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Punjab Municipal Infrastructure Development Company, (PMIDC)
5th Floor, Room No. 511, Punjab Municipal Bhawan, Plot no. 3, Dakshin Marg,
Sector 35-A, Chandigarh, 160022, Punjab, India.

No.

Date:

Name of work: Design, Build and Operation of 440 MLD Water Treatment Plant and associated Transmission Network and Over Head Service Reservoirs in City of Amritsar, Punjab

Addendum No. 2 (Vol-1&3)

Pursuant to Clause 8.1 of Section I, Instructions to Proposers (ITP), the following modifications are made to, and shall form a part of the proposal documents for the above referenced Project. These shall be read in conjunction/succession/supersession to the stipulations made in the Request for Proposals (RfP)

Tender Reference Number: IN-PMIDC-170755-CW-RFP **Publish Date:** 14-July-2020

Tender ID: 2020_WB_50579_1

Item No. 01-

(A) Provision in Proposal Document

**Volume-1, Section I – Instructions to Proposers,
Section II- Proposal Data Sheet (PDS)
Sub-clause 19.4**

Volume-1, Section I – Instructions to Proposers,

19.4 In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section IV, Proposal Forms or in another substantially similar format approved by the Employer prior to Proposal submission. In either case, the form must include the complete name of the Proposer. The Proposal Security shall be valid for twenty-eight days (28) beyond the original date of expiry of the Proposal validity, or beyond any extended date if requested under ITP 20.2.

Item No. 01

(B) Modified as under

**Volume-1, Section I – Instructions to Proposers,
Section II- Proposal Data Sheet (PDS)
Sub-clause 19.4**

Add following row for sub-clause 19.4 (ITP) in Section II- Proposal Data Sheet (PDS) table:

ITP 19.4	The Beneficiary of the security shall be the Employer as defined under ITP 1.1
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Item No. 02

(A) Provision in Proposal Document

Volume 1, Section III – Evaluation and Qualification Criteria, 4.4 (a) Operations and Maintenance Experience Pg.69

Existing provision for 4.4 (a) Operations and Maintenance Experience:

(a)The operations and maintenance experience requirement any one (1) of water supply scheme of capacity of minimum 150 MLD based on surface water source including Water Treatment Plant, pumping stations, and water transmission and distribution mains of minimum 450 mm diameter as prime contractor, lead member of a joint venture, or management contractor, which are either successfully operational for last two years at the date of Proposal submission Deadline, or in which the operations period ended after 1st January 2009

The selected operations contract shall include:

- related to water treatment plant with a minimum capacity of 150 MLD
- related to water supply transmission main pipeline system with minimum diameter of not less than 450 mm of DI or MS, having length of minimum 45 Kms.

Item No. 02

(B) Modified as under

Volume 1, Section III – Evaluation and Qualification Criteria, 4.4 (a) Operations and Maintenance Experience Pg.69

Replace the existing clause 4.4(a) Operations and Maintenance Experience by the following new clause:

(a) The operation and maintenance experience as Prime contractor, lead member of a joint venture, or management contractor, for the following components which are either successfully operation in last two years at the date of proposal submission deadline or in which the operation period ended after 1st January 2009.

- Minimum 110 MLD water treatment plant for treating surface water
- Pumping station for minimum 110 MLD treated water

These two criteria can be met either from single contract or from two separate contracts i.e one contract each of above activities.

Item No. 03

(A) Provision in Proposal Document

Vol-1, Section III, General Notes for the Proposer (c)
Note below table of A-1. Qualification, of A. Technical Part of **Section III – Evaluation and Qualification Criteria Pg.71**

Note below table of “Section III – Evaluation and Qualification Criteria”

General notes for the Proposer:

- “a. For contracts under which the Proposer participated as a joint venture member or sub-contractor, only the Proposer’s share, by value, shall be considered to meet this requirement”
- e. New note added

Item No. 03

(B) Modified as under

Vol-1, Section III, General Notes for the Proposer (c)
Note below table of A-1. Qualification, of A. Technical Part of **Section III – Evaluation and Qualification Criteria Pg.71**

Replace the existing note below table of “Section III – Evaluation and Qualification Criteria” “General notes for the Proposer” by the following text:

- “a. In case of Technical Experience, the benefit will be according to the scope of work/role in work execution as defined in the Joint venture agreement which was part of the Main contract agreement between Employer and JV. In case the JV agreement is silent or not explicit about the role and responsibility of each member, the benefit shall be in ratio of the share in the JV agreement.”

