| **Sl. No.** | **Clause Ref.** | **Content of RfP document clause** | **Bidder’s Query** | **CTUIL Reply** |
| --- | --- | --- | --- | --- |
| 1 | Clause no 41.0, Terms of Payments of GCC on page 30 of 43 | In accordance with the provisions of RfP documents, the Employer shall pay the Consultant in the following manner and at the following times after fulfilling the following requirements:   1. Submission of Performance Security as per Clause 37.0 above. 2. Submission of Declaration regarding engagement of Key personnel as per format “Form-3” provided in Bidding Document. 3. Submission of Declaration regarding field engineer experts as per format “Form-4” provided in Bidding Document.   Payments will be made in Indian Rupees unless otherwise agreed between the parties. Payment shall be made to consultant in the following manner:     |  |  |  | | --- | --- | --- | | S.N. | Milestones | Payment | | 1. | Pro-rata monthly payment for entire course of contract upon submission of the monthly progress report in prescribed format | 90% of Monthly payment | | 2. | Upon submission & Approval of the Completion Report/Final Report | Balance Payment | | In the RFP as per the payment terms there is a retention of 10% of total contract value and also 5% of PBG. Since, PBG of 5% is already submitted by the bidder, we request you to reduce the retention amount to 5%. | Provisions of Cl. 41.0, Section-III of RfP document shall prevail. |
| 2 | Clause no 3. Team Composition (Field Engineer) of TOR | -- | As there is requirement of large no of field engineers in these projects and time provided to submit the tender is very challenging considering the no of tenders and field engineers required in same time. We understand that as per tender conditions there is no restriction in using services of a third-party agency for deployment of field engineers on site. Please confirm our understanding is correct. | Field Engineer shall be provided by the bidder as per the requirements of bidding documents.  Using services of a third-party agency for deployment of field engineers on site is not allowed as per the RfP document. |
| 3 | Clause no 5 & 6 of Attachment – 10, Declaration of Key Managerial Person (KMP) and Power of Attorney holder | 1. We further confirm and certify that qualification and experience of Key Personnel brought out in “FORM-1\_CV of Expert” and the details brought out in the Curriculum Vitae/Resume of identified key personnel including their professional Qualifications, Work experience, previous employment history etc. have been verified by us and have been found to be correct. We understand that any misrepresentation/ factual error in these details shall lead to disqualification of our bids. Further, the Employer may take any action it may deem fit inter-alia including banning/backlisting in future contracts, forfeiture of bid security, Contract Performance Guarantee etc. 2. Notwithstanding above, we also confirm that the Employer may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Employer’s tenders in future as considered appropriate by Employer and our Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate. | CTUIL has added new provision of blacklisting / debarment of the bidder in point no 5 & 6 in case of “***misrepresentation/factual error and submission of false and/or forged details/ documents***”.  The above provision is very harsh for bidders and we further discourage interested parties to participate in the bidding process as the bidder is only submitting the information / facts / documents provided by field engineers and also signed by individuals field engineers proposed by the bidder. Any misrepresentation / error / forged details and documents etc. if any, is originated from the field engineer side and the bidder has no role in the same.  Since, the bidder has no control or means to check the authenticity of information and documents provided by the field engineers in such a short time period the newly added provisions are not justifiable from the bidders’ perspective. Therefore, we request to kindly delete these newly added provision. | Provisions of RfP document shall prevail. |
| 4 | Conditions Of Contract; Section – III, Clause 2.2 Eligible Bidders | 2.2 This Request for Proposal (RfP), issued by the Employer, is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956 or 2013, barring foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer. | Request you to kindly consider international/foreign bidders who are registered in India as per Companies Act, 1956 or 2013 and make the following amendment to the clause:  2.2 This Request for Proposal (RfP), issued by the Employer, **is open to all firms including company(ies), foreign and domestic**, Government owned Enterprises registered or incorporated in India as per Companies Act, 1956 or 2013, barring those bidders with whom business is banned by the Employer. | Provisions of RfP document are amply clear. |
