

Replies of Queries on Request for Proposal Document for Review and Update of DPR and Assisting JKSPDC in bidding process for procurement & construction contract for implementation of 240 MW Kirithai HEP, Distt. Kishthwar, J&KKNIT No.: 01 of 2011 dated:14/03/2011

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1.	Eligibility Criteria, Page 5 of 65	Lahmeyer International	A. ESSENTIAL TO MEET	The essential eligibility criteria will allow all consultants to be eligible. The Criteria may be made stringent. Eligibility Criteria is proposed in Annexure A, which might be considered.	The criteria has been set as per the requirement of JKSPDC
	Clause A-1	SMEC	The bidder should be an established well known reputed Consulting Company/ Organization established under Companies Act 1956 for providing consultancy services in the field of hydro-electric projects	In order to carry out the services for such a project of large magnitude, participation of International firms may be required. In such a scenario, it is requested that this clause may be removed.	No change
	Clause 1.3 page 6 of 65	SMEC	Bidder has to be a single entity. Joint Ventures/Consortiums are not allowed to bid. The proposal document is not transferable	We propose to submit the proposal on behalf of SMEC International in association with SMEC India as a sub consultant which is also 100% owned subsidiary of SMEC International. It may please be confirmed whether the above consultancy arrangement is acceptable to JKSPDC?	Yes
2.	Clause 1.4.1, Page 6 of 65	Lahmeyer International	The bid shall be accompanied with	Kindly confirm that the crossed demand draft will be acceptable from Nationalised/Scheduled Bank in India.	Yes
		SMEC	The bid shall be accompanied with earnest money amounting to Rs. 1,00,000/- (Rupees one lacs only which shall be in the form of a crossed Demand Draft	EMD of INR 50,000 for Parmai HEP had been submitted to JKSPDC which is still lying with JKSPDC. We assume that the EMD referred above will be adjusted against the EMD for the current proposal of Kirithai-I and only balance amount of Rs. 50,000 in the form of crossed demand draft shall be submitted by SMEC. Please confirm by written transmission.	Allowed if the EMD has not been released upto date of submission of bid.
3.	Clause 1.25, Page 9 of 65	Lahmeyer International	Successful bidder shall be required to twenty eight days in the prescribed format.	Kindly provide the formats for the Advance Bank Guarantee and Performance Bank Guarantee	Format shall be provide to the successful bidder

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4.	Clause 2.2 Page 9 of 65 Clause 9.0 Page 41 of 65 Clause 1.10 Page 49 of 65	Lahymer Internatio nal	Price Bid Fees and Other Charges Taxes & Duties	Kindly include the following three Clauses: Statutory variation in taxes, duties and levies occurring after the effective date of Agreement till completion of the assignment and realisation of the payment by the Consultant shall be to the Client's account. In the event of imposition of new taxes, duties and levies after submission of this proposal in relation to this project, but during the tenure of Contract, the Client shall reimburse the Consultant such payments of new taxes, duties and levies.	The Statutory variation after bid submission if any in respect of service tax shall be to the account of the owner
	Clause 2.2 Page 10 of 65	SMEC		We understand that any change in service tax or imposition of any new taxes will be charged extra. Please confirm	The Statutory variation after bid submission if any in respect of service tax shall be to the account of the owner
5.	Clause 3.1 Page 10 of 65	Lahymer/ SMEC/En ergy InfraTech	Team Leader and Members	The Evaluation Criteria is not clear and does not add up to 1500. Kindly clarify/modify.	Clause 3.1 & 3.2 = 1500 points (5 X 50 + 5 X 150) + (250 + 250)
6.	Clause 3.2 Page 10 of 65	Lahymer Internatio nal	All applicant bidders having accordingly	Experience of 3 years is too lenient. Kindly modify it to at least 15 years.	No change
7.	Clause 3.3 Page 11 of 65	Lahymer Internatio nal	Quantum of Business	Kindly confirm that the income that shall be evaluated, will be the income from Consulting Business only, in case of bidders with multiple businesses.	Yes
8.	Clause 3.5 Page 11 of 65	Lahymer/ SMEC/En ergy InfraTech	Performance Certificate..... Size of the Project	The award of points is not clear. Kindly clarify.	Clause 3.1 & 3.2 = 1500 Clause 3.3 = 250 Clause 3.4 = 250 Clause 3.5 = 500 Total = 2500

