1949 mentions that State Government can rescind any resolution or order passed by the Corporation.</p> <p>Taking into consideration of the above facts, it was necessary to have an order/ directions received from the Government before passing the above resolution as otherwise it could be rescinded by the Government. (If such order/ directions have been already received, please provide certified copy of the English version of the same).</p> <p>It is essential to have certified copies of the above Government orders as well as Municipal Resolution No.554 as part of the Concession agreement.</p>	<ol style="list-style-type: none"> 2. The Government of Maharashtra shall provide consent to AMC for discharging its duties (supplying water to the Aurangabad City) via a Special Purpose Vehicle (SPV) constituted by the successful bidder/ Concessionaire; 3. AMC shall acquire such permission from GoM during the Preparatory Period; 4. Getting such approval from GoM shall be AMC's Condition Precedent in the Concession Agreement for the Project; 5. AMC shall provide the copy of resolution passed by General Body approving PPP
3	RANHILL-JUSCO	Recital H and clause 1.4	<p>"This Concession Agreement is being entered into ...in conformity with the Bombay Provincial Municipal Corporations Act 1949 pursuant to which the Concessionaire is to be engaged by AMC to undertake the Project in accordance with this Agreement."</p> <p>Q: What happens if there are discrepancies between this Agreement and Bombay Provincial Municipal Corporations Act ("BPMC")?</p> <p>Technically, the BMC (being a legislation) should prevail over this Agreement. As such it is necessary to enhance clause 1.4 to clarify this.</p>	<ol style="list-style-type: none"> 1. AMC agrees with the viewpoint 2. The Clause 1.4 shall clarify the same
4	SPML-NWSC-VTTL		<p>Request to make GOM as party to the concession agreement to give comfort to the Lenders</p>	<ol style="list-style-type: none"> 1. The Commissioner shall execute this agreement on behalf of AMC; 2. No change

5	Veolia	Volume III; Clause (H) (Legal)	<p>The agreement to be entered shall be between AMC, Commissioner and Concessionaire and not between AMC and Concessionaire alone. - Reasons:</p> <ul style="list-style-type: none"> (a) as per the BPMC Act, certain powers are vested on the Corporation and certain powers are vested on the Commissioner which are mutually exclusive; (b) the responsibility of management and maintenance of Municipal Water works remains with Corporation as per Section 63 (20) of BPMC Act, 1949 (c) Considering (a) & (b), the contract need to be entered between the AMC, Commissioner and the Concessionaire and not AMC and Concessionaire alone. (a) Please clarify and amend accordingly. 	<ol style="list-style-type: none"> 1. There is no requirement for such a tripartite arrangement; 2. Section 189 of BPMC act authorizes the Commissioner to enter into a contract for supply of water with any person with the approval of the Corporation; 3. The Commissioner may execute this concession agreement on behalf of the AMC, with necessary approval.
6	RANHILL-JUSCO	Concession Agreement – clause 1.1	<p>Immediately before the words “...have the ...” To insert “...unless otherwise provided under any specific provisions and/or schedules...” - Since Schedule VI have provided definition for some words and to avoid confusion, its necessary to expand the existing clause 1.1</p>	<ol style="list-style-type: none"> 1. All drafting issues shall be resolved in the reworked Concession Agreement.
7	RANHILL-JUSCO	Clause 2.1(j)	<p>To clarify local laws/requirements in ascertaining whether it would enable Concessionaire to implement the “computerized billing system” that the Concessionaire intend to propose to AMC for this Project. - Is there any likelihood that the local laws may not allow “access” to End Users’ “properties” for meter reading etc, in facilitating the “computerized billing system”?</p>	<ol style="list-style-type: none"> 1. AMC is in the process of finalizing water bye laws for the city; 2. The issue shall be addressed in the water bye laws

8	RANHILL-JUSCO	Clause 2.1(l)	<p>To expand provision in the Agreement, that would authorize Concessionaire to “collect” User Fees as AMC’s behalf/agent. - The existing provision in the Agreement that relates to collection of User Fee in Clause 22.2 appears to be insufficient to indicate such authorization.</p> <p>To also clarify if the act “to collect fee” requires any license from local laws in authorizing the collector (eg. AMC in this respect) to collect. - Not stated in the tender document.</p>	<ol style="list-style-type: none"> 1. Please read Clauses 2.1 (l) and 2.2 (e) with Clauses 3 (i) and 3 (j). The grant of concession to carry on the said activities should be sufficient authorization.
9	Veolia	Volume III; Clause 2.1(k); (Legal)	<p>Bi-monthly invoices to end users - Under which Act of bye-law the interval of invoicing to end users is considered as bi-monthly? Is there any standing committee approval to this effect? If so, please provide copy of the same.</p>	<ol style="list-style-type: none"> 1. AMC is in the process of finalizing water bye laws for the city; 2. The issue shall be addressed in the water bye laws
10	Veolia	Volume III – General, Schedule concerning financials	<p>All matters which has financial implications can be brought in to one schedule for easy comprehension. For example: Raw water charges, electricity charges, Independent Engineer & Independent Auditor fees, taxes, cesses, User Fee, Annual Grant, procedure of transfer of Collection Amount to Water Payment Reserve Account and withdrawals from the Water Payment Reserve Account etc. can be brought into one schedule.</p>	<ol style="list-style-type: none"> 1. AMC may consider this in the revised draft of the Concession Agreement
11	Veolia	Volume III; Clause 5.2 (b) (Legal)	<p>Legal Opinion on Water Payment Reserve Account - AMC to provide an opinion from a legal counsel in a form acceptable to Concessionaire that the Water Payment Reserve Account is legally tenable.</p>	<ol style="list-style-type: none"> 1. No legal opinion shall be issued in this respect
12	Veolia	Volume II; Clause 1.1.13 (B) (ii) (b) (Legal)	<p>AMC Conditions Precedent- completion of ‘Under Execution works’ - Completion and handing over of ‘Under Execution (UE) works by AMC on or before the Appointed Date should be the fourth conditions precedent of</p>	<ol style="list-style-type: none"> 1. AMC shall hand over existing Under Execution Works to the Concessionaire immediately after completion; 2. Handing over Under Execution

			AMC. Please include	Works shall not be Condition Precedent
13	Veolia	Volume III; Clause 7.2 (d); (Legal)	<p>Concessionaire deemed to have satisfied - Concessionaire cannot prevent any interference by third person in the land owned by AMC as the Concessionaire has no locus - standi for this nor it is within the ambit and means of the Concessionaire. Hence this clause needs to be deleted.</p> <p>Further, AMC need to indemnify the Concessionaire against any such events and this shall be included as clause (c) under clause 36 of Volume III</p>	<p>1. No indemnity shall be provided to the Concessionaire in the event of an encroachment;</p>
14	Mahindra-Suez	Volume III - Clause 5.2. - Provisions to take effect on the Appointed Date	<p>the list of documents and events that will form conditions to the Appointed Date occurring should be longer - "Due to the non recourse project financing requirements, we recommend that at the minimum the following events become conditions precedent to the Preparation Period and/or the Construction & Rehabilitation Period:</p> <p>the financial close has occurred, the Concessionaire has received an effective guarantee of AMC obligations from a governmental authority, access to and right of use of the Site has been made available by AMC, the SPV has been fully incorporated and has received all required clearances allowing it to operate, the tariffs and the rights entrusted to the Concessionaire have been published, AMC has terminated the subcontracts existing upon the signature date and the Concessionaire has been given the opportunity to enter into new contracts with service providers, AMC has discharged its obligations under labour law in assigning its staff to the Concessionaire, AMC</p>	<p>1. AMC agrees to terminate existing agreements with her subcontractors for the water supply system in order to allow Concessionaire to enter into new contracts</p>

			has credited in full the Water Reserve Payment Account."	
15	Mahindra-Suez	Volume III- Clause 5.6 - Time for fulfillment of Appointed date	The consequence of the long stop date being reached and all conditions not having occurred should be expressed in the Concession Agreement. - In the event all of the conditions have not occurred within a time period to be defined, the Concession Agreement should be considered null and void and neither party shall have a claim against the other and the Bid Security shall not be cashed by AMC.	<ol style="list-style-type: none"> 1. Please refer to Clause 5.7 of the concession agreement. Presently Clause 5.7 deals with consequences of the CP's not being satisfied. Clause 5.7 provides for encashment of bid security only if the Concessionaire act or omission has resulted in the CP's not being satisfied by long stop date.
16	CASCAL-EA-NCC	CA: AMC's conditions precedent (Clause 5.8)	To ensure equity and balance in the documentation the Concessionaire should be compensated in the event of AMC failing to achieve its conditions precedent.	<ol style="list-style-type: none"> 1. The Clause stands unchanged
17	CASCAL-EA-NCC Ranhill-JUSCO JMC-MBL-SREI UPL-PIL-SEB	CA: Preparatory period (Clause 15) Encashment of bid security is not acceptable Clause 4 of DCA	<p>There is an enormous amount of work which the Concessionaire is expected to complete in the Preparatory Period without any remuneration or mechanism by which this expenditure is recognized. This open ended commitment is unacceptable.</p> <p>The Preparatory Period is not specified (in months). It should be defined upfront and encashment of bid security provision should be removed. Termination of contract is acceptable</p> <p>The period between the date of execution of this Agreement and the Appointed Date is referred to as the "Preparatory Period". There is no maximum time limit mentioned for the "Preparatory Period"</p> <p>There is no time frame provided for preparatory period – kindly mention the period</p> <p>Please specify what is the duration for the</p>	<ol style="list-style-type: none"> 2. No compensation to be paid to the Concessionaire during the Preparatory Period; no change required; it would defeat the purpose of a CP clause if effectiveness of the agreement were not made conditional upon fulfillment of the CP's; 3. The Appointed Date falls on the later of the date on which AMC/ Concessionaire confirms to the other party that they have complied with all requisite CP's in accordance with Clause 5.3(c); 4. The agreement shall now set out an outer date or a Long Stop Date by when the Appointed Date should have occurred. The Long Stop Date shall be identified and set out in the reworked CA as a date falling the calendar day after the expiry of six months of the date of the CA;

	Veolia CASCAL-EA-NCC	Volume-III ; Clause-4; Page-5 (General) Clause 5.7 a	<p>condition precedent is there a difference between preparatory period and condition precedent period? If yes, what is the preparatory period?</p> <p>Preparatory Period - Confirm the duration of preparatory period. This needs to be frozen for the benefit of both the parties. We suggest a minimum of 9 months.</p> <p>What is the length of the Preparatory Period? A number of the conditions precedent which need to be achieved by the Concessionaire are not within his control (eg. Permits) and as a consequence it is unreasonable that a failure concerning these items should be penalized by the loss of the Bid Security. - The contract should apportion responsibilities fairly to those who can manage the risks and issues involved. The parties should collaborate on all matters where the issue of permits or similar documentation is required.</p>	<p>5. The Preparatory Period is the date falling between the date of executing the CA and the earlier of the Appointed Date or the Long Stop Date.</p>
18	CASCAL-EA-NCC SPML-NWSC- VTWL	CA: Termination payments (Clause 34.3) CA - 34.3	<p>In the event of a Concessionaire defaults the only liability of the Concessionaire should be the loss of his equity investment.</p> <p>If the termination is on account of a Concessionaire Event of Default, the AMC shall be entitled to receive from the Concessionaire by way of termination payment an amount equal to the Debt Due less Insurance Cover. The AMC shall be able to encash the Performance Security towards any termination payments due from the Concessionaire - AMC should pay the debt due after receiving from concessionaire</p>	<p>1. The intention of this Clause is to not penalize AMC in case of Concessionaire Event of Default and to secure lenders' interest;</p> <p>2. The Clause stands unchanged</p>
19	CASCAL-EA-NCC	Termination payments (Clause	The termination payments due upon an event	1. The Clause stands unchanged

		34.4 & 34.5)	of AMC default or Force Majeure need to include compensation for the returns that the Concessionaire would have earned had the AMC not defaulted. The adjusted equity does not represent sufficient recognition of the foregone returns.	
20	IL&FS-Acciona	Clause 3 (d) ,Vol III, Draft Concession agreement To receive all and any compensation in accordance with this Agreement, including compensation under Clause 19.2 (b) and Clause 35	The mentioned reference clauses 19.2 –b & 35 are mismatching.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
21	IL&FS-Acciona	Clause 10.1, Vol III, Concession agreement, General undertakings of AMC (d) AMC shall provide relief and/or compensate the Concessionaire in accordance with Clause 18.6,19.2 (b) and Clause 35	Referred clauses 18.6, 19.2 (b) and 35 are not matching	1. All drafting issues shall be resolved in the reworked Concession Agreement.
22	IL&FS-Acciona	Clause 20.1 (a) – Vol III, Draft Concession agreement (a) AMC may require the provision of additional works and services which are not included in the scope of the Project as contemplated by this Agreement ('Change in Scope'). Any such Change in Scope shall be made in accordance with the provisions of this Clause 19.2 (b) and the resultant costs shall be expended by the Concessionaire and reimbursed to it by AMC in accordance with this Clause	The mentioned clause 19.2(b) is not matching	1. All drafting issues shall be resolved in the reworked Concession Agreement.

		19.2 (b).		
23	IL&FS-Acciona	Clause 21.7 (h), Vol III, Con. Agreement The Concessionaire shall not terminate or agree to the termination of the engagement and/or employment of (or the replacement of) any Project Contractor under the Project Agreements without, in each case, the prior written consent of AMC (such consent not to be unreasonably withheld or delayed).	As long as the concessionaire is liable for the obligations of the project, it is not necessary for the concessionaire to take AMC's approval for terminating the contractor. Accordingly modify this clause	<ol style="list-style-type: none"> 1. The Concessionaire is not expected to subcontract more than 50% of the works; 2. The intent of this clause is to ensure quality of Project Contractor; 3. The change / replacement of the Project Contractor shall be in consultation with the AMC; 4. The Clause shall be altered appropriately
24	IL&FS_Acciona	Clause 7.3 (a), Volume III (a) Notwithstanding the provisions set out in Clause 7.2, to the extent that any adverse Site Conditions and/or Contamination exist in any parts of the Project Site which would not have been reasonably foreseeable by an experienced construction contractor, chosen by mutual consent of AMC and the Concessionaire, and acting in accordance with Good Industry Practice ("Unforeseen Adverse Site Conditions"), the Concessionaire shall not be responsible for such Unforeseen Adverse Site Conditions or contamination that the Concessionaire brings to the attention of AMC before the Appointed Date.	Given the nature of contract, being BOOT contract with substantial risk an obligation undertaken by the Concessionaire, appointment of construction contractor by mutual concern would cause unnecessary hard ship to the concessionaire, hence the underlined statement need to be removed.	<ol style="list-style-type: none"> 1. The Clause stands unchanged
25	IL&FS_Acciona	Clause 25 (e) – Vol III, Draft	As per SCHEDULE VI – CALCULATION OF	<ol style="list-style-type: none"> 1. The User Charges deposited in the

		Concession agreement (e) AMC shall ensure that all monies deposited in the Collection Account are transferred to the Water Payment Reserve Account within 7 (seven) days from the end of each calendar month during the Concession Period.	WATER PAYMENT AND INVOICING – the concessionaire is entitled for any amount collected from the end users. After depositing the proceeds from the end users into the collection account, it has to be paid to the concessionaire and should not be transferred to the water payment reserve account.	Collection Account shall be transferred to the Water Payment account after deducting cost towards employee compensation, power and raw water expenses; 2. The Clause shall be amended accordingly
26	Mahindra-Suez	Volume III - clause 25 (a)	the timing of the payment by AMC of the Water Payment Reserve Account is an important issue - We recommend that such payment be a condition precedent to the Appointed Date occurring, rather than a consequence thereof.	1. The Clause stands unchanged
27	IL&FS_Acciona	Clause 32, Material Breach and Schedule I Definition of Material breach – Vol III, Draft Concession agreement Means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects or is likely to affect the Project or the performance of the transactions contemplated by this Agreement and has or is likely to have a Material Adverse Effect, including those events specifically identified as Material Breaches in the Agreement and including a breach of the Parties' material obligations under the Water Payment Reserve Account Agreement as detailed in Clause 8.2 of the Water Payment Reserve Account Agreement;	The definition of material breach also includes those events specifically identified as Material breaches in the Agreement. Please elaborate on the events specifically identified as material breach for both the concessionaire and AMC.	1. AMC may consider this in to be revised Concession Agreement, minimizing ambiguity, if any.

28	IL&FS-Acciona	Clause 34.3, Vol III, Draft Concession agreement Termination payments for Concessionaire Event of Default If the termination is on account of a Concessionaire Event of Default, the AMC shall be entitled to receive from the Concessionaire by way of termination payment an amount equal to the Debt Due less Insurance Cover. The AMC shall be able to encash the Performance Security towards any termination payments due from the Concessionaire	This clause should be modified as follows, If the termination is on account of a Concessionaire Event of Default, the Concessionaire shall be entitled to receive from AMC by way of termination payment an amount equal to the Debt Due less Insurance Cover.	<ol style="list-style-type: none"> 1. The intention of this Clause is to not penalize AMC in case of Concessionaire Event of Default and to secure lenders' interest; 2. The Clause stands unchanged
29	IL&FS-Acciona	Lenders Step in rights and charge on Concessionaire's project assets	<p>The envisaged project cost is Rs. 639 crores and Rs. 440 crores will be given as grant. The concessionaire has to bring in the remaining Rs.200 crores. The concessionaire will bring this amount in a combination of Equity and debt from lenders.</p> <p>As this project will also be financed by Lenders, the concession agreement should provide provisions for Lenders Step in rights, in the event of termination or events of default the concessionaire. For bankability of the project, lenders would require charge on the concessionaire's project assets as security. These also needs to be incorporated in the agreement and necessary changes in this regard also needs to be carried out in clause 33.1 (e) of the concession agreement. This is a requirement of the lenders and would be helpful in obtaining a competitive interest rate for the project.</p>	<ol style="list-style-type: none"> 1. AMC shall include Substitution Agreement in the revised Concession Agreement allowing step in rights to lenders

<p>Jindal-HCC- Manila</p>	<p>DCA - Clause 21.7 / Financial and Project Information</p>	<p>The Agreement should include a provision acknowledging the requirement of substitution agreement for arrangement of debt funds by the Concessionaire.</p> <p>Further, a draft substitution agreement should be annexed to the Agreement.</p> <p>The Bidder will not have any ownership rights in the Project and therefore, if the Bidder has to obtain debt funding then it will not be able to provide security by way of mortgage of the assets of the Project. In such an event, the only alternative for the funding Bank would be to enter into a substitution agreement in order to protect its rights upon failure of the Concessionaire to fulfill its debt obligations.</p> <p>It is suggested that a new sub-clause be added between sub-clauses (f) and (g) in Clause 21.7 to the effect that:</p> <p>(g) Upon the request of Lender(s), the Concessionaire may agree to ensure that each Financing Agreement with any Lender(s) contains a Substitution Agreement in the form mentioned in Schedule [] that would entitle Lenders to step into such contract(s) in place and substitution of the Concessionaire, after due approval from AMC.</p> <p>We feel that the DCA is not a bankable document as there is no provision for the lender to step in or AMC to substitute concessionaire</p>	
<p>SPML-NWSC- VTWL</p>	<p>CA - 38</p>	<p>Assignment of contract, all titles, rights etc</p>	

			under the concession agreement are not permitted to be charged. There is no mention of AMC's willingness to enter in to substitution agreement with the project lenders in the event of concessionaire event of default - The same needs to be incorporated suitably in the CA as the project lenders normally look for such comforts at the time of financing	
30	IL&FS-Acciona	Clause 2.7.2, Vol 1, RFP In the event that there is a conflict between the terms of the DPR and the terms of the Mandatory Project Requirements, the Bidders shall follow the Mandatory Project Requirements.	<p>Please confirm whether the Concessionaire will free to do new project components design like selection of treatment process, selection of pipe material, size etc., as per project requirement by keeping final output parameters.</p> <p>Since it is difficult to ascertain the actual scope of work involved for the rehabilitation components during the bid stage, the bidder shall prepare their project cost as per the project components mentioned in mandatory project requirement document (for new & rehabilitation components) and as per project cost (i.e. Rs 638.38 crore) break up given in clause 1.1.4 (Vol I, RFP). Any works other than above project components mentioned in the mandatory project requirement and clause 1.1.4 shall be treated as change of scope and additional minor / major work as per clause 20.4, 20.5 & 20.6 given in Concession agreement. Please confirm.</p> <p>In the absence of the consent of AMC to proceed with such additional works the concessionaire shall not be liable for relevant SLP (Service level Parameter)</p>	<ol style="list-style-type: none"> 1. AMC shall not allow Concessionaire to deviate from the Annexure 10 - Clause 1.1.13 (B) (ii) (a) Technical Specifications ; 2. The Concessionaire is expected to utilize same material as stated in the original DPR; 3. The system design for the Distribution System provided in the Volume II of the RFP Document can only be considered as a reference and not as Mandatory
31		Clause 3 – page no :20 in Volume 1, RFP A copy of the RFP as set out in Volume I, II	Volume 2 & 3 contains many number of attachments and schedules, please confirm those attachments / supporting documents	<ol style="list-style-type: none"> 1. Each of the schedules will have to be initialed

		and III with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove;	also need to be initiated.	
32	IL&FS-Acciona	Clause 10.2(c)– Vol III, Draft Concession agreement (c) AMC shall reserve the discretion to consider and provide its consent for any Change in Scope of the Works as proposed by the Concessionaire from time to time in accordance with Clause 19.2 (b); and	Clause 19.2 (b) is found as mismatching; please confirm the relevant clause no. for the same.	<ol style="list-style-type: none"> 1. All drafting issues shall be resolved in the reworked Concession Agreement.
33	Veolia	Volume III; Clause 10.2 (c)	AMC shall reserve the discretion to consider - Delete “in accordance with Clause 19.2 (b)”. Clause 19.2 (b) need to be deleted because this clause is not acceptable to the bidders as it keeps the funding options uncertain.	<ol style="list-style-type: none"> 1. The UIDSSMT grant shall be available only till March 2012; 2. The UIDSSMT shall release next instalment of the Grant only after 70% utilization of the earlier instalment of the grant and raising utilization certificate; 3. The Concession Agreement shall make it mandatory to AMC to raise utilization certificate within 3 working days of Independent Engineer certifying 70% utilization of Grant; the Concession Agreement shall also make it mandatory to AMC to follow up with State and Central Government to release next instalment of Grant on time; 4. If in case the Government of India and/ or Government of Maharashtra delays the release of Grant beyond 120 days then AMC shall bear the interest cost on the bridge loan;

				<p>5. The Concession Agreement shall stipulate the maximum interest of 15% that AMC shall bear in case of Clause 19.2 (b);</p> <p>6. Clause 19.2 (b) shall be amended accordingly</p>
34	IL&FS-Acciona	<p>Clause 19.1 (d) Volume III, Concession agreement, (d) For the avoidance of doubt it is expressly clarified that if the Government of India or Government of Maharashtra withholds or delays of the Project Grant, or part thereof, because the Concessionaire has deviated from the DPR when implementing the Project and such deviation is not due to the Concessionaire following the Mandatory Project Requirements, then the Concessionaire shall not be entitled to any relief under this Agreement.</p>	<p>If any deviations shall be made in approval with Independent Engineer. In that case the Concessionaire shall be entitled to any relief under this Agreement. Please confirm.</p>	<p>1. The Concessionaire shall be entitled to receive relief under this Concession Agreement if in case he deviates from the Annexure 10 - Clause 1.1.13 (B) (ii) (a) Technical Specifications on AMC's instruction</p>
35	IL&FS-Acciona	<p>Clause 20.3 (b) (ii)– Vol III, Draft Concession agreement Procedure for Change in Scope b) (ii) The cost to the Concessionaire of complying with such Change in Scope Notice (including, without limitation, material and labor cost information furnished in accordance with the then current schedule of rates for the Aurangabad region prepared by the Maharashtra Jeevan</p>	<p>The estimation for the project components covered under change in scope is suggested to prepare as per market rate instead of schedule of rates.</p>	<p>1. The Clause stands unchanged</p>

