



Letter no: 55 /PMC/DGM-III/PMC/PIUJ

Date: 23.11.2022

Corrigendum no: 02

DGM-III

Sub: RFP Notice No. 01/~~GM~~/PIUJ/PMC/2022-23, dated 24-09-2022 for Owner Engineer & Project Management Consultancy for Jamrani Dam Project.

Assignment title: Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.

A pre-bid meeting was organized on 18th Nov. 2022 for the above mentioned assignment in hybrid mode. Queries were raised by the representatives of participating firms and discussed during the meeting and accordingly following changes are made in respect of the above assignment.

S.No	Clause No of RFP	Revised/Additional Clause
1	Schedule-1 TOR, Clause 3.11, page no: 34	Additional: Age limit for the personnel is restricted to 65 years.
2	Schedule-1 TOR, Clause 3.11, para no 5 page no: 37	The Owner will make, upon the request of the Contractor, an interest-bearing Advance payment to the Contractor exclusively for the costs of mobilization in respect of the Works in an amount not exceeding 10 (ten) percent of the Contract Price in two equal installments as per agreement Clause no 6.4.
3	Schedule 3- Para 3(a) of Schedule 3- Guidance Note on Conflict of Interest, page no 66	Para 3(a) of Schedule 3-Guidance Note on Conflict of Interest stands deleted.
4	Clause 2.2 of the RFP document, page no 44	The Consultant shall commence the Services within a period of 02 (two) weeks from the Effective Date, unless otherwise agreed by the Parties
5	Clause 2.3 of the RFP document, page no 44	If the Consultant does not commence the Services within the period specified in Clause 2.2 above, THE AUTHORITY may, by not less than 02 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.'
6	Clause 3.28, Commencement of assignment, page no 14	The Consultant shall commence the Services within 02 (Two) weeks of the signing of the Agreement, or such other date as may be mutually agreed duly intimating the same to THE AUTHORITY. If the Consultant fails to either sign the Agreement or commence the assignment as specified herein, THE AUTHORITY may Invite the next highest ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited.

Office Address: Office of Deputy General Manager, Jamrani Drinking Water Multipurpose Project PIU (UPDCC), Gola Sinchai Colony, Damuadhunga, Kathgodam (Nainital) - 263136



7	Clause 2.4, page 44 of the RFP document Expiration of Agreement, page no 44	Expiration of Agreement, Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) period of delivery of the final deliverable to THE AUTHORITY; and (ii) the expiry of 5 (five) years from the Effective Date. Upon Termination, THE AUTHORITY shall make payments of all amounts due to the Consultant hereunder		
8	Clause 9.4.2 (Page-58): Arbitration	A dispute with an Indian Consultant shall be finally settled) by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996, as amended by the Arbitration & Conciliation (Amendment) Act, 2019. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Owner and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator.		
9	Clause no 4.1.2- Evaluation of proposal, page no 19	A. Key Personnel		
		Water Resources Expert cum Team Leader	10	
		Dam Design Engineer	10	
		Geotechnical Engineer/Geologist	10	
		Hydro Mechanical Expert	10	
		Team Leader for Field Management and Supervision	10	
		B. Experience of the firm in specialized studies related to Dam Foundation like 3D Geotechnical Modelling, Dam Seismic Aspects like Fault Displacement Studies/Seismic hazards, Dam Structural/Dynamic Analysis and any other relevant study in equal weightage	15	
		C. Work Methodology	20	
		D. Specific experience of Project Management Consultancy for minimum 100m high concrete Dam	15	
10	Clause 3.19.1- Bid Security, page 15	The Applicant shall furnish as part of Proposal, a Bid Security of Rs. 75,00,000 (Rupees Seventy Five Lacs Only) in the form of a FDR or Bank Guarantee (Format as per Annexure 1) issued by one of the Nationalized/ Scheduled Banks in India in favour of the Deputy General Manager, Project Implementation Unit Jamrani payable at Haldwani (the "Bid Security"), returnable not later than 90 (Ninety) days from PDD except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (One hundred twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement for the Consultancy in accordance with the provisions thereof.		
11	Additional Clause for Parent/Group Credentials	Consideration of Parent/Group Company credentials shall be made subject to the condition of having undertaken similar assignment as laid down in eligibility conditions in Himalayan region. For use of Parent/Group credentials an undertaking from the Parent/Group Company for incurring all liabilities on failure on part of Subsidiary company to fulfil technical & financial requirements with regard to the assignment shall need be submitted. Prescribed forms have been attached as Annexures 2 & 3.		



Uttarakhand Project Development And Construction Corporation Ltd.

उत्तराखण्ड परियोजना विकास एवं निर्माण निगम लिमिटेड

Damuadhunga, Kathgodam (Nainital)

दमुवाढुंगा, काठगोदाम(नैनीताल)

Rest of the conditions of the RFP (rev 1) remains unchanged. As a result of the above revisions and uploading of reply to queries by bidders (Annexure 4) on website of this office no further queries/clarifications with regard to the assignment will be entertained. Prospective bidders are advised to abide by the bidding schedule for bids submission.

Enclosures : Annexures 1, 2, 3 & 3A, 4

(B.B. Pandey)
Deputy General Manager

Letter no: /PMC/DGM-III/PMC/PIUJ

Date: 23.11.2022

Copy to following for information and n.a please:

1. General Manager, PIU Jamrani, UPDCC, Haldwani
2. Project Manager-4, PIU Jamrani, UPDCC, Haldwani
3. Project Manager-2, PIU Jamrani, UPDCC, Haldwani for uploading on website of PIU Jamrani.

(B.B. Pandey)
Deputy General Manager

*Office Address: Office of Deputy General Manager, Jamrani Drinking Water Multipurpose Project
PIU (UPDCC), Gola Sinchai Colony, Damuadhunga, Kathgodam (Nainital) - 263136*

Annexure-1

Bid Security

Bank Guarantee

.....*Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary:*Name and Address of Employer*

Date:

Bid Security No.:

We have been informed that*name of the Bidder*. (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of*name of contract* under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we*name of Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*amount in figures* (*amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the RFP; or
- (b) does not accept the correction of errors in accordance with the Instructions to Applicants (hereinafter "the ITA"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the RFP.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, as per the provisions of Clause 3.19 of the RFP.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

.....*Bank's seal and authorized signature(s)*

Note: All italicized text is for use in preparing this form and shall be deleted from the final document

UNDERTAKING BY THE PARENT/HOLDING COMPANY

(On letter head of Parent/Holding Company)

No:

Date:..

To,

The Deputy General Manager,
Project Implementation Unit Jamrani, UPDCC
Jamrani Irrigation Colony, Damuadunga,
Haldwani, District Nainital - 263139

Sub: Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.

Dear Sirs,

We, M/s (Name of the Parent/Holding Company) having registered office at(Address of the Parent/Holding Company).....do hereby undertake that in case work of **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.**

is awarded to M/s (Name of the Bidder), who is participating in your subject Tender as a Sole Bidder/ Consortium partner, which is our subsidiary company, we on our strength/strength of ----(name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the work "-----" (the scope of work of subsidiary company) and we shall be responsible for successful completion of the job covered under the scope of M/s
(Name of Subsidiary company).

In case the Bidder, M/s(Name of Subsidiary company) gets qualified/techno-commercially responsive and awarded the work, We do hereby undertake;

- (a) to enter into a separate agreement with the Owner as per the Owner's approved format included in the Bid documents.

We do hereby also confirm that we are not participating either as a sole Bidder or as a sub-contractor against the above Invitation.

Yours faithfully,

For & on behalf of M/s.
(Name & Address of the Parent/holding Company)

(Office Seal)

Station:

Date:

Note: This letter of authorization should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so be enclosed with this Letter of Undertaking.

* undertaking to be given by the parent/holding company if Subsidiary company was qualified on the strength of parent/holding company.

PARENT/HOLDING COMPANY AGREEMENT

(To be executed on non-judicial Stamp paper of appropriate value)

(For sole Bidder)

THIS AGREEMENT IS MADE on this the..... day of between the UPDCC Ltd. Company registered under the Companies Act, 2013 having its Registered Office at P-4/15, Yamuna colony, Chakrata Road, Dehradun - 248001.....(hereinafter referred to as the 'Owner' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the works being awarded to M/s..... (name of Subsidiary Company) and further agreeing to enter into a separate agreement with the Owner besides furnishing an additional Performance Bank Guarantee of value equivalent to 3% of the Contract Price, the Owner has entered into a Contract with M/s (hereinafter referred to as the "Bidder" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for the **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.** (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Owner for providing full support for technical and financial requirements to the Bidder and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Owner and the Bidder for the execution of the Work described therein for **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & and Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State.**Uttarakhand
- 3.(a) The Parent/holding Company hereby agrees to the Owner to ensure due and faithful performance of the obligations and liabilities by the Bidder under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to the Bidder for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/holding Company.
3. (b) In the event of breach and/ or failure on the part of the Bidder to perform or fulfill any of its obligations and liabilities under the Contract, the Owner may at its discretion call upon the

Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).

3(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Owner at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Owner on account of such breach.

3(d) It shall not be necessary for the Owner to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Owner having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Owner may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.

In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.

3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions of the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Owner by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.

4. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Owner and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.

5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the completion of the assignment.

6. Notification Period by the Owner pursuant to the Conditions for the Contract.

7. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Owner and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.

8. The Owner shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Owner and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the

Owner against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Owner from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Owner of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Owner or any indulgence by the Owner to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.

9. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
10. This Agreement shall be interpreted and be governed under the Law of India.
11. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular Conditions of Contract. The courts of Faridabad/Chandigarh shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT HALDWANI.

For and on behalf of the Owner
(through authorized representative)

For and on behalf of the Parent/holding
Company
(through duly authorized representative)

Witnesses:

1. _____(Signatures)
(Name & Address)
2. _____(Signatures)
(Name & Address)

Witnesses:

1. _____(Signatures)
(Name & Address)
2. _____(Signatures)
(Name & Address)

* Strike out the form, if not applicable by the bidder.

(Notarized by Notary Public)

PARENT/HOLDING COMPANY AGREEMENT

(To be executed on non-judicial Stamp paper of appropriate value)

(For Consortium)

THIS AGREEMENT IS MADE on this the..... day of between the UPDCC Limited, a Company registered under the Companies Act, 2013 having its Registered Office at P-4/15, Yamuna colony, Chakrata Road, Dehradun - 248001 (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at..... (Hereinafter referred to as the "Parent/holding Company" of the Consortium Partner M/swhich expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the scope of works of M/s(name of Subsidiary Company) being awarded to lead Partner M/s____, the Owner has entered into a Contract with the Consortium comprising M/s..... and M/s____(hereinafter referred to as the "Bidder" which expression shall unless repugnant to the subject or context or meaning thereof include their successors, administrators, executors and permitted assigns) for the **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State** (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Owner for providing full support for technical and financial requirements to its Subsidiary M/s and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Authority and the Bidder for the execution of the Work described therein **Selection of Owner's Engineer & Project Management Consultant for Owner's Engineer & Project Management Consultancy (OE&PMC) Services for Dam Contract of Jamrani Dam Multipurpose Project over Gola river at Jamrani village in Distt Nainital of Uttarakhand State**

- 3.(a) The Parent/holding Company hereby agrees to the Owner to ensure due and faithful performance of the obligations and liabilities by M/s
(name of Subsidiary Company) under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to M/s (name of Subsidiary Company) for completion of the works covered under the Contract. The provisions of Contract shall mutatis- mutandis apply to the Parent/holding Company.
3. (b) In the event of breach and/ or failure on the part of M/s (name of Subsidiary Company) to perform or fulfill any of its obligations and liabilities under the Contract, the Owner may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides enjoining the Bank guarantee(s).
- 3(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Owner at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Owner on account of such breach.
- 3(d) It shall not be necessary for the Owner to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Owner having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give effect to this Agreement, the Owner may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.
- In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.
- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions for the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Owner by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Owner and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the completion of the assignment.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Owner and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.
7. The Owner shall have the full liberty from time to time to vary any of the terms and conditions

of the Contract by mutual agreement between the Owner and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Owner against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Owner from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Owner of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Owner or any indulgence by the Owner to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.

8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular Conditions of Contract. The courts of Faridabad/Chandigarh shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT HALDWANI.

For and on behalf of the Owner
(through authorized representative)

For and on behalf of the Parent/holding
Company
(through duly authorized
representative)

Witnesses:

1. _____(Signatures)
(Name & Address)
2. _____(Signatures)
(Name & Address)

Witnesses:

1. _____(Signatures)
(Name & Address)
2. _____(Signatures)
(Name & Address)

* Strike out the form, if not applicable for the bidder

(To be Notarized by Notary Public)

Reply of Pre-bid Queries with respect to RFP Notice number. 01/DGM-III/PIUJ/PMC/2022-23,
dated 24.09.2022 for OE & PMC for the Jamrani Dam Project.

S. No.	Clause No.	Description	Query/ clarification requested	Reply of project proponent
1	2.1.3 (Page 4)	Dam Design Engineer (Civil Engineer with post graduation in water resources /allied field) Experience Requirement: >25 years Experience of planning & designing of dams and water resources structures	As there are a no. of dam design experts with the rich experience in the design of dams with B.Tech. (Civil) are available in the country, the mandatory qualification of post graduation may result in deprivation of the services of such experts. In case of design of dams and other water resources structures, the longer experience of an expert in most cases may outweigh the possession of post graduation qualification. It is suggested that the requirement for this position may be stipulated as B.Tech/ B.E in civil engineering with requisite experience in dam design. However, for B.Tech. experts the requirement of minimum nos of experience can be increased appropriately, as deemed fit by the authorities.	Modified to the extent possible
2	3.11 ToR (Page 32 &33)	For middle level positions including Senior Design engineers, geologist, quality control experts etc. experience requirement has been put as minimum 10 years	Middle level engineers/ experts are supposed to work in the teams led by very senior level experts each having experience of more than 25 years. The reduction of requirement of experience from 10 years to 5 years for middle level positions will prove a more cost effective proposition for the UPDCC.	Modified to the extent possible
3	3.11 ToR (Page 32,33&34)	For other junior level positions like civil engineers, design engineers, QC experts, surveyors, HSE experts etc. experience requirement has been put as minimum from 5 to 10 years.	Engineers and other junior level resources are supposed to work directly under the middle level experts and with the overall guidance of senior level experts each having experience of more than 25 years. The reduction of requirement of experience from 5-10 years to 3 years for these positions will prove a more cost effective proposition for the UPDCC.	Modified to the extent possible

4	Clause 3.19 and sub clause 3.19.1, page 14 of the RFP	The Applicant shall furnish as part of Proposal, a Bid Security of Rs. 75,00,000 (Rupees Seventy Five Lacs Only) in the form of a FDR issued by one of the Nationalized/ Scheduled Banks in India in favor of the General Manager, Project Implementation Unit Jamrani payable at Haldwani.	We hereby request you to kindly consider the Bid Security in form of Bank Guarantee.	Bid Security may be deposited in the form of FDR and bank guarantee. Format for the same enclosed
5	Clause 4, sub clause 4.2, and clause 2 of the RFP	Criteria for Evaluation: Consultancy firm shall have carried out at least one consultancy assignment either as tender stage Designs / detailed engineering / project management consultant in water resources sector in case of concrete gravity dam of height above 100 m for a Government/PSU client in India	We request you to please modify the clause and consider the concrete gravity dam of height above 80 m for a Government/ PSU client and Private sector client.	As per RFP conditions with latest revisions.
6	Clause 4, sub clause 4.1.2, D	Relevant Experience, Particular, Project Management Consultancy for minimum 100 m high concrete dam	We request you to please relax the eligibility condition and consider the minimum 80 m height of concrete gravity dam/ RCC/ CFRD Dam.	As per RFP conditions with latest revisions.
7	Clause 2.1.3, page 4 of the RFP	Key Personnel: Key Personnel mentioned in the clause must have Post Graduate in relevant field	We request you to please modify the clause and consider the Bachelor degree in relevant field or allied domain with minimum 25 years of experience for evaluation and score.	Modified to the extent possible
8	Clause 3.10 and 3.11, Personnel, Page 31 of the RFP	Field Management and Supervision	It's requested to kindly define the number of man-months during the Field Management and supervision phase of the contract so that all bids remain at similar platform	The man months cannot be defined at this stage however as an indicative guide the field management and supervision phase which is to commence after the main dam contractor is on board may be assumed to be for about 54 months.
9	Clause 6.3, Mode of billing and Payment:	The Authority shall cause the payment due to the Consultant to be made within 60 (sixty) days after the receipt by the authority of duly completed bills with necessary particulars (the Due Date").	We request you to please modify the clause as 60 days period is too long for payment of invoice. The same shall be around 30 days for such type of assignment	Best efforts will be made to release the payments well within the 60 days period however as its dependent on the fund flow the period of 60 days cannot be further relaxed.
10	Mobilization	Mobilization advance.	There is no provision for mobilization advance payment	Suitable provision has been

	advance.		in the RFP, This being a consultancy work, mobilization advance will be required. We request you to kindly provide interest fee mobilization advance payment @ 10 % of the contract amount as funds will be required for better utilization of the resources.	made for interest bearing advance payment
11	Clause 2.4, page 41 of the RFP document Expiration of Agreement	Expiration of Agreement, Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) period of delivery of the final deliverable to THE AUTHORITY; and (ii) the expiry of 3 (three) months from the Effective Date. Upon Termination, THE AUTHORITY shall make payments of all amounts due to the Consultant hereunder	We request you to please modify the period for expiry of agreement as 3 month from the effective date is not correct. Please change it to 5 years from the effective date.	Amended as per fresh Corrigendum No 2
12	Clause 1.9, sub clause 1.9.1	Communication: Submission of Proposal(s) in hard copy in response to this RFP through registered post/speed post/ courier or hand delivered.	We request you to please reconfirm the mode of submission of Technical Bid and Financial Bid.	The mode of submission of proposal is in hard copy only (through registered post/speed post/ courier or hand delivered).
13	Clause 3.5, sub clause 3.5.1 of the RFP	Insurance to be taken out by the Consultant	We have global insurance policies that has adequate to cover all the project that are handled by it, the consultant can provide the necessary certificates, Please confirm.	If insurance covers all the risk/hazards etc as per applicable laws in India, the same may be considered.
14	General	Detailed Project Report	It is requested to please share the detailed project report before the submissions of the bid as better understanding of the project.	Uploaded on website of this office
15	Clause 2.2 and 2.3 , of the RFP document	Commencement, Completion and Termination of Agreement, If the Consultant does not commence the Services within the period specified in Clause 2.2 above, THE AUTHORITY may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.	We request you to please modify the said clause as one week notice period are very less to the consultant for null and void of the contract, it is requested to please change it to 15 days. Please confirm	Amended as per fresh Corrigendum No 2
16	Clause 3.28, Commencement	The Consultant shall commence the Services within 2 (Two) days of the signing of the	We request you to please modify the said clause as two days' time period are very less to commence the services,	Amended as per fresh

