

Jal Jeevan Mission (JJM)
State Water and Sanitation Mission, Water Supply and Sanitation Department, Government of Maharashtra

RFQ: Prequalification of contractors for inviting rates for various items and Empanelment of Contractors for Execution of Single /Multi-Village Water Supply Schemes under Jal Jeevan Mission.

Clarification to the queries raised by the contractors during the Pre-application meeting held on 17/03/2021 at SWSM office for the above mentioned RFQ.

Sr. No	Contractor firm Name	Reference Clause	Clause as per RFQ	Query raised	Clarification /Reply by SWSM
1.	M/s Larsen & Toubro	1.4 Page 11	Tentative Procedure for Implementation of the Water Supply Schemes	Kindly provide timeline for appointment of contractor, finalization of Agreement & issue of work order for each work. Also, we presume that for Multi village schemes, a single work order shall be issued along with allotment of work. Kindly confirm.	Work order of the water supply schemes will be issued after the second stage of the bid (RFP) is over and empanelment of the contractor complete. It will be done as per the terms and conditions of the RFQ & RFP. For multi village scheme to be executed under this bid, single work order will be issued. This is subject to terms and conditions of the RFQ & RFP.
2.	M/s Larsen & Toubro	IV vi Page 66	Scope of work	The details of the components of particular single village/multi village water supply schemes will be provided to the bidders at the time of the allotment of that work of water supply scheme to the concerned bidder. We understand that designing of water supply scheme along with quantities	Design of water supply scheme is not in the scope of work of contractor

				shall not be under the scope of contractor. Kindly confirm.	
3.	M/s Larsen & Toubro	1.5.2 Page No 13	Hard copy submission	<p>Earnest Money Deposit may be submitted in the form of Bank Guarantee. The original Bank Guarantee must be delivered to address mentioned in clause 1.5.1 above within 2 days from the date of opening of the technical bids failing which the bid shall be summarily rejected.</p> <p>We understand that only Earnest Money Deposit in form of Bank Guarantee shall be submitted in original within 2 days from date of opening of Technical Bid. Kindly confirm.</p>	Yes
4.	M/s Larsen & Toubro	1.2 page 11	Details of existing structures	<p>Retrofitting of completed and ongoing schemes to provide FHTCs at minimum service level of 55 LPCD;</p> <p>The Repair to existing water supply scheme includes repair or replacement of components mentioned above.</p> <p>We request you to provide the details of existing infrastructure, pipeline details.</p> <p>Also, we presume that proposed pipeline shall be laid as per design requirement and discarding of old pipes is not under the scope of Contractor. And if it is necessitated to discard old pipe, it will be paid at actuals. Kindly confirm.</p> <p>Details of existing infrastructure, pipeline details (to be retained and connected with proposed phase) which</p>	If required, details will be provided by employer at the time of execution.

				will be helpful to bidder for analyzing and arriving at the exact quantity of existing works that needs to be assessed and also arrive at a competitive price	
5.	M/s Larsen & Toubro	4.2 page no 22	Documents to be furnished	<p>“Appointment order and Copy of latest PF statement. Information in form 11”</p> <p>We request you to kindly delete this clause and allow the bidders to submit letter stating the date of joining of their employment. Kindly consider & confirm.</p> <p>Since Appointment order and PF documents are very confidential and sensitive in nature, it is difficult for any organization to provide the same for all staffs.</p>	It is mandatory to submit appointment order along with last month salary certificate.
6.	M/s Larsen & Toubro	5 (e) page no 24	Rates	<p>Rates of each item quoted by all the contractors will be compared with the reference rates of items mentioned in the schedule of items. The lowest rate of each item will be identified.</p> <p>We request you to consider rates of L1 bidder instead of Lowest rates of all items by various bidders.</p> <p>Since every bidder has different strategies / assumptions for their quoted rates. Hence, request you to consider rates of L1 bidder for all items to arrive at “final approved rates”.</p>	As per RFQ
7.	M/s Larsen & Toubro	5 (l) Page no 25	Allotment of work	<p>“SWSM reserves right to allot regions / districts, based on their ranking. The lowest contractors (L-1) will be considered as number one in ranking,</p>	As per RFQ

				<p>the second lowest contractors (L-2) will be considered as the second in the ranking and so on, till last lowest contractors who will be considered last in the ranking.”</p> <p>We request you to allot a single package of value to the tune of 200 crores to the lowest evaluated bidder in each district. Kindly consider & confirm.</p> <p>As you would be aware that awarding multiple packages of small value does not attract reputed contractors across India thus leading to award of this prestigious work to other contractors resulting in project delay or bad work.</p>	
8.	M/s Larsen & Toubro	9.8 Page no 30	Price Escalation	<p>Price Escalation is not allowed</p> <p>We request you to consider the price escalation during construction period and O&M as being considered in contracts PAN India for projects for such duration including extended duration if any.</p> <p>Considering the extreme volatility of prices of various materials such as DI, GI, HDPE Pipes, cement, steel reinforcement & other materials, labours & machineries involved in the work to be carried out under the contract, predicting the price for next four years is very difficult.</p>	As per RFQ
9.	M/s Larsen & Toubro	9.8 Page No 31	Revision of Rates	<p>P0 = Wholesale price index of the month and year of the last date of submission of financial offer.</p> <p>P1 = Wholesale price index of the</p>	WPI of all commodities to be considered.

				<p>month and year, at the end of one year (and subsequent years as the case may be) from the date of empanelment. Value of P0 will remain fixed. However value of P1 will vary every year. We request you to clarify the WPI component / commodity to be considered for revision of rates of various items.</p>	
10.	M/s Larsen & Toubro	9.8 Page No 31	Revision of Rates	<p>Revised rates will not be applicable to the work which are already allotted (work order already issued) or which are under execution. During the entire execution period of the work, rates will remain fixed. We request you to revise rates year wise rather than fixed for entire execution period. For better cash flow of project and contractor</p>	As per RFQ
11.	M/s Larsen & Toubro	9.12 Page No 33	Stamp duty charges	<p>The contractor shall bear the revenue stamp as per the Indian Stamp Duty Act (1985) (latest revision) provision applicable during contract period. The required Stamp Duty shall be paid through Government Receipt Accounting System (GRAS) to Government Account at every occasion of entering into contract. Kindly confirm stamp duty charges to be considered for executing the contract agreement.</p>	Contractor shall bear the stamp duty charges at prevailing rate, as per latest government notification / GR, while entering into the agreement for each individual work.
12.	M/s Larsen & Toubro	Form 7A – 7G Page No 46	Various Forms	It is mandatory to submit work order/ contract document along with the Completion certificate duly signed /	As per RFQ.

				counter signed by the officer not below the rank of superintendent engineer or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall rejected. We understand that Letter of Acceptance shall also be submitted in place of work order / Contract Document. Kindly confirm.	
13.	M/s Larsen & Toubro	Form 8 Page No 53	Information about work in hand	(To be supported with certificate signed by Executive Engineer or equivalent officer) We request you to allow the bidder to provide supporting documents with certificate issued by Executive Engineer or equivalent officer or Chartered Accountant. Since we execute voluminous numbers of project, providing certificates signed by Executive Engineer is not viable.	Accepted
14.	M/s Larsen & Toubro	Form 10 Page No 55	Financial information	Average positive Net worth (in lakhs) We understand that tender calls for Net worth for 3 financial year. Kindly confirm.	Average Turnover and net worth for the FY 2017-18, 2018-19 & 2019-20 shall be considered.
15.	M/s Larsen & Toubro	Form 14 Page No 60	Bank Guarantee Format	"M/s..... herein after called the Consulting Firm, having its registered office / head office atwith the following Directors on their Board of Directors / partners of the firm." "proposal/bid is revoked during its validity period /the prices are increased unilaterally after the	please see departmental clarification

				<p>proposal opening and during validity of the offer or the consulting firm have failed or refused to sign the Contract in conformity with their final offer”</p> <p>The subject RFQ is meant for Contractors, we request you to amend the consulting firm as contractors in above clause.</p>	
16.	M/s Larsen & Toubro	Form 12 Page No 57	Bid Capacity	<p>BIDDING CAPACITY= [(1.25 X N X A)-B] Where ...</p> <p>N= Number of years prescribed for completion of the work for which present bid is invited</p> <p>B= Value of existing commitment of ongoing work to be completed during the period of completion of work (i.e., work in hand)</p> <p>A= Average value of Maximum engineering works executed by the contractor during the last three years of last five years, upgraded to the present year (i.e. tender accepted year) by the formula given below</p> <p>A= $1 + \frac{(WIP\ Present - WIP\ Max\ Value\ years)}{(WPI\ Max.value\ years)} \times$ Maximum value of engineering works executed in a year</p> <p>As the subject RFQ is meant for contractors empanelment for 4 (four) years, we presume that N value shall be 4 (four) years. Kindly confirm.</p> <p>Also, while calculating A, upgraded to present year, tender calls for WPI index. Whereas the component to</p>	<p>No of Years= 4 Years</p> <p>The value of N is 4 years</p>

				<p>which the same related is not mentioned. We request you to clarify the WPI component / commodity to consider for escalating the value of civil engineering works.</p> <p>Calculation of Bid capacity is not possible without knowing the number of years.</p> <p>WPI commodity or component is required to calculate the escalated value of civil engineering works.</p>	
17.	M/s Larsen & Toubro	1.4 a) Page No 11	Funding pattern	Kindly clarify and elaborate funding pattern for subject projects.	Funding pattern is Central 50%: State 50%; subject to government policy.
18.	M/s Larsen & Toubro	Annexure 2 Page No 65	Tentative allocation for 4 years	Kindly clarify how the fund allotment for various districts as shown in annexure will be done for L1 bidder, if awarded under the district mentioned.	As per RFQ
19.	M/s Larsen & Toubro	2.2 iv Page No 72	Delay payment	<p>However, No interest will be payable on delayed payment.</p> <p>We request you consider interest/compensation will be paid by department on account of delayed payment at 3% above repo rate of RBI. Kindly consider & confirm.</p> <p>To facilitate better cash flow of these projects.</p>	As per RFQ
20.	M/s Larsen & Toubro	2.2 vii Page No 72	Payment details	<p>For all works Third Party Inspection (TPI) and certification before payment is mandatory.</p> <p>We presume that, SWSM will certify within 15 days from submission of bills. Kindly confirm.</p> <p>Also request you to consider payment</p>	As per RFQ

				within 30 days from submission of bills rather than 30 – 45 days.	
21.	M/s Larsen & Toubro	22 Page No 75	Water and Electricity	We understand that water & electricity required during commissioning and trial run shall be borne by the client. Kindly confirm.	As per RFQ
22.	M/s Larsen & Toubro	26 Page No 76	Minor and Marginal changes	Any marginal and minor changes as may be found necessary by the Engineer in charge during execution shall have to be carried out by the contractor without extra cost. Kindly clarify and elaborate the terms “marginal and minor changes”. Also, we request you to consider any changes as extra item and paid accordingly. Kindly confirm.	If “marginal and minor changes” lead to change in quantity or extra item, same will be paid as per the concerned clauses in the RFQ.
23.	M/s Larsen & Toubro	WS-I(I)-2.2 Page No260	Permissions & Approvals	We understand that the permissions & clearances for sanctuary, railway, NH, SH, forest, canal (crossings) and from all other departments will be borne by the employer & all necessary depository/permission fee as applicable for the same will be paid by MJP and only liasioning shall be in the scope of contractor. Please confirm. Also, we understand that any delay in getting permissions is not attributable to contractor and suitable extension of time & overstay shall also be paid at actuals. Please confirm if our understanding is correct.	Yes Any delay in getting permissions is not attributable to contractor. Time extension will be considered as per the provisions in concerned clause of time extension. Overstay will not be payable.

24.	M/s Larsen & Toubro	General Page No 80	Right of Way	We understand that right of access to existing & proposed facilities and required width of ROW for laying of pipelines shall be provided to us by the authority with all permissions & clearances and free from all encumbrances, including payment of necessary charges, depository fees, crop compensation to all the authorities, private land owners & pipe alignment along industrial areas. Kindly confirm.	Yes
25.	M/s Larsen & Toubro	76.10 m Page No 93	ROW and dispute to farmer	<p>The Contractor shall have to solve all ROW & disputes of farmers & other obstructions while erection of the HT cable & overhead line. The expenses required for this will be Contractor's responsibility.</p> <p>We request you to consider all permissions & clearances for ROW and settling disputes of farmers & other obstructions while erection of the HT cable & overhead line in employer's scope. Kindly consider.</p> <p>The process of obtaining ROW and other permission by the contractor is time consuming.</p>	Yes. However, contractor will have to do necessary liasoning.
26.	M/s Larsen & Toubro	General Page No	Land acquisition	We understand that, encumbrances free land required for proposed permanent structures viz., WTPs, MBRs, ESRs, GSRs & Sump cum PHs etc. shall be provided by employer after award of work without any delay. Any delay due	Land will be made available by the employer. Any delay due to the land acquisition will not be attributable to the contractor. No compensation will be payable to the contractor for delay,

				to the same shall not be attributable to the contractor and suitable compensation/EOT will be provided. Kindly confirm.	due to the delay in land acquisition.
27.	M/s Larsen & Toubro	61 Page No 87	Statutory variation	Any increase in tax rates till completion of work shall be fully borne by the Contractor and shall not be reimbursed to him on any account. We request you to kindly consider statutory variation payable to the contractor. Change in tax structure cannot be predicted at this stage of bidding.	As per RFQ.
28.	M/s Larsen & Toubro	70 Page No 88	Mobilization Advance	Mobilization Advance will not be granted. We request you to provide us interest free mobilization advance of 10% of the contract value for the subject project. Kindly consider and confirm. We would like to bring to your kind notice that mobilization advance has been provided for various water supply projects that were envisaged across contracts in India and in order to facilitate better cash flow and smooth progress of project	As per RFQ
29.	M/s Larsen & Toubro	15 Page No 100	Shutdown period	The works of cross connections to existing lines are to be arranged in such a way as no major shutdowns are required to be taken and work should be completed within minimum period of time, without interrupting the major water supply in the area.	As per RFQ

				<p>We request you to allow shutdown and provide feasible timeline for shutdown work to carry out the interconnection works</p> <p>Connection to existing line is not possible without shutdown and the same depend on the extend of cross connections.</p>	
30.	M/s Larsen & Toubro	13 Page No 100	Damage by Floods or Accident	<p>No compensation will be allowed to the contractor for his plant, material and work etc. Lost or damaged by floods or from other causes. The Contractor shall be liable to make good any part of material which is in charge of the Contractor and which is lost or damaged by floods or from any other cause.</p> <p>Kindly consider inclusion of floods & pandemic lockdown as Force majeure and amend the clause accordingly.</p> <p>We understand that the referred clause shall be referred to force majeure as the damages caused by flood is due to act of God. Hence, the same shall be considered as force majeure and shall be dealt with insurance.</p>	As per RFQ
31.	M/s Larsen & Toubro	9.11 (b) Page No 32	Release of Security Deposit	<p>Balance 2% amount will be recovered through each running bill at 5% of the gross amount of R.A. Bill.to the extent that total required security deposit is to be recovered.</p> <p>We request you to allow contractor to submit full 4% of security deposit in the form of Bank Guarantee rather that</p>	As per RFQ

				deduction of 5% on every bill. Please consider and confirm. For better cash flow of project and contractor	
32.	M/s Larsen & Toubro	Clause 1 Page No 107	Release of SD	The amount of security deposit lodged by Contractor shall be refunded along with the payment of the final bill, if the date up to, which the Contractor has agreed to maintain the work in good order, is over. 100% amount of the security deposit of the total tender cost shall be refunded along with the payment of the final bill. Ten percent amount will be withheld from security deposit depending upon the nature of work, till the defect liability period is over. We understand that 90% of security deposit shall be released after completion of construction works and 10% of respective works will be released after completion of DLP of defective works. Please Confirm.	Please refer departmental clarification.
33.	M/s Larsen & Toubro	Clause 2 Page No 108	Compensation for Delay	We request you to consider 0.10% of estimated cost of work remain un-commenced or unfinished after the stipulated dates on not achieving project completion. Also, if there is any LD imposed on not achieving the intermediate milestones proposed during execution, the same shall be liable for reimbursement on completion of total project within stipulated duration. Kindly consider	As per RFQ

				and confirm. Also, delays would be assessed with respect to project completion period, and suitable Extension of time shall be granted, and payments withheld shall be released immediately, if Extension of time is granted. Kindly consider and confirm.	
34.	M/s Larsen & Toubro	Clause 17 Page No 115	Bad work	We understand that 1% of amount of the estimate every day levied in case of bad work shall be the amount of respective bad work. Please confirm.	As per RFQ.
35.	M/s Larsen & Toubro	20 Page No	Defect liability period	We request you to consider the defects liability period as same as O&M scope i.e., 1 year for Multi Village Scheme and 3 months defect liability period for Single Village Scheme. Please consider and confirm.	As per RFQ
36.	M/s Larsen & Toubro	General	Priority of documents	We request you to provide the priority of documents in case of any discrepancy between the sections of the tender document.	As per RFQ
37.	M/s Larsen & Toubro	DS 7.26.0 Page No 471	Payment breakup for WTP	We understand that item wise payment schedule for WTP is tentative and revised schedule shall be mutually agreed by the contractor and employer at the time of agreement. Kindly confirm	No. It is final.
38.	M/s Larsen & Toubro	DS 8.8 Page No 495	Payment breakup for MBR/ESR/BPT/Sump	We understand that, given payment schedule is tentative and revised schedule shall be mutually agreed by the contractor and employer at the time of agreement. Kindly confirm	As per RFQ

39.	M/s Larsen & Toubro	11	Mode of measurement	We understand that payment for other items shall be made at actuals. Kindly confirm.	As per RFQ
40.	M/s Larsen & Toubro	S.S 12 Page No 134	Disposal of excavated stuff	We presume that royalty charges for the disposal of excavated stuff will be reimbursed at actuals to the contractors since all excavated stuff shall be Government property. Kindly confirm. Royalty charges varies according to the location and type of material.	As per RFQ
41.	M/s Larsen & Toubro	S.S 13 Page No 100	Damages to above / underground utilities	In the referred clause, its mentioned that, "In case the repairs are done by owner, the cost of such repair will be recovered from the contractor". We request you to kindly reimburse at actuals to the contractors for damages to above / underground utilities which is not attributable to contractor. Kindly confirm. Since the project is located in vast area, it is likely that the utilities may be damaged without the knowledge of the contractor. If any such utilities are envisaged prior to execution of work, the same shall be intimated to concerned department and any cost involved in rectifying the damages will be paid to the contractor at actuals.	As per RFQ
42.	M/s Larsen & Toubro	12	Design Mix Concrete - Fly ash	We request you to kindly confirm that the bidder is allowed to use fly ash in concrete works as per codal provisions. Kindly confirm.	As per RFQ.