	Veolia	Pradhikaran applicable to the works assigned by AMC to its contractors,); Volume III; Clause 20.3 (b) (ii)	Applicability of rates in case of Change in Scope - In case of Change in Scope, the new unit rates shall be as per the prevailing market rates and not as per schedule of rates of MJP. This is because the costing applicable to AMC region.	
36	IL&FS-Acciona	Clause 20.4, 20.5 & 20.6, Vol III, Draft Concession agreement Compensation for Change in scope, additional minor works & additional major works	Other than the item of works mentioned in the DPR/ Mandatory project requirement shall be consider as change in scope, additional minor works & additional major works. Please clarify.	1. Please refer reply to the query no 15 in the “section 2: commercial aspects” of this document
37	IL&FS-Acciona	Clause 28.3 (a) & (b) – Vol III, Draft Concession agreement Change in Quality or Price (a) AMC makes no representations as to the quality of the Raw Water supplied to the Concessionaire and subject to Clause 31. it is expressly agreed between the Parties that any risk of any adverse variation in the Raw Water quality is deemed to have been factored into the Annual Operational Support Grant or Premium submitted by the Preferred Bidder at the time of submitting its Bid as a contingent liability. Accordingly the Concessionaire shall not be entitled to any relief, compensation, extension of	Necessary clause provisions are requested to include as compensation for the following, Adverse change of Raw water Quality Reduction of Raw water quantity from the required level. Change of cost towards Raw water Non availability of entire quantity of raw water (Full dry condition) Change of rules, sudden withdrawal of permit from irrigation department.	1. Please refer reply to the query no 8 in the “section 2: commercial aspects” of this document

		<p>Concession Period or have any kind of recourse whatsoever if the quality of the Raw Water requires the Concessionaire to make additional investments in the Project in order to maintain the Service Level Requirements.</p> <p>(b) Similarly, the risk of any increase in the cost of the Raw Water (including a reduction in subsidy) is deemed to have been factored into the Annual Operational Support Grant or Premium submitted by the Preferred Bidder at the time of submitting its Bid as a contingent liability. Accordingly the Concessionaire shall not be entitled to any relief, compensation, extension of Concession Period or have any kind of recourse whatsoever for any increase in the cost of Raw Water.</p>		
38	Jindal-HCC-Manila	<p>RFP - Clause 2.2.1</p> <p>Whilst this Bidding Process is open to a Bidder from any country, the following provisions shall apply: then the selection of such Bidder or in the event described in sub-clause (ii) above shall be subject to approval of the Authority from the perspective of public interest and national</p>	<ul style="list-style-type: none"> Under the RFQ Process, a consortium is required to submit a legally valid memorandum of understanding as entered into by and between the consortium members. One of the principles of this memorandum of understanding as provided at Exhibit 7 of the RFQ states that: The MoU should clearly specify the roles and responsibilities of each of the Consortium Members in the implementation of the Project, along with their proposed equity contributions. 	<ol style="list-style-type: none"> The clause is in line with guidelines of the Ministry of Finance, Government of India F.No. 24(1)/PF.II/07 – “Guidelines for Pre-Qualification of Bidders for PPP Projects”; The Authority shall provide such approval before signing of LoA; In case of rejection of Bid under this Clause, the Consortium shall not be allowed to submit fresh Bid

	Ranhill-JUSCO	<p>security. The decision of the Authority in this regard shall be conclusive and binding on the Bidder.</p> <p>RFP, Volume 1, Clause 2.2.1</p>	<p>[Emphasis supplied]</p> <p>Please clarify that where the Consortium, which is selected as a qualified bidder under the RFQ Process, has already declared the equity of a foreign participant in the memorandum of understanding, whether such consortium will again require an approval under Para 2.2.1 of the RFP?</p> <ul style="list-style-type: none"> • Please clarify the specific time frame within which the AMC will provide the approval so requested by the concerned parties. • In the event, the selection of the bidder is refused by the AMC, whether the Consortium will be allowed to amend the Bid and submit a fresh bid? • We understand that the Authority will provide its Approval promptly however, we would like a specific time frame within which approvals will be granted such that in the case the approval is not provided to mentioned percentage of the foreign participant by the Authority, the consortium may modify the bid accordingly and resubmit its bid within stipulated time. <p>Please clarify this clause and the implication on foreign bidders/partners. Please clarify when the selection of such bidder be known.</p>	
39	Jindal-HCC-Manila	<p>RFP - Appendix I : Para 6</p> <p>“...failed to perform on any contract entered into with a governmental/statutory body or authority, as evidenced by imposition of a penalty or a</p>	<p>Please clarify whether “governmental / statutory body or authority” being referred to includes such governmental / statutory body or authority in India only or also of another country / international body.</p> <p>Clarification whether governmental/ statutory</p>	<p>1. The “governmental/ statutory body or authority” would not just be restricted to government/ statutory body or authority in India</p>

		judicial pronouncement or arbitration award; ...”	body or authority would be restricted to government/ statutory body or authority in India.	
40	Jindal-HCC-Manila	Draft Concession Agreement (DCA): Clause 3 page 5. Read together with Clause 28.1 page	<p>Right to draw raw water should be specifically mentioned under this clause.</p> <p>The said clause provides for the rights which are available to the Concessionaire, under the Agreement. Since it will be necessary for the Concessionaire to first draw from the water source in order to supply potable water, it is advisable that the right to draw water is specifically mentioned therein (in addition to any other rights granted to the Concessionaire in the Agreement).</p> <p>We understand that as per Clause 28.1 of the Agreement, Aurangabad Municipal Corporation (“AMC”) is required to ensure that the Concessionaire is entitled to draw up to 113.28 million meter cubes of Raw Water from Jayakwadi Project Reservoir for use in the Project in accordance with SCHEDULE XVIII (Agreement with Irrigation Department regarding drawing of raw water).</p> <p>However, it may be considered that in the absence of a specific right to draw water, the Concessionaire will be exposed to high potential risk of not being able to source raw water which can disrupt the implementation of the Project as well as affect the bankability of Project documents. Therefore It is suggested that a sub-clause be added to Clause 3 to the effect: (.) to draw Raw Water in accordance with Clause 28;</p>	<ol style="list-style-type: none"> 1. AMC agrees to provide within the Concession Agreement a specific clause to give the Concessionaire the right to draw Raw Water

41	Jindal-HCC-Manila	<p>DCA - Clause 5.1</p> <p>the provisions of this Clause 4(c)(ii), Clause 1, Clause 6, Clauses 10.2(a), 10.2(b) And 10.2(d) Clause 15 Clause 11, Clause 12, Clause 31, Clause 37 and Clause 38 shall take effect on the date of this Agreement and shall not be subject to any condition.</p>	<p>Clarification is required regarding the validity of Clause 6, 11, 12 from the date of this agreement since the validity of these clauses commences from the Appointed Date.</p> <p>We note that there is conflict regarding these specific Clauses coming into effect on date of signing of the Concession Agreement, however the provisions of the same clauses, as provided in the Concession Agreement, come into effect on the Appointed Date.</p>	<p>1. Apart from the clauses referenced in Clause 5.1, all other clauses come into effect upon the CP's being satisfied.</p>
42	Jindal-HCC-Manila	<p>DCA - Clause 5.1</p> <p>"The provisions of this Clause 4 (c)(ii), ..."</p>	<p>We note a typographical error in the Clause. Please confirm whether the intention is to refer to Clause 4. (c) (ii) or Clause 5.1 in this Clause.</p> <p>We note that there is an error in cross referencing.</p>	<p>1. All drafting issues shall be resolved in the reworked Concession Agreement.</p>
43	<p>Jindal-HCC-Manila</p> <p>Mahindra-Suez</p>	<p>DCA - Clause 5.2 (a) (i)</p> <p>obtained all Permits required for the implementation of the Project, and in conformity with, and as contemplated by, the Environmental and Social Assessment Report included as SCHEDULE VII and such other Permits required under Applicable Law;</p> <p>Volume III - clause 5.7 a) (iv) (B) - Non fulfillment of conditions precedent by the concessionaire</p>	<ul style="list-style-type: none"> • Please clarify the consequences of delay in obtaining the Permits. We understand that obtaining Permits may be a time consuming activity. • Please provide list of required permits for the Operator. <p>The right to AMC to appropriate the entire bid security should be limited to the concessionaire not having made its best efforts to get all the permits. - We have no idea at this stage of all the permits that are necessary for the implementation of the project [clause 5.2 (a) (i)]. Some of them, as mentioned in clause 10.2 (b) may have to be delivered by government</p>	<p>1. Permits is defined to mean all permits, licenses, approvals or similar required for the implementation of the Project;</p> <p>2. AMC shall not provide a list of Permits required for the Project</p>

			bodies other than AMC and may not be delivered quickly despite the concessionaire's best efforts to get them.	
44	Jindal-HCC-Manila	DCA - Clause 5.2 (a) (vi)	<p>We note that the term "Project Documents" is not defined. Is this term the same as "Project Agreements"</p> <p>We note that there are several capitalized terms in the Concession Agreement which do not have a definition assigned to them.</p>	<ol style="list-style-type: none"> 1. All drafting issues shall be resolved in the reworked concession agreement.
45	Jindal-HCC-Manila	DCA - Clause 5.2 (b) Read with Clause 7.1 (a)	<ul style="list-style-type: none"> • We suggest that providing the Concessionaire with vacant possession of at least Portion A (or such part of site as may be deemed fit) of the Project Site must be made an AMC's Condition Precedent. • Clause 7.1 (a) shall be amended to state that the handing over of vacant possession of Portion A of the Project Site is mandatory on the part of AMC. <p>The handover of Project Site is critical for the performance of Concessionaire's obligations by the Concessionaire under the Concession Agreement. Therefore, provision of some part of land, for example Portion A, should be made a part of AMC's Conditions Precedent.</p>	<ol style="list-style-type: none"> 1. Please refer reply to the query no 12 in the "section 2: commercial aspects" of this document
46	Jindal-HCC-Manila	DCA - Clause 5.4	<p>Please clarify the consequences in case of delay between Clause 5.4 (a) and Clause 5.4 (b).</p> <p>For example, we consider a situation where the Concessionaire satisfies its conditions precedent and obtains the confirmation under Clause 5.4 (b). However, AMC delays its part with respect to the fulfillment of AMC's Conditions Precedent. In such situation, in order to not further delay the Project,</p>	<ol style="list-style-type: none"> 1. The Long Stop Date shall be a date falling at the expiry of six months from the date of execution for CP's to be satisfied 2. The same shall be clarified in the revised Concession Agreement

			Concessionaire may be forced to provide a waiver (esp. with respect to provision of vacant possession of land). We need clarity in this regard. We suggest that a drop dead date may be incorporated for this purpose.	
47	Jindal-HCC-Manila Veolia	DCA - Clause 5.6 The Parties shall fulfill their respective Conditions Precedent on a date falling on or before the end of the Preparatory Period. Volume-III ; Clause-4; Page-5	We note that there is no fixed or tentative period suggested for the 'Preparatory Period'. Please clarify what is the time period which is considered reasonable by AMC for Preparatory Period with respect to the Project. As currently provided under the draft Concession Agreement, Preparatory Period is not a definite period and may continue without any limit. If no specific time period is fixed for Preparatory Period then the parties could never achieve Appointed Date. Preparatory Period - Confirm the duration of preparatory period. This needs to be frozen for the benefit of both the parties.	1. Please see the above response
48	Jindal-HCC-Manila	DCA - Clause 5.7	This Clause should make an exception to the situation referred to in Clause 18.6 (a). If the Concessionaire is prevented from achieving satisfaction of conditions precedent due to delay in receiving permits, in such event Concessionaire should not be liable under Clause 5.7 as grant of permits is not controlled by the Concessionaire. Appropriately, any delay in receiving permits should be included as an exception to clause 5.7.	1. The Clause stands unchanged
49		DCA - Clause 5.4 read with Clause 5.6, 5.7 and 5.8	We note that there is no relevance of 5.7 and 5.8 as a combined reading of Clause 5.4, 5.6, 5.7 and 5.8 make it clear that the Preparatory Period will continue till the time of satisfaction of conditions precedent by AMC or	1. The reworked CA would address this drafting issue as the concept of a Long Stop Date for CP satisfaction would be introduced

			<p>Concessionaire, whichever is later. Also note that Preparatory Period will not come to an end unless a waiver is granted by the other party to the party not being able to perform its any/all condition precedent. Therefore, as no fixed time period prescribed for “Preparatory Period”, Clause 5.7 and Clause 5.8 have no relevance.</p> <p>As provided under the Concession Agreement Preparatory Period is not a definite period hence the term “last date of Preparatory Period” would not be a definite time period.</p>	
50	Jindal-HCC-Manila	<p>DCA - Clause 5.8 (a) (ii)</p> <p>Concessionaire’s waiver of AMC’s obligations in accordance with Clause 38.7.</p>	<p>We note that the reference of waiver of conditions precedent should be in accordance with Clause 5.9 and not Clause 38.7.</p> <p>We note that there is an error in cross referencing.</p>	<p>1. All drafting issues shall be resolved in the reworked concession agreement.</p>
51	Jindal-HCC-Manila	DCA - Clause 7.1 (a)	<p>We note that even though the said Clause does provide for an obligation on the part of AMC to be fulfilled on or before Appointed Date, this has not been made a conditions precedent. We request that whole or part of Clause 7.1 (a) should be incorporated as AMC’s Condition Precedent.</p> <p>The provisions of this clause should be incorporated as AMC condition precedent.</p>	<p>1. Please refer reply to the query no 12 in the “section 2: commercial aspects” of this document</p>
52	Jindal-HCC-Manila	DCA - Clause 7.1 (b)	<ul style="list-style-type: none"> We note that no time period has been specified for the fulfillment of this obligation of AMC. AMC should provide a definite timeline to fulfill the obligations mentioned under Clause 7.1 (b). <p>A definite timeframe is required within which AMC shall complete all activities detailed in this</p>	<p>1. Please refer reply to the query no 12 in the “section 2: commercial aspects” of this document</p>

			provision.	
53	Jindal-HCC-Manila	DCA - Clause 36.1 (b) / General Indemnity	<p>AMC should be made liable for all the breaches whether or not it materially and adversely affect the performance by the Concessionaire of its obligations under these agreements.</p> <p>Further, it may be pertinent to note that no such qualification has been mentioned in Clause 36.1 (a) which is the general indemnity for the Concessionaire’s breach of the provisions of the Agreement.</p>	<ol style="list-style-type: none"> 1. The Clause stands unchanged
54	Jindal-HCC-Manila	DCA - Clause 37.2 ,page 54 and Clause 38.3, page 55	<p>The Clause 37.2 provides for Arbitration in case of Dispute (which includes questions as to the interpretation of the Agreement). On the other hand, Clause 38.3 provides that the courts of Aurangabad shall have jurisdiction over matters arising out of or relating to the Agreement.</p> <p>There appears to be an inconsistency as to how Disputes will be resolved: arbitration vs. court Clause</p>	<ol style="list-style-type: none"> 1. There is no inconsistency between the clauses; 2. The existence of an arbitration mechanism does not exclude the jurisdiction of courts. In fact, including the jurisdiction of the courts can prove instrumental for taking measures such as obtaining interim relief.
55	Jindal-HCC-Manila	<p>RFP – Clause 4.3.3</p> <p>In the event that the Bidder quoting the lowest Annual Grant / highest Premium withdraws or is not selected for any reason in the first instance (the “first round of bidding”), in this case such Bidder shall obtain reimbursement of the Bid Security and, the Authority may invite the remaining (other) responsive Bidders to match the quote of the Bidder quoting the lowest Annual Grant / highest Premium (the “second round of</p>	<ul style="list-style-type: none"> • While under Clause 2.16.9 (c) if a bidder withdraws its Bid, it would result in forfeiture and appropriation of the bid security by the Authority. Herein the lowest bidder is allowed to obtain reimbursement of the Bid Security. Please clarify whether this would be a limited exemption from the forfeiture penalty under 2.16.9 (c)? • Please clarify whether the Bidders who submit early bids can withdraw their respective bids prior to the Bid Due Date? 	<ol style="list-style-type: none"> 1. The AMC shall return Bid Security in case of rejection of any Bid for any reason; 2. For responsive Bids, AMC shall retain the Bid Security until the end of the Bid Validity Period

		bidding”).		
56	Jindal-HCC- Manila	RFP : Clause no 1.1.9, Page no. 2-3	<ul style="list-style-type: none"> The Authority will set the water tariffs in accordance with the terms of the Draft Concession Agreement and its obligations under the Bombay Provincial Municipal Corporations Act, 1949 In addition to the Annual Grant, if any applicable, the Concessionaire will also be entitled to receive an amount equal to the water tariffs collected by the Concessionaire for and on behalf of the Authority, in accordance with the terms of the Draft Concession Agreement. A resolution has already been passed by the Authority regarding the implementation of the tariffs Please provide a Copy of the Resolution and the Bombay Provincial Municipal Corporation Act, 1949 	1. The resolution of General Body approving PPP attached as an Annexure to this document
57	Jindal-HCC- Manila Veolia	DCA - Clause 2.1 (h) To regulate illegal connections	<p>We note that the AMC will provide reasonable assistance to the Concessionaire as per Clause 17.7 of the Concession Agreement. Please clarify that in the event the Concessionaire is unable to regularize illegal connections (for reasons not attributable to the Concessionaire) how will the loss in revenue (and eventually Equity IRR) of the Concessionaire be calculated in such an event?</p> <p>There is a possibility that regularization of water connections may not be possible due to local conditions. In such an event, how does AMC propose to compensate the Concessionaire for losses in revenue.</p>	1. AMC shall cover these issue in its proposed water by laws

		Volume III; Clause 17.7	Regularization of Illegal Connections - AMC to confirm whether Concessionaire can regularize the illegal connections/ provide new connections on his own. If Concessionaire is carrying out the above function on behalf of AMC/ Commissioner, kindly confirm under which section of the BPMC Act, AMC/ Commissioner can delegate this authority to Concessionaire? If customers do not want to regularize the connection, kindly confirm what is Concessionaire's recourse?	
		Volume III; Clause 21.3 a (i)	Connection and Disconnection Procedure - Please define the "Connection and Disconnection Procedure" and this need to be agreed before bidding and should become part of the Concession Agreement.	
58	Mahindra-Suez	Volume III clause 17.8 (a) (i)	Can the right to disconnect be legally transferred by AMC to the concessionaire ?	1. AMC shall cover these issue in its proposed water by laws
59	Jindal-HCC-Manila	DCA - Clause 7.1 (d)	Please clarify whether these taxes etc. will be covered under the Annual Operational Support Grant or will be borne by the Concessionaire on its own books. In order to draft a Financial Model, we require clarity as to whether the Concessionaire's tax implications are a pass-through or will be borne by the Concessionaire.	1. The Clause is amply clear in the Concession Agreement
60	Jindal-HCC-Manila	DCA - Clause 10.1 (a)	The said sub-Clause makes a restriction only on 'piped water supply'. It may be noted that Potable Grade Water may be supplied by other means e.g. by tankers. We request AMC to incorporate an absolute restriction on supply of Potable Grade Water in the Supply Area by any means whatsoever. If AMC authorizes the Concessionaire to supply water to Supply Area on an exclusive basis,	1. AMC agrees with the suggestion and modify Clause accordingly

			<p>this provision may be interpreted to mean that AMC / third party may supply water to Supply Area by other means.</p>	
61	Jindal-HCC-Manila	DCA: Clause 19.1 (a), Page no. 26	<p>AMC should provide Letter of Credit to the concessionaire</p> <p>As per the construction schedule the concessionaire need to execute the work so for smooth fund flow Letter of Credit (LOC) from AMC is required.</p>	<ol style="list-style-type: none"> 1. AMC shall not provide Letter of Credit to the Concessionaire
62	Jindal-HCC-Manila	DCA: Clause 31.7. (b)(i) page 41	<p>Concessionaire and AMC shall bear their respective Force Majeure (Non-political Event) Costs and neither party shall be required to pay the other party.</p> <p>Clause related to “Relief for variation in intake water” can be added in the Concession Agreement. The clause may be like this: If after the COD, variation in respect of availability of intake water (low availability) continues for a period of more than one month, the client will provide relief to the operator for each month during this period in the form of direct payment to the operator, which is equivalent to the average monthly payment received by the operator for the previous financial year.</p> <p>Since extreme drought will be considered as a non-political event, the Concessionaire should be protected when there is no / limited water (Change in Raw Water Quantity) to be sold in respect to its demand projection.</p>	<ol style="list-style-type: none"> 1. Parties to bear their respective costs; 2. AMC agrees to include specific language for “drought” within the definition of non political event of Force Majeure; 3. The Force Majeure clause for drought will come into effect on availability of raw water drops below 50% of allocation by the irrigation department under Schedule XVIII of the Concession Agreement
	RANHILL-JUSCO	Concession Agreement – clause 23	<p>What if there is no water supply as a result of the “Force Majeure” i.e.. drought– an event beyond Concessionaire’s control? - To avoid</p>	

			Concessionaire being held responsible if Concessionaire is subsequently unable to perform. See clauses 28.1 for sources of raw water.	
63	Jindal-HCC-Manila	<p>DCA – Clause 32.2 Delay in achieving COD</p> <p>If, on the later of:</p> <p>(iii) the expiration of 36 months after the Appointed Date; and</p> <p>(iv) the expiration of any extended period of time for the completion of Project Milestones as provided in accordance with Clause 18.6.,</p> <p>the Independent Engineer acting reasonably has not certified that the Concessionaire has achieved COD, then AMC shall have the right to encash the Performance Security at the rate of one percent (1%) per week or part thereof subject to a maximum of ten percent (10%) until COD has been certified by the Independent Engineer in accordance with Clause 18.4 (f) Certification of the Project Facilities.</p>	<p>Clarification is sought regarding the upper limit of deductions that can be made from the performance security i.e. whether the 10% cap prescribed applies for the overall cumulative deduction that can be made from the performance security, or whether it is a cap prescribed for deductions of up to 10% every week.</p> <p>Concessionaire's liability in the event of delay in achieving COD is unclear.</p>	<ol style="list-style-type: none"> 1. The maximum deduction allowed would be 10% of the Performance Security; 2. In the event of Concessionaire's delay in achieving COD, it would amount to a Material Breach by the Concessionaire of the CA and therefore tantamount to a Concessionaire Event of Default; Apart from the AMC's option to encash 1% of the Performance Security per week of delay, the AMC will be entitled to terminate CA in accordance with Clause 34 and gain compensation in accordance with Cause 34.3; 3. The Clause stands unchanged
64	Jindal-HCC-Manila	DCA - Clause 34.3, 34.4 and 34.5	<p>The provisions for payment on termination are quite onerous to the Concessionaire.</p> <ul style="list-style-type: none"> • In case of termination due to Concessionaire's default, the Concessionaire should be entitled to at least the Equity, if not Adjusted Equity. 	<ol style="list-style-type: none"> 1. The Clause stands unchanged

			<ul style="list-style-type: none"> In case of termination due to Force Majeure Event, whether political, non-political or otherwise, the Concessionaire should be entitled to the Debt Due, less Insurance Cover, plus the Adjusted Equity. 	
65	Jindal-HCC-Manila	<p>Schedule XVIII</p> <p>Agreement (For non-Irrigation water supply)</p> <p>(referred to as "Agreement" in this Item 39)</p>	<ul style="list-style-type: none"> As per Clause 4, there is no guarantee provided under the Agreement for non-supply and / or inadequate supply of water. Please clarify what will be the obligation of Concessionaire in the event of non-supply / in adequate supply of water by the Government of Maharashtra. The Agreement provides that 113.28 MM3 will be supplied to the Authority. The Concession Agreement is silent on the other sources of water which may be available to the Concessionaire in case of shortage of supply / non-supply by the Government of Maharashtra. We note that currently the Agreement does not provide for any specific tariff. We request you to provide the same. We note that the term of the Agreement is for a period of six years starting from November 1, 2009. This Agreement is renewable on the option of the Authority within 90 days of the expiry of the term of the Agreement. This should be made an obligation of the Authority. 	<ol style="list-style-type: none"> Please refer reply to query no 8 in "section 2: commercial aspects" of this document
66	Jindal-HCC-Manila	DCA - Clause 7.2	<ul style="list-style-type: none"> This Clause 7.2 deals with 'Other provisions in relation to the Project Site'. There may be a situation where the Concessionaire requires additional land for setting up additional facility / utility etc. for the purposes of providing efficient and best services under the 	<ol style="list-style-type: none"> In the event of an additional land requirement, the Concessionaire must approach to AMC with such a request; AMC will consider such request and thereafter, at its discretion, will procure additional land for the

