

Clarifications issued during pre-bid meeting held on 10.01.2012 in the office of the Managing Director KBJNL Bangalore

Name of Work : Consultancy services for Detailed survey, Investigation, Detailed engineering, Preparation of designs, Drawings, cost estimates, Draft tender papers and necessary Land acquisition proposals of Bijapur main canal (beyond don river), and Tidagundi branch canal network for Mulwad Lift Irrigation UKP Stage - III (Package-II)

I SNC LAVALIN INFARSTRUCTURES PVT LTD

S. No.	Reference	Clarification sought by Bidders	Clarification given by KBJNL
1		As could be seen from the tender notification and also tender documents the quantum of work appears to be sizeable and in this regard sufficient time is required to assess the amount to be quoted. A minimum period of 20 days may please be extended for submission of tenders	15 days from the date of pre bid meeting is approved. Accordingly the schedule of events in clause in 6.5.and 6.6 is modified.
2		Topographical survey for Head works, Main canal and Distributary network (including laterals and sub laterals) etc requires more period since alternative alignments etc has to be done before getting approvals. The stipulated period for completion of work (including monsoon) is given as 9 months. – Please increase the period to 12 months at least.	Not agreed
3		In Page No 8&9, SI No 6 it is stated as “non enclosing of consent letters will automatically result in non applying the marks” – On Page 41, Format of CV the certification and undertaking is being given at the end of CV. Please clarify whether a separate consent letter is required.	Yes – required
4		The criteria fixed for past experience of similar nature in terms of number of assignments and area of 1,00,000 Hectares appears to be too high. This can be reduced to 20,000 Hectares so that more consultants can participate under fair and healthy competition and also to break the monopoly of very few.	Not agreed

5	Page No 13, SI No 7.2	Page No 13, SI No 7.2 it is given as “In case the bids have been taken as joint venture, then 50% of the value of each partner will be taken for calculating eligibility criteria” – In case of JV the lead partner’s experience/works should be given more weight age - Please clarify.	Not agreed
6		Under technical requirements for survey equipments/licensed software for carrying out the assignment the Memorandum Of Understanding (MOU) or JV that the lead consultant can have with the professional and reputed topographical survey company who are well specialized and who can provide well experienced staff to handle this type of work precisely and also in time should be considered for satisfying the technical requirements. This practice is prevailing in all the departments where the magnitude of this type of work is involved for speedy execution and preciseness	Joint ventures must have been formed before bidding for the assignment.

Executive Engineer KBJNL
MLI Division No.1 Mattihal

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II URS Scott Wilson India Private Limited New Delhi

S. No.	Reference	Clarification sought by Bidders	Clarification given by KBJNL
1	Page 12, Paragraph 6.5 and 6.6	The pre-bid conference is on 10-01-2012 and the submission of e-tendering document is upt016-012012. The time between the pre-bid conference and the submission of e-tendering document is too short. Usually three weeks time is given for submission of the proposal after giving clarification of pre-bid queries. Submission date of e-tendering document may please be extended accordingly.	15 days from the date of pre bid meeting is approved. Accordingly the schedule of events in clause in 6.5.and 6.6 is modified.
2	Pages 8 and 25	The qualifications of Senior Hydrological Engineer, Senior Geologist and Senior Electro Mechanical Engineer given in page 8 and page 25 do not tally. This may please be corrected.	Required qualification is Post Graduation. Accordingly modification is carried out in page-8.
3	! Pages 8 and 25 1	In respect of Senior Electro Mechanical Engineer and Design Engineer (Electro Mechanical) qualifications required are Graduate or Post Graduate in Civil Engineering. Usually these experts are from mechanical or electrical disciplines. This may please be considered.	The post graduate in Mechanical / Electrical engineering is the requirement. The relevant clauses have been modified.
4	Page 14, Paragraph 7.10	The second sentence, "If the rates quoted by the contractor(s) over and above 125% of the estimated rates will be withheld during the progress of the work" is not clear. It appears that something is missing in the sentence. This may please be clarified.	The clause relating to withholding of amount in excess of 125% has been deleted.
5	Pages 18 and 19, I Paragraphs 3.4 ii), iii), iv), v) and vi)	References have been made to Sections 5C, 5D, 5E, 5F and 5G. in these paragraphs. But those Sections do not appear in the RFP. This may please be clarified.	5B may be read as 5.2 5D may be read as 5.3 5E may be read as 5.4 5F may be read as 5.5 5G may be read as 5.6 5C – Deleted

