

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, C-plan, Preparation of designs, drawings, Cost estimates, Draft tender papers and necessary land acquisition proposals of Head works, Lead off canal-I & II, Combined canal, Malghan west canal, Bijapur main canal (up to don river crossing), Huvin hipparagi branch canal, Basavan bagewadi branch canal network for Mulwad Lift Irrigation UKP Stage - III (Package-I).

**I SNC LAVALIN INFARSTRUCTURES PVT LTD**

<b>S. No.</b>	<b>Reference</b>	<b>Clarification sought by Bidders</b>	<b>Clarification given by KBJNL</b>
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 <b>from the date of pre bid meeting is approved. Accordingly the schedule of events in clause in 6.5.and 6.6 is modified.</b>
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. – <b>Please increase the period to 12 months at least.</b>	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” – <b>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.</b>	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” – <b>In case of JV the lead partner’s experience/works should be given more weight age - Please clarify.</b>	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.

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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 upto 16-01-2012. 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 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.
	Paragraph 7.11 Labour cess	Is labour cess applicable	The clause relating to labour cess is 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?	<b>Annexure-A is in Schedule-B-page-73 of the document.</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.	<b>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 .</b>
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 already 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.	<b>Topographical survey has been</b> conducted for an area of 237195 Ha. and survey will have 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 <b>accordingly the clause is modified.</b>
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 <b>date of pre bid meeting is agreed .The corrections are carried out in the document.</b>

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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 / 71 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 / 71 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 / 71 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 / 71 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. <b>Para g.2 added in page 11 of the document and incorporated in the page 9 of the document.</b>
5	Refer Clause 6.9 on page 12 / 71 of RFP document.	The EMD amount indicated is very high. Please consider EMD amount of Rs. 50,000/-.	<b>The EMD is 1.5% of the amount put to tender.Clause modified in page 12.</b>

6	Refer Clause 7.11 on page 14 / 71 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. <b>Para 7.11 is deleted in page 14/71</b>
7	Refer Clause 3.4 (ii) on page 18 / 71 of RFP document.	Kindly furnish Section 5C.	<b>This clause is deleted.</b>
8	Refer Clause 3.4 on pages 18 & 19 / 71 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 <b>5C – deleted.</b>
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 / 71 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 / 71 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>	<b>Word "Service Tax " is deleted .Modification as requested is carried out in para 4.4. of page 28.</b>
11	Refer Clause 4.5 on page 29 / 71 of RFP document.	Kindly furnish the format "ANNEXURE – C".	<b>Indemnity Bond format will be provided at the time of entering in to agreement.Clause 4.5 modified accordingly.</b>
12	Refer Clause 4.6 on page 29 / 71 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. <b>Accordingly clause 4.6 is amplified.</b>

13	Refer Clause 4.12 on pages 31 & 32 and Clause 4.17 (d) (2) on page 34 / 71 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><b><u>Procedures for Dispute Resolution:</u></b> <b>Amicable Settlement:</b></p> <ul style="list-style-type: none"><li>• 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.</li></ul> <p><b>Arbitration:</b></p> <ul style="list-style-type: none"><li>• 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.</li></ul> <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 / 71 of RFP document.	<p><b>MODIFICATION:</b></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 / 71 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 7.4.3 Page 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 for additional area topo survey will also need 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 and any other charges
18	Sl. Nos. 7 & 8, Clause 7.4.3 Pages 54 & 55 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 7.4.3 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. <b>Clause 9(iv) modified to incorporate the suggestion to give computerized ROR.</b>
20	Sl. No. 5, Clause 7.4.3 Page 54 Trial Pits Item Nos. 4 & 5, 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
20	Sl. No. 5, Clause 7.4.3 Page 54 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,	Not accepted