				As per IS 456:2000 Fly ash may be used as part replacement of OPC provided uniform blending with cement	
43.	M/s Larsen & Toubro	Item no. 200 Sub Item No 1835 Page No 737	WBM Surface - Road Picking	We request you to kindly provide the specification and thickness of WBM layer (subgrade/ base course) of road surface to be considered for road picking. Kindly provide. Rate depends upon the layer of subgrade / basecourse and thickness	If necessary, details will be provided in second stage of bid i.e. at RFP stage.
44.	M/s Larsen & Toubro	Item no. 201 Sub Item No 1836 Page No 737	BT Surface - Road Picking	We request you to kindly provide the specification and thickness of each layer (subgrade/ base course) and top finish course of road surface to be considered for road picking. Kindly clarify. Rate depends upon the layer of subgrade / basecourse / Topcoat and thickness	If necessary, details will be provided in RFP.
45.	M/s Larsen & Toubro	1.7 Page No 138	Slope in Pipeline Trench Excavation & Road Restoration	In the referred clause, it is mentioned that, "Extra widths for pits at sockets, collars, specials, joints, construction and also for working liabilities shall neither be measured nor paid for". We bring your kind notice that contractor shall maintain required slope to ensure the safety and stability of the trench excavation as per Safety protections as mentioned in IS 12288 codal provisions. Hence, we request you to kindly consider slope excavation and it shall be paid against respective excavation items (Item no 1 to 14). Kindly confirm.	As per RFQ

				Also, we understand that payment for Road restoration shall be measured by considering top width (as mentioned above including slope) of the excavated pipe trench. Kindly confirm. AS per the guidelines given in IS 12288	
46.	M/s Larsen & Toubro	D.S 2.7 Page No 427	Intake well	The referred clause states that, "The well structure up to RL M shall be designed for non-cracking condition" we request you to kindly allow the bidder to design in limit state method with limiting crack width of 0.2mm as per IS 3370:2009. Please confirm. As per IS 3370:2009 part 2 allows to design the water retaining structures with limit state method with limiting crack width of 0.2mm for optimize design.	As per RFQ
47.	M/s Larsen & Toubro	D.S 4.5 Page No 429	Approach bridge	The referred clause states that, "The entire structure of RCC Bridge shall be in designed in M-250 mix and shall be constructed in M-300 mix with required reinforcement". We request you to kindly allow the bidder to design and construct the approach bridge in M25 grade of concrete. Please confirm. As per IS 3370:2009 M30 grade of concrete is used for water retaining structures since Approach bridge is not a water retaining structure so M25 grade is sufficient.	As per RFQ
48.	M/s Larsen & Toubro	D.S 4.6 Page No 429	R.C.C. Bridge - Design methodology	The referred clause states that, Design with limit state method is not	As per RFQ

				<p>acceptable for the construction of RCC Bridge. We request you to kindly allow the bidder to design in limit state method with limiting crack width of 0.2mm as per IS 3370:2009. Please Confirm.</p> <p>As per IS 3370:2009 part 2 allows to design the water retaining structures with limit state method with limiting crack width of 0.2mm for optimize design.</p>	
49.	M/s Larsen & Toubro	D.S 4.6 Page No 429	R.C.C. Bridge - Seismic zone	<p>The referred clause states that" All the structures should be checked for seismic zone III (one Zone higher than prevalent earthquake zone) action for safety and stability". We request you to kindly allow the bidder to design the structures with seismic zone-II as per IS 1893 part 1:2016. Please Confirm.</p> <p>As per IS 1893 part 1:2016 Maharashtra falls under seismic zone II. If we have to design seismic zone-III then ductile detailing is required, it increases the steel quantity.</p>	As per RFQ
50.	M/s Larsen & Toubro	3 Page No 491	ESR – Water depth	<p>The referred clause states that, "Maximum actual water depth shall not exceed 5.0 M". We request you to kindly allow the bidder to consider maximum water depth as per design requirement. Kindly Confirm.</p> <p>If the water depth of ESR is restricted to 5m then diameter of tank will increase, and it is not feasible for land constraint areas</p>	As per RFQ

51.	M/s Larsen & Toubro	3 Page No 491	Grade of concrete	The referred clause states that, "The staging of ESRs (Columns, braces, footing / Raft) shall be designed in M-25 Grade of concrete, however, casting shall be done in M-300 grade of concrete". We request you to kindly allow the bidder to design and construct the staging of ESRs in M25 grade of concrete. Kindly confirm. Staging is non water retaining portion so it can be constructed with M25 grade of concrete and can cost also can optimize.	As per RFQ
52.	M/s Larsen & Toubro	3 Page No 491	Uplift Pressure	The referred clause states that "Uplift pressure on the foundation of structure should be considered as per available water table at site in rainy season. However, minimum uplift up to 50% of depth of foundation below ground level should be considered in the designs". We request you to kindly allow the bidder to consider ground water table as per soil investigation report. Kindly confirm. Uplift pressure on the foundation of structure should be considered as per ground water table as per geotechnical investigation report during execution to arrive an optimum design.	As per RFQ
53.	M/s Larsen & Toubro	3 Page No 491	ESR foundation	The referred clause states that, "When safe bearing capacity of foundation is less than 15Tones/m ² only raft foundation should be provided". We request you to allow the bidder	As per RFQ

				<p>consider raft foundation when safe bearing capacity of soil is less than 8 Tones/m² as per design requirement and without altering intend of the project. Kindly confirm.</p> <p>For Smaller capacities of OHTs restriction of raft foundation up to 15T/m² is uneconomical and will lead to increase in quantity.</p>	
54.	M/s Larsen & Toubro	D.S 1.0 Page No 426	Grade of concrete	<p>The referred clause states that, "All RCC work on Jackwell and pump house shall be designed in M-250 and water retaining structure as well as structure whichever exposed to sever rain, alternate wet-ting and drying. According not less than 45 mm concrete cover shall also be provided. The item shall be executed as per IS Code and in M-300". We request you to kindly allow the bidder to consider M30 grade of concrete for design and construction of water retaining structures and M25 for non-water retaining structures. Kindly confirm.</p> <p>When we design with M-25 grade of concrete stresses in the concrete is less compared to M-30 grade of concrete which will be uneconomical way of design.</p>	For Pump House M 25 concrete is allowed.
55.	M/s Larsen & Toubro	WS G-2	PCC	<p>The referred clause states that, "M-200 PCC for water retaining structure" whereas in Clause 3 page no 491 states that, "The concrete of grade M-15 shall be used for PCC work" and another</p>	M-200 PCC for water retaining structure and for other structures PCC in M-150 is allowed.

		3 2.12 Page No 162 & 491		Clause 2.12 page no 493 states that “In normal circumstances min 100 mm thick PCC with 100 mm projection all around in M10 with coarse aggregate as metal shall be provided as levelling course”. Hence all the clauses are contradictory we presume that PCC of M10 grade can be used as levelling course for all the structures. Kindly confirm.	
56.	M/s Larsen & Toubro	12 Page No 105	Cement content	The referred clause states that, “However quantity of cement shall not be less than the one specified below. Nominal Mix 1:1:2(M-250) 11 bags/one cum of cement concrete 1:1:5:3 (M-200) 7.90 bags/one cum of cement concrete 1:2:4 (M-150) 6.30 bags/one cum of cement concrete “. We request you to kindly allow the bidder to consider minimum cement content as per IS 456:2000. Kindly confirm. AS per the guidelines given in IS 456:2000	As per RFQ
57.	M/s Larsen & Toubro	Item 1 Sub item no:1A Sl.no:9 Page No 711	Store house	We request you to kindly provide the minimum plinth area to be considered for store house. Kindly provide. Data not available in NIT.	As per RFQ
58.	M/s Larsen & Toubro	WS-M-9 Page No 365	Pipe bedding	The referred clause states that, “For pipe bedding PCC of grade M10 shall be used for which payment shall be done as per PCC 1:3:6 item of work”. We	Necessary items and quantity will be included in the schedule - B of the water supply scheme at RFP stage.

				request you to kindly allow the bidder to consider granular material like murrum or sand for pipe bedding instead of PCC 1:3:6. Kindly confirm. As per the guidelines given in IS 12288 4.2.6 Where excavation is through rocks or boulders, the pipeline should be bedded on concrete bedding or on at least 150 mm of fine grained material, or other means are used to protect the pipe and its coating.	
59.	M/s Larsen & Toubro	General	Construction methodology	We presume that bidder is free to choose type (Precast / Steel / Cast in situ) and construction methodology of smaller capacities OHTs without altering the intent of the project. Kindly confirm. By using alternative construction methodology for the smaller capacities of OHTs, the contractor can reduce the construction duration, and which enables timely completion of projects.	As per RFQ. Necessary items and quantity will be included in the schedule - B of the water supply scheme at RFP stage.
60.	M/s Larsen & Toubro	General	Tender Drawings	Kindly provide the typical drawings for all the Structures/components involved in the scope of the project.	Available drawings will be provided with the work order / bid document of water supply scheme to be executed through this empanelment.
61.	M/s Larsen & Toubro	2.6.8.3 Coating Application: Item No: 60 Page No 226	Internal Coating of FBE	As per NIT, "Internal Coating: 1. Food grade Fusion Bonded epoxy lining of minimum 400 micron as per IS 3589 annex-C." We request you to kindly delete this clause. Kindly confirm. Please note that this would be the first	As per RFQ

				time such internal coating of MS pipes is being implemented in a drinking water supply project and there is hardly any manufacturer who has this capability.	
62.	M/s Larsen & Toubro	2.6.8.3 Coating Application: Item No: 60 Page No 226	3 LPE coated MS Pipes	Please note that MS pipes of 700 and above dia are only manufactured and coated with 3 LPE coating. Hence, we request you to kindly allow bidder to consider 3 LPE external coating and food grade epoxy internal coating for MS pipes of 700 dia and above Epoxy external coating and food grade epoxy internal coating for MS pipes of < 700 dia Kindly accept	As per RFQ
63.	M/s Larsen & Toubro	1.2 Components under JJM: Page No 11	Water Grids	As per NIT, “d) Multi Village Scheme (MVS) with water grids/ regional water supply scheme” We request you to provide detailed description of scheme and scope of work under this Multi Village Scheme (MVS) with water grids	Details will be provided with the work order / bid document of water supply scheme to be executed through this empanelment will be made available by the implementing agency.
64.	M/s Larsen & Toubro	Item no 429 Page No 780	Rates for Flow Control Valves and Pressure Reducing Valves	As per the description given in this line item, bidder has to quote for Flow Control Valve or Pressure Reducing Valve for ESR. Hence, we request you to provide separate item for flow control valves and pressure reducing valves. Please note that this would be the first time such internal coating of MS pipes is being implemented in a drinking water supply project and there is	Yes. This will be added at RFP stage i.e. at second Stage of bidding.

				hardly any manufacturer who has this capability.	
65.	M/s Larsen & Toubro	Item no 66 Item no 67 Item no 70 Item no 145 Page No 19	MoC of ESR D/F Pipes, and specials	As per NIT clause, CI / MS pipes are mentioned for ESR D/F pipes. Hence, we request you to include DI as an option for ESR D/F pipes and specials along with C.I / M. S Please note that CI pipes are outdated and very few manufacturers currently manufacture CI pipes (leading to longer delivery schedules) also most of the state water boards recommend DI D/F pipes as they are most suitable pipes for transporting clear water.	Yes. However, if required, relevant items will be included in the schedule at RFP stage.
66.	M/s Larsen & Toubro	Item no 53 Page No 621	Making cross connection to existing distribution main	We request you to kindly split the item into sub items based on MOC of the distribution pipeline Please note that selection of saddle required for making connection depends upon the MOC of the distribution pipeline.	As per RFQ
67.	M/s Larsen & Toubro	Item no 92 – 102, 110, 111, 113 Page no 670	CI valves	We request you to kindly remove these line items from the Schedule of Items As per NIT clause, CI valves are outdated and most of the manufacturers have shifted to DI due to its superior strength and other qualities. As there are hardly any manufacturer providing CI valves, it is not possible for the bidder to quote rates against these items	As per RFQ. Many manufacturers are manufacturing Cast iron Valves
68.	M/s Larsen & Toubro	WS-H-21.2.2.2 Option 2:	House service connections	Kindly include the requirement of saddle in option2. In Schedule of Items, item no 58, saddle	Modified item descriptions and

		Item no 58 Page No 248		is mentioned whereas the same is not mentioned in technical specifications of the House service connections in option 2. Saddle details should be added in Option 2	specifications will be included at RFP stage.
69.	M/s Larsen & Toubro	WS-H-21.2.2.1 :- Option 1: WS-H-21.2.2.2 Option 2: Page No 248	House service connections	As per the referred clause, we understand that in option 1 and option 2 the end part of the house service connection shall be Gun metal/brass valves. Bib cock, tap is not required in these options. Kindly confirm.	Modified item descriptions and specifications will be included at RFP stage.
70.	M/s Larsen & Toubro	WS-I(IXII)-24 PROVIDING SLUICE VALVES Page No 325	MJP Vendor list for valves	As per the MJP vendor list available in the MJP website, we understand that the major valve manufacturers are missing in the vendor list. Hence, we request you to allow all equivalent makes	The approved list is now updated & the approved valve manufacturer's name is added in this list. So As per RFQ.
71.	M/s Larsen & Toubro	WS-I(IXII)-24 PROVIDING SLUICE VALVES	Resilient Sluice valves	As per the referred clause, all the sluice valves shall be resilient type. However, in further clause, it also specifies for IS marking. Please note as per IS 14846, only metal seated valves will have IS marking, hence we request you to remove the IS marking.	The DI resilient seated sluice valves are not having any IS. These valves are to be used in addition to CI Sluice Valves as per site requirement. The testing of valves is to be done as per IS 14846..
72.	M/s Larsen & Toubro	2.00.00 Page No 329	Bidder submittals for coating process	As per the referred clause, Bidder needs to submit the equipment list, QA/QC procedures/ field Quality Plan details during the submission of the bid. Submission of these details during the bidding stage will be very exhaustive hence, we request you to kindly allow bidders to submit these details after the award of the contract.	Accepted.

73.	M/s Larsen & Toubro	Item no 68 Page No 631	Equivalent make for coating for MS special	As per the referred clause, makes for coating for MS specials is mentioned in the BOQ. We request you to kindly allow bidders to consider equivalent makes	Equivalent makes after the due approval of the employer may be considered.
74.	M/s Larsen & Toubro	-	Borewell/Tubewell	Kindly include BoQ item for Construction of Tubewell/Borewell.	These items will be considered at RFP stage.
75.	M/s Larsen & Toubro	-	Units of Measurement	Kindly provide Units of Measurement for all the Item descriptions mentioned.	As per RFQ
76.	M/s Larsen & Toubro	-	Details of the scheme	Since the project involves Both SVS and MVS, kindly brief the bidders on the following queries. Source for SVS/MVS. No of Villages to be clubbed under one MVS. List of Villages to be covered under each project for Both SVS and MVS Population details of the villages. Growth rate to be considered for Population projection.	Details will be provided with the work order / bid document of water supply scheme to be executed through this empanelment
77.	M/s Larsen & Toubro	-	Pipe MOC	In BoQ, provision for RCC, PSC, GI, PVC, HDPE, DI, MS pipes are provided. Kindly clarify the locations/Conditions where each of the aforesaid mentioned pipe material needs to be utilized.	Details will be provided with the work order / bid document of water supply scheme to be executed through this empanelment
78.	M/s Larsen & Toubro	-	Design Considerations	Kindly Provide the bidders with Design considerations to be made such as Peak factor to be considered for Distribution Network. Losses to be considered for demand estimation. Criteria for Capacity of ESR. Criteria for Zoning of Village into	Hydraulic Design of the distribution network is not in the scope of bidder.

				command area of each ESR.	
79.	M/s Larsen & Toubro	76.22 & 6. Page No 498	Solar system for operation of Pumps	From the clauses, we understand that for operation of Pump sets, bidder to consider minimum 900Wp solar plant for 1 HP Pump set. We understand that the solar system for operation of Pumps shall consist of PV module, Inverters, Starter panels (VFD) in ON grid (without battery backup). Kindly confirm.	The Solar pumps are to be provided with Solar PV Module, Converter for making Dc to AC supply in case of AC operated pumps, cable, starter & Solar panel mounting but without battery backup.
80.	M/s Larsen & Toubro	DS.7.19.0 Page No 465	Type of Starter	In Accordance with the clause, kindly allow the bidder to consider the type of motor starter for multi village scheme as below Up to 7.5 kW - DOL Above 7.5 to 75 kW - Star-Delta Above 75kW - Soft Starter (Instead of ATS Starter) Kindly consider. As per IS 10118 Part 3	Star Delta starters may be accepted upto 30 HP. Above 30 HP soft starters will be accepted in addition to Auto Transformer starter.
81.	M/s Larsen & Toubro	PS - 22 Page No 573	Transformers	As per the clause transformers mentioned as "Aluminium wound transformer & in winding specifications mentioned as electrolytic grade copper conductors". We understand that transformers shall be provided with electrolytic grade copper windings, Dyn11, ONAN, OCTC, outdoor type Kindly confirm	Copper wound transformers are also accepted in addition to Allum. wound transformers as per MSEDCL requirement. This will be included at RFP stage
82.	M/s Larsen & Toubro	76.22 Page no 584	Solar on grid power plant	From the clauses, we understand the net metering charges for on-grid solar	The net metering cost will be borne by the client.

				plant shall be borne by client, kindly confirm	
83.	M/s Larsen & Toubro	3. Internal cabling & & PVC insulated, Armored Cable 1100V Grade Page no 774	Cable Specification	As per the Clauses, Cable Selection Shall be as Follows Cables up to & Including 6 Sq mm - Copper Cable Cables above 6 Sq mm - Aluminum Cable Kindly Confirm As per IS 7098 Part 1 & 2	The cables are to be used as per equipments & site requirement with consultation of Engineer in charge. Hence as per RFQ.
84.	M/s Larsen & Toubro	7.12.5 Page no 455	Water column in Filter beds	As per referred clause states that, "Filter boxes should have to be designed in such a way that the depth of standing water on the bed should be about 3.5 to 4 m supported by due design". From the above clause we presume that the mentioned 3.5 to 4m depth of standing water is typographical error and it is a filter bed overall height with media and water column. Kindly confirm. As per CPHEEO manual, the standing depth of water over filter varies between 1 and 2m.	As per RFQ
85.	M/s Larsen & Toubro	7.11.1 7.29.0 Page No 450	Clariflocculator surface loading rate	As per referred clause 7.11.1 states that, "Clariflocculator surface loading rate is mentioned as 30cum/sqmt/day". As per referred clause 7.29.0 states that, "Surface loading 30 Cum/Sqm/day i.e., with overloading". From the above clauses, we request you to allow the bidder to consider the	Surface loading 30 Cum/Sqm/day without overloading to be considered.