6	: Page 31 , Paragraph 4.10 I c)	It is mentioned that the payment is on the basis of the units mentioned in the Annexure -A. Where is Annexure -A in the RFP?	Annexure-A is Schedule-B
7	Page 311, Paragraph 4.11	In paragraph 4.11 i. It is mentioned that minimum 10 km length of canal coverages completed in all respect in Item No.1 , 2, 3, 4, 5 of Schedule-B shall be criteria for payment. But as per Paragraph 7.11 "Payment Schedule" in pages 61-64 the payment shall be made as percentage of the agreement amount after completion of some specific works. It may please be clarified how these two criteria are correlated.	For R.A. bills, minimum 10 KM length should be completed in all respect for items 1, 2, 3, 4, 5 of Schedule-B. Payment will be made for the work done on the basis of % age provided in the mode of payment Page – 61 to 64
8	Page47, Note of Summary of Cost	It is stated that the breakup of cost given in Format 4 C is to facilitate assessment of reasonableness of costs etc. Perhaps it will be Format 6.3 instead of Format 4 C.	Yes it is 6.3 instead of 4C
9	Page 49	Under "6.3 Breakdowns of Costs -II. Support Staff' in notes it is instructed to provide the break up of the rates to show the basic salary, social costs and overhead. As per standard format of the World Bank or ADB, "fees" is also included in the break up. Necessary amendment may please be made accordingly.	The break up is required to assess the costs involved but in no way it will affect the comparison of bids and basis for forming a decision
10	Page 52, Paragraph 7.4	As per scope of work the consultant is to prepare C-Plan. Is it Command area plan? This may please be confirmed.	'C' plan is not only the command area plan, it should contain Distributary wise command area outlet wise block area, alignment of distributary and laterals, survey number wise – village wise area to be irrigated, structure details and apex details.
11	Page 53, Paragraph	It is indicated that topographical survey has alrea been done at an interval of 0.5 mtr. Contour. It may please be confirmed whether the survey work has been done for the full command area related to this Package.	Topographical survey conducted for an area of 237195 Ha. and survey to be conducted for balance area.

12	--	The index map given in the RFP is not clear and does not give sufficient details. It is requested to please provide Package-wise index maps showing important components such as Head Works, Lead off Canal -I & II, Combined Canal, Malaghan West Canal, Bijapur Main Canal, Huvin Hipparagi Branch Canal, Basavan Bagewadi Branch Canal, Rising mains, Jackwells etc.	Soft copy will be made available
13	Pages 60-61, Paragraph 7.10.2	As per Paragraph 7.10.2 Inception Report, Intermediate Report, Draft Report and Final Detailed Report are to be submitted _Time frame for submission of these reports except the Final Detailed Report has not been given in the RFP. Is there any time frame for submission of these reports?	Inception report to be submitted within 15 days after execution of the agreement. Intermediate report - to be submitted once in 15 days Draft report to be submitted after completion of preliminary survey, design as and when completed
14	Page 66, Paragraph 4 iv)	It is mentioned to take spot levels for Longitudinal section at an interval of 5 m. Usually for long sections of canals spot levels are taken at an interval of 30 m. This may please be considered.	Longitudinal Section will be at 30 M. intervals accordingly the clause is modified
15		As the date of pre-bid meeting is scheduled to be on 10-01-2012 and the date of submission is 15-01-2012, there will be very short time left for the consultant to modify the bid as per the findings of Minutes of the Meeting. Hence, you are kindly requested to extend the date of submission at least for a fortnight i.e., from 15-01-2012 to 30-01-2012 to enable us to prepare comprehensive tender.	15 days from the date of pre bid meeting is agreed .The corrections are carried out in the document.