			<p>Concession Agreement. Therefore, this Clause 7.2 must provide for acquisition of additional land for the Aurangabad Water Project.</p> <p>Additional land may be required by the Concessionaire and currently the Concession Agreement is silent on this aspect. The provision may provide for evaluation of a proposal made by the Concessionaire for acquisition of land by the Authority. Only if the Authority is satisfied, it may provide assistance to the Concessionaire in acquisition of land for the Aurangabad Water Project.</p>	Concessionaire
67	Jindal-HCC-Manila	<p>Clause 19.1 (c)(iv)</p> <p>..then the Concessionaire shall be entitled to the relief referred to in Clause 19.2.</p>	<ul style="list-style-type: none"> We note that this is not a sub-Clause and the last part may not be referred to as sub-Clause (iv). 	<ol style="list-style-type: none"> All drafting issues shall be resolved in the reworked Concession Agreement.
68	Jindal-HCC-Manila	<p>Clause 20.1</p>	<p>We note error in cross referencing. Please correct the reference to Clause 19.2 (b) with Clause 20.1 (a).</p>	<ol style="list-style-type: none"> All drafting issues shall be resolved in the reworked Concession Agreement.
69	Jindal-HCC-Manila	<p>Schedule VI</p> <p>Annual Operational Support Grant means INR [•] indexed in accordance with clause 6 of this Schedule.</p>	<p>We note that there is no Clause 6 in this Schedule VI. Please provide.</p>	<ol style="list-style-type: none"> All drafting issues shall be resolved in the reworked Concession Agreement.
70	Jindal-HCC-Manila	<p>Participation through its Wholly Owned Subsidiary</p>	<p>We contemplate a situation where post award, a participant (who is a part of a Consortium) may wish to participate in the SPV through its Wholly Owned Subsidiary. We require clarity that where the Wholly Owned Subsidiary meets all the technical criteria as the parent as required under the RFQ, RFP, and Concession Agreement, whether post award the</p>	<ol style="list-style-type: none"> Please refer reply to query no 30 in “section 2: commercial aspects” of this document; The Clause stands unchanged except this change

			participation in the SPV can be made through such Wholly Owned Subsidiary?	
71	Jindal-HCC-Manila	General Observations	<ul style="list-style-type: none"> We note that Cross references in several provisions of this Agreement are incorrect and we would like to confirm whether these can be corrected. <p>We further note that certain Capitalized terms have been used in this Agreement, which, though stated to be defined either in the body of the Agreement or under Schedule I, have not in fact been so defined (e.g. Project Documents as used in Clause 5.2 (a) (v)). Hence, clarification is sought on whether the Agreement would be appropriately modified to clarify the meaning of such terms.</p>	1. All drafting issues shall be resolved in the reworked Concession Agreement.
72	Jindal-HCC-Manila	General Observations	<p>No penalty / under collection provision in CA for customers who engage in meter tampering activities during O&M stage.</p> <p>To have an effective NRW reduction program, AMC should provide mechanism in the CA to penalize meter tampering.</p>	1. This issue shall be covered in AMC's proposed water bye laws
73	Jindal-HCC-Manila	General Observations	<p>No provision in CA with regards to customer classification.</p> <p>Domestic and Commercial customers should clearly be defined in the CA to avoid confusion and customer complaints during O&M stage</p>	1. This issue shall be covered in AMC's proposed water bye laws
74	Ranhill-JUSCO	Vol- 3, Concession Agreement, Clause 25 (d) and 33.2 (d)	AMC shall replenish the "Water Payment Reserve Account" within 15 days. There is discrepancy in these 2 clauses. Please keep it as 15 days at both places	1. AMC agrees with the suggestion
75	Ranhill-JUSCO	Vol- 3, Concession Agreement, Clause 34.3	To claim debt due less insurance cover plus performance security as termination payment from concessionaire in the event of termination due to Concessionaire event of default is	1. The intention of this Clause is to not penalize AMC in case of Concessionaire Event of Default and to secure lenders' interest;

	JMC-MBL-SREI	Clause 34.3 of DCA	<p>against industry practice. This is also not acceptable to the lenders</p> <p>In such an event, AMC shall pay debt due less insurance cover to the concessionaire.</p> <p>If the termination is on account of a Concessionaire Event of Default, the AMC shall be entitled to receive from the Concessionaire by way of termination payment an amount equal to the Debt Due less Insurance Cover. The AMC shall be able to encash the Performance Security towards any termination payments due from the Concessionaire. – The clause seems unreasonable and is not in line with standard termination clauses (refer NHAI model concession agreement). Please follow NHAI’s MCA. This clause will also make this whole project not bankable as Bankers would always like comfort that Debt Due is available to them from a strong party like AMC or Govt of Maharashtra and not from a new SPV set up specifically for this project.</p>	<p>2. The Clause stands unchanged</p>
76	Ranhill-JUSCO	Vol I	<p>Is a fresh Board Approval required in favor of authorized signatory?</p> <p>We had already submitted POA for authorized signatory.</p>	<p>1. The authorized signatory to the CA will require appropriate board resolutions from the Concessionaire to execute the CA.</p>
77	Ranhill-JUSCO	1.5 (c), Vol I	<p>This should also include</p> <ol style="list-style-type: none"> 1. Bid submitted by us. Any addenda/ any amendment to the agreement. 	<ol style="list-style-type: none"> 1. The Concession Agreement will include addenda and amendments thereto; 2. Necessary amendment will be reflected in the reworked CA.
78	Ranhill-JUSCO	7.1, Vol III	<p>AMC’s obligation to hand over vacant possession of Project Site should be a made a condition precedent.</p>	<ol style="list-style-type: none"> 1. Please refer reply to query no 12 in the “section 2: commercial aspects” in this document

79	Ranhill-JUSCO	7.1, Vol III	Kindly clarify what would be the mode of transfer of project site. Whether it would be a permissive possession or lease?	1. It would be permissive permission
80	Ranhill-JUSCO	15.(a) (iv), Vol III	AMC must issue Form V directly to the sub-contractor appointed by JUSCO.	1. AMC shall perform its obligations mandatory under this Concession Agreement and / or required under Law / Government regulations
81	Ranhill-JUSCO	21.3, Vol III	All the consumers should be appropriately notified that the concessionaire will be acting on behalf of AMC to perform its obligations under the Concession Agreement. Such notification shall be undertaken on the day of Agreement Signing.	1. AMC shall conduct public consultation as and when required
82	Ranhill-JUSCO	Schedule I, Vol III	long stop date remains undefined and is not appearing in the concession agreement.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
83	JMC-MBL-SREI	DCA	There appears to be no Limitation of Liability Clause. Please confirm that such a Clause will be included in any new draft of the Concession Agreement and confirm the level of liability which the Concessionaire is expected to accept	1. There shall not be any level of liability to be stipulated in the Concession Agreement
84	JMC-MBL-SREI	DCA	RECITALS: please advise the definition of "Parallel Water Scheme".	1. Recital E describes the Parallel Water Scheme of 2038. The same has been capitalized in the recital on account of it being a name of a scheme.
85	JMC-MBL-SREI	Clause 5.1 of DCA	Please confirm that the reference to "this Clause4 (c) (ii) should read "Clause 4. (c) (ii)" and that the word "this" should be removed.	1. All drafting issues shall be resolved in the reworked concession agreement.
86	JMC-MBL-SREI	Clause 10.3 i of DCA Pg 16	Please confirm that the obligations of the Concessionaire to Transfer the rights and interests in the Project on the Transfer Date are subject to the Financing Documents.	1. The suggestion is not acceptable to AMC
87	JMC-MBL-SREI	Clause 15.1 of DCA	The reference to Clause 4 (c) (ii) in line 3 appears to be wrong. Please confirm the correct Clause number.	1. All drafting issues shall be resolved in the reworked Concession Agreement.

88	JMC-MBL-SREI	Clause 15.2 of DCA	Clause 15.2 lists a long number of Plans, drawings etc which the Concessionaire has to complete during the Preparatory Period i.e. before the Concession Agreement is signed. The result of this is that these become Conditions Precedent. This could result in a considerable delay in signing the Concession Agreement. Please confirm whether or not this is AMC's intention?	1. The Clause stands unchanged
89	JMC-MBL-SREI	Clause 15.2 b of DCA	Clause 15.2 (b) deals with the approval of Plans, designs submitted in accordance with Clause 15.2 (a). This seems to envisage that the Independent Engineer is appointed prior and commenced work prior to the Appointed Date. Please confirm if this is correct?	<ol style="list-style-type: none"> 1. AMC has appointed Unity Consultants Pvt. Ltd, Pune as Project Management Consultant. During Pre Bid meeting all Bidders consented for appointment of Unity Consultants Pvt. Ltd, Pune as Independent Engineer for the Project in the Construction and Rehabilitation Phase for post tendering activities. The terms of reference shall be finalized in consultation with the Concessionaire after Bid Process is completed; 2. Independent Auditor will be appointed mutually by Concessionaire and AMC
90	JMC-MBL-SREI	Clause 20 of DCA Pg 27	The references to Clauses appear to be wrong? Please confirm the correct reference numbers?	1. All drafting issues shall be resolved in the reworked Concession Agreement.
91	JMC-MBL-SREI	Clause 27.2 c of DCA Pg 36	It appears possible that a Government Instrumentality may determine that any arrangements made on electricity between AMC and the Concessionaire may be invalid and result in fines, damages etc. if that happens then Concessionaire is liable. This would not be acceptable to the Concessionaire or the banks as it is something over which they	1. Please refer reply to query no 9 in the "section 2: commercial aspects" in this document

			have no control and no ability to cost for. Please advise how AMC intend to compensate the Concessionaire if the arrangements made by AMC are determined to be invalid and the Concessionaire is penalized or suffers increased costs.	
92	JMC-MBL-SREI	Clause 28 & 29 of DCA Pg 36	It is not clear who signs the contract to draw raw water from the dam- AMC and the Dam authorities or the Dam Authorities and the Concessionaire? Please confirm.	1. Please refer reply to query no 8 in the "section 2: commercial aspects" in this document
93	JMC-MBL-SREI	Clause 31.2.2 b (ii) of DCA Pg 40	In what circumstances do AMC envisage that they will expropriate or compulsorily acquire the material assets or rights of the Concessionaire? Should they do so how will the Concessionaire be compensated? Page 40 Clause 31.2.2 (b) (v) I what circumstances does AMC envisage that they will requisition the Project?	1. The contract is self explanatory; 2. No change
94	JMC-MBL-SREI	Clause 9.3 (Schedule XIV) of DCA Pg 93	It will not be acceptable to banks providing non-recourse funding that when the Concession is terminated all monies in the account go to AMC. (irrespective of the reason for termination). Please confirm that the use of such funds will be subject to the Financing Documents"?	1. The Clause stands unchanged
95	JMC-MBL-SREI	Clause 4.4 (Schedule XIV) of DCA Pg 89	It will not be acceptable to banks providing non-recourse funding for AMC to be able to instruct the bank in case of a Concessionaire Event of Default to stop payments from the Water payment Reserve Account. Please confirm that this will be subject to the Financing Documents?	1. The Clause stands unchanged
96	JMC-MBL-SREI		The Concession as on date is non Concessionaire friendly. The Debt Funding institute is exposed thus getting a debt on this	1. AMC shall include substitution agreement allowing lenders step in rights

			<p>is not at all feasible. This may be modifies by incorporating the following clauses.AMC,</p> <ol style="list-style-type: none"> 1. Concessionaire and the Funding Institute. 2. Termination clause may be amended to factor the Debby funding security. 3. Clause for Substituting of Financial Institution 	
97	<p>Mahindra-Suez</p> <p>Veolia</p>	<p>Volume III – schedule VI</p> <p>Volume III; Schedule VI; Clause 1</p>	<p>The definition of water payment needs to be further developed and clarified. Clear formulas on how to calculate each component of the water payment should be defined prior to the deadline for submission as it of essence for the bidders to prepare their offer.</p> <p>Definition of Water payment - Define clearly all the terms mentioned under the clause</p> <p>Water distribution loss charge - The clause 5 mentioned is not related to water distribution loss charge. Please provide the correct clause no.</p>	<ol style="list-style-type: none"> 1. All drafting issues shall be resolved in the reworked Concession Agreement.
98	Mahindra-Suez	Volume III - clause 31 force majeure	we would like this clause to be more elaborated For instance to treat all consequences of FM on the concessionaire obligations.	<ol style="list-style-type: none"> 1. The Clause stands unchanged
99	Mahindra-Suez	Volume III - clause 34.6 (a) and (b)	5 years of residual life of the project facilities after expiration of the Concession period. Please define precisely. Normal wear and tear will affect building condition over 20 years. Operator cannot take on the risk to rebuild / refurbish the whole Project should the Owner consider that they are not in "good and substantial repair".	<p>The Clause 34.6 (a) and (b) amended as follows:</p> <ol style="list-style-type: none"> 1. 34.6 (a) - On the expiration of the Concession Period or its earlier termination, the Project Facilities shall be such that they are fully operational as intended under this Agreement and require only a

	CASCAL-EA-NCC	Defects liability Clause 34.6	The facilities should be inspected prior to or at the time that they are handed back to the AMC. A guarantee that the assets should have a minimum residual life of 5 years is extremely onerous and does not reflect the fact that in a large water supply system there is a continual process of renewal, overhaul and maintenance. A 5 year guarantee is an unreasonable expectation. - The current proposals are too onerous.	<p>continuation of the programme of continuous maintenance, as performed regularly by the Concessionaire during the Concession Period, in order to maintain this in fully operational condition</p> <p>2. 34.6 (b) - The Independent Engineer shall inspect the Project 3 (three) months prior to the expiration of the Concession Period to evaluate whether the Project Facilities are fully operational condition</p>
100	Mahindra-Suez	Volume III clause 37 dispute resolution	This clause will need to be discussed. 37.2 (b) for instance is not acceptable.	<p>1. This conforms to the Arbitration Act;</p> <p>2. The Clause stands unchanged</p>
101	SPML-NWSC-VTTL	CA - 42	On receipt of a notice in writing from an authorized signatory of the Concessionaire that payment is authorized under this Agreement and the Concession Agreement, the Account Bank shall make the payment as demanded by the Concessionaire within 5 (five) of receipt of such notice - It should be 5 (five) days.	<p>1. All drafting issues shall be resolved in the reworked Concession Agreement.</p>
102	SPML-NWSC-VTTL		The revenues from water supply in the year 2005 is indicated as 14.86 Cr as where as the revenue expenditure as 24.86 Cr leaving a deficit of 10 Cr. AMC has a revenue surplus of 20 Cr.and major income for AMC is from Octroi-71 Cr.We request for a clarification as to how AMC proposes to arrange for the additional funds for the Annual grant particularly as we hear Octroi is gong to be abolished. We shall request for a counter Guarantee from GOM for the Annual Grant as this comfort is required by the Lenders in view of the apprehensions as above	<p>1. Water Payment Reserve Account should offer payment security to the Concessionaire;</p> <p>2. Also apart from the General Budget of AMC the funds that will be made available through 13th Finance Commission to AMC from Government of Maharashtra can also be utilized for the Project payouts</p>
103	Veolia	Volume I; Clause 2.10.1	Right to accept or reject any bid without any reason - Since AMC is en-cashing the bid	<p>1. The Clause stands unchanged</p>

			security in case of non-responsive bids etc., it is only fair that the reasons are provided before rejecting any bid. Kindly substitute “without assigning any reasons there-for” with “with assigning reasons there-for”.	
104	Veolia	Volume-III; Clause (F);	<p>Under Bombay Provincial Municipal Corporations Act 1949, Section 66A, AMC passed resolution to invite private sector participation on a PPP model to carry out the project. –</p> <p>Please provide copy of the English version of the Resolution. Chapter XXVIII, Section 451 of BMC Act, 1949 mentions that State Government can rescind any resolution or order passed by the Corporation. Has Corporation got the resolution approved by the Government or is it implied from the orders of the Authority and GoM for release of grant and additional grant. However, it is essential that such a concurrence is received from the Government for this resolution.</p> <p>Section 66A allows delegation of water supply service to any agent. Section 66A also mentions that Corporation can delegate this function to an agent provided the State Government gives directions along with the terms and conditions. Has such order been issued by the Government. If so, please provide an English version of the same.</p> <p>As per the Contract, the Concessionaire is to "perform and deliver the services" mentioned in the Contract. This is on a principle to principle basis. On the other side, the Concessionaire is expected to print bills in the name of the Corporation and collect the amounts in the name of the Corporation and deposit in the collection account etc. This is on principle to</p>	<ol style="list-style-type: none"> 1. Section 451 authorizes the state government to rescind the resolution for causes such as acting in excess of the authority conferred under Bombay Provincial Municipal Corporations Act 1949 (the “BPMC Act”), misuse of grant, or if it the execution of the resolution is not public interest et al. “Public Interest” is a ground that confers the government with a fair window of discretion to rescind the resolution; 2. The Government of Maharashtra shall provide consent to AMC for discharging its duties (supplying water to the Aurangabad City) via a Special Purpose Vehicle (SPV) constituted by the successful bidder/ Concessionaire; 3. AMC shall acquire such permission from GoM during the Preparatory Period; 4. Getting such approval from GoM shall be AMC’s Condition Precedent in the Concession Agreement for the Project; 5. AMC shall provide the copy of resolution passed by General Body approving PPP

			agent basis. There is a contradiction. Kindly clarify.	
105	Veolia	Volume-III ; Clause -.2.1 to 2.3;	<p>Clause 2.1 - Construction and Rehabilitation period activities Clause 2.2 - Operation and Maintenance period activities and Clause 3 - Concession (a) to (j)</p> <p>Chapter XIII, Section 79 (f) (b) of BPMC Act, 1949 stipulates that no property transferred to the Corporation by the Government shall be leased without prior sanction of the appropriate Government. Has this sanction been obtained? Please provide the copy of the sanction letter. Kindly confirm whether the assets owned by Corporation can be leased to a Concessionaire. If so, under what section of the BPMC Act 1949?</p>	<ol style="list-style-type: none"> 1. The Project assets are not being leased to the Concessionaire; 2. The Concessionaire gains a license by means of a right of way under the CA.
106	Veolia	Volume III; Clause 28.1	<p>Raw Water Lifting charges - The agreement between AMC and Irrigation department is valid for 6 years commencing from November 2009. Since the agreement is between AMC and Irrigation department the invoice need to be made by Irrigation department in the name of AMC only. The payment can be made by either AMC or Concessionaire.</p> <p>If the payment has to be made directly by the Concessionaire then a tripartite agreement is need to be made among AMC, Irrigation Department and Concessionaire to this effect. The Clause no. 4 of the agreement between Irrigation Department and AMC indicates that the Government will not take responsibility of non-supply or inadequate supply of water on any account whatsoever. Concessionaire will require firm and legally binding commitment valid for concessionaire period of 20 years from</p>	<ol style="list-style-type: none"> 1. Please refer reply to query no 8 in the "section 2: commercial aspects" in this document

			AMC to this effect. This obligation should be part of the agreement.	
107	Veolia	Volume III; Schedule VI; Clause 1	Annual Operational Support Grant - There is no clause 6 in this schedule. Please provide the correct clause no.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
108	Veolia	Volume III; Clause 31.2	Force Majeure - Non availability of Raw Water due to draught conditions to be added as a Force Majeure.	1. AMC agrees to include specific language for "drought" within the definition of non political event of Force Majeure;
109	Veolia	Volume III; Clause 31.3	Labour disputes by AMC employees - 'Labour disputes by the employees of AMC' should be considered as a Force Majeure. Otherwise, Concessionaire shall be given an option to select among the deputed AMC employees whoever are acceptable to Concessionaire.	1. The Concessionaire may consider strikes and lock-outs and the works as Force Majeure events in terms of Clause 31.2.2 (a) (iii), The CA is self explanatory.
110	Mahindra-Suez	Volume III - Clause 10.1 (a)	the extent of AMC's obligation not to hire third parties to engage in services related to those of the Concession Agreement should be larger - We recommend a stronger clause that will give assurance not the Concessionaire and to the Financiers that the Concession Agreement creates an exclusive right for the Concessionaire for the entire duration of the agreement and for all aspects thereof.	1. CA is self explanatory
111	Mahindra-Suez	Volume III - clause 12 - Insurance	The parties should consider the possibility of an uninsurable risk occurring - The Concessionaire should have a right to exit the contract when insurance is not available within the worldwide insurance market with insurers of good standing, or the insurance premium payable is at such a level that the risk is not generally being insured against in said market, and the Concessionaire cannot be forced to continue to operate without insurance cover for	1. Bidders are requested to do necessary diligence prior to placing their bids; 2. No change

			such risk.	
112	Mahindra-Suez	Volume III - clause 18.6 - Delay and extension of time	An extension of time clause usually also addresses the Costs issue - We recommend that the Concessionaire be reimbursed its costs (to be defined) in any of the following events (list to be completed): archeological findings, any breach by AMC of its responsibilities and obligations, any delay in the obtainment of Permits not attributable to the Concessionaire, failure of AMC to make available access to and right of use of the Site, unforeseen ground conditions or utility lines, any variation ordered by AMC, political force majeure.	<ol style="list-style-type: none"> 1. The suggestion is not acceptable to AMC; 2. The Clause stands unchanged
113	Mahindra-Suez	Volume III - clause 31 force majeure	we would like this clause to be more elaborated - "For instance to treat all consequences of FM on the concessionaire obligations. Allocation of Costs during subsistence of a Force Majeure event is an issue, termination payment for Force Majeure event is another issue. The proposed scheme for termination payment for Force Majeure is: for non political FM, AMC shall pay the Debt Due for political FM, AMC shall pay the Debt Due + the Concessionaire's Equity in the SPV+the Termination Costs (to be defined), being understood that any deduction by reason of Insurance Cover shall be made only after AMC has paid the amounts due (in full) and after the Concessionaire has actually received the related proceeds from the insurance company (is), if applicable."	<ol style="list-style-type: none"> 1. The Clause stands unchanged
114	Mahindra-Suez	Volume III - clause 34.3	This clause needs to safeguard repayment of the Debt Due - As the Debt is due by the Concessionaire (not by AMC), any deduction by AMC from the terminations costs payable to the Concessionaire shall be limited so that the	<ol style="list-style-type: none"> 1. The Clause stands unchanged

			termination payment cannot be less than the Debt Due	
115	Mahindra-Suez	Volume III - clause 36.2 - Indemnity by the Concessionaire	<p>The clause will need to include certain mechanisms to allow for the Concessionaire's liability to be commensurate with the expected rewards of the project - "We recommend that liquidated damages for failure of the Concessionaire to achieve final completion be inserted including a maximum amount.</p> <p>Also certain risks ("government risks") should be created so that the Water Payment becomes due and payable to the Concessionaire even if the final completion has not been achieved (AMC event of default, political force majeure, preexisting contamination, unforeseen utility lines, unforeseen ground conditions, unavailability of raw water)."</p>	<ol style="list-style-type: none"> 1. No change
116	Mahindra-Suez	Volume III clause 37 dispute resolution	This clause will need to be discussed. - 37.2 (b) for instance is not acceptable.	<ol style="list-style-type: none"> 1. The Clause 37.2 (b) stands unchanged; 2. It is in consonance with applicable law.
117	RANHILL-JUSCO	Concession Agreement – clause 3	To insert the word “absolute and irrevocable...” immediately prior to the word “...right..” - For clarity. It is also intended to ensure an efficient execution of the Works.	<ol style="list-style-type: none"> 1. All drafting issues shall be resolved in the reworked Concession Agreement.
118	RANHILL-JUSCO	Concession Agreement – clause 3 (b)	Re “...Existing Assets <u>from</u> AMC...” to clarify if those Existing Assets (a) will be assets owned by AMC or (b) made available by AMC (regardless the ownership) - It is necessary to ascertain if those Existing Assets owned by AMC. If they are not owned by AMC but will nevertheless be made available by AMC, the Agreement ought to be revisited to take into account (a) AMC’s representation that they	<ol style="list-style-type: none"> 1. All drafting issues shall be resolved in the reworked Concession Agreement.

			have the right to make available those Existing Assets to Concessionaire; (b) and as such, shall indemnify Concessionaire should there be any 3 rd parties' claims as a result of Concessionaire's usage of those Existing Assets; (c) the timeline for the Existing Assets to be made available to the Concessionaire must be provided and it should be in tandem with the timeline for the Concession (where applicable); (d) consequences if AMC failed to make available within the agreed timeline.	
119	RANHILL-JUSCO	Concession Agreement – clause 3 (j)	To specify in detail “other such activities incidental to the foregoing or proper or desirable for the safe, efficient and economic operation of the Project” - The provision is too wide and should be specified in detail. This “general blanket of approval”, ought to be made subject to such additional payment (eg Water Payment) made to Concessionaire.	<ol style="list-style-type: none"> 1. The CA is self explanatory; 2. No further modifications are required.
120	RANHILL-JUSCO	Concession Agreement – clause 5.1	To ascertain if its relevant to include in this provision, clauses 4(c)(ii), 6, 12. - Cl 4(c)(ii) – relates to 2 nd phase Concession Period i.e.. from COD to last date of Concession Period Cl 6 – relates to performance security which is to take effect from Appointed Date Cl 12 – relates to Insurances to be subscribed during Construction and Rehabilitation Period which only kicks in after Appointed Date.	<ol style="list-style-type: none"> 1. All drafting issues shall be resolved in the reworked Concession Agreement.
121	RANHILL-JUSCO	Concession Agreement – clause 5.2	To insert timeline for the CPs to be fulfilled - The Appointed Date is only determinable after all CPs have been fulfilled but there is no timeline provided for those CPs to be fulfilled. Hence, this may lead to unnecessary delay. Though clause 5.6 may indicate that all CPs are to be fulfilled on/before end of Preparatory Period, clause 4(a) provides that the	<ol style="list-style-type: none"> 1. It has been agreed to insert a Long Stop Date.

