

**Name of work: -Setting up De-Centralize drinking water pilot plants in
Sawda-Ghevra and other areas Delhi Jal Board**

Reply of pre-bid meeting held on dated 08.06.2012, 3.00 P.M. in the chamber of
CE(Water) Project.

Reply of questions raised by M/S Water Health India Private Limited.

Special Conditions Section

S.No	Question	Answer
1.	Point No.3: The last line states that "Quality norms may further be upgraded if so decided by the government". Can you please clarify this statement?	Water quality norms will remain as per tender document. However, if any up gradation is notified by BIS, the same shall be binding on the Operator.
2.	Point No.4: The operator cannot commit to this condition as it might not be enforceable. The only aspect that the operator can do is to enforce this condition on a "best effort" basis.	As per bid document.
3.	Point No.6: Since the Community Water System is a set-up on a Public private Partnership model and the operator only levies "purification charges", this income is exempted from Service Tax.	As per bid document. Service tax is payable to the government of India and if not admissible, DJB has no problem.
4.	Point No.10: The duration of the contract should be 10 years from "date of commissioning "and not "date of entering into agreement".	Agreed, duration of the contract will be 10 years from date of commissioning.
5.	Point No.13: Disputes arising from implementation of the contract should be decided by a neutral entity (i.e. Courts /Arbitration).	The special condition no 13& 14 are amended as under: 13. Any dispute that may arise during this contract with the execution of work, has first to be settled by reference to CEO, DJB. 14. If dispute not resolved to the satisfaction of operator then the jurisdiction of court will be Delhi only.

6.	Point No.19: The land provided by Delhi Jal Board (DJB) for the project should be mutually acceptable by the Operator. The size of the same would also need to be a minimum of 1400 square feet as accepted by DJB during the pre-bid meeting.	Efforts will be made that DJB & operator to find a land acceptable to both parties, but final decision will be of DJB, efforts will be made to provide 1400 sq. feet land.
7.	Point No.22: The agreement / contract for setting up and running the plant/plants will be between DJB and the Operator. Please note that any additional conditions enforced by DUSIB cannot be contravenes to the same.	As per bid document.
8.	Additional point that was raised was regarding the costs related to providing a good quality 3 Phase electricity connection for the plant. DJB has agreed to undertake the expense for this purpose. The operator will only be responsible for payment of the monthly consumption charges over duration of the contract.	Actual expenditure incurred by the operator for installation of electric connection except security deposit will be reimbursed to operator .

Evaluation Criteria(Non-Technical criteria for evaluation for reference)

1.	User Fee/Bid parameter: We suggest that the revised fee, that is calculated based on the formulae provided by DJB, be rounded up to the nearest tradable currency. For example, if the revised user fee is calculated to Rs. 7.65, it should be rounded up to Rs. 8.00.	Accepted, the amount will be rounded off to nearest rupee.
2.	Local governance and monitoring plans to ensure optimal plant performance: The clause that "the operator should not turn away customers for capacity/other constraints" should have a "Force Majeure" condition that includes non-availability of power and raw water as one of the force majeure conditions.	As per bid document, please refer the head "Local governance and monitoring plans to ensure optimal plant performance".

Reply of Sarvjal (PWPL)

S. No	Question	Answer
1(a)	<p>Comparable Price bands: It is good that the document considers '20L water price at the outlet' to consumer as primary key for comparison, we suggest.</p> <p>Operator should be asked to mention the door step delivery price too so that they not only regulate the delivery services better, exploitative after-market is avoided.</p>	<p>Operator should mention the price at outlet and delivery charges for upto 1.0 km. The evaluation criteria will be the average cost of (cost of water at out let +Cost water at door step).</p>
(b)	<p>Besides, for better serving the disadvantaged sections operators should be allowed to supply/dispense smaller quantum like 1, 5 and 10ltr. without compromising the quality at the same price per liter.</p>	<p>The operator will be allowed to dispense water in 10 Ltrs. Can at the proportionate cost only. The cost of empty can of 20 liters and 10 liters will be Rs 150/- & Rs 100 /- respectively.</p>
2.	<p>Down time due to drying of borewell, power unavailability etc. should be covered under a force de majeure clause.</p>	<p>As per bid document, please refer the head "Local governance and monitoring plans to ensure optimal plant performance".</p>
3.	<p>It will be useful to prescribe a certain type (pre fab/concrete etc.) of construction and we do not see need to 1400 or even 1000 sq ft, this should be taken into account.</p>	<p>As per bid document.</p>
4.	<p>Operator should be asked to have plants running within prescribed time limit not starting only from the time of awarding of contract but also including permission from other departments.</p>	<p>As per bid document, the time will be allowed after having all permissions from other departments.</p>

5.	Besides the credentials from distt admin, partner organizations and panchayat bodies should be acceptable.	Any government body including Panchayat bodies will also be accepted.
6.	Cost of laying electric cable for power connection, digging of the borewell and construction should be asked in a separate metrics so that comparison on operational efficiency is fair and public interest does not get compromised.	Actual expenditure incurred by the operator for installation of electric connection except security deposit.

Additional information:

1. The plinth level of plant should be minimum 60 c.m. from existing road level.
2. The reply of this pre bid meeting will be applicable on all bidders and it will be a part of contract agreement.
3. The design life of the bore well should be sustainable for a period more than 10 years.
4. The bid submission schedule has been rescheduled as under:
 - **Last date & time for submission of tender:06.07.2012 up to 3.0 PM**
 - **Date and time for opening of part A : 06.07.2012 at 3.0 PM**

Executive Engineer(Pr)W-VIII