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III STUP consultants Private Limited

S. No.	Reference	Clarification sought by Bidders	Clarification given by KBJNL
1	Refer Sl. No. 2 of the Clause 3.1.2 "The Criteria & Weightage" on page 7 / 69 of RFP document.	We request that Eligibility criteria of similar single job of 1,00,000 Ha mentioned for "Past Experience of similar nature" may be revised as "similar single job of 30,000 Ha and Cumulative area of the survey works of similar jobs to be not less than 1,00,000 Ha."	Will not be relaxed
2	Refer Sl. No. 6 "Senior Geologist" of the Clause 3.1.2 "The Criteria & Weightage" on page 8 / 69 of RFP document.	We request that "Senior Geologist "under Key Personnel may be replaced by "Geo technical engineer" which is more relevant to the above proposed project.	Change not agreed
3	Refer Sl. No. 7 of the Clause 3.1.2 "The Criteria & Weightage" on page 9 / 69 of RFP document.	We also request you to consider "Hiring of the equipments / instruments" stated.	Not permitted
4	Refer Sl. No. 6 of the Clause 3.1.2 "The Criteria & Weightage" on page 8 and Clause 5.1 (g) on page 11 / 69 of RFP document.	It is stated that a maximum of 2 packages will be assigned to a successful Consultant. If the bidder desire to quote for all the six packages, then he should be permitted to submit only two teams of CVs of "Key Personnel and Supporting Staff" and not six separate teams. Kindly clarify.	Agreed. Para g.2 added in page 11 of the document and incorporated in the page 9 of the document.
5	Refer Clause 6.9 on page 12 / 69 of RFP document.	The EMD amount indicated is very high. Please consider EMD amount of Rs. 50,000/-.	The EMD is 1.5% of the amount put to tender.Clause modified in page 12.

6	Refer Clause 7.11 on page 14 / 69 of RFP document.	!% Cess is applicable to Construction Contractors and <u>not applicable to Consultants</u> . Please confirm.	Confirmed that the there is no labour cess. Para 7.11 is deleted in page 14/71
7	Refer Clause 3.4 (ii) on page 18 / 69 of RFP document.	Kindly furnish Section 5C.	This clause is deleted.
8	Refer Clause 3.4 on pages 18 & 19 / 69 of RFP document.	Please confirm that "Section 5B, Section 5D, Section 5E, Section 5F, Section 5E and Section 5G" to be read as "Section 5.2, Section 5.3, Section 5.4, Section 5.5, Section 5.6 and Section 5.7" respectively.	5B may be read as 5.2 5D may be read as 5.3 5E may be read as 5.4 5F may be read as 5.5 5G may be read as 5.6 5C – Deleted
9	Refer Clause 9.10 " Sl. No. 3 on page 25 and Sl. No. 6 "B. Supporting Staff" of the Clause 3.1.2 "The Criteria & Weightage" on page 8 / 69 of RFP document.	Please confirm whether the CV of the Supporting Staff "Senior Surveyor" to be furnished.	To be furnished
10	Refer Clause 4.4 on page 28 / 69 of RFP document.	Whether <u>Service Tax can be shown separately and paid extra at the prevailing rates</u> , as in any other Consultancy Contracts? <i>We request you to modify the clause that <u>the service tax shall be paid extra over and above our quoted rates at the rate applicable at the time of billing</u>. Service tax is like any other indirect tax to be collected by the Consultant from the client and the same is remitted to the government account.</i>	Word "Service Tax " is deleted .Modification as requested is carried out in para 4.4. of page 28.
11	Refer Clause 4.5 on page 29 / 69 of RFP document.	Kindly furnish the format "ANNEXURE – C".	Indemnity Bond format will be provided at the time of entering in to agreement.Clause 4.5 modified accordingly.
12	Refer Clause 4.6 on page 29 / 69 of RFP document.	Please confirm that the <u>EMD of the unsuccessful bidders shall be returned within a month of award of this Consultancy tender</u> .	Will be returned. Accordingly clause 4.6 is amplified.