			“Preparatory Period” shall be ending on Appointed Date which in turn relies on when the CPs are fulfilled. “Virtual cycle”	
122	RANHILL-JUSCO	Concession Agreement – clause 5.2(a) (iii)	Is the letter of commitment from the Sponsors necessary noting that execution of those Project Agreements is also a CP (see clause 5.2(a)(vi)) - On assumption that “Project Documents” in clause 5.2(a)(vi) is meant to be “Project Agreements”?	1. Sponsors’ letter of commitment with respect to investment in the Concessionaire and agreement with Concession Agreement
123	RANHILL-JUSCO	Concession Agreement – clause 5.3(c)	To substitute the word “or” with “and”. - Noting that both Concessionaire’s CPs and AMC’s CPs are equally important for the execution of the Works. To also expand this clause to provide for timeframe for the “receiving Party” to revert with its confirmation that it agrees that such CPs have been fulfilled/waived (as the case may be).	1. All drafting issues shall be resolved in the reworked Concession Agreement.
124	RANHILL-JUSCO	Concession Agreement – clause 5.4	To substitute the word “or” with “and” - Noting that both Concessionaire’s CPs and AMC’s CPs are equally important.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
125	RANHILL-JUSCO	Concession Agreement – clause 5.7(a)(A)	To clarify this 1% threshold is based on the Bid Security sum. - Clarification to avoid ambiguity	1. All drafting issues shall be resolved in the reworked Concession Agreement.
126	RANHILL-JUSCO	Concession Agreement – clause 7.1(a)	To delete the words “...the Land Delivery Schedule as set out in...” appearing immediately before the words “SCHEDULE III” - This is necessity for consistency of application throughout the Agreement.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
127	RANHILL-JUSCO	Concession Agreement – clause 7.1(a)	To clarify why the last sentence in this clause omitted “...Portion B...” - Clarification for better understanding.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
128	RANHILL-JUSCO	Concession Agreement – 10.2 (c)	Error in cross referencing – Clause 19.2 (b) - It should be Clause 20.1 (b)	1. All drafting issues shall be resolved in the reworked Concession Agreement.

129	RANHILL-JUSCO	Concession Agreement – clause 12(b)	Pls clarify example quoted. - Clarification for better understanding	1. All drafting issues shall be resolved in the reworked Concession Agreement.
130	RANHILL-JUSCO	Concession Agreement – clause 13	To capitalized the words “user fees” as set out in the last line. - It is a defined words.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
131	RANHILL-JUSCO	Concession Agreement – clause 15.1	To clarify relevance of referring to “Clause 4(c)(ii)” hereto is for Operation & Maintenance period. - Clarification for better understanding	1. All drafting issues shall be resolved in the reworked Concession Agreement.
132	RANHILL-JUSCO	Concession Agreement – clause 15.1(a)	To clarify the intention of this clause noting that the Existing Assets list should have been finalized as at execution of this Agreement for inclusion as an appendix i.e.. Schedule IX. - Clarification for better understanding and to avoid discrepancy between the list in Schedule IX and that to be jointly compiled by AMC and Concessionaire under this clause 15.1(a).	1. All drafting issues shall be resolved in the reworked Concession Agreement.
133	RANHILL-JUSCO	Concession Agreement – clause 15.2(b)	To clarify what is the timeframe for AMC, Independent Engineers (and their consultants) be required to submit their comments. To expand this clause to allow for “deeming approval” if no comment is received within such timeframe. - Necessary for efficient implementation.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
134	RANHILL-JUSCO	Concession Agreement – clause 15.3(a)(i),(ii) and (iii)	Can the framework/threshold (in the respective sub-clauses) be agreed and set out herein? - The requirements under the respective sub-clauses appear to create uncertainty as to what exactly the Independent Engineer will be looking for, in order for Concessionaire to be considered to have fulfilled these requirements.	1. The Concessionaire is expected to provide his work plan through Construction and Rehabilitation Period; 2. Independent Engineer is expected to review and approve the same
135	RANHILL-JUSCO	Concession Agreement – clause 16.2(a)(ii)	What is “Deputation Period”? Pls clarify the meaning of the word “...following the Deputation Period...”	1. All drafting issues shall be resolved in the reworked Concession Agreement.
136	RANHILL-JUSCO	Concession Agreement – clause	Like clause 29(b) it must be clarified that such	1. All drafting issues shall be resolved

		29(a)	obligation to supply provided it will not tantamount to any breach of Concessionaire's obligations to supply to the Supply Area. – Clarification	in the reworked Concession Agreement.
137	RANHILL-JUSCO	Concession Agreement – clause 30	To clarify that AMC is obliged to pay even if AMC disagree with the claims, which matter will be later referred to clause 37. – Clarification	1. The requisite clarification is not the intent behind clause 30.2
138	RANHILL-JUSCO	Concession Agreement – clause 31.1	Since there is an exclusion in clause 23(a) whereby Concessionaire is obliged to supply even if there is “Force Majeure”, this clause should have such exclusion clause. – Clarification	1. The concessionaire is expected to supply water sourced privately and through tankers; 2. No clarification is required.
139	RANHILL-JUSCO	Concession Agreement – clause 31.7(b)(i)	What is the definition for “Non-Political Event”? Why should Concessionaire be required to bear its own cost? – Clarification	1. Please refer to Clause 31.2.1 and 31.2.2 (a).
140	RANHILL-JUSCO	Concession Agreement – clause 32.1(b), 32.2 and 32.3(b)	To clarify the threshold of 1% and 10% (as the case may be) are based on the Performance Security provided or the contract value/Project Cost. - Clarification for better understanding	1. The Clauses are self explanatory
141	RANHILL-JUSCO	Concession Agreement – clause 33.2	To include “Account Default” (see clause 8.2 of the Sch XIV – Water Payment Reserve Account Agreement) as AMC Event of Default - To be consistency particularly noting the material of this breach i.e.. Account Default.	1. All drafting issues shall be resolved in the reworked concession agreement.
142	RANHILL-JUSCO	Concession Agreement – clause 34.4 (c)	To expand this to include such other costs and expenses incurred eg. funding cots pursuant to the Financing Documents, claims form such 3 rd parties relating to this Project directly etc - To compensate Concessionaire accordingly.	1. The Clause stands unchanged
143	RANHILL-JUSCO	Concession Agreement – clause 35.1(a)	To streamline this with “Material Breach” which has been clearly and sufficiently defined in Schedule 1. Also, the Concessionaire shall be given right to remedy the default within the cure period instead of not given any opportunity to cure the default upon being notified by AMC. - This amendment is necessary so that the	1. All drafting issues shall be resolved in the reworked concession agreement.

			<p>understanding is clear across the Agreement as to in what circumstances will result in a breach that is so serious that tantamount to eg. termination of this Agreement instead of leaving it at the absolute discretion of one Party.</p> <p>It is necessary to allow Concessionaire the opportunity to remedy/cure the Material Breach. Furthermore, clause 35.5 requires Concessionaire to bear all reasonable cost incurred to remedy the same.</p>	
144	RANHILL-JUSCO	Concession Agreement – clause 35.1(b)	Please clarify if there is any governing laws that provide what tantamount to “public emergency” or “public interest”? - It is necessary for Concessionaire to be aware of these circumstances to better prepared itself in implementing the Project.	<ol style="list-style-type: none"> 1. There are no laws amounting to public emergency or public interest, however there is a number of case law available wherein courts have from time to time elaborated and expounded on the same
145	RANHILL-JUSCO	Concession Agreement – clause 35.3	Concessionaire to be given the 1 st opportunity to rectify the default/emergency. Only if the Concessionaire fails, AMC has the absolute right to either step in and to it on its own or engage 3 rd parties. - For all fairness of the arrangement and furthermore, Concessionaire is bearing the reasonable cost to be incurred.	<ol style="list-style-type: none"> 1. Please refer to clause 35.2. This has already been provided for.
146	RANHILL-JUSCO	Concession Agreement – clause 35.5	To expand these clauses to require production of original receipts for any claims made against Concessionaire - For audit purposes.	<ol style="list-style-type: none"> 1. AMC may consider this suggestion in final draft of the Concession Agreement
147	RANHILL-JUSCO	Concession Agreement Schedule 1 – Definition “Contract Month”	To insert the word “calendar” immediately before “...month...” appearing on the 1 st and 2 nd lines To substitute the alphabet “A” with “B” immediately after the word “...portion ...” - Typographical error	<ol style="list-style-type: none"> 1. All drafting issues shall be resolved in the reworked Concession Agreement.
148	RANHILL-JUSCO	Concession Agreement Schedule 1 – Definition “Material Breach”	To provide the draft Water Payment Reserve Account Agreement. - This is supposed to be attached to this Agreement as an appendix – Schedule XIV. Necessary to understand the	<ol style="list-style-type: none"> 1. All drafting issues shall be resolved in the reworked Concession Agreement.

			terms therein as any default therein may tantamount to “Material Breach”	
149	RANHILL-JUSCO	Concession Agreement Schedule 1 – Definition “Portion B of the Project Site”	To substitute the alphabet “A” with “B” immediately after the word “...portion ...” - Typographical error	1. All drafting issues shall be resolved in the reworked Concession Agreement.
150	RANHILL-JUSCO	Concession Agreement Schedule 1 – Definition “Project Facilities”	To clarify the definition for “Existing Facilities”. - Definition for the words “Existing Facilities” were not provided in the draft Agreement. To also clarify the understanding “...(both before and during the Concession Period.)” - If it’s in reference to “Existing Facilities” shouldn’t it be limited to those facilities prior to the commencement of this concession?	1. All drafting issues shall be resolved in the reworked Concession Agreement.
151	RANHILL-JUSCO	Concession Agreement Schedule 1 – Definition “Supply Area”	To expand this definition and clarify the exact jurisdictional boundaries of AMC. - To avoid ambiguity it is necessary to provide for this in the Agreement.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
152	RANHILL-JUSCO	Concession Agreement Schedule 1 – Definition “Transfer Date”	What is the “calendar day immediately after the date of expiration of the Concession Period” is not a business day? - Clarification for better understanding.	1. Calendar day is not a business day. It is the date falling immediately after the date on which the CA expires.
153	RANHILL-JUSCO	Concession Agreement Schedule 1 – Definition “Works”	Re definition of “Works”. To clarify the intention to include the words “...and/or Project Contractors...”. - Since Works have been entrusted to the Concessionaire and the Concessionaire shall be solely responsible and accountable to AMC regardless whether it was sub-contracted or not. As not to complicate matter, pls consider to remove the words “...and/or Project Contractors..” in the definition of “Works”.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
154	RANHILL-JUSCO	Concession Agreement Schedule 1 – Definition “Water Payment”	To delete the word “in” appearing immediately before the words “to be”, and insert the word “in” immediately before the words “...accordance with...” - Typographical errors	1. All drafting issues shall be resolved in the reworked Concession Agreement.

155	RANHILL-JUSCO	Concession Agreement Schedule IV – 1 st paragraph “In accordance with Clause 15.4 of this Agreement, ...”	To substitute clause 15.4 with 15.3 - Typographical error	1. All drafting issues shall be resolved in the reworked Concession Agreement.
156	RANHILL-JUSCO	Concession Agreement Schedule IV – 2 nd paragraph “The Concessionaire shall also provide details of the funding ...”	To define the word “Grant” - No definition provided for such word.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
157	RANHILL-JUSCO	Concession Agreement Schedule IV – 6 th paragraph” If in the case the Concessionaire fails to compete...”	The word “operator” appearing in the 2 nd line therein should be substituted with “Concessionaire” - Clarification for better understanding	1. All drafting issues shall be resolved in the reworked Concession Agreement.
158	RANHILL-JUSCO	Concession Agreement – Schedule VI Calculation of Water Payment and Invoicing	What is the definition of “User Fee Payment” - Clarification for better understanding.	1. All drafting issues shall be resolved in the reworked Concession Agreement.
159	RANHILL-JUSCO	Concession Agreement – Schedule VI	To clarify definitions for the following words – (a) Water Delivery Point, (b) Water and (c) Rehabilitated Water Distribution Network. - Clarification for better understanding	1. All drafting issues shall be resolved in the reworked Concession Agreement.
160	RANHILL-JUSCO	Concession Agreement – Schedule XIV – Water Payment Reserve Acc Agreement – 2.1(b)	Isn't it necessary for Concessionaire to also be involved in the appointment noting that it is also one of the beneficiaries (see clause 2.1(c))? - For an effective appointment of Trustee.	1. No changes suggested
161	RANHILL-JUSCO	Concession Agreement – Schedule XIV – Water Payment Reserve Acc Agreement – clause 2.5	What about Concessionaire's rights on the account as set out in Concession Agreement eg clause 25(c) etc - To avoid oversight.	1. There is no inconsistency between the clauses.
162	RANHILL-JUSCO	Concession Agreement – Schedule XIV – Water Payment Reserve Acc Agreement – clause 4.1 and 4.2	This is inconsistent with clause 25(b) Concession Agreement whereby Concessionaire is entitled to draw from this account too. What happens if AMC failed to make payment, how would Concessionaire be assured of payment? - For consistency in protecting Concessionaire's interest on terms agreed as per Concession Agreement.	1. The Clause stands unchanged
163	RANHILL-JUSCO	Concession Agreement –	How could Concessionaire be assured that its	1. The Clause stands unchanged

		Schedule XIV – Water Payment Reserve Acc Agreement – clause 4.3 and 5	authorized rep with included in the mandate noting that AMC has the absolute discretion (see clause 5)? - To assure the rights given to Concessionaire are practicable.	
164	RANHILL-JUSCO	Concession Agreement – Schedule XIV – Water Payment Reserve Acc Agreement – clause 10	What is the timeframe given for amicable resolution before the matter be elevated to Arbitration? - For clarity	1. AMC shall incorporate a time period of 90 days for amicable resolution
165	RANHILL-JUSCO	Concession Agreement – Schedule XIV – Water Payment Reserve Acc Agreement – clause 11.11	Concessionaire be allowed to assign for Funding exercise re Funding Documents. - Necessity for Concessionaire to raise funding as contemplated under Concession Agreement.	1. The Clause is amply clear
166	RANHILL-JUSCO		"Operation and maintenance of the Project Facilities according to Good Industry Practice" is a subjective statement. Concessionaire shall submit an O&M Plan wherein it shall describes its maintenance practices and OMP shall be the basis for measuring performance by AMC/IE	1. It is fairly standard that the Concessionaire commits to implementing the Project in accordance with good industry standards; 2. AMC may however consider the specific proposal and take a call.
167	RANHILL-JUSCO	21.7h, Vol III	Concession agreement does not give liberty to Concessionaire for termination of project contractor engaged by Concessionaire itself. This clause shall be omitted to facilitate Concessionaire have absolute control over its project contractor.	1. This has been discussed above in this section
168	JMC-MBL-SREI		Is there any existing Groundwater regulation acts being implemented in Aurangabad? What measures (if any) are available to prevent ground water extraction - for both domestic and commercial purposes?	1. AMC is not aware of such regulation, if any
169	Jindal-HCC-Manila		We request AMC to provide tax holiday for the Concessionaire	1. It is not AMC's jurisdiction
170	CASCAL-EA-NCC	Arbitration Cl 37.2	A fairer site for arbitration may be Mumbai to avoid local influences.	1. AMC does not agree with the suggestion
171	CASCAL-EA-NCC	Project information 2.1.3	It would be helpful if the Authority undertook that it has provided all relevant information in its	1. AMC may consider this incorporating in the final Concession Agreement

			possession and whilst not guaranteeing the information had used its best endeavors to ensure that it is accurate. - This approach would demonstrate that every effort had been made to make the information available to bidders as accurate and complete as possible.	
172	CASCAL-EA-NCC	2.9.3 Information supplied	The bidders will use the information provided by the Authority for which there will be no means of checking. It is unreasonable that no matter what the error or the consequences thereof, the Bidder takes all of the risk. - Delete (c) and (e)	1. The Clause stands unchanged
173	CASCAL-EA-NCC	Terms of Bidding Clause 2.1.6 and Clause 4.2.1 (i)	Clarifications which do not change the main features of the bid should not be grounds for disqualification - It can be helpful for Bidders to explain their interpretation of the complex documentation in bids such as the Aurangabad Concession.	1. The AMC shall return Bid Security in case of rejection of any Bid for any reason
174	CASCAL-EA-NCC	Volume I, Clause 2.16	The bid security can be forfeited for a failure to submit a non-responsive bid. It should be possible for a bid to be rejected on these grounds but forfeiture of the bid security is unreasonable - This criterion is too subjective as a basis for calling the bid security.	1. The AMC shall return Bid Security in case of rejection of any Bid for any reason

Section 4: Technical Aspects

No	Bidder	Reference on the RFP document	Query	Reply
1	CASCAL-EA-NCC Veolia	 Volume II; Clause 1.1.13 B (i); Estimates	<p>The estimates of expenditure are several years old and many of the costs cannot be determined with any degree of accuracy during a bid period.</p> <p>The MJP Schedule of Rates used for preparation of estimates is 2005-06 - While comparing the MJP Schedule of Rates 2005-06 (during which the DPR was prepared) with the current MJP Schedule of Rates 2009-10, it is noticed that the rates for most of the Items have been increased by 2 to 3 times (compared to 2005-06 MJP SR rates). Hence, the cost estimates for Parallel Water Supply Scheme presented in the DPR need to be revised accordingly. Additional mobilization of the funds may be required either by AMC or by Concessionaire. Kindly clarify how this issue will be mitigated by AMC before the bidding stage.</p>	<ol style="list-style-type: none"> 1. The DPR has now been revised as per MJP CSR and the revised cost now works out to be Rs.792.20 Crores 2. Revised estimated cost of the Project is attached as Annexure 4
2	Veolia	Volume II; 1.1.13 (d)	<p>Cost of replacement of various components of Water supply system after their life cycle. - Various components requires replacement after their full life cycle is completed. For example, customer water meters, bulk water meters, valves, pumping machinery etc., Please confirm whether the cost towards such replacements have been considered in the Project Cost. If considered, please provide year wise list of components considered for replacement.</p>	<ol style="list-style-type: none"> 1. The life cycle of Civil Structures / components should be more than concession period; 2. Details of Mechanical & Electrical items are attached as Annexure 5, Asset_1 to Asset_7; 3. Replacement cost of these items is not considered in the project cost and it will be responsibility of the Concessionaire to replace them, if necessary

No	Bidder	Reference on the RFP document	Query	Reply
3	JMC-MBL-SREI		Please mention what details are to be covered in Household survey	1. AMC shall provide broad Terms of Reference for the household survey to all Bidders
4	CASCAL-EA-NCC	Schedule II Service standards	<p>Individually these are very optimistic service standards when they are combined in this manner. With an underdeveloped organisation and assets in such poor condition they become almost impossible to achieve. There are too many requirements in too short a space of time.</p> <p>What is requested here has never been achieved anywhere in the world.</p> <p>The risk is that imposing penalties and restrictions reduces the cash to the Operator making the completion of projects more and more difficult. - Suggest that the severe penalties are removed to be replaced by incentives, reducing over time, for completion of the various projects.</p>	1. Please refer revised Service Level Requirements attached as Annexure 11 to this document
5	IL&FS-Acciona	Service Level Requirements	<p>Installation of bulk distribution meters - 100 % sites shall not be possible within end of 1st year. Suitable modification need to be mentioned on this condition.</p> <p>Coverage of the service area - 100% coverage shall not be possible within end of 1st year. Suitable modification need to be mentioned on this condition. 100% coverage shall be possible at the end of 2nd year. Suitable modification need to be mentioned on this condition.</p> <p>Installation of bulk distribution meters - 100 % sites shall be possible at the end of 2nd year.</p>	1. Please refer revised Service Level Requirements attached as Annexure 11 to this document

No	Bidder	Reference on the RFP document	Query	Reply
			<p>Suitable modification need to be mentioned on this condition.</p> <p>Installation of meters at consumer connections - 100% site shall be possible at the end of 3rd year. Suitable modification need to be mentioned on this condition.</p> <p>Consumer Coverage - Year 4 to 20 - Consumers must be as per the property tax assessment.</p> <p>Functionality of the consumer meters - Functionality of the consumer meters for 95 % performance shall not be possible at the start of 4th year, same can be achieved within 6th year. - As per our understanding regarding the functionality of the meters, anything below 95% performance achievement, the Concessionaire shall not get the entire 10% weightage for the variable payment. This carries significant revenue risk affecting the project viability. Hence this needs to be changed and a stepped up mechanism should be put in place where weightage is given for various levels of performance achievement</p>	
6	IL&FS-Acciona	Service Level Requirements	<p>The water billed to the end consumer should be at least 85% of the water Sourced –</p> <p>Shall not be possible at the start of 4th year, same can be achieved by the 9th year. As per our understanding regarding this condition, the water loss above 15% from source to consumer point, the Concessionaire shall not get the entire 25% weightage for the variable</p>	<p>1. Please refer revised Service Level Requirements attached as Annexure 11 to this document</p>

No	Bidder	Reference on the RFP document	Query	Reply
	JMC- MBL- SREI		<p>payment. This carries significant revenue risk affecting the project viability.</p> <p>Hence this needs to be changed and a stepped up mechanism should be put in place where weightage is given for various levels of water loss Also the weightage given for water loss seems to be higher side, requested to change the same in a reasonable manner.</p> <p>The Service level of NRW level of 15% is idealistic within 3 years time. This may be set as follows:</p> <p>End of First Year (Excluding Preparatory Period) : 40 %</p> <p>End of Second year : 35 %</p> <p>End of Third Year : 30 %</p> <p>End of Fourth Year : 25 %</p> <p>End of Fifth Year : 20 %</p>	
	Mahindra- Suez	Volume III – schedule II	Year 4 to 20 – The water billed to the end consumer should be at least 85% of the water	

No	Bidder	Reference on the RFP document	Query	Reply
	UPL-PIL-SEB		<p>sourced. According to the water audit the present NRW value is 50%. Reducing NRW from 50% to 15% in 3 years is unrealistic. This has not been achieved anywhere in the world in a city of the size of Aurangabad. The pace is too fast plus the ultimate target of 15% is probably too aggressive. Various mechanisms are possible among which defining the NRW target after 1 or 2 years after Appointed Date. This point has to be carefully discussed.</p> <p>With our experience of NRW at international level, an NRW level of 15% by 4th year is not achievable, especially with a kind of losses of more than 50% in the existing network. We request AMC to kindly relax this parameter.</p>	
	Ranhill-JUSCO	Vol-3, Concession Agreement, Schedule II	<p>15% NRW by end of year 4 is unreasonable and has not been achieved anywhere in the world in citywide projects in 3 years</p> <p>(i) 15% NRW is too low and may not have economic rationale given the linkage between investments required and tariff levels. It should be capped at 20%.</p> <p>(ii) The NRW target of 15% by end of year 4 should be changed. This should be gradually reduced (from current level of ~ 50%) to 20% by year 7.</p>	
	UPL-PIL-SEB		Water billed to the end consumer should be 85% of the sourced water in year 4	
	Mahindra-Suez		Year 4 to 20 – The water billed to the end consumer should be at least 85% of the water	

No	Bidder	Reference on the RFP document	Query	Reply
			<p>sourced - According to the water audit the present NRW value is 50%. Reducing NRW from 50% to 15% in 3 years is unrealistic. This has not been achieved anywhere in the world in a city of the size of Aurangabad. The pace is too fast plus the ultimate target of 15% is probably too aggressive. Various mechanisms are possible among which defining the NRW target after 1 or 2 years after Appointed Date. This point has to be carefully discussed. definitely needs some brainstorming. Various solutions possible. Would it be acceptable to say that this target will be agreed upon after 1 year ?</p>	
7	IL&FS-Acciona	Service Level Requirements	<p>Supply of water, 24 hours, throughout year. The parameter shall be measured based on the pressured as determined between Independent Engineer and the Concessionaire at specific points. –</p> <p>Shall not be possible at the start of 4th year, same can be achieved by 7th year.</p> <p>As per our understanding on this condition, the supply of water less than 24 hours, the Concessionaire shall not get the entire 20% weightage for the variable payment. This carries significant revenue risk affecting the project viability.</p> <p>Hence this needs to be changed and a stepped up mechanism should be put in place where weightage is given for various supply hours per day</p>	<p>1. Please refer revised Service Level Requirements attached as Annexure 11 to this document</p>

No	Bidder	Reference on the RFP document	Query	Reply
	Mahindra-Suez SPML-NWSC-VTWL UPL-PIL-SEB	Vol 1-ITB-1.1.3 (iv)	<p>Year 4 to 20 - 24 hours, throughout year. 3 years to shift from the present intermittent supply to a 24 hours supply is too aggressive. 4 to 5 years is probably more realistic.</p> <p>maintaining water supply at 24x7 through building new / rehabilitated distribution and transmission systems - How feasible is 24/7 supply.</p> <p>Supply of 24 hour water by year 4 - AMC need to rationalize as the capital investment plan for Distribution is inadequate and at present water supplied once in 2 days with limited coverage</p>	
8	Mahindra-Suez	Volume III – schedule II	production of pure water - We are not in favour of defining the performance that way (producing 135 mld). What matters is to meet water demand whatever it is (below or above 135 mld). A more appropriate mechanism needs to be found.	1. Please refer revised Service Level Requirements attached as Annexure 11 to this document
9	Veolia	Service Level Requirements	<p>Please clarify and confirm the following:</p> <p>1. This being 20 years concession contract, all Service Level Requirements shall be measured on yearly basis instead of quarterly basis</p> <p>2. It is suggested not to measure Service Level requirements during the Construction and Rehabilitation period, and both the Fixed and Variable payments shall be made to the Concessionaire without any deductions during concession period.</p> <p>3. Fixed and Variable Payment:</p>	1. Please refer revised Service Level Requirements attached as Annexure 11 to this document.