				Clariflocculator surface loading rate as 30-40 Cum/Sqm/day as per the CPHEEO manual. Kindly confirm. As per CPHEEO manual, the Surface loading rate for the Clariflocculator is 30-40m ³ /m ² /day	
86.	M/s Larsen & Toubro	7.12.1 7.29.0 Page No 452	Backwash rate	As per referred clause 7.12.1 states that, "Wash water at the rate of 600 lit/Sqmt/minute of the filter bed area for a duration of 12 min". As per referred clause 7.29.0 states that, "Rate of Backwash rate is mentioned as 600 liters/Sqm/minute.10 Minutes". Kindly clarify and allow the bidder to consider the backwash rate as 400-600liters/Sqm/minute with 10 minutes as per the CPHEEO manual. Kindly confirm. As per CPHEEO manual, the Backwash rate for the filters is 24-36m ³ /m ² /hr.	As per clause no. 7.29.0
87.	M/s Larsen & Toubro	7.11.2 Page No 450	Clarifier slope	As per referred clause states that, "It shall have a slope of 1 in 15 from outer periphery towards the center". Kindly allow the bidder to consider the slope as 1 in 12 for the Clariflocculator as a standard engineering practice. Kindly confirm. As per CPHEEO manual in circular tanks, where mechanical scrapers are provided, the floor slopes should not be flatter than 1 in 12, to ensure continuous and proper collection of sludge	Accepted

88.	M/s Larsen & Toubro	7.29.0 Page no 477	Mechanical Flocculation tank	As per referred clause states that, "Mechanical Flocculation tank is mentioned as 2nos". Since the Proposed Unconventional plants capacities are very smaller, kindly allow the bidder to consider the flocculation tank as 1no instead of 2nos. Kindly confirm.	Accepted for unconventional WTP of capacity upto 1 MLD.
89.	M/s Larsen & Toubro	7.29.0 Page no 477	Tube settling tanks	As per referred clause states that, "Tube settling tanks is mentioned as 2nos." Since the Proposed Unconventional plants capacities are very smaller. Kindly allow the bidder to consider the Tube settling tanks as 1no instead of 2nos. Kindly confirm.	Accepted for unconventional WTP of capacity upto 1 MLD.
90.	M/s Larsen & Toubro	7.29.0 Page no 477	Flash mixer detention time	As per referred clause states that, "Flash mixer detention time is mentioned as not less than 60 seconds". Kindly allow the bidder to consider the detention time of flash mixer as 30-60seconds as per the CPHEEO manual. Kindly confirm. As per CPHEEO manual, the detention time for the flash mixer is 30-60seconds	As per RFQ.
91.	M/s Larsen & Toubro	7.29.0 Page no 477	Wash water pumps	As per referred clause states that, "The wash water pumps to fill the tank in one hour". Kindly allow the bidder to consider the wash water pumps to fill the tank in two hours. Kindly confirm.	This is accepted for Water Treatment Plant up to 5 MLD
92.	M/s Larsen & Toubro	Annexure-4 Page no 710	Filtration rate	As per referred clause that, "Filter designed for filtration rate of 5,000 liters per square metre per hour".	As per RFQ.

				Kindly allow the bidder to consider the filtration rate as 4.8-6m ³ /m ² /hr as per the CPHEEO manual. Kindly confirm. As per the CPHEEO manual, the filtration rate for the filters is 4.8-6m ³ /m ² /hr	
93.	M/s Larsen & Toubro	Annexure-4 Page no 710	Poly Aluminum Chloride	As per referred pg.no 710 states that, "First floor to accommodate alum PAC and bleaching solution tanks". Kindly clarify, whether PAC is required for the schemes since alum itself is sufficient for the coagulation process. Kindly confirm. Both alum & PAC are used for same application in WTP i.e coagulation process, therefore alum itself is sufficient for the treatment schemes	As per RFQ.
94.	M/s Larsen & Toubro	DS.5.7 Page no 434	Fabricated tanks	In the referred table, it is mention, the fabrication tank, tank specification, tank volume as per drawings. Whereas the drawings are missing in the documents, we request you to furnish the drawing	During the execution contractor will have to submit design and drawing for approval to the appropriate authority. Work will have to be undertaken only after approval of the design and drawing.
95.	M/s Larsen & Toubro	-	WTP Operating hours	Kindly confirm the WTP operating hours to be considered for the proposed schemes.	This will vary project to project. Details will be provided with the work order / bid document of water supply scheme to be executed through this empanelment
96.	M/s Larsen & Toubro	-	Space availability	Kindly clarify the availability of land for proposed WTPs.	Necessary land will be made available.

97.	M/s Larsen & Toubro	-	Treated water guarantee	We presume that the Proposed WTP Schemes are only for the removal of Turbidity, TSS, Microbes & pH and not for the removal of other parameters like TDS, BOD, COD, chlorides, hardness, heavy metals, nitrate, taste & pesticides etc. when it is present in the raw water. Kindly confirm.	Treated water shall be as per the CPHEEO norms.
98.	M/s Larsen & Toubro	-	Sludge disposal	We presume that the sludge generated from all WTP schemes shall be discharged to nearby drain or nalla without any specific treatment. Kindly confirm.	Sludge to be disposed as per the provision in individual water supply scheme. However, no specific treatment is required.
99.	M/s Larsen & Toubro	-	Water Quality	we understand that to make water potable by suitable treatment process (if required) other than conventional treatment shall be paid at extra. Kindly confirm.	As per RFQ.
100.	M/s Larsen & Toubro	7.29.0 Page No 477	Number of WTP units	As per the referred clause, the number of treatment units for the Conventional and Unconventional WTP's are mentioned. We presume the mentioned numbers are indicative only and bidder is free to choose the numbers based on the capacity and standard engineering practices. Kindly confirm.	As per RFQ.
101.	M/s Larsen & Toubro	ANNEXURE -3 SCOPE OF WORK (E) Page No 566	Operation & Maintenance	Contractor has to repair and make good if any damages happens for the work completed by him in the bid. Kindly confirm that the referred clause is not applicable for damages caused by	Accepted

				third party/agency Contractor will not be held responsible for the damages made by third party/agency.	
102.	M/s Larsen & Toubro	WS-N-1/b & BoQ WS-N-1 Page no 378	Chemical supply	The contractor shall be responsible for maintaining stock of Chemicals and Consumables required for one month as per relevant BIS standards. Required chemicals to be supplied by Department free of cost and electricity charges will be paid by Department The above clauses are causing a discrepancy. We understand that chemicals shall be provided by the department and electricity charges will be paid by department.	As per RFQ
103.	M/s Larsen & Toubro	WS-N-1/b One year O&M of MVS WSS Page No 374	Service level benchmarks	We request you to provide us the quantum of penalty with respect to the service level benchmarks Referring to the clause, the terminology “appropriate penalty” is open ended without a maximum penalty cap	As per RFQ
104.	M/s Larsen & Toubro	WS-N-1/b Non-Revenue Water Page No 374	Permitted losses	The referred clause states, “NRW should not be more than 5% up to ESR”. Since the project involves utilization of existing pipes and maintaining NRW of 5% up to ESR is difficult as it involves treatment & transmission losses. Hence request you to consider 10% NRW up to ESR. Uncertainty about condition of existing network	As per RFQ

105.	M/s Larsen & Toubro	Conditions for execution of work 1. Scope of work Page no 66	O&M of existing facilities	Kindly confirm if all the existing facilities are required to be operated and maintained during the tenure of the contract. If so, please provide the details. It is observed in the tender there are existing facilities required to be repaired/refurbished through the contract	Wherever existing infrastructure is required to be operated and maintained by the bidder, details will be provided in the bid document of concerned water supply scheme.
106.	M/s Larsen & Toubro	WS-N-1/b One year O&M of MVS WSS Page No 374	O&M Payment	Kindly clarify which executing agency shall make payments during O&M.	District level implementing agency i.e. MJP/ZP/GSDA/GP will make payments during O&M.
107.	M/s Larsen & Toubro	2.3 General guidelines Programme and progress schedule Page No 73	Partial commissioning	Since the tender permits partial commissioning of completed facilities, we presume that O&M for such facilities will be completed by contractor and taken over by client in the following 1-year period even though there may be few facilities still under construction. Kindly confirm	Not accepted.
108.	M/s Larsen & Toubro	General	Yield, Quantity, Quality of Tubewell/borewell	Contractor shall be absolved from any penalties and liabilities due to reduction of yield, quantity, quality from borewell for reasons beyond his control. Kindly confirm As availability of sub surface water cannot be predicted by contractor.	Yes
109.	M/s Larsen & Toubro	General	Drop in yield from borewell/tubewell	We request you to incorporate clause in the tender document for additional payment to redevelop bore wells or drill alternate bore wells in locations where yield has dropped due to groundwater table receding during	If need arises to redevelop borewells or drill alternate borewells, necessary additional payment will be made to the bidder for such additional work done.

				O&M. As availability of sub surface water cannot be predicted by contractor.	
110.	JMC Projects (India) Ltd	SCC, Clause-19, 20	Contractor will have to submit Bank Guarantee of 50% of security deposit amount from Nationalised Bank for a period of 5 year i.e. defect liability period.	We understand that (1) The Defect liability period for the works is 5 Years. (2) Only 50% of Security deposit has to be submitted by BG till defect liability period is over. Please confirm.	please refer departmental clarification
111.	JMC Projects (India) Ltd	GCC, Clause-76.15	The guarantee period starts from date of commissioning of the equipment. The defect liability period for the pumping machinery will be counted from the date of Trial Run of entire scheme for a period of 12 months.		
112.	JMC Projects (India) Ltd	COC, Clause-20 Page no 117	10% amount will be withheld from security deposit depending upon the nature of work, till the defect liability period is over.		please refer departmental clarification
113.	JMC Projects (India) Ltd	Performance Criteria Page no 117	The 10% of security Deposit deducted by the MBMC shall be released only after satisfactory		please refer departmental clarification

			performance during guarantee period		
114.	JMC Projects (India) Ltd	SCC, Clause-19a & 19b Page no 372	O&M for Single and Multi-Village Scheme	We understand that (1) For Single Village Scheme, after commission, 3 Months trial run, then hand over to concerned GP/ VWSC/ local body (2) For Multi-Village Scheme, after commission, 6 Months trial run and 1 year O&M, hand over scheme to concerned GP/ VWSC/ local body. Please confirm.	Yes Yes
115.	JMC Projects (India) Ltd	Instruction to Contractors, Clause-9.11A Page No 32	The empaneled contractor has to furnish standing security deposit of Rs. 2.00 Cr. The EMD amount initially submitted by the contractor during pre-qualification will be adjusted accordingly will remain interest free with SWSM for a period of (four)years from the date of empanement and will not be refunded under any circumstances before expiry of this period. This amount should be remitted as DD/FDR/Bank Guarantee.	We request to return the standing security deposit after completion of the work. Please confirm.	Please refer departmental clarification.

116.	JMC Projects (India) Ltd	General Page no 498	Payment breakup of Rising main Supply of DI pipes-60% laying jointing and testing refilling and disposal - 20%, Thrust block-5%, sluice valve its fixing and chamber -15%	We request for following payment breakup--- Supply of DI Pipes - 70% Laying and Jointing - 15% Testing, refilling, Disposal, Thrust Block-10% Valve and Chamber- 5% Please comply.	To be clarified at RFP stage.
117.	JMC Projects (India) Ltd	COC, Clause-10 Page no 111	A bill shall be submitted by the contractor in each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible shall be adjusted and paid if possible within ten days from the presentation of the bill.	We understand that the payment for monthly bill be released within ten days from the date of submission. Please confirm.	As per RFQ

118.	JMC Projects (India) Ltd	Cl : 9.8 General conditions Page no 31	<p><u>Revision of Rates</u></p> <p>The rates will remain firm & fixed for a year from the date of pre-qualification of the Contractors. Thereafter, the rates of items accepted by SWSM, will be modified as per variation in Wholesale Price Index every year from the date of empanelment of the Contractors. At the end of first year of pre-qualification, revised rate will be calculated on the basis of change in "wholesale price index" and the same will be applicable from the date, which is one year later from the date of empanelment. Revised rate will be applicable for period of one year. This process will be repeated every year during the whole application period.</p> <p>Revised rates will not be applicable to the work which are already allotted</p>	As no price variation is applicable, we request you to make this revision of rates applicable for works, for which work order is issued	As per RFQ
------	-----------------------------	---	--	---	------------

			(work order already issued) or which are under execution. During the entire execution period of the work, rates will remain fixed.		
119.	JMC Projects (India) Ltd	Cl : 9.11 General conditions Page No 32	<p><u>Performance Security</u></p> <p>At time of allotment of work to empanel contractors. 4% of the cost of Work.</p> <p><u>a) Initial Security Deposit.</u> 2% of work order cost in the form of DD/Bank Guarantee from Nationalized / Scheduled Bank in the name of authority appointed by Mission Director , SWSM which shall be valid for the period of 24 months (time limit) and shall be extended suitably if the work is not completed within the time limit.</p> <p><u>b) Deductions through R.A. Bills.</u> Balance 2% amount will be recovered through each running bill at 5% of the gross amount</p>	We request you to accept upfront Bank Guarantee of 4% of cost of work replacing the 2% deduction through R.A Bills.	As per RFQ

			of R.A. Bill.to the extent that total required security deposit is to be recovered. 100% amount of security deposit lodged by Contractor for the work shall be refunded along with the payment of the final bill, if the date up to, which the Contractor has agreed to maintain the work in good order, is over. If final bill paid before the Date up to which the Contractor has agreed to maintain the work in good order, 100% amount of the security		
120.	JMC Projects (India) Ltd	Cl: 1.2 Conditions for execution of work Page no 68	<u>Bore well Completion period</u> Completion period of Bore well component will vary from 1 months to 12 months, depending upon the month of work order and the fact that yield test need to be conducted in the month of May. Actual construction period shall be 1 month and balance period is time till the	As per the table provided in the clause it is mentioned that Bore well completion period is 2 to 12 months. However, in the description mentioned it is mentioned 1 to 12 months, please clarify.	Bore well completion period is 1 to 12 months.

			conducting yield test in the month of May, as illustrated in above point no. 1.		
121.	JMC Projects (India) Ltd	Cl: 17 Conditions for execution of work Page no 74	<u>Utility Shifting</u> All obstructions such as electric cables, telephone line, water and sewer mains, manholes, natural drainage, culverts, storm water drains etc. coming in the way shall be carefully looked after against any damages which otherwise will have to be made good by the contractor at his own cost. Any work of removing, repairing or remaking etc will be carried out by the contractor without any extra claims for the same in contractor with the respective departments.	We presume that requisite approvals from authorities for utility shifting shall be obtained by the Employer.	As per RFQ
122.	JMC Projects (India) Ltd	Cl: 61 Conditions for execution of work	All the taxes and duties levied by the Central Govt., State Govt and by Local Bodies at the prevailing rates	It is not possible at this stage to ascertain any possibility of increase in tax rates. We request you to reimburse the contractor any additional cost due	As per RFQ

		Page no 87	<p>applicable on the date of receipt of tender, excluding GST. Considering this contractor should quote his offer. Any increase in tax rates till completion of work shall be fully borne by the Contractor and shall not be reimbursed to him on any account.</p> <p>Bidder shall quote his rates excluding GST .</p> <p>a) G.S.T. shall be payable on accepted tender cost.</p> <p>b) G.S.T. shall be paid to contractor on the amount of bill of work done as per prevailing rates of G.S.T. during period of work.</p>	to increase in tax rate.	
123.	JMC Projects (India) Ltd	Cl: 70Conditions for execution of work Page no 88	Mobilization Advance will not be granted.	We request you to provide an Interest free Mobilization Advance of 10% of Contract price.	As per RFQ
124.	JMC Projects (India) Ltd	General	<u>Environmental clearances</u>	We presume that the Employer shall obtain all the Environmental and forest clearances required for the project.	Yes. However contractor needs to do necessary liaisoning.