13	Refer Clause 4.12 on pages 31 & 32 and Clause 4.17 (d) (2) on page 34 / 69 of RFP document.	<p><u>Settlement by Arbitration Clause shall be incorporated as follows:</u> As followed in Consultancy agreements, the clauses on "Arbitration" may be incorporated as below:</p> <p><u>Procedures for Dispute Resolution:</u> Amicable Settlement:</p> <ul style="list-style-type: none">• KBJNL and the Consultant agree that, in the event of any dispute or difference whatsoever arising between them in connection with this Consultancy Agreement, they shall confer at least once to attempt to amicably resolve any such dispute or difference by mediation, conciliation or similar means. <p>Arbitration:</p> <ul style="list-style-type: none">• Any dispute or controversy between the two parties, and which cannot be resolved by the Amicable Settlement within 30 days of referral, it shall be settled by arbitration in accordance with and subject to the Indian Arbitration and Conciliation Act 1996. <p>The parties shall select one arbitrator by mutual consent and in case the parties do not come to mutual consent within 30 days, the party invoking arbitration shall seek the appointment of Arbitrator through Indian Council of Arbitration. The arbitration proceedings shall be conducted in English and the place of Arbitration shall be Bangalore. The arbitration decision and award shall be binding on both the parties, and judgement thereon may be entered in any court of competent jurisdiction. Pending arbitration award, the cost of sole Arbitrator and venue (if any) shall be shared in equal proportion between the two parties.</p>	Not agreed
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14	Refer Clause 4.17 (a) on page 33 / 69 of RFP document.	<p>MODIFICATION:</p> <p>“Modification of the terms and conditions of the Consultancy Agreement, including any modification of the Scope of Services, may only be made by written agreement between the Parties. Also, if the Consultant is required to modify the scope of Services due to change in Client’s requirements, or due to any reason beyond their control, additional efforts spent by the Consultant for making such revisions shall be reimbursed.”</p> <p>Please confirm the above.</p>	Para 4.17 in page 33/71 is modified
15	Refer Clause 4.18 on page 34 / 69 of RFP document.	<p>“Defects Liability Period” is not applicable to Consultants.</p> <p>Please confirm that the <u>Security Deposit of the successful Consultant shall be released on completion of this Consultancy tender.</u></p>	Not agreed.The Security deposit will be released after the defect liability period.
16	Refer Clause 7.4.1 Page 52 & 53 Topographical Survey	We presume that our scope does not include topographical survey of command area at 50m grid intervals as the same is not considered in the Schedule-B and that the data of the same shall be made available to the successful bidder. Kindly Clarify?	Topographical survey conducted for an area of 237195 Ha.Data in respect of this will be furnished. Additional area topo survey will also to be conducted.
17	Chainage & BM Stones	Kindly clarify whether additional lead charges beyond 50 m is considered for Chainage stones as the rate considered in the Schedule-B is basic rate?	Should quote including the lead
18	Sl. Nos. 7 & 8, Clause 7.4.1 Pages 54 Block Level Plans	Block Level survey at each CD location is envisaged. But the item is not envisaged in Schedule-B. Kindly Clarify?	Included in the item

19	Sl. Nos. 9, Clause 7.4.1 Page 55 Land acquisition proposals	Detailed Plot wise Land acquisition is envisaged. Kindly Clarify? Also we request you to allow us to furnish computerized R.O.R.'s since the total time allocated is only 9 Months and pursuing with most of the Revenue Offices to obtain R.O.R.'s itself will consume enormous time.	Agreed. Clause 9(iv) modified to incorporate the suggestion to give computerized ROR.
20	Sl. No. 8, Schedule-B Land acquisition proposals 4(1) & JMC	Conducting JMC with Revenue Officials and KBJNL staff after due co-ordination between the Departments for each canal takes a lot of time and various stages of approval are required and hence we request that the time taken for this activity shall be separately reckoned and fixed for each activity and shall not be included in the overall period of 9 Months. Kindly clarify?	Required co-operation will be given by the Department and the required period is included in the over-all period of 9 months
21	Sl. No. 5, Clause 7.4.1 Page 53 Trial Pits Item Nos. 3 & 4, Schedule-B	Sl. No. 5, Clause 7.4.3, Page 54 specifies that Trial Pits be taken at 30m intervals. However, Schedule-B states that the intervals of Trial Pits are at 30m. Kindly clarify? The rates mentioned against these items are inclusive of trial pits for such a huge capacity of canal and appears to be very less. Whereas the rate per cum of Trial pit up to 1.5m lift is Rs.104/- as per Item No.7, Page 133 of WRD SR for the year 2011-2012. Minimum quantity of each Trial pit works out to 1 x 1 x 4, i.e. 4 Cum as per the specifications given in Sl. Nos. 5, Clause 7.4.3, Page 54. Thus, a total quantity of 4 x 33 = 132 Cum is envisaged, the cost of which works out to 132 x 104 = Rs.13,728/- considering only 1.5m lift excluding trial bores at major structures, if any. However, the rates considered against items 4 & 5 are Rs.17,000/- & Rs.8500/- respectively which are inclusive of trial pits apart from Man power for Designs, Plans, LS, CS, Drawings, Estimates, Land acquisition proposals and DTP package wise with prescribed number of copies. In view of this, we request you to revise the rates as applicable as per WRD SR for the year 2011-2012?	Not accepted – Bidder to quote