	of assignment	Agreement, or such other date as may be mutually agreed duly intimating the same to THE AUTHORITY. If the Consultant fails to either sign the Agreement or commence the assignment as specified herein, THE AUTHORITY may invite the next highest ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited.	it is requested to please change it to 15 days. Please confirm	Corrigendum No 2
17	Appendix 2, page 82 of the RFP form 2 cost of services	No escalation on any account will be payable on the above amounts during the duration of the agreement	There is no provision for price escalation in the RFP document. We understand that the project duration mentioned in the RFP document is sufficient for completion of services.	The assignment is for project duration of 05 years. In the revised RFP, financial proposal is sought for each year
18	Clause 1.7, page 2 of the RFP,	Schedule of selection process, Submission end date	We request you to please extend the last date of bid submission at least three weeks from the original date of bid submission.	Last date of bid submission stands amended to 07 th Dec 2022
19	RFP, Bid Eligibility, Clause 3.1.2, Page No.-6	All Applicants shall have a registered office in India. For proof of registration the Applicant needs to necessarily submit a photocopy of the Certificate of Registration and a photocopy of the PAN card issued to them by Income Tax Department, Government of India. Firms can submit the proposal in Association/ Consortium/ Joint Venture, provided that the total numbers of firms in an Association is not more than two. In such cases, a firm cannot be in association with more than one firm for being eligible for this bidding. In case of Association/ Consortium/ Joint Venture with other firms, the firms should meet the eligibility qualification jointly. In the eventuality of selection of such Association/ Consortium/ Joint Venture bidder, they have to nominate one of the firms as a lead firm for operation of the contract, before signing the Contract	The Client is requested to kindly clarify that the International JV is allowed for this work or not. We would like to request you to kindly allow the participation of Foreign Company as the member of Joint Venture were in, the lead member shall be the Indian registered firm. This enhance our technical capability and quality services to be provided under this prestigious assignment of the department.	International JV is not allowed.

	Agreement		
20	RFP, Criteria for Evaluation, Clause 4.2, Page No.-18	<p>Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 100 m for a Government/PSU client in India.</p> <p>Whereas, Column 4 of form No.-8, Appendix 1 at page no. 77 of the RFP mentioned," Type of client-Government/PSU/Private."</p> <p>Kindly confirm that the eligible assignment for a reputed private entity shall also be allowed. As per Sl. No. -1 we request the department to kindly considered international experience.</p>	<p>For eligible assignment Government/PSU client in India shall only be considered. However for consideration of Parent/Group Company credentials shall be made subject to the condition of having undertaken similar assignment as laid down in eligibility conditions in Himalayan region. For use of Parent/Group credentials an undertaking from the Parent/Group Company for incurring all liabilities with regard to the assignment shall required to be submitted.</p>
21	RFP, Bid Data Sheet, S.No.-4, Page No.-2	<p>Last Date & time For Submission of Proposal- 1200 hrs. IST on 25-10-2022</p>	<p>As you must be aware that we are just entering the festive month (Dussehra, Diwali etc.), many of the required dedicated staff shall be unavailable and on their scheduled leaves. On perusing the RFP, it is observed that this tender requires considerable time and focus to prepare and submit the competitive bid.</p> <p>In this regard, we request the department to kindly extend the last submission date by at least 15 days (i.e., from 25.10.2022 to 09.11.2022), enabling us to submit our best competitive bid.</p>
22	General	Project Funding	<p>Jamrani dam project is likely to be funded under PMKSY-AIBP scheme of MoJS, GOI.</p>
23	General	Parent/Group Company/ Credentials	<p>Consideration of Parent/Group Company credentials shall be made subject to the condition of having undertaken similar assignment as laid down in eligibility conditions in Himalayan region. For use of Parent/Group credentials an</p>

				undertaking from the Parent/Group Company for incurring all liabilities on failure on part of Subsidiary company to fulfil technical & financial requirements with regard to the assignment shall need be submitted.
24	1.8 (Page-3) Communication	Pre-bid conference	Under the referred provisions, we request to facilitate link to attend Consultancy Team Qualifications the Pre-bid meeting vide Online mode.	Link shared
25	2.1.3 (Page-4) and 3.11 (Page-3110): Key Personnel	Consultancy Team Qualifications	Key Personnel Eligibility for Domain Heads be reduced to 15 Years.	Requirement amended to the extent possible
26	3.19 (Page-14): Bid Security	The Applicant shall furnish as part of Proposal, a Bid Security of Rs. 75,00,000 (Rupees Seventy Five Lacs Only) in the form of a FOR issued by one of the Nationalized Scheduled Banks in India in favour of the Deputy General Manager, Project Implementation Unit Jamrani payable at Haldwani (the "Bid Security"), returnable not later than 50 (Sixty) days from POD except in case of the two highest ranked Applicants.	Bid security from Nationalized Scheduled Banks in India be permitted In form of Bank Guarantee. Request to provide a format for Bank Guarantee.	Bid Security may be deposited in the form of FDR and bank guarantee. Format for bank guarantee is enclosed herewith
27	4.2 (Page-18): Eligible Assignments	Consultancy firm shall have carried at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 100 for a Government/PSU client in India.	Kindly permit assignments carried for preparation of Detailed stage Project Report comprising of 100m concrete gravity dam in India with a Private Developer too and having Clearance from CWC OR Similar assignments outside India be permitted.	For eligible assignment Government/PSU client in India shall only be considered.
28	9.4.2 (Page-54): Arbitration	Taking guidance from Permanent Machinery of Arbitrators Notification vide DPE O.M. No. DPE/4(10)/200, there shall be a sole arbitrator may designated by the Government of Uttarakhand from amongst the Directors and Head of Departments serving under it who shall follow the procedure as per Arbitration	A dispute with Indian an Consultant shall be finally settled, by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996. as amended by the Arbitration & Conciliation (Amendment) Act, 2019. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Owner and the Consultant. The third Arbitrator shall be chosen by	Amended as per fresh Corrigendum No 2

		and Conciliation Act to pass and award.	the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently. the Presiding arbitrator shall be appointed by the President of the Institution of Engineers (India). For the purposes of this Sub-Article, the term "Indian Consultant" means a consultant who is registered in India and is a juristic person created under Indian law as well as a joint venture between such consultant and foreign consultant The Independent Engineer shall act as per Standard Operating Procedure (SOP) (sued by the Ministry of Power vide Office Memorandum no. 15-8/1/2020-HYDEL-Mo dated 27.09.2021 or as amended from time to time.	
29	General- bid Extension	Submission Schedule	Given a long Festive Month, we request the Submission schedule be extended by 4 weeks.	Dates extended
30	Section 3, Clause 3.1.1 pg 6 – Financial Capacity.	The Applicant shall have received an average income of Rs.500.00 lacs (Rupees Five Hundred Lakhs) from professional fees during any of the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fee hereunder refers to fee received by the Applicant for providing advisory or consultancy services to their clients in water resources sector	The financial capability criteria is not as per procurement guidelines of Government of India. As per guidelines, Financial capability criteria should be based on Average annual turnover, which should be atleast 30% of the estimated cost. Thus, kindly reconsider to amend this criterion as per procurement guidelines of Gol, as "Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 19 Crs."	As per RFP conditions with latest revisions.
31	Section 4, Clause 4.2 pg 18	Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 100 m for a Government/PSU client in India.	It is a fact that in India, experience in dams with height above 100m is very limited, and development of Roller Compacted Concrete dams are very few. To bring in international experience and to allow more bidder participation, it is requested to kindly modify the criteria as "Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in	As per RFP conditions with latest revisions.

			water resources sector in case of concrete gravity dam/Roller- Compacted Concrete dam of height above 100 m And, it is requested, to kindly allow wholly owned Indian subsidiary to use project credentials of their group companies.	As explained at SI No 23
32	Section 4, Clause 4.1.2 pag 18	Key Personnel score (50), Water resources Expert cum Team leader (10), Dam Design Engineer (10), Geotechnical Engineer/Geologist (10), Hydro Mechanical Expert (10), Team Leader for field management and supervision (10) Specific experience of the firm [20] Work Methodology [20] Project Management Consultancy for minimum 100m high concrete dam [10]	For fair and transparent evaluation, kindly specify the sub criteria and points for each of these main criteria's [A], [B] & [C].	Amended as per fresh Corrigendum No 2
33	Schedule-1 TOR, Clause 2.1 Pg 24Under this assignment it is envisaged to engage a Design Engineer & Project Management Consultant firm for execution of the Dam Contract.....	<p>Kindly clarify on following- How many contracts, are planned for implementation of Jamrani Multipurpose project? Type of Contracts (EPC or Item rate)?) Condition of contracts adopted (FIDIC/ MDB Harmonized/UPDCC specific)?</p> <p>Who will be responsible for Electro- mechanical and civil works of powerhouse, intake and outlets of water supply or other project components?</p> <p>Who will be responsible for design and supervision of dam infrastructure works such as approach roads, dam or staff facilities, dam surveillance & controls, dam instrumentation etc.</p> <p>Kindly confirm that this assignment is for execution of only dam contract.</p>	<p>One Contract is proposed for Dam and its appurtenant works i/c Diversion works and approach road. EPC contract is proposed. UPDCC/ Irrigation Dept. specific Separate Dept. other than UPDCC shall be constructing other components and will be responsible for the same. As per EPC contracting the company constructing the dam shall be responsible for design, supervision etc along with UPDCC.</p> <p>This assignment is for PMC of Dam and Appurtenant works i/c diversion works and approach road.</p>