		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?	
21	Refer Clause 7.81 on pages 58 to 60 / 71 of RFP document.	<p><u>The Price Escalation clause shall be incorporated as follows:</u></p> <p>“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.”</p>	Not accepted
22	Refer Clause 7.11 on pages 61 to 64 / 71 of RFP document.	<p>Kindly consider the payment against each Stage milestone indicated in the table shall be made in the following ratio:</p> <ol style="list-style-type: none"> <li>1. <u>90% on Submission of each item of work and</u></li> <li>2. <u>10% on Approval of each item of work.</u></li> </ol>	Not accepted Payment shall be as indicted as per payment schedule
23	Refer Clause 7.11 on pages 61 to 64 / 71 of RFP document.	<p>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.</p> <p><b>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.</b></p>	<p>30 days from date of submission of the bill if bill is correct in all respects</p> <p>Will be informed</p>

		<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 &amp; 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>	Agreed
24	Refer Clause 7.11 on pages 61 to 64 / 71 of RFP document.	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.	Not agreed

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**IV Consulting Engineering Services ( India) Private Limited Bangalore**

S. No.	Reference	Clarification sought by Bidders	Clarification given by KBJNL
1		We are happy to note that the consultancy work to be awarded is based on combined evaluation as outlined in <b>section-2</b> . At the time of opening of financial bid based on technical qualification as per <b>section-2, clause 3.1.3</b> .It is hoped that the department would communicate to the selected consultants the details of marks obtained on Technical Proposal under all subheads mentioned in <b>clause 3.1.2</b> .	Yes, marks obtained by consultants will be informed to the consultant before the commercial bid is opened
2		Under <b>section -2, clause 6.9</b> , it is desired that the EMD of 1.5% of the Price Proposal to be deposited as Earnest Money in e-procurement portal as specified there in <b>(Not through DD /BG)</b> .As per usual/Standard practice in KBJNL EMD is acceptable in BG. It is requested to accept BG as per standard practice from any Scheduled Bank /Nationalised Bank.	Only e-cash
3		In <b>section -2, clause 7.9</b> its is mentioned that the consent of land owners be obtained for taking of trial pits /trial bores, fixing of chainage, apex, boundary stones, PBMs. Consultants would approach the land owner for purpose of trail pits /trial bores, telling them the trail pits /trial bores would be filled up after making strata classification in presence of the departmental persons. If is desired. In case the land owners are not cooperative, consultants would request intervention of the department personnel to resolve the situation. In	Will endeavor to provide all assistance

		the case of chainage, apex, boundary stones, PBMs, these are eventually taken up after alignment is approved. At this stage the department help would be needed so that the stones fixed at site are not disturbed by the land owners.	
4		In <b><u>section –4, clause 4.4</u></b> in the financial bid it is mentioned that apart from all other taxes service tax should be inclusive of the expenses. However in the section 6, under clause “Summery of Costs”, service tax has been shown separately to obtain total cost including service tax. Presently service tax is 10.3% of total cost of consultancy. during course of consultancy the percentage of cost service tax may vary. In view of separate cost mentioned <b><u>in clause 6.2</u></b> in case of variation of service tax the same would have to be reimbursed to the consultants not as fixed 10.3% as at present. In view of this disparity in <b><u>clause 4.4 and 6.2</u></b> clarification is required.	The Bidders may quote excluding service tax. but inclusive of all other rates and taxes. Service tax will be paid at the rates prevailing on the date of payment. Clause 4.4 modified accordingly. Para 6.2.refrence to service tax is deleted.
5		As per <b><u>section-4, clause 4.18</u></b> , regarding defect liability period clause, we wish you to kindly modify the same clause as below to make lucid:	
6		“The Consultant shall carry out the services in accordance with the generally accepted industry standards. Notwithstanding anything to the contrary contained in this bid document, in the event the KBJNL notifies the Consultant, within the Defects Liability Period of any defect in the services, the Consultant shall correct the defect free of charge. Provided however, such re-performance of deficient services constitutes the Consultant's sole liability in connection with this assignment for deficient services and shall have no other liability therefor or in connection therewith including but not limited to costs and expenses related to repair or replacement.”	No modification agreed.

