

M/s STUP CONSULTANCY PRIVATE LTD.

Sub: “Queries / Request for Additional Information concerning Tender document for the “Consultancy services for detailed survey, investigation, feasibility study, preparation of designs, drawings, cost estimates, draft tender papers including draft land acquisition proposals for Koppal lift irrigation scheme under Stage – III of upper krishna project” – reg.

Ref: Tender notification No: KBJNL/MD/ RFP/UKP-Stagelll/2011-12 dated 09.12.2011.

We have clarified for your queries as below.

Sl. No.	Queries	Clarification
1.	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.”	The eligibility criteria has been reduced to 50000 Ha instead of 100000 Ha. only for 2 projects viz., Koppal LIS & Bhima Flank
2.	We request that “Senior Geologist “under Key Personnel may be replaced by “Geo technical engineer” which is more relevant to the above proposed project.	Not agreed
3.	We also request you to consider “Hiring of the equipments / instruments” stated.	Hiring is not permitted
4.	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
5.	The EMD amount indicated is very high. Please consider EMD amount of Rs. 50,000/-.	It is not possible to reduce EMD i.e., 2.0% amount put to tender
6.	!% Cess is applicable to Construction Contractors and <u>not applicable to Consultants</u> . Please confirm.	Labour cess is not applicable
7.	Kindly furnish Section 5C.	Deleted
8.	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.	Agreed
9.	Please confirm whether the CV of the Supporting Staff “Senior Surveyor” to be furnished.	To be furnished
10.	Whether <u>Service Tax can be shown separately and paid extra at the prevailing rates</u> , as in any other Consultancy Contracts?	Agreed

	<p>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.</p>	
11.	Kindly furnish the format “ANNEXURE – C”.	Deleted
12.	Please confirm that the <u>EMD of the unsuccessful bidders shall be returned within a month of award of this Consultancy tender</u> .	Agreed
13.	<p><u>Settlement by Arbitration Clause shall be incorporated as follows:</u></p> <p>As followed in Consultancy agreements, the clauses on “Arbitration” may be incorporated as below:</p> <p><u>Procedures for Dispute Resolution:</u></p> <p>Amicable Settlement:</p> <p>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> <p>Arbitration:</p> <p>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> <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>	<p>Not agreed</p> <p>(What is mentioned will prevail)</p>
14.	<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.</p>	Supplementary agreement will be entered in to

	<p>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>	
15.	<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>	It is applicable Security Deposit will be released as per contract Clause
16.	<p>We presume that our scope does not include planning, location and preparation of Designs and Drawings of Head works as the items are not considered in the Schedule-B. Kindly Clarify?</p>	It is included in item no.3 of schedule-B
17.	<p>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?</p>	Yes
18.	<p>Kindly clarify whether additional lead charges beyond 50 m is considered for Chain age stones as the rate considered in the Schedule-B is basic rate?</p>	Lead is included in the schedule-B vide item no.6
19.	<p>Block Level survey at each CD location is envisaged. But the item is not envisaged in Schedule-B. Kindly Clarify?</p>	It is included in the item no.2 of schedule-B
20.	<p>Detailed Plot wise Land acquisition is envisaged. Kindly Clarify?</p> <p>Also we request you to allow us to furnish computerized R.O.R.'s since the total time allocated is only 8 Months and pursuing with most of the Revenue Offices to obtain R.O.R.'s itself will consume enormous time.</p>	Computerized R.O.R's accepted
21.	<p>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 pt 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?</p>	You can quote rate against the schedule-B

22.	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?	It is required
23.	<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 required
24.	<p><u>Kindly furnish the Annexure – II (Schedule of Payment):</u></p> <p>Kindly consider the payment against each Stage milestone indicated in the table shall be made in the following ratio:</p> <ul style="list-style-type: none"> ➤ 90% on Submission of each item of work and ➤ 10% on Approval of each item of work. 	Payments to be regulated as per payment schedule
25.	<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>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.</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 & 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>	30 days from the date of submitting of Invoice

26.	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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Thanking you Hope you are satisfied with our clarifications.