| 5 | Annexure-I to Section-III\_QR, Clause 1.1 Technical Experience of firm (i) | 1.1 Technical Experience of firm:  Bidder must meet the following minimum criteria as on the originally scheduled date of bid  opening i.e. 06.11.2024  (i) The Bidder must have experience in providing consultancy services\* as Independent Engineer/ Lender’s Engineer/ Project Management Consultant for minimum one (01) no. of 220kV or above completed Substation# having atleast one (01) no. 220kV or above class ICT during last 10 years. | We request the client to kindly consider projects in the **last 15 years instead of 10 years.**  Kindly make the following amendment to the clause:  Bidder must meet the following minimum criteria as on the originally scheduled date of bid  opening i.e. 06.11.2024  (i) The Bidder must have experience in providing consultancy services\* as Independent Engineer/ Lender’s Engineer/ Project Management Consultant for minimum one (01) no. of 220kV or above completed Substation# having atleast one (01) no. 220kV or above class ICT **during last 15 years** | Requirement of bidding documents shall be followed. |
| 6 | Annexure-I to Section-III\_QR  Clause 2.0 Technical Evaluation Criteria through QCBS Methodology  Sl. No. 2 | Relevant Experience of Consultancy Firm (during last 10 years as on the originally scheduled date of bid opening) | We request the client to kindly consider projects in the **last 15 years instead of 10 years.**  Kindly consider the following amendment to the clause:  Relevant Experience of Consultancy Firm (during **last 15 years** as on the originally scheduled date of bid opening) | Requirement of bidding documents shall be followed. |
| 7 | Conditions Of Contract; Section – III, Clause 64.0 INDEMNITY | 64.0 INDEMNITY  Independent Engineer shall indemnify the Employer and every member, officers and employees of the Employer against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act of omission or failure by Independent Engineer in the performance of Independent Engineer’s obligations under this Contract | We request the Client to kindly amend the respective Clause with the following:  64.0 Indemnity  **Subject to Limit of Liability given under Clause 47.1 of this Contract**, Independent Engineer shall indemnify the Employer and every member, officers and employees of the Employer against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act of omission or failure by Independent Engineer in the performance of Independent Engineer’s obligations under this Contract. | Provisions of RfP document shall prevail. |
| 8 | Conditions Of Contract; Section – III, Clause 50.0 Termination For Defaults | 50.1 The Employer may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Independent Engineer, terminate the contract in whole:  a) if the Independent Engineer fails to deliver any or all of the services within the time period(s) specified in the contract or any extension thereof granted by the Employer in writing.  b) if the Independent Engineer fails to perform any other obligation(s) under the contract; or  c) if the Independent Engineer in either of the above circumstances, does not cure its failure within a period of 30 days after receipt of the default notice from the Employer. | We request the Client to kindly amend the respective Clause with the following:  50.1 The Employer may without prejudice to any other remedy for breach of contract, **by written notice of default of at least thirty (30) calendar days' sent to the Independent Engineer, terminate the contract in whole:** | Provisions of the clause are amply clear. |
| 9 | Conditions Of Contract; Section – III, Clause 51.0 Termination For Insolvency | 51.1 The Employer may at any time terminate the contract by giving written notice to the Independent Engineer, without compensation to the Independent Engineer, if the Independent Engineer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer. | We request the Client to kindly amend the respective Clause with the following:  51.0 Termination for Insolvency  51.1 The Employer may at any time terminate the contract by giving written notice of **at least thirty (30) calendar days' to the Independent Engineer**, without compensation to the Independent Engineer, if the Independent Engineer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer. | Provisions of RfP document shall prevail |
| 10 | General Queries | Access to Project Site is not mentioned in Contract. | We request the client to kindly add the Clause below in the Contract:  **Access to Project Site**  The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. | Provisions of RfP document shall prevail. |
| 11 | General Queries | Modifications or Variations | We request the client to kindly add the Clause below in the Contract:  **Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. | Provisions of RfP document shall prevail. |
| 12 | General Queries | Termination rights of the Consultant is not mentioned in Contract. | We request the client to kindly add the Clause below in the Contract:  **Termination of Contract by the Independent Engineer:**  The Independent Engineer may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Employer fails to pay any money due to the Independent Engineer pursuant to this Contract and not subject to dispute pursuant to Clause 52 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue. (b) If, as the result of Force Majeure, the Independent Engineer is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 53 (d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Independent Engineer may have subsequently approved in writing) following the receipt by the Employer of the Independent Engineer’s notice specifying such breach. | Provisions of RfP document shall prevail. |
| 13 | General Queries | Usage of Parent and Subsidiary Credentials | We request that subsidiary be allowed to **utilise Parent Company's Credentials and vice versa**. | Requirement of bidding documents shall be followed. |