

S. N O.	Page No.	Chapter	Item /Clause	Description as per RFP	Clarifications required	JKSPDC reply
1	3 of 48		INVITATION Of BIDS	___in case of commencement of phase II is delayed by 12 months from the date of signing of the contract, the parties will mutually decide about the further course of action. In case deemed necessary by the owner can terminate the contract, before commencement of Phase II, without any liability accruing to either party under Phase II.	It is requested that Cut-off date for starting of this 12-month delay period be specified. The Phase-II actually starts before end of Phase- I and major work on framing of bid documents (complete in all respects) is to be done before final approval / clearances of DPR. Owner is requested to release the payments as per price breakup for the work done on bid documentation, evaluation & submissions, till date of termination in case Phase-II does not commence.	Bid conditional shall prevail.
2	4 of 48		Schedule of activities:, Date & Time	Pre bid conference : 28.01.2019	Date should be 28-12-2018 in place of 28-01-2019	Pre bid conference was held on 28.12.2018 as per schedule
3	5 of 48	Section I, LETTER OF INVITATION	1. Eligibility criteria, Item 1.1	------(which must have been accorded Techno Economic Clearance by the CEA (or any other competent authority of the central/state Government in case the project falls outside the purview of the CEA) for at least 1. No. of Hydro Electric project of installed during the last ten (10 years)	Owner is requested to Include concerned authority of the Country in case of overseas International assignments. DPRs submitted but not accorded TEC may also be considered. The number/capacity of projects for prequalification is required to be suitably increased to attract experienced and resourceful bidders.	In case of projects in counties other than India, approval accorded by designated authorities of that country, shall also be accepted. Bid conditions shall prevail. Bid conditions shall prevail.
4	5 of 48	----do---	2. Eligibility criteria,shall also provide evidence of eligibility, satisfactory to JKSPDC shall	Owner is requested to clarify that the requirements for evidence of eligibility is presumed to be only in support of	Agreed

			Item 1.3	reasonably request.	eligibility criteria specified in the RFP and not any other criteria that Owner may add after replies to pre bid queries.	
5	5 of 48	-----do- ---	2. Eligibility criteria, Item 1.4have been working with the company for at least one year.	New / Fresh Members, if specifically engaged / hired for this assignment, even if they were not previously working with the Company, are also requested to be considered, to ensure better qualified and experienced team.	Accepted
6	6 of 48	-----do-- --	2. Eligibility criteria, Item 1.6	-----the bidder can utilize 100% technical and financial credentials of its Parent / Holding Company and/ or any other subsidiary company/Companies,	It is presumed that in case of Partnership / JV / Consortium, bidder can utilize the Technical and Financial Credentials on pro rata basis as per bidder's share in the Partnership / JV/ Consortium.	The bid condition is modified as under:- Clause 1.6 SECTION I, LETTER OF INVITATION:- Bidder must fully meet the eligibility criteria specified in the bid document. Bidder cannot use technical or financial credentials of its parent/holding company and/or any other subsidiary company/ companies, which are wholly owned by the same parent company. In case bidder is Partnership firm/JV/Consortium, the bidder must jointly meet the eligibility criteria specified in the bid document.
7	6 of 48	-----do--- -	2. Eligibility criteria, Item 1.8 Financial (i)	Turnover: Average annual turnover of the bidder from consultancy assignments during the last three years must not be less than Rs. 65 Lacs.	May kindly add Rs 65 lacs or equivalent in foreign currency for overseas assignments. The Financial Turnover is requested to be increased suitably to ensure participation by resourceful and experienced bidders.	Bid condition is modified as under:- Average annual turnover of the bidder from consultancy assignments during the last three years must not be less than Rs. 100 Lacs (or equivalent USD for foreign bidders). For foreign bidders, INR/USD exchange rate shall be as

						indicated on the website of Reserve Bank of India on the date 07 days prior of submission of bid)
8	6 of 48	-----do-- ----	2. Eligibility criteria, Item 1.9	-----accorded Techno Economic Clearance by the CEA or any other competent authority of the Central/ State Government in case the Project falls outside the purview of the CEA.	May kindly add Including concerned authority of the country in case of Overseas International assignments. DPRs submitted but not accorded TEC may also be considered.	May refer reply against S.No 3 above.
9	6 of 48	-----do--- --	-----do-----	The above stated requirements are minimum, and J&K State Power Development Corporation reserves the right to request for any additional information as may be required.	Owner to clarify that the requirements for evidence of eligibility is presumed to be only in support of Eligibility Criteria specified In the RFP and not any other criteria that Owner may added by Owner after receipt of pre-bid queries.	May refer reply against S.No 4 above.
10	8 of 48	SECTION II INSTRUCTIONS TO BIDDERS	2. Instructions to bidders: - Item 2.16	-----bank guarantee, as per Appendix E of amount not less than 10% (ten percent) of the total value of the contract and--- ----	The Performance Guarantee may kindly be reduced to maximum of 5%.	Accepted
11	8 of 48	----do---- --	2. Instructions to bidders, Item 2.17	Date of start for providing of consultancy services shall be as specified in the contract agreement or notice to proceed to be issued under the contract agreement, whichever is later.	The effective date of start is requested to be reckoned as 10 days after the signing of agreement.	Accepted
12.	15 of 48	Section III INFORMATION	FORMATS FOR TECHNICAL PROPOSAL	----- The complete process is scheduled to be completed in 360 days from the date of start	The time schedule is very tight / impracticable and needs to be extended at least to 450 working days and not the calendar days, in view of harsh working	A grace period of 100 days, subject to approval of the Owner, shall be granted for completion of the assignment keeping in view the

