

**CONTRACT RS(2R) CLARIFICATIONS REGISTER (CR) CONTRACTUAL**

**Date : 01.12.2011**

Sl No.	Date	Clause	Original Text	Tenderer's Comments	KMRC/GC Response	Addendum Required	Addendum Reference
1	18.11.11	Vol.1 Annex.5 to Questionnaire	Balance sheet, Annex.5 of PQ Questionnaire	To delete the requirement as this information is of a confidential nature and can not be disclosed to third party	As soon as account is audited, the Annual Report becomes the Public Document. In order to ensure the Financial Capability of the Contractor it is must. Hence no change.	No	
2	18.11.11	Vol.1 Annex.5 to Questionnaire	Balance sheet, Annex.5 of PQ Questionnaire	In Annexure 5 definition of fiscal year is not stated. Please clarify if the same can be considered as the financial year followed by the tenderer.	Fiscal year means financial year. Please also follow answer at Sl. No.155 to Contractual queries as per Addendum 4 (Date of issue 10.10.2011)	No	
3	18.11.11	ITT A5.2	Qualification of the Tenderer	<p>(a) It would increase the risk of Association of Persons (as it would be deemed that profit is being shared as one partner is collecting and distributing payments on behalf of the consortium and signing agreements and making decisions on behalf of all members).</p> <p>(b) Billing by Lead member on behalf of the Consortium (even consolidation in excel) would lead to taxation risks like Permanent Establishment for a lead member who is a foreign company.</p> <p>(c) A lead member who is a foreign company can not collect payment in INR for supplies not made by them. If they collect foreign currency payments on behalf of the consortium, they could be at risk of foreign currency fluctuations in re-imbursing to its co-members.</p> <p>Hence we would like to propose the following:</p> <p>(a) Each member of the Consortium shall be responsible for billing the portion pertaining to its scope of work.</p> <p>(b) KMRC shall pay the Consortium members according to bills submitted by them individually in respective currencies.</p> <p>(c) Any person (lead member) appointed as 'Single point Contract' should not represent / make decisions/ sign documents, minutes etc. on behalf of other consortium members</p>	<p>(a) Please refer GCC Cl. 11.5</p> <p>(b) Please refer GCC Cl. 11.5</p> <p>(c) As per ITT CL-A5.2 (e) all partners of the Joint Venture/Consortium shall be jointly and severally responsible for execution of the Contracts in accordance with the Contract terms. It also violates</p>	No	

		<p>d) Prior to communication of any matter related to other consortium members, the nominated person (lead member) must obtain a written confirmation from other consortium members. The role of the 'single point of the contact' (if any) must be strictly restricted to the co-ordination only.</p>	<p>JICA guideline.  (d) This should be agreed by the partners of the JV/Consortium. Employer will go by the representative of the Consortium and their respective role vis-a-vis the contract.</p>	
4	18.11.11	<p>Vol.1, ITT Cl. C2.4 &amp; SCC Cl.1</p> <p>Deemed Export Benefit Change in laws and regulations</p>	<p>We have checked the conditions and applicability of deemed export to this project and have found out that Excise duty and Custom duty exemption applicable under deemed export doesn't extend to projects funded by Japan International Corporation Agency. Please consider excise and customs duty in evaluations of the Quoted price and on awardance of the contract, the same shall be reimbursed to the contractor including all variations in laws and standards, etc. as per clause 1 of the SCC.</p>	<p>Please refer Item 2.2.2.4 &amp; 2.8 of Addendum 8</p> <p>No</p>
5	18.11.11	<p>NIT 5,</p>	<p>Key details</p>	<p>Please refer Item 1 of Addendum 8</p> <p>No</p>
6	23.11.11	<p>ITT C2.4  SCC Cl.1</p>	<p>The Project is eligible for "Deemed Export" benefit.....Custom duty and Excise duty will not be reimbursed. [...] If the Exim policy Of Govt. of India is changed in future when the benefit available under Deemed Export could not be availed by the Contractor such portion of duties shall be reimbursed on submission of documentary evidence</p>	<p>Please refer Addendum No. 8 Item no.2.2</p> <p>No</p>

*Handwritten signature/initials*