7		<p>In <b>section-7, clause 6</b>, It is mentioned that stones shall be fixed at apex and tangent points as per specification mentioned elsewhere, these specification has not been given. However in <b>schedule B</b> a rate of Rupees 266/- has been mentioned for chainage stones to be fixed in cc 1:4:8 as against Rupees 75/- for fixing boundary/demarcation/chainage in murrum filling. It is therefore presumed that the rate of Rupees 266/- is to fixing of Apex and Tangent stones.</p>	<p>The rate for fixing of apex and Tangent Stone is Rs. 266/-</p>
8		<p>Total length of disnet alignment including lateral ,sub-laterals, minors and sub-minors is shown as 516 Km as per <b>item 5 of Schedule B</b>, whereas actual survey conducted shows the total length of disnet alignment for providing 79166 Hectare ICA is 761.85 Km .This is about 48% more than given in schedule B. In order to avoid any dispute at a later stage, the work requirement may be confirmed. Also, clarify, whether in the Financial Bid 516 Km is to be taken or actual surveyed of 761.85 Km should be taken.</p>	<p>As per variation Clause 4.17(d)</p>
9		<p>Under <b>item 7 of Schedule B</b> the total number of PBMs to be fixed is given as 471. Whereas the total length of network including lateral, sub lateral, etc. would be more than 1000 Km. In case PBM are to be fixed at 1 Km apart as per bid document, total number would be more than 1000. It is substantially significant. This may be clarified.</p>	<p>Payment will be as per Clause 4.17</p>
10		<p><b>Clause 7.4.3, point 9</b> consultant has no locus standi to approach LAO directly, as they will to follow the procedure of submission of document only accept the documents submitted by government departments. It is presumed that, the department will be forwarding these documents to the LAO. Therefore it is the responsibility of the department to be present during JMC. Consultant would clarify any points and other details, such as ROR to Departmental person as well as Revenue personnel. Though categorisation of land to</p>	<p>Department staff will be present</p>

		be acquired (namely government land, personal land, Forest land, etc.) as obtained from the Revenue Department and final LAQ proposal would be accordingly prepared by the consultant. Further, arranging JMC would be the responsibility of the Department.	
11		In this connection the consultant wish to mention that as <b><u>per clause 7.11 , point 8,</u></b> it is mentioned that payment is released only after submission of LAQ proposals for the entire work to JMC and its clearance. This task is fully dependent on LAO and JMC inspection which is not under control of consultant. Hence it is requested that payment of at least 10% out of 12% be released on submission of LAQ proposal at 4(1) stage. Balance 2% could be released on acceptance by JMC.	Payment of 5% out of 12% will be released on submission of LAQ proposal at 4.1 stage. Balance 7% will be released on acceptance of JMC. Clause in page 64 is modified accordingly.
12		<b><u>Section-7, clause 7.8.1</u></b> Timeframe shown for submission of Report/Document adds up to 7 months 1 Week as against the consultancy Period is 9 Months. It is hoped that <b><u>clause 7.8.1</u></b> would be suitably modified to 9 months.	Total period is 9 months
13		<b><u>Section-7, clause 7.11,</u></b> It is mentioned that only after completion of specific works and approval by competent authority, payment would be released by Principal Chief Account Officer. As consultants would have to spared significant funds in the performance of services. Time based payment of the Invoices is necessary. Hence it is requested that at least payments should be made within 15-days of submissions of claims. This may kindly be confirmed.	30 days from the date of Invoice
14		<b><u>As per section-7, clause 7.11,item (10)</u></b> Final Payment would be released only after issue of Completion Certificate. It is requested to keep 2-3% towards final payment as EMD/FSD is already with the department, which itself would be significant amount.	Not accepted