34	Schedule-1 TOR, Clause 2.1 Pg 25	The Consultant will establish a laboratory approved and authorized by competent authority and ensure the testing of construction materials and finished items of work on a daily basis.	Kindly clarify the following: Space required for laboratory at project site will be provided by the client Frequency of tests to be conducted as per relevant IS code.	Yes, space required for laboratory at project site will be provided by the client. Frequency of tests to be conducted as per relevant IS code and/or as per UPDCC requirements.
35	Schedule-1 TOR, Clause 3.6.7 Pg 29	The consultant shall get prepared a detailed Project Completion Report (PCR) through Contractor along with a Project Completion Certificate up to commercial operation of machines.	Kindly confirm that Consultant is responsible for Dam contract only, which includes civil works & HM works for spillway gates & hoists of main dam. Duration of assignment is 05 years, kindly clarify the duration of construction period and duration of defect liability period.	Consultant is responsible for Dam and Appurtenant works i/c diversion works and approach road contract only, which includes civil works & HM works for spillway gates & hoists of main dam. Duration of assignment is 05 years. Duration of defect liability period is 03 years.
36	' Schedule-1 TOR, Clause 3.6.26 Pg 30	The post construction services to ensure the preparation of as-built drawings by the contractor, preparation of final report and final account, administration of Defects Liability Period activities, and issuance of Interim Payment Certification, Final Payment Certificate, Defect Liability Certificates, and other certificates	Duration of assignment is 05 years, kindly clarify the duration of construction period and duration of defect liability period.	Duration of construction is 05 years. Duration of defect liability period is 03 years. For clarification the services of consultant during defects liability period shall be extended based on mutually agreed terms and conditions.
37	Section 3, Clause 3.2 Conflict of Interest, pg-7	General.	Kindly disclose the consultant who had prepared the feasibility studies or tender documents.	It is a common practice to bar Consultants involved in preparing DPR and designs for the project from taking up subsequent assignments with Contractors or other entities that have/will be awarded works contract for the project to safeguard the interests of the Owner and avoiding Conflicts of Interest. Thus Consultants

				involved in preparation of feasibility studies or tender documents for the project will be allowed to bid for the assignment but won't be allowed to take up assignments with Contractors or other entities that have/will be awarded works contract for the project. Thereby Para 3(a) of Schedule 3-Guidance Note on Conflict of Interest stands deleted. For clarification the finally selected Consultant for this assignment won't be able to render services with Contractors that would execute downstream works of the project.
38	Schedule-1 TOR, Clause 3.11, pg	Personnel	<p>Kindly mention the age limit of experts.</p> <p>It is requested to kindly confirm whether it is mandatory to provide CVs for only evaluated 5 positions, or CVs of all personnel as mentioned in clause needs to be provided.</p> <p>To avoid unfair competitive advantage, kindly specify minimum or estimated person-month inputs required for key experts to complete the assignment.</p> <p>Please also share the implementation schedule for the project so that consultant can plan its deployment schedule.</p>	<p>65 years</p> <p>CVs of Key Experts may be submitted.</p> <p>Man Months have been indicated in Clause 3.11 of revised RFP.</p> <p>Implementation schedule is from 2023-2028.</p>
39	General	Extension of bid submission time	<p>We are very much interested to participate in the process. In order to prepare an exact estimation as per your requirement and to make our best competitive offer, you are requested to extend the due date of bid submission by at least three weeks i.e by 15/11/2022.</p>	<p>Dates extended</p>
40	Bid Data Sheet, Serial number-7 and 8	Proposal Processing Fee & Bid Security	There is a discrepancy in the name of Beneficiary for Proposal Processing Fee and Bid Security. It is requested to kindly clarify whether both fees is to be issued in favour of the Deputy General Manager or General Manager.	Deputy General Manager

41	Bid Data Sheet, Serial number-8	Bid Security	It is requested to kindly consider Bid security of Rs. 75,00,000/- (Indian Rupees Seventy Five Lakhs only) in form of Bank Guarantee from Nationalized/Commercial bank. If consider, it is requested to kindly provide the format for Bid Security.	Admitted. Bid Security Format being provided
42	4.2 Page Number-18	Eligible Assignment Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 100 m for a Government/PSU client in India.	For wider participation it is requested to kindly modify the clause as "Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam/ Rock fill Dam of height above 100 m for a Government/PSU client in India/ Abroad Kindly consider	As per RFP conditions with latest revisions.
43	3.12.2, Page number-10		As per the tender document soft copy in MS-Word and PDF format of Technical Proposal is required. It is therefore requested to kindly consider only scanned PDF format of Technical Proposal in CD/DVD/ Pendrive. Kindly consider	As per RFP conditions with latest revisions
44	3.13.2, (i), Page number-11		It is requested to kindly consider scanned signature of Key Personnel during the bidding the stage.	As per RFP conditions with latest revisions
45	TOR		Kindly clarify whether all CVs has to be submitted at the time of bidding stage or only Key personnel i.e. Water Resource Expert cum Team leader, Dam design Engineer, Geotechnical Engineer/Geologist, Hydro Mechanical Expert and Team Leader for Field Management and Supervision.	CV of only key experts are required during evaluation of Bid. Balance may be submitted at the time of contract signing
46			Time extension of at least two weeks may be granted for preparation of a comprehensive Proposal	Last date of bid submission stands amended to 07 th Dec 2022
47	Clause 3.2.3 (Page 8)	Conflict of Interest "An Applicant eventually appointed to provide Consultancy for this project, and its Associates, shall be disqualified form subsequently providing goods or works or services related to the construction and operation of the same project to any agency other than the UPDCC/ Irrigation Department Uttrakhand and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein	Generally, DPR consultants and other consultants working with the client are barred from taking up subsequent consultancy assignments contractor or other vendors working for with the the same project but they are not generally barred from participating in the bidding process of any of the subsequent consultancy assignments directly floated by the Client in respect of the same project or any other projects. in view of the above, please clarify, whether Consultants/ Firms who have prepared DPR or carried out Tender	As explained at SI No 37

		shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/advisory services performed for the AUTHORITY in continuation of this Consultancy or to any subsequent consultancy/advisory services performed for the AUTHORITY in accordance with the rules of the AUTHORITY.....	Stage Designs and Drawings or provided any other consultancies services in respect of Jamrani Project to UPDCC or Irrigation Department, Uttarakhand are eligible for bidding of the current assignment?	
48	Draft Form of Agreement Clause 7.3. Liquidated Damages (Page57)	<p>"7.3 Liquidated Damages.</p> <p>7.2.1. Liquidated Damages for error/variation In case any error or variation detected the reports submitted by the Consultant and such error or variation it the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by THE AUTHORITY in reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to 0 maximum of 10% (10 percent) of the Agreement Value.</p> <p>7.2.2. Liquidated Damages for delay in case of delay in completion of the Services, Liquidated Damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p> <p>7.2.3 Encashment and appropriation of Performance Guarantee and Security Deposit THE AUTHORITY shall have the right to invoke and appropriate the proceeds of the</p>	<p>For a consultancy assignment stretched Over a period of 5 years, the upper cap of liquidated damages as 10% of the total contract amount is on very high side.</p> <p>It is requested that overall ceiling of all liquidated damages may be capped at 2% of the total contract amount</p> <p>Generally delays, if any, occur on the part of Contractor or other stake holders or due to lack of requisite data and information, factors beyond the control of consultants etc.</p> <p>It is requested that this clause 7.2.2. may please be deleted.</p>	As per RFP conditions with latest revisions

		Performance Security and Security Deposit, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of Liquidated Damages or any dues specified in this Clause 7.3"			
49	3.11 (Page 35)	Personnel S.No.2 Legal Expert Post Graduate in Law/LLM or allied domain	Generally, Post Graduate in Law/LLM is mainly for academic purpose. LLB shall suffice here, it is requested that the LLM may replaced with the LLB	As per RFP conditions with latest revisions	
50	1.7	Schedule of Selection Process, Submission End Date	We request you to kindly extend the deadline by 4 weeks to aid us in presenting a good proposal	Last date of bid submission stands amended to 07 th Dec 2022	
51	3.1 (D)	Availability of Key Personnel	All team members deputed to this assignment would be in some form of professional engagement with the company and not necessarily in regular payroll. This has been the preferred employment in the private sector. This may please be considered.	The Water Resources Expert cum Team Leader shall be Permanent employee of the Applicant.	
52	4.2	Eligible Assignments	The height of concrete dam in the deepest reach is 98.00m, this may please be accepted	Admitted	
53	3.3.2	Quality Assurance	The contractor has to setup the lab with valid calibration certificates or use external accredited labs. Consultant may please be exempted from setting up the lab	Setting up of lab by PMC is the key requirement and can't be exempted	
54		General	Please confirm the exact mode of contracting for works: EPC, Item rate and no. of packages/contractor intended to be employed	EPC	
55	Clause 3: Bid Eligibility: 3.1.2 (A) Technical Capacity	The Applicant and preferably its key personnel shall have, over the past fifteen years preceding the PDD, undertaken at least 1 (One) Eligible Assignments as specified in clause 4.2 "Consultancy firm shall have carried out at least one consultancy either as designs/engineering/ detailed management consultant in water resources sector in case of concrete gravity Dam dam of height above 100 m for a Government/PSU client in India."	We understand to fulfil the Technical Capacity the experience of PMC of any project of water resources sector will be considered. Please Confirm! Further, we requesting you to please review the condition of Eligible Assignments as specified in clause 4.2 and consider the Earthen Dam projects also reduce the required height of the dam from 100m to 75m.	As per RFP conditions with latest revisions.	