		N TO BE FURNIS HED BY THE BIDDER S	ITEM- FORM NO: 4	under the contract.	conditions at site due to extreme weather conditions, Heavy Snow & Frost, accessibility & road conditions, transportation etc. In addition, the area remains cut off due to heavy snow fall from Mid-October to End of April. The completion period is requested to be excluding non-working days from 15th October to 30th April and also excluding the time taken by Owner in sharing documents / data / Maps etc required by consultant and also excluding the days taken by Owner in communicating their comments / approvals for various documents / designs/ reports submitted by consultant.	harsh climatic conditions in the project area. Grace period shall be applicable only to Phase-I of the scope of services.
13	21 of 48	SECTIO N-III, INFOR MATIO N TO BE FURNIS HED BY THE BIDDER S	FORM No. 9, Schedule of price bid, Note: -	The prices shall remain FIRM till completion of the Assignment. No escalation shall be payable under the contract.	Owner is requested to include escalation from the date 28 days prior to submission of price bids on account of harsh site conditions with very limited working period and also because the tendering process till award of contract is normally a long-drawn process due to repeated clarifications required to be sought from bidders and for various approvals required from Owner / statutory authorities.	The bid condition is modified as under:- The prices shall remain firm till 360 days from the date of submission of bid. Price escalation as per following formula shall be allowed only in case of delays not attributable to the consultant. $R_1 = R_{10} \times [0.1 + 0.9I_1/I_{10}]$ Where R_1 is the adjusted rate, R_{10} is the rate payable on the basis of the rates set forth in Appendix E, I_1 is the Consumer Price Index (CPI) for combined applicable for the State of J&K as issued by The Central Statistics Office (CSO), Ministry of Statistics and Programme

						Implementation, Government of India for the first month for which the adjustment is to have effect in the manner as mentioned above and I ₁₀ is the Consumer Price Index (CPI) combined applicable for the State of J&K as issued by The Central Statistics Office (CSO), Ministry of Statistics and Programme Implementation, Government of India for the month of submission of bid.
14	24 of 48	SECTION-IV, EVALUATION CRITERIA/PROCEDURE (QCBS):	4. Evaluation Procedure: - 1.1 Technical Criteria	The bidders should have on its regular roll, working for at least last one year, minimum 05 Senior level Key consultants, at least one each in the fields of---	New Members, if specifically engaged / hired for this assignment, even if they were not previously working with the company, are also requested to be considered, to ensure better qualified and experienced team.	May refer reply against S.No 5 above.
15	24 of 48	---do-----	4. Evaluation Procedure: 1.1 Technical Criteria, Item 1.1.1 Team Leader and members: Team	-----Points for 3-year Diploma with Minimum 18 years working experience: Qualification: 2 Experience: 5	To ensure quality services & delivery, Owner is requested to keep minimum qualification as Graduation in relevant fields for all the 5 Key persons. Diploma Holders cannot be assigned such important assignments of design and DPR Preparation.	Accepted. Modified clause 4.1 of SECTION-IV (EVALUATION CRITERIA/PROCEDURE (QCBS) is enclosed as annexure P .
16	24 of 48	-----do-----	-----do-----	-----Professional having maximum experience of all the responsive bidders, shall get full points.	The maximum of 100% points are requested to be given on individual basis and not only in case when all the 5 key persons of any specific bidder have highest experience amongst all the	Points shall be given on comparison of experience of individual professionals only.