Add following “e.” new note after existing note “d.”:

- “e. Bidder’s experience of O&M of the project during Defect Liability Period on completion of capital works shall be considered as Operation and Maintenance (Operation Service), even if, actual O&M period starts after Defect Liability Period”

Item No. 04

(A) Provision in Proposal Document

Vol -1 Proposal Procedures (ITP 31.1 & 32.1)
Section - III Evaluation and Qualification Criteria, A. Technical Part,
A-1. Qualification, A-1.1 Qualification Criteria, 4. Experience
4.2(a) Design Experience Pg. 66
4.3(a) Construction experience Pg.67

Existing Qualification Criteria for 4.2(a) Design Experience

No.	Subject	Requirement
4.2 (a)	Design Experience	<p>(a) A minimum number of any one contract for the design of Water Supply Scheme based on surface water source which includes water treatment Plant, pumping stations and water transmission mains and OHSR's for a capacity of minimum 300 MLD completed between 1st January 2009 and Proposal Submission deadline.</p> <p>OR</p> <p>A minimum number of any two contracts for the design of water supply scheme based on surface water source which includes water treatment Plant, pumping stations and water transmission mains, each for a capacity of minimum 150 MLD completed between 1st January 2009 and Proposal Submission deadline.</p>

Existing Qualification Criteria for 4.3(a) Construction Experience

No.	Subject	Requirement
4.3 (a)	Construction Experience	<p>Minimum anyone number of contract for the construction of water supply scheme based on surface water source including Water Treatment Plant, pumping stations, and water transmission mains for a capacity of minimum 300 MLD that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or subcontractor between 1st January 2009 and Proposal Submission deadline.</p> <p>OR</p> <p>Minimum number of any two contracts for the construction of water supply scheme based on surface water source including Water Treatment Plant, pumping stations and water transmission mains , each for a capacity of minimum 150 MLD that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or subcontractor between 1st January 2009 and Proposal Submission deadline.</p>

Item No. 04**(B) Modified as under**

Vol -1 Proposal Procedures (ITP 31.1 & 32.1)
 Section - III Evaluation and Qualification Criteria, A. Technical Part,
 A-1. Qualification, A-1.1 Qualification Criteria, 4. Experience
 4.2(a) Design Experience Pg. 66
 4.3(a) Construction experience Pg.67

Replace the existing Qualification Criteria in the following tables for 4.2(a) Design and 4.3 (a):

(i) Replace the existing Qualification Criteria for Design Experience by the following provisions:

No.	Subject	Requirement
4.2 (a)	Design Experience	<p>(a) A minimum number of any one contract for the design of Water Supply Scheme based on surface water source which includes water treatment Plant, pumping stations and water transmission mains for a capacity of minimum 220 MLD completed between 1st January 2009 and Proposal Submission deadline.</p> <p>OR</p> <p>A minimum number of any two contracts for the design of water supply scheme based on surface water source which includes water treatment Plant, pumping stations and water transmission mains, each for a capacity of minimum 110 MLD completed between 1st January 2009 and Proposal Submission deadline.</p>

(ii) Replace the existing Qualification Criteria for Construction Experience by the following provisions:

No.	Subject	Requirement
4.3 (a)	Construction Experience	A minimum any one number of contract for the construction of water supply scheme based on surface water source including Water Treatment Plant, pumping stations, and water transmission mains for a capacity of minimum 220 MLD that have

		<p>been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or subcontractor between 1st January 2009 and Proposal Submission deadline.</p> <p>OR</p> <p>A minimum number of any two contracts for the construction of water supply scheme based on surface water source including Water Treatment Plant, pumping stations and water transmission mains , each for a capacity of minimum 110 MLD that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or subcontractor between 1st January 2009 and Proposal Submission deadline.</p>
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Item No. 05

(A) Provision in Proposal Document

Vol-1, Section IV- Proposal Forms, Bidding Forms Pg. 144-150
 Statutory Auditor Certificate requirement for Form FIN 3.1, 3.2, 3.3 & 3.4