125.	JMC Projects (India) Ltd	General	<u>Pipe crossings</u>	We presume that the Employer shall obtain all the requisite permissions from authorities for pipe crossing at NH, SH, River crossings, Railway crossings etc.	Yes. However, Bidder needs to do necessary liaisoning.
126.	JMC Projects (India) Ltd		<u>Bid Validity</u> Validity of Application The application shall be valid for a period mentioned in clause 1.2 from the date of opening of the technical application. Application valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, the authority may solicit the contractors's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.	The clause referred 1.2 shall be 1.5.2 Please confirm. We also request to keep bid validity period as 120 days from last due date of submission of RFQ.	Please refer clause No 1.5.2.(3)
127.	JMC Projects (India) Ltd	RFQ 3.2 2 D	<u>Pumping Machinery</u> Providing erection and satisfactory testing of minimum 5 nos. of	Bidder requests to accept Centrifugal pumps as well for meeting this criterion with same capacity as it is difficult to ascertain the requirement of type of	Accepted.

		Page No 19	Vertical Turbine Pump with each pump of minimum 100 BHP and total minimum capacity of 500 BHP with 200 KVA transformer with substation & overhead line in maximum 5 no of tenders.	pumping machinery at this stage.	
128.	JMC Projects (India) Ltd	RFQ 3.2 F Page no 19	<u>Water Treatment Plant</u> Providing & Constructing 5 Nos. of WTP in which 3 Nos of 10 MLD and 2 Nos 25 MLD of minimum capacity with satisfactory commissioning and completion in minimum 5 Nos of tenders.	Its states the bidder needs to have minimum 5 nos. of tenders for meeting 5 Nos. of WTP. Please clarify if bidder meets 5 Nos. of WTP through two diffract contract will be acceptable	As per RFQ
129.	JMC Projects (India) Ltd	RFQ Clause 5. J Page no 24	SWSM will empanel first 10 contractors (L1 to L10) only. In exceptional case, SWSM reserves the right to increase the number of empanelment contractors.	We understand that from the 10 selected contractor, each company will get approx. 900 crore works, please clarify. If not then how the value of work and area will be decided.	Please refer clause 5 (l)
130.	JMC Projects (India) Ltd	RFQ Form 12 Page no 57	BIDDING CAPACITY = $[(1.25 \times N \times A) - B]$	The given formula to arrive bidding capacity is $1.25 \times N \times A - B$. For various tenders floated by:- 1)Haryana (Faridabad Municipal	Please refer departmental clarification

				<p>corporation) 2) Delhi (Delhi Jal Board)</p> <p>3) Chandigarh (Chandigarh smart city limited) 4) Uttar Pradesh (Gomti Pollution control unit) and various other municipalities across India, the value of M is taken as 2.5.</p> <p>The separate list of tenders which provides multiplication factor of more than 2 is attached as <u>annexure-1</u>.</p> <p>We, therefore, request you to kindly amend the value of M as 2.5. This will help in good competition.</p>	
131.	JMC Projects (India) Ltd	RFQ 2.2 B. 5	<p>Joint Venture Registration</p> <p>If there is joint venture, it shall be clearly mentioned in the agreement that the entire contractor will be jointly and severally responsible for the successful completion of works during the contract period. It is necessary to enclose the registration certificates of joint venture firm with the Registrar of the Partnership Firm or the receipt of payment made to Registrar of the Partnership Firm on</p>	<p>Bidder request to accept Joint Venture firms as single entity as JV would be arranging GST Registration, PAN No & Other statutory Registrations in the name of Joint Venture only. Therefore, we request you to remove requirement of registering JV in registrar of firms.</p>	<p>The joint venture firm can submit notarized joint venture agreement at the time of submission of application at RFQ stage.</p> <p>If the joint venture firm is empaneled in the second stage i.e. RFP stage, it is mandatory to submit registered joint venture agreement under partnership act with Registrar of Firms within 4 weeks from the date of letter of acceptance.</p>

			account of fees toward joint venture firm with condition of submitting registration certificate before issue of work order. Then only prequalification application will be considered.		
132.	JMC Projects (India) Ltd		DLP for 5 years & O&M for 3 years	We understand for the project DLP is for 5 years & for O&M is 3 years. We request you to make DLP also for 3 years.	As per RFQ
133.	JMC Projects (India) Ltd	RFQ Clause 1.5.2	Earnest Money Deposit (EMD) Rs. 100,00,000/- (Rupees One Crore only) to be paid online on the e-tendering portal at the time of submission of the application. Earnest Money Deposit may be submitted in the form of Bank Guarantee. The original Bank Guarantee must be delivered to address mentioned in clause 1.5.1 above within 2 days from the date of opening of the technical bids failing which the bid	In line with Office Memorandum No. F.9/4/2020-PPD dated 12/11/2020, from Government of India, Ministry of finance, We hereby request you allow us submit bid securing declaration in the place of bid security.	As per RFQ

			shall be summarily rejected.		
134.	JMC Projects (India) Ltd	General	<u>Submission Date</u>	We request you to provide minimum 3 weeks of time for RFQ submission after final release of pre-application clarifications and addendums if any.	Please refer departmental clarification.
135.	Tejas Constructions	EMD – Sr. no. 2 Point 1.5.2 , Page No.13		In case of EMD in the form of Bank Guarantee – Please confirm if the scanned copy of the Bank Guarantee is required to be uploaded along with other documents while submission of the bid or only submission of the physical copy of the bank guarantee is required within 2 days from the date of opening of the technical bids	Scanned copy of the Bank Guarantee is required to be uploaded along with other required documents. Only Original Bank Guarantee need to be submitted physically to the SWSM office within 2 days from the date of opening of the technical bids.
136.	Tejas Constructions	Technical Capacity – Minimum Eligibility Criteria Section 3.2, Page no. 18		Kindly allow <u>substantially completed projects</u> as well for the purpose of evaluation of required experience under minimum eligibility criteria for each component in the project i.e. Head Works, RCC Approach Bridge, Pumping Machinery, Automation and SCADA Work, Rising mains / Gravity main / Leading main / Distribution System, Water Treatment Plant, Elevated Service Reservoirs as well as for the purpose of experience required in execution of No. of Single / multi Village Rural Water Supply Scheme	As per RFQ

137.	Tejas Constructions	Water Treatment Plant, Sr. No. F under Technical Capacity – Minimum Eligibility Criteria Section 3.2, Page no. 18		Kindly also allow <u>experience of Operations and Maintenance (O&M)</u> of 2 Nos of 25 MLD of minimum capacity WTPs as a substitute for experience of providing and constructing 2 Nos of 25 MLD minimum capacity WTP	As per RFQ
138.	Tejas Constructions	Financial Turnover – Evaluation of Technical Application section 4.2, Page no. 22		Kindly reduce the average turnover requirement during last three years from Rs.200 Cr to <u>Rs.100</u> for the purpose of marking and allow 15 marks for average turnover of <u>Rs.100 Cr</u> and 15+1 mark for every next <u>20 Cr</u> subject to Max 40 marks.	As per RFQ
139.	Tejas Constructions	Financial Turnover – Sr. No. 1 under Evaluation of Technical Application section 4.2, Page no. 22		Kindly allow the past turnover to be adjusted by <u>escalation factor of 1.1 per year</u> for calculation of average turnover during last 3 years so that the turnover for the Year 2017-18 would be multiplied by an escalation factor of 1.21 and the turnover for the year 2018-19 would be multiplied by an escalation factor of 1.10 for the purpose of calculation of the average.	As per RFQ
140.	Tejas Constructions	Experience in successfully completing and commissioning		Kindly also consider <u>substantially completed projects</u> as well for the purpose of calculation of marks under	As per RFQ

		of water supply projects after April 2010 – Sr. no. 3 under Evaluation of Technical Application section 4.2, Page no. 23		this sub head	
141.	Tejas Constructions	Experience in successfully completing and commissioning of water supply projects after April 2010 – Sr no. 3 under Evaluation of Technical Application section 4.2, Page no. 23		Kindly allow the value of past projects to be adjusted by <u>escalation factor of 1.1 per year</u> for calculation of cost of project to bring the value of works executed in previous years to a common base. So that the cost of project executed in the Year 2018-2019 would be multiplied by an escalation factor of 1.10 and the cost of the project executed in the year 2017-18 would be multiplied by an escalation factor of 1.21 and so on.	As per RFQ
142.	Tejas Constructions	Pumping Machinery and Automation, SCADA Work, Sr. No. D under Technical Capacity – Minimum Eligibility		Kindly waive off the requirement of possession of valid electrical supervisor’s license of competent Govt. Authority by the bidders	As per RFQ

		Criteria Section 3.2, Page no. 18			
143.	P.C.Snehal Construction Pvt. Ltd	2.2 B. Joint Venture Page no 15		3. Members of the Joint Venture shall nominate one member as the lead member. Lead Member shall meet at least 4 (Four) technical prequalification criterions and other member shall meet at least 2 (Two) technical prequalification's criterion required as per Clause 3.2. Lead Member if qualified in 4 technical criteria fully and also have qualification of 60% to 70 % of other 3 technical prequalification criterions so please allow JV for remaining portion of technical prequalification criterions. Not for entire criteria.	As per RFQ
144.	P.C.Snehal Construction Pvt. Ltd	4.2 Evaluation of Technical Application Page no 22		b) Stage 2: no clarification given for second Member how it will be evaluate or combine both members In Sr. No 1: lead Member and second lead member both having 200 crore turn over than please consider 30 marks for both individual max to 40 marks In Sr. No 2: please consider Diploma/ Degree engineers certificate instead of latest PF statement	As per RFQ

145.	Tapi Prestressed Products Ltd	3.20 Page no 18	The Firm / Contractor should have valid registration with MJP/ CPWD / State PWD /MES/ Railway/ MSEDCL/ MIDC / CIDCO/ Any Government / Semi Government in Class-1 of MJP or Equivalent class.	<p>i) As per Public Works Department Govt. of Maharashtra G.R. No. सीएटी/2017/प्रि 08/इमा-2 dated 27/09/2018 point no.2.9.1 (B0 and</p> <p>ii) As per Water Resources Department Govt. of Maharashtra G.R. No. विविदा 0417/प्र.ि. 247/मोप्र-1 dated 22/05/2018</p> <p>Point no.10.2--</p> <p>Vide above G.R. registration of contractor for participating tender more than Rs.1.50 Crores is deleted. Kindly consider the GR condition.</p>	As per RFQ
146.	Tapi Prestressed Products Ltd	Form -12 Page no 57	Bidding capacity of contractor for completion of work will be decided by following formula. BIDDING CAPACITY = $[(1.25 \times N \times A) - B]$	<p>i) As per Public Works Department Govt. of Maharashtra G.R. No. सीएटी/2017/प्रि 08/इमा-2 dated 27/09/2018 point no.2.9. (d) and</p> <p>ii) As per Water Resources Department Govt. of Maharashtra G.R. No. विविदा 0417/प्र.ि. 247/मोप्र-1 dated 22/05/2018</p> <p>Point no.9 (d)</p> <p>Vide above G.R. the formula for calculation Bid capacity is given as</p>	Please refer departmental clarification

				<p>follows-</p> <p>BIDDING CAPACITY = [(2.00 X N X A) - B]</p> <p>Kindly makes necessary amendments as per government GR.</p>	
147.	Tapi Prestressed Products Ltd	Page no 57	A= Average value of Maximum engineering works executed by the contractor during the last three years of last five years, upgraded to the present year (i.e. tender accepted year) by the formula given below	A = Maximum value of civil engineering, in respect of Projects executed in any one year during the last ten years (updated to the price level (by 10% p. a) taking into account the completed as well as works in progress. The projects include turnkey project/ Item rate contract/ Construction works.	Please refer departmental clarification
148.	Tapi Prestressed Products Ltd	6 Page no 20	Contractors should be registered under Labour authorities including Contract Labour (Regulation and Abolition) Act, 1970,	The Labour license is issued for specific projects hence the same may take during signing of LOA from lowest bidder only.	Accepted. This clause will be deleted from eligibility criteria. But selected contractor should submit declaration that necessary labour license will be submitted after receipt of work order.

149.	Tapi Prestressed Products Ltd	E Page no 19	<p>Rising mains / Gravity main / Leading main / Distribution System</p> <p>Providing, supplying, lowering, laying and jointing of CI / DI / MS pipeline of minimum 200 mm dia. & minimum Total length 250 KM with satisfactory hydraulic testing in maximum 5 No. of tenders.</p>	<p>Rising mains / Gravity main / Leading main / Distribution System. Major distribution will come which have 150 & 100 mm so consider that diameter also.</p> <p>1) Providing, supplying, lowering, laying and jointing of CI / DI / MS pipeline of minimum 150 mm dia. & minimum Total length 250 KM with satisfactory hydraulic testing in maximum 5 No. of tenders.</p>	As per RFQ
150.	Tapi Prestressed Products Ltd	E Page no 19	<p>Rising mains / Gravity main / Leading main / Distribution System</p> <p>Providing, supplying, lowering, laying and jointing of HDPE pipeline of minimum 110 mm dia. & minimum Total length 500 KM with satisfactory hydraulic testing in maximum 5 No. of Tenders.</p>	<p>Rising mains / Gravity main / Leading main / Distribution System</p> <p>2) Providing, supplying, lowering, laying and jointing of HDPE as well as uPVC pipe line pipeline of minimum 90 mm dia. & minimum Total length 500 KM with satisfactory hydraulic testing in maximum 5 No. of Tenders.</p> <p>As the MOC of both pipes polyethylene and same techniques is used.</p>	As per RFQ

151.	Tapi Prestressed Products Ltd	4.2 (1) Page no 22	Financial Turnover Average Turnover during the last three financial year (2016-17, 2017-18, 2018-19 OR 2017-18, 2018-19, 2019-20)	Financial Turnover Average Turnover onward 2010 i.e. (2010-11)(of any three years) during last ten years (updated to the price level (by 10% p. a)	As per RFQ
152.	Tapi Prestressed Products Ltd	B Page no 20	Contractor shall possess valid electrical supervisor's license of competent Govt. Authority	Kindly allowed collaboration for the same.	As per RFQ
153.	Ramky Infrastructure Limited	2. Technical Capacity Sr.No.A Page no 18,19	No. of Single / multi Village Rural Water Supply Scheme Minimum 3 Nos and maximum 10 Nos. Out of which at least 1 shall be multi village/ town schemes and the total cost of the schemes shall not be less than Rs. 231crore. The water supply schemes should consist of components such as headwork / Source work, rising main/ Gravity main, pumping machinery, WTP, ESR and distribution network with successful hydraulic	Qualification Criteria 1. The Qualification Criteria is very stringent and very few Contractors qualify as per the criteria. 2. The value of works in each district is ranging from Rs. 113 to Rs. 634 Crores and the works in each district will be allotted to different contractors but as per qualification criteria three works of Rs. 231 Crores is required. 3. Most of the qualification criteria is beyond the requirements and not inline with the Industry standards. 4. Hence we request you to change the qualification criteria as below. a. Updation factor of 10% per year till the submission of bid may kindly be allowed for updating the value of work done to the current level b. Experience in Multi village scheme	As per RFQ

			testing, trial run and commissioning.	may be exempted c. Minimum three works of Rs. 170 Crores after updating factor may be considered d. Water supply scheme consist of three components instead of all may please be considered	
154.	Ramky Infrastructure Limited	2. Technical Capacity Sr.No.C Page No 19	RCC Approach Bridge Successful completion of Construction of minimum 5 No's RCC bridges / Steel bridges of minimum Total length 250 m having minimum width 2.5 m in maximum 5 No. of tenders	Kindly accept successful completion of Construction of minimum 1 No RCC Bridge / Steel Bridges of minimum total length 50 m having minimum width 2.5m	As per RFQ
155.	Ramky Infrastructure Limited	2. Technical Capacity Sr.No.E Page No 19	Rising mains / Gravity main / Leading main / Distribution System 2) Providing, supplying, lowering, laying and jointing of HDPE pipeline of minimum 110 mm dia. & minimum Total length 500 KM with satisfactory hydraulic testing in maximum 5 No. of Tenders.	Kindly consider UPVC Pipeline experience in addition to HDPE Pipeline experience.	As per RFQ

156.	Ramky Infrastructure Limited	2. Technical Capacity Sr.No.F Page No 19	Water Treatment Plant Providing and constructing 5 Nos of WTP in which 3 Nos of 10 MLD and 2 Nos 25 MLD of minimum capacity with satisfactory commissioning and completion in minimum 5 No's of tenders	Request you to consider WTP cumulative capacity equal to 85 MLD with satisfactory commissioning and completion.	As per RFQ
157.	Ramky Infrastructure Limited	Form - 7A, 7B, 7C, 7D, 7E, 7F, 7G Page No 46-52	Note: It is mandatory to submit work order/ contract document along with the Completion certificate duly signed / counter signed by the officer not below the rank of superintendent engineer or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall be rejected.	We presume that experience certificate issued by Executive Engineer is sufficient. Please confirm.	As per RFQ
158.	Ramky Infrastructure Limited	Form - 7A, 7B, 7C, 7D, 7E, 7F, 7G	Work order and work completion certificate issued by the executive engineer in form -7 A, 7B, 7C , 7D, 7E, 7F & 7G		as per RFQ