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9.	Eligibility Criteria, Clause No. 6, Page 6 of 65	Energy Infratech	Bidders, to support and strengthen their credentials in respect of previous experience, may submit along with applications for pre-qualification, performance certificates/ COMPLETION CERTIFICATES testifying successful completion and commissioning of a hydro electric projects having installed capacity equal to or more than 200 MW in aggregate for which the consultancy stood provided by the bidder in last 10 years	The two statements contradict each other. Please confirm whether the minimum capacity for the project is 200 MW or 250 MW.	200 MW Clause 3.5 of the document shall deem to have been amended accordingly.
	& Section-III, Clause 3.0, sub-clause 3.5, Page 11 of 65		& Performance certificate testifying successful completion and commissioning of assignment of Design, EPC at least one hydro electric project having capacity equal to or more than 250 MW for which the consultancy stood provided:250 points.		One Hydro Electric Project having capacity equal to or more than 200 MW for which Consultancy stood provided: 500 points.
10.	Evaluation Criteria	SMEC		Presently the weightage of Technical and Financial Proposal is 50:50. Being the technical consultancy works, the technical proposal shall have more weightage and so it is proposed that the weightage may be changed to 90:10. Also, there shall be some marks to Technical Approach and Methodology	No change
11.	Clause 1.4 Page 17 of 65	Lahmer International	The Owner will... inputs	The Client shall also get the additional Surveys & Investigations (if any) done, and provide the reports of the same to the Consultant. Please Confirm.	Yes, if there are DPR level investigations required, with full justification to be given to owner

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12.	Clause o) Construction Schedule/ Page 22 of 65	SMEC	The construction and installation program for each package shall be developed on the basis of the detailed study of all activities involved and of the construction techniques planned.	Number of packages for the EPC contract to be prepared has not been mentioned. As the number of packages to be prepared will have cost implication on the financial proposal, it is requested to provide details of the packages for the EPC contract.	The decision shall be taken by the owner at its discretion at the appropriate time.
13.	Clause 1.A (q) Page 22 of 65	Energy Infratech	R&R issues : Consultant is required to provide a detailed assessment of submergence of property, villages, roads, cultivation etc and has to work out a suitable R&R plan along with costing, In consonance with EIA/EMP Plans.	In this regard it may be clarified, whether approved EIA /EMP report would be made available to the consultant or it is expected from consultant to collect the baseline field data for developing R&R plans.	Draft EIA / EMP report would be provided by JKSPDC as soon as the same is made available to it by the Consultant already engaged for the purpose.
14.	Clause, 1.A. (n), Page 22 of 65	Energy Infratech	CONSTRUCTION MATERIALS: Consultant shall verify availability at locations indicated as well as properties, characteristics and adequacy as indicated in the available documents and if necessary, suggest suitable alternatives.	If required, Will JKSPDC carryout the required lab & field tests to determine the properties , characteristics etc for construction material ?	Yes, if recommended by the consultant, subject to the owners satisfaction about the requirement.
15.	Clause 1.0, Subpoint B, Subsubpoint c) Page 23 of 65	Lahymer International	The DPR in draft form shall be along with two copies in soft form	Kindly provide a firm time within which JKSPDC shall give its comments on the deliverables, failing which, the deliverables shall be considered accepted. The time schedule of the Consultant for submission of deliverables shall also depend on this timeline of the Client.	The owner shall provide its inputs/ comments on deliverables in 15 days expect draft DPR where the comments shall be expedited within one month
16.	Clause 1.0, Subpoint D Page 23 of 65	Lahymer International	Knowledge Sharing & Transfer. The Consultant shall also.....Supervision Consultant.	The Scope and extent of knowledge transfer is not clear. Kindly elaborate.	Knowledge transfer shall be in shape of documents / presentations what so ever have been prepared during the period of assigned activities. The maximum time for this would be six months after completion of assignment.
17.	Clause 5.0 Page 23of 65 and 24 of 65	Lahymer International	Cost Offer The total cost is all inclusive.....No advance payment shall be made by JKSPDC	This clause is in contradiction to Clause 2.0. Kindly modify accordingly.	Clause 2.2 (Price bid). This quote should include all tax liability under Income tax, professional tax, or any other tax existing or likely to be imposed except service tax which shall be indicated separately.