No	Bidder	Reference on the RFP document	Query	Reply
			<p>Concessionaire payment is already linked User Fee and the Annual Grant. Hence, it is suggested to increase the Fixed Payment portion to 80% from the existing 40% and accordingly reduce Variable Payment portion to 20% from the existing 60% which is reasonable.</p> <p>4. Fixed and Variable Payment: Kindly confirm, how fixed and various payments will be considered in case of "Premium" offered by Concessionaire?</p> <p>5. Coverage of the Service Area/ Consumer Coverage: It is practically not possible to have 100% coverage of existing customers during concession period because of various technical and social issues and hence suggested to change this to 90% during Construction and Rehabilitation period and increase gradually from 90% to 100% during the next 10 years O&M period.</p> <p>6. Functionality of the consumer meters: It is practically not possible to measure functionality of the consumer meters and hence we request you to delete this particular Service Level Requirement during the O&M period.</p> <p>7. Water Loss: This is highly impossible to achieve 85% of efficiency. It takes between 5 to 7 years to reach this level of efficiency from the beginning of COD. Hence, it is suggested that the network efficiency is</p>	

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			<p>gradually increased from 70% at the beginning of COD and reach 85% after 7 years.</p> <p>8. Supply of Water: For clarity and for estimation of the required equipments if any, it is better to define the procedure to measure this parameter before the bidding stage.</p> <p>9. Weightage: The weightage proposed for release of Variable payment is very high. Already Concessionaire is taking the risk of collection i.e., User Fee. Hence, we propose to have a maximum penalty of 0.01% of the Annual Grant per year for not meeting the Service Level Requirements.</p>	
10	UPL-PIL-SEB Jindal-HCC-Manila	Volume III, Schedule II	<p>SERVICE LEVEL EQUIREMENTS Coverage of the service Area- 100% in year 1 - Should be a realistic schedule as present AMC is not able to cater to more than 50% area and no distribution O&M has happened. Should be amended to year 5 after complete construction refurbishment and normalization</p> <p>Service level requirement for 100% coverage - Please give method on how will coverage be measured. What will be the definition of covered area?</p>	1. Please refer revised Service Level Requirements attached as Annexure 11 to this document.
11	UPL-PIL-SEB	Volume III, Schedule II	Installation of meters at consumer at 100% sites by year 3 - AMC to review as this might not be feasible. Metering and consumer regularization plan backed by proper communication by AMC is required for it to be successful resistance and community take up.	1. Please refer revised Service Level Requirements attached as Annexure 11 to this document
12	UPL-PIL-SEB	Volume III, Schedule II	Functionality of consumer meter at 95% in year 4 - Higher failure rates quite likely due to lack	1. Please refer revised Service Level

No	Bidder	Reference on the RFP document	Query	Reply
			of high quality meters and intermittent supply in the first 3 years or infeasibility of providing continuous supply under pressure in certain areas	Requirements attached as Annexure 11 to this document
13	UPL-PIL-SEB	Volume III, Schedule II	Complaint management mechanism - 80% of the complaints received should be attended within 24 hours and resolved within 72 hours in year 4 - AMC need to rationalize as the necessary repairs to the consumer internal plumbing, inability to meet continuous pressurised water situation or inadequate distribution rehabilitation budget might make this infeasible	1. Please refer revised Service Level Requirements attached as Annexure 11 to this document
14	IL&FS-Acciona	Clause 1.1.3, (iv), Vol 1, RFP (iv) Increasing the piped water supply coverage to the entire population of the Aurangabad city and maintaining water supply at 24x7 through building new / rehabilitated distribution and transmission systems;	<p>According to this clause, our understanding on scope of work is as listed below,</p> <p>Providing piped water supply system to the existing house holds, commercial areas and Industries which covered under the property tax assessment within the exiting corporation boundary limit.</p> <p>Providing water supply system to the future expansion areas, which is presently out of corporation boundary limit will be treated as additional scope of work with mutually agreed payment mechanism.</p> <p>At this stage, it is difficult to ascertain the development of new layouts within the existing corporation limit which may be developed during the concession period. Providing the water supply system for those areas / new layouts under city corporate plan may be treated as additional scope of work with mutually agreed payment mechanism.</p> <p>Any new expansion / enhancement of water supply projects by means of any other new</p>	<ol style="list-style-type: none"> 1. The Concessionaire is expected to provide water supply to all households having authorized water connection; 2. Aurangabad city is growing within the boundary limit (Service Area) and the Concessionaire is expected to provide water supply to this growing area within Aurangabad Corporation Limit; 3. The Concessionaire may consider providing water, after fulfilling water demand of the Service Area to the area outside this Service Area after fulfilling the demand of Aurangabad Municipal Corporation area; 4. The distribution system design prepared by the AMC has considered the water demand through 2041; 5. The Concessionaire is not expected to build components considered for the Phase II

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			water source and due to increase of water demand during the concession period may be treated as additional scope of work with separate payment mechanism.	
15	IL&FS-Acciona	Clause 1.1.3, (v), Vol 1, RFP (v) Reduction of non-revenue water by reduction of technical losses through leakage management and reduction of commercial losses in water supply system through identification and regularization of illegal connections;	According to this clause, the concessionaire will provide all necessary technical support for identification and regularization of illegal connections. However it is requested to provide all necessary administrative and legal support by AMC. Please provide the following existing details, Total no.of legal connections Indicative no. of illegal connections No. of property tax assessments within the AMC corporation boundary limit. Total no. of domestic connections(legal) Total no. of non-domestic connections(legal) Total no. of Industrial connections(legal)	<ol style="list-style-type: none"> 1. This information is provided in Volume II of the RFP Document; 2. The Concessionaire is expected to conduct his own field survey during preparatory period
16	JMC-MBL-SREI		Request AMC to share property tax details - to get info about number of commercial units in AMC	<ol style="list-style-type: none"> 1. Indicative information of residential properties and commercial properties as assessed by MSECDL, Aurangabad is attached herewith as Annexure 19
17	IL&FS-Acciona	Clause 1.1.9 & 1.1.10, Vol I, RFP 1.1.9 The Authority will set the water tariffs in accordance with the terms of the Draft Concession Agreement and its obligations under the Bombay Provincial Municipal Corporations Act, 1949.	Concessionaire's opinions (if any) may also be considered for setting up the water tariff & water bylaw. This may help to improve functionality of meter and billing/ collection system with better cooperation from the end user. Since the collection risk for the Project will be borne entirely by the Concessionaire, it is necessary to consider the Concessionaire's views for setting up the water tariff & water bylaw.	<ol style="list-style-type: none"> 1. AMC has determined the water tariff through Concession Period based on resolution by General Body; 2. The said resolution attached herewith as Annexure 20; 3. The Bidders are expected to consider the same while submitting their Bids

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		1.1.10 Whilst the Authority will assist the Concessionaire in accordance with the terms of the Draft Concession Agreement for disconnecting connections that default in the payment of water tariffs, the collection risk for the Project will be borne entirely by the Concessionaire. The Authority shall not guarantee a minimum level of collection from the end users.		
18	IL&FS-Acciona	Schedule XI Responsibility and Sample testing lab - AMC to collect water sample, AMC may get the samples tested from a certified laboratory	Samples shall be collected & tested by the concessionaire under the Independent Engineer's supervision.	<ol style="list-style-type: none"> 1. Accepted, testing shall be done from District Public Health Laboratory or any other laboratory as approved by AMC; 2. The frequency of testing shall be as per norms set by GoM
19	IL&FS-Acciona	Schedule XV – Vol III,	Not enclosed, need to be provided.	<ol style="list-style-type: none"> 1. The Schedule stands deleted
20	IL&FS-Acciona	Maximum Water Demand	Please indicate present water demand Please indicate the maximum water demand during the concession period. Also confirm that the concessionaire's scope of work is limited upto the phase 1 water demand mentioned in the DPR / Mandatory project documents.	<ol style="list-style-type: none"> 1. Provided in DPR; 2. The Concessionaire is expected to provide water supply to the entire Service Area in Aurangabad Municipal Corporation limit through Concession Period; 3. The Concessionaire may estimate water demand based on his technical capability on reduction in water losses & theft (illegal

No	Bidder	Reference on the RFP document	Query	Reply
	Jindal-HCC-Manila	Sr.No.1.1.2 Service Reservoirs, P.N.6	The existing distribution network serves a population of about 10 lacs.	connections) and estimated water consumption
	Jindal-HCC-Manila	Future Requirement (as given by AMC) on P.N.15 under AMC Water Supply of DPR – Water Audit by STC	Tentative population for year 2011 will be 16,27,330 include 10,22,850 for City area and 6,04,780 for CIDCO area. Provide break up of 10 lacs population for each area under water district. Is this existing population to be considered for 2001 or 2005? Kindly clarify how to correlate two different data for calculation of population? Request to furnish population for year for 2011, 2026 & 2041.	4. Predicted population for the year 2011 - 11,48,789 Souls 2026 - 17,10,215 Souls 2041 - 24,49,493 Souls Ward-wise population and land-use has been given in Annexure 17 attached herewith.
	Jindal-HCC-Manila	1.2.1 Distribution System – Design parameters, P.N.7	<p><u>Sr. No. iii</u> Water requirement at source is 160 lpcd and net demand is 135 lpcd at consumer end by considering 15% system losses.</p> <p><u>Sr. No. vi</u> Design System for fire demand</p> <p><u>Sr. No. vii</u> Design System for floating population</p> <p>On considering population of 25 lacs for yr.2041, water requirement at source will be 400 MLD. There is net shortage of 40 MLD if consider existing system for 168 MLD (12 + 28 + 28 + 100) and proposed system for 100 MLD. In addition to above, system will be design for fire demand & floating population.</p> <p>Hence clarify the correct requirement of water for proposed system for year 2026 & 2041.</p>	<p>Yes.</p> <p>Fire demand is included in the Water Demand.</p> <p>Included in the Water Demand.</p> <p>Yes.</p> <p>System has to be designed for the capacity as stipulated in RFP document. Detailed list of components and principal features of system components has been attached as Annexure 6</p> <p>A statement of estimated demand is attached herewith as Annexure 7</p>

No	Bidder	Reference on the RFP document	Query	Reply
	Jindal-HCC-Manila	Future Requirement (as given by AMC) on P.N.15 under AMC Water Supply of DPR – Water Audit by STC	Total daily demand for year 2011 at 150 lpcd (including 15% losses) will be 287 MLD for population of 16,27,330. - Total demand for year 2011 will get changed if rate of 160 lpcd at source will be taken instead of 150 lpcd. Please clarify.	
	JMC-MBL-SREI		Please share details about average water consumption by the fire department	The demand from fire department is expected to be miniscule in an overall demand; No separate fire demand considered.
21	JMC-MBL-SREI		Please identify the users who should be provided with free water	1. No free water to be provided, except for the fire fighting
22	IL&FS-Acciona	Road restoration works and other road related works like construction of pipe culverts, pipe bridges, box culverts, railway crossings if any, NHAI & state highway crossings, village road crossings & Municipal road crossing structures etc.	For the purpose of pipe laying works, the existing road structures may require to be reconstructed to the extend. Please confirm that the cost towards road restoration with necessary supporting structures like pipe culvert & crossings shall be reimbursed by AMC upon Independent Engineer's certification.	1. Road restoration cost is included in estimated Project cost; 2. The Concessionaire is expected to bear the road restoration cost;
	Veolia	Scope & Cost of Road restoration	There is no provision in the DPR for road restoration. We assume that all the road restoration works are in the scope of AMC. Please confirm.	
	RANHILL-JUSCO		Kindly confirm who will undertake restoration of road when the during the concession works are undertaken to	

No	Bidder	Reference on the RFP document	Query	Reply
			<ol style="list-style-type: none"> 1. Lay pipelines (along the whole of a street/road) 2. To repair leaks (random locations in streets). 	
23	Jindal-HCC-Manila	<p>DCA - Recital C:</p> <p><i>AMC presently draws about 156 MLD of water at source level. The supply is intermittent and consumers receive water on alternate days. Currently AMC charges flat yearly tariff to its customers, for about 100,000 (one lakh) water connections under its jurisdiction. AMC has computerised its water billing procedure, but the integration of the collection system and issuance of computerised receipts for the same have not been implemented. As per the water audit report, non-revenue water accounts for about 50% of ex-treatment supply. The real losses are pegged at about 33% (water losses in distribution) and apparent/ commercial losses are at about 17%</i></p>	<ul style="list-style-type: none"> • Please clarify what is the component of “free supply” (in percentage terms) in the 17% (unauthorised consumption and free supply) mentioned in the Recital. • Please clarify that in the draft Concession Agreement, the component of ‘free supply’ is restricted to Clause 23. (b) only. • If not, then please specify where and under what situations (except Clause 23. (b)) free supply has to be provided by the Concessionaire while undertaking the operation of the Project. <p>The specific percentage of free supply and unauthorized consumption needs to be specified as a part of the scope of work of the Concessionaire is to “regularize illegal consumption”. The Bidder should therefore have an approximate figure, if not exact, as to what component forms the ‘free supply’ required to be made.</p>	<ol style="list-style-type: none"> 1. No free water supply, except for fire fighting; 2. The broad estimate regarding illegal connections is available in Volume II of the RFP Document

No	Bidder	Reference on the RFP document	Query	Reply
		<i>(unauthorised consumption and free supply).</i>		
24	Jindal-HCC-Manila	DCA: Clause 4(c), Preparatory period and concession period	<p>The Concession Period of 20 years will comprise two phases – i) Construction and Rehabilitation period (Year 2011 to 2014- 3 years) & ii) Operation and Maintenance Period (Year 2014 to 2031- 17 years)</p> <p>What about the requirement of Phase –II construction (should start at 2026 as per the requirement of year 2041)</p> <p>Within the Operation and Maintenance Period of 17 years, Stage II construction period is there. Whether operator will continue with the current assets upto the end of Concession period or need to create the new assets as per the requirement of Phase-II (year 2041)? Who will fund this?</p>	<ol style="list-style-type: none"> 1. Concession Period shall be 20 years; 2. Phase II investments shall be AMC responsibility;
25	Jindal-HCC-Manila	Volume-II, Distribution Network – Investment Required and Technical Specification 1.3.2, Page No. 10. Read together with Small Transmission Mains, Trunk Mains and Feeder Mains-required investment and proposed design Clause 1.3.2-III & 2.1	<p>Proposed Service Reservoirs: Design Period – 15 years for Stage I and 30 years for Stage II. Please clarify for designing purpose, which stage needs to be considered for designing. (Stage I or II)</p> <p>CIDCO Area – Trunk main Pipeline length 3105 upto 2026(Stage –I) and further 1945 for 2041 (Stage-II). Please clarify which length should be considered now. Stage –II, which is in the concession period we need to extend the pipeline further as mentioned? Who will fund?</p>	<ol style="list-style-type: none"> 1. Concessionaire may consider Stage I for designing purpose
26	Jindal-HCC-Manila	Volume – I, RFP: 1.1.3 (ii), Page no. 1	Construction and rehabilitation of transmission mains (Harsool Scheme), trunk main and feeder mains	<ol style="list-style-type: none"> 1. The probability of replacement of existing 450 mm diameter pipelines for both raw water and treated water conveyance is low,

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			<ul style="list-style-type: none"> Should we continue with the rehabilitation of Harsool scheme which is only 12 MLD? Suggest we defer / discontinue this old scheme to save on high O & M cost. Likewise please provide the drawing for the same 	<p>as condition of the system is fairly good;</p> <ol style="list-style-type: none"> Concessionaire should able to maintain this system through normal O&M; Drawings are not available, the Bidders may examine the alignment by site visit.
27	Jindal-HCC-Manila	Volume – I, RFP: 1.1.3 (i), Page no. 1	Construction of a new parallel water pipeline from Jaikwadi dam to Nakshtrawadi major balancing reservoir - PI provide the drawing for the same	<ol style="list-style-type: none"> Key plan is attached herewith as Annexure 21
28	Jindal-HCC-Manila	Volume –I , RFP Clause : 2.6, page 10	<p>“The implementation of the Project using longitudinally welded MS pipes of 2200mm diameter having ISI License (as per IS:3589) and ISO 9001 certification, is amended, to the effect that, the welded MS pipes shall be of a diameter of 2000mm”</p> <p>Kindly allow Spirally welded MS pipes also.</p>	<ol style="list-style-type: none"> The Concessionaire may use Spirally welded MS pipes subject to fulfilling the mandatory project requirements.
29	Jindal-HCC-Manila	Mandatory project Requirement: Appendix D, Page No. 168	Detailed specification for Staff Quarters - Please Provide the size of the Quarter (for class III and class IV)	<ol style="list-style-type: none"> The GA drawing and plan are attached with specifications in Annexure 8
30	Jindal-HCC-Manila	Distribution Network- Investment required and technical Specification- Page 10	Table 4: Proposed diameter, total length and pipe diameter. Bifurcation of pipe length of each diameter pipe is required.	<ol style="list-style-type: none"> Please refer Annexure 16
31	Jindal-HCC-Manila	DPR: page 61	<p><i>The dependability of this source is 95% (LBC of Jayakawadi Dam) hence, this is the only adequate source for Aurangabad City</i></p> <p>A water supply scheme should have 100% dependability at the source. Will AMC give the guarantee of the water availability at the source for the entire Concession period? The</p>	<ol style="list-style-type: none"> Water availability in Jayakwadi dam to fulfill the water demand is assured.

No	Bidder	Reference on the RFP document	Query	Reply
			Concessionaire should be given a relief mechanism if there is water scarcity in the source.	
32	Jindal-HCC-Manila	General	Please provide with Water Availability at Jaikwadi dam (113.28 mm ³) - Historical flow of the dam for last 25 years with 95% dependable flow	1. Attached as Annexure 9
33	Jindal-HCC-Manila	Mandatory Project Requirement – Water and Flow Meter	No provision for meter testing and calibration facility. - Who will provide the meter testing laboratory? What will we do with the defective meters? Who will certify the calibration of the meters	1. The facilities shall be provided by the concessionaire; 2. Calibration of meters shall be checked by the Independent Engineer and approved by the AMC.
34	Jindal-HCC-Manila	Mandatory Project Requirements	Please provide the layout of the available along with the contour of WTP area. Please provide the layout of the intake well along with it coordinates / contour of the area. Please provide the L-section of the existing piping / bulk transmission mains	1. Layout is attached herewith as Annexure 22 2. Layout is attached herewith as Annexure 23 3. Concessionaire shall draw the L section after working survey.
35	Jindal-HCC-Manila	Mandatory Project Requirements	We understand the Plant is to be designed including the intake pumping for 192 MLD with 24 hours pumping. Please confirm	1. The understanding is correct.
36	Jindal-HCC-Manila	Mandatory Project Requirements- P. 63	Lowest water level is given as 640.00 m, where we feel should be around 450.00 m. Pls check and confirm	1. Lowest water level of Jayakwadi Dam is RL 440m.
37	Jindal-HCC-Manila	Mandatory Project Requirements – P. 124	It was mentioned that the plant is to be designed for 192 MLD (7916.67 cum/hr) but then in page 128 the 192 MLD is equiv to 8000 cum/hr Pls check and confirm	1. The plant is to be designed for 192MLD i.e. 192/24=8000m ³ /hr.
38	Jindal-	Refer Cl.1.1.13. (B) (ii)	<u>Sr.No.2.2</u>	1. The drawing for Harsool dam to WTP to

No	Bidder	Reference on the RFP document	Query	Reply
	HCC-Manila	(b) of RFP Volume: 1, Instruction to Bidders Sr.No.2 Annexure, P.N.14	<p>Figure 1: Harsool Dam to WTP to Delhi Gate</p> <p><u>Sr.No.2.3 to 2.3.3</u> Figure 2, 2.1, 2.2 & 2.3 Network of trunk mains & feeder mains for year 2041 for city area, CIDCO area & Paithan Road area.</p> <p><u>Sr.No.2.4 to 2.4.3</u> Figure 3, 3.1, 3.2 & 3.3 Network of trunk mains & feeder mains for year 2026 for city area, CIDCO area & Paithan Road area.</p> <p>Please either provide all drawings or state where these all details are covered.</p>	<p>Delhi Gate is not available; the bidders may examine alignment by site visit;</p> <p>2. 2.1, 2.2, 2.3 and 3.1, 3.2, 3.3 – Small Transmission, Trunk and Feeder Main are attached herewith as Annexure 24</p>
39	Jindal-HCC-Manila	<p>Refer Cl.1.1.13. (B) (ii) (c) of RFP Volume: 1, Instruction to Bidders Sr.No.1.1.1 Water Supply Distribution work, P.N.4</p> <p>Sr.No.5 Review of Existing WSS & Action Plan, P.N.79 of DPR – Water Audit by STC.</p>	<p><u>Pipe Material</u> HPCL pipe is 0.28k.m.</p> <p><u>Table for Summery of Zone wise Pipe Length</u> DMK pipe is 13138m i.e.1.338k.m.</p> <p>Please clarify what id HPCL & DMK? Why size, material & length wise it is not matching in RFP & DPR?</p>	<p>1. The pipe material – HLCL 0.28 Kms stands deleted</p> <p>2. There is no DMK pipe mentioned in Clause 1.1.13. (B) (ii) (c) of RFP Volume: 1</p>
40	Jindal-HCC-Manila	Sr.No.1.1.1 Water Supply Distribution work, P.N.4	It is mentioned that Figure 1, 2 & 3 are provided. - Please provide same.	1. Figure 1, 2 and 3 are attached herewith as Annexure 24
41	Jindal-HCC-Manila	1.2.1 Distribution System – Design parameters, P.N.7	<p><u>Sr. No. V</u> Distribution losses are specified for 10% out of total 15% system losses</p> <p>Remaining 5% losses accounted from source</p>	1. The technical consultants considered losses of 15% in line with norms in CPHEEO Manual