15		<p>Regarding Trial Bore in respect of <b><u>Item 1 of Schedule B</u></b>, the requirement of taking up Trial Bore namely 5 numbers at each of the 3 alternative locations have I s clear for the quantification However in the case of alignment of main Canals and Distributary Network (particularly the length of disnet work would be increased (48% more as per actual survey to provide required ICA ) as the ground details are not known at present, though the work requirement of Trial Pit could be reasonably assessed, it is difficult to assess trial bore requirement at this stage, and the rate to be quoted for total work as under <b><u>Schedule B , work item 4 &amp; 5</u></b> the rates includes Trial Pits/ Trial Bore work. If Trial Bore work increases, the rate would go up and also at this stage it is difficult to quantify the Trail Bore work requirement. In view of specific <b><u>sub head –V mentioned under Clause 6.2 (Summary of Cost)</u></b>, it is for consideration that, in case the cost of Trial Bore work increases as per actual, the total cost of consultancy on this account would also increase on prorated basis. This may be accepted.</p>	Quote for tender quantity and for extra quantity payment will be made as per variation clause 4.17
16		<p><b><u>In section-2, clause 3.1.2, serial Number 6, it states that</u></b> “In case same consultant have offices in 2 bids then in only one case where concerned person gives in writing will be approved. In no circumstances same name consultant in 2 bids will be approved.”</p>	
17		<p>As requirement of some experts such as Electro-Mechanical Engineer, Hydrologist, Geological Expert, etc are not required for the full duration of the assignment. Their involvement will be a few weeks at certain points of time only. In such circumstances same experts could be proposed for number of bids, Kindly confirm.</p>	Not acceptable

18		<p><b><u>It is requested to kindly include the following clause the COC (Third Party Claim):</u></b>          "Notwithstanding anything to the contrary in the bid documents, the total aggregate liability of the Consultant to the KBJNL, arising out of or related to the services performed there under, shall not exceed 10% of the fee paid to the Consultant, howsoever the same may be caused. Notwithstanding anything in this bid document to the contrary in no event shall the Consultant be liable for any direct damages for loss of profit, loss of production, loss of contracts or for any financial loss or any special, contingent, consequential or indirect damages related to, arising from or consisting of loss of use, revenue or profit; operating costs; facility downtime; and/or business interruption losses of any kind howsoever caused including without limitation the fault, breach of contract, tort (including concurrent or sole and exclusive negligence) breach of duty, strict liability or otherwise "</p>	No such clause in the bid document
19		The Consultant shall become entitled to extension of time, if the Consultant is prevented from or delayed in performing any of his obligations under this Contract due to the occurrence of circumstance is which is beyond Contractor's control including the occurrence of any force majeure event."	This will be on case to case basis
20		<p><b><u>GENERAL – TIME EXTENSION FOR SUBMISSION PROPOSAL.</u></b>          As the pre bid meeting is scheduled on <b>10.01.2012</b> and the last date for uploading is <b>16.01.2012</b>, this is very short period. In order to make a good proposal it is requested to kindly extend the last date of submission/uploading of proposal of at least <b>10-15</b> days after the pre-bid meeting.</p>	15 days after the pre bid meeting is accepted. <b>Modifications carried out in the bidding document.</b>

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, C-plan, Preparation of designs, drawings, Cost estimates, Draft tender papers and necessary land acquisition proposals of Head works, Lead off canal-I & II, Combined canal, Malghan west canal, Bijapur main canal (up to don river crossing), Huvin hipparagi branch canal, Basavan bagewadi branch canal network for Mulwad Lift Irrigation UKP Stage - III (Package-I).

**V EGIS India Consulting Engineers Private Limited Hyderabad**

S. No.	Reference	Clarification sought by Bidders	Clarification given by KBJNL
1	Section 2 – Point 7, page No. 9	Subletting of survey work should be acceptable in general. However accuracy of such work will be the consultants responsibility. In such case consultants does not required to own the equipment.Please give relaxation for the equipment and add these marks (of Technical requirement -8 marks) to Approach and Methodology. More over items 1 and 2 need to be clubbed together. Marks given in A&M is only 3,which is the main technical aspects and capability to handle the work. i.e Revised Marking can be Methodology : 11 Marks Technical requirement : 0 Marks	Not accepted
2	Section 2 - Clause 4.2 of page 10	-Being a high value contract,we request yoyu to consider Technical Vs Financial weightage as 80:20 instead of 55:45.	Not accepted
3	Section 2 – Point 6, page 9	If the consultants input is not continuous then in such a case,we request you to consider him for 2 packages,provided consultants ensure the work will not get affected due to work sharing.	Not accepted
4	Section 2 – Clause 6.6 of Page 12	The pre-bid conference is on 10th Jan 2012. We request you to consider the submission date as 3 weeks from the date of issue of pre-bid clarifications, which is a standard time for preparing a Quality proposal in any world bank or external funded project. We request you to consider the same.	15 days from the pr bid meeting is accepted and bidding schedule modified accordingly.

