

**GVK RATLE HYDRO ELECTRIC PROJECT PRIVATE LIMITED**  
**850MW RATLE HYDRO ELECTRIC PROJECT**  
**PACKAGE No.: GVKRHEPPL/RATLE/CONSULTANT/03**  
**PRE-BID QUERIES OF THE BIDDERS & GVKRHEPPL's RESPONSE**



SL. No.	Relevant Clause	Reference	Query	Replies
1	2.1	Qualifying requirements	<p>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.</p> <p>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.</p>	<p>The Qualification Requirements are quite clear. The Bidder should have carried out the Detailed Design &amp; Engineering for one Underground power station of Installed capacity 300MW or more and single unit not less than 100MW. For the remaining two Power stations of capacity not less than 100MW each, the Bidder should have carried out either the Detailed Design &amp; Engineering or Review and vetting as Owner's Engineer. Out of three Hydro Power stations at least one should have been commissioned.</p> <p>Similarly, for Dam, the Bidder should have carried out the Detailed Design &amp; Engineering for one Concrete Gravity Dam / Arch Dam of height 70m or more. Further, the Bidder should have carried out either the Detailed Design &amp; Engineering or Review and vetting as Owner's Engineer for the remaining two dams (concrete Gravity Dam / Arch Dam) one having a minimum height of 90M and other having a minimum height of 70M. Out of three dams one should be in operation.</p>
2	2.4	Last Date for submission of bids	Kindly extend last date of submission until 31 <sup>st</sup> March 2012	The bid submission date presently 15/02/2012 is hereby extended till 01/03/2012.
3	3.6.4	The price shall remain.....	The escalation proposed for period beyond the 54 months looks very low. Should be at least 12&5% respectively	Sub-clause 3.6.4 is hereby amended as follows: The Price for shall remain fixed and firm for 54 months from the date of Letter of Intent and thereafter the price shall be adjusted with an escalation of <b>7%</b> per annum for the Key Indian Professionals and 2.5% per annum for the Expat Key Professionals. The escalation shall be calculated considering 54th month as a base month.
4	3.6.5 (b)	Owner's Engineer Staff.....	Please clarify whether travel to site will be paid separately	Yes, payment towards travel to site shall be reimbursed on actual basis and is not deemed to be included in quoted price.
5	3.7	Terms of Payment	<p>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</p> <ul style="list-style-type: none"> <li>. Advance of 10%</li> <li>. Progressive monthly payment of 80%</li> <li>. Final 10% on completion</li> </ul>	Amendment to the provisions of Payment Terms & Annexure-1 of RFP (Bill of Quantities) has been made as per Appendix-1.
6	3.8	Invoicing and Payment	<p>Please clarify the following</p> <p>Is Service Tax to be included or will be reimbursed/borne by Owner</p> <p>Since consultant is to include taxes in his price, why is the requirement for reimbursement of recovered WHT kept?</p>	Amendment to the provisions of taxes & duties has been made as per Appendix-1.
7	3.10	Liquidated Damages	Please consider reducing the ceiling to 5% of contract price	The maximum ceiling of Liquidated Damages for delay mentioned as 10% of Contract Price in RFP is hereby amended and read as 5% of the Contract price.
8	3.12.6	Arbitration	There should be a separate provision for Foreign consultants under LCIA/UNCITRAL and venue should be neutral like Singapore	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
9	Forms and Data Sheets; Form-S		<p>Please confirm the year for which the man-day rates are to be mentioned in this form.</p> <p>We understand that these rates shall be applicable in case of change orders or any additional work which may arise during the assignment.</p> <p>The rates should be exclusive of the charges towards travel, lodging and boarding, cost of all junior and support staff, cost of production of output like reports, drawings etc. Kindly consider amending the notes of this form.</p>	<p>The price shall remain fixed for 54 months accordingly the Man Day rates will also remain fixed for 54 months and thereafter escalable as per the provision of RFP modified Sr. No. 3</p> <p>The Man-day rates are required for following: 1) Issuing the Change Orders or additional work, if any</p> <p>All the provisions of Form-S shall remain same. However, it is hereby clarified that where it had been mentioned that rate should be inclusive of charges towards Travel, Lodging &amp; Boarding, it will be limited to NCR only and that for outside NCR visits the travelling &amp; lodging charges shall be reimbursed on actual basis, as per GVK norms.</p>

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10		Section III-General Conditions of Contract. Clause 3.6.4. Page No. 72 to 109	<p>The current rate of escalation may not be sufficient to cover the raise in salaries and other expenditures as per the industry norms. Also, the RFP only states the escalation on the man-day rates but does not state any escalation on other expenditure (s) to be incurred. Kindly consider amending this clause accordingly.</p> <p>Also the last line shall be re-written as "The escalation shall be calculated considering 54<sup>th</sup> month as the base.</p>	Please refer to our reply vide Sr. No. 3
11		Section III-General Conditions of Contract. Clause 3.6.5.(c) Page No. 73 to 109	We understand that we need to incorporate all the expenses to be incurred on attending meetings in NCR only. Please clarify.	Yes
12		Section III-General Conditions of Contract. Clause 3.6.5.(b) and (c) Page No. 73 and 74 of 109	We understand that the expenses incurred on site visit (s) will be reimbursed by the Client. Kindly confirm.	Yes, on actual basis, as per the GVK employee norms.
13		Section III-General Conditions of Contract. Clause 3.6.5.(d)Page No. 73 of 109	As the client specialists/representatives would be visiting the Owner's Engineer's office for supervision of work, it is requested to kindly provide a tentative number of personnel who would visit and the duration of their deployment. Also, kindly specify the facilities which will be required by these specialists from the Owners Engineer's office.	<p>Owner's specialists/representatives would be visiting the Owner's Engineer's office in NCR only. New sub-para is added to this clause as follows:</p> <p><b>The Owner's Engineer shall through out the currency of contract depute one (1) technical representatives for liaisoning work at Owner's office Gurgaon, cost of which is deemed to be included in Contract Value. The said representative should be a Civil Engineer with a minimum experience of 10 years in the Design &amp; Engineering of Hydro projects. The Owner will only provide the free accomodation at Gurgaon Office. The deputed Engineer will have to make arrangements at his own cost for transportation, laptop, software required etc.</b></p>
14		Section III-General Conditions of Contract. Clause 3.6.5.(f)Page No. 73 of 109	We request you to please confirm whether the invoices will be raised to the Client's office in Hyderabad or any other SPV in Jammu. Also please advise on the tax provisions applicable in J & K for the Owner's Engineer to render services.	Owner's Engineer shall raise the Invoice to Owner (who had issued the RFP) at Gurgaon Office. Regarding applicable taxes in J&K, the bidder are advised to make their own assessment and due diligence.
15		Section III-General Conditions of Contract. Clause 3.7, Page No. 73 of 109	<p>The proposed payment terms would lead to a significant negative cash flow. We request to kindly revise the payment terms and propose an interest free advance followed by monthly payments or any similar arrangement.</p> <p>Also since the advance payment of 10% is recoverable from the subsequent milestones, the remaining proportion of the payment terms should total to 100%.</p>	Please refer to our reply vide Sr. No. 5
16		Section III-General Conditions of Contract. Clause 3.8.6, Page No. 75 of 109	Please clarify the applicability of this clause as the Owner's Engineer will be paid net of all the applicable taxes and duties.	Please refer to our reply vide Sr. No. 6
17		Section III-General Conditions of Contract. Clause 3.10. Page No. 77 to 109	We request you to kindly amend this clause as "Time is the essence..... Subject to a ceiling of 5% of the contract price."	Please refer to our reply vide Sr. No. 7
18		Section III-General Conditions of Contract. Clause 3.11.7 Page No. 78 to 109	We understand that the EPC Contractor is required to adhere to the conditions set out in tender documents (prepared by another consultant). There may be an instance where PPA provision (s) is not covered in the tender document. Please clarify the Owner's Engineer's role in this task.	<p>Owner will provide the copy of PPA to the successful bidder. The Owner's Engineer shall have to review and vet all the drawings and documents also keeping in view the PPA requirements.</p> <p>If any requirement of PPA has not been captured by EPC Contractor in the submittals, Owner's Engineer shall notify the same to Owner and ensure that the performance guarantees of Equipments and other technical requirements of Owner mentioned in Power Purchase Agreement are complied with.</p>
19		Section III-General Conditions of Contract. Clause 3.11.7 and 3.11.8 Page No. 78 and 79 of 109	We understand that the Owner's Engineer shall be only liable to re-work/re-perform the services in case of any inadequacy arising out of the factors mentioned in this clause and shall not be liable to incur any liability in terms of price apart from that incurred while re-performing the said work. Kindly confirm.	Yes, confirmed
20		Section III-General Conditions of Contract. Clause 3..12 Page No. 79 of 109	In order to bring it in line with the requirement, kindly amend this clause as "For this activity..... Form R <b>Form S</b> .....Owner's Engineer default."	The Form mentioned as Form R may be read as <b>Form S</b>
21		Section III-General Conditions of Contract. Clause 3.21.6 Page No. 92 of 109	The Arbitrator should be selected by mutual consent or as laid down in the Arbitration and Conciliation Act 1996. Kindly amend the clause accordingly.	