					key members of all the bidders. Highest Points are normally given individually to such a key member of a particular field (Civil / Electrical /Mech/Geology), who has the highest experience in the relevant field amongst his counterparts of other bidders in the same field.	
17	24 of 48	----do----	-----Team leader	-----preparation of DPR of at least three Hydro electric projects having installed capacity of 14 MW or above, would earn 07 points and Team Leaders of such experience for maximum number of project among the bidders, would get full 10 points.	Instead of giving highest points for maximum number of projects of capacity 14 MW & above, Owner is requested to consider the cumulative capacity of the projects above 14MW. Key persons having experience of much larger mega projects, say 2 projects of about 500 MW (Total = 1000 MW) capacity or so will get lesser points than a key person having experience of 3 projects of just 14 MW (Total = 42 MW). In this case, the purpose of QCBS to get the best experienced and resourceful consultant will otherwise get defeated.	Refer annexure P .
18	25 of 48	-----do-----	-----1.1.2 Quantum of business:	-----The bidder having the average annual turnover of Rs. 50 lacs for the last 3 years would be given 14 points.	The average annual turnover for last 3 years is requested to be increased to Rs. 50 Cr. To ensure participation by resourceful and experienced bidders.	May refer reply against S.No 7 above.
19	25 of 48	-----do--	-----1.1.3 Previous experience of providing consultancy service for HEP:	-----experience of preparation of DPR for at least one project of installed capacity of 14 MW would be given 25 points-----	Maximum points are requested to be awarded to the bidder who has completed DPR's of highest cumulative capacity and not on the basis of highest number of DPR's above 14 MW capacity	May refer reply against S.No 15 above.

20	27 of 48	SECTION N-V, TERMS OF REFERENCE	5.1 Scope of work, Item 5.1.1 (e)	Primary (Cross-section survey bed sediment sampling, suspended sediment sampling if data is not available) and secondary data (hydrology data, river flow data, sediment data, catchment data) collection if not available.	The specimen random sampling in the field is presumed to be conducted only in the initial period of 40 days during completion of field topographical surveys.	The Owner will provide relevant GT sheets for the project. Arranging all other data and conducting all surveys, investigations etc required in terms of applicable guidelines/codes for preparation of DPR and tender document, is deemed to be included in the scope of services of the Consultant.												
21	27 of 48	-----do-----	-----5.1.2	-----However, any data required by the Consultant for the successful completion of this assignment shall have to be arranged by the consultant and JKSPDC shall not be expected to provide this	The basic long term historic Hydrological, Silt and Meteorological data, including latest GT maps of SOI, required for the project design/DPR are requested to be provided by the Owner, free of costs, within one week of effective date of commencement as same can't be arranged or fabricated by the consultant and it is deemed that the consultant is only supposed to analyse the said data for design purposes. Delay, if any, caused by the Owner, in sharing such data with the consultant is requested to be to the account of the Owner.	May refer reply against S.No 20 above. Delay in providing said GT sheets shall entitle the consultant to extension of time in completion of the contract.												
22	28 & 29 of 48	-----do-----	-----5.2 Tentative timelines of the assignment	<table border="1"> <thead> <tr> <th>Activity</th> <th>Time (in days)</th> </tr> </thead> <tbody> <tr> <td>1. Letter of Award/ Letter of Intent.</td> <td>T₀</td> </tr> <tr> <td>2. Submission of work plan and methodology and approval</td> <td>T₀ + 15</td> </tr> </tbody> </table>	Activity	Time (in days)	1. Letter of Award/ Letter of Intent.	T ₀	2. Submission of work plan and methodology and approval	T ₀ + 15	The time lines are very tight and impracticable in view of harsh working conditions and remoteness of the area. Owner is requested to modify the same as suggested hereunder and this time period is requested not to be the calendar days but net working days excluding the non working days during winter from 15th October to 30th April.	Revised time schedule shall be as under:- <table border="1"> <thead> <tr> <th>Activity</th> <th>Time (in days)</th> </tr> </thead> <tbody> <tr> <td>1. Letter of Award/ Letter of Intent.</td> <td>T₀</td> </tr> <tr> <td>2. Effective date of contract subject to clause 2 of</td> <td>T₀ + 10</td> </tr> </tbody> </table>	Activity	Time (in days)	1. Letter of Award/ Letter of Intent.	T ₀	2. Effective date of contract subject to clause 2 of	T ₀ + 10
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				of JKSPDC.		<p>In addition , the time periods shown are requested to be excluding the time taken by Owner in sharing of basic data , documents , maps etc as may be required by the consultant and also the time taken by Owner in giving comments / approvals for the DPR documents / reports submitted by consultant.</p> <ol style="list-style-type: none"> 1. T₀ 2. T₀ + 45 3. T₀ + 60 4. T₀ + 75 5. T₀ + 120 6. T₀ + 145 7. T₀ + 165 8. T₀ + 200 9. T₀ + 300 10. T₀ + 230 11. T₀ + 260 12. T₀ + 320 13. T₀ + 350 14. T₀ + 380 15. T₀ + 400 16. T₀ + 450 	contract agreement.		
				3. Completion of topographical surveys and submission of report.	T ₀ + 40			3. Submission of work plan and methodology and approval of JKSPDC.	T ₀ + 40
				4. Submission of Hydrology and design flood chapter.	T ₀ + 40			4. Completion of topographical surveys and submission of report.	T ₀ + 55
				5. Completion of Geotechnical & Geophysical Investigation & furnishing of report.	T ₀ + 80			5. Submission of Hydrology and design flood chapter.	T ₀ + 70
				6. Submission of chapters on power potential and design.	T ₀ + 100			6. Completion of Geotechnical & Geophysical Investigation & furnishing of report.	T ₀ + 100
				7. Submission of Draft DPR	T ₀ + 130			7. Submission of chapters on power potential and design.	T ₀ + 120
				8. Submission of Final DPRs.	T ₀ + 160			8. Submission of Draft DPR	T ₀ + 150
				9. Clearances from Indus Commission of India / Forest/PCB and other statutory bodies	T ₀ + 200			9. Submission of Final DPRs.	T ₀ + 180
				10. Submission	T ₀ + 180			10. Submission of application for clearances from Indus	T ₀ + 200