56	Clause 3: Bid Eligibility 3.1.2 (F) Conditions of Eligibility for Firms	<p>All Applicants shall have a registered office in India. For proof of registration the Applicant needs to necessarily submit photocopy of the Certificate of Registration and photocopy of the PAN card issued to them by Income Tax Department, Government of India Firms can submit the proposal in Association/Consortium/Joint Venture, provided that the total numbers of firms in an Association is not more than two. In such in cases, a firm can not be in association with more than two. In such cases, a firm can not be in association/Consortium/ Joint Venture with other firms, the firm should meet the eligibility qualification jointly. In the eventuality of selection of such Association/ Consortium/ Joint Venture bidder, they have to nominate one of the firm as a lead firm for operation of the contract, before signing the Contract Agreement.</p>	<ul style="list-style-type: none"> • We Turkish Engineering Consulting & Contracting-TUMAS India Private Limited is registered in India under the Companies Act 2013 in 2018. We are wholly owned company of TUMAS Turkey • We understand that we will use our parent company credentials (Technical & Financial) and same will be considered for evaluation purpose. • In this regard Ministry of Finance. Department of Expenditure has Issued a letter for consideration foregin companies registered In India shall be allowed to bid. <p>Please confirm!</p> <p>As Joint venture/ Consortium/ Association is allowed to participate in Tender. Further we request you to please specify the criteria for both Lead Partner and JV Partner, further also clarify the condition for Association.</p>	<p>As explained at SI No 23.</p> <p>Lead partner should have more than 50% share in JV</p>
57	APPENDIX-11: Form-2-Cost of Services: Financial Proposal: Note:	<p>1. No escalation on any account will be payable on the above amounts during the duration of the agreement.</p>	<p>The duration assignment is for 05 Years or completion of Dam work So, by seeing such long time duration We requesting you to add provision of Escalation on completion of every 12 months.</p>	<p>Bidders are expected to quote annual rates for each year making allowance for escalation.</p> <p>In case of extension of project duration beyond 05 years escalation shall be worked out based on CPI index.</p>
58		<p>Page 3, Bid data sheet, Bid Security</p> <p>75,00,000/- (Rupees Seventy-Five Lacs Only in the form of a FDR issued by one of the Nationalized/Scheduled Banks in India in favour of the Deputy General Manager, PIU Jamrani, payable at Haldwani. The Bid Security shall remain valid up to 120 (One hundred twenty) days from the PDD.</p>	<p>Request you to reduce Bid security and allow id security from International Banks as well (which is a Foreign Bank having their operations in India) and the same is allowed by other clients as well in India</p>	<p>As per RFP conditions with latest revisions</p>
59		<p>4.2. Eligible Assignments</p> <p>For the purposes of determining Conditions of</p>	<p>Request you to consider eligible assignments outside India as well considering the high magnitude of project and international experience will help in technology</p>	<p>As per RFP conditions with latest revisions.</p>

		Eligibility and for evaluating the Proposals under this RFP, the following shall be considered - Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources concrete gravity dam of height above 100 m for a Government/PSU client in India	transfer For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following shall be considered - "Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 100 m."	
60		General-Date Extension	TO prepare a qualitative/competitive bid we request you to extend the project submission date by at least three weeks from the date of pre-bid reply.	Last date of bid submission stands amended to 07 th Dec 2022
61	Clause 3.19 and sub clause 3.19.1, page 15 of the RFP	The Applicant shall furnish as part of Proposal a Bid Security of Rs. 75,00,000 Rupees Seventy Five Lacs Only) in the form of a FDR issued by one of the Nationalized/Scheduled Banks in India in favor of the General Manager, Project Implementation Unit Jamrani payable at Haldwani.	We hereby request you to kindly consider the bid Security in form of Bank Guarantee.	Admitted
62	Clause 4, sub clause 4.1.2, D	Relevant Experience, Particular, Project Management Consultancy for minimum 100 m high concrete dam	We request you to please We request you to please relax the eligibility condition and consider the minimum 60 m height of concrete gravity dam/ RCC/ CFRD Dam.	As per RFP conditions with latest revisions
63	Clause 4, sub Clause 4.1, and Clause 2 of the RFP	Criteria for Evaluation: Consultancy firm shall have carried out at least one consultancy assignment either as tender stage Designs/detailed engineering/project management consultant in water resources sector in case of concrete gravity dam of height above 100 m for a Government/PSU client in India.	We request you to please modify the clause and consider the concrete gravity dam of height above 60 m for a Government/ PSU client and Private sector client (who have executed the project for a government/ PSU client Also request you to kindly confirm that the Parent company credentials and outside India shall be considered.	As per RFP conditions with latest revisions Parent company credentials can be considered provided the experience is specific to Himalayan region.
64	Clause 2.1.3: Key Personnel, Sr No 5	Team Leader for Field Management and Supervision (Post Personnel, Sr No 5 Graduate/ B.Tech. (Civil) with post graduation in the related field).	We request you to kindly confirm the field of Post-Graduation.	All relevant field of civil engineering will be considered.
65	Clause 4: Consultant Personnel, and sub clause 4.2.4.2.1: Page 53 of the RFP	Deployment of Personnel The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement.	We would request you to please share the Annexure 2 and Annexure 3 of the agreement. Also request you to kindly defined the number of man-months during the Design review, Field Management and	Annexure 2 and 3 shall be provided by bidder. We have shared our requirement of work to be

	document	The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.	supervision phase of the contract so that all bids remain at similar platform	carried out under the assignment. Man months is based on the quantum of work and may be decided by the bidder itself. Moreover a QCBS mode of evaluation is being used.
66	Clause 7.7.1.7.1.1 and 7.3 Liquidated Damages & Penalties	<p>7. LIQUIDATED DAMAGES & PENALTIES</p> <p>7.1. Performance Security 7.1.1 The Consultant shall furnish a Bank Guarantee substantially in the form specified at Annex- 5 of this Agreement as performance security (the Performance Security"), amounting to 5% (five per cent) of The Agreement Value, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in for recovery of liquidated damages or any other. dues as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, THE AUTHORITY may recover the same by way of deductions from any subsequent payments due and payable to the Consultant hereunder, in accordance with the provisions of this Agreement.</p>	We request you to please modify the clause as the same shall not be applicable in case all inputs etc are not made available on time and delay is not solely attributable to consultants. Please confirm	As per RFP conditions with latest revisions
67	Clause 6.3, Mode of billing and Payment, page 55 of the RFP documents	The Authority shall cause the payment due to the Consultant to be made within 60 (sixty) days after the receipt by the authority of duly completed bills with necessary particulars (the Due Date").	We request you to please modify the clause as 60 days period is too long for payment of invoice. The same shall be around 30 days for such type of assignment.	Already explained above in S.No 9
68	Clause 6.3, Mode	The final payment under this clause shall be	We request you to please modify this clause and please	As the period of 120 days has

	of billing and Payment, Sr no C, page 55 of the RFP document	made only after the final report and a final statement, identified as such, shall have been submitted by the consultant and approved as satisfactory by THE AUTHORITY. The Services shall be deemed completed and finally accepted by THE AUTHORITY and the final deliverable shall be deemed approved by THE AUTHORITY as satisfactory upon expiry of 120 (one hundred twenty) days after receipt of the final deliverable by THE AUTHORITY unless THE AUTHORITY, within such 120 (one Hundred Twenty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. THE AUTHORITY shall make the final payment upon acceptance or deemed acceptance of the final deliverable by THE AUTHORITY	make provision of the payment@ 80% submission of documents/ reports etc. and 20% after acceptance to maintain the cash flow. The payment duration is too long for such types of assignment.	been stipulated for final payment the same stands unamended.
69	Clause 5, Page 37 of the RFP: Advance payment	The Owner will make, upon the request of the Contractor, an interest-bearing Advance payment to the Contractor Payment exclusively for the costs of mobilization in respect of the Works in an amount not exceeding 10 (Five) percent of the Contract Price in two equal installments as per agreement Clause no 6.4.	Keeping in view of this conditions, it is requested to keep provision the interest free advance payment of 10% of the contract price against the advance performance guarantee	As per RFP conditions with latest revisions
70	Clause 3.3, Quality Assurance, Page 27 of the RFP	The Consultant will establish a laboratory approved and authorize by competent authority and ensure the testing of construction materials and finished items of work on a daily basis.	Whether consultant can't witness the tests only of in contractor's lab instead of establishing own lab. Please confirm the same	Consultant will witness tests in contract lab too. But for quality control aspects on behalf of the Client, testing will be done in own established lab on a daily basis apart from witnessing tests in Contractor's site laboratory.
71	Clause 3.3.8, Page 27 of the RFP	Travelling allowances & accommodation during pre-dispatch inspections, if any shall be	We request you to please modify the clause as the Quantity and location cannot be assessed and so its shall	A suitable allowance has to be made in the rates quoted for