159.	Ramky Infrastructure Limited	Abstract for BID Capacity Calculation (Rs. In Crore) Page No 58	The statement showing the value of existing commitments of ongoing works during next three years for each of works in the list should be counter signed by Engineer-in-charge not below the rank of Executive Engineer or equivalent officer or head of any other Govt/semi Govt. organization.	It will not be feasible to get certificate from Executive Engineer for next three years existing commitments. CA certificate may kindly be considered. Kindly confirm	Accepted
160.	Ramky Infrastructure Limited	Clause No-9.8; Revision of Rates Page no 30	a) The rates will remain firm & fixed for a year from the date of pre-qualification of the Contractors. Thereafter, the rates of items accepted by SWSM will be modified as per variation in Wholesale Price Index every year from the date of empanelment of the Contractors. At the end of first year of pre-qualification, revised rate will be calculated on the basis of change in "wholesale price index" and the same will be applicable from the date,	Both clauses are contradictory to each other, kindly clarify. Hence we request you to pay increase in rate as per wholesale Price Indices for the value of work done for every month	As per RFQ

			which is one year later from the date of empanelment. Revised rate will be applicable for period of one year.		
161.	Ramky Infrastructure Limited	Clause No-66; Price Variation Page no 31	Price Variation Clause will not be admissible.		As per RFQ
162.	Ramky Infrastructure Limited	Clause No-57; Price Variation Page no 31	PRICE VARIATION CLAUSE (NOT APPLICABLE)		As per RFQ
163.	Ramky Infrastructure Limited	Clause No-9.11, Performance Security Deposit Page No 32	A) Standing Security Deposit - 2 Crores and valid for a period of 4 years B) At time of allotment of work to empanel contractors a) Initial Security Deposit-2% of work order cost which shall be valid for the period of 24 months and shall be extended suitably if the work is not completed within the time limit b) Deductions through	We request you to release the 50% security deposit BG after 1 year of project completion instead of 5 Years	Please refer departmental clarification

			<p>R.A. Bills: Balance 2% amount will be recovered through each running bill</p> <p>100% amount of security deposit lodged by Contractor for the work shall be refunded along with the payment of the final bill</p> <p>However, the contractor will have to submit the Bank Gurantee of 50% of Security Deposit amount from Nationalized Bank up to defect liability period. of 5 years</p>		
164.	Ramky Infrastructure Limited	<p>Clause No-70; Mobilization Advance & Secured Advance</p> <p>Page No 88</p>	<p>Mobilization Advance will not be granted</p> <p>Secured Advance will not be granted.</p>	<p>a. Kindly provide the 10% interest free Mobilization advance</p> <p>b. Kindly pay Secured Advance at a rate of 75% of quoted price against supply of Pipes/ Valves/ Electromechanical equipment's etc.</p>	As per RFQ
165.	Ramky Infrastructure Limited	<p>Clause No-2; Compensation for Delay</p> <p>Page No 108</p>	<p>The Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Chief Engineer (whose decision</p>	<p>Kindly restrict the compensation for delay to 0.1% of the balance work per month subject to a maximum of 5% of the Estimated cost</p>	As per RFQ

			in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for everyday that the work remains uncommenced or unfinished after the proper dates...shall not exceed 10% of the Estimated cost		
166.	Ramky Infrastructure Limited	Clause No-1; MJP Rates Page no 788	Following increase in % over normal schedule of rates of M.J.P. for 2019-20 will be applicable.a Works in Corporation area - 5%b Works in Municipal areas - 2%c Works in tribal area / hilly and inaccessible areas - 10% d Suger cane area - 5%e Prison / Jail area - 15%f Defence area - 20%g Excavation for pipeline work along National Highway - 10%h Excavation for Dist. system pipe lines, Sewerage system in towns - 10% &B NOTES: PWD Rates For (Item No. 177 to 332)	Kindly note that, the Schedule of rates of Maharashtra Jeevan Pradhikaran - 2019-2020 is on lower side when compared with current market rates. Kindly review and revise the all schedule of rates as per the current market rates	As per RFQ

			(Sub item No 1811 to 1967)C NOTES: WRD Rates For (Item No. 333 to 351) (Sub item No 1968 to 1987)D NOTES: GSDA Rates For (Item No. 352 to 367) (Sub item No 1988 to 2004) - reference rates are applicable E NOTES: MJP (Mechanical) Rates For (Item No. 368 to 476) (Sub item No 2005 to 2353)		
167.	Ramky Infrastructure Limited	Clause No-IV; Payments Page No 72	Once bill for claiming the payment is submitted, payment is to be made within 30 to 45 days after third party inspection/ Quality/ Workmanship/ TPI reports. However No interest will be payable on delayed payment.	We request you to make the payment within 7 Days after submission of bill.	As per RFQ
168.	Ramky Infrastructure Limited	Clause No- DS.5.8; Percentage breakup of payment of Treatment plant Page no 435	Percentage breakup of payment of Treatment plant a. Design Approval 2% b. Completion of foundation and base 8% c. Errection of WTP 50% d. Satisfactory Hydraulic	Kindly modify the same as follows. a. Design Approval 3% b. Completion of foundation and base 20% c. Errection of WTP 72% d. Satisfactory Hydraulic Testing 1% e. On Commissioning 3%	As per RFQ

			Testing 10% e. On Commissioning 20% f. After completion of FHTC 10%	f. After completion of FHTC 1%	
169.	Ramky Infrastructure Limited	Clause No- DS.7.26.0; Break up of payment Page no 471	Item wise payment schedule of payment for conventional type WTP. (Tentative) Inlet works , Clariflocculators, Rapid sand filter beds and filter house, Chemical house, Wash water tank, Bypass arrangement etc. Mechanical works : On erection and testing - 20%,	Kindly modify the payment against erection and testing of mechanical works to 5% instead of 20%.	As per RFQ
170.	Ramky Infrastructure Limited	Clause No- DS.8.8; Break up of payment Page no 495	Master Balancing/ Elevated Service Reservoir: Hydraulic testing - 4%	Kindly modify the payment against Hydraulic testing to 1% instead of 4% and adjust accordingly	As per RFQ
171.	Ramky Infrastructure Limited	Clause No- DS.8.8; Break up of payment Page no 495	BPT/Sump Hydraulic testing - 10	Kindly modify the payment against Hydraulic testing to 1% instead of 10% and adjust accordingly	As per RFQ
172.	Ramky Infrastructure Limited	Page no 498	Details of Gravity main Supply of RCC pipes -50% laying jointing and testing refilling disposal -30%,	Kindly modify the payment for Gravity main as below. Supply of RCC pipes -75% laying	Please refer departmental clarification

			chamber -20%	jointing and testing refilling disposal - 20%, chamber -5%	
173.	Ramky Infrastructure Limited	Page no 498	Details of Rising main Supply of DI pipes-60% laying jointing and testing refilling and disposal - 20%, Thrust block-5%, sluice valve its fixing and chamber -15%	Kindly modify the payment for Rising main as below. Supply of DI pipes-75% laying jointing and testing refilling and disposal -20%, Thrust block-1%, sluice valve its fixing and chamber -4%	Please refer departmental clarification
174.	Ramky Infrastructure Limited	Page no 498	Details of sump and pump house Design -3 % Excavation- 20%, soling and PCC- 5%, Raft and footings foundation-15 %, vertical wall -20%, floor slab- 10%, Roof slab-5%, columns and beams of sump and pump house - 10%, BB masonry for pump house 2%, Doors windows grill-2%, Plastering-2%, Painting and tiling -2%water roofing gantry and electrification -4%	Kindly modify the payment for sump and pump house as below. Raft and footings foundation-20 % and adjust accordingly	As per RFQ
175.	Ramky Infrastructure Limited	Page no 498	Details of pumping machinery Supply-65%, installation- 15%, testing -10%,	Kindly modify the payment for pumping machinery as below. Supply-75%, installation-20%, testing -	Please refer departmental clarification

			commissioning-10%	3%, commissioning-2%	
176.	Ramky Infrastructure Limited	Page no 545	Mode of Payment for Automation SCADA workf) 60 % against receipt of material at site of work in good condition with relevant test report with proper stacking and storing safeguard arrangement of the material.g) 15% after erecting, testing and initial commissioning for 1 month.h) 15% shall be made after completion of all work and satisfactory field performance test ofj) 10% after completion of satisfactory field performance testing of complete system along with Automation of 12 months	Kindly modify the payment for automation SCADA work as below.f) 75 % against receipt of material at site of work in good condition with relevant test report with proper stacking and storing safeguard arrangement of the material.g) 20% after erecting, testing and initial commissioning for 1 month.h) 3% shall be made after completion of all work and satisfactory field performance test ofj) 2% after completion of satisfactory field performance testing of complete system along with Automation of 12 months	Clarification will be provided at RFP stage
177.	Ramky Infrastructure Limited	BOQ Item No 67, 68 Page no 630	a. Item No-67: Providing and supplying ISI standard CI flanged / S& S specials including all statutory duties & taxes such as GST levied by GOI & GOM ... Complete	Both the clauses are contradictory to each other. Kindly clarify whether the rates are excluding GST or Not?	Rates are excluding GST.

			<p>b. Item No-68: Providing and supplying ISI standard MS specials of required thickness with 3 coats of approved make epoxy paint (Shalimar, Ciba or Mahindra & Mahindra make) from inside and outside excluding all statutory duties & taxes such as GST levied by GOI & GOM in .. complete</p>		
178.	Ramky Infrastructure Limited	BOQ- Item No 141, 142, 143 Page no 709-710	<p>a. BOQ Item No-141: Designing (aesthetically), providing and constructing and commissioning Convention Water Treatment Plant</p> <p>b. BOQ Item No-142: Designing (aesthetically), providing, fabricating, Package Water Treatment Plant</p> <p>c.Boq Item No-143: Package WTP Using lamella Clarifier technology and Pressure Filter</p>	<p>Different type of WTP system is proposed.</p> <p>Kindly confirm whether the contractor can choose any of the proposed system as per the site conditions or Client will be finalised the system.</p>	Employer will finalise the system.

179.	Ramky Infrastructure Limited	Clause No- 76.10m	The Contractor shall have to solve all ROW & disputes of farmers & other obstructions while erection of the HT cable & overhead line. The expenses required for this will be Contractor's responsibility.	Clearing of all ROW problems are in client scope. Please confirm	Clearing of all ROW problems are joint responsibility of client and the contractor.
180.	Ramky Infrastructure Limited	Clause No- 76.10c/ Power Supply Page no 92	All materials required for erection of machinery and LT/HT line shall be brought by contractor at his own cost.	a. Both clauses are contradictory to each other. Kindly clarify. b. We understand that power supply to different Pump houses, WTPs, Intake well etc. under Client scope if not, please provide the approximate distance supply voltage level to each proposed Pump house/WTP/Intake well compound.	Details will be provided with the work order / bid document of water supply scheme to be executed through this empanelment.
181.	Ramky Infrastructure Limited	Clause No- 3/ Power Supply Page no 133	During trial period of the plant, power supply shall be made available by the department		As per RFQ
182.	Laxmi Civil Engineering Services Pvt.Ltd.	6 Page no 20	Registration for Labour	There no such registration, The registration is done for a particular work after getting Work Order. Requesting please to delete this condition.	Accepted. This clause will be deleted from eligibility criteria. But selected contractor should submit declaration that necessary labour license will be submitted after receipt of work order
183.	Laxmi Civil	d, 66	Rates Price Variation	Requesting please to revise this clause	As per RFQ

	Engineering Services Pvt.Ltd	Page no 88		as " Rates will be fix for first 12 months and will be revised every As there is no provision of Price Variation Clause. ear thereafter "	
184.	Laxmi Civil Engineering Services Pvt.Ltd	Form 2 Sr, No 11 Page no 37	Project Information	It may modified as "Filled Separately "as in case of Sr.No 8,9,10.	Accepted
185.	Laxmi Civil Engineering Services Pvt.Ltd	Form 12 Page no 57	Bid Capacity	Please inform the value of N to be considered. Please check wording of Formula for "A" There seem typographical error	N=4. A= Average of engineering works of Maximum value executed by the contractor in any three years of last five years, upgraded to the present year by the formula given below
186.	Laxmi Civil Engineering Services Pvt.Ltd	E Page no 101	O&M	Please clarify, Who will bear the cost of repairs of old components which are not executed under the contract, but included for operation.	Details will be provided in the bid document of water supply scheme to be executed through this empanelment
187.	Laxmi Civil Engineering Services Pvt.Ltd	17, 76.2, 13 Page no 91	Obstruction in the work	To avoid any damage to existing underground Utiliy, a map showing all UG Utilities may please be provided to Contractor along with Work order. OR an item be included & paid separately for this survey and mapping	As per RFQ
188.	Laxmi Civil Engineering Services Pvt.Ltd	18 Page no 74	Land	We presume that the land for construction of permanent component wills acquire by Client. Similarly ROU for Pipe line works will be arranged and compensation if any will be paid by	Yes

				Client. Please confirm.	
189.	Laxmi Civil Engineering Services Pvt.Ltd	12 Page no 100 & 139	Disposal of Excess Material	The condition may please be amended as per Clause 11 on page 139 To avoid any ambiguity	As per RFQ
190.	Laxmi Civil Engineering Services Pvt.Ltd	17 Page no 101	Incentive	Please increase it to 0.5% per month, limiting it to 2%	As per RFQ
191.	Laxmi Civil Engineering Services Pvt.Ltd	19 b Page no 102,103	O&M of Multi Village Scheme	In this the Contractor is made responsible for quality of water; however energy & chemicals are in scope of Client. Please exempt the contractor for poor quality of water in case of non-supply of chemicals & nonpayment of energy bills by local administration	As per RFQ
192.	Laxmi Civil Engineering Services Pvt.Ltd	22 Page no 103	Cutting of Trees	Client may please arrange permission of concerned authority and shall pay all fees, charges.	Yes
193.	Laxmi Civil Engineering Services Pvt.Ltd	12 Page no 105	Cement Consumption	Requesting please to check this statement as it does not match IS 456-2000, Table 5 on page 20 of this Code.	As per RFQ
194.	Laxmi Civil Engineering Services	Cl.2 Page no 108	Progress	Please confirm the time of completion is 36 months.	Completion period will vary as per the scope of work in concerned water

	Pvt.Ltd				supply scheme.
195.	Laxmi Civil Engineering Services Pvt.Ltd	Cl.38A Page no 123	Strata classification	The matter is incomplete, please include the % of strata	Details will be provided with the bid document of water supply scheme to be executed through this empanelment
196.	Laxmi Civil Engineering Services Pvt.Ltd	Cl.62 Page no 129	CSMC	Please confirm that the contractor is not supposed to pay anything on this account.	Yes
197.	Laxmi Civil Engineering Services Pvt.Ltd	8 Page no 134	Design& Drawing	Period of 1 month for this work is too short, please change it to 3 months, as it involves below mentioned activities.	As per RFQ
198.	Laxmi Civil Engineering Services Pvt.Ltd			1.Topographical Survey & mapping	As per RFQ
199.	Laxmi Civil Engineering Services Pvt.Ltd			2. Soil investigation & Lab testing	As per RFQ
200.	Laxmi Civil Engineering Services Pvt.Ltd			3 preparation of GA drawing	As per RFQ
201.	Laxmi Civil Engineering			4. Approval to Ga drawing	As per RFQ

	Services Pvt.Ltd				
202.	Laxmi Civil Engineering Services Pvt.Ltd			5 Preparation of design	As per RFQ
203.	Laxmi Civil Engineering Services Pvt.Ltd	9 Page no 134	Cube Testing	Cube testing may please be allowed to be carried out at field lab established by contractor; some tests may be carried out at outside approved lab at random.	As per RFQ
204.	Laxmi Civil Engineering Services Pvt.Ltd	1.7 Page no138	Width of Trench	In case of M S pipe jointing is done by welding which needs additional pit at every joint. Requesting please to make this pit payable under excavation item	As per RFQ
205.	Laxmi Civil Engineering Services Pvt.Ltd	FORM -7 A to FORM -7G Page no 46-52	Completion certificate duly signed / counter signed by the officer not below the rank of superintendent engineer or equivalent rank	Please allow Work Order / contract document along with the Completion Certificate duly signed by an officer not below the rank of an Executive Engineer/equivalent.	As per RFQ
206.	Laxmi Civil Engineering Services Pvt.Ltd	FORM -12 Page no 57	A= Average value of Maximum during the last three years	Please confirm A= Maximum value of engineering works executed by the contractor in any one year, during the last three years	A= Average of engineering works of Maximum value executed by the contractor in any three years of last five years, upgraded to the present year (i.e. tender accepted year) by the formula given below
207.	Laxmi Civil Engineering	WS-H-11	DISMANTLING THE EXISTING DEAD	We presume that dismantling of existing dead pipeline is under	Details will be provided in the bid document of concerned water supply

	Services Pvt.Ltd	Page no 187	PIPELINE Dismantling the existing pipeline	contractor scope , kindly provide the store location/distance from proposed site	scheme.
208.	Laxmi Civil Engineering Services Pvt.Ltd	Page no 485	XI) Chlorinators XII) TCL Dosing Installation (Emergency Disinfection)	As per our understanding GAS chlorination and TCL both system will be provided by the contractor. Kindly clarify our understanding is correct.	Yes
209.	Laxmi Civil Engineering Services Pvt.Ltd	DS.6.0 Page no 435	PACKAGE WTP WITH LAMELLA CLARRIFIER	a) Kindly provide the Raw water and filtrate water quality b) Kindly Provide the chemical dosing details c) Kindly provide the Gas chlorination dosing details d) Kindly provide the Filter back wash arrangement and disposal drain point. E) Provide the tentative available area for each WTP f) Provide the nearest electricity supply and distance from proposed location.	Necessary details will be provided in RFP.
210.	Laxmi Civil Engineering Services Pvt.Ltd	DS.7.15.6 Page no 460	TCL Tank for Post-chlorination	Instead of TCL for Pre and post chlorination can we considered GAS chlorination. Kindly clarify	AS per RFQ
211.	Laxmi Civil Engineering Services Pvt.Ltd		General	Kindly Provide the HFD, area for proposed WTP and Ground level for WTP plant,	Details will be project specific and same will be provided in the bid document of concerned water supply scheme.
212.	Welspun Enterprises	Earnest Money	Rs. 100,00,000/- (Rupees One Crore only) to be paid	For unsuccessful contractors who have not pre-qualified, we request the	