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			supply to distribution system including WTP seems to be lower side. Please review & specify correctly as per technical requirement.	
42	Jindal-HCC-Manila	1.2.1 Distribution System – Design parameters, P.N.7	<p><u>Sr. No. vii</u> Design System for floating population of 1% of total population at rate of 45 lpcd water supply.</p> <p>Suggest the distribution of floating population in area wise of water districts. Because it may not be equally distributed among all districts. If floating population will cross 1%, then it is not Bidder responsibility to supply water for excess floating population. Please confirm.</p>	<p>1. The demand of 45 lpcd for assumed 1% floating population, i.e. 0.33% of entire demand is considered to be insignificant to make any significant impact for uniformly distributed or otherwise.</p>
43	Jindal-HCC-Manila	1.2.1 Distribution System – Design parameters, P.N.7	<p><u>Sr. No. x</u> Zoning: Design separate zone system if average elevation difference of 15 to 25 m will be observed.</p> <p>It is specified the whole system is to be designed for six nos. of zones. Hence if elevation difference will be taken into consider, then nos. of zones may increase or decrease. Also as per DPR by STC, there are eight nos. of zones. Please clarify.</p>	<p>1. The technical consultant has examined and divided the water distribution system in six zones on basis 15-25 m elevation difference;</p> <p>2. Existing eight zones are on basis of administrative division which are now proposed to be regrouped in six water zones on technical ground.</p>
44	Jindal-HCC-Manila	1.2.1 Distribution System – Design parameters, P.N.7	<p><u>Sr. No. vii</u> Zoning: Scour valves to be provided at low points I pipeline & all dead ends.</p> <p>It mean it is not Bidder responsibility to provide complete scouring system by means of pipeline or drainage system up to disposal point. If scouring system is under scope of work, the provide details of disposal system for year 2011, 2026 & 2041.</p>	<p>1. Whenever, a distribution pipeline is scoured, the drained water can be let out in nearest storm water drain by providing temporary flexible piping connection. Where gravity scouring is not possible, pumping can be resorted to let out drained water to nearest storm drain;</p> <p>2. This shall be Concessionaire's responsibility.</p>

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45	Jindal-HCC-Manila	1.2.2 Improvement in the existing distribution system, P.N.9	<ul style="list-style-type: none"> Discontinue ESR if found in bad condition or constructed more than 50 years. Prepare layout of distribution system on proposed road. Calculate future nodal demand based on land used. Replacement of AC, RCC, GI & PVC pipe. <p>Provide year of construction of all ESRs.</p> <p>Provide layout of proposed roads for year 2011, 2026 & 2041. Provide data of land use for year 2011, 2026 & 2041.</p> <p>Please confirm that replacement of all AC, RCC & PVC pipes for size up to 315 mm dia will be done by PE 10 pipe and for size 350 mm & above up to 750 mm will be carried out by DI pipe (K9/K7 class). Similarly replacement of GI pipe will be by MDPE pipe.</p>	<ol style="list-style-type: none"> The Required figures and data attached herewith as Annexure 24 AMC confirm the following: <ol style="list-style-type: none"> All AC, RCC, PVC and GI pipes shall be replaced All DI pipes \leq 600 mm shall be K9 and $>$ 600 mm shall be K7
46	Jindal-HCC-Manila	1.3.1. Proposed Distribution Pipelines, P.N.10 3.0 Comparison of Investment required for the distribution network using DI + PE pipes & all DI pipes.	<p>Total proposed length will be 1290 m.</p> <p>Total proposed length will be 1289780 m. i.e.1290 km</p> <p>It seems that the total pipe length of 1290 is in kilometer. Please confirm.</p>	<ol style="list-style-type: none"> The Understanding is correct
47	Jindal-HCC-	1.3.3. House Service Connection, P.N.11	MDPE pipes are proposed for House Service Connection.	<ol style="list-style-type: none"> MDPE pipes for house service connection shall be from distribution pipeline i.e. from

No	Bidder	Reference on the RFP document	Query	Reply
	Manila	1.4 Proposed Investment Required – Table 9 on P.N.12	<p>HDPE pipes are proposed for House Service Connection.</p> <p>It seems that the MDPE is to be provided for House Service Connection. Please confirm.</p>	ferule to the household meter.
48	Jindal-HCC-Manila	3.0 Comparison of Investment required for the distribution network using DI + PE pipes & all DI pipes	<p><u>Zone 4:</u> Proposed total length for yr.2026 is 105000 meter.</p> <p><u>Zone 5:</u> Proposed total length for yr.2026 is 48000 meter.</p> <p>Pleas provide individual length for PE 10 & DI (K9 / K7) for both Zone 4 & Zone 5</p>	<ol style="list-style-type: none"> 1. Please refer Annexure 16; 2. The breakup of proposed distribution pipelines-zone, diameter, length and pipe material, is based on preliminary engineering design & not detailed engineering
49	Jindal-HCC-Manila	3.0 Comparison of Investment required for the distribution network using DI + PE pipes & all DI pipes	<p><u>Existing Length – Retained</u> Total Retained for existing length for Zone 1, 2, 3 & 4 is 96833 m i.e. 96.833 k.m.</p> <p>In existing system total length of DI pipe is only 17.20k.m. (Sr.No.1.1.1, P.N.4). So please clarify which are other pipes (as per size & length) to be considered for retained pipe in the existing system.</p>	<ol style="list-style-type: none"> 1. Please refer Annexure 16; 2. The breakup of proposed distribution pipelines-zone, diameter, length and pipe material, is based on preliminary engineering design & not detailed engineering
50	Jindal-HCC-Manila	Sr.No.2 .2 Submersible Pumps installed in the Bore Wells, P.N.12, DPR on Energy Conservation	<p>About 500 nos. of submersible pumps in the bore wells dug by IMC & most of these are 3 hp pump. - Provide MAP showing location of all bore wells and other details such as year of construction & bore log data.</p> <p>Brief the control mechanism for drawl of water as per management plan of AMC.</p>	<ol style="list-style-type: none"> 1. Attached herewith as Annexure 25
51	Jindal-HCC-Manila	Contour Drawings	Part 1, Zone 1 is not available. Please provide same.	<ol style="list-style-type: none"> 1. Base map and contour drawings are enclosed as Figures 1 and 2; 2. Length of pipeline on drawing cannot be

No	Bidder	Reference on the RFP document	Query	Reply
			Pipeline network is shown for different size & material with color marking. Please provide pipe length for all type of pipeline on the drawings.	marked; 3. It is to state that the drawings are indicative and the Concessionaire is expected to verify lengths before detailed design
52	Ranhill-JUSCO	Vol- 3, Concession Agreement ,Clause no 23	To define the number of Tankers to be kept by concessionaire - Currently owned AMC tankers shall be provided free of cost to the concessionaire. Supply by tankers should be restricted to emergency services and in case of breakdown	1. Supply of water by tankers shall be restricted to the emergency and in case of breakdown of the system
53	Ranhill-JUSCO	Vol- 3, Concession Agreement, Page 57	Water Quality data of for Jiakawadi Dam is present but Water Quality data for Harsool Dam is not there. - To provide Water Quality data for Harsool Dam.	1. Attached herewith as Annexure 3
54	Ranhill-JUSCO JMC-MBL-SREI SPML-NWSC-VTWL	21.7(j), Vol III CA - 21.7 (j)	Please provide AMC's existing policy on commercial advertising. Whether advertising revenue is permitted? If yes, what are the norms to be fulfilled? The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Project Site without the prior written consent of AMC. All earnings from any such advertising shall be apportioned in consonance with AMC's advertisement policies in force from time to time - Discuss, if Concessionaire can take with mutual agreement between Concessionaire and AMC and they can share such revenues	1. No advertising on AMC's assets by concessionaire shall be permitted.
55	Ranhill-JUSCO	Vol II (i) and Vol II (ii)	The works outlined in DPR are proposed to be undertaken in two Phases (2023 and 2038).	1. The design year of 2026 and 2041 shall prevail.

No	Bidder	Reference on the RFP document	Query	Reply
			Vol IV pat 1 & 2 and mandatory project requirements in Vol II (ii) talk of design years 2026 and 2041. Kindly clarify which design years shall prevail.	
56	Ranhill-JUSCO	Vol II (i) and Vol II (ii)(b)	<p>The DPR gives Design for 320 mld Intake structure and 2200 mm pumping main between intake, WTP and MBR. While the mandatory project requirements mentions 2000 mm pipeline size of intake is not given. Kindly clarify the dimensions of the intake structure and the pipeline which Concessionaire shall consider.</p> <p>Also the DPR mentions 8.5 ml capacity of MBR while the mandatory project requirement is silent on the size of MBR. Pls clarify what size shall we consider.</p>	<ol style="list-style-type: none"> 1. Details of components provides as Annexure 6; 2. The capacity of MBR shall be 10 ML.
57	Ranhill-JUSCO	Vol II (i) and Vol II (ii)(b)	<p>The DPR mentions requirement of additional 160 mld of water to meet demand of design year 2023 and total 320 mld water requirement in 2038 (ultimate year). Accordingly it provides for intake structure of 320 mld capacity and 2200mm pumping main for year 2038 while pumping machinery and WTP to be constructed in two phase with capacity of 160 mld in each phase.</p> <p>The Mandatory project requirements proposes 192 mld capacity.</p> <p>Kindly clarify what shall Concessionaire consider for his design. Also, is proposed 192 mld, the process design or Hydraulic design capacity for WTP</p> <p>The DPR and the mandatory project requirement are confusing. Request AMC to provide the following</p>	<ol style="list-style-type: none"> 1. Details of components provides as Annexure 6; 2. The capacity of WTP shall be 192 MLD i.e. WTP shall be able to treat 192 ML of raw water in 24 hours i.e. 8000m³/hr; 3. Currently the maximum supply of water possible from existing sources and daily supply of water from various sources is pegged at 135MLD; 4. The estimated water demand of the city has been provided as Annexure 7; and 5. The Bidders may refer to water audit report for further details

No	Bidder	Reference on the RFP document	Query	Reply
			<ol style="list-style-type: none"> 1. What is the current maximum supply of water possible from existing sources and infrastructure available with AMC. 2. What is the current daily supply of water from various sources. 3. The above figures shall be provided at outlet of pumps at intake works, WTP and at MBR. 4. What is estimated current water demand in the city. 	
58	Veolia	Volume II; DPR & MPR	<p>Capacity of proposed WTP for intermediate stage - As per Volume II, DPR the Parallel Water Supply Scheme is for 160MLD WTP (for intermediate stage) +160MLD (for ultimate stage), in two stages.</p> <p>Whereas, as per Volume II; Mandatory Project Requirements, Page 63, Page 93 & Page 122 the capacity of Pumping Machinery for Raw Water, Clear Water and WTP capacity is for 192MLD (for intermediate stage). Please clarify, whether 160MLD or 192 MLD capacities of WTP & pumping machineries are envisaged in the intermediate stage in addition to the existing capacities considered.</p>	<ol style="list-style-type: none"> 1. Please refer Annexure 6
59	Ranhill-JUSCO	Vol II (ii)(d), Appendix C, Page 25	This is incomplete.	<ol style="list-style-type: none"> 1. Appendix C is provided only as a reference and may be ignored
60	Ranhill-JUSCO	Vol II (ii)(d), Appendix B and D, Page 24 and 26	<p>Appendix B suggests manual meter reading system due to high cost of Automatic Meter Reading (AMR).</p> <p>Appendix D specifications suggests domestic water meter (15 mm to 40 mm) to have pre-equipped pulse emitter with necessary battery life of min 5 years. If manual meter reading is</p>	<ol style="list-style-type: none"> 1. From the specification of 15 mm to 40 mm size watermeters following sentence stands deleted "<i>pre equipped with pulse emitter and necessary battery of life minimum 5 years for remote reading by Automatic Meter Reading – Radio Frequency Technique</i>" 2. For watermeters of sizes 50 mm to 300 mm

No	Bidder	Reference on the RFP document	Query	Reply
			<p>envisaged why meters with inbuilt AMR system are specified.</p> <p>We suggest for domestic consumers AMC shall not consider automatic meter reading. The specification may be suitably changed.</p>	<p>following sentence stands deleted “pre-equipped with pulse emitter for remote reading”</p> <p>3. AMC agrees with the suggestion that automatic meter reading for domestic consumers to be at a descretion of the Concessionaire.</p>
61	Ranhill-JUSCO	Vol II, Page no 169	To clarify the Location of Staff Quarters, and provide details on the no of Staff Quarters & their sizes.	<ol style="list-style-type: none"> 1. Location of Staff quarter shall be in the premises of existing WTP or as directed by AMC during the Preparatory Period; 2. Please refer Annexure 8
62	Ranhill-JUSCO	VOL III, Schedule VII, , page 20,	To confirm whether new MBR would be constructed in the first phase and the size thereof.	<ol style="list-style-type: none"> 1. New MBR of 10 MI capacity shall be constructed in Phase I.
63	Ranhill-JUSCO	VOL III, Schedule VII, page 20, Treated water Rising Main	Conveys that ‘treated water from MBR will be taken to Aurangabad city through pipeline and would be delivered to various ESR’s by gravity’. To clarify whether to consider new pipeline, and has AMC decided on any specifications for the same. Is so pls provide.	<ol style="list-style-type: none"> 1. The AutoCAD figure is attached herewith as Annexure 24
64	Ranhill-JUSCO	General	ED exemption will be provided for supply of all Electromechanical equipments for this project. Please confirm.	<ol style="list-style-type: none"> 1. Existing rules and regulations shall be applicable
65	Ranhill-JUSCO	General	LT Power of 415V,3-ph, approximately 50KVA each to be provided atleast at two separate points at each construction area. This is to cater power for our construction work at site.	<ol style="list-style-type: none"> 1. Concessionaire has to arrange for power at his cost for construction work.
66	Ranhill-JUSCO	General	Please provide present power tariff rate	<ol style="list-style-type: none"> 1. Please refer Annexure 4
67	Ranhill-JUSCO	General	List of approved makes for Electrical items like Transformers, HT/LT Panels, HT Metering Unit & other items to be provided.	<ol style="list-style-type: none"> 2. List of approved vendors for construction materials and electro-mechanical items is enclosed as Annexure 9.
68	Ranhill-JUSCO	General	Please confirm whether any PLC to be considered for control of Plant.	<ol style="list-style-type: none"> 1. No PLC to be considered

No	Bidder	Reference on the RFP document	Query	Reply
69	Ranhill-JUSCO	Vol-2, Tech. Spec. Electrical Equipments	Third party inspection of equipments is envisaged. Please specify the party name. Also please confirm whether the cost incurred during TP inspection shall be reimbursed.	<ol style="list-style-type: none"> 1. Third party inspection agency shall be as approved by AMC; 2. The cost of the same to be borne by concessionaire
70	Ranhill-JUSCO	General	Please confirm that power from MSEDCL at 33KV will provided at desired points various locations like which shall be free from all statutory clearances .	<ol style="list-style-type: none"> 1. Please refer RFP document
71	Ranhill-JUSCO	General	Please provide a typical power distribution Single line diagram applicable for the new raw water pumping machinery at Jayakwadi dam head work, pure water pumping machinery & 192 MLD WTP at Pharola which to be constructed.	<ol style="list-style-type: none"> 1. Bidders may assess the same by conducting site visits
72	Ranhill-JUSCO	General	Please provide standard layout of 33KV Outdoor substation as per state Electricity Board to build outdoor 33KV substation at raw water works & Clear Water works.	<ol style="list-style-type: none"> 1. Bidders may assess the same by conducting site visits
73	Ranhill-JUSCO	General	Please provide Source of available facility of Power for Jayakwadi dam head work and 192 MLD WTP at Pharola.	<ol style="list-style-type: none"> 1. Power will be made available by MSEDCL at the premises.
74	Ranhill-JUSCO	General	Please tell us the scope of New 33KV connection/Expansion of contract demand at New 33KV outdoor substation and also tell us new power connection charges to be borne by bidders or AMC.	<ol style="list-style-type: none"> 1. New power connection for newly developed facility to be taken from MSEDCL in the name of AMC; 2. The relevant charges for the same shall be borne by the Concessionaire.
75	Ranhill-JUSCO	General	With reference to O&M scope, the electrical details including Single line diagram, Control logic & Hookup diagram etc required for all existing facility. So please provide the electrical single line diagram for, the existing Raw water system, Water treatment plant and clear water system substation.	<ol style="list-style-type: none"> 1. Bidders may collect this information from actual site visit.
76	Ranhill-	General	Please provide the details of construction	<ol style="list-style-type: none"> 1. Power for construction has to be arranged

No	Bidder	Reference on the RFP document	Query	Reply
	JUSCO		power source availability. We understand AMC will provide free construction power, Pls confirm.	by concessionaire himself at his own cost.
77	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Sluice Valve, Page 41	Sluice Valve details Material of Construction for sluice valve body, bonnet, gate etc is not provided in the clause. Please provide the same	1. This shall be as per relevant IS.
78	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Air Valves, Page 41	Air Valves Specifications We assume all parts of Resilient seated CI air relief valves are of Cast Iron only	1. This shall be as per relevant IS.
79	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Butterfly Valves, Page 42	Specifications of Butterfly valves Please clarify the material of construction of different parts of double eccentric butterfly valve from what size is it electrically actuated, does it require manual over ride	1. This shall be as per relevant IS. 2. Valves of size 350mm and above shall be electrically operated with manual over ride.
80	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Detailed Specification Chemical Building/Chlorination bldg, Page 124	Chlorine toners shall be placed in the chemical bldg along with alum & calcium hypochlorite, Pls clarify the location of Chlorine toners do we need to provide a separate Tonner room or can it be provided in the ground floor of Chemical bldg	1. Separate tonner room attached with chlorination room will be necessary. It can be provided at GF attached to chemical building.
81	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Dosage of Chlorine, Page 126	Where is the dosage point for Post chlorination Please rectify	1. Doses point will be in pure water channel of filter.
82	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Cascade Aerator, Page 128	Free fall of last step to channel shall be 20m Please clarify whether it is 20cm	1. It should be 20 cm.
83	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Distribution Chamber, Page 128	Design Guidelines for Distribution chamber Please provide the Design guidelines such as detention time, area etc	1. This shall be as per CPHEEO manual and as approved by AMC.
84	Ranhill-	1.1.13 (B) (ii) (a),	16 nos of filter beds	1. 16 nos. shall be working.

No	Bidder	Reference on the RFP document	Query	Reply
	JUSCO	Specification filters, Clause I(e) page 128	Please clarify How many filter beds out of 16nos shall be working and standby	
85	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Pure Water sump, Page 128	Pure water sump of 8000m ³ Please clarify how many compartments are there in the pure water sump	1. This shall be in two compartments.
86	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Wash Water tank, Page 137	Wash Water tank Please clarify whether we can provide wash water tank on top of chemical house / filter gallery /filter annex building or you need it to be a separate tank.	1. Yes. No separate tank is necessary.
87	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification on Lime tanks, Page 138	Lime tanks and lime storage Description about lime preparation tanks slaking tanks are not mentioned where as in Para I lime storage space provided is 30 days. Bidder wishes to know Lime slaking tanks/Lime preparation tanks and lime dosing for pH correction is a part of this contract or the storage space for lime is just a requirement of the tender and the lime thus stored will be used elsewhere.	1. Lime solution dosing tanks for pH correction is the Mandatory Project Requirement. Similarly lime storage space is also the Mandatory Project Requirement.
88	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Wash Water Pumps, Page 138,	Wash water pumps feeding the Wash Water tank Please clarify the type of pump is it vertical centrifugal/vertical turbine etc	1. Centrifugal or VT pumps shall be used. Pump capacity shall be adequate to fill the Wash Water Tank in an hour.
89	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Pure Water pumps, Page 138	Capacity of pure water pumps Please clarify the pure water pumps capacity should have been 555.55LPs and the capacity provided is 537.8LPS the mass balance ?	1. Capacity of pure water pumps shall be 537.8 lps i.e. 538 lps
90	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification Filters, Page 137	16 nos of filter beds Please clarify the whether the filter beds are of single cell or twin cells	1. Filter beds of twin cell shall be provided.
91	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Detailed specification Lime Dosing, Page 138	Lime dosing by gravity Please clarify since lime dosing is through gravity and lot of chances of clogging of lime in	1. Lime recirculation pump shall be provided.

No	Bidder	Reference on the RFP document	Query	Reply
			the pipe line, bidder wishes to know whether lime recirculation pumps can be provided instead of gravity dosing	
92	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Detailed specification TCL, page 140	TCL solution tanks design criteria Please clarify the contradiction – page 140 says constant head dosing box capable of dosing 0.4ppm of TCL solutions, where as page 131 talks of TCL solution tanks to suite 3ppm of dosing, Please clarify which is correct and which one to be adopted for design and storage space requirement	1. TCL solution tanks to suit 3 ppm Chlorine dosing shall be provided.
93	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Detailed specification Wash Water pumps, page 131	Type of Wash water pumps Wash Water pumps as per Page 131 is centrifugal, we request the client to consider vertical turbine pumps as the pure water pumps feeding the MBR is a VT pumps and with this arrangement we don't need to provide a additional pump house for Wash water pumps.	1. Wash water pumps shall be separate.
94	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Chlorine bldg	Chlorine Tonner Bldg Please Clarify whether the chlorine tonner bldg is separate or a part of chemical bldg.	1. It may be a part of chemical building. However it should be separated by a partition wall.
95	Ranhill-JUSCO	1.1.13 (B) (ii) (a) , Chlorinators, Page 131	No of Chlorinators In page no 131, 4 nos of chlorinators are mentioned, and in page 139 2 nos of chlorinators, pls clarify which one is correct	1. 2 chlorinators (1 Working + 1 Standby) for pre-chlorination. 2. 2 chlorinators (1 Working + 1 Standby) for post-chlorination.
96	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Sludge handling	Conveyance of Sludge Sludge Drainage arrangement, please clarify the approximate distance of the septic tank	1. This is sludge from clarifloculator and needs to be drained through pipe drains to be discharged in nearby nallah or as directed by AMC.
97	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Laboratory, Page 138	Location of Lab In page 138 Lab is supposed to be accommodated on the first floor of chemical house in page 140 its written as in the ground	1. Laboratory shall be located at 1 st floor of chemical house building.

No	Bidder	Reference on the RFP document	Query	Reply
			floor of chemical house pls clarify where to keep the lab	
98	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification for Approach Bridge, Cl.(ii) (a), Page 9	The structural design of the Approach Bridge shall be done by the concessionaire and shall be got approved from approved College of Engineering or IIT as directed by EIC. Whether this is applicable for all the structures to be designed by concessionaire or only for this particular structure.	1. Yes. This is applicable for all the structures.
99	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification for Approach Bridge, Cl.(iii), Page 9	Note – The concessionaire shall submit 6 sets of GA drawing and get the same approved from AMC before taking up the structural design and work proper. 6 sets GA is required to be submitted and approved from AMC for all the structures or only for this specific structure. Whether RCC detail drawing and civil design is also required to be submitted (no. of copies) and get approved or only required to submit as information category.	1. Six sets (6 Hard copies + 1 Soft Copy in editable format) of G.A. drawing are required for all the structures. R.C.C detail drawing and civil design is also required to be submitted in six sets (6 Hard copies + 1 Soft Copy in editable format) and get it approved.
100	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification for Approach Bridge, 4 (Design Parameter), Page 9	Maximum unsupported span of 2032 mm dia. Pipeline shall exceed 6.0 m Please clarify	1. The supports (RCC chairs) shall be maximum at 6.0m c/c or as calculated by design whichever is less.
101	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Detailed Specification for Excavation of Pipe Trenches, Change of Trench Location, Page 14If however, such a change which is made on the orders of EIC involved the abandonment of excavation, then, that excavation with the necessary back fill has to be carried out by concessionaire. No comments regarding extra claim or compensation is provided for this particular case. Please provide the required	1. As per RFP document.