SL. No.	Relevant Clause	Reference	Query	Replies
22		Section III-General Conditions of Contract. Clause 3.21.9 Page No. 93 of 109	The cost of Arbitration should be borne by the losing Party. Kindly amend the clause accordingly.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain same.
23		Section III-General Conditions of Contract. Clause 3.21 Page No. 93 of 109	The Arbitrator should be within his rights to award interest as provided under the Arbitration and Conciliation Act. Kindly consider amending this clause.	
24		SectionIV-Technical Specifications & Detailed Scope of Work, Clause 4.2.1 (iv), Page 100 of 109	As the EPC Contractor's methodology will be finalized during the EPC contract award, kindly clarify the Owner's Engineer role in this task.	The construction schedule & methodology in principal will be approved during the contract award. However, the detailed methodology for different project components will be submitted by EPC contractor and approved by Owner in consultation with Owner's Engineer, prior to execution.
25		SectionIV-Technical Specifications & Detailed Scope of Work, Clause 4.2.1 (v), Page 100 of 109	We understand that for this task, the EPC Contractor would provide the desired input file (of the specific software) along with the extended detailed calculations. Please confirm.	It is envisaged that the Owner's Engineer will have to carry out independent checks without depending upon the Input files from the EPC Contractor.
26		SectionIV-Technical Specifications & Detailed Scope of Work, Clause 4.2.1 (xi), Page 101 of 109	As the design of dam and water conductor system would be carried out by the EPC Contractor, we understand that the manuals for reservoir filling will also be carried out by the EPC Contractor. The Owner's Engineer would of course review it. Please confirm.	Preperation of manual for reservoir filling is included in the scope of Owner's Engineer.
27		Section III-ITB, Clause 2.4, Page No. 30 of 109	The submission date of the proposal shall be one month from the date of receipt of clarifications from the Client.	Please refer to our reply vide Sr. No. 2. It is now 01/03/2012
28	Sec-II, Cl. 2.3.3 7 <sup>th</sup> bullet from top	The Bid/Contract price shall remain firm and fixed for the entire contract period	Considering the long duration of the assignment and the fact that it is impossible to predict exchange rate variations inflation etc. it is important that the following be considered in line with international practices  The Contract price shall be firm for a period of 24 months from the date of Letter of intent. Thereafter, the balance payment shall be escalated @ 5% per annum or part thereof for foreign currency component and @ 10% per annum or part thereof for INR component.	Please refer to reply at Sr.No.3
	Sec-III, Cl. 3.6.4	The Price for shall remain fixed and firm for 54 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 54th year as a base year		
29	Sec.II Attachment-1 iii	Key professional staff qualifications and competence for the assignment.	We understand that for 'EM Design Expert'. Position an Electrical and a Mechanical Expert will be proposed. Please clarify	In the RFP, as a minmum requirement, one Electro-Mechanical expert and one Hydro-Mechanical expert is envisaged to be deployed.
30	Form-C Warranty From	The Consultant accepts all risks directly or indirectly connected with the performance of the contract.	This clause is unacceptable, hence to be amended as: "The Consultant accept all risks directly related to his assignment"	Agreed, clause is hereby amended as follows:  The Consultant accepts all risks directly connected with the performance of the contract.
31	Form-G	Joint Venture	In regards to joint venture participation, please conmfirthat participation will be as an unincorporated JV and partnership shares are not required to be specified.	Yes, the Bid from unincorporated JV will be accepted subject to undertaking by Bidder that the JV will be registered under companies act, if the works are awarded to JV. It is mandatory to have JV registered before signing of Contract Agreement. Details are required to be submitted as per Form-G.  Format for JV agreement is enclosed as Appendix-2.
32	Sec.III, Cl. 3.6.5 d	All fax, telephone, secretarial and other office facilities to OWNER specialists/represents at Owner's Engineer's Offices in connection with supervision any CONSULTANCY related Services.	Please provide the details of persons (numbers, designation, duration etc.) likely to be deployed in Owner's Consultants office and specify the facilities to be provided for these personnel.	Please refer to our reply vide Sr. No. 13
33	Sec.III, Cl. 3.6.5 f	All applicable taxes, duties, royalties, registration charges, insurance cost, any specific tax imposed by the state government etc including withholding tax	As a standard practice taxes and duties are paid extra at actual and are not to be included in the Consultant's fees. This also enables a fair evaluation of financial proposals.  You are requested to kindly confirm to the same so that  The Consultant in its proposal can only estimate and include the taxes applicable on say 15 days prior to submission of proposal. Any variation in taxes thereafter has to be suitably adjusted in the price/fee of the Consultant.	Please refer to our reply vide Sr. No. 6
34	Sec.III Cl. 3.7 Annexure-I Bill of Quantity (Page 109)	Terms of Payment Subject to Clause 3.7 and subject to acceptance of invoice by Engineer -in-Charge, the due payment shall be released to the Owner's Engineer within Thirty (30) days from the date of submission of invoice by the Consultant.	In regards to payments for OE Services, please consider that: Activities under Sr. No.1-7 (Annexure-I) i.e. Review of Owner Submittals are long term tasks which require continuous involvement, however, the given terms lead to long no cash flow situations. It is required that payment terms be modified such that while some payment is due against achieving of milestone, some payment is also related to the Consultant on monthly basis to maintain the cash flow. Our desired payment terms for this assignment are given in Annexure to these queries for your consideration and concurrence.	Please refer to our reply vide Sr. No. 5