	Limited	Deposit (EMD) Page no 16	online on the e-tendering portal at the time of submission of the application. ...Unsuccessful contractors (contractor not pre-qualified) EMD will be returned without interest within 120 days from the date of opening of technical documents...EMD of pre-qualified contracts will be returned... within 120 days from date of opening of financial proposal in second stage...if said contractor is not empaneled by SWSM.	Employer to return their EMD not later than 15 days from the date of declaration of qualification process. For contractors who are not empaneled by SWSM, post bidding, we request Employer to return their EMD not later than 15 days from completion of Empanelment process.	As per RFQ As per RFQ
213.	Welspun Enterprises Limited	Instructions to Contractor Page no 14	Sub-contracting/ Sub-letting of execution of work (if selected in second stage of bidding) can be done if contractors desire after approval from SWSM.	We request the Employer to provide independence to the Contractor for appointing its sub-contractors since the Contractor remains liable to work executed by the sub-contractors. Hence, we request Employer to substitute this requirement with due information to SWSM.	As per RFQ
214.	Welspun Enterprises Limited	Joint Venture Page no 14	Lead Member shall meet at least 4 (Four) technical prequalification criterions and other member shall	You would kindly appreciate that Joint Ventures are permitted to bring in synergies between Financially sound project management companies and	As per RFQ

			meet at least 2 (two) technical prequalifications criteria required as per Clause 3.2.	Technically experienced contractors. For effective and timely implementation of projects, it is important that Financially sound partner leads the Joint Venture. Moreover, it may also be noted that if 4 out of 7 criteria are to be met by a Lead Partner, a very purpose of allowing Joint Venture is defeated. We would therefore request the Employer to substitute this clause with 'Joint Venture Members shall collectively satisfy the prequalification criterias as per Clause 3.2.'	
215.	Welspun Enterprises Limited	Evaluation of Technical Application Page no 23	In any case, in the event of any deviation from the factual information provided by the contractors in technical application, the deviation can reject the application and also ban the contractors from participation in any future tenders in the State of Maharashtra.	We request the Employer to give a reasonable opportunity to the bidder to submit clarifications before taking such adverse action.	As per RFQ
216.	Welspun Enterprises Limited	Miscellaneous Page no 27	It shall be deemed that by submitting the application, the applicant agrees and releases	We request the Employer to delete this clause as this clause is unilateral without any protection to the Bidder.	As per RFQ

			<p>the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the pre-qualification , bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.</p>		
217.	Welspun Enterprises Limited	Disciplinary Actions Page no 29	SWSM shall have the right to suspend business with contractor for any period, debar or remove	We request the Employer to provide opportunity to the Contractor to cure the cause within a reasonable time and defend his position before any adverse	As per RFQ

			contractor name from approved list of contractor indefinitely or for a period as decided by empanelling Employer.....	action by the Employer	
218.	Welspun Enterprises Limited	Standing Security Deposit Page no 32	...The empaneled contractor has to furnish standing security deposit of Rs.2 crore...which will remain...for a period of 4 years from date of empanement and will not be refunded...before expiry of this period.	We request the Employer to remove the concept of Standing Security Deposit as there is already a provision for the Security Deposit in the RFQ. The Contractor should be required to furnish security deposit only for contract which is awarded to it and not for mere empanelment.	Please refer departmental clarification
219.	Welspun Enterprises Limited	Clause 1 - Security Deposit Page no 32		We request the Employer to confirm that security deposit is 4% of the contract price and further request the Employer to accept bank guarantee for the same.	Please refer departmental clarification
220.	Welspun Enterprises Limited	I. General Guidelines Page no 67	If the bidder....or it is seen that the bidder has a tendency to create disputes/litigation about the work, SWSM/DWSM/MJP may decide to withdraw the name of the empanelled bidder from the particular district or a state empanelment list and	We request the Employer that commencement of dispute or litigation should not be a ground for withdrawal of work and / or removal of contractor. Nor the same should be any ground for Employer to take any action against the contractor. The clause is ambiguous and we request the Employer to delete the same. In case of withdrawal of work or removal of contractor, we request the Employer to provide compensation	As per RFQ

			<p>allot the balance work... In such situation the bidder, whose name is withdrawn from the district or state list will not claim any compensation.</p> <p>SWSM/DWSM/MJP will decide on further penal action on the non-performing bidder as per the terms and conditions of the bid.</p>	and the contractor should not be barred from claiming compensation.	
221.	Welspun Enterprises Limited	CONSTRUCTION ACTIVITY Page no 69	4. Quantities in respect of the several items shown in the tender are approximate the Contractor shall, if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the tendered quantities on the same conditions and in accordance with the specifications in the tender and as per the Clause 38 in the conditions of contract.	We request the Employer to give extra cost as applicable for work not mentioned in scope of the contractor.	As Per RFQ
222.	Welspun Enterprises	2.2 Conditions Based on JJM	Once bill for claiming the payment is submitted,	We request the Employer to make payment within 30 days from	As per RFQ

	Limited	Guidelines: Page no 71	payment is to be made within 30 to 45 days after third party inspection/ Quality/ Workmanship/ TPI reports. However, no interest will be payable on delayed payment.	submission of the bill. We further request Employer to pay interest at SBI MCLR plus 5% in case of delay of any payment under the contract.	
223.	Welspun Enterprises Limited	2.3 General Guidelines Page no 73	Contractor shall submit designs and drawings for all structures such as Balancing Tank, Intake well, Jack well, Pump House, Water Treatment Plant. (Hydraulic and structural), Sump, ESR, GSR, Thrust blocks / anchor blocks, Pumping machinery and its layout, all allied electrical and mechanical equipment's as directed by Executive Engineer . This designs and drawings shall be got checked from Government Engineering College or IIT at contractors own cost.	We request the Employer that the responsibility of the contractor should be restricted to submission of documents to the agency appointed by the Employer and the contractor be reimbursed the actual cost of such approvals from Government Engineering College or IIT.	As per RFQ

224.	Welspun Enterprises Limited	2.3 General Guidelines Page no 73	17. OBSTRUCTIONS IN THE WORK : All obstructions such as electric cables, telephone line, water and sewer mains, manholes, natural drainage, culverts, storm water drains etc. coming in the way shall be carefully looked after against any damages which otherwise will have to be made good by the contractor at his own cost. Any work of removing, repairing or remaking etc will be carried out by the contractor without any extra claims for the same in contractor with the respective departments.	We request the Employer to provide a list of electric cables, telephone line, water and sewer mains, manholes, natural drainage, culverts, storm water drains etc.	As per RFQ
225.	Welspun Enterprises Limited	UTILITIES AND SUB-STRUCTURES Page no 80	Before commencing any excavations, the Contractor shall investigate, determine the actual locations, and protect the indicated utilities and structures, shall determine the existence, position and	We request the Employer provide a list of utilities and sub-structure and in case, the same is required to be shifted, we request the Employer to assist the contractor and reimburse the cost at actuals.	As per RFQ

			ownership of other utilities and substructures in the site or before the work is performed by communication with such property owners, search of records, or otherwise and shall protect all such utilities and substructures.		
226.	Welspun Enterprises Limited	39.1 Work during Night or On Sundays and Holidays Page no 81	Unless otherwise provided, none of the permanent works shall be carried out during night, Sunday or authorized holidays without permission in writing. However, when work is unavoidable or necessary for the safety of life, priority of works, the Contractor shall take necessary action immediately and intimate the Engineer accordingly.	We request the Employer to provide independence to the Contractor to decide the working hour and the Contractor shall comply with the law while deciding the same. Hence, we request the Employer to delete the clause.	As per RFQ
227.	Welspun Enterprises Limited	41. Use of Approved Substitutions or Equals	The contractor shall bear all extra expenses resulting from providing or using approved substitutions or equals	We request the Employer to pay all the extra expenses in relation to approved substitutions or equals if the substitutions or equals are required for reasons not attributable to the	As per RFQ

		Page no 81	where they affect the adjoining or related work, including the expenses of required engineering, redesigning, drafting and permits where necessary, whether the Engineer's approval is given after receipt of tender`	contractor.	
228.	Welspun Enterprises Limited	48. Duties of Engineer's Representative Page no 83	a. ...He shall furnish the drawings and information to the contractor, approve the contractor's drawings subject to post-facto approval and signature of the Engineer-in-Charge, recommend and approve the interim certificates and taking over certificates after thorough checking and inspection and recommend extra work required and extension of time.	We request the Employer to provide only approved drawings and further request the Employer post facto approval.	As Per RFQ
229.	Welspun Enterprises Limited	48. Duties of Engineer's Representative Page no 83	b. Approval for or acceptance of any work or material or failure to disapprove any work or material by the representative of the Engineer shall not	We request the Employer approval or acceptance of any work by the Engineer should be final and binding on the Employer.—We further request the Employer that if the Engineer fails to approve within 14 days, the same shall	As Per RFQ

			prejudice the power of the Engineer thereafter to disapprove such work of material and to order removal or modification thereof.	be deemed to be approved.	
230.	Welspun Enterprises Limited	STATUTORY INCREASE IN DUTIES, TAXES ETC. Page no 87	All the taxes and duties levied by the Central Govt., State Govt and by Local Bodies at the prevailing rates applicable on the date of receipt of tender, excluding GST. Considering this contractor should quote his offer. Any increase in tax rates till completion of work shall be fully borne by the Contractor and shall not be reimbursed to him on any account.	We request the Employer to grant price variation due to change in law as Bidder cannot foresee these statutory taxes and duties during the period of Contract.	As Per RFP
231.	Welspun Enterprises Limited	66. Price Variation clause Page no 88	Price variation clause will not be admissible.	We request the Employer to provide for price variation due to inflation in costs during the period of contract to enable Bidders to quote competitive bid.	As per RFQ
232.	Welspun Enterprises Limited	70. Mobilization Advance	Mobilization Advance will not be granted	We request the Employer to grant 10% of the contract price as interest free	As per RFQ

		Page no 88		mobilization advance.	
233.	Welspun Enterprises Limited	76.9 Damage by Flood or Accident Page no 92	No compensation will be allowed to the contractor for his plant, material and work etc. Lost or damaged by floods or from other causes. The Contractor shall be liable to make good any part of material which is in charge of the Contractor and which is lost or damaged by floods or from any other cause. If the work executed is damaged, trenches filled due to any reason, Contractor shall have to make it good at his cost only.	Since the events mentioned in the clause are beyond the reasonable control of the contractor, we request the Employer to pay compensation and further request the Employer to pay additional cost incurred by the contractor for making good any damage to work. We further request Employer to provide extension of time as well.	As per RFQ
234.	Welspun Enterprises Limited	76.15 Test Certificate and Manuals Page no 94	The defect liability period for the pumping machinery will be counted from the date of Trial Run of entire scheme for a period of 12 months.	We request the Employer that defect liability period for the contractor should commence upon completion of installation and erection and not from trial run.	As Per RFQ
235.	Welspun Enterprises Limited	76.1 SCOPE OF CONTRACT	All matters omitted in the documents, but which may be inferred to be	We request the Employer to provide extra cost for matters not specifically	As per RFQ

		Page no 90	obviously necessary for intended service shall be deemed to have been included in the contract at no extra cost, and shall be obligatory and this point shall be carefully noted by the contractor.	mentioned in the contract.	
236.	Welspun Enterprises Limited	76.22 Training to staff & Handing over of the works Page no 96	II. All materials required for erection of Solar Power Plant shall be brought by contractor at his own cost.	We request the Employer to pay for materials required for erection of solar power plant.	As per RFQ
237.	Welspun Enterprises Limited	1) Payment against Excess quantities of various items Page no 98	While asking the contractor to execute such excess quantity, the concerned Executive Engineer of MJP / ZP / AUTHORIZED REPRESENTATIVE OF DWSSM should inform the Contractor in writing specifically that the payment in excess of quantities specified in the tender will be made at 50% of tendered rates after submission of excess	For excess quantities, we request the Authorities to pay at least 75% of the tendered rates agreed between the parties and approval for balance amount be accorded and paid by the Employer within 30 days from the date of submission of the Bill by Contractor.	As per RFQ

			quantities proposal to competent Employer for approval and full rates after approval to same from competent Employer.		
238.	Welspun Enterprises Limited	8. Appointment of Arbitrator Page no 100	... In case of a dispute which do get resolved amicably and If the contractor go for the arbitration or files a case in appropriate court, the action of withdrawing the work and allotting it to any other agency shall be deemed to be continued as per the practice in vogue in the larger interest of implementation of work in time...	We request the Employer to delete this clause as the contractor approaching the arbitrator or court in accordance with the law can't be made a ground for withdrawing the work.	As per RFQ
239.	Welspun Enterprises Limited	17. Incentive for early completion of work Page no 101	If contractor completes the work before scheduled completion time limit, he will be paid incentive bonus at the rate of 0.3% of the initial contract value or accepted contract value whichever is less for every one month of early	We request the Employer to pay to a bonus equal to 0.5% (Zero point five per cent) of contract price for the first 30 (thirty) days by which completion of works shall precede the original scheduled completion date and, thereafter, the said bonus should be calculated on the pro-rata basis for each day preceding the said 30 (thirty) days period. We request the Employer	As per RFQ

			<p>completion ahead of the original completion period.</p> <p>Maximum incentive payable shall not be more than 1% of the original contract value or accepted contract value, whichever is less.</p> <p>This incentive bonus shall not apply if extension to the original completion period is required irrespective of on whose account (Owner or Contractor's account). Period less than a month will not reckoned for the incentive bonus calculations.</p>	<p>to remove the cap of 1%. For delays not solely attributable to the contractor should be taken into while calculating the incentive. Further, we request the Employer to pay incentive even for a period less than 1 month.</p>	
240.	Welspun Enterprises Limited	19. Operation and Maintenance Page no 101	<p>a) Single Village Scheme:- After successful completion, commission of all work mentioned in schedule -B, the contractor will have to run the water supply scheme works on trial for a period of 3 months.....b) Multi Village Scheme:-</p>	<p>We request the Employer to provide for trial period of 3 months only.</p>	As per RFQ

			After successful completion, commission of all work mentioned in schedule -B and 6 months of trial run, and O & M of one year...		
241.	Welspun Enterprises Limited	22. Cutting of trees Page no 103	ii) If cutting of trees is unavoidable prior permission from the concerned Employer shall be taken by the contractor.	We request the Employer to provide tree cutting permission to the contractor.	Yes, However, necessary liasoning to be done by contractor.
242.	Welspun Enterprises Limited	Page no 103	24. In the event of contractor failed to comply with the progress of the work as per Bar Chart, contractor shall liable to pay compensation as per appropriate tender clause.	This is open-ended clause and we request the Employer to specify the clauses.	As per RFQ
243.	Welspun Enterprises Limited	2. Compensation for Delay Page no 107	the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Chief Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of	We request the Employer to cap the compensation at 5% instead of 10%.	As per RFQ

			the whole work as shown by the tender for everyday that the work remains uncommenced or unfinished after the proper dates....always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the estimated cost of the work as shown in the tender.		
244.	Welspun Enterprises Limited	8.Payment on intermediate certificate to be regarded as advance. Page no 111	No payment shall be made for any work estimated to cost less than Rupees one thousand till the whole of work shall have been completed and a certificate of completion given.	We request the Employer to pay the amount mentioned in monthly bill without prescribing any limit.	As per RFQ
245.	Welspun Enterprises Limited	14. Alteration in specifications & designs not to invalidate Page no 112	The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawing, design and instructions that may appear to him to be	We request the Employer to provide extension of time and additional cost to the contractor for such alteration in specifications & designs. If rates are not specified in the contract, the amount shall be paid only on the basis of rates mutually agreed between the parties.	As per RFQ

			necessary or contracts, advisable during the progress of the work and the contractor shall be bound to carry out the work...alterations shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division with due consideration for leads and lifts involved for		
--	--	--	---	--	--

			materials and labour or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower.		
246.	Welspun Enterprises Limited	15. No claim to any payment or compensation for alteration in or restriction of Work except specified in this clause Page no 113	No Claim to compensation on account of loss due to delay in supply of materials by MJP / ZP /AUTHORIZED REPRESENTATIVE OF DWSM	We request the Employer to delete the same. We request the Employer to provide for all the costs incurred by the contractor during suspension in addition to additional cost incurred in relation to plant, machinery, labour, security of site, etc. and other overheads, idling of machinery and manpower, etc.	As per RFQ
247.	Welspun Enterprises Limited	15 A. No claim to compensation on account of loss due to delay in supply of material by MJP /ZP / AUTHORIZED REPRESENTATIVE OF DWSM Page no 113	Difficulties relating to the supply of railway wagons.	We request the Employer to grant extension of time and additional cost incurred by the contractor and compensation to the contractor for non-supply or delay in supply of material by the Employer for reasons not attributable to the contractor.	As per RFQ
248.	Welspun Enterprises	25. Work on	No work shall be done on Sunday without the	We request the Employer to provide independence to the Contractor to	As per RFQ

	Limited	Sunday Page no 120	sanction in writing of the Engineer-in-charge.	decide the working hour and the Contractor shall comply with the law while deciding the same. Hence, we request the Employer to delete the clause.	
249.	Welspun Enterprises Limited	Clause 27 : Sum payable by way of compensation to be considered as reasonable without reference to actual loss Page No 121	All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of MJP / ZP / AUTHORIZED REPRESENTATIVE OF DWSM without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained	We request the Employer that the compensation shall be payable by the contractor only upon proof of actual loss by the Employer and not otherwise. Hence, we request the Employer to modify the clause.	As per RFQ
250.	Welspun Enterprises Limited	Clause 40: Claim for compensation for delay in starting the work Page no 123	No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works, on account of any delay in accordance to sanction of estimates.	We request the Employer to provide compensation for delay in commencement of work when the delay in commencement is for reasons not solely attributable to the contractor.	As per RFQ