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18.	As per Para 1.0 (B) (page No. 23) And as per Form No. F-4 (Work Plan & Time Schedule)	Synergi cs/ Wapcos		Scope of work, the period of completion of assignment is 250 days. While as Form No. F-4 (Work Plan & Time Schedule) the assignment is to be completed in 180 days. Please clarify the time of completion of the assignment.	250 days.
19.	Para 1.0 B, c & d, page 23 (scope of work)	Synergi cs Hydro		Consultant will incorporate JKSPDC's comments on Draft DPR. Time for issue of JKSPDC's comments for incorporation and submission of Final DPR will enhance the overall time period of the assignment	The owner will quote its comments within 30 days of submitting of draft DPR
20.	According to Form No. F-4 (Page 32) and as per Clause 5, page 23 (scope of work)	Synergi cs Hydro		According to Form No. F-4 the methodology and work plan are required to be submitted with bid while as per clause 5, the methodology and work plan is required to be submitted with in 15 days from issue of Letter of Award.	The work plan and methodology is to be submitted with in 15 days of letter of award.
21.	Page 26 of 65 Schedule of Payment	Synergi cs Hydro		Generally approval of DPR by CEACWC/Indus Valley Commission takes about 1½ to 2 years a provision of 20% payment on approval of DPR as given in the schedule of payment (page-25) appears to be very high. It should be reduced to 5%	This is not agreed to.
22.	Form No. F-9 Page 38 of 65 and Form F-5 Page 33 of 65	Synergi cs Hydro		Lumsun price in the (Form No. F-9) will include contingent expenses, cost of back office support and profits, in addition to the expenses on the team members. Therefore, the total cost in Form F-5 will not be the same as in the Lumsun price in the Form F-9. Kindly Confirm.	Necessary apportionment of the backup team cost may be made in Form F-9 to have uniform price in both forms
23.		Synergi cs Hydro		All basic data required for clearance from CEACWC/Indus Valley Commission shall be made available by JKPDC. Please confirm	All relevant data available with JKSPDC shall be provided to the Consultant.
24.		Synergi cs Hydro		In case, all basic hydrological & meteorological data and geology required for updation of DPR as per CE A 2011 guidelines is not made available by JKPDC and due to which the approval by CEACWC is not accorded, the consultant should not be held responsible for it. Kindly confirm	Yes

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25.	Clause 6.2, Module I & Module II Page 60 of 65 & Page 27 of 65	Lahymer International	Payment of 5% retained shall be released by JKSPDC separately.	Kindly modify the clause as: Payment of 5% retained shall be released after sharing & transfer of knowledge to PMC appointed by JKSPDC separately, or at the end of 2 months from the date of Execution of EPC Contract with the selected bidder for development of project on approval of JKSPDC, whichever is earlier.	Six months
26.	Clause 11.c Page 44 of 65	Lahymer International	The JKSPDC may, in their and cost' liability	Notwithstanding anything else in the Agreement, the maximum liability of the Consultant shall be 10% of the remunerations received under the Agreement till date of Termination. Kindly confirm. Kindly include the following: i. The Consultant shall not be liable for any part of the work not designed by him or under his responsibility or which has not been constructed under his supervision ii. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against any damages, liabilities or costs, including reasonable attorney's fees and defence costs, arising from or allegedly arising from or in any way connected with the unauthorized modification/ use of the Consultant's documents by the Client. iii. The Consultant's liability under the Agreement shall cease on the completion of the Consultant's services or termination of the Agreement iv. The Client shall keep indemnified the Consultant against all claims from any third party, arising from the provision of Consultant's Services	This is as per the standard guide lines approved by the BoD, JKSPDC and as such no change can be made. ---do--- ---do--- ---do--- ---do---
27.	Clause a., Page 48 of 65	Lahymer International	Preparation of pre-qualification (RFQ).....process	Kindly include as clause a: Review and Updating of existing DPR	This is general format of the contract. Necessary corrections shall be made at the time of execution.