5	Section 2 – Clause 1 page 5	We request you to consider minimum 18 months for the project completion looking into the quantum of work.	Not accepted
6	Section 3 – Clause 1.7.1(a)	We request you to reconsider the same. After completing the present assignment consultants should be permitted to bid for any other project like third party audit or project management or any such works.	Not accepted
7	Clause 9.10(iii)	This section was kept blank in the data sheet,we request you to specify the total manmonths, preferably MM for each key staff and support staff.	This shall be assessed by the bidding consultants.
8	Section 4 – Clause 4.3.1	-We request you to limit the penalty for delays to 3% only.  - We also request you to Not to consider time required for approval process to be a part of consultancy.The duration of the project indicated ideally should be effective duration for the consultants working.	Not accepted
9	General	Please provide us a map showing the locations of the site for assessing the how they are spread over the project area. Package wise work locations for better understanding to consultants. i.e.package wise drawing and index map of all packages.	Will be provided
10	Section – 8 para 4(iii) P-66	This quality will be quite huge normal practice is to provide Chainage or alignment stones at 100M to 150M intervals	Suggestion not accepted.
11	Section – 8 para 4(iv) P-66	CWC guide lines or IS code recommendation will be followed. This may be accepted.	At 30 M. interval

12	Section – 7 Clause 7.3.3 and 7.4.3	Please confirm, May we request you to please confirm the same and indicate the quantities for the following, <ul style="list-style-type: none"> <li>- Alignment surveys and</li> <li>- Geo tech investigations anticipated in the assignment.</li> </ul>	Topographical survey details will be furnished
13	Section – 2, weightage point No.2 of page -7	We request you to consider 50% of the ayacut ( command) for the particular package should be the PQ criteria as a general standard. We request you to consider Package wise Ayacut(command) is <ol style="list-style-type: none"> <li>1. Mulwad LIS –Package 1- 79,166</li> <li>2. Mulwad LIS –Package 2- 78,324</li> <li>3. Mulwad LIS –Package 3- 70,476</li> <li>4. Koppal LIS - 48,436</li> <li>5. Bhima flank under Stage III UKP -61,747</li> <li>6. Narayanpur RBC Extention -21,572</li> </ol> The Max ayacut is around 80000 Ha only. Hence we request you to keep the PQ for 50,000 Ha	For Mulwad LIS packages 1 to3 there is no change in the pre qualification criteria.As regards Koppal LS,Bhima Flank and the pre qualification criteria shall be 50,000 Ha instead of 1,00,000 Ha. Corrections indicated in the relevant bid documents.
14	Clause 7.4.3, Point 7, Page 54 Clause 7.4.3. Point 9, Page 55	We understand that interval is 10m. L section or 300m on u/s & d/s Please clarify ROR.	Cross section at 10 M. intervals up to <a href="#">easoning / and 300 M. on upstream and downstream of the structure</a> ROR means Record of Rights
15	Clause 7.4.3. Point 5, Page 54	As per IS Code trail pits are to be taken at 500m interval or where change of start is encountered.This may be accepted	Not acceptable
16	Section 8, Para 4(iii), Page 66	This Quality will be Quite huge normal Practice in to provide Chainage/Allignment Stores at 100mts/150mts interval.	Not accepted
17	Page 31, Clause 4.11	Request you to please provide the schedule-B for all packages	Available on e-procurement

Executive Engineer KBJNL  
MLI Division No.1 Mattihal

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

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### VI 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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MLI Division No.1 Mattihal