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35	Sec.III Cl.3.8.3	Subject to Clause 3.7 and subject to acceptance of invoice by Engineer -in-Charge, the due payment shall be released to the Owner's Engineer within Thirty (30) days for the date of submission of invoice by the Consultant	In the event of delay in payment simple interest @ 12% per annum on the outstanding bill amount shall be paid	Sub-clause 3.8.3 is hereby amended as follows:  Subject to acceptance of invoice by Engineer - in - Charge (EIC), the due payment shall be released within Forty Five (45) days from the date of submission of Invoice by the Consultant. In the event of delay in payment simple Interest @ 10% per annum on the outstanding bill amount shall be paid. However EIC shall at his discretion may require the Consultant to modify the invoice to exclude the disputed payment, if any. The period of Forty Five (45) days in such event shall reckon from the date of submission of such modified invoice submitted by the Consultant and accepted by EIC.
36	Sec.III, Cl. 3.8.9	Payments to be made by Owner to Owner's Engineer under this CONTRACT shall be net of all applicable taxes, duties and charges (including withholding tax, if any) imposed by the Government of India, or any State of political division thereof. Owner shall forward to Owner's Engineer the tax receipts for any Indian withholding tax.	Please confirm that the Consultant has to submit a proposal which is net of all taxes applicable in India and all taxes as applicable will be paid by Client.	Please refer to our reply vide Sr. No. 6
37	Sec.III, Cl. 3.8.6	Owner's Engineer 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. In case the Owner's Engineer is able to obtain tax refund of such withholding tax in assessment of income in any year. Owner's Engineer will reimburse the said amount to Owner. Owner's Engineer hereby agrees to comply with all the tax laws as may be applicable in India.	Under the clause please also include that: 'In case the actual tax liability of the Consultant is more than the amount of Withholding Tax, the additional amount will be paid by the Owner to the Consultant.	Please refer to our reply vide Sr. No. 6
38	Sec.III, Cl. 3.9.1 Annex	Changes directed by Owner  OWNER may direct an alternation of, addition to or deduction from the Services by a prior written request setting forth, in reasonable detail, the nature of the proposed change. If the Owner's Engineer concludes in good faith that such Change will adversely increase or decrease the agreed-upon man-hours or adversely affect Owner's Engineer's ability to meet the Schedule, then the Owner's Engineer shall furnish to OWNER the information relating to the impact of such Change on the Schedule, the reimbursable costs and expenses and the impact of such Change, on the contract price. If OWNER then elects to proceed with the Change, it shall issue a Change Order to Owner's Engineer authorizing such modifications to the Services and the fees that are agreed between OWNER and Owner's Engineer. Bill of Quantities/Cost of Deliverables	This is not to acceptable basis for giving a lump sum price for such assignment Each single price given by the bidder in their proposal will only be valid in connection with the total price offered Any "Cherry picking" may lead to new single prices of the reduced scope of Services.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
39	Sec.III, Cl. 3.9.2 last line	It shall be Owner's sole discretion whether to accede to the request for issue of Change Order or not.	This cannot be at the sole discretion of the Owner and has to be mutually settled with the Consultant. Kindly modify the condition accordingly.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged
40	Sec.III, Cl. 3.9.6 Pt. a-d	Provided that.....	Under point c) it is stated, that the Client will issue a change order to extend the time schedule if Consultant suffers a delay due to Owner's fault. However, nothing is said to increase the Contract Amount if the project is delayed and the Consultant has extra costs, due to reasons not attributable to him. This is required to be addressed.	The provision for escalation vide sub-clause 3.6.4 has been kept to account for delays attributable to Owner.
41	Sec.III, Cl. 3.10.2	Penalty/Liquidated Damages fro Delay Time in the essence of the CONTRACT. For all delays attributable solely to Owner's Engineer in the agreed overall schedule. Owner's Engineer shall be subject to Liquidated Damages at one half percent (0.5%) per week or part thereof, subject to a ceiling of 10% of the Contract Price. This is also applicable on any change in the scope of Services as per Clause 3.9 of the Contract.	In line with the standard practice, you are requested to kindly modify the provision such that: LD amount should be 0.25% per week subject to a ceiling amount is 5% of the value of delayed work. This will be applicable only if the project has suffered an actual delay on account of such delayed work.	Please refer to our reply vide Sr. No. 7

SL. No.	Relevant Clause	Reference	Query	Replies
42	Sec.III, Cl. 3.11.5	OWNER may take a claim under this Clause for a period of twelve (12) months after Commercial Operation of the power station. For this Performance Guarantee shall be released after 12 (Twelve) months of successful commercial operation.	In line with clause 3.12, please amend this clause as following: OWNER may make a claim under this Clause for a period of twelve (12) months after date of successful commissioning of the power station. For this the Performance Guarantee shall be released after 12 (Twelve) months after date successful commissioning	Agreed, clause 3.11.5 is hereby amended as follows:  OWNER may make a claim under this Clause for a period of twelve (12) months after the date of successful commissioning of the power station. For this the Performance Guarantee shall be released after 12 (Twelve) months of successful commissioning of Power station.
43	Sec.III, Cl. 3.17	Suspension of Services OWNER may suspend the time for the performance of Services hereunder in whole or in part, at any time and from time to time by giving a fifteen (15) day's prior written notice for such suspension. Such notice shall specify the reasonably expected duration of the suspension. Owner's Engineer shall resume the performance of the Services when directed to do so by reasonable notice from OWNER.	Consultant's right to suspend the services in the event of non receipt of timely payments and other circumstances which affect the Consultant has to be suitably stated in this clause.	No Change in the provisions of RFP. Provision of interest for delayed payment has been made (see reply at Sr.No.35)
44	Sec.III, Cl. 3.18.6	Should OWNER become insolvent or bankrupt, or commit a breach or default of any of the covenants or obligations hereunder, and thereafter (a) fails to remedy the same within thirty (30) days after written notice thereof from Owner's Engineer if the breach constitutes a failure to pay money: or (b) fails to take steps to remedy the same within thirty (30) days after written notice thereof from Owner's Engineer and thereafter, fails to proceed diligently in remedying the same if the breach is other than to pay money, then Principal Design & Engineering Consultant may terminate this CONTRACT. Should Owner's Engineer so terminate this CONTRACT, Owner's Engineer shall be paid for all costs incurred for services performed up to the date of termination and through demobilization, including any cancellation charges by Sub-contractors provided such charges were approved by OWNER.	Please confirm the Consultant's right to terminate the contract if the payments are not received by the Consultant. Accordingly, delete the line'..... If the breach is other than to pay money.....'	Please refer to our reply vide Sr. No. 43
45	Sec.III, Cl. 3.22.10	Any work required to be done as per Good Industry Practice, though not specifically stated in this Contract, but required for a safe and normal functioning of the Power Station or portion thereof, shall be implied to be a part of the Owner's Engineer's SCOPE OF SERVICES and included in the same	The Clause to be amended as: Any work required to be done as per Good Industry Practice for an Owner's Engineer, though not specifically stated in this Contract, but required for a safe and normal functioning of the Power Station or portion thereof, shall be implied to be a part of the Owner's Engineer's SCOPE OF SERVICES and include in the same.	No Change in provisions of RFP.
46	Sec.III, Cl. 3.21.6 a)	A dispute with the Consultant (Indian or Foreign) shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No. 26 of (1996) any Rules made there under and to such other order or orders instruction issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a sole arbitrator (Arbitrator) to be appointed by the Chairman & Managing Director of GVK Power and Infrastructure Ltd. or by his duly authorized representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Owner's Engineer. For the purposes of this Sub-Clause the term "Owner's Engineer" means a Owner's Engineer who is registered in India or Abroad and is a juristic person as well as joint venture between such a Consultant and a Foreign Consultant or two Foreign Consultant.	Any dispute which cannot be resolved amicably, shall be fully and finally settled by reference to arbitration in accordance with the prevailing Indian Rules of Arbitration & Conciliation Act, 1996. The arbitration proceeding shall be held in New Delhi, India and be conducted in English Language. Each party to the contract shall have the right to appoint one arbitrator and these two arbitrators will jointly select a third arbitrator for forming the 3 member arbitration committee. The Parties shall conform to the decision of the arbitrators.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
47	Sec.IV, Cl. 4.2.1 b	The Owner's Engineer shall also attend coordination and review meetings with Owner, Contractors, Equipment Suppliers and Vendors as and when required by the Owner.	For such visits outside the OE Consultant's Home Office, the travel, stay, incidental and associated expenses shall be reimbursed at actual.	Refer to sub-clause 3.6.5 (b)i.e. The total Contract Price mentioned above shall include the following: b) Owner's Engineer's Staff expenses towards travel, boarding, lodging, and incidentals for visits to attend meetings as and when required at Owner's Gurgaon office/ NCR. However, if the meetings are held outside NCR, expenses against travel and lodging shall be reimbursed at actual.