Existing note “**β Attach certificate from Statutory Auditor**” below the following tables in Section IV- Proposal Forms:

- Form FIN – 3.1: Financial Situation and Performance
- Form FIN - 3.2: Average Annual Construction Turnover
- Form FIN - 3.3: Financial Resources
- Form CCC (FIN 3.4) Current Contract Commitments / Works in Progress

Item No. 05

(B) Modified as under

Vol-1, Section IV- Proposal Forms, Bidding Forms, Pg.144-150
 Statutory Auditor Certificate requirement for Form FIN 3.1, 3.2, 3.3 & 3.4

Replace the existing note “**β Attach certificate from Statutory Auditor**” below the tables for FIN 3.1, 3.2, 3.3 & 3.4 in Section IV- Proposal Forms by the following text:

“β Attach certificate from Statutory Auditor or Chartered Accountant duly signed by the Bidder’s authorized Signatory”

Item No. 06

(A) Provision in Proposal Document

Vol- 1, Section IV- Bidding Forms, Pg.139-143

Statutory Auditor Certificate requirement for Form CON 2 & CON 3

Existing note “**β Attach certificate from Statutory Auditor**” below the following tables in Section IV- Proposal Forms:

Form CON – 2. Historical Contract Non-Performance, and Pending Litigation

Form CON – 3. Environmental and Social Performance Declaration

Item No. 06

(B) Modified as under

Vol- 1, Section IV- Bidding Forms, Pg.139-143

Statutory Auditor Certificate requirement for Form CON 2 & CON 3

Replace the existing note “**β Attach certificate from Statutory Auditor**” below the tables for CON– 2, CON– 3 in Section IV- Proposal Forms by the following text:

“β Attach certificate from Statutory Auditor or duly signed by bidder’s authorized signatory with undertaking for correctness of information.”

Item No. 07

(A) Provision in Proposal Document

Volume- 1, Section IV- Bidding Forms Pg. 151-162, Statutory Auditor / Chief Engineer’s Certificate for Form EXP 4.1, 4.1(a), 4.2, 4.2(a), 4.3, 4.3(a), 4.4 & 4.4(a)

Existing note “**β Attach certificate from Statutory Auditor where Chief Engineers certificate is unavailable**” below the following tables in Section IV- Proposal Forms:

Form EXP - 4.1: Specific DBO Experience

Form EXP - 4.1(a) Value(s) of work Executed

Form EXP - 4.2: Specific Design Experience

Form EXP - 4. 2(a): Quantities of Specific Design Experience

Form EXP - 4.3: Specific Construction Experience

Form EXP - 4.3(a): Quantities of Construction Work

Form EXP - 4.4: Specific Operations Experience

Form EXP - 4.4(a): Quantities of Specific Operations Experience

Item No. 07

(B) Modified as under

Volume- 1, Section IV- Bidding Forms Pg. 151-162, Statutory Auditor / Chief Engineer’s Certificate for Form EXP 4.1, 4.1(a), 4.2, 4.2(a), 4.3, 4.3(a), 4.4 & 4.4(a)

Replace the existing “**β Attach certificate from Statutory Auditor where Chief Engineers certificate is unavailable**” below the Form EXP 4.1, 4.1(a), 4.2, 4.2(a), 4.3, 4.3(a), 4.4 & 4.4(a) tables in Section IV- Proposal Forms by the following text:

“β Attach certificate from Executive Engineer or Superintending Engineer or equivalent, where Chief Engineers certificate is unavailable”

Item No. 08

(A) Provision in Proposal Document

Volume 1, Section IV- Proposal Forms
Table A. Design-Build Local Currency, Appendix to Offer Pg. 85 – 87
Table D1. Operation Service- Fee Component, Pg. 89
– Schedule of Adjustment Data

(1) Existing provisions in Table-A Design-Build Local Currency for the following Index code:

Index code	Index description	Source of index	Base value & date
E	Cement (Item 436 of 2011 - 12 series)	The All India Average Whole Sale Price Index for cement as published by the Ministry of Industrial Development, Government of India, New Delhi	c: 0.20 to 0. 22 Base value=_CCC___ For the month preceding the latest date of submission of Offer,
P	Polyethylene (Item 323 of 2011 -12 series) for HDPE Pipes	The All India Average Whole Sale Price Index (all commodities) (other than cement, steel, bitumen and POL), ,as published by the Ministry of Industrial Development, Government of India, New Delhi.	p=0.03 to 0. 05 Base value=_PPP___ For the month preceding the latest date of submission of Offer,

(2) Existing provisions in Table D1. Operation Service- Fee Component for the following items:

Name and source of index	Base value of index at Base Date
Diesel =The average official retail price of High-Speed Diesel (HSD) at the existing nearest consumer pump of IOC at WTP	Base Value =_DDD___ {d= 0.05%} for the date 28 days prior to the latest date for submission of the

site, Amritsar	tender/offer.
Note: For the application of this clause, the price of HighSpeed Diesel oil has been chosen to represent “fuel and lubricants” group	

Item No. 08**(B) Modified as under**

Volume 1, Section IV- Proposal Forms

Table A. Design-Build Local Currency, Appendix to Offer Pg. 85 – 87

Table D1. Operation Service- Fee Component, Pg. 89

– Schedule of Adjustment Data

- (1) Replace the existing text as in following table for **Table-A** Design-Build Local Currency for “**Index code**” as under:

Index code	Index description	Source of index	Base value & date
E	Ordinary Portland cement	The All India Average Whole Sale Price Index for Ordinary Portland cement as published by the office of the Economic Adviser, Ministry of Commerce and Industry Government of India, New Delhi	c: 0.20 to 0.22 Base value=_CCC___ For the month preceding the latest date of submission of Offer,
P	DI pipe	The All India Average Whole Sale Price Index Pig Iron as published by the office of the Economic Adviser, Ministry of Commerce and Industry Government of India, New Delhi	p=0.03 to 0.05 Base value=_PPP___ For the month preceding the latest date of submission of Offer,

- (2) Replace following existing provisions for “**Base value of index at Base Date**” in **Table D1. Operation Service- Fee Component for Diesel**:

“Base Value =_DDD___ {d= 0.05%} for the date 28 days prior to the latest date for submission of the tender/offer.”

by the following “**Base value of index at Base Date**”:

“Base Value =_DDD___ {d= 5%} for the date 28 days prior to the latest date for submission of the tender/offer.”

- (3) In column of “**Source of index**” in **Table-A** Design-Build Local Currency replace line “as published by the Ministry of Industrial Development, Government of India, New Delhi.” **by line** “as published by the office of the Economic Adviser, Ministry of Commerce and Industry Government of India, New Delhi.”

Item No. 09

(A) Provision in Proposal Document

Volume-3, SECTION IX – Particular Conditions (PC) Clause 4.2, GC 4.2 and PCC- Part B- Special Provisions

Part A – Contract Data for Clause 4.2 Pg.10

Performance Security

Maximum amount of performance damages payable by the Contractor in any contract year during the Operation Service- Period- 10.6 and 10.7

Existing Provision for Performance Security in Part A – Contract Data for Clause 4.2

Conditions	Sub-Clause	Data
Performance Security:	4.2	(i) The Performance Security will be in the form of a “demand guarantee” in the amount(s) of 8% (Eight percent) of the Accepted Contract Amount for the Design Build works and in the same currency(ies) of the Accepted Contract Amount It shall be initially valid until the end of “Three consecutive years of Operation Service”
the period of one year Reduction in Performance Security at the end of the Retention Period: Further reduction in Performance Security following five consecutive years of Operation Service during which the Contractor has achieved full compliance with the standards specified in the Schedule of Performance	4.2	YES (i) the Reduction in the amount of Demand Guarantees will be: (i) The first reduction by the amount of 5 % [out of 8 % of the Accepted Contract Amount] demand guarantee submitted towards the “Performance Security” will be at the date after end of the Retention Period (para 1.1. 66) [i.e. the period of one year after the date stated in the Commissioning Certificate for the completion of outstanding work].