				of draft tender documents complete in all respects		Commission of India, PCB and other statutory bodies like SWRRA).	
				11. Invitation of bids	T ₀ + 200	11. Submission of draft tender documents complete in all respects	T ₀ + 200
				12. Submission of bids	T ₀ + 250	12. Invitation of bids	T ₀ + 230
				13. Submission of Technical bid evaluation report	T ₀ + 280	13. Submission of bids	T ₀ + 270
				14. Opening of price bids	T ₀ + 290	14. Submission of Technical bid evaluation report	T ₀ + 290
				15. Submission of Financial bid evaluation report	T ₀ + 300	15. Opening of price bids	T ₀ + 300
				16. Award of contract	T ₀ + 320	16. Submission of Financial bid evaluation report	T ₀ + 310
						17. Award of contract	T ₀ + 340
						5. Geophysical investigations are not required for such small projects. Needs to be deleted.	
						9. Forest clearance needs to be deleted as same is within the scope of Owner. It is also presumed that Environmental studies (EIA & EMP) are not required	
						The Scope of services of the consultant shall included carrying out all investigations as required under the applicable guidelines/ codes.	
						Forest clearance shall not be within the scope of the consultant. However, the consultant shall	

					to be conducted by the consultant. Kindly clarify.	furnish detailed location of land required for various activities/components of the project. Requirement of EIA & EMP studies shall be governed by the applicable regulations/guidelines. In case EIA & EMP studies are required in terms of guidelines, same shall be deemed to be included in the scope of the Consultant.
23	29 of 48	----- -do----- -	-----5.3 Schedule of payments:- ITEM 5.3.1 Preparation of DPR (Phase I)	1.Approval of topographical survey and geotechnical investigation / geological mappings reports and Hydrology by JKSPDC. _____ 15% 2.Approval of Power Potential and layouts / drawings, by JKSPDC____ 15% 3.Draft copy of DPR _____ 15% 4.Final copy of DPR _____ 25% 5.Accord of Techno Economic Clearance to the DPR by Competent Authority of JKSPDC. 20% 6.Clearance from IWT _____ 10% Total (incl. taxes) _____ 100%	The terms of stage payments are extremely tight and are requested to be modified as shown hereunder as maximum expenditure and inputs will be made on field surveys, field visits , geotechnical investigations , collection of other field data and initial documentation. 1. 60% 2. 15% 3. 15% 4. 5% 5. 3% 6. 2% Payment for item 1 & 2 (Topographical surveys and geotechnicaland power potential and layouts/ drawingsmay be kept on submission and not on approval	Refer reply against S.No. 52
24	29 of 48	----- do----- ---	-----5.3 ITEM 5.3.2	1. Submission of draft tender document_____15%	The payment schedule is very harsh and same is requested to be modified as under, as maximum work is to be done	Refer reply against S.No. 52

				<ol style="list-style-type: none"> 2. Submission of final tender document_____10% 3. Submission of pre-bid replies_____5% 4. Submission of evaluation report of technical bids____25% 5. Submission of evaluation report of financial bids____10% 6. Submission of complete and final contract document alongwith all annexure/appendices etc to be signed with the contractor/s_____25% 7. Signing of the Contract with the contractor/'s _____10% 	in initial documentation: <ol style="list-style-type: none"> 1. 30% 2. 10% 3. 10% 4. 25% 5. 15% 6. 8% 7. 2% 	
25.	29 & 30 of 48	----- do----- -	5.3 ITEM 5.3.2	----- in case commencement of phase II is delayed by 12 months from the date of signing of the Contract, the parties will mutually decide about the further course of action. In case deemed necessary by the owner, the owner can terminate the contract before commencement of phase II, without any liability accruing to either party under Phase II.	It is requested that Cut-off date for starting of this 12-month delay period to be specified. The Phase – II actually starts before end of phase – I and major work on framing of bid documents (complete in all respects) is to be done before final approval / clearances of DPR. Owner is requested to release the payments as per price break up for the work done on bid documentation , evaluation & submissions , till date of termination in case Phase-II does not commence.	May refer reply against S.No 1 above.