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48	Sec.IV, Cl. 4.2.1 viii	Owner's Engineer shall review, vet and recommend for approval all the Quality Assurance plans, Quality Control manuals and submitted by the various EPC contractor.	The stated scope may be included in QA&QC Package, please clarify.	Owner shall provide the Quality Assurance Plans & Quality Control manuals submitted by the EPC Contractors. QAQC Consultant shall review the Quality Assurance Plans & Quality Control manuals in consultation with Owner's Engineer. Owner's Engineer shall recommend the Quality Assurance Plans & Quality Control manuals to Owner for approval.  QAQC Consultant shall be responsible to ensure that all the works be executed in compliance with the approved Quality Assurance Plans & Quality Control manuals.
49	General		During the execution OE Experts shall be travelling to Project Site for design co-ordination or any other assignment related work. For such visit the Owner will provider/arrange accommodation at site to the travelling experts free of cost.	Please refer to our reply vide Sr. No. 12
<b>D) Bidder: M/s CES</b>				
50	Note: 1 Page No. 37	The overall minimum marks required by a bidder for Technical Qualification is 70%. However, the Consultant should also score 70% in each Category individually to qualify.	Overall minimum marks will be 70% or more in the event of securing the minimum qualifying marks of 70% individually in each category. Note 1 is not understood.	The provisions of RFP are hereby amended as follows: 1. The overall minimum marks required by a bidder for Technical Qualification is 70%. However, the Consultant should also score a minimum of 70% marks in Category (ii) and Category (iii) individually to qualify.
51	Section -III Clause 3.6.1 Page No. 72	Owner's Engineer shall quote price for providing the Consultancy Services as per the format enclosed at Annexure - I (Bill of Quantities).	It is very difficult to estimate the price as per the individual deliverable in compliance with clause 3.6.5 as the drawings/ documents will be prepared and submitted by the EPC contractor for review and estimate by the consultant, for individual deliverables may differ significantly. However, the variation of the total quantities are expected to be insignificant.  It is proposed that owner's engineer shall quote price for providing the consultancy services as per the scope of work as lump-sum consultancy fee for the total contract.  Accordingly, the terms of payment maybe modified for the deliverables as per the bill of quantities as a percentage of lump-sum fee ensuring positive cash flow.	Please refer to our reply at Sr. No. 5
52	Section -II Clause 2.3.3 Page No.29	The Financial proposal can be in INR and / or the currency of the Consultant's home country.	Home currency of our foreign partner (HPI Russia) is Russian Rubble. Can we submit the proposal in INR and USD (in place of Russian Rubble)? Please confirm that the payment will be released in two currencies for each deliverables.	Maximum number of currencies in which Bid price can be quoted is two. One in INR and the second currency can be any currency of Bidder's choice.  Yes, you can submit the bid in INR & USD.  Yes, payments will be released according to the price quoted.
53	Section -II Clause 2.3.3 Page No. 30	Proposals submitted by a joint venture shall include an authenticated Letter of Power of Attorney executed by each venture or partner and setting for the one of the signatories as the Sponsor for the group.	Can any of the joint venture partners duly authenticated by Letter of POA executed by each partner act as a sponsor of the group and act as a leader for and on behalf of all the participants in the joint venture in all matters connected in any way with the submission of proposals and execution of the order, if awarded.	Yes, this can be done while submitting the proposal. However, the Contract Agreement shall have to be signed by all the parties of Joint Venture with <b>Joint &amp; Several responsibilities</b> .  Format for Joint Venture Agreement is enclosed as Appendix-2
54	Section -III Clause 3.12(3) Page No. 79	For this activity remuneration shall be based on Man month / Man day rates quoted in Form-R and the travelling and lodging expenses shall be reimbursed as actual.	Do we have to quote both the man-months and man-day rates in form R? There is no provision of quoting man-months/man day rates in form R. It is a deployment schedule of man-power.	The Form mentioned as From R may be read as <b>Form S</b>
55	Form S Page 64	Provision of only man-day rates in the format.	From the notes it appears to be rates for the home office work as well as site office work. It is proposed to furnish man-month rates for the home office work and the man-day rates for the site office and away home office work. For the site office/ away home office work, travel and lodging expenses to be reimbursable as per actual besides the per-diem fees for the period of absence from the head office.	The rates are to be quoted as desired in Form-S. The same shall be used for both the Home office work & site work.  Only Travelling and lodging expenses shall be paid and no per-diem fees shall be paid.  Please also refer to our reply at Sr.No. 9,11&12.
56	2.1 (ii)	Out of the three dams one should be in operation	Please specify, if any documents required in support of this?	Yes, Certificate(s) issued by previous Client(s) may be submitted.
57	2.3.3	Information should be provided only for those assignments for which the consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture.	Assignments which is contracted to other consultant/ organization and presently acquired by the bidder should also be considered.	Yes, In case the Bidder is a Company, formed after merger and/or acquisition of other companies, past experience and other antecedents of the merged/acquired companies will also be considered for qualification of such Bidder
58	Attachment-1 Cl.(i)	Specific experience of the consultants relevant to the assignment in Indian Himalayan region or in Neighbouring Countries such as Nepal, Bhutan etc	As it is International bid, it is, therefore, requested that this condition should be relaxed & the consultant relevant experience in other Himalayan region in any part of the world shall also be considered.	The consultants experience in other Himalayan region has been considered vide item no (I)(c) on the same page.