No	Bidder	Reference on the RFP document	Query	Reply
			compensation clause.	
102	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification for concrete work, Codes of practice, Page 17	xviii) I.S 875: Code of practice for bending and fixing of bars of concrete reinforcement Please rectify the code number	1. Relevant IS code shall be applicable.
103	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification for concrete work, Codes of practice, Page 17	xix) I.S 875: Code of practice for design and construction of machine foundation (Parts 1 to 4) Please rectify the code number	1. Relevant IS code shall be applicable.
104	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification for concrete work, Construction Safety, Page 17	ii) I.S 3696: Safety code for handling and storage of building materials Please rectify the code number	1. Relevant IS code shall be applicable.
105	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification for concrete work, Construction Safety, Page 17	ii) I.S 3696: Safety code for erection of concrete framed structures. Please rectify the code number	1. Relevant IS code shall be applicable.
106	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification for concrete work, Materials : Cement, Page 18	Unless otherwise called for by EIC, cement shall be OPC of 43 grades conforming to the latest IS codes. Please also include other types and grade as OPC 43 grade is becoming difficult to get from manufacturer.	1. As per RFP document.
107	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification for concrete work, Materials : Reinforcement, Page 18	Steel for reinforcement shall..... Please also include some more makes who are rerolling steel like Shyam Steel etc.	1. As per RFP document.
108	Ranhill-	1.1.13 (B) (ii) (a),and shall be produced from RMC	1. RMC is an option subject to fulfillment of

No	Bidder	Reference on the RFP document	Query	Reply
	JUSCO	Specification for concrete work, 4. Concrete, Page 19	(ready mix concrete unit if available) This clause is contradicting Cl.3 pg. No.5 where it is mentioned the concrete shall necessarily RMC. Please clarify whether RMC is an optional choice.	Mandatory Project Requirement and Pre-approval of AMC.
109	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification and Design criteria for RCC GSR/MBR/Sump, General Notes, Page 50	The design shall be got checked from the institute like IIT nearby in the area or Govt. Engineering College/Govt. Polytechnic. Please clarify whether this can be done from IIT/Govt. Engg. College/Polytechnic nearby concessionaire registered office.	1. This shall be done from IIT Powai or VJTI Mumbai only.
110	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification and Design criteria for RCC GSR/MBR/Sump, General Notes, Page 50	The design engineer has to prepare and submit five copies It contradicts to Cl.i), pg. No.9 where it is mentioned six copies phase.	1. Submission shall be in six copies (6 Hard copies + 1 Soft Copy in editable format).
111	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Specification and Design criteria for RCC GSR/MBR/Sump, General – Cl. Viii), Page 52	If the foundation consists of individual column footing minimum clear distance between centres of column shall be equal to twice the width of footing and clear distance between edges of footing shall be not less than width of footing. May not be able to follow in case of some structures, relaxation pertaining to suitable codes is sought for.	1. This provision is deleted. 2. RCC design shall be as per IS 456-2000 or latest edition.
112	Ranhill-JUSCO	1.1.13 (B) (ii) (a), Detailed specification for Staff Quarters, Page 169	Number and covered area of each not specified. Please specify	1. Attached as Annexure 8; Drawings and Specifications have also been attached.
113	Ranhill-JUSCO	Clause 1.1.13 (B) (ii) (a) of the RFP Volume I	1) The Head Works and raw Water Pump House is to be constructed in the submergence of Jayakwadi dam. The	1. Jayakwadi Dam details are given in Annexure 18.

No	Bidder	Reference on the RFP document	Query	Reply
			<p>location of the pump house shall be fixed in consultation with the irrigation authorities and Engineer-In-Charge of AMC.</p> <p>Pls provide the Max and Min height of water around approach channel, approach bridge, Jackwell & Pump house.</p>	
114	Ranhill-JUSCO	Clause 1.1.13 (B) (ii) (a) of the RFP Volume I	<p>Minimum width of inlet channel = 4 m. Length of RCC inlet channel = 15 m.</p> <p>Pls confirm if it can be changed as per site condition and design</p>	1. As per RFP document.
115	Ranhill-JUSCO	Clause 1.1.13 (B) (ii) (a) of the RFP Volume I	2.2m dia pipe line has to sit on RCC chairs - The height and numbers of the pedestal depends on the ground reality. Pls provide the detailed survey for the pipe line along with the soil report carried out in DPR.	1. Pipe alignment on Approach Bridge will be on RCC chairs. Rest of the pipe line shall be underground.
116	Ranhill-JUSCO	Draft Concession agreement, Initial Environmental Examination, P-20, CI-46	"The total length of distribution network under consideration is more than 700km. While as per DPR (Page no. 226) estimates it reflects that for distribution system. 1)150mm dia 433.551km length 2)200mm dia 4.941 km length 3)250mm dia 1.192km length 4)Dia of pipe not clear to us 5)Dia of 450mm dia 10.696km length. Total 450.353 km distribution network as per DPR". Pls explain the difference	1. Please refer 1.1.13 (B) (ii) (c) Section 1.3
117	Ranhill-JUSCO	Draft concession agreement, Initial Environmental Examination, P-20, CI-43	"For the conveyance of treated water discharge of 308 Mld (after losses & supply to some users.) and pipe line of 2200mm dia is being planned." - Please specify the amount of	<p>1. Total losses from Head works to consumer end is considered at 15%;</p> <p>2. Losses up to MBR are considered at 5%; and</p>

No	Bidder	Reference on the RFP document	Query	Reply
			losses considered, amount of water to be supplied to some users and also specify the length & diameter of the pipeline to some users from 2200mm dia. treated water main.	3. In Distribution system at 10%
118	Ranhill-JUSCO	General	Please specify the discharge point of the sludge & distance of that point from WTP area.	1. Sludge is to be discharged to nearby nallah outside the boundary of WTP premises or as directed by AMC.
119	Ranhill-JUSCO	Volume 2, Page:53, DETAILING	The minimum reinforcement criteria for water retaining structure stipulated does not match with the latest code IS:3370-PII-2009. Which one is to be followed?	1. This shall be as per latest IS code.
120	Ranhill-JUSCO	Volume 2, Other Documents, Page 20	"The solution lies in replacing the 700mm dia. Existing RM pipeline..." - Is it in our scope of work?	1. No. This is not in the scope of concessionaire.
121	Ranhill-JUSCO	Volume 2	Can AMC provide The location and area of new ESRs to understand the land development, approach road, boundary wall etc.	1. The bidders shall obtain the data by actual site visit.
122	Ranhill-JUSCO	Volume 2	Existing zonal boundaries and the ESRs' command areas should be provided with length and dia of pipe.	1. Already provided.
123	Ranhill-JUSCO	Volume 2, AMC Water Supply, Page-4	The source of water at 'Nahar-E-Ambri' will continue to be a source or not.	1. Concessionaire may continue this source with the consent of AMC.
124	Ranhill-JUSCO	Page 57, Vol-III	Water Quality data of for Jaikawadi Dam is present but Water Quality data for Harsool Dam is not there.	1. Please refer Annexure 3
125	Ranhill-JUSCO	12(f), Vol- III,	AMC to specify items to be under insurance cover	1. All the works shall be under insurance cover at the cost of concessionaire.
126	Ranhill-JUSCO	General	AMC to define Implication of power shut down during service level commitments during power shut down.	1. Service level commitment may be relaxed during power break down.
127	JMC-MBL-	DCA	Would you please provide historical water tariff collection data, water audit report, free water	1. Already provided

No	Bidder	Reference on the RFP document	Query	Reply
	SREI		supply data and any analysis/study on illegal connection and unauthorized consumption for the last 5 years?	
128	JMC-MBL-SREI	Clause 7.1 b of DCA Pg 9	Given the current circumstance does AMC envisage that they may have to evacuate, relocate and resettle residents? Please provide details.	1. AMC to provide peaceful and encumbrance free land delivery to the Concessionaire
129	JMC-MBL-SREI	Clause 7.1 d of DCA Pg 10	Would you please provide the historical property tax paid for the existing assets (for last 5 years). What are the book values of these property assets as of 31st Dec 2009?	1. The Bibbers may assess the same by site visit 2. As the assets would be owned by AMC, it is not a responsibility to pay property tax on Project assets
130	JMC-MBL-SREI	Clause 23 of DCA Pg 33	Tanker: is part of the existing assets transfer to concessionaire? What are the free supply areas? Clause 23 (c) what is AMC cost- do we get reimbursement for supplying water to AMC or institutions owned by AMC.	1. Yes, AMC shall transfer tankers owned by it to the Concessionaire; 2. No free supply except for fire fighting.
131	JMC-MBL-SREI	Vol II-(ii) (a)	The tender documents mention on a first stage design flow as 192 MLD .The estimate prepared in the Detailed Project Report for the Operating Costs are worked out for a design flow of 157.50 MLD	1. Operating cost worked out is for the design flow at 192 MLD
132	JMC-MBL-SREI	Vol II-(ii) (a)	The tender documents mention all the sludge from the treatment plant is to be collected and brought to a final manhole from where it is to be disposed off into a nallah. The estimate prepared in the Detailed Project Report for the	1. Recycling of wash water from filter is contemplated. Sludge from clarifloculator is to be disposed off into a nallah or as directed by AMC.

No	Bidder	Reference on the RFP document	Query	Reply
			Water Treatment Plant has a provision for sludge recycling	
133	JMC-MBL-SREI	Vol II-(ii) (a)	The tender documents mention constant level filtration .Kindly confirm that Declining Rate filters are acceptable.	1. As per RFP document.
134	JMC-MBL-SREI	Vol II-(ii) (a)	The tender documents mention that four clariflocculators are to be provided in first stage & similarly another four clariflocculators are to be provided in second stage. Please confirm that no other settlement unit is acceptable	1. Water treatment units with proven technology with saving on power and land will be accepted. However the effluent parameters shall remain the same and saving in O&M cost shall be preferred.
135	JMC-MBL-SREI	Vol II-(ii) (a)	Page 125 mentions the Lip of Aeration fountain as 516.50. The detailed specs mention this level as 516.00	1. Lip of aeration fountain shall be at RL 516.50 m.
136	JMC-MBL-SREI	Vol II-(ii) (a)	Please confirm that there is no objection to providing an Under drainage system for filters of False Bottom & Nozzles in place of Pipe Lateral system	1. False bottom floor and Nozzle may be provided subject to condition that effluent parameters of treated water remain the same.
137	JMC-MBL-SREI	Vol II-(ii) (a)	Page 139 mentions "One number chlorinator for Pre chlorination & One number for Post chlorination. Page 131 mentions these as four Numbers	1. Pre-Chlorination – 2 nos (1 Working + 1 Standby) 2. Post-Chlorination – 2 nos (1 Working + 1 Standby)
138	JMC-MBL-SREI	Vol II-(ii) (a)	It is requested that the Emergency Chlorination System to be provided by TCL dosing be	1. As per RFP document.

No	Bidder	Reference on the RFP document	Query	Reply
			deleted.	
139	JMC-MBL-SREI	Vol II-(ii) (a)	Please refer page 63, document no 1.1.13 (B) (ii) (a) Technical Specifications Table line 1.4 d Lowest Water Level (L.W.L.) EL 640.00 M, Please confirm	<ol style="list-style-type: none"> 1. Bottom of Jackwell – R.L. 448.00 m 2. Lowest suction level in Jackwell – R.L. 450.00 m 3. Lowest Water level in Jayakwadi Dam – R.L. 440.00m
140	JMC-MBL-SREI		Kindly provide us with the information for the duration of the validity of the agreement between AMC and Irrigation department.	<ol style="list-style-type: none"> 1. The agreement is valid for the construction and operative period. AMC will renew the agreement from time to time as and when required.
141	JMC-MBL-SREI		How the Non Revenue Water (NRW) has been calculated?	<ol style="list-style-type: none"> 1. As per Water Audit
142	JMC-MBL-SREI		Power Tariff to facilitate optimization of transmission main	<ol style="list-style-type: none"> 1. Please refer Annexure 4
143	JMC-MBL-SREI		Map showing location of Jack well, Water treatment Plant and MBR along with Proposed route of Pipeline	<ol style="list-style-type: none"> 1. Please refer Annexure 22, 23 and 24
144	JMC-MBL-SREI		L Section from bank of reservoir up to location of jack well facilitating design of approach bridge, approach bund & coffer dam.	<ol style="list-style-type: none"> 1. Concessionaire shall generate the 'L' Section after working survey.
145	JMC-MBL-SREI		L section and route survey of route of raw water pipeline / pure water pipe line indicating major crossings (Road/Canal/Railways etc) to facilitate calculation of pump head, surge analysis & quantity take-off.	<ol style="list-style-type: none"> 1. Concessionaire shall generate this after working survey.

No	Bidder	Reference on the RFP document	Query	Reply
146	JMC-MBL-SREI		Detailed plot plan showing plot boundaries, permanent structures and contours for proposed water treatment plant.	1. Please refer Annexure 22
147	JMC-MBL-SREI		Soil Survey at location of all major proposed structures indicating bearing capacity	1. Concessionaire has to carry out Working Survey and Geo-Technical investigation to arrive at the correct data.
148	JMC-MBL-SREI		AMC should provide us details pertaining to the following: No of registered House Tax Payers. (Ward wise) No of Telephone Connections. (Ward Wise) List of Industries in MIDC area and their water requirements. List of Proposed New Industrial Areas. Nos of Electricity connection along with Ward details. Census details from 1951 – 2001.	1. Please refer Annexure 19 2. Bidders may collect this information by visit to concerned offices. 3. please refer DPR for Census details from 1951 – 2001
149	SPML-NWSC-VTWL	Vol 1-ITB 1.1.4	The estimated Project cost is shown as INR 638.38 Crores viz 541.1 Cr+56.63 towards metering where as the DPR shows the project cost as 360 Cr.This may be clarified.Also advise based on which year schedule of rates the DPR cost estimate was prepared	1. Revised estimated cost of the Project is attached herewith as Annexure 1
150	SPML-NWSC-VTWL	DPR	Request to furnish us a legible DPR as the one unloaded from the NET is not readable	1. Already provided
151	SPML-NWSC-		Request to furnish us The Statement of Revenue Income and Expenditure of AMC for	1. Attached herewith as Annexure 27

No	Bidder	Reference on the RFP document	Query	Reply
	VTWL UPL-PIL-SEB		the years 2006,2007,2008 and 2009 Kindly provide the audited balance sheet of AMC for the last 5 years	
152	Veolia	Volume-III ; Schedule-II	<p>Construction and Rehabilitation period - The proposed construction and rehabilitation period of three years will have the following issues:</p> <ul style="list-style-type: none"> ➤ In order to refurbish the existing system roads have to dug. Digging roads in different places at one time to complete the work in three years will cause disruption in traffic and daily life of the public. This may cause social issues and objections from the public. Hence it is advisable that the construction and rehabilitation period is phased in such a matter that it is completed within 5 years. ➤ Accordingly, the Concession period may be increased by 2 years. <p>Please confirm the duration of Construction and Rehabilitation period. It is so implied in the Schedule II-Service Level Requirements that this period is 3 years. If so, the proposed construction and rehabilitation period of three years will have the following concerns:</p> <p>In order to refurbish the existing system roads have to be dug. Digging roads in different places at one time to complete the work in three years will cause disruption in traffic and daily life of the public. This may cause social issues and objections from the</p>	<p>1. No change, the Construction and Rehabilitation Period shall be 3 (three) years</p>

No	Bidder	Reference on the RFP document	Query	Reply
			<p>public.</p> <p>The quantum pipeline work (about 1000km) and installation of house service connections (about 1.4lakhs) is substantially high. An average of 25,000 to 30,000 connections is practical and pragmatic per year.</p> <p>Hence it is advisable that the construction and rehabilitation period is phased in such a manner that it is completed within 5 years.</p> <p>Accordingly, the Concession period may be increased by 2 years.</p>	
153	Veolia	Volume-III; Schedule XVII	<p>Residential complexes - Whether 'Residential complexes' means 'apartments with different owners of individual flats' only or 'a single owner of a property with multiple tenants'?</p> <p>Please provide all the details of the residential complexes as this clause financial implication.</p>	<ol style="list-style-type: none"> 1. The residential complexes means buildings / societies having multiple flats / families with different owners or tenants 2. The Concessionaire is expected to collect this data in the Household Survey 3. AMC shall define this exactly in the proposed water bye laws
154	Veolia	Volume-III; Schedule XVII	<p>Connections to customer - Please confirm, whether as per the present AMC procedure of providing water connection, a single property need to be provided with multiple connections if it is asked for the by the property owner? This also has financial implication. Please clarify what is to be followed by the Concessionaire.</p>	<ol style="list-style-type: none"> 1. The same shall be covered in water bye laws
155	Veolia	Volume II; Clause 1.1.13 B (i); Estimates	<p>Total cost estimate of parallel water supply scheme. - DPR estimates are based on MJP Schedule of Rates 2005-06 and total cost estimated is Rs.390.52 crores (Phase I - Rs.360.229 crores and Phase II – Rs.30.285 crores). Where as the Total cost Estimate for Transmission system, provided vide Volume-I;</p>	<ol style="list-style-type: none"> 1. The DPR estimate was inclusive of transmission system as well as distribution system

No	Bidder	Reference on the RFP document	Query	Reply
			Clause 1.14; page 2 is only Rs.346.22 crores. Please check and clarify.	
156	Veolia	Volume II; Clause 1.1.13 B (i); Estimates	The MJP Schedule of Rates used for preparation of estimates is 2005-06 - While comparing the MJP Schedule of Rates 2005-06 with the current MJP Schedule of Rates 2009-10, it has been noticed that the rates for most of the Items are increased by 2 to 3 times. Thereby, the total cost estimates for parallel water supply scheme presented in the DPR need to be revised and accordingly the total project grants also needs to be mobilized. Please clarify.	1. The total Project cost has been revised based on current scheduled rates of MJP
157	Veolia	Volume-III; Schedule-IX	Existing assets - Whether AMC will handover the existing buildings, transport vehicles, hand pumps, bore wells with pumps etc., also along with the assets listed in Schedule IX. Please clarify.	1. Water Assets only provided in Schedule IX shall be transferred to the Concessionaire for Concession Period
158	Veolia	Volume III; Clause 23(b)	Supply of water to all fire departments in the supply area - Kindly provide the previous history of fire hazardous and quantum of water utilized in last five years	1. Data not available at this stage 2. Bidders may collect the information by actual visit.
159	Veolia	Volume III; Schedule-VI & XII	Break up details of connection & disconnection charges - Provide the break up for connection and disconnection charges which AMC is presently collecting from the customers like one time connection charges/deposits, cost of water meter, road cut charges etc.,	1. Attached herewith as Annexure 28
160	Veolia	Volume II; Clause 1.1.13 B (i)	Raw Water lifting Charges. - As per DPR, the raw water lifting charges is mentioned as Rs.130 per MLD with an increase in rate @ 10% per year. Further, vide Volume II, 1.1.13 (B) (ii) (d) the same is mentioned as Rs.150 / 1000 m3. Whereas, vide Volume III, Schedule-	1. Irrigation department circular for raw water rates is attached herewith as Annexure 2; 2. The rates may change as per Irrigation department norms; 3. The concessionaire is expected to bear the raw water charges, as applicable

No	Bidder	Reference on the RFP document	Query	Reply
			XVIII it is not clearly mentioned the raw water lifting charges. Please clarify and provide the information on probable raw water lifting charges to be paid by the Concessionaire to AMC/Irrigation Department for the concession period.	
161	Jindal-HCC-Manila	RFP-Commercial accounts	Please provide break down of Commercial accounts(Account name, address, nature of establishment) - We need this information to project water demand for commercial establishment at Aurangabad City	1. The exact details are not available
162	UPL-PIL-SEB	Volume II - 1.1.13 (B) (ii) (b)	Existing Infrastructure - Please provide GIS or AutoCAD distribution network drawing	1. AMC's technical consultant has not prepared a detailed design for the distribution network
163	UPL-PIL-SEB	Volume II - 1.1.13 (B) (ii) (b)	Existing Infrastructure - Please provide Hydraulic Model for the existing distribution network	1. AMC's technical consultant has not prepared a detailed design for the distribution network
164	UPL-PIL-SEB	Volume II – 1.1.13 (B) (ii) (b)	There are large no of booster pumping stations in the city, putting pressure on energy as well as O&M costs – please provide the present energy costs including intake, booster pump and transmission. Also kindly provide the last six months bills and whether energy cost is a pass through in the project or to be taken in our financial of the project.	1. The Bidders may collect electricity bills from AMC during their field visit
165	UPL-PIL-SEB		What is the production and distribution cost break down? Kindly provide the detail operational cost breakdown for the last 3 years pertaining to water supply	1. Please refer Annexure 29
166	UPL-PIL-SEB	Volume III - Sch XI	100 MLD – New Scheme, Stage II, Phase I Kindly provide the present consumption of chemicals including cost and suppliers	1. Attached herewith as Annexure 30

No	Bidder	Reference on the RFP document	Query	Reply
167	UPL-PIL-SEB		AMC to provide current organization structure, including number of personnel for each department.	1. This shall be provided during preparatory period.
168	UPL-PIL-SEB		Give us revenue break down per connection type	1. This data is not available currently
169	UPL-PIL-SEB		In terms of debt recovery please specify the breakdown between connection types.	1. This shall be provided during preparatory period.
170	UPL-PIL-SEB	Insurance	Please provide us clear clarity on the insurance already available with AMC based on existing assets. Kindly clarify the amount to be insured on assets, as per replacement, for third party liability, and business interruption.	1. At present AMC has not taken any insurance cover;
171	UPL-PIL-SEB	20.5 and 20.6	Additional Minor Works and Additional Major Works – Kindly define these in CA and what kind of works shall be determined under these headings?	1. This point has been covered in section 2: commercial aspects of this document
172	UPL-PIL-SEB	DCA, 2.1	For all changes in pipeline and network rehabilitation AMC will provide all clearances and permissions from the respective departments. Furthermore the restoration of roads will be in the scope of AMC. Please clarify?	1. It will be primarily concessionaire's responsibility to obtain all permissions and clearances; 2. AMC shall assist the concessionaire in getting the required clearances from other departments. 3. Restoration of road will be in the scope of concessionaire.
173	UPL-PIL-SEB	DCA, 2.1	Kindly ensure That the full right of way for the entire transmission system and distribution line will be provided to the Concessionaire by AMC Location of head works to be provided by AMC Topological survey and geotechnical investigations reports for headworks, WTP and reservoir sites to be provided by AMC	1. ROW shall be provided by AMC. 1. Working survey and Geo-Technical investigations are to be carried out by the concessionaire.