22	Sl. No. 5, Clause 7.4.1 Page 53 Trial Pits	Excavation of Trial Pits at 30m intervals up to 4m depth or up to Hard rock along the approved alignments takes enormous time due to various reasons such as standing crops, objection from farmers as the land is not yet acquired by KBJNL, slushy soil, etc. In view of this, we request you to conduct either trial bores or testing by Vertical Electrical Resistivity method at every 100m intervals at the latest S.R. rates which require less space and the results of the former are also accurate. Kindly clarify?	Not accepted
23	Refer Clause 7.81 on pages 58 to 59 / 69 of RFP document.	<u><i>The Price Escalation clause shall be incorporated as follows:</i></u> "In case the Project is not completed within the stipulated period due to no fault of the Consultant, then the Consultant shall be paid pro-rata additional fees and escalation in the fees/rates @ 15% p.a. for the extended period."	Not accepted
24	Refer Clause 7.11 on pages 60 to 62 / 69 of RFP document.	Kindly consider the payment against each Stage milestone indicated in the table shall be made in the following ratio: 1. <u>90% on Submission of each item of work and</u> 2. <u>10% on Approval of each item of work.</u>	Not accepted Payment shall be as indicted as per payment schedule
25	Refer Clause 7.11 on pages 60 to 62 / 69 of RFP document.	Please confirm that all payments shall be paid within <u>15 days</u> of submitting invoice and final payment within <u>30 days</u> of submitting invoice. As you are aware that the recent Union Budget brought more restrictions in procedural aspects of Service Tax (new Point of Taxation Rules 2011 of the Service Tax). As per the amended law, <u>the service tax is payable on the basis of bills raised, the bills raised by us shall become payable within 21 days of its raising.</u> In case of any discrepancy / disallowance of the bills raised, the same shall be informed to us with reasons in writing, within a week's time, so that the same can be resolved by discussions / rectifications in the services rendered.	30 days from date of submission of the bill if bill is correct in all respects Will be informed

		<p>On completion of our services relating to every milestone / stage of billing, we propose to send you a letter requesting you to confirm the same or inform us deficiency if any in meeting our obligations as provided in the Agreement, so that proper billing is done as stipulated by the amended law. An acknowledgement of the completion of milestone services as laid out in this project agreement shall be provided to us on submission of the required submittals so that correct & complete bill for the services rendered, is raised.</p> <p>Trust you will co-operate to enable us to provide our best services to you and also meet our legal obligations of collecting the Service Tax from you and paying to the Government in time.</p> <p><u>Please confirm the above.</u></p>	<p>Agreed</p> <p>30 days from date of submission of the bill if bill is correct in all respects</p>
26	Refer Clause 7.11 on pages 60 to 62 / 69 of RFP document.	<p>Since the Field investigation survey and Soil investigation involves mobilization of men and machinery and involves considerable direct cash expenditure, we request you to kindly make 30% advance payment against measurable items, i.e., on the amount quoted for survey work and sub-soil investigation and 10% against other items, on award of work.</p>	Not agreed

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IV SEACON Private Limited Bangalore

S. No.	Reference	Clarification sought by Bidders	Clarification given by KBJNL
1	Section 3.1.2, Sl. No. 2, P-7	<p>The marking criteria stipulates different marks for different number of projects executed, against the stipulated criteria of “<i>one similar work for an area of 1,00,000 Ha. on his / their own.</i>”</p> <p>This tantamounts to the vendor having experience of having executed 5,00,000 Ha to secure minimum marks & more than 10,00,000 Ha to secure maximum marks. It is not likely that any vendor would have executed single projects of this magnitude, in as many number of projects within the country.</p> <p>Hence it is requested that the criteria of “<i>one similar work for an area of 1,00,000 Ha. on his / their own.</i>” may be amended to “<i>1,00,000 Ha aggregate</i>”</p> <p>KBJNL is requested to consider and modify the stipulated condition accordingly as suggested under.</p> <p>“The Consultant shall have successfully completed similar works for an aggregate area of 1,00,000 Ha. on his / their own. The Consultant should also have completed at least one project of similar work of area more than 20,000 Ha.”</p>	<p>They are mutually exclusive</p> <p>Not accepted</p>
2	Section 7.1, P-13	<p>Total Cost put to the Tender for 6 packages is Rs. 12.03 Crores for a total area of 3,76,305 Ha.</p> <p>When we consider two packages with the maximum cost put to Tender, the total amount works out to only Rs. 633.70 Lakh, whereas, total area exceeds 1,00,000 Ha.</p>	