SL. No.	Relevant Clause	Reference	Query	Replies
59	3.6.4	The price shall remain fixed and firm for 54 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.	We are of the opinion that Price escalation would be same both for Indian & Expat key professionals.	Please refer to our reply at Sr. No. 3
60	4.2.1(v)	Owner's Engineer shall be required to review the Design & Engineering carried out by the EPC contractors, irrespective of the software used by the EPC contractor	In case if a particular software is required for checking & vetting of design carried out by EPC contractor. The required software will be made available by the Owner's/EPC Contractor or the Consultants have to arrange it from its Own. Please Clarify.	The Owner's Engineer has to make his own arrangements.
61	4.2.1(vi)	Owner's Engineer shall submit 5 No. hard copies and 5 No. editable soft copies of all the design and Engineering calculations, analysis etc being carried out by Owner's Engineer under this contract.	As per scope of work Owner's engineer is supposed to review/vet and recommend for approval of detailed design & Engineering analysis prepared by EPC contractor's. However as per this clause, it infers that some design & engineering calculation & analysis has also been carried out by Owner's engineer also. Please Clarify.	The Owner's Engineer will have to verify/ vet the basic assumptions, basic design criteria conforming to Indian/ International standards and check the analysis, design calculations including the use of appropriate formula and drawings. By editable soft copies the Owner means the soft copies of analysis and design calculations carried out by the Owner's engineer to perform this review and the soft copies of their observations.
62		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 submitted
63		Form-R, page 63 of the RFP	We expect that experts of more than 20 years of category are also required for the works. Please clarify whether they should be included in form R, page 63 of the RFP Please clarify whether Expatriate involvement for each defined item is mandatory or optional.	In Form-R experts having experience more than 20 years only are asked for. Its optional
64		<b>Clause no. 2.12.2, page 32 of the RFP:</b> "which conforms to all the terms and conditions of the bidding document including the schedule".	We assume that Manpower Deployment Schedule (Form-R) is the only schedule which will be part of the bid. Please confirm if there is any other schedule.	The information is required to be submitted in Form- A to Form-S. However, Bidder may submit any additional information / schedule. The deployment of Experts will remain through out the currency of contract. The consultant should provide the details of Man months of experts for each major activity.
65		Form-R, page 63 of the RFP	As per the clause no. 3.10.1, page 77 of the RFP, services of the Owner's Engineer shall be for 54 months, but in Form R-Manpower Deployment Schedule, months are spreaded up to 72 months, please clarify the requirement of 72 months in the Form-R.	Numbering done is indicative only, you have to submit your schedule as per the requirements of RFP.
66		<b>Clause 3.6.4, Page 72 of the RFP:</b> "The Price for shall remain fixed and firm for 54 months from the date of letter of Intent and thereafter 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 54th year as a base year."	Adjustment of escalation considering 54th month as base month would be very low. Base month should be the date of LOI. Please consider.	No change in the provisions of RFP. 54th month will be counted as base month.
67		<b>Clause 3.5.6 (b) page 72 of the RFP:</b> "Owner's Engineer's Staff expenses towards travel, boarding lodging, and incidentals for visit to attend meetings as and when required at Owner's Gurgaon office/NCR. However, if the meetings are held outside NCR. payments against travel and stay shall be reimbursed at actual."	Please include "travel & stay cost" against site visit/any other visit outside the base office of the Consultant shall be reimbursed at actual	No change in the provisions of RFP
68		Clause 3.7 (i): "An interest free advance payment of Ten percent (10%) 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 shall be paid only after the issuance of Notice to Proceed. Advance bank Guarantee shall remain valid till three months after completion of works."	The summation of the identified payments in Para 3.7 works out to 100%, considering 10% of advance payment to be a non recoverable advance. Please clarify.	Please refer to our reply at Sr. No. 5
69		Clause 3.7-(iv) & v: "Ten percent (10%) of the price against each deliverable shall be paid on successful completion of the Project component for which design, drawings has been reviewed, vetted and approved."...(v). Ten percent (10%) of the price against each deliverable shall be paid after the successful commissioning of the project."	The Owner's Engineer has practical no control over the physical commissioning of the project. Therefore we suggest that payment terms of 20% as per Para 3.7(iv) & v should not be linked with the physical commissioning of the project. This percentage of the payment terms should be reduced to 5%.	Please refer to our reply at Sr. No. 5

SL. No.	Relevant Clause	Reference	Query	Replies
70		<b>Clause 3.7 (ii), page 73 of the RFP:</b> "Thirty percent (30%) of the price against each draft deliverable listed in terms in Annexure-I shall be paid on review, vetting of Design philosophy, assumption made, analysis, calculations, drawings construction methodology. Quality assurance and quality control plans, testing & commissioning procedures and submission of details pointing out any short coming, improvements suggestions etc to the Owner and its acceptance by Owner.	1) the basic work of the Owner's Engineer shall be completed at the Para no.3.7 (ii). Therefore for a positive cash flow, it is strongly requested to consider 50% of the Contract Price against the draft deliverable listed in term in Annexure-I	Please refer to our reply at Sr. No. 5
71		<b>Clause 4.2.1 (a), Page 99 of the RFP:</b> ".....These shall be no cap on the number of drawings required to be reviewed and vetted for the successful and timely execution of the project."	Number of drawings required to be reviewed has the direct impact on the man month schedule and price of this consultancy assignment. Undefined no of review of drawings/documents could increase the proposed man month as well cost for the same. Please consider to restrict to four number of revisions to be reviewed by the consultant. This will help to make a right assessment of the man month requirement.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
72		<b>3.18.1, page 87 of the RFP:</b> "OWNER may for its convince, without cause, terminate this contract at any time by giving PMC Consultant fifteen (15) days' prior written notice of such termination. Thereupon, PMC Consultant shall:....."	This is an one sided termination clause, please remove" Without Cause" from the paragraph	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
73		NIL	A minimum extension of 15 calendar days may be considered for submission in view of three Tender submission on the same day.	Please refer to our reply at Sr. No. 2
74		Clause 2.1 Instruction to bidders	Kindly allow the qualification criteria to be furnished in last 25 years instead of 20 years.	Agreed, The amended provisions of clause 2.1 at page No. 27 of RFP may be read as:  To achieve the objective of setting up a Hydro Power Project with the state-of-the-art technology, the Bidders themselves or with their Joint Venture partners should have previous experience and expertise in Review and Vetting and /or Detailed Design & Engineering of at least three Hydro Electric Power Projects in <b>last 25 years</b> , and at least one of them should be in the last five years; involving
75		Clause 2.12 Instruction to bidders	Kindly let us know whether the technical & financial opening of bids shall be made public or shall be done in private.	Technical & Financial bids shall be opened in private
76		Clause 2.13 Instruction to bidders	Kindly revise "The client will not consider substitutions during contract negotiations unless for reasons such as death or medical incapacity or resignation.	Agreed
77		Clause 2.16.1 Instruction to bidders	Last line " <b>with all liabilities to the bidder</b> " is requested to be deleted.	The line is justified enough, if read in totality of whole paragraph. The provisions of RFP shall remain un-changed.
78		Form-R	It is noticed that experts having 20 years of experience are considered for deployment for this assignment. It is requested to kindly amend this criteria to 15 years.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
79		Clause 3.4 General Conditions of the Contract	The time period for purpose of L.D should be calculated from the date of signing the agreement and release of down payment/advance payment whichever is later instead of date of insurance of NTP.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
80		Clause 3.5.2 General Conditions of the Contract	Kindly add "Any document, drawing, deliverable submitted to Owner shall be reviewed accepted or commented within 10 days otherwise it is deemed to be accepted.	The provisions of RFP shall remain un-changed.
81		Clause 3.6.4 General Conditions of the Contract	Escalation for key Indian Professionals should be adjusted @ 10% per annum. Kindly clarify "The escalation shall be calculated considering 54th year as a base year."	Please refer to our reply at Sr. No. 3
82		Clause 3.6.5 c General Conditions of the Contract	Kindly add "However, if the meetings are held outside NCR, payments against travel and stay shall be reimbursed at actual."	Please refer to our reply at Sr.No. 9,11 &12.
83		Clause 3.6.5 f General Conditions of the Contract	Contract Price should be excluding Service Tax & Withholding Tax. Consultant cannot know what will be the rate of such taxes in the next 6years	Please refer to our reply at Sr. No. 6
			It is requested to kindly convert this advance payment to down payment. Suggested Payment Schedule:  An interest free down payment of Ten percent (10%) of the contract amount shall be paid this advance will be recovered proportionately from the bills. The advance shall be paid only after the issuance of Notice to Proceed.	