	document	borne by the Consultant itself.	be as per actual on pre-defined rates. Please confirm.	the assignment.
72	Clause 4: Duration of Assignment and payment Schedule	<p>The duration of assignment is for 05 Years or completion of Dam work whichever is earlier. The bidders are expected to quote annual rates for each year for both Part A and Part B, including the applicable escalation for the subsequent years if any.</p> <p>Part A will be payable to consultant as per commencement date of PMC contract. Part B will be payable after the award of letter of commencement of work to the Dam contractor. Payment of fees for both part A and part B shall be made on monthly basis dividing the annual fee by 12.</p> <p>Communication: Submission of Proposal (s) in hard copy in response to this RFP through registered post/speed post/ courier or hand delivered.</p>	<p>We request you to please confirm the duration of the assignment</p> <p>Also request you to please confirm the duration of tender phase and PMC phase of the assignment.</p>	<p>Duration of the PMC assignment is of 5 years.</p> <p>Part A of the work will start immediately as per award of work. Tender phase may be of around 6 months</p>
73	Clause 1.9, sub clause 1.9.1		We request you to please reconfirm the mode of submission of Technical Bid and Financial Bid.	It should be submitted in hardcopy in our office address
74	Clause 3.5, sub clause 3.5.1, page 51 of the RFP	Insurance to be taken out by the Consultant	We have global insurance policies that has adequate to cover all the project that are handled by it, the consultant can provide the necessary certificates, Please confirm.	Already explained in S.No 13
75	General	Detailed Project Report	it is requested to please share the detailed project report before the submissions of the bid as better understanding of the project.	Can be accessed from website of this office
76	Clause 2.2 and 2.3 of the RFP document	Commencement, Completion and Termination of Agreement, If the Consultant does not commence the Services within the period specified in Clause 2.2 above. THE AUTHORITY may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited."	We request you to please modify the said clause as one week notice period are very less to the consultant for null and void of the contract, it is requested to please change it to 30 days. Please confirm	Amended as per fresh Corrigendum No 2
77	Clause 3.13.4, Commencement of assignment, page 12 of the RFP document	The Consultant shall commence the Services within 2 (Two) of days of the signing of the Agreement, or such other date as may be mutually agreed duly intimating the same to THE AUTHORITY. If the Consultant fails to either sign the Agreement or commence the	We request you to please modify the said clause as two days' time period are very less to commence the services, it is requested to please change it to 15 days. Please confirm	Amended as per fresh Corrigendum No 2

		assignment as specified herein, THE AUTHORITY may invite the next highest ranked Applicant for negotiations in such an event, the Bid Security of the first ranked Applicant shall be forfeited.		
78	Appendix 2, page 90 of the REF form Appendix II; Financial Proposal	No escalation on any account will be payable on the above amounts during the duration of the agreement	There is no provision for price escalation in the RFP document. We understand that the project duration mentioned in the RFP document is sufficient for completion of services. It is requested to please make provision for escalation if contract goes beyond the proposed durations.	Already explained in S.No 50
79	Clausa 1.7 page of the RFP	Schedule of selection process, Submission and date	We request you to please extend the last date of bid submission at least three weeks from the original date of bid submission	Last date of bid submission stands amended to 07 th Dec 2022
80	General	Project Funding	We request to kindly furnish the details for Budget Allocation/Funding for Project.	Already explained in S.No 22
81	General	Parent/Group Company Credentials	There is no mention of consideration about Parent/Group Company credentials-Technical and Financial. Request to consider the same.	Already explained in S.No 23
82	1.8 (Page-3): Communication	Pre-bid conference	Under the referred provisions, we request to facilitate link to attend the Pre-bid meeting vide Online mode.	Link was shared
83	3.1.2.B/ Bid Capacity (Page 6)	Bid Capacity Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for consultancy work is equal to or more than the total bid value.	Request to indicate the Bid Value for Assessment of Available Bid Capacity.	Mode of selection for PMC is as per QCBS. Hence, Bid value need to be assessed by bidder itself.
84	3.1.2 C/Financial Turn over/Page-6	The Applicant shall have received an average annual income of Rs. 500.00 lacs (Rupees Five Hundred Lakhs) from professional fees during any of the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fee hereunder refers to fee received by the Applicant for providing advisory or consultancy services to their clients in water resources sector . The amount put to bid will be indexed at the rate of 10% per year.	It is requested to add Hydropower and Pump storage along with highlighted text.	Our understanding is that Hydro-power and pump storage works are works of water resources sector
85	3.19 (Page-14) Bid Security	The Applicant shall furnish as part of Proposal, a Bid Security of Rs. 75,00,000 (Rupees Seventy-Five Lacs Only) in the form of a FDR	Bid security from Nationalized/Scheduled Banks in India be permitted in form of Bank Guarantee. Request to provide a format for Bank Guarantee.	Already explained in S.No 4

		issued by one of the Nationalized/ Scheduled Banks India in favour of the General Manager, Project Implementation Unit Jamrani payable at Haldwani (the "Bid Security"), returnable not later than 60 (Sixty) days from PDD except in case of the two highest ranked Applicants.		
86	4.2 (Page-20): Eligible Assignments	Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 100 m for a Government/PSU client in India.	<ul style="list-style-type: none"> It is requested to consider Hydropower and Pump Storage projects also along with Water resources projects. It is requested to consider the requirement of 100 m dam in India or elsewhere It is requested to include IPP also along with Government/PSU client in India. 	<ul style="list-style-type: none"> Already explained in S.No 84 Work done in Himalayan geology will be considered. Clause remains un-amended
87	4.1 Criteria for Evaluation (Page-20)	The marks shall be considered only for 5 Experts	We understand CV's for only 5 Experts need to be submitted in the bid for consideration for Evaluation Stage. Balance CV's need to be submitted at contract signing stage. Kindly confirm.	CV of only key experts are required during evaluation of Bid. Balance may be submitted at the time of contract signing
88	3.6.26/Page-32	Provide post construction services to ensure preparation of as-built drawings by the contractor, preparation of final report and final account, administration of Defects Liability Period activities, and issuance of Interim Payment Certification, Final Payment Certificate, Defect Liability Certificates, and other certificates.	Please provide the defects liability period upon completion of 5 years contract duration.	Defect liability period is of 3 years
89	3.11/Personnel/Ta ble/Legal Expert/Page-35	Post-Graduate in Law/LLM or allied domain And Should have experience in dealing legal aspects of contract	<ul style="list-style-type: none"> We understand that allied domain also include civil engineer with specialization and/or certification in expert domain. Please confirm. Please explain your expectations w.r.t. legal aspects of contract. Does that mean expert should have experience in arbitration/DAB. The scope of works/TOR stipulates that the OE & PMC to assist the employer in bid evaluation and negotiation which is more of a contractual and procurement related aspects and not the typical legal aspects. 	<ul style="list-style-type: none"> Civil engineering with law qualification is desirable but not a statutory requirement Legal expert should have experience in contractual and procurement related aspects.
90	2.1.3/Key Personnel or 4.1.2/Sub- criteria for Marking of CV's/Page-20	Geotechnical Engineer/Geologist Doctorate/ Post-Graduate in Geology with Experience.	As per available expertise in the industry, a Geologist with Phd is not common, hence, request to relax this requirement to Post Graduate with 15 years to avail the maximum marks in evaluation.	As per RFP conditions with latest revisions

91	5/Advance Payment/Page-37	The Owner will make, upon the request of the Contractor, an interest-bearing Advance payment to the Contractor exclusively for the costs of mobilization in respect of the Works in an amount not exceeding 10 (Five) percent of the Contract Price in two equal instalments.	It is requested to provide the advance payment as interest free as per the prevailing industry practice.	As per RFP conditions with latest revisions
92	3.4.1 Agreement Page-50	The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.	It is requested to delete the highlighted text 'Applicable Law' as it is ambiguous/indefinite and impossible to assess the risk for the consultant associated with it at the time of bidding	As per RFP conditions with latest revisions
93	5.3/Change in Applicable Law/page-54	If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2 , then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.	It is requested to delete the highlighted text as it is impossible to assess the risk for the consultant associated with it at the time of bidding and also not as per the prevailing industry practice.	As per RFP conditions with latest revisions
94	9.4.2 (Page-54): Arbitration	Taking guidance from Permanent Machinery of Arbitrators Notification vide DPE O.M. No. DPE/4(101/200, there shall be a sole arbitrator as may be designated by the Government of Uttarakhand from amongst the Directors and Head of Departments serving under it who shall follow the procedure as per Arbitration and Conciliation Act to pass and award.	A dispute with an Indian Consultant shall be finally settled) by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996, as amended by the Arbitration & Conciliation (Amendment) Act, 2019. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Owner and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. Request to modify the same accordingly.	Amended as per fresh Corrigendum No 2
95	General-Bid Extension	Submission Schedule	We request the submission schedule be extended by 4 weeks from the date of reply to clarifications so as to allow bidders to submit responsive bid.	Last date of bid submission is 07 th Dec 2022.
96	BID DATASHEET	Last date & time for submission of 12:00 hrs. IST Proposal (Proposal Due Date) (PDD) on 07-12-2022	Considering the scale of the project, please allow additional two week extension on the bid submission from the date of reply of pre-bid queries clarifications.	Last date of bid submission is 07 th Dec 2022