					and the like, as per requirements.	
28.	35 of 48	-----do----- -	----- ITEM 1.10 Taxes and Duties	The consultant and the personnel shall pay the taxes, duties, fees, levies-----under the existing, amended or enacted laws during life of this contract-----as may be lawfully imposed.	Taxes / Duties / Levies / Cess / GST etc as applicable 28 days prior to submission of bids shall be deemed to be included in the price bid and any change thereafter due to change / amendments in these tax structures and in laws shall be to the account of the owner.	Agreed
29.	35 of 48	-----do- -----	2. Commencement, Completion, Modification and Termination of Contract. ITEM Effectiveness of Contract:	2.1 Commencement of Services: The Consultant shall begin carrying out the Services immediately viz. from the date of issue of LOI/Letter of Award-----, whichever is later. 3.1 Expiration of Contract: Unless terminated earlier pursuant to Clause 2.9 hereof, this Contract shall terminate when, -----	2.1 The effective date of start is requested to be reckoned as 10 days after the signing of agreement. 3.1 Clause 2.9 not specified in RFP. It should be clause 8.1	Agreed. Refer to reply against S.No.11. Refer reply against S.No. 26.
30.	36 of 48	-----do-----	6.1 Force Majeure: 2.6.1 Definition ITEM (a)	For the purposes of this contract, “ Force Majeure” means an event which is beyond the reasonable control of a party-----and includes, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions,	The period of harsh weather conditions at site and inaccessibility due to blockage of road during winter from 15 th October to 30 th April are deemed to be included in force majeure under adverse weather conditions.	May refer reply against S.No. 12

31.	37 of 46	-----do- -----	----- 6.1 Force Majeure: ITEM 2.6.5 Consultation:	Not later than thirty (30) days after the consultant, as the result of an event of Force Majeure, Suspension: The client may, ----- ------(ii) shall request the Consultant to remedy such failure within a period not exceeding three weeks after-----	It is deemed that this clause shall be applicable in case of force majeure conditions other than winter periods of adverse weather conditions from 15 th October to 30 th April as this is a permanent feature for the site and shall have to be automatically excluded from the completion period of various milestones and granted extension for such periods. Notice period for suspension is requested to be not less than 3 weeks instead of not exceeding 3 weeks. To have a level play, consultant may also give a similar notice of suspension of work in case the Owner fails to fulfil its obligations such as timely sharing of basic data/documents/ maps, comments & approvals on submissions, payments within specified period of 28 days , compliance to arbitration award , if any ,within the specified period and the like.	May refer reply against S.No. 12. Bid provision shall prevail. Bid provision shall prevail.
32.	37 of 48	----- do-----	----- 8.1 Termination ITEM 2.8.1 By the Client	The client may, by not less than three (03) weeks written notice of termination to the Consultants -----, terminate this Contract:	A similar clause for Termination by Consultant is also requested to be included to have a level play, which shall be applicable in case Owner after a 3 weeks notice by consultant, fails to fulfil its obligations such as Timely sharing of basic data / documents Maps , comments & approvals on submissions , payments within	Consultant shall also have right to terminate the contract. Clause 2.9.2 is added as under: By the Consultant <i>The Consultant may, by not less than thirty (30) days' written notice to the Owner, such notice to be given after the occurrence of any of the events specified in</i>