SL. No.	Relevant Clause	Reference	Query	Replies
84		Clause 3.7 (i),(ii),(iii) (iv) & (v) General Conditions of the Contract	Thirty percent (60%) of the price against each draft deliverable listed in item in Annexure-I shall be paid on review, vetting of Design philosophy assumption made, analysis, calculations, drawings, construction methodology, Quality assurance and quality control plans, testing & commissioning procedures and submission of details pointing out any short coming improvements suggestions etc to the Owner and its acceptance by Owner.	Please refer to our reply at Sr. No. 5
			Forty percent (30%) of the price of Deliverables as listed in Annexure-I will be made on review, vetting of incorporation of short coming, improvements suggestions etc suggested vide sub-clause 3.7 (ii) and recommendation to Owner for approval the final documents (including drawings) and its approval thereof by the Owner.	
			Ten percent (5%) of the price against each deliverable shall be paid on successful completion of the Project component for which design, drawings has been reviewed, vetted and approved.	
			Ten percent (5%) of the price against each deliverable shall be paid after the successful completion of the Project.	
85		Clause 3.8.2 General Conditions of the Contract	The reason for deductions or set off should be intimated to Consultant prior to execution.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
86		Clause 3.8.3 General Conditions of the Contract	In case the due payment to be released to the Consultant exceeds 30 days from the date of submission of invoice by the Consultant then an interest rate of 12% on overdue payment should be applied.	Please refer to our reply at Sr. No. 35
87		Clause 3.8.4 General Conditions of the Contract	Due to variation in tax structure very often, service tax & with holding tax should not be included in the lump sum price. It should be paid extra by Client.	Please refer to our reply at Sr. No. 6
88		Clause 3.16.1 General Conditions of the Contract	The applicable clause should be vice versa.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
89		Clause 3.16.2 General Conditions of the Contract	The applicable clause should be vice versa.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
90		Clause 3.17 General Conditions of the Contract	Suspension notice shall be provided at least 21 days in advance.	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
91		Clause 3.18.1 General Conditions of the Contract	Kindly delete "without cause"	This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
92		Clause 3.18.4 General Conditions of the Contract	The Owner may terminate this contract & can enter into a new contract with any other party but at their own expense. The paragraph written after point (d) on page 89 is not acceptable	This sub-clause pertains to termination on account of Owner Engineer's default.  This is Owner's pre-requisite for entering into contract and the provisions kept in RFP will remain unchanged.
93		Clause 3.21.7 General Conditions of the Contract	This clause is not acceptable.	This is a standard clause being put in all the contracts.
94		Clause 3.22.9 General Conditions of the Contract	Further clarification required.	Please refer to our reply at Sr. No. 13
95		Clause 4.2.1 iv) Technical Specification & Detailed Scope of Works	This clause should also mention that it is the Owner's responsibility to make sure that Owner's Engineer is provided all input data under this contract in soft editable format as described under this Clause. Only then this Clause shall be acceptable.	Data available with the Owner shall be supplied to the Owner Engineer. Further, please refer to our reply at Sr. No. 25
96		Clause 4.2.2 iv) Technical Specification & Detailed Scope of Works	Kindly delete "Blasting Patterns"	The provisions of RFP shall remain un-changed.
97		Clause 4.2.2 xii) Technical Specification & Detailed Scope of Works	Kindly delete "Bar Bending Schedule."	The provisions of RFP shall remain un-changed.
98		Clause 4.2.2 xxii) Technical Specification & Detailed Scope of Works	The Owner's Engineer will submit a list of proposed software's which may be used during the execution of the scope of services of this project. The decision to use any relevant software will solely be of the Owner's Engineer. The software's used by Owner's Engineer shall not be shared with the Owner.	This is to confirm that the software used by the Owner Engineer shall not required to be submitted to the Owner. Besides this the provisions of RFP shall remain un-changed.
99	2.8	Site Inspection	Has any site visit been organised by GVK? If yes, please provide details.	sub-clause 2.8 of RFP envisages consultant to visit the site at its own cost. No site visit is organised by Owner. However, the Owner may provide technical assistance at site.
100	2.12 B.	Financial Proposal	The bidding document does not indicate when the financial proposal will be opened or which Bidder's financial proposal will not be opened? It is presumed that financial proposal of Bidder's scoring less than 70% marks in the technical bid will not be opened and returned to the respective Bidder unopened? Please confirm.	Yes, this is to confirm that the price bid of the Bidder obtaining less than 70% marks in Technical evaluation shall not be opened.
101	2.16.2	Notice to Proceed	GVK should indicate their most likely date for the NTP.	This will be intimated at the time of Contract finalisation.
102	3.6	Contract Price		