97	BID DATASHEET	Bid Security (Refundable) Rs 75,00,000/- (Rupees Seventy Five Lacs Only) in the form of a FDR Issued by one of the Nationalized/ Scheduled Banks in India in favor of the Deputy General Manager, PIU Jamrani, payable at Haldwani. The Bid Security shall remain valid up to 120 (One hundred twenty) days from the PDD.	We request you to kindly accept EMD inform of Bank Guarantee as well along with the prescribed forms.	Admitted
98	INSTRUCTIONS TO APPLICANTS Page No. 5	2.1.3. Key Personnel Hydro Mechanical Expert (Graduate in Mechanical Engineering and Post Graduate in Water resources/ Hydraulics or related field)	Requesting you to kindly remove the Post Graduate in Water resources/ Hydraulics or related field. Generally, this course is related to Civil background.	As per RFP conditions with latest revisions
99	BID ELIGIBILITY Page No. 6	(D) Availability of Key Personnel: The Water Resources Expert cum Team Leader shall be permanent employee of the Applicant.	Requesting you to kindly remove this criteria.	As per RFP conditions with latest revisions
100	CRITERIA EVALUATION Page No. 19	Relevant Qualification & Experience of the Key Personnel S.I. No. Position 1 Water Resources Expert cum Team Leader 2 Dam Design Engineer 3 Geotechnical Engineer/Geologist 4 Hydro Mechanical expert 5 Team Leader for Field Management	You are requested to kindly confirm that the consultants has to submit the CVs for the positions which will be evaluate during technical bid evaluation OR the consultants has to submit all the CV's as mentioned on Page No. 35 to 37 (Part A-Technical and Management Services Design Services & Part B-Field Management & Supervision) in RFP at the time of Bid Submission. Kindly Confirm	CV of only key experts are required during evaluation of Bid. Balance may be submitted at the time of contract signing
101	CRITERIA FOR EVALUATION Page No. 20	4.2. Eligible Assignments Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in consultancy assignment either as tender stage height above 100 m for a Government/PSU client in India	For the purposes of Eligibility and for evaluating the Technical Proposal you are requested to kindly consider the abroad projects done by the firm's under similar conditions and modify this clause as: Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 100 m for a Government/PSU client in India / Abroad.	Work done in regions of Himalayan geology will be considered.
102	Schedule-1: Terms of Reference (TOR) Page No. 34	3.11 Personnel	Requesting you to kindly provide the man-months of each Key personnel.	Already explained in S.No 38

103	Section 2 Cl. No. 2.1.3,	<p>Key Personnel</p> <ul style="list-style-type: none"> Water Resources Expert – cum - Team leader Dam Design Engineer Geo Technical Expert/ Geologist Hydro Mechanical Expert <p>Team Leader for Field Management and Supervision</p>	Water Resources Expert – cum – Team leader	Civil Engineering with Postgraduate in Civil Engineering / water resources or equivalent	<ul style="list-style-type: none"> Should have minimum 20 years of experience in project management of river valley projects. Should have experience in Design and Project Management of at least one concrete gravity dam Project of 80 m high including at least 5 years as team leader / management level. Should have experience in planning, and execution aspects of large Dams, Powerhouse etc <p>Should have executed projects in coordination with various agencies/ departments</p>	As per RFP conditions with latest revisions
			Dam Design Engineer	Civil Engineer with post-graduation in water resources or relevant field	<ul style="list-style-type: none"> Should have min 20 years' experience (25 years for B.Tech) in planning and design aspects of at least one project having concrete gravity Dam height not less than 80 m high. Should have experience in planning, design, and execution aspects of large Dams, including spillway & Intake structures etc Should have executed projects in coordination with various agencies/ department 	

			Geo Technical Expert/ Geologist	Post Graduate degree in Geology or Civil Engineer with post-graduation in geo-technical engineering or equivalent	<ul style="list-style-type: none"> Should have min 20 years of experience in site specific geotechnical studies of Hydropower project components that is Dams and powerhouse at planning, design and execution stage preferably in Himalayan geology. Should have experience in site supervision / geotechnical investigations including geophysical surveys, geological exploration, interpretation etc., Should have experience in assessing the geological / geotechnical risk in advance and proposal of mitigation measures 	
			Hydro Mechanical Expert	Graduate in Mechanical / Civil Engineering or equivalent	<ul style="list-style-type: none"> Should have minimum 20 years of experience in planning and execution of HM works for river valley projects. Should have experience in fabrication and erection of hydro- mechanical equipment such as spillway gates, intake gate, draft tube gates including hoisting arrangements and penstock liner, butterfly valve etc 	

			Team Leader for Field Management and Supervision	Graduate in Civil Engineering / Water Resources or equivalent	<ul style="list-style-type: none"> Should have minimum 15 years of experience in supervision, management and coordination of construction activities, implementation as well as liaison with stakeholders in Hydropower projects having gravity dam. Should have experience in handling the consultant team in supervision, management and monitoring of construction process as well as supporting the Client in supervision, management and monitoring of construction process etc 	As per RFP conditions with latest revisions
104	Section 3 Cl. No. 3.1.2, Point A	Technical Capacity: The Applicant and preferably its key personnel shall have, over the past fifteen years preceding the PDD, undertaken at least 1 (One) Eligible Assignments as specified in Clause 4.2.	As per general practice, technical capacity is requested for the Applicant / bidder / firm eligibility in executing / completed the similar assignments over the past 15 years. Of course, all required key experts shall full the eligibility criteria. Accordingly, we would request you to kindly modify the criteria which was followed in the public procurement. We would like to share the below clause from the recent tender issued from Uttarakhand State for your reference. "Experience of having successfully completed similar works as Prime contractor in			

			<i>Govt. department or Govt. Organization or PSU or PPP mode or Public Limited Company during last 15 years ending last day of month previous to the one in which tenders are invited"</i>	
105	General		We understand the Indian subsidiary of the international firms shall be allowed to use the credentials of their Parent and/or its group company for eligibility and evaluation for technical capacity/eligibility. However, projects in Himalayan Region and having Government organisation / Ministries as their Client only considered for eligibility. The Financial capacity shall be fulfilled by the bidder alone.	Already explained above in S.No 23
106	Section 3 Clause 3.1.2 Point C,	<p>Financial Turnover: The Applicant shall have received an average annual income of Rs.500.00 lacs (Rupees Five Hundred Lakhs) from professional fees during any of the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fee hereunder refers to fee received by the Applicant for providing advisory or consultancy services to their clients in water resources sector. The amount put to bid will be indexed at the rate of 10% per year.</p>	<p>Considering the magnitude of 150.6m high dam, construction & design complexity, project cost, EMD etc., the financial Turnover requirement for eligibility has been set out very low. The CVC, Government of India's circular No. 14/4/07 issued vide letter no. 98-VGL-25 dated 26-04-2007 has specified below for the financial capacity of the eligible bidder</p> <p><i>Average Annual financial turnover during the la. March of the previous financial year, should be</i></p> <p>In view of above, we request you to kindly revisit the same and set the last three years average financial turnover criteria suitably to avoid participation of incapable bidders.</p> <p>As per industry practice, Bidder Turnover or revenue generated from the entire advisory or consultancy business only. As per audited balance sheet there shall not be any bifurcation of Turnover / revenue generated from each sector. Therefore, we request you to kindly accept the revenue generated from advisory or consultancy business as per balance sheet.</p> <p>We also request you to increase the turnover requirements from three years to five years (i.e., equal to the project period) for the consistency / existence of the bidder performance. Also, the index rate specified to arriving present is rate very high generally it should be ranging from 3% to 5% only.</p>	As per RFP conditions with latest revisions
107	Clause no 3.1.2 (D)	Eligibility Criteria: Availability of Key Personnel	<p>Success of a consultancy assignment mainly depends on reliability, qualification and relevant experience of the key experts. In order to ensure consultancy services of required standard and availability of key personnel during entire consultancy period, it is suggested to include followings</p> <ul style="list-style-type: none"> Water Resources Expert cum Team Leader should be in the permanent employee of the firm for at least 10 years <p>Other 4 Key personnel should be permanent employee of the firm for not less than 5 years. Please incorporate.</p>	As per RFP conditions with latest revisions
108	Section 3 Cl. 3.1.3	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors1 stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD as per format at Form-5 of Appendix-I.	We request you to kindly increase the extended the no. of years i.e., three years to five years for the revenue generated preceding the PDD.	As per RFP conditions with latest revisions
109	Section 3 Clause 3.19.1, Pg 15	The Applicant shall furnish as part of Proposal, a Bid Security of Rs. 75,00,000 (Rupees	Generally, as per industry practice, for the large EMD value say more than Rs. 10.00 Lakhs, Client will accept the Bid Security / EMD in the form of Bank Guarantee from	Already explained in S.No 4