No	Bidder	Reference on the RFP document	Query	Reply
174	UPL-PIL-SEB	DCA, 2.2 (d) & (e)	Please provide your detailed existing water metering consumer regularization plan. Further schedule XII is missing from the document, kindly provide us the same.	<ol style="list-style-type: none"> It shall be Concessionaire's responsibility to prepare such plan; Connection and disconnection policy shall be covered in the proposed water bye laws
175	UPL-PIL-SEB	DCA, 2.1 (e)	Kindly provide: <ol style="list-style-type: none"> Latest raw water analysis report from existing source is required for process finalization Latest population data ward wise or zone wise is required Latest water demand data ward wise or zone wise is required Location of WTP to be specified by AMC 	<ol style="list-style-type: none"> Concessionaire to carry out testing of raw water. Already provided. Already provided. WTP is located within the existing WTP premises.
176	UPL-PIL-SEB	DCA, 2.1 (e)	Exact space availability for WTP to be defined by AMC	<ol style="list-style-type: none"> Adequate space for the proposed WTP is available with AMC
177	UPL-PIL-SEB	DCA, 2.1 (e)	List of makes for mechanical equipments for WTP is not mentioned in the tender document, AMC to provide	<ol style="list-style-type: none"> List is provided as Annexure 9
178	UPL-PIL-SEB	DCA, 2.1 (e)	Whether demolition work of existing booster pumping stations which will not be used shall be carried out by Concessionaire?	<ol style="list-style-type: none"> Demolition of existing booster pumping station shall be carried out as directed by AMC.
179	UPL-PIL-SEB	DCA, 2.1 (e)	Does AMC has any reservation on the shape of proposed ESRs?	<ol style="list-style-type: none"> The shape of ESR can be circular / rectangular / square, as approved by AMC.
180	UPL-PIL-SEB	DCA, 2.1 (e)	Approved make list for water meters and flow meters is not mentioned in the tender document, AMC to provide	Water meter makes are as follows Watermeters Accuflow, Capstan, Actaris, Rahul, Arad, Watertech Flowmeters (Full Bore Magnetic) Siemens, ABB, E+H, Khrohne-marshall

No	Bidder	Reference on the RFP document	Query	Reply												
				Flowmeters (Ultrasonic) E+H, Ultraflux, Panametric, Yokogawa, Picosonic												
181	UPL-PIL-SEB	DCA, 2.1 (e)	AMC to provide list of vendors for Electrical and instrumentation items	<ol style="list-style-type: none"> 1. Provided as Annexure 9; 2. Bidders may consider this as a reference point 												
182	Veolia	Volume II; Detailed Project Report (Page 14 & 66) & Volume II; DPR on conducting Water Audit, Leak detection & Leak Reduction for Water Supply including Energy Audit – Table 12; Page 15	Clarification required on Population details - As per DPR Statement No. 1, Population statement, the census population for year 2001 is 8.75lakh and projected population for the year 2011 is 11.75lakh and as per Executive summary of DPR population for 2011 is 12.25lakh. Whereas, as per 'DPR on conducting Water Audit.....', Population for year 2001 is 10,78,302lakh (6,42,651 + 4,35,651) and 16,27,330 (10,22,850 + 6,04,780) for the year 2011. Please clarify which population figures need to be considered for water a demand calculation which is very critical for revenue calculations.	Population figure shall be as under <table border="1"> <tr> <td>Year 2001</td> <td>8,73,311</td> <td>(Census Population)</td> </tr> <tr> <td>Year 2011</td> <td>11,48,789</td> <td>(Projected Population)</td> </tr> <tr> <td>Year 2026</td> <td>17,10,215</td> <td>(Projected Population)</td> </tr> <tr> <td>Year 2041</td> <td>24,49,493</td> <td>(Projected Population)</td> </tr> </table>	Year 2001	8,73,311	(Census Population)	Year 2011	11,48,789	(Projected Population)	Year 2026	17,10,215	(Projected Population)	Year 2041	24,49,493	(Projected Population)
Year 2001	8,73,311	(Census Population)														
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Year 2026	17,10,215	(Projected Population)														
Year 2041	24,49,493	(Projected Population)														
183	Veolia	Volume II; Clause 1.1.13 (B) (ii) (b)	Small Transmission mains, Trunk mains and Feeder Mains - Under Execution (UE) works: Please clarify the following: <ol style="list-style-type: none"> 1. What is the status of the works and what is the action plan to complete these works. 2. In case of delay in completion of 'Under Execution (UE)' works by AMC and if there is a delay in handing over of these assets on 'Appointed Date' to the Concessionaire, what is the recourse for Concessionaire for not achieving the Service Level Requirements. This should be a AMC's conditions precedent. 3. In case of water not being delivered to 	<ol style="list-style-type: none"> 1. These works will be completed before appointed date. 2. AMC shall handover Under Execution works of the water department to the Concessionaire after completion and not necessarily prior to Appointed Date, no recourse shall be available to the Concessionaire as it should not impact Concessionaire's Service Level Requirements 3. This should be ensured by Concessionaire during preparatory period. 4. Future Proposed works (year 2041) are not within the scope of concessionaire. 												

No	Bidder	Reference on the RFP document	Query	Reply
			<p>the respective reservoirs due to insufficient head, if any (for reasons of inadequate designs) recourse to Concessionaire need to be confirmed before bidding stage itself. Following need to be considered:</p> <p>a. All the penalties on account of not meeting the Service Level Requirements to be waived off.</p> <p>b. Revenue loss to Concessionaire on account of 'non-supply of water' to be compensated based on agreed terms during the bidding stage.</p> <p>Immediate proposed (IP) works: We understand that these works will be carried out by the Concessionaire during Construction and Rehabilitation Period. Please confirm.</p> <p>Future proposed (FP) works: Kindly confirm, whether these future proposed works are within the scope of Concessionaire and if so, during which period of the Concession are these works to be executed?</p>	
184	Veolia	Volume II ; 1.1.13 (B) (ii) (c), Clause 1.2.1 Page 7	Design specifications for proposed distribution network - Under the design specifications table it is mentioned that Min. residual pressure at the ferrule point mentioned is 12m. Does the AMC desire to have 12m minimum pressure throughout the city? If so, please confirm whether the preliminary hydraulic designs have been made and verified with respect to the present Full Supply Level (FSL) of the existing Service Reservoirs and existing ground profiles of the command area.	1. As per RFP document.
185	Veolia	Volume II; Clause 1.1.13 (B) (ii) (c); Table 4	Diameter wise breakup of distribution pipeline lengths. - It has been proposed that the total length of distribution network pipelines is	1. Already provided in the RFP Document

No	Bidder	Reference on the RFP document	Query	Reply
			1290m. Please provide diameter wise length of these proposed distribution pipelines in meters with respect to Water district. Also provide the soft copies of the proposed distribution network drawings in AutoCAD format in order to understand the adequacy of the proposed lengths of pipelines. Further, there is nothing mentioned about the proposed quantities of pipeline fixtures such as sluice valves, scour valves, air valves, pressure control valves, bulk meters etc., in the distribution network. Please provide the same.	
186	Veolia	Volume III; Schedule II	Complaint history - Please provide the previous 5 years complaint history towards attending the complaints related to transmission pipelines Water supply Schemes. This is to ascertain as to what type of rehabilitation is required to reduce the losses to the required levels.	<ol style="list-style-type: none"> At present these details are not available; Bidders may collect this information by actual site visit.
187	Veolia	Volume III; Schedule VII; Clause G(6) (76)	Electricity - Is there any express feeder main at Jyawkadi, Pharola WTP and Nakshtrawadi MBR sites to ensure continues pumping of water in case of power shutdowns. Please confirm.	<ol style="list-style-type: none"> Yes for existing system.
188	SPML-NWSC-VTWL		Whether any survey report available for the intake channel based on which intake and the length of the approach bridge was specified	<ol style="list-style-type: none"> Please refer RFP document.
189	RANHILL-JUSCO		Length of AC pipes in the existing distribution system is 570.54 km but does not show in the drawing. PLs confirm	<ol style="list-style-type: none"> As per RFP document.
190	RANHILL-JUSCO		Does the construction of new WTP will be accompanied by the construction of new MBR at Nakshtrawadi ?	<ol style="list-style-type: none"> Yes.
191	RANHILL-		Kindly provide details of areas where frequent	<ol style="list-style-type: none"> Bidders may collect this data / information

No	Bidder	Reference on the RFP document	Query	Reply
	JUSCO		network problems; i. No of complaints per year ii. Type of complaints	by actual visit
192	RANHILL-JUSCO		Construction of new distribution main and WTP could speed up the reduction of water level in Jayakwadi Dam especially during dry season. This will cause silting problem. Is there any alternative of water supply beside groundwater from Harsool Dam and Nahar E-Ambri	1. Bidders may consider total water demand vis-a-vis availability of water in past 2. No alternative source available
193	RANHILL-JUSCO		Are British Standards also recognized for this project?	1. Indian Standards and AWWA standards are recognized for the project. Indian Standards shall precede
194	RANHILL-JUSCO		Whether MBRs/Sumps are provided with local chlorination system? Will Concessionaire be asked to install local chlorination unit to ensure minimum residual chlorine at consumer end?	1. Maintaining minimum residual chlorine content shall be the responsibility of the concessionaire.
195	RANHILL-JUSCO		100 % compliance to supply of potable water to end consumer as per CPHEEO standard with existing network may not be possible. However Concessionaire shall guarantee the CPHEEO standard at WTP outlet and MBR outlet. Pls confirm	1. As per RFP document service standards are to be maintained 100% in Service area.
196	JMC-MBL-SREI		What is the present sewerage coverage? In terms of population, what percentage of existing population has access to sewerage network? Please share details about existing sewerage network	1. Bidder shall obtain information by actual site visit.
197	JMC-MBL-SREI		Please share available details about already existing GW boring	1. Attached herewith as Annexure 31
198	JMC-MBL-SREI	Page No 71	Kindly accept NRV as Dual Plate Check Valve Type instead of Hydraulically controlled NRV	1. As per RFP document.
199	JMC-	Page No 3	Please Accept following Makes VALVES- R &	1. Acceptable makes are given. However

No	Bidder	Reference on the RFP document	Query	Reply
	MBL-SREI		D Multiplies & Avishkar EOT CRANE- Electro mech material handling systems, Pune & Hightech crane industries Pune	approval to specific makes shall be obtained from AMC.
200	JMC-MBL-SREI	Page No 68	For Raw water pumping specifications line shaft bearings shall be of water lubricated by pump self water & while within tender it is mentioned to provide separate lubrication tank for line shaft bearings lubrication, Please clarify & specify Lubrication type	1. As per RFP document.
201	JMC-MBL-SREI	Page No 68	MOC for Line shaft bearing is FINOSTOS. Please accept THORDON/equivalent Bearing along with FINOSTOS	1. As per RFP document.
202	JMC-MBL-SREI	Page No 63	MDDL for RWPS shown 455.52 & Lowest water level(LWL) as 640 Please confirm LWL	1. Jayakwadi Dam MDDL is RL 455.524m 2. Lowest water level in Jayakwadi dam is 440.0m.
203	JMC-MBL-SREI		Please provide us the detailed contour map for proposed MBR at Nakshatrawadi for parallel water supply project	1. This is concessionaire's responsibility.
204	JMC-MBL-SREI		Please provide us proposed pumping station plan at Jaikwadi also please let us know the possibility of relocation of Jack well.	1. As per RFP document.
205	Jindal-	Mandatory Project	Please provide the layout of the available	1. Please refer Annexure 22

No	Bidder	Reference on the RFP document	Query	Reply
	HCC-Manila	Requirements	along with the contour of WTP area.	
206	Jindal-HCC-Manila	Mandatory Project Requirements	Please provide the layout of the intake well along with it coordinates / contour of the area.	1. Concessionaire has to generate this after working survey.
207	Jindal-HCC-Manila	Mandatory Project Requirements	Please provide the L-section of the existing piping / bulk transmission mains	1. Bidders may collect this information by actual visit.
208	Jindal-HCC-Manila	Mandatory Project Requirements	We understand the Plant is to be designed including the intake pumping for 192 MLD with 24 hours pumping - Please confirm	1. Yes.
209	Jindal-HCC-Manila	Mandatory Project Requirements – P. 63	Lowest water level is given as 640.00 m, where we feel should be around 450.00 m. - Please check and confirm	1. LWL in Jayakwadi Dam is 440m.
210	Jindal-HCC-Manila	Mandatory Project Requirements – P. 124	It was mentioned that the plant is to be designed for 192 MLD (7916.67 cum/hr) but then in page 128 the 192 MLD is equiv to 8000 cum/hr - Please check and confirm	1. WTP is to be designed for 192MLD i.e. 8000m ³ /hr.
211	Jindal-HCC-Manila	Sr.No.1.1.2 Service Reservoirs, P.N.6 Future Requirement (as given by AMC) on P.N.15 under AMC Water Supply of DPR – Water Audit by STC	The existing distribution network serves a population of about 10 lacs. - Provide break up of 10 lacs population for each area under water district. Is this existing population to be considered for 2001 or 2005? Tentative population for year 2011 will be 16,27,330 include 10,22,850 for City area and 6,04,780 for CIDCO area. - Kindly clarify how to correlate two different data for calculation of population? Request to furnish population for year for 2011, 2026 & 2041.	Ward wise population data is given in Annexure 17. Population figure shall be as under Year 2001 8,73,311 (Census Population) Year 2011 11,48,789 (Projected Population) Year 2026 17,10,215 (Projected Population) Year 2041 24,49,493 (Projected Population)
212	Jindal-	1.2.1 Distribution System	<u>Sr. No. iii</u>	1. AMC considers the current allocation of raw

No	Bidder	Reference on the RFP document	Query	Reply
	HCC-Manila	– Design parameters, P.N.7	<p>Water requirement at source is 160 lpcd and net demand is 135 lpcd at consumer end by considering 15% system losses.</p> <p><u>Sr. No. vi</u> Design System for fire demand</p> <p><u>Sr. No. vii</u> Design System for floating population</p> <p>On considering population of 25 lacs for yr.2041, water requirement at source will be 400 MLD. There is net shortage of 40 MLD if consider existing system for 168 MLD (12 + 28 + 28 + 100) and proposed system for 100 MLD. In addition to above, system will be design for fire demand & floating population.</p> <p>Hence clarify the correct requirement of water for proposed system for year 2026 & 2041.</p>	<p>water should be sufficient enough to take care of city's water demand through Concession Period;</p> <p>2. The demand from fire fighting and floating population should be insignificant in an overall demand</p>
213	Jindal-HCC-Manila	Future Requirement (as given by AMC) on P.N.15 under AMC Water Supply of DPR – Water Audit by STC	<p>Total daily demand for year 2011 at 150 lpcd (including 15% losses) will be 287 MLD for population of 16,27,330.</p> <p>Total demand for year 2011 will get changed if rate of 160 lpcd at source will be taken instead of 150 lpcd. Please clarify.</p>	<p>1. AMC has estimated water demand as per Annexure 7;</p> <p>2. The Bidders may consider this only as a reference point</p>
214	Jindal-HCC-Manila	1.2.1 Distribution System – Design parameters, P.N.7	<p><u>Sr. No. V</u> Distribution losses are specified for 10% out of total 15% system losses.</p> <p>Remaining 5% losses accounted from source supply to distribution system including WTP seems to be lower side. Please review &</p>	<p>1. AMC does not agree with the suggestion</p>

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			specify correctly as per technical requirement.	
215	Jindal-HCC-Manila	1.2.1 Distribution System – Design parameters, P.N.7	<p><u>Sr. No. vii</u> Design System for floating population of 1% of total population at rate of 45 lpcd water supply.</p> <p>Suggest the distribution of floating population in area wise of water districts. Because it may not be equally distributed among all districts. If floating population will cross 1%, then it is not Bidder responsibility to supply water for excess floating population. Please confirm.</p>	<ol style="list-style-type: none"> 1. The Concessionaire's is expected to provide water to the Supply Area; 2. The estimation provided can be considered only for a reference
216	Jindal-HCC-Manila	1.2.1 Distribution System – Design parameters, P.N.7	<p><u>Sr. No. vii</u> Zoning: Scour valves to be provided at low points I pipeline & all dead ends.</p> <p>It mean it is not Bidder responsibility to provide complete scouring system by means of pipeline or drainage system up to disposal point. If scouring system is under scope of work, the provide details of disposal system for year 2011, 2026 & 2041.</p>	<ol style="list-style-type: none"> 1. It is Concessionaire's responsibility
217	Jindal-HCC-Manila	1.2.1 Distribution System – Design parameters, P.N.7	<p><u>Sr. No. x</u> Zoning: Design separate zone system if average elevation difference of 15 to 25 m will be observed.</p> <p>It is specified the whole system is to be designed for six nos. of zones. Hence if elevation difference will be taken into consider, then nos. of zones may increase or decrease. Also as per DPR by STC, there are eight nos. of zones. Please clarify.</p>	<ol style="list-style-type: none"> 1. It shall be Concessionaire's prerogative to design the water supply system through Concession Period; 2. The estimation / broad design provided for the distribution system can be considered only as a reference point
218	Jindal-	1.2.2 Improvement in the	<ul style="list-style-type: none"> • Discontinue ESR if found in bad 	

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	HCC-Manila	existing distribution system, P.N.9	<p>condition or constructed more than 50 years.</p> <ul style="list-style-type: none"> • Prepare layout of distribution system on proposed road. • Calculate future nodal demand based on land used. • Replacement of AC, RCC, GI & PVC pipe. <p>Provide year of construction of all ESRs.</p> <p>Provide layout of proposed roads for year 2011, 2026 & 2041. Provide data of land use for year 2011, 2026 & 2041.</p> <p>Please confirm that replacement of all AC, RCC & PVC pipes for size up to 315 mm dia will be done by PE 10 pipe and for size 350 mm & above up to 750 mm will be carried out by DI pipe (K9/K7 class). Similarly replacement of GI pipe will be by MDPE pipe.</p>	<p>Attached herewith</p> <p>Not available at this stage. Bidder to collect this data.</p> <p>As per RFP document.</p>
219	Jindal-HCC-Manila	<p>1.3.1. Proposed Distribution Pipelines, P.N.10</p> <p>3.0 Comparison of Investment required for the distribution network using DI + PE pipes & all DI pipes.</p>	<p>Total proposed length will be 1290 m.</p> <p>Total proposed length will be 1289780 m. i.e.1290 km</p> <p>It seems that the total pipe length of 1290 is in kilometer. Please confirm.</p>	<p>1. The understanding is correct</p>
220	Jindal-HCC-	1.3.3. House Service Connection, P.N.11	MDPE pipes are proposed for House Service Connection.	Yes

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	Manila	1.4 Proposed Investment Required – Table 9 on P.N.12	<p>HDPE pipes are proposed for House Service Connection.</p> <p>It seems that the MDPE is to be provided for House Service Connection. Please confirm.</p>	
221	Jindal-HCC-Manila	3.0 Comparison of Investment required for the distribution network using DI + PE pipes & all DI pipes	<p><u>Zone 4:</u> Proposed total length for yr.2026 is 105000 meter.</p> <p><u>Zone 5:</u> Proposed total length for yr.2026 is 48000 meter.</p> <p>Please provide individual length for PE 10 & DI (K9 / K7) for both Zone 4 & Zone 5</p>	1. The Concessionaire is expected to use only DI pipes for the distribution system
222	Jindal-HCC-Manila	3.0 Comparison of Investment required for the distribution network using DI + PE pipes & all DI pipes	<p><u>Existing Length – Retained</u> Total Retained for existing length for Zone 1, 2, 3 & 4 is 96833 m i.e. 96.833 k.m.</p> <p>In existing system total length of DI pipe is only 17.20k.m. (Sr.No.1.1.1, P.N.4). So please clarify which are other pipes (as per size & length) to be considered for retained pipe in the existing system.</p>	1. Please refer RFP document
223	Jindal-HCC-Manila	Refer Cl.1.1.13. (B) (iii) (b) of RFP Volume: 1, Instruction to Bidders Sr.No.2 Ground Water Pumping By AMC , P.N.12, DPR on Energy Conservation.	<ul style="list-style-type: none"> The city is stowed with over 500 Bore wells. 24 nos. bore wells and 24 nos. open wells are fitted with submersible electric pumps. 7nos. of bore well & 2 nos. of open wells are inoperative. <p>The clear picture is only available for 48 nos. of bore wells/open wells. Then clarify for</p>	1. Attached herewith as Annexure 31

No	Bidder	Reference on the RFP document	Query	Reply
			<p>remaining bore wells.</p> <p>Please clarify about actions are to be expected for these 500 nos. of bore wells from Bidders.</p>	<p>2. Bidders to submit the planning</p>
224	Jindal-HCC-Manila	Sr.No.2 .2 Submersible Pumps installed in the Bore Wells , P.N.12, DPR on Energy Conservation	<p>About 500 nos. of submersible pumps in the bore wells dug by IMC & most of these are 3 hp pump.</p> <p>Provide MAP showing location of all bore wells and other details such as year of construction & bore log data.</p> <p>Brief the control mechanism for drawl of water as per management plan of AMC.</p>	<p>1. Attached herewith as Annexure 31</p>
225	IL&FS-ACCIONA	Tanker lorry water supply	<p>Please confirm whether tanker lorry supply included in concessionaire's scope, if so please indicate number of tanker lorries need to be maintained.</p>	<p>1. Attached herewith as Annexure 32</p> <p>2. AMC owned tankers to be handed over to the Concessionaire</p>
226		Bore well water supply	<p>Please confirm that whether concessionaire's scope also includes the water supply from existing bore wells. If so please mention the service level standards for the bore well supply.</p>	<p>1. No</p>
227	Jindal-HCC-Manila	Contour Drawings	<p>Part 1, Zone 1 is not available - Please provide same.</p>	<p>1. Attached herewith as Annexure 24</p>
228	Jindal-	Contour Drawings	<p>Pipeline network is shown for different size &</p>	<p>1. This data to be generated by the Bidders</p>

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	HCC-Manila		material with color marking. - Please provide pipe length for all type of pipeline on the drawings.	from the available data.
229	Jindal-HCC-Manila	DPR - Clause 2.0-2.2 Ground Water Pumping By AMC	<ul style="list-style-type: none"> Please clarify if the use of bore wells is part of the project scope Please provide data with regards to the water quality and yield of this wells(500) <p>We can use this wells in serving isolated distant colonies.</p>	<p>No.</p> <p>This should be assessed by the bidders.</p>
230	Jindal-HCC-Manila		Please provide City development plan for Aurangabad including zoning for the city - This is important for hydraulic simulation and right sizing of pipe for the city.	1. CDP is under preparation.
231	Jindal-HCC-Manila		Mandatory project requirement for distribution - Please provide the methodology used in arriving at the diameter and 1290km pipe length for replacement	1. Please refer the RFP document
232	IL&FS-ACCIONA	Page no : 234, Vol II, DPR	Strengthening of Harsool dam - Please confirm whether this work includes in Concessionaire scope of work	1. No.
233	IL&FS-ACCIONA	Page no : 10, Vol II, MDP 1.1.13(B) (ii) (b)	Clause 1.5 cost estimation , Group A - Harsool Scheme Area - Please provide break up for Harsool scheme area works for the project cost given as Rs 2.94 crore.	1. Please refer Clause no 1.1.1 of Section 1.1.13 (B) (ii) (b) of the RFP document
234	IL&FS-ACCIONA	Harsool Scheme, Nahar-E- Ambri scheme and 56 MLD Old scheme – Raw water conveyance system & treatment units	<p>Please confirm the rehabilitation works also includes for Harsool Scheme, Nahar-E- Ambri scheme and 56 MLD Old scheme - Raw water conveyance system & treatment units.</p> <p>As per our understanding, the water demand</p>	<p>As per RFP document.</p> <p>As per RFP document.</p>

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			during the concession period is about 265 MLD. The same may be managed with the combination of new scheme (ie 192 MLD) and 100 mld existing scheme. In that case, the existing 56 MLD scheme, Harsool scheme & Nahar-E- Ambri scheme may be discarded. Please clarify.	
235	IL&FS-ACCIONA	Page no : 7, Vol. II, MDP 1.1.13(B) (ii) (b) Clause 1.3.1. 2) City Area,	Please confirm the length of the sub trunk from Jubilee park junction to 7 ESRs. In fig. no.3.1, the network length is specified as 3000m whereas in MDP it is mentioned as 300m.	1. Please refer RFP document
236	IL&FS-ACCIONA	Construction of new MBR	Please confirm whether construction of new MBR is under the scope of the concessionaire. If it so, please mention the capacity of the MBR to be constructed at Nakshatrawadi.	1. Yes. Capacity shall be 10 ML.
237	IL&FS-ACCIONA	Page no : 11, Vol. II, MDP 1.1.13(B) (ii) (b) Clause 1.3.3 House service connection	For the HSC, MDPE pipes have been proposed. Please mention the specification for MDPE pipe.	1. As per relevant IS code.
238	IL&FS-ACCIONA	Page no : 10, Vol. II, MDP 1.1.13(B) (ii) (c) Clause 1.3.1 Proposed distribution pipelines – PE	Please clarify that PE stands for MDPE or HDPE.	1. PE stands for MDPE and HDPE also.
239	IL&FS-ACCIONA	Page no: 28 Vol. II, MDP 1.1.13(B) (ii) (d) Appendix E. 3) Central Station	Please confirm the boundary limit for the scope of work covered under SCADA system. - Also confirm whether the same may be treated as additional scope of work.	1. As per RFP document.

No	Bidder	Reference on the RFP document	Query	Reply
240	IL&FS-ACCIONA		<p>Design / Construction capacities for the project components - Please confirm the project components design & construction capacities:</p> <p>Intake structure :</p> <p>WTP :</p> <p>Raw water pumping main :</p> <p>Pure water pumping main :</p> <p>MBR :</p> <p>Gravity main from MBR</p> <p>2026 demand :</p> <p>2041 demand :</p>	<p>1. As per details attached in Annexure 6</p>
241	IL&FS-ACCIONA	1.1.13(B)(ii)(a) Technical Specification (Page 63) Power Supply intend to provide	<p>33 KV express feeder lines from MSEDCL Please specify the detailed scope and requirement needed for 33 KV feeders.</p> <p>1. Distance from MSEDCL 33 KV Grid to Raw water pump house substation at Jayakwadi.</p> <p>2. Distance from MSEDCL 33 KV Grid to Clear water pump house substation at Pharola.</p> <p>3. Latest Tariff Rate of MSEDCL.</p> <p>4. Latest Load KVA & KWH details in Existing pumping Station & WTP.</p>	<p>As per RFP document.</p> <p>1. This can be assessed by bidder by site visit;</p> <p>2. This can be assessed by bidder by site visit;</p> <p>3. Please refer Annexure 4;</p> <p>4. Please refer Annexure 33</p>