

**Delhi Water Supply Improvement Investment Program-Tranche-1 (ADB-47176-IND), Delhi Jal Board**

**Re-Invitation for Bids: NIT No. 9 (2018-19)**

**Package - DWSIIP/01: Distribution Network Improvement in UGR Command Areas C-02 and C-03 Targeting Continuous Pressurized Water Supply and DMA Based NRW Reduction and Providing House Service Connections**

**Clarifications to Bidder's Queries-2<sup>nd</sup> lot**

S. No.	Bid Volume No. and Section No.	Clause/Sub Clause No.	Page No.	Bidder's Queries	Response
1.	Volume 1 Section 4,	Bidding forms  Affiliate Company Guarantee	-	<p>It is mentioned in the affiliate company guarantee that If the Contractor fails to so perform its obligation and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract. The maximum liability of the guarantor is not defined in the format.</p> <p>So we request that the clause should be modified as "If the Contractor fails to so perform its obligation and liabilities and comply with the Contract; we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract. For greater certainty, the maximum aggregate amount of liability of the Guarantor under this Guarantee shall not exceed the maximum aggregate amount of liability of the Contractor under the Contract."</p>	<p>Bidder may note regarding affiliate company guarantee that maximum aggregate amount of liability of the Parent company under this Guarantee shall not exceed the maximum aggregate amount of liability of the Contractor under the Contract.</p> <p>Bidder to further refer s. no 23 of addendum no. 4.</p>
2.	Volume 1	Section 4	4-34	<p>As per referred clause, from Table of Adjustment Data, Non adjustable factor is given as 0.15 and bidder has to propose further breakup of 0.85, whereas the formula provided in Section 8 (Particular Conditions of Contract) is with a factor of 0.85, which will be linked with the weightage proposed by the bidder in Table of Adjustment data. By doing so, '0.85' factor will be applied twice. We presume that, '0.15'factor mentioned in the Table of Adjustment data, is indicative one.Hence, Table of Adjustment data has to be revised by removing the</p>	<p>Bidder to further refer S,no. 2 &amp; 3 of addendum no.6.</p>

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				'Nonadjustablefactor(0.15)'.Kindly confirm and issue necessary amendment.	
3.	Volume 5 Price Bid	Letter of Price Bid & BOQ Preamble to Bill of Quantities	-	From the referred preamble (Sr. 3), <i>"The GST shall be paid Extra as applicable depending upon the nature of work/ supply/service."</i> We presume that, the final bid price to be carried forward to the letter of price bid from Schedule 6 (Summary),which is exclusive of GST and same shall be paid as extra, as we are mentioning GST unit rate/ GST amount / both in the individual schedules of price bid separately. Kindly confirm.	final bid price to be carried forward to the letter of price bid from Schedule 6 (Summary), is exclusive of GST. Total GST amount to be mentioned in the individual schedules of price bid separately.
4.	Volume 1 PCC	Section 6	6-3 8-42	The referred clause states that commencement of O&M is <i>"from the date of issuance of commissioning certificate for each DMA"</i> . From the above clause, it is evident that Initial to Final take over period will not be 44 months for all 67 DMAs. Whereas in the "Price Bid, Schedule-3 Operation Services" the Initial to Final take over period is 44 months and bidder needs to quote for entire 44 months & O&M for 10 years for the entire 67 DMA's. Kindly clarify.	As per bid document.
5.	Volume 1 PCC	Section 8	8-42	In the referred clause, it is mentioned that <i>"Providing daily water supply to the citizens in the service area (in case of water supply except the extraordinary situation where water is not supplied by DJB)"</i> , from the above clause, we understand that the responsibility of the contractor to supply water will be only after the Final take over date and from Initial take over to final take over period, daily water supply will be on as is condition. Kindly confirm.	Confirmed.
6.	Volume 1 Section 8	3.2 of Schedule 3	8-42 8-52	We understand that during Initial take over to Final Take over period, O&M payment shall be paid from 'Schedule 2 : Operation services (S.No. (1) A) for operating the	Bidder to further refer S,no.1 of addendum no.6.

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	PCC	& Schedule 5		water supply system on as is condition, and after Final take over period (after Commissioning of DMA) payment shall be released on 'ML' basis i.e., from 'Schedule 2 : Operation services (S.No. (1) B)'. The payment terms mentioned in pg. no 8-42 of "Schedule 3. Payment for Operation Services Period - For the Period between Initial Taking Over and Final Taking Over" is applicable only for Commissioned DMAs. Further, Performance Targets/ Key Performance Indicators (KPI) and their payments mentioned in Schedule 5 & Schedule 3 of Section 8 (Particular Conditions of Contract) respectively shall be met only after commissioning of DMAs i.e., Final Taking over of DMA's. Kindly confirm.	
7.	Volume 1 PCC	Section 8 (a) & (g)	8-46, 47	The abbreviation for the Labour & Other materials is provided in the referred clause, whereas the formula is missing. Hence, we request you to insert the Price Variation formula for Labour component & other materials as the same is not mentioned in tender document.	Bidder to further refer S,no. 2 & 3 of addendum no.6.
8.	Volume 1 PCC	Section 8	8-53	From the referred clause, bidder is to guarantee only for the quality of water received at UGR Inlet shall be maintained throughout the distribution system after commissioning of DMAs and if any water quality issue arises at UGR Inlet it shall not attribute to the contractor. Kindly confirm. Also, we would like to inform that KPI indicated in the 3.2 Performance payment, incentives and damages in Schedule 3 of Section 8 (Particular Conditions of Contract) respectively shall be met only after commissioning of DMAs i.e., Final Taking over.	As per bid document.
9.	Draft initial Environmental Examination	111	42	As per referred clause, "Replacement of existing distribution network, and shifting the water connections from the existing to new lines will disturb the water supply services, though temporarily. Once the new pipeline laid, all the consumer connections on the old pipeline will be transferred to the new pipeline. This new pipeline shall be	Bidder may note that removal of old pipes is not under the scope of Contractor

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	n			<p><i>connected to the existing water system and commissioned to ensure water supply to the consumers."</i></p> <p>We presume that the proposed pipeline shall be laid adjacent / above the existing pipeline and removal of old pipes is not under the scope of Contractor.</p> <p>Also, If it is necessitated to remove the old pipe, it shall be treated as extra item and paid at actuals. Kindly confirm.</p>	
10.	Corrigendum 4	S.No. 76	22 of 51	<p>It has been clarified in the referred clause that the Temporary Road Restoration has to be accounted in "<i>Item iv Compliance with Environmental management Plan (EMP)</i>" at "<i>Schedule 2: other services</i>", hence we request you to quantify the Road restoration and provide necessary amendments. As road restoration being a major item of work, quantifying the same would facilitate to price the component equally among the bidders. Kindly consider.</p>	<p>Bidder need to assess the lump sum cost under <del>%</del> <i>Item iv Compliance with Environmental Management Plan (EMP)+considering all scope of work under EMP as stipulated in bid document.</i></p>