					<p>specified period of 28 days , compliance to arbitration award , if any, within the specified period and the like.</p>	<p><i>paragraphs (a) through (d) of this Clause GCC 2.9.2, terminate this Contract:</i></p> <p><i>(a) if the Owner fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;</i></p> <p><i>(b) if the Owner is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed to in writing) following the receipt by the Owner of the Consultant's notice specifying such breach;</i></p> <p><i>(c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</i></p> <p><i>(d) if the Owner fails to comply with any final decision reached</i></p>
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						<i>as a result of arbitration pursuant to Clause GCC 8 hereof.</i>
33.	38 of 48	-----do- -----	-----8.1 Termination ITEM 2.8.1 By the Client ITEM f)	F) If the Owner in its sole discretion and for any reason whatsoever," decides to terminate this Contract.	This clause is requested to be replaced by Foreclosure instead of Termination.	Bid provision shall prevail.
	38 of 48	----- do----- -	-----2.8.2 Cessation of Rights and Obligations:	Upon termination of this contract pursuant to Clause 2.1 or 2.8-----Clause 2.3	Clauses 2.1 and 2.3 pertaining to Termination are not specified in the RFP	Refer reply against s.No.26
35.	40 of 48	-----do- -----	3. obligations of the consultant, 3.4 Liability of the Consultants,III In the event that the Consultant is in default of his duties in performance of the services ----- -----, within a period of 15 days from the date on which such defects, deficits-----	The period of rectifications of such defects / deficits, is requested to be not less than 3 weeks.	Agreed
36.	41 of 48	----- do-----	3.6 Consultant's Actions Requiring Client's Prior Approval:	The consultant shall obtain the Client's prior approval in writing before taking any of the following actions: <u>a) Appointing Personnel to carry out any part of the Services,</u>	Owner is requested to consider that the consultant should be fully authorized to appoint his personnel of requisite qualification and experience as defined in the contract at his own level with such terms & conditions as required for fulfilment of their respective assignments. Owners approval shall be sought only in case of replacement of the nominated personnel.	Agreed

37	42 of 48	----- do-----	4.4 Removal and/or Replacement of Personnel	(c) Any replacement under Clauses (a) and (b)(i) above ----- ----- the remuneration to be paid to any of the Professionals (Category A and B) provided as a replacement shall be 95% of the remuneration which would have been payable to the Professionals replaced.	All replacements including those on medical grounds are requested to be without any deduction in remuneration of professionals.	Clause 4.4 (C) is hereby deleted.
38.	43 of 48	----- do-----	6. Schedules for delivery of services & payment to the consultant:	6.4 The Client shall cause the payment of the Consultant as per----- within twenty-eight (28) days----- ----- But if the progress is not satisfactory ----- the payment may be withheld and penalty @ 1% of the total cost of the assignment per 1 day of delay (but not more than 10% of the total cost).	The penalty for delay is very harsh and owner is requested that it should not be more than 0.05 % per week on the cost apportioned for the particular assignment / milestone which is delayed and not on the total awarded cost. Similarly in case of delay in payments by Owner, beyond 28 days , it is requested to include that the consultant shall be entitled to charge interest on compound basis @ 18% Pa calculated on daily basis .	Clause is modified as under:- <i>The Owner shall cause the payment of the Consultant periodically as given in schedule of payment above within forty five (45) days after the receipt by the Owner of bills with supporting documents. Only such portion of claims that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Owner may add or subtract the difference from any subsequent payments. Interest at the rate of 9% pa shall become payable from the above due date on any amount due, but not paid within such due date. But if the progress is not satisfactory and according to agreed work program/schedule, the payment may be withheld and penalty @ 0.05% of the total cost of the assignment per week of delay (but not more than 5% of the total cost) shall be imposed and</i>

						<i>accordingly deducted from the due payments of the Consultant.</i>
39.	44 of 48	----- do----- --	7. Fairness and Good Faith:	7.2 Operation of the Contract: ----- -----if during the term of this Contract, either party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree ----- -----, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in	It is presumed that in case amicable settlement does not mature then it will automatically give rise to dispute whereafter either party shall have right to go for arbitration.	yes
40.	45 of 48	----- do----- -	List of Appendices to form part of the contract: -	1 APPENDIX A 2 APPENDIX B 3 APPENDIX C 4 APPENDIX D 5 APPENDIX E 6 APPENDIX F 7 APPENDIX G	None of these Appendices are attached with the RFP, which may kindly be shared.	These documents are part of the bid document and shall be attached as appendices at the time of signing of the agreement.
41	4 & 9 of 48		NIT , Schedule of activities, Article 2.24, Section II, ITB.	Pre-Bid Meeting Date: 31/12/2018 A pre-bid meeting shall be held in the office of the Executive Director, Civil, JKSPDC, Corporate Office to clarify issues on any matter that may raised at that stage.	Since our office is closed for the Christmas and New Year holidays, it is our sincere request to kindly extend the pre-bid Meeting date by one week, so as to allow us to participate in the meeting.	The pre-bid meeting has been conducted as per the schedule in NIT/tender document.
42	4 of 48		NIT , Schedule of	Bid submission end date: 18/01/2019	It is our sincere request to kindly extend the proposal submission date by two weeks to allow us sufficient time to	Agreed. Revised schedule is enclosed as annexure Q .