		<p>KBJNL is therefore requested to amend the condition to read as “Bidders will be permitted to accept consultancy assignment for not more than 3 packages for value of 10.00 crores or 2,00,000 Ha which ever is lower.</p>	Not acceptable
3	<p>Section 7.4.1, Para 1, P-52</p> <p>Section 7.7, P-57</p>	<p>It is understood that KBJNL shall provide the Consultant with the Topographical Maps of the entire Command Area at the start of the project / date of Award of contract.</p> <p>KBJNL is requested to confirm.</p>	Soft copies of command area will be made available
4	Section 7.4.1, Para 10, P-55	<p>Timely approval will facilitate in completion of the project without time overruns.</p> <p>KBJNL is therefore requested to specify the time limit for approval process for each stage.</p>	Refer Clause 7.8.1
5	Section 7.4.1, Para 11, P-55	<p>From the past experience, it is observed that the rates of certain items, in particular, Cement & Steel, keep changing every Quarter. The estimates are prepared based on the current Schedule of Rates adopting rates of Steel and Cement as per issue rate provided by KBJNL for the Quarter.</p> <p>Re-casting of estimates as per the latest issue rates is generally sought after submission of Estimates. This activity involves substantial effort.</p> <p>KBJNL is requested to kindly look into and address this issue.</p>	The Bidders should quote for inclusive revising of estimates
6	Section 7.5(a), P-56	<p>All the drawings and designs are computer based adopting various AutoCAD & applicable softwares. Drawings are generated on appropriate size drawing sheets, in the present day environment.</p> <p>KBJNL is requested to consider the above and amend the condition to read as “All approved drawings will be submitted in appropriate size drawing sheets in AutoCAD editable format in 01 Hard Copy and 05 Soft Copies in CD”</p>	Not accepted

7	Section 7.6, P-57	KBJNL is requested to intimate the likely date (period) of commencement for Package II.	After 7 weeks from the date of entrustment of works under Package-I
8	Section 8, Para 4(iv), P-64	As per prevailing practice Longitudinal sections are taken at every 30 m interval and Cross Sections at every 30 m interval with 5m Spot heights for width upto 30 m from centre line for Main Canal and 15 m for the Distributaries, which suffices the design and estimate requirements. KBJNL is requested to modify the specifications appropriately.	At 30 M. intervals
9	Schedule 'B', Item No. 2	It is noticed that there is a mismatch between the estimated rate for this item in Figures and in Words. KBJNL is requested to clarify.	Corrected in e-procurement
10	Schedule 'B', Item No. 3	Item No. 3 & 4 of Schedule B are identical . KBJNL is requested to clarify / confirm.	Corrected in e-procurement
11	Schedule 'B', Item No. 4	Item No. 3 & 4 of Schedule B are identical . KBJNL is requested to clarify / confirm.S	Corrected in e-procurement

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V SUMADHURA GEOMATICA PVT. LTD.,

S. No.	Reference	Clarification sought by Bidders	Clarification given by KBJNL
1		The EMD as per item No. 4.6 is payable thro' e-cash. It is requested to accept the EMD thro' Bank Guarantee also as the number of packages to be tendered are more	Not acceptable
2		Refer to the item No. 707 of Section 7, it is stated that the data of the Topographic Survey will be provided by KBJNL. The same data shall be made available to the Bidder even before the tendering as the quality of data shall form the basis Quoting the Financial Bid.	Cannot be considered
3		Please clarify the format of the survey data to be provided by KBJNL which forms the Base Map for further work. Please clarify whether the Raw data of Survey also can be made available.	Topographical Survey data will be provided to the successful Bidder

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