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28.	Clause 1, sub-clause 1.1(b) Page 49 of 65	Lahymer International	"Contract" means... Consultants	Clause 2.5 has been mistakenly referred as Clause 2.6.	This is general format of the contract. Necessary corrections shall be made at the time of execution.
29.	Clause 1, sub-clause 1.1(c) Page 49 of 65	Lahymer International	"Effective Date"..... hereof;	Clause 2. has been mistakenly referred as Clause 2.1.	This is general format of the contract. Necessary corrections shall be made at the time of execution.
30.	Clause 1, sub-clause 1.1(h) Page 49 of 65	Lahymer International	"Starting Date".....hereto;	Clause 2.2 has been mistakenly referred as Clause 2.3.	This is general format of the contract. Necessary corrections shall be made at the time of execution.
31.	Clause 1, sub-clause 1.1(f) Page 49 of 65	Lahymer International	"Sub consultant".....and	Clause 3.6 has been mistakenly referred as Clause 3.5.	This is general format of the contract. Necessary corrections shall be made at the time of execution.
32.	Clause 15.00 Page 45 of 65 Clause 2.8 Page 53 of 65	Lahymer International	Termination of Contract Suspension	Kindly include the following: In the event that the Client fails to pay any amount due in accordance with the Terms and Method of payment and fails to remedy such failure within 10 calendar days after receipt of written notice by the Consultant, the Consultant shall reserve the right to suspend the work until the settlement of such failure. Nevertheless the Consultant shall receive such portion of the Contract value which corresponds to the portion of Services performed by or committed to be performed by the Consultant up-to the date of suspension. If the Client does not settle the amounts due within 30 days after the date of suspension, the Consultant may terminate this Contract by providing a written notice to the Client for a period of fifteen (15) calendar days	This is not agreed to.

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33.		Energy Infracore	Consultant has to examine various alternative layouts of the Kirithai –I before suggesting the conclusion. The consultant is required to rank the alternatives , techno-economically. In order to finalize the layout of the scheme, some site investigations like topographical survey / geological mapping / drilling / drifting / geo-physical tests, Laboratory test for determination of rock parameters, specialized studies for determination of seismic parameters etc might be required.	Will JKSPDC carryout any additional site investigation / studies / tests etc required for Review & Upgradation of DPR.	Yes. If the suggested investigations are DPR level and subject to the justification given to owner.
34.		Wapcos		Number of the copies of the Bids to be submitted along with the original copy may be intimated.	One original + two copies.
35.		FVL	Size of the Project	We understand from discussions that while the current capacity is 250 MW, the project has a likelihood to be increased upto ~ 600 MW. Considering this size and the precedence in this country with majority of the large projects in India undertaken by the Government Sector, there are few players who would have the relevant expertise to undertake this exercise	The eligibility of single entity is maintained and JV's / consortiums or not allowed to bid.
36.		FVL	Cost Competitiveness	Considering the above scenario, there is a need that relevant expertise is sourced from reputed international consultants, which could turn out to be exorbitant – A consortium with a local partner could help in both making it more economical as well as ensure that local framework and factors are considered while finalizing the DPR as well as play a key role in getting the same approved	


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