			activities.		prepare a most competitive comprehensive proposal to the satisfaction of JKSPDC.	
43	7 of 48		Article 2.5, 2.20 and 2.21 Section II, ITB	Successful bidder shall submit hard copy of the bid	Please confirm, bids are to be uploaded on the JK tender website only and there is no need to submit any hard copy of the bid for the submission as of now, including the Tender fee, EMD and POA at the present stage. Client will inform the successful bidder to Submit the same at a later stage.	Bidders shall submit hard copy of the technical bids for the purpose of convenience in evaluation, three days after scheduled bid submission end date. In case of any discrepancy between the hard copy and the soft copy submitted online, soft copy shall prevail for evaluation. Tender fee and EMD has to be submitted in hard copy, which is one of the pre-requisites for the opening of the technical bid.
44	9 of 48		Article 2.20, Section II, ITB	... scanned copy of bid security/earnest money in the shape of CDR for Rs. 2.00 lacs pledged to General Manger (Accounts), JKSPDC Corporate Office Srinagar.	It is our sincere request to kindly allow bidders to submit the EMD money in the form of Bank Guarantee.	Accepted. Bidders may submit EMD in the form of the bank guarantee.
45	24		Article 4.1, Section IV, Evaluation Criteria,	...key consultants, at least one each in the fields of: i. Civil Engineering ii. Mechanical Engineering iii. Electrical Engineering iv. Engineering Geologist, who have working experience of not less than 10 years.	It is kindly requested to add the position of Procurement/Tender/contract Expert in the team as the services of the individual expert will be extensively required for completion of the assignment under the phase II of the project.	Accepted. Refer reply against S.No.15 and S.No.61
46	25 of 48		Article 4.1.1, Section	Team Leader and Members: Professionals possessing minimum experience as	It is kindly requested to have an upper cap in the no. of years for full marks than that for maximum experience. i.e	May refer reply against S.No 15 (Annexure P)

			IV, Evaluation Criteria.	mentioned above with get 70% of points indicated above. Professional having maximum experience of all the responsive bidders, shall get full points. Scores of other professionals for these positions will be scaled accordingly.	Graduate with 15 years working experience will be given full marks or similar.	
47	25 of 48		Article 4.1.1, Section IV, Evaluation Criteria	Team leader: The Team Leader, having past experience of preparation of DPR of at least 3 HEP having installed capacity of 14MW or above, would earn 07 points and Team Leaders of such experience for maximum number of project among the bidders, would get full 10 points. Scores of other experts for this position will be scaled accordingly.	It is kindly requested to have an upper cap in the no. of projects for the full marks than that for maximum number of project i.e 5 no. of projects for full marks or similar.	May refer reply against S.No 15 (Annexure P)
48	25 of 48		Article 4.1.2, Section IV, Evaluation Criteria.	Quantum of business: Quantum of business handled by the bidder, supported by ITR for last 3 years, would decide award of 20 Points.....	For foreign bidder, financial year ends 31st December. Please confirm the annual turnover ending for FY ending December 2017, 2016 and 2015, will be acceptable, since audited balance sheet are available for these FYs.	Accepted.
49	27 of 48		Article 5.1.1, Section V, Evaluation Criteria.	e. Primary (Cross-section survey, bed sediment sampling, suspended sediment sampling if data is not available) and secondary data (hydrology data, river flow data, sediment data, catchment data) collection if not	It is kindly requested that the Client provide these data to consultant free of cost as these will be required as a part for the completion of the assignment.	PFR of the Project shall be provided to a bidder upon formal request. May also refer reply against S.No. 20

				available.		
50	27 of 48		Article 5.1.2, Section V, Evaluation Criteria	Note: The available data (if available) with JKSPDC including the Hydrology and/or PFR shall be shared with the bidder who shall have to undertake strict confidentiality in the	In order to understand the project accessibility, the extent of studies undertaken and the extent to field investigations required, it is requested to kindly share the existing Hydrology and/or Pre-Feasibility Report.	PFR of the Project shall be provided to a bidder upon formal request. May also refer reply against S.No. 20
51	28 of 48		Article 5.2, Section V, Evaluation Criteria.	Completion of Geotechnical & Geophysical Investigation & furnishing of report.	It is kindly requested to clarify whether the work related to geological and geotechnical investigations will be in the consultant's scope of work, if yes, then please define the minimum threshold limit/name of the investigation studies (or BoQ) of field investigation, as the same shall be required for finalization of our price proposal.	Based on the head and hydrology, it seems that installed capacity of the project will be above 25 MW, though PFR has been prepared for 17 MW only. The DPR shall be based on the actual site characteristics. The quantum of investigations shall be governed by the applicable guidelines for the development of the hydro projects, based on the project capacity, types of structures involved and geology of the area. The bidders shall load the cost of the envisaged investigation in their price bid accordingly.
52	28 of 48		Article 5.3, Section V, Evaluation Criteria.	Schedule of payments: - The terms of payment for each activity will be as per under: 5.3.1 Preparation of DPR (Phase I):	It is kindly requested to please include payment terms as below so as to help consultant carry out uninterrupted functioning and avoidance of negative cash flow of the project.	The Revised payment schedule of the payment shall be as below