SL. No.	Relevant Clause	Reference	Query	Replies
103	3.6.4	The Price for (.....??.....) shall remain fixed and firm for 54 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 54th year as a base year.	a) 5% and 2.5% escalation figures does not represent the going general market escalation figures in respect of salaries which are generally of the order of 10-15% and 5-8% respectively. Accordingly, it is suggested that the escalation should be considered as 15% and 7.5% respectively. b) Please check '54th year as a base year'? c) The OE will have no control on the project construction & procurement etc activities. In case of delays, it could become difficult for the consultant to meet the staff salary and other operational expenses from within the quoted price, which would generally be based on assumed escalation values. Accordingly, it will help if suitable annual escalation in the fee is agreed. Please confirm.	a) Please refer to our reply at Sr. No.3. b) Provisions are hereby amended as follows: The escalation shall be calculated considering 54th month as a base month. c) The provisions of RFP shall remain un-changed. No annual escalation is envisaged.
104	3.7	Terms of Payment		
	i	An interest free advance payment of Ten percent (10%) 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 shall be paid only after the issuance of Notice to Proceed. Advance Bank Guarantee shall remain valid till three months after completion of works.	It is suggested that the bank guarantee be accepted with provision for progressively reducing value as per contract schedule and recovery plan.	
	i-v		The payment terms do not seem to mirror the consultant's efforts in right proportion and most likely will result in negative cash flow for the consultant which is seen undesirable. It is requested that this aspect be reviewed and amended suitably. Our suggested payment terms would be i) 10% Advance as specified (recoverable?); ii) 80% of the price on first commenting by the consultant; iii) 15% of the price on approval/ completion of the respective project components/ 06 months from the date of first commenting which ever occurs first; and iv) balance 5% on successful commissioning/ completion of the project/ one year from the first commenting by the consultant which ever occurs first. The number of revisions of drawings/ documents to be reviewed by the OE need to be capped for a competitive bid. We suggest this be limited to one revision beyond which suitable compensation be agreed for discussion and agreement. Please confirm.	Please refer to our reply at Sr.No. 5
105	3.11, 3.12	Warranties and Limit of Liabilities, Completion of OE's Obligations	No limit on the number of revisions of drawings/ documents for review by OE seem to have been set out in the Bidding documents. This needs to be defined for working out the consultant's fee more definitely and thus a competitive bid. Please confirm.	The provisions of RFP shall remain un-changed. This is to confirm that there shall be no limit on number of revision of drawings/ documents.
106	3.18.6	.....Principal Design & Engineering Consultant.....	Presumed same as 'Owner's Engineer'.	Yes
107	Annex 1	Bill of Quantities	'BoQ' along with the 'Terms of Payment' does not appear to address the cash flow requirements of the OE. As the OE assignment will require continuous involvement of the OE's personnel on the assignment, it is important that regular monthly payments are released to the OE to meet the salary and other payment obligations of the OE. One way of addressing this would be to further break down each structure/ item into number of drawings/ documents and release proportionate monthly payment against invoice as the work progresses. A confirmation on this would help.	Please refer to our reply at Sr.No. 5
108	General		Engineering Coordination Plan (ECP)	
			For success of assignments of the present nature it is important that properly tied ECP is agreed amongst the parties Contractor- Owner-OE with the responsibilities well defined and timelines set. This can be broadly agreed with the shortlisted party for OE assignment and firmed up at the time of award of the works contracts. A confirmation on this would help.	The scope of Owner's Engineer is well defined. The Owner doesn't consider the necessity of the proposed meeting before the award.
			Status of the Project	
			Status of the Project vis-à-vis various clearances, likely dates of award of various contracts, financial closure, NTP for this assignment etc may be informed.	The likely date of award of this package is 01/05/2012.
109		Available Infrastructure It is said that no accommodation is available at site, but good hotels are available at Patni top.(Page-15)	It is presumed that free accommodation will be made available for the Owner's Engineer office & residence with all camp facilities. It is also presumed that till no accommodation is available at site, cost of accommodation for office and stay with other camp facilities at Patni top will be reimbursed by the Owner. ----Please confirm.	Being a Contract for Owner's Engineer, contineous stay at project site is not envisaged. During site visits charges towards traveling & lodging shall be paid by Owner on actual basis. Please also refer to our reply at Sr. No. 9,11 & 12.
110		Availability of Vehicle for Owner's Engineer: No provision of vehicle has been offered for site visit by Owner's Engineer during execution.	It may be required to visit the site off & on by the Owner's Engineer to review work progress, if any experienced at site and hence he will require a vehicle for the said purpose.--- Please confirm whether a vehicle will be provided by	Vehicle will be provided at project site during site visit

SL. No.	Relevant Clause	Reference	Query	Replies
111		Clause No-3.10.1: Completion Schedule It is said that services of the Owner's Engineer shall be for 54 months from the effective date of Contract. (Page-77)	All works of Civil / Hydro-mechanical / Electro-Mechanical are intended to be executed on EPC Contracts. There exists every likelihood of extension of time for completion / commissioning of the project. Thereby services of the Owner's Engineer will also need to be extended. In that case , charges for the Owner's Engineer for the extended period are expected to be paid proportionately with escalation of 5% and 2.5% as in terms of para 3.6.4. ----	It is to clarify that the basic amount will remain fixed and escalation at 7% & 2.5% shall be paid to the Indian and expatriate experts for works executed beyond 54th month. Please refer to our reply at Sr. No.3
112		Form-B : POWER OF ATTORNEY In Consultant shall enclose as Form-C their Power of Attorney in Original	Form C in Page-46 is a Warranty Form. Can the Consultant submit Power of Attorney as per standard norm ?--- Please clarify.	POA & Form-C (Warranty form) are two different requirements. At page-45 of RFP line mentioned as "Consultant shall enclose as Form C their Power of Attorney in Original" may be read as "Consultant shall enclose as Form B their Power of Attorney in Original".
113		Form-H : FINANCIAL DATA Current Income Tax Clearance Certificate's copy is wanted	Issuance of Income Tax Clearance Certificate has been abolished, so submission of ITCC should be deleted. Please confirm.	It is hereby confirmed that Bidder's are not required to submit the Income tax Clearance Certificate.

Annexure-1  
**BILL OF QUANTITIES**

Sr.No.	Deliverable	Cost of Deliverable
1.	Review, vetting, recommending for approval the following:  Design philosophy, assumptions made, Design Basis Report, Design calculations, General Arrangement drawings, Quality Assurance and Quality Control plan, Civil excavation drawings, construction methodology with blasting pattern excavation sequence and detailed support system and Instrumentation, Concrete outline drawings, construction methodology with sequence for concreting, grade of concrete, grouting, reinforcement and embedment details drawings etc, including Review, vetting, recommending for approval the design of E&M and HM works; for the various project components, including but not limited to the following:	
i)	River diversion Works including Cofferdam and Diversion Tunnel	
ii)	Dam Complex	
iii)	Intake Structure	
iv)	Pressure shaft	
v)	Power House Complex, Transformer Hall, Ventilation & Cable ducts, Drainage galleries, MAT etc	
vi)	Draft Tube & Downstream Surge Chamber	
vii)	Tail Race Tunnel & Outfall System	
viii)	Switchyard / Pot Head or any other Civil Structure of the Project etc.	
2	Review, vetting, recommending for approval the Testing & Commissioning procedures.	
3	Preparation of Integrated O&M manuals	
4	Preparation of Project Completion Report	

Sr.No.	Sub-clause	Original Provision	Amended Proposed
<b>A) Amendment in Tax Provisions</b>			
1	3.6.5 (f)	The total Contract price shall be inclusive of – (f) All applicable taxes, duties, royalties, registration charges, insurance cost, any specific tax imposed by the state government etc including withholding tax.	The total Contract price shall be inclusive of – (f) All applicable taxes, duties, royalties if any, registration charges, insurance cost, any specific tax imposed by the state government etc including withholding tax, <b>except service tax. Service Tax shall be paid extra.</b>
2	3.8.4	Payments to be made by Owner to Owner's Engineer under this CONTRACT shall be net of all applicable taxes, duties and charges (including withholding tax, if any) imposed by the Government of India, or any State or political division thereof. Owner shall forward to Owner's Engineer the tax receipts for any Indian withholding tax.	Payments to be made by Owner to Owner's Engineer under this CONTRACT shall be net of all applicable taxes, duties and charges (including withholding tax, if any) imposed by the Government of India, or any State or political division thereof <b>except service tax</b> . Owner shall forward to Owner's Engineer the tax receipts for any Indian withholding tax.