251.	Welspun Enterprises Limited	50. Employment of local labour Page no 125	The Contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located. Provided, however, that if required number of unskilled labour from that district is not available, the Contractor shall in the first instance employ such number of persons as is available and thereafter may with the previous permission in writing of the Engineer-in charge of the said work obtain the rest of the requirement of unskilled labour from outside of district.	We request the Employer not to make this clause mandatory and also not to prescribe any minimum percentage. The Contractor should be provided independence and the Contractor may endeavor to engage local labour as per its own requirement.	As per RFQ
252.	Welspun Enterprises Limited	57. Price Variation clause Page no 127	not applicable	We request the Employer to provide price variation.	As per RFQ

253.	Welspun Enterprises Limited	62. CSMC Page no 129	No interest shall be payable to Contractor by the SWSM Govt. of Maharashtra on account dues pending for any reason.	We request the Employer to pay interest at SBI MCLR plus 5%.	As Per RFQ
254.	Welspun Enterprises Limited			We request the Employer to provide status of land acquisition?	Details will be provided with the bidding documents of concerned water supply scheme
255.	Welspun Enterprises Limited			We request the Employer to provide details of all utilities like Sewerage, Telephone, Electric lines, OFC, etc.	As per RFQ
256.	Welspun Enterprises Limited			We request Employer to please let us know the status of obstructing utilities.	As per RFQ
257.	Welspun Enterprises Limited			We request the Employer to provide the number of trees required to be cut.	As per RFQ
258.	SMC INFRASTRUCTURES PRIVATE LIMITED	Earnest Money Deposit Page no 13		As per GR No: - F.9-04-2020-PPD Dated. 12-Nov-2020 issued by Govt. of India, Post COVID EMD should not be taken from Bidder and only Bid Security Declaration be taken. A copy of said GR is attached. This is RFQ not regular tender, so please cancel EMD.	AS Per RFQ
259.	SMC INFRASTRUCTURES PRIVATE LIMITED	Estimated Project Cost		Kindly provide the bifurcation of 9094.10 Cr in how many packages	Details will be provided in RFP

		Page no 65			
260.	SMC INFRASTRUCTURES PRIVATE LIMITED	Minimum Eligibility Criteria,3.2 Page no 18		Please consider lowering, laying and jointing of CI / DI / MS pipeline of minimum 200 mm dia. & minimum Total length 250 KM with satisfactory hydraulic testing in maximum 5 No. of tenders . In Qualification criteria for Pipe line experience- Providing, supplying experience of pipe is required, but in MJP work the supply part is in MJP scope .	As Per RFQ
261.	SMC INFRASTRUCTURES PRIVATE LIMITED	Minimum Eligibility Criteria,3.2 Page no 18		Please consider Providing, supplying, lowering, laying and jointing of HDPE pipeline of minimum 90 mm dia. & minimum Total length 500 KM with satisfactory hydraulic testing in maximum 5 No. of Tenders. In General practice 90 mm HDPE pipe provided for Distribution System	As Per RFQ
262.	SMC INFRASTRUCTURES PRIVATE LIMITED	Notice Inviting Request for Qualification		To study the RFQ in detail we request you to kindly extend the date of RFQ submission at least 1 month	As per Departmental clarification
263.	NCC LIMITED	(2) Technical Capacity (B) Head Works	Successful completion of Construction of minimum 5 Nos. Approach channel	Since approach channel/connecting main are part of Head works only, we request you to amend the clause as	As Per RFQ

		<p>Approach channel/ Connecting Main and Jack well with Overhead Pump House.</p> <p>Page no 18</p>	<p>/ Connecting Main and minimum 5 Nos. of Jack well / Intake Well / Intake works of minimum dia. 6 m or of equivalent area, with overhead Pump house on major river or in submergence of Dam / Canal / Reservoir in maximum 5 No. of tenders.</p>	<p>mentioned below:</p> <p>“Successful completion of Construction of 5 Nos. of Jack well / Intake Well / Intake works of minimum dia. 6 m or of equivalent area, with overhead Pump house on major river or in submergence of Dam / Canal / Reservoir in maximum 5 No. of tenders”.</p>	
264.	NCC LIMITED	<p>2. Technical Capacity (B)</p> <p>Pumping Machinery and Automation, SCADA work.</p> <p>Page no 18</p>	<p>C) In case of SCADA & Automation work, the contractors shall be registered Contractor or Manufacturer / authorized dealer of PLC /sensors or system integrator of having experience of successful installation and commissioning of automation in Water supply scheme with automation of Pumping machinery or Water Treatment Plant or automation of Pumping Station or Sewage Treatment Plant of underground Sewerage</p>	<p>We presume that if the bidder has executed SCADA & Automation works and is having “experience of successful installation and commissioning of automation in Water supply scheme with automation of Pumping machinery or Water Treatment Plant or automation of Pumping Station or Sewage Treatment Plant of underground Sewerage scheme” then the bidder can fulfill the criteria of SCADA & automation work and bidder need not be registered Contractor or Manufacturer / authorized dealer of PLC /sensors or system integrator. Please confirm.</p>	As Per RFQ

			scheme.		
265.	NCC LIMITED	1.2 Components under JJM: JJM: Tentative Allocation for 4 yrs Annexure -2. Page no 65	Components under JJM: a) Retrofitting of completed and ongoing schemes to provide FHTCs at minimum service level of 55 lpcd; b) Single Village Scheme (SVS) in villages having adequate groundwater/ spring water/ local or surface water source of prescribed quality; c) Single Village Scheme (SVS) in villages having adequate groundwater that needs treatment; d) Multi Village Scheme (MVS) with water grids/ regional water supply scheme; and e) Mini solar power-based piped water supply in isolated/ tribal hamlets	Please provide district wise break up of value of work under the following each category: a) Retrofitting of completed and ongoing schemes to provide FHTCs at minimum service level of 55 lpcd; b) Single Village Scheme (SVS) in villages having adequate groundwater/ spring water/ local or surface water source of prescribed quality; c) Single Village Scheme (SVS) in villages having adequate groundwater that needs treatment; d) Multi Village Scheme (MVS) with water grids/ regional water supply scheme; and e) Mini solar power-based piped water supply in isolated/ tribal hamlets	Copy of latest action plan will be provided at RFP Stage
266.	NCC LIMITED	Clause-70, General	Mobilization Advance will	Request you to incorporate mobilization advance clause @10% of	As per RFQ

		Conditions of Contract Page no 88	not be granted	contract value. Please confirm.	
267.	NCC LIMITED	Clause-66, General Conditions of Contract Page no 88 Clause 57: Conditions of Contract	Price Variation Clause – Price Variation Clause will not be admissible. Price Variation Clause (Not Applicable).	Since the contract period is 4 years, request you to incorporate price variation clause based on wholesale price indices for the Cement, Steel, DI pipes, HDPE Pipes, Labour, All commodities etc.,. Please confirm.	As per RFQ
268.	NCC LIMITED	Clause-67, General Conditions of Contract Page no 88	67. No Interest On Dues No interest shall be payable by the MJP/ZP/ Authorized Representative of DWSM on amounts, due to contractors pending final settlement of claim. Further, no interest shall be payable by MJP/ ZP/ Authorized Representative of DWSM on any amount/payment. Once bill for claiming the	Interest for delay payment may be allowed in the tender conditions. Please confirm.	As Per RFQ

		Clause-2.2 (IV), General Conditions of Contract Page no 72	payment is submitted, payment is to be made within 30 to 45 days after third party inspection/ Quality/ Workmanship/ TPI reports. However No interest will be payable on delayed payment.		
269.	NCC LIMITED	9.8 Revision of Rates Page no 30	P0 = Wholesale price index of the month and year of the last date of submission of financial offer. P1 = Wholesale price index of the month and year, at the end of one year (and subsequent years as the case may be) from the date of empanelment.	Please provide the wholesale price index to be considered for Revision of Rates.	AS per reply to Sr no 9 above
270.	NCC LIMITED	Clause -9.11 (B)(b) Page no 32	b) Deductions through R.A. Bills. Balance 2% amount will be recovered through each running bill at 5% of the gross amount of R.A. Bill to the extent that total required security deposit is to be recovered. 100% amount of security deposit lodged by	In order to have smooth cash flow, during execution of work the amount retained from RA bills may be released against submission of Bank Guarantee for equivalent amount. Please confirm	Please refer departmental clarification

			<p>Contractor for the work shall be refunded along with the payment of the final bill, if the date up to, which the Contractor has agreed to maintain the work in good order, is over. If final bill paid before the Date up to which the Contractor has agreed to maintain the work in good order, 100% amount of the security deposit along with the payment of the final bill. However, the contractor will have to submit the Bank Guarantee of 50% of Security Deposit amount from Nationalized Bank up to defect liability period.</p>		
271.	NCC LIMITED	<p>Clause 20 : Contractor liable for damage done and for imperfections</p> <p>Page no 116</p>	<p>1. Pumping Machinery. Five Years</p> <p>a) Pumping machinery and other allied mechanical, electrical: installation (excluding those in the treatment plant contract), surge arrestors, water hammer</p>	<p>Since operation and maintenance period is one year, defect liability period may also be restricted to 1 (One) year. Please confirm.</p>	As Per RFQ

			<p>control devices, chlorinators (excluding those provided in the treatment plant contract) Repairs to the works at (a) above. Five Years.</p> <p>2. WTP/ESR/GSR/BPT, Sump and Pump House, Balancing Tank head works, approach bridge etc.</p> <p>a) Based on Contractor's own design. Five Year.</p> <p>b) Based on Departmental design. Five Years</p> <p>c) Special repairs to ESR / GSR / BPT Five Years</p> <p>d) Ordinary repairs to ESR / GSR / BPT Sump and Pump House, etc. Five Years</p> <p>3. Pipe Lines.</p> <p>i) Pumping Mains, Gravity Mains, Leading Mains including all the fixtures : Five Years</p> <p>ii) Distribution system,</p>	
--	--	--	---	--

			<p>laterals, branch sewers of sewerage system, etc.: Five Years</p> <p>iii) Repairs to pipe lines under the works at (i) and (ii) above: Five Years.</p>		
272.	NCC LIMITED	Clause 1.5.2	<p>Earnest Money Deposit</p> <p>Rs. 100,00,000/- (Rupees One Crore only) to be paid online on the e-tendering portal at the time of submission of the application. Earnest Money Deposit may be submitted in the form of Bank Guarantee. The original Bank Guarantee must be delivered to address mentioned in clause 1.5.1 above within 2 days from the date of opening of the technical bids failing which the bid shall be summarily rejected.</p>	<p>We would like to draw your attention to Govt of India Office Memorandum (D.O. No.9/4/2020-PPD dated 12.11.2019 (Copy enclosed for ready reference) wherein GoI has provided certain relief measure to contracting agencies by providing reduction in quantum of various deposits which contractors are required to make in the Government Contracts which are as follows:</p> <p>(i) Reduction in Performance security from existing 5-10% to 3% of the value of the contract.</p> <p>(ii) No provision regarding bid security should be kept in the bid document in future and only provision for Bid security Declaration should be kept in the Bid Document.</p> <p>(iii) No provision should be kept in the Bid document regarding Additional Security Deposit/Bank Guarantee in case of abnormally low bids.</p> <p>In view of the above, we request your goodself to kindly allow Bid security</p>	As Per RFQ

				declaration instead of Bid security in the form of Bank Guarantee/Online Payment. Please confirm.	
273.	NCC LIMITED	Clause-5 Page no 24	Methodology For empanelment of contractors and allocation of Work	Please indicate the minimum amount of work to be awarded to the L1 bidder in any district/region.	As Per RFQ
274.	NCC LIMITED	General	List of villages	List of villages with population in each district may be provided.	Copy of latest action Plan will be provided at RFP Stage.
275.	NCC LIMITED	General	Funding Pattern	Please provide the funding pattern for the project.	Funding pattern is Central 50%: State 50%; subject to government policy.
276.	NCC LIMITED	General	Typical BOQ	Please arrange to provide BOQ for Retrofitting schemes, SVS, MVS and Mini solar power-based PWS Scheme to be undertaken under the project	It will be provided along with bidding document of water supply scheme

277.	JWIL Infra Ltd.	Cl. 3.2 2.F Technical Capacity Page No 19	Water Treatment Plant Providing and constructing 5 Nos of WTP in which 3 Nos of 10 MLD and 2 Nos 25 MLD of minimum capacity with satisfactory commissioning and completion in minimum 5 No's of tenders	<p>We understand that the current RFQ is invited to pre-qualify agencies for execution of single/multi village water supply scheme totalling to 9094 Cr.</p> <p>Your good selves will appreciate that quantum of work as in for this scheme requires more and more agencies to work simultaneously and are critical for timely & successful implementation of the project. Thus, to increase the bidder's participation in the project we would like to request that the criteria of Water Treatment Plant may be please modify as:</p> <p>"If any bidder has constructed 50 MLD or above WTP with satisfactory commissioning and completion then it should be considered 2x25 MLD."</p> <p>The requested criteria would allow more agencies to participate to have healthy competition in prestigious water project. Kindly Accept.</p>	As per RFQ
------	-----------------	--	--	--	------------

278.	JWIL Infra Ltd.	Cl. 4.2.b 1. Evaluation of Technical Application Page 22	Financial Turnover Average Turnover during the last three financial year (2016-17, 2017-18, 2018-19 OR 2017-18, 2018-19, 2019-20)	We would like to draw your kind attention towards the multiplying factor provided in all other tenders invited by different state government agencies. Considering the time value of money, those tenders allow work executed in past & turnover achieved in previous years to be multiplied by a factor of 10% each year to bring them to current price level. Such multiplying factor is not given in the current RFQ. We request to provide a multiplying factor of 10%/year for this project also to bring previous year turnover to the current price level. Kindly Accept.	As Per RFQ
279.	Bhoorathnom Construction Co. (P) Limited	Price Variation Page no 88		As per tender conditions "Price Variation Clause will not be admissible." These tenders are single multi villages' schemes. This type tenders will take minimum 18 to 24 months for completion of the scheme. Hence we request you to kindly allow the Price Variation Clause	As per RFQ
280.	Bhoorathnom Construction Co. (P) Limited	Mobilization Advance Page no 88		As per tender conditions "Mobilization Advance will not be granted." But at the present situation (Covid-19 Crisis) all contractors are facing the financial difficulties due to Covid-19 panderrlic. Hence we request you to kindly allow the Mobilization Advance 10% of the	As per RFQ

				contract value.	
281.	Bhoorathnom Construction Co. (P) Limited	Submission of application		As per tender conditions "Last date for submission of application is 30/03/2021. Whereas these type of tenders we have to form JVs to meet all the criteria, for this it will take minimum 2 to 3 weeks. Hence we request you to kindly extend the submission of application date for another 2 to 3 weeks from the present submission date.	Please refer Departmental clarification-
282.	Bhugan Infracon Pvt Ltd	Page no 57	Bidding capacity of contractor for completion of work will be decided by following formula. BIDDING CAPACITY = [(1.25 X N X A) - B]	We are requesting you to please change the bid capacity formula as BIDDING CAPACITY = [(3X N X A) - B]	Please refer departmental clarification.
283.	Bhugan Infracon Pvt Ltd	Page no 30	Price Escalation is not allowed	We are requesting you to please incorporate the Price Escalation in bid	As per RFQ
284.	The Indian Hume pipe Co Ltd.	1.52 EMD	The contractor shall pay Rs. 100,00,000/- (Rupees One Crore only) to be paid online on the e-tendering portal at the time of submission of the application. Earnest Money Deposit may be submitted in the form of	please refer to Government of India Office Memorandum No.F9/4/2020PPDdt 12/11/2020 where in it is clearly mentioned that No provision regarding Bid security should be should be kept in the bid document in future and only provision for bid security declaration should be kept in bid document . the policy is being	As Per RFQ

			Bank Guarantee	implemented by all major govt organization all over india.Jal Jeevan mission programme being part of Government of India Programme, it is requested to implement this GR for emd exemption , Kindly confirm	
285.	The Indian Hume pipe Co Ltd.	Payment Schedule Page no 657		It is mention in the tender , for pipe material only 85% providing rates shall be payable till satisfactory Hydraulic testing is given we request kindly consider 1.on supply of pipe @site-85% 2.on Laying and Jointing -10% 3.On Hydraulic testing on Pipe Line-5% kindly accept	Clarification will be provided at RFP Stage.
286.	The Indian Hume pipe Co Ltd.	collaboration page no 15	Principal contractor shall meet at least 5 technical pre-qualification criterions mentioned in clause 3.2 . for the evaluation of technical application (stage 2) as mentioned in clause 4.2b, technical experience and financial capacity of principal contractor will only be considered.	please consider as follows principal contactor meet at least 4 technical prequalification criterions mentioned in clause 3.2 for the evaluation of technical application(stage 2)as mentioned in clause 4.2b , technical experience and financial capacity of principal contractor will only be considered.	As Per RFQ