Standards		(ii) Further, the return of reduced demand guarantee towards the “ Performance Security ” of 3% [balance out of 8% (8-5=3)] will be at the end of Operation Service of Ten (10) years during which the Contractor has achieved full compliance with the standards
Environmental and Social (ES) Performance Security: ES Performance Security Required: Amount and type of the ES Performance Security:	4.2	Yes (i) The ‘ES Performance Security’ will be in the form of a “demand guarantee” in the amount of Two Percent (2%) of the Accepted Contract Amount for the Design-Build and in the same currency(ies) of the Accepted Contract Amount. It shall be initially valid until 21 days after the time of issue of the Commissioning Certificate, (ii) The amount (i.e.2% of D B amount) stated in the demand guarantee submitted towards the “ES Performance Security” shall be firstly, returned within 21 days after receiving a copy of the Commissioning Certificate of D.B. portion by Employer

Maximum amount of performance damages payable by the Contractor in any contract year during the Operation Service- Period- 10.6 and 10.7

Maximum amount of performance damages payable by the Contractor in any contract year during the Operation Service Period:10% of the Accepted Contract Amount for Operation Service

Item No. 09

(B) Modified as under

Volume-3, SECTION IX – Particular Conditions (PC) Clause 4.2, GC 4.2 and PCC- Part B- Special Provisions

Part A – Contract Data for Clause 4.2 Pg.10

Performance Security

Maximum amount of performance damages payable by the Contractor in any contract year during the Operation Service- Period- 10.6 and 10.7

Replace the existing provision regarding Performance Security in Part A – Contract Data for Clause 4.2 GC read with PCC- Part B- Special Provisions as under:

Conditions	Sub-Clause	Data
Performance Security:	4.2	<p>(i) The Performance Security will be in the form of a “demand guarantee” in the amount(s) of 5% (five percent) including 1% for Environmental and Social (ES) of the Accepted Contract Amount for the Design Build works and in the same currency(ies) of the Accepted Contract Amount.</p> <p>(ii) Operation Service Performance Security, to achieve the Performance Standards, will be in the form of a “demand guarantee” in the amount(s) of 5% (five percent) of the Accepted Contract Amount for the Operation service and in the same currency(ies) of the Accepted Contract Amount.</p> <p>The “demand guarantee” / “Bank Guarantee” for Operation Service Performance Security shall be submitted 3 weeks before the stipulated date of completion of Design Build works and shall be valid up to until 28 days after stipulated date of completion of 10 years of Operation service.</p>
<p>(i) Reduction in Performance Security at the end of the Retention Period:</p> <p>(ii) Reduction in Performance Security following 10 consecutive years of Operation Service during which the Contractor has achieved full compliance with the standards specified in the Schedule of Performance Standards</p>	4.2	<p>Reduction in the amount of Demand Guarantees will be:</p> <p>(i) The reduction amount of 4% [out of 5 % of the Accepted Contract Amount] demand guarantee submitted towards the “Performance Security” for Design Build works will be at 21 days after the end date of the Retention Period (para 1.1. 66) [i.e. the period of one year after the date stated in the Commissioning Certificate for the completion of outstanding work].</p> <p>(The bank guarantee of 4% (four percent) of the Accepted Contract Amount for the Design Build works shall be returned back 21 days after the end of the Retention Period i.e. one year)</p> <p>(ii) Further, the return of demand guarantee towards the “Performance Security” of 5% will be at the end of Operation Service of Ten (10) years during which the Contractor has achieved full compliance with the standards.</p>

<p>Environmental and Social (ES) Performance Security:</p> <p>ES Performance Security Required:</p> <p>Amount and type of the ES Performance Security:</p>	<p>4.2</p>	<p>(i) The 'ES Performance Security' will be in the form of a "demand guarantee" in the amount of one Percent (1%) of the Accepted Contract Amount for the Design-Build and in the same currency(ies) of the Accepted Contract Amount. It shall be initially valid until 21 days after the time of issue of the Commissioning Certificate,</p> <p>(ii) The amount (i.e. 1% of D B amount) stated in the demand guarantee submitted towards the "ES Performance Security" shall be returned within 21 days after receiving a copy of the Commissioning Certificate of D.B. portion by Employer</p>
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Replace the existing provision for "Maximum amount of performance damages payable by the Contractor in any contract year during the Operation Service Period" in Contract Data for clause 10.6 and 10.7

Maximum amount of performance damages payable by the Contractor in any contract year during the Operation Service Period: **5 %** of the Accepted Contract Amount for Operation Service

Item No. 10

(A) Provision in Proposal Document

Vol-3, Section IX – Particular Conditions (PC)
 Particular Conditions of Contract Part A – Contract Data
 Sub-Clause 20.8 (a) Place of arbitration

Existing provision in Part A – Contract Data for Sub-Clause 20.8 (a) Place of arbitration

"It will be decided before finalization of award & in case of international contractor, venue would be based at a neutral location."

