



GVK RATLE HYDRO ELECTRIC PROJECT PRIVATE LIMITED
850MW (4X205 MW + 1X30 MW) RATLE HYDRO ELECTRIC PROJECT
PRE-BID QUERIES (QAQC) OF THE BIDDERS & OWNER'S RESPONSE

DATE: 13.02.2012

Sl. No.	Cl. No.	Page No.	RFP Requirements/ Description	Query	Owner's response
1	NIL			RFP does not say about Bid Security, so we assume that bid security is not required, Please confirm.	Yes, No Bid security is required to be furnished.
2		62	FORM-R	Please confirm expatriate requirement is optional or mandatory for this assignment.	It is Optional.
3	Clause 4	46	FORM C : " The Consultant accepts all risks directly or indirectly connected with the performance of the contract."	This is an open ended clause, please remove the word " indirectly".	The request of the bidder has been considered and clause 4 of FORM "C" shall now read as under: " The Consultant accepts all risks directly connected with the performance of the contract."
4	Clause 3.6.4	71	" The Man day / Man week and Man month rates shall remain fixed and firm for 66 months from the date of Letter of Intent and thereafter the price shall be adjusted with an escalation of 5% per annum for the Key Indian Professionals and 2.5% per annum for the Expat Key Professionals. The escalation shall be calculated considering sixty sixth month as base month.	Adjustment of escalation considering 66th month as base month, would be very low. Base month should be date of LOI. Please consider.	Provisions kept in RFP shall remain unaltered.
5	Clause 3.7 (1)	71	" An interest free advance payment of five percent (5%) of the contract amount shall be paid against submission of Bank guarantee for equivalent amount. This advance will be recovered proportionately from the bills....."	The Advance Bank Guarantee should be progressively extended on reducing amount basis. Please consider	This shall be considered at the time of award of Contract.
6	Clause 3.18.1	84	" Owner may for its convenience, without cause, terminate this contract at any time by giving PMC Consultant fifteen (15) days prior written notice of such termination. Thereupon, QAQC Consultant shall"	This is a one sided termination clause. Please remove " Without Cause " from this paragraph.	Owner has considered the request of the bidder and in case of termination for Owner's convenience, the cause shall be communicated to the QAQC consultant.
7	Clause 3.5.1	70	" Owner shall provide to QAQC Consultant the Quality assurance and quality control plans, testing and commissioning procedures etc submitted by EPC Contractor's for the project."	Please provide DPR including construction schedule of the project.	As discussed during the pre-bid meeting, the following are attached: 1. Overall Tentative Construction Schedule(Attached at Annexure-I). 2. Lay out plan of the Project(Attached at Annexure-II).
8	NIL			A minimum extension of 15 calendar days may be considered for submission in view of three Tender submission on the same day.	The Owner has considered the request of the bidder and the bid submission date is hereby extended from 15.02.2012 to 15.03.2012.
9	2.1		Qualifying requirements	These are not clear – for eg its mentioned about underground powerhouse of 300 MW twice. Does it mean two projects? Similarly on the dam aspect also – concrete gravity experience is repeated twice.	Qualification Requirement of Underground power house is revised to 300 MW inplace of 500 MW.The revised QR shall read as : To achieve the objective of setting up a Hydro Power Project with a state-of-the-art technology, the Bidders themselves or with their Joint Venture partners should have previous experience and expertise in QAQC of at least three Hydro Electric Power Projects in last 20 years, and at least one of them should be in the last five years and one in last 10 years. Further, the Consultant should have completed consultancy services specifically in the area of QAQC as specified in the scope, as under: i. Experience as Consultant for QAQC of at least 3 Hydro Power Stations out of which at least one should be Underground power station with Installed capacity of 300 MW and above and single generating unit rating not less than 100 MW and at least One (1) Hydro Power station should be commissioned. Further, the Consultant should have completed the consultancy work for QAQC of at least one Underground power station with Installed capacity of 300 MW and above which has been completed and commissioned in a period of four to five (4 to 5) years. ii. Experience of as consultant for QAQC of at least 3 Concrete Gravity / Arch / RCC Dam of height 70m and above, out of which at least one Dam should be of 100m height. Out of the three dams one should be in operation. Further, the Consultant should have completed the consultancy work for at least one Concrete Gravity / Arch / RCC Dam of 100m height or has completed the concrete quantity of one (1) million cum in a period of four to five (4 to 5) years.

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				The QR appears to be very stringent and very high for an OE role as compared to that for EPC contractor. Ultimately the design responsibility will be of the EPC contractor and OE will only be responsible for review.	This is QAQC role not OE Role. However, RCC Dam in addition to concrete gravity dam / arch dam shall be considered. Other provisions of QR shall remain unaltered. For any specialised services sub-consultants can be included by the bidder in form of a JV partner.
10	2.4		Last Date for submission of bids	Kindly extend last date of submission until 31st March 2012	Please refer Owner's reply at Sl. No. 8 above.
11	3.6.4		The price shall remain	The escalation proposed for period beyond the 66 months looks very low. Should be atleast 12 & 5 % respectively.	This is Owners' pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
12	3.6.5 (b)		Owner's Engineer staff....	Please clarify whether travel to site will be paid separately.	RFP is for QAQC staff not for OE staff . The staff for QAQC shall be stationed at site only.
13	3.7		Terms of Payment	The proposed terms of payment are very unfavourable to consultant as it will lead to huge negative cash flows. Considering the long duration of the assignment and the deliverable also will take many months to complete, please consider following payment terms - Advance of 5 % - Progressive monthly payment of 90 % - Final 5 % on completion	Provisions kept in RFP shall remain unaltered.
14	3.8		Invoicing and Payment	Please clarify the following Is Service Tax to be included or will be reimbursed / borne by Owner Since consultant is to include taxes in his price, why is the requirement for reimbursement of recovered WHT kept?	Service Tax separate and should not be included in the prices. Shall be reimbursed by Owner separately. Provision of reimbursement of recovered WHT withdrawn. The revised clause shall read as under : "QAQC Consultant shall, if necessary, file the Tax Returns in India at the end of each year as may be required under the tax laws in India, and adjust the tax liability against the withholding tax. QAQC consultant hereby agrees to comply with all the tax laws as may be applicable in India".
15	3.1		Liquidated Damages	Please consider reducing the ceiling to 5 % of contract price	Provisions kept in RFP shall remain unaltered.
16	3.21		Arbitration	There should be a separate provision for Foreign consultants under LCIA / UNCITRAL and venue should be neutral like Singapore.	This is Owners' pre-requisite for entering into contract and the provisions kept in RFP shall remain unaltered.