

Clarification-I dated 18.03.2025 to the RfP document of Appointment of Independent Engineer for “Augmentation of Transformation Capacity at KPS1 (GIS) and KPS2 (GIS) (Phase-V Part B1 and Part B2 scheme)”. Spec. No. CTUIL/IE/2024-25/72. GeM Bid: GEM/2025/B/6020667

Sl. No.	Clause Ref.	Content of RfP document clause	Bidder's Query	CTUIL Reply
1	45.5	In case key personnel is not deployed by consultant, <b>no remuneration shall be paid for that period plus additional deduction</b> shall be made at the rate of 15% (Fifteen per cent) of the remuneration specified for the Key Personnel in the contract as a penalty. Further, non-deployment of Key personnel for consecutive 2 months shall be treated as default and action may be taken in line with clause 50.0 below.	We request to amend the clause and provide only one penalty instead of multiple legal actions, which is unfair to the IE. Kindly consider.	Provisions of Cl. 45.5, Section-III of RfP document shall prevail.
2	47.0	<b>Liability of the Consultant:</b> 47.1 The Independent Engineer's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.	In this clause, we understand that the limitation of liability is capped up to the contract value, and we confirm that we shall maintain Professional Indemnity insurance equal to the contract value. Kindly Confirm	Provisions of Cl. 47.0, Section-III of RfP document shall prevail.
3	49.1	<b>FORECLOSURE OF CONSULTANCY WORK</b> The Employer may be giving written notice to the Independent Engineer to foreclose the contract at any time for its convenience or for any cause or reasons which cannot be attributed to the Independent Engineer. The notice of foreclosure shall specify the foreclosure is for Employer's convenience and the date upon which such termination becomes effective.	We request the removal of this clause as termination at convenience could result in unplanned costs for the Independent Engineer. Kindly consider.	Provisions of Cl. 49.1, Section-III of RfP document shall prevail.

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4	50.2	In the event of Employer terminating the contract, pursuant to clause 50.1. the Employer shall forfeit the submitted CPG (Contract Performance Guarantee).	Performance Guarantee is furnished to the client to protect and recover losses based solely on performance-related issues, not for other events in the contract such as breach or other related reasons. Therefore, it is requested to delete the clause. Kindly consider.	Provisions of Cl. 50.2, Section-III of RfP document shall prevail.
5	51.1	TERMINATION FOR INSOLVENCY	We request to amend the clause and provide a written notice of 30 days’. Kindly consider.	Provisions of Cl. 51.1, Section-III of RfP document shall prevail.
6	45.4.1	Except as the Employer may otherwise agree, no changes shall be made to the Key Personnel whose CVs have been submitted and accepted/evaluated during the Bid. If, for any reason beyond the reasonable control of the Independent Engineer, such as resignation, retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Independent Engineer shall provide as a replacement a person of equivalent or better qualifications. However, any substitution due to resignation shall be permitted only after approval of Employer and subject to reduction of remuneration equal to 5% (Five per cent) of the monthly	There appears to be a contradiction on the parameter of not imposing penalty for resignation. Clause 45.4.1 states that “resignation” is excluded and that the IE may provide a replacement for such personnel, as it is beyond the reasonable control of the IE. However, the latter part of the same clause, along with Clause 45.4.4, imposes a penalty of 5% of the monthly remuneration for the resignation of personnel. Therefore, we request for your confirmation on our understanding that there shall be no penalty of 5% in case of resignation as it is beyond the control of the consultant. Kindly Consider	Provisions of RfP document shall prevail.

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		remuneration specified for the Key Personnel who is proposed to be substituted.		
7	60.1	a) to terminate the assignment forthwith without any notice in writing to the Independent Engineer or to the liquidator or receiver or to any person in whom the Independent Engineer may become vested		
8	37.1	The performance security shall, at the Consultant’s option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer or in the Form of unconditional Bank Guarantee/ Insurance Surety Bond in proforma enclosed as Annexure-A to this Conditions of Contract. PERFORMANCE SECURITY FORM Insurance Surety Bond is required by the Employer	We maintain PI, TPL, and Workmen’s Compensation Insurance under our existing Global Insurance Policy. The insurance certificate, covering all required risks, can be shared for the client’s review. As such, the insurance surety bond is not applicable and will not be maintained. Kindly confirm and consider.	Provisions of Cl. 37.1, Section-III of RfP document shall prevail.
9	New clause	No clause for suspension /Termination right to the Consultant	We request for a right to suspend /terminate in the event of non-payment, delayed payment or breach of obligation by the client as per RFP. Kindly consider.	Provisions of RfP document shall prevail.
10	Bid End Date	Bid End Date: 26.03.2025 till 15:00 Hrs	We request you to please give us extension of at least 10 days from issue of Pre-Bid clarifications. Kindly Consider.	Provisions of RfP document shall prevail.