Item No. 10

(B) Modified as under

Vol-3, Section IX – Particular Conditions (PC)
 Particular Conditions of Contract Part A – Contract Data
 Sub-Clause 20.8 (a) Place of arbitration

Add line "Venue for **domestic arbitration** shall be at **Amritsar**" at the end of following existing provision in Part A – Contract Data for Sub-Clause 20.8 (a) Place of arbitration:

“It will be decided before finalization of award & in case of international contractor, venue would be based at a neutral location.”

Item No. 11

(A) Provision in Proposal Document

Vol-3, Section IX – Particular Conditions (PC)
 Particular Conditions of Contract Part B- Special Provisions
 18. EXCEPTIONAL RISKS
 Sub-Clause 18.1, Exceptional Risks

Existing Sub-Clause 18.1, Exceptional Risks for sub-item (h) &(i) were modified as under:

Sub-Clause 18.1	Exceptional Risks
	<p>(h) if provided for in the Contract Data, events of high Influent turbidity in which the suspended solids exceed the value specified in the Contract Data and which prevent the Contractor from providing the Operation Service in accordance with this Agreement. [Only relevant for water treatment - provision to be deleted for wastewater treatment plant projects]</p> <p>(i) the wastewater Influent flow exceeds a capacity Performance Standard for the Works and prevents the Contractor from providing the Operation Service in accordance with this Agreement [provision to be deleted for water treatment plant projects]”</p>

Item No. 11

(B) Modified as under

Vol-3, Section IX – Particular Conditions (PC)
 Particular Conditions of Contract Part B- Special Provisions
 18. EXCEPTIONAL RISKS
 Sub-Clause 18.1, Exceptional Risks

Replace existing Sub-Clause 18.1, Exceptional Risks for sub-item (h) &(i) as under:

Sub-Clause 18.1	Exceptional Risks
	<p>(h) if provided for in the Contract Data, events of raw water with high turbidity in which the suspended solids exceed the value specified in the Contract Data and which prevent the Contractor from providing the Operation Service in accordance with this Agreement.</p> <p>(i) the raw water flow exceeds a capacity Performance Standard and</p>

	prevents the Contractor from providing the Operation Service in accordance with this Agreement.
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Item No. 12

(A) Provision in Proposal Document

Volume – 3, Section X – Contract Forms

Appendix 1 - Schedule of Payments

1. Procedures for Payment of the Design-Build

4.1 Item wise breakup of payment schedule for Lump-sum Payments

3. Procedures for the payment of the Operation Service

Pg. 103-104

Monthly fixed Operation Service payments and variable Operation Service payments

Existing provision for Procedures for the payment of the Operation Service under clause 3.:

3. Procedures for the payment of the Operation Service

Subject to deduction of Performance damages for Operation determined in accordance with provisions of Appendix 3 - Schedule of Performance Standards, and in consideration of the Contractor undertaking the implementation of the Project, the Employer shall pay, from the Operations Starting Date to the Contractor, Annual Operation and Maintenance Price in equal monthly instalments.

In the event that the occurrence of the Operations Starting Date is delayed the Annual Operations and Maintenance Price shall be paid from the date of delayed Operations Start Date till the End Date (which shall be extended by the numbers of days of delay) so as to achieve total Operation and Maintenance period of 10 years as specified in the Contract.