				Phase I:			Phase-I.		
				S.no	Milestone (DPR)	% of Fee for DPR	S.no	Milestone (DPR)	% of Fee for DPR
				1	Submission of work plan and methodology and approval of JKSPDC.	10%	1	Submission of work plan and methodology and approval of JKSPDC.	10%
				2	Approval of topographical survey and geotechnical investigation / geological mappings reports and Hydrology by JKSPDC.	20%	2.	Submission of topographical surveys and report thereof.	7%
				3	Approval of Power potential and layouts/ drawings, by JKSPDC.	15%	3.	Approval of topographical surveys and report.	3%
				4	Draft copy of DPR.	20%	4.	Submission of Hydrology and design flood chapter.	14%
				5	Final copy of DPR.	15%	5.	Approval of Hydrology and design flood chapter.	6%
				6	Accord of Techno Economic Clearance to the DPR by Competent Authority of JKSPD	10%	6.	Submission of Geotechnical & Geophysical Investigation & furnishing of report.	14%
							7.	Approval of Geotechnical & Geophysical	6%

					7	Clearance from IWT	10%		Investigation & furnishing of report.		
									8.	Submission of chapters on power potential and design	7%
									9.	Approval of chapters on power potential and design.	3%
									10.	Submission of Draft DPR	10%
									11.	Submission of Final DPRs.	10%
									12	Clearances from Indus Commission of India. Submission of application to PCB and other statutory bodies (SWRRA).	10%
					Phase II:			Phase-II			
					S.no	Milestone (DPR)	% of Fee for DPR	S. no	Milestone (DPR)	% of Fee for DPR	
					1	Submission of draft tender document	20%	1	Submission of draft tender document	20%	
					2	Submission of final tender document	15%	2	Submission of final tender document	5%	
					3	Submission of pre-bid replies	5%	3	Submission of pre-bid	10%	
					4	Submission of	25%				

						evaluation report of technical bids			replies		
						5	Submission of evaluation report of financial bids	10%	4	Submission of evaluation report of technical bids	15%
						6	Submission of complete and final contract document along with all annexure/appendices etc. to be signed with the contractor/s	20%	5	Submission of evaluation report of financial bids	10%
						7	Signing of contract with the contractor/s		6	Submission of complete and final contract document along with all annexure/appendices etc. to be signed with the contractor/s	15%
									7	Signing of contract with the contractor/s	10%
53		General				PFR based general project layout/boundaries may kindly be provided in order to have an estimate of topographical survey area.			PFR of the Project shall be provided to a bidder upon formal request.		
54	23 of 48		Form No. 11	Experience of team (FORM No:11)		Form no. 11 provided in Page 23 is 'CHECKLIST'; Kindly provide Format for 'Experience of Team'.			May refer Form 5 and Form 6 wherein <i>Experience of Team</i> has to be provided.		
55	29 of 48		Section V, Clause 5.3, Sub-Clause 5.3.1	Schedule of payments: - Preparation of DPR (Phase I)		There is no provision of Advance. We request you to kindly make a provision of 10% advance against a Bank Guarantee of the same amount, to be			Bid provision shall prevail.		

					adjusted in each payment. Kindly consider.	
56	9 of 48		Section II, Clause 2.20	Bid Security/Earnest money in the shape of CDR for Rs. 2.00 lacs pledged	It is requested that EMD in the form of Bank Guarantee from a Scheduled Bank also be considered.	May refer reply against S.No 10
57	37 of 48					Clause 2.8.1 shall be read as clause 2.9.1. Reference to clause 2.8.1 in the sub clause should be read as 2.9.1.
58	38 of 48					Reference to clauses 2.1, 2.8 and 2.3 in clause 2.8.2 (<i>Cessation of rights and obligations</i>), shall be read as 2.2,2.9 and 2.4 with revised clause No. 2.9.2
59	38 of 48					References to clause No.2.8 should be read as 2.9.
60	23 of 48					Clause 4:- May read FORM -10 as FORM-5
61	16 of 48					Add row 6 for Procurement/Tender/contract Expert.
62	10 of 48					Clause 3.4:- May read FORM -11 as FORM-10 Clause 3.5:- May read FORM -12 as FORM-11
63	7 of 48					SECTION-II INSTRUCTIONS TO BIDDERS Clause 2.5 shall be modified as under:- Successful bidder shall submit hard

						copy of the bid at the following address: Executive Director (Civil), J&K State Power Development Corporation. Ashok Nagar Satwari, Jammu, J&K – 180004 E-mail: edciviljkspdc2@gmail.com And mohammadhussainteli@yahoo.com
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