		Seventy-Five Lacs Only) in the form of a FDR issued by one of the Nationalized/ Scheduled Banks in India in favor of the Deputy General Manager, Project Implementation Unit Jamrani payable at Haldwani	the scheduled bank in India. Therefore, we request you to kindly provide the format / Performa for Bid Security / EMD along with the Bank Details like Account Name, Account number, Bank Name, IFSC Code etc to obtain the SFMS (Structured Financial Messaging System) confirmation.	
110	Section 3 Cl 3.2.	Conflict of Interest	We understand the firm who have been involved in preparation of the detailed project report and bid management for the project shall not be eligible for the participation on this present bidding process. Please confirm our understanding.	As explained at SI No 37
111	4.1.2 Evaluation of Technical Proposals And 4.2. Eligible Assignments	<p>B. Experience of the firm in specialized studies related to Dam Foundation like 3D Geotechnical Modelling, Dam Seismic Aspects like Fault Displacement Studies/Seismic hazards, Dam Structural/Dynamic Analysis and any other relevant study in equal weightage</p> <p>D. Specific experience of Project Management Consultancy for minimum 100m high concrete Dam</p> <p>Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 100 m for a Government/PSU client in India.</p>	<p>The experience requested in the Point B and D is not matched with the definition of Eligible Assignments specified in criteria 4.2. For the Design review and Project Management / Construction supervision projects, bidder's experience on these criteria not been considered. Therefore, we request you to kindly provide criteria for the equal opportunity for all the eligible bidders to participate in the important project. Accordingly, we suggest the modified Criteria for the overall experience of the firm your reference.</p> <ul style="list-style-type: none"> Overall relevant Experience in Services of a Consultant in Detailed Engineering Design and Project monitoring for Hydro-Electric Projects including Dams. 20 years or more = 5.00 Marks 10 years to < 20 years = 4.50 Marks Less than 10 years = No Marks <p>Specific experience in Detailed Engineering Design / Design Review of completed Concrete gravity dam in Himalayan region during last 15 years</p> <ul style="list-style-type: none"> 02 Projects or more = 10.00 Marks 01 Projects = 5.00 Marks <p>Specific experience in Project Management / Project Monitoring/ Construction Supervision, Quality monitoring of completed concrete Dam in Himalayan Region during last 15 years</p> <ul style="list-style-type: none"> 02 Projects or more = 10.00 Marks 01 Projects = 5.00 Marks <p>Specific Experience in review / monitoring the environmental and R&R issues during implementation of hydropower / water resources projects in Himalayan Region during last 15 years</p> <ul style="list-style-type: none"> 02 Projects or more = 5.00 Marks 01 Projects = 2.50 Marks 	As per RFP conditions with latest revisions

			The balance marks have been adjusted to the approach and methodology, accordingly. Please see the below.	
112	4.1.2 Evaluation of Technical Proposals	Work Methodology - 10	<p>As per the standard practice for the evaluation of bids as per QCBS (80:20) weightage, the approach and methodology, work plan will carry the significant weightage to understand to bidder planning and execution for the project. However, very least weightage have been allocated for this aspect. Therefore, we request kindly allocate the approach and methodology, work plan – 20 Marks.</p> <p>As summary:</p> <p>A. Key Personnel – 50 marks</p> <p>B. overall experience of the firm – 30 marks</p> <p>C. approach and methodology, work plan – 20 marks</p> <p>Total – 100 Marks</p>	Amended as per fresh Corrigendum No 2
113	4.2. Eligible Assignments	<p>Consultancy firm shall have carried out at least one consultancy assignment either as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 100 m for a Government/PSU client in India.</p>	<p>We would like to inform that, very few government department projects with the 100 m dam had been completed / commissioned in the 15 years. This will restrict the participation of qualified firms for this technically challenging assignment. In order to have the wider participation among the qualified firms, we request you to kindly relax the requirement of dam height from 100 m to 70 m and accordingly the modified criteria as below for your reference.</p> <p><i>“Consultancy firm shall have carried out at least one consultancy assignment as tender stage designs/ detailed engineering/ project management consultant in water resources sector in case of concrete gravity dam of height above 70 m for a Government/PSU client in India”.</i></p> <p>Please review and amend the provisions accordingly.</p>	As per RFP conditions with latest revisions.
114	TOR Clause no– 3.3.2 and 3.3.7	<p>The consultant will establish a laboratory approved and authorized by competent authority and ensure the testing of construction materials and finished items of works on a daily basis</p>	<p>Generally, establishing site laboratory is in the scope of works of the contractor. The consultant deploys their quality control engineers and lab technicians in the site laboratory to carryout / witness quality control tests. The tests which are not possible to be carried out in the site laboratory, the same shall be got carried out from the reputed outside laboratory on the cost of the contractor.</p> <p>Please revise the RFP clause accordingly.</p> <p>Requirement of number of lab technician as 16 seems to be very high. Consultant should be allowed to deploy the lab technicians as per requirement.</p>	<p>As explained at SI No 70.</p> <p>As witnessing of tests in Contractors site laboratory along with carrying out independent tests on behalf of Client are required to be carried out the requirement of lab technicians seems logical. However list of personal staff is indicative and bidders have to assess their requirements.</p>
115	Cl. 3.3.8	<p>Travelling allowances & accommodation during pre-dispatch inspections, if any shall be borne by the Consultant itself.</p>	<p>Generally, technical experts associated cost during the pre-dispatch inspections shall be borne by the respective package contractor. Please modify accordingly inline with the sample testing of the materials (Cl.3.3.11)</p>	Already explained in S.No 71
116	General	<p>Facilities to be provided</p>	<p>Please confirm whether office space and accommodation for the Consultant's</p>	Office need to be set up by PMC on

			personnel at site shall be provided by the owner or not. If no, whether project's land will be provided free of cost to the consultant for construction of office and accommodation facilities.	its own. Owner will provide land free of cost for the project duration only. Existing accommodation facilities may be made use of by the Consultant with required maintenance.
117	General	Project Status	Please clarify the status of the project in terms of floating of construction / EPC tender, land acquisition, permits, clearances etc.	PIU is planning to float EPC tender soon. Other statutory requirements are in pipeline as per project planning.
118	General	Estimated consultancy fees – Not provided	We request you to kindly disclose the Estimated consultancy fees for the assignment for these large value tenders.	Already explained in S.No 83
119	3.4. Liability of the Consultant; Pg 50	3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to THE AUTHORITY's property, shall not be liable to THE AUTHORITY: a) for any indirect or consequential loss or damage; and b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.	It is requested to de-link the cap on Consultant's liability from the proceeds of insurances the Consultant is entitled to receive and restrict the same to the Agreement Value paid to the Consultant.	As per RFP conditions with latest revisions
120	3.5. Insurance to be taken out by the Consultant; Pg 51	3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following: a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of an appropriate amount and the copy of the policy to be furnished to THE AUTHORITY within 15 days of installation and commissioning of the equipment.	As per the normal industry practice, the Third-Party liability insurance shall be equal to the Contract agreement value. Please confirm.	As per RFP conditions with latest revisions
121	3.10. Equipment and materials furnished by THE AUTHORITY; Pg 52	Equipment and materials made available to the Consultant by THE AUTHORITY shall be the property of THE AUTHORITY and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to THE AUTHORITY, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of THE AUTHORITY. While in possession of such equipment and materials, the Consultant shall,	The Consultant is required to insure equipment and materials provided by the Authority in an amount equal to their full replacement value. However, who will bear the cost of procuring such insurance has not been stated. As per industry practice such insurances are procured by Consultants and Client bears the cost. Please clarify.	The Consultant shall bear the costs.

		unless otherwise instructed by THE AUTHORITY in writing, insure them in an amount equal to their full replacement value.		
122	7.3. Liquidated Damages; Pg 57	<p>7.2.1. Liquidated Damages for error/ variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by THE AUTHORITY in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (10 percent) of the Agreement Value.</p> <p>7.2.2. Liquidated Damages for delay In case of delay in completion of the Services, Liquidated Damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p>	<p>In Clause 7.2.1, for any error or variation in reports resulting from the negligence of or lack of due diligence by the Consultant is stated to attract “consequential damages” recoverable as deemed liquidated damages (LDs) subject to a maximum of 10% of the Agreement Value. The foregoing seems contrary to Clause 3.4 Liability of the Consultant in as much as that clause excludes Consultant’s liability for indirect or consequential loss or damage. Please clarify your position on this and make appropriate changes.</p> <p>Further, LDs are categorized in to two heads viz., (i) Liquidated Damages for error / variation and (ii) Liquidated Damages for delay. Under both categories separate caps of 10% of the Agreement Value is stated to apply. As the same is enormously high, it is requested to cap the total LDs under both categories to no more than 5% of the Agreement Value.</p> <p>Additionally, the per day application of LDs should be to a certain percentage (say, 0.2%) of the value of the affected portion of services instead of the Agreement Value as a whole.</p>	As per RFP conditions with latest revisions
123	9.4. Arbitration; Pg#60/90	<p>9.4.2. Taking guidance from Permanent Machinery of Arbitrators Notification Vide DPE O.M. No. DPE/4(10)/200, there shall be a sole arbitrator as may be designated by the Government of Uttarakhand from amongst the Directors and Head of Departments serving under it who shall follow the procedure as per Arbitration and Conciliation Act to pass and award.</p>	<p>This provision states a serving Director and Head of Department under the Authority to be the arbitrator. Please confirm if this provision is not violative of the principle of natural justice. Can the Authority represented by its own Director and Head of the Department in an arbitration proceeding not violate principles of Natural Justice?</p>	Amended as per fresh Corrigendum No 2.
124	Bid Datasheet	Last date for submission of bids - 07.12.2022, 12:00 hrs.	<p>We request you to kindly extend the bid submission date by minimum three (3) weeks from the date of issuing / posting the pre-bid response enable consultant to prepare and submit the most fully responsive comprehensive proposal as per the bid requirement.</p>	Last date of bid submission is 07th Dec 2022