Sr.No.	Sub-clause	Original Provision	Amended Proposed
3	3.8.5	<p>Owner's Engineer undertakes to provide all necessary information, certifications, evidences and details to enable Owner to submit the same to Income Tax authorities in India for the purpose of determination of the rate of withholding tax and for obtaining No Objection Certificate from Income Tax authorities in India for the remittances of fees. In the event of failure by Owner's Engineer to provide such information and details in the time period stipulated by Owner, Owner's Engineer shall be responsible for any excess tax to be withheld as a result of such failure</p>	No Change
4	3.8.6	<p>Owner's Engineer 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. <b>In case the Owner's Engineer is able to obtain tax refund of such withholding tax in assessment of income in any year, Owner's Engineer will reimburse the said amount to Owner.</b> Owner's Engineer hereby agrees to comply with all the tax laws as may be applicable in India</p>	<p>Owner's Engineer 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. Owner's Engineer hereby agrees to comply with all the tax laws as may be applicable in India</p>

Sr.No.	Sub-clause	Original Provision	Amended Proposed
5	New clause (3.25)		<p><b>EFFECT OF CHANGES IN LAW</b></p> <p>If, after the date 28 days prior to the last date for submission of Price Bids for the Contract, there occur in India, changes to any National or State Statute, Ordinance, Decree, or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Consultant, in the execution of the Contract, such additional or reduced cost shall be determined by the Owner and shall be added to or deducted from the Contract Price and the Owner shall notify the Consultant accordingly.</p>
6	New clause (3.26)		<p>The Owner's Engineer shall review, vet &amp; recommend for approval or otherwise all the documents issued by Owner within a maximum period of (ten)10 days from the date of issuance alongwith Owner's Engineer comments.</p> <p>In the event of any delay beyond 10 days, Owner's Engineer shall be subject to Liquidated damages as per sub-clause 3.10.2.</p>

Sr.No.	Sub-clause	Original Provision	Amended Proposed
7	3.10.2	Time is the essence of the CONTRACT. For all delays attributable solely to Owner's Engineer in the agreed overall Schedule, Owner's Engineer shall be subject to Liquidated Damages at one half percent (0.5%) per week or part thereof, subject to a ceiling of <b>10%</b> of the Contract Price. This is also applicable on any change in the scope of Services as per Clause 3.9 of the Contract	Time is the essence of the CONTRACT. Subject to sub-clause 3.26, all delays attributable solely to Owner's Engineer, shall be subject to Liquidated Damages at one half percent (0.5%) of Contract value for the component for which the review and vetting has been delayed per week or part thereof, subject to a ceiling of <b>5% of the Contract Price</b> . This is also applicable on any change in the scope of Services as per Clause 3.9 of the Contract
<b>B) Amendment in Payment Terms</b>			
8	3.7	TERMS OF PAYMENT	
	(i)	An interest free advance payment of Ten percent (10%) of the contract amount shall be paid against submission of Bank guarantee for equivalent amount. <b>This advance will be recovered proportionately from the bills.</b> The advance shall be paid only after the issuance of Notice to Proceed. Advance Bank Guarantee shall remain valid till three months after completion of works	An interest free advance payment of Ten percent (10%) of the Contract value shall be paid against submission of Bank guarantee for advance payment for equivalent amount. The advance payment shall be paid only after the issuance of Notice to Proceed. Advance Bank Guarantee shall remain valid till three months after completion of works.
	(ii)	Thirty percent (30%) of the price against each draft deliverable listed in Item in <b>Annexure – I</b> shall be paid on review, vetting of Design philosophy, assumptions made, analysis, calculations, drawings, construction methodology, Quality assurance and quality control plans, testing & commissioning procedures and submission of details pointing out any short coming, improvements suggestions etc to the Owner and its acceptance by Owner	Forty percent (40%) of the Contract value shall be paid in Equal Monthly Installment. The first such installment shall become payable in the month, in which the Owner's Engineer submits the observations on the first deliverable. The monthly percentage shall be calculated on proratta basis from the said first month till the 54th Month.

Sr.No.	Sub-clause	Original Provision	Amended Proposed
	(iii)	Forty percent (40%) of the price of Deliverables as listed in <b>Annexure – I</b> will be made on review, vetting of incorporation of short coming, improvements suggestions etc suggested vide sub-clause 3.7(ii) and recommendation to Owner for approval the final documents (including drawings) and its approval thereof by the Owner	Twenty percent (20%) of the price shall be paid on successful completion of review & vetting of project component and issuance of "drawings approved for construction" as listed in <b>Annexure – I (Amended Annexure-I of RFP is enclosed herewith)</b> for which review, vetting of Design philosophy, assumptions made, analysis, calculations, drawings, construction methodology, Quality assurance and quality control plans, testing & commissioning procedures and submission of details pointing out any short coming, improvements suggestions, review and vetting of suggested measures to overcome short coming, improvements etc and recommendation to Owner for the final approval of documents (including drawings) and its approval thereof by the Owner has been done.
	(iv)	Ten percent (10%) of the price against each deliverable shall be paid on successful completion of the Project component for which design, drawings has been reviewed, vetted and approved	Twenty percent (20%) of the price against each deliverable shall be paid on successful physical completion of the Project component for which design, drawings have been reviewed, vetted and approved.
	(v)	Ten percent (10%) of the price against each deliverable shall be paid after the successful commissioning of the project	No Change

## Essential requirement to be met in Joint Venture Agreement

The Joint Venture Agreement executed amongst the Parties to the Joint Venture shall essentially include the following requirements:

- 1) **Parties to the Agreement:** Names of the Lead Partner (Leader) and the other Partners.
- 2) **Relationship of Parties:**
  - The Parties to jointly prepare the bid in accordance with the Bid requirement.
  - All negotiations with the Owner in connection with the bid to be conducted by the Lead Partner alongwith other partners.
  - In case, the bid is accepted by the Owner the Contract is to be signed by all the members of the Joint Venture on one side and the Owner on other side. The Parties to be jointly and severally responsible to the Owner for the successful completion of works.
  - The Lead Partner to administer the Contract and to be authorized to incur liabilities and receive instructions for and on behalf of the Joint Venture and the Parties thereto.
- 3) **Lead Partner.**
  - Name of the Lead Partner Company.
  - Authorization from other Partners favouring the Lead Partner Company to submit & negotiate the Bid with the Owner, and Contract follow-up (in case of award).
  - The authorization to be in favour of the Lead Partner and not to the Power of Attorney holder of the Lead Partner.
- 4) **Interest of the Parties in the Joint Venture.**
  - Role of each Joint Venture partner in execution of the work in line with the Specific Experience.
  - Interest of the Parties in the Joint Venture.
- 5) **Term of Agreement.**

From the date of Agreement until the Contract (if awarded) has been fully performed in accordance with its terms and conditions. There shall be no provision for exercising the option of rescinding the Agreement with mutual consent of parties (excepting the case when one of the parties is declared bankrupt).