Item No. 12

(B) Modified as under

Volume – 3, Section X – Contract Forms

Appendix 1 - Schedule of Payments

1. Procedures for Payment of the Design-Build

4.1 Item wise breakup of payment schedule for Lump-sum Payments

3. Procedures for the payment of the Operation Service

Pg. 103-104

Monthly fixed Operation Service payments and variable Operation Service payments

Replace the existing provision for Procedures for the payment of the Operation Service under clause- 3:

3. Procedures for the payment of the Operation Service

Subject to deduction of Performance damages for Operation determined in accordance with provisions of Appendix 3 - Schedule of Performance Standards, and in consideration of the Contractor undertaking the implementation of the Project, the Employer shall pay, from the Operations Starting Date to the Contractor, Annual Operation and Maintenance Price in equal monthly instalments.

For Bulk Water Supply: The payment for Operation Service of the Bulk Water supply will be based on the below mentioned Key Performance Indicators. The payment of this component shall be made in the **ratio of 80:20**. From the day after the stabilization of the WTP. It means 80% of the Operation Service cost will be paid as **monthly fixed payment** and 20% shall be **variable Operation Service** monthly payment and will be paid on performance basis as mentioned below:

- a) For Quantity of Produced: 5% of variable
- b) For Quality of water produced: 5% of variable
- c) For Treatment Losses: 5% of variable
- d) Decrease in Unaccounted for Water (UFW) (Clear Water tank at the water Works to OHSR): 5% of variable

- Subject to meeting requirement of sub-clause a. & b. of 3(i) Payment of Annual Operation and Maintenance Prices; Appendix 1 - Schedule of Payments and Performance Standards Appendix 4; given in existing table and in Appendix 3.
- Delete other payment percentage stated in existing table of Appendix 4.

In the event that the occurrence of the Operations Starting Date is delayed the Annual Operations and Maintenance Price shall be paid from the date of delayed Operations Start Date till the End Date (which shall be extended by the numbers of days of delay) so as to achieve total Operation and Maintenance period of 10 years as specified in the Contract.

Item No. 13
(A) Provision in Proposal Document
In Vol-3, Section X – Contract Forms Appendix 4 - Schedule of Performance Damages, Performance Damages for failure to meet Performance Standards during Operational & Maintenance Period GCC: Cl:10.6 Pg.123 Item Description- “Measured By” of S. No.1 Pg.124

Existing provision in column of “Details” for Item “Description”- “Measured By” of S. No.1 under clause Performance Damages for failure to meet Performance Standards during Operational & Maintenance Period GCC: Cl:10.6

S. No.	Description	Details

1.	Measured By	If the 'X' number of average daily results for parameters do not match the acceptable limits as per IS10500 for 'N' number of days in the month but are within 2% margin, then the payment on this account shall be made proportionately as illustrated below. Let the Total no of parameters to be achieved = 200 number for 30 days Number of parameters not meeting the requirement =199 numbers for 29 days The payment will be made equal to = Monthly variable payment X (199*29)/ (200*30)
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Item No. 13

(B) Modified as under

In Vol-3, Section X – Contract Forms Appendix 4 - Schedule of Performance Damages, Performance Damages for failure to meet Performance Standards during Operational & Maintenance Period GCC: Cl:10.6 Pg.123

Item Description- Measured By of S. No.1 Pg.124

Existing provision in column of “Details” for Item “Description”- “Measured By” of S. No.1 under clause Performance Damages for failure to meet Performance Standards during Operational & Maintenance Period GCC: Cl:10.6

S. No.	Description	Details
1.	Measured By	If the 'X' number of average daily results for parameters do not match the acceptable limits as per IS10500 for 'N' number of days in the month but are within 2% margin, then the payment on this account shall be made proportionately as illustrated below. Let the Total no of parameters to be achieved = 200 number for 30 days Number of parameters meeting the requirement =199 numbers for 29 days The payment will be made equal to = Monthly variable payment X (199*29)/ (200*30)

Item No. 14

(A) Provision in Proposal Document

Vol-3, Section X – Contract Forms, 4(ii) Appendix 1 – Schedule of Payments
 4.1 Item wise breakup of payment schedule for Lump-sum Payments Pg. No.97
 4(ii) Raw Water Pumping machinery
 6(iii) Clear Water Pumping machinery

Existing breakup of payment schedule for Lump-sum Payments for 4(ii) Raw Water Pumping machinery and 6(iii) Clear Water Pumping machinery:

Sl. No.	Description of Item with Brief Specification	Performance Level of Works	% of payment Allowed on the Basis of Performance
4 (ii)	Providing and installation Raw Water Pumping machinery including all necessary electrical and other installation works: appropriate all complete as per Scope of Work Item No 4 (ii), specifications and direction of Employer's representative.	1. On supply & delivery of materials	60%
		2. On installation	20%
		3. Testing and completion	10%
		4. On completion of 3 months trial run	10%
		Total	100%
6 (iii)	Providing clear water pumping machinery (conforming to all relevant BIS or ISO specification) with some of the pumps with variable frequency drive where required for all the respective clear water pumping all complete as per Scope of Work Item No 6 (iii), with necessary standby pumps, specifications and direction of Employer's representative.	1. On supply & delivery of materials	60%
		2. On installation	20%
		3. Testing and completion	10%
		4. On completion of 3 months trial run	10%
		Total	100%

Item No. 14**(B) Modified as under**

Vol-3, Section X – Contract Forms, 4(ii) Appendix 1 – Schedule of Payments
 4.1 Item wise breakup of payment schedule for Lump-sum Payments Pg. No.97
 4(ii) Raw Water Pumping machinery
 6(iii) Clear Water Pumping machinery

Revise existing breakup of payment schedule for Lump-sum Payments for 4(ii) Raw Water Pumping machinery and 6(iii) Clear Water Pumping machinery as under:

Sl. No.	Description of Item with Brief Specification	Performance Level of Works	% of payment Allowed on the Basis of Performance
4 (ii)	Providing and installation Raw Water Pumping machinery including all necessary electrical and other installation works: appropriate all complete as per Scope of Work Item No 4 (ii), specifications and direction of Employer's representative.	1. On supply & delivery of materials	65%
		2. On installation	20%
		3. Testing and completion	5%
		4. On completion of 3 months trial run	10%
		Total	100%
6 (iii)	Providing clear water pumping machinery (conforming to all relevant BIS or ISO specification) with some of the pumps with variable frequency drive where required for all the respective clear water pumping all complete as per Scope of Work Item No 6 (iii), with necessary standby pumps, specifications and direction of Employer's representative.	1. On supply & delivery of materials	65%
		2. On installation	20%
		3. Testing and completion	5%
		4. On completion of 3 months trial run	10%
		Total	100%

Item No. 15
(A) Provision in Proposal Document

Volume I
Section III – Evaluation and Qualification Criteria
A. Technical Part, A-1. Qualification: 4. Experience
4.3 (c) (i) “DI Pipeline Experience”; 4.3 (c) (ii) “MS Pipeline Experience” Pg. 68

In the existing provision for clause **4.3 (c) (i) “DI Pipeline Experience”** and **4.3 (c) (ii) “MS Pipeline Experience”** for **Single Entity** Requirements and **JV- All Members Combined** is as under:

Criteria No. & Subject	Single Entity Requirements	Joint Venture			Documentation Submission Requirements
		All Members Combined	Each Member	One Member	
4.3 (c) (i) “DI Pipeline Experience”	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP - 4.3
4.3 (c) (ii) “MS Pipeline Experience”	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP - 4.3

Item No. 15
(B) Modified as under

Volume I
Section III – Evaluation and Qualification Criteria
A. Technical Part, A-1. Qualification: 4. Experience
4.3 (c) (i) “DI Pipeline Experience”; 4.3 (c) (ii) “MS Pipeline Experience”

Replace the existing provision for clause **4.3 (c) (i) “DI Pipeline Experience”** and **4.3 (c) (ii) “MS Pipeline Experience”** for **Single Entity** Requirements and **JV- All Members Combined** is as under:

Criteria No. & Subject	Single Entity Requirements	Joint Venture			Documentation Submission Requirements
		All Members Combined	Each Member	One Member	
4.3 (c) (i) “DI Pipeline	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP - 4.3

Experience”	The specific experience requirements may be met by specialized subcontractors	The specific experience requirements may be met by specialized subcontractors			
4.3 (c) (ii) “MS Pipeline Experience”	Must meet requirement The specific experience requirements may be met by specialized subcontractors	Must meet requirement The specific experience requirements may be met by specialized subcontractors	N/A	N/A	Form EXP - 4.3

The above addendum will supersede any other contrary stipulations for these items in other parts of the Bid Document, if any.

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