287.	The Indian Hume pipe Co Ltd.	revision of rates page no 30	price Escalation is not allowed	Considering the volatile market and time required to complete the work, we request you to consider the price variation clause.	As per RFQ
288.	The Indian Hume pipe Co Ltd.	date of submission	scheduled submission date for above RFQ is 30/3/2021 up to 3.30PM & Prebid meeting date is 17/03/2021 @11.30AM	We will require at least 20-25 days from receipt of prebid clarification for study RFQ document & working out our best proposal. Hence we request you to kindly extend the date of RFQ submission by at least 20-25 days after the receipt of pre bid clarifications. Kindly accept	As Per departmental clarification Sr No
289.	Electrotherm India Limited	annexure-4 item no 65, Page no 628	you have asked rates for 100 to 1000mm dia K7 & K9 class DUCTILE IRON PIPES whereas DI pipes available from 100mm to 1200mm dia in India	We are one of the leading manufacturers in India having BIS license for manufacturing and supplying of DUCTILE IRON PIPES from 100mm dia to 1200mm dia in K7 and K9 class pipes (BIS license copy attached). We have been supplying DI pipes to all water supply bodies, Municipal Corporations, Councils, ZPs, MES, Railways etc. if required performance certificates can be provided. We are also enlisted with Maharashtra Jeevan Pradhikaran for 100mm to 1200mm dia In future some multi village scheme may need to provide 1100 or 1200 mm dia. pipes. Hence, we suggest to amend the sizes as "100 mm to 1200 mm" in schedule of	As per RFQ

				item- so as to cover the fullrange	
290.	MJP Contractors Association			<p>please refer to Government of India Office Memorandum No.F9/4/2020PPDdt 12/11/2020 where in it is clearly mentioned that No provision regarding Bid security should be should be kept in the bid document in future and only provision for bid security declaration should be kept in bid document . the policy is being implemented by all major govt organization all over india .Jal Jeevan mission programme being part of Government of India Programme, it is requested to implement this GR for emd exemption</p>	As Per RFQ
291.	MJP Contractors Association	technical criteria page no 18		<p>the technical criteria is too stringent considering works being carried out by contractors in Maharashtra .</p> <p>a) The requirement criteria for CI / DI / MS pipeline is minimum 200 mm dia. With total length completed (including hydraulic testing) is 250 Km (providing ,laying and jointing etc. complete) in maximum 5 works here it is to bring to your kind notice that maximum number of projects carried out/being carrid out in Maharashtra in last</p>	As per RFQ

				<p>10 years had provision for DI/CI Pipes being supplied by client . therfroe it is not possible to have this kind of experience for work carried out in Maharashtra.</p> <p>for HDPE pipes the criteria given is minimum 110mm dia with minimum length 500 Km in 5 projects . here it is to mention that maximum projects had 90 mm dia pipes will be there with most contracctors .</p> <p>the above criteria may please be modified to suit works carried out in Maharashtra in last 10 years please</p> <p>b) Contractors should be allowed to employ person having valid electrical license of competent govt.authority as per prevailing norms</p>	
292.	R.A.Ghule	3.2A Page no 18	<p>Minimum 3 Nos and maximum 10 Nos. Out of which at least 1 shall be multi village/ town schemes and the total cost of the schemes shall not be less than Rs. 231crore.</p> <p>The water supply schemes should consist of</p>	<p>या मध्ये कमीत कमी ३ व जास्तीत जास्त १० योजना यांचे एकूण किंमत कमीत कमी २३१ कोटी असावी व या मध्ये Head work/Source work, Raising main/ Gravity Main, Pumping machinery,WTP,ESR and Distribution network केलेले असावे असे नमूद केले आहे परंतु यांत्रिक ठेकेदार न्यायालयात गेल्याने गेल्या ५ ते ७ वर्षापासून</p>	Please refer departmental clarification

			components such as headwork/Source work, rising main/ Gravity main, pumping machinery, WTP, ESR and distribution network with successful hydraulic testing, trial run and commissioning	Pumping machinery चे स्वतंत्र निविदा मागविण्यात येतात त्यामुळे एकाच योजनेत सर्व उपागाचा अनुभव घेणे शक्य होत नाही त्यामुळे कोणत्याही पाणी पुरवठा योजनेचे काम गृहीत धरण्यात यावे.	
293.	R.A.Ghule	3.2C Page no 18	Successful completion of Construction of minimum 5 No's RCC bridges / Steel bridges of minimum Total length 250 m having minimum width 2.5 m in maximum 5 No. of tenders	कमीत कमी ५ नग RCC bridges ज्याची लांबी २५० मीटर व रुंदी २.५ मीटर असावी असे नमूद केले आहे . तथापि काही योजने मध्ये Site Condition नुसार bridge ऐवजी Approach bund करण्यात येतात त्यामुळे 3.2 B मध्ये Approach Channel/Connecting main जसे मागितले आहे त्याप्रमाणे Approach bridge/Approach bund मान्य करावे.	As Per RFQ
294.	R.A.Ghule	3.2 D-B Page no 19	Contractor shall possess valid electrical supervisor's license of competent Govt. Authority	मध्ये नमूद केल्यानुसार ठेकेदाराकडे इलेक्ट्रिकल सुपरवायझर license असणे आवश्यक आहे असे म्हटले आहे तथापि इलेक्ट्रिकल सुपरवायझर license असणारा कर्मचारी आस्थापनावर असावा असे मान्य करावे.	As per RFQ
295.	R.A.Ghule	3.2 D-C Page no 19	In case of SCADA & Automation work,the contractors shall be registered Contractor or Manufacturer / authorized dealer of	मध्ये नमूद केल्या नुसार स्काडा ऑटोमेशन चा अनुभव PLC/Sensor तयार करणे किंवा अधिकृत विक्रेता असणे आवश्यक आहे तथापि ठेकेदारांनी पाणी पुरवठा /मलनिःसारण योजनेसाठी स्काडा ऑटोमेशनचे काम	As Per RFQ

			PLC,/sensors or system integrator of having experience of successful installation and commissioning of automation in Water supply scheme with automation of Pumping machinery or Water Treatment Plant or automation of Pumping Station or Sewage Treatment Plant of underground Sewerage scheme.	यशस्वीरीत्या पूर्ण केले असल्यास पुरवठादाराची मागणी असलेली अट शिथिल करावी.	
296.	R.A.Ghule	3.2 D-F Page no 19	Providing and constructing 5 Nos of WTP in which 3 Nos of 10 MLD and 2 Nos 25 MLD of minimum capacity with satisfactory commissioning and completion in minimum 5 No's of tenders	25 MLD ऐवजी 15 MLD चे 2 व 10 MLD ऐवजी 5 MLD चे ३ किंवा Total Capacity 80 MLD एकूण 10 योजनेमध्ये ग्राह्य धरावी किंवा 80 MLD पेक्षा जास्त क्षमतेचा Balancing Tank बांधण्याचा अनुभव ग्राह्य धरावा.	As Per RFQ
297.	R.A.Ghule	3.2 6 Page no 19	Contractors should be registered under Labour authorities including Contract Labour and (Regulation and	लेबर लायसन्स मागितले आहे परंतु कार्यदिश दिल्यानंतरच लेबर लायसन्स संबधित खात्यातून दिले जाते व सदर चे लायसन्स जिल्हा निहाय काढावे लागते याकरिता कार्यदिश झाल्यानंतर लेबर लायसन्स काढण्याचे हमीपत्र निविदे	Yes

			Abolition) Act, 1970,	सोबत देण्याचे मान्य करावे.	
298.	R.A.Ghule	9.5 Page no 19	Structural Engineer /Public Health Engineer For all category type works technical personnel viz., Structural Engineer, Public Health Engineer and an Architect must be designated.	Structural Engineer /Public Health Engineer नोंदणीकृत RCC Consultant कडून RCC Design करून घेण्यात येते त्यामुळे निविदा मंजुरी नंतर Structural Engineer /Public Health Engineer ची नेमुणूक करण्याची मुभा असावी व वरील अट शिथिल करावी.	As Per RFQ
299.	R.A.Ghule	Page no 57		रु.४५० कोटी रकमेच्या bid capacity ची मागणी केलेली आहे त्यासाठी N चा आकडा दिलेला नाही तो किती ग्रहित धरण्यात यावा याचा उल्लेख व्हावा.	N =4 years
300.	SOYO Systems			आपल्या निविदा मध्ये असणाऱ्या सोलर पंपाचा कामांचा व तसेच आपण मागितलेल्या कामांचा अनुभवांचा एकमेकाशी काही संबंध येत अनेही.	As Per RFQ
301.	SOYO Systems			आपल्या निवडा मध्ये सोलर वॉटर पंपासाठी लागणाऱ्या अनुभव तसेच आर्थिक उलाढाल व महाराष्ट्र राज्यातील लघु उद्योजकांना प्राधान्य देण्यासाठी आपल्या निविदामध्ये आपण बदल करावेत.	As Per RFQ

Note:

1. RFP stage means second stage of bidding where item rates will be invited from the pre-qualified contractors.
2. Employer/SWSM reserves the right to add/delete / modify terms conditions of RFQ, if felt necessary at the time of RFP stage i.e. at second stage of bidding.

Departmental clarification

Sr. No.	Reference Section No. and Page No.	Particulars of subject (printed as)	Departmental clarification (Read as)
1	Instruction to contracts- Sr. No. 9.11- page No.32	<p>Performance Security Deposit</p> <p>A) Standing Security Deposit The empaneled contractors will be informed by post/email. The empanelled contractor has to furnish standing security deposit of Rs. 2.00 Cr. The EMD amount initially submitted by the contractor during pre-qualification will be adjusted accordingly and remaining amount need to be deposited by the empanelled contractor which will remain interest free with SWSM for a period of (four)years from the date of empanelment and will not be refunded under any circumstances before expiry of this period. This amount should be remitted as DD/FDR/Bank Guarantee of Nationalized or scheduled Bank .</p> <p><u>B) At time of allotment of work to empanel contractors.</u> 4% of the cost of Work. a) Initial Security Deposit. 2% of work order cost in the form of DD/Bank Guarantee from Nationalized / Scheduled Bank in the name of authority appointed by Mission Director , SWSM which shall be valid for the period of 24 months (time limit) and shall be extended suitably if the work is not completed within the time limit.</p>	<p>Security Deposit</p> <p>A) Standing Security Deposit The empaneled contractors will be informed by post/email. The empanelled contractor has to furnish standing security deposit of Rs. 2.00 Cr. The EMD amount initially submitted by the contractor during pre-qualification will be adjusted accordingly and remaining amount need to be deposited by the empanelled contractor which will remain interest free with SWSM for a period of (four)years from the date of empanelment and will not be refunded under any circumstances before expiry of this period. This amount should be remitted as DD/FDR/Bank Guarantee of Nationalized or scheduled Bank in the name of Mission Director, SWSM valid for 4 years and shall be extended suitably till completion of all works in all respect allotted under JJM project as empanelled contractor. The Standing Security Deposit shall be released after completion of all works allotted under JJM project.</p> <p>B) At time of allotment of work to empanel contractors. 4% of the cost of Work. a) Initial Security Deposit. 2% of work order cost in the form of DD/Bank Guarantee from Nationalized / Scheduled Bank in the name of</p>

		<p>b) Deductions through R.A. Bills. Balance 2% amount will be recovered through each running bill at 5% of the gross amount of R.A. Bill to the extent that total required security deposit is to be recovered. 100% amount of security deposit lodged by Contractor for the work shall be refunded along with the payment of the final bill, if the date up to, which the Contractor has agreed to maintain the work in good order, is over. If final bill paid before the Date up to which the Contractor has agreed to maintain the work in good order, 100% amount of the security deposit along with the payment of the final bill. However, the contractor will have to submit the Bank Guarantee of 50% of Security Deposit amount from Nationalized Bank up to defect liability period.</p>	<p>authority appointed by Mission Director , SWSM which shall be valid for the period ofmonths (time limit).</p> <p>b) Deductions through R.A. Bills. Balance 2% amount will be recovered through each running bill at 5% of the gross amount of R.A. Bill to the extent that total required security deposit is to be recovered. 100% amount of security deposit lodged by Contractor for the work shall be refunded along with the payment of the final bill if the date up to, which the Contractor has agreed to maintain the work in good order, is over. If final bill paid before the Date up to which the Contractor has agreed to maintain the work in good order, 90% amount of the security deposit shall be refunded along with the payment of the final bill and balance amount of security deposit retained shall be released after expiry of period up-to which the contractor has agreed to maintain the work in good condition is over.</p>
2	5. Condition of Contract- Clause 1 - page No.107, para 2, line No.6 work in good order, is over. 100% amount of the security depositexcess cost incurred by the MJP/ZP/ AUTHORIZED REPRESENTATIVE OF DWSM on rectification work. work in good order, is over. 100% amount of the security deposit of the total tender cost shall be refunded along with the payment of the final bill if the date up to, which the Contractor has agreed to maintain the work in good order is over . 90% amount of the security deposit shall be refunded along with the payment of the final bill if final bill paid before the Date up to which the Contractor has agreed to maintain the work in good order and balance amount of security deposit retained shall be released after expiry of period up-to which the contractor has agreed to maintain the work in good condition is over. In the event of Contractor failing or neglecting to complete

			rectification work within the period up to, which the Contractor has agreed to maintain the work in good order then subject to provisions of Clause 17 and 20 thereof, the amount of security deposit retained by SWSM shall be adjusted towards the excess cost incurred by the MJP/ZP/AUTHORIZED REPRESENTATIVE OF DWSM on rectification work.
3	5. Condition of Contract- Clause 3 - page No.109, line No.22 from topproceed thereof provided however that the contractor shall have to claim against MJP event if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) and (c) is adopted by the MJP,.....proceed thereof provided however that the contractor shall have no claim against MJP/ZP/GSDA even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) and (c) is adopted by the MJP,.....
4	2.3 - General Guideline- Sr. No. 31 SECURITY DEPOSIT AND INDEMNITY BOND - page No.78	31.1 Security Deposit The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligation under the contract. This shall be read with Clause No.1 and 20 of B-1 Form for Security Deposit and Defect Liability Clause respectively.	31.1 Security Deposit The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligation under the contract. This shall be read with Clause No.1 and 20 of Condition of Contract i.e. Security Deposit and Contractor liable for damage done and for imperfections Clause respectively
5	3.Special Condition of Contract - Sr. No. 20 - page No. 102	100%of security deposit of total tender cost shall be refunded along with payment of final bill. However, the contractor will have to submit Bank Guarantee of 50% of security deposit amount from Nationalised Bank for a period of 5 year i.e. defect liability period. Original Security Deposit (to be refunded along with the payment of final bill) shall be released only after the due verification of above mentioned bank guarantee from the concerned bank.	100% amount of security deposit lodged by Contractor for the work shall be refunded along with the payment of the final bill if the date up to, which the Contractor has agreed to maintain the work in good order, is over. 90% amount of the security deposit shall be refunded along with the payment of the final bill if final bill paid before the Date up to which the Contractor has agreed to maintain the work in good order and balance amount of security deposit retained shall be released after expiry of period up-to which the contractor has agreed to maintain the work in

			good condition is over
6	Bank Guarantee Format Form 14	<p>“M/s..... herein after called the Consulting Firm, having its registered office / head office atwith the following Directors on their Board of Directors / partners of the firm.”</p> <p>“proposal/bid is revoked during its validity period /the prices are increased unilaterally after the proposal opening and during validity of the offer or the consulting firm have failed or refused to sign the Contract in conformity with their final offer”</p>	<p>“M/s..... herein after called the contractor, having its registered office / head office atwith the following Directors on their Board of Directors / partners of the firm.”</p> <p>“proposal/bid is revoked during its validity period /the prices are increased unilaterally after the proposal opening and during validity of the offer or the contractor have failed or refused to sign the Contract in conformity with their final offer”</p> <p><i>{in this BG format, please replace word consulting firm by contractor}</i></p>
7	1.5.1 Schedule of RFQ Process:	Last date & time for downloading the RFQ document Date: 15/4/2021 Time: 3.30PM	Last date & time for downloading the RFQ document Date: 29/4/2021 Time: 3.30PM
		Last Date (deadline) & Time for submission of application Date: 15/4/2021 Time: 3.30PM	Last Date (deadline) & Time for submission of application Date: 29/4/2021 Time: 3.30PM
		Date and Time for Opening of Technical Application Date: 16/4/2021 Time: 3.30PM	Date and Time for Opening of Technical Application Date: 30/4/2021 Time: 3.30PM
8	Form 12 Page No. 57	<p>Formula to Calculate Bid Capacity</p> <p>The bidder shall have a bid capacity of minimum Rs. 458 crores.</p> <p>Bidding capacity of contractor for completion of work will be decided by following formula.</p> <p>BIDDING CAPACITY = [(1.25 X N X A) – B]</p> <p>Where ...</p> <p>N= Number of years prescribed for completion of the work for which present bid is invited</p> <p>B= Value of existing commitment of ongoing work to be completed during the period of</p>	<p>Formula to Calculate Bid Capacity</p> <p>The bidder shall have a bid capacity of minimum Rs. 458 crores.</p> <p>Bidding capacity of contractor for completion of work will be decided by following formula.</p> <p>BIDDING CAPACITY = [(2.0 X N X A) – B]</p> <p>Where ...</p> <p>N= Number of years prescribed for completion of the work for which present bid is invited</p> <p>B= Value of existing commitment of ongoing work to be completed during the period of</p>

		completion of work (i.e. work in hand) A= Average value of Maximum engineering works executed by the the contractor during the last three years of last five years ,upgraded to the present year (i.e. tender accepted year) by the formula given below	completion of work (i.e. work in hand) A= Average of engineering works of Maximum value executed by the contractor in any three years of last five years, upgraded to the present year (i.e. tender accepted year) by the formula given below
9	3.2 Minimum Eligibility Criteria: 2.Techncial Capacity : A. No. of Single / multi Village Rural Water Supply Scheme (page No. 18,19)	Minimum 3 Nos and maximum 10 Nos. Out of which at least 1 shall be multi village/town schemes and the total cost of the schemes shall not be less than Rs. 231crore. The water supply schemes should consist of components such as headwork/Source work, rising main/ Gravity main, pumping machinery, WTP, ESR and distribution	Minimum 3 Nos and maximum 10 Nos. Out of which at least 1 shall be multi village/town schemes and the total cost of the schemes shall not be less than Rs. 231crore. The water supply schemes should consist of minimum 4 (four) components out of 6 (Six) important components such as (i) headwork/Source work, (ii) rising main/ Gravity main, (iii) pumping machinery, (iv) WTP, (v) ESR and (vi) distribution network