| **Sr. No** | **Clause No.** | **As per RfP Document** | **Clarifications sought by bidders** | **Response from CTUIL** |
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| 1. | Clause 1.1 of Annexure-I to Section-III\_QR of RfP Document | Bidder must meet the following minimum criteria as on the originally scheduled date of bid opening i.e xx.xx.xxxx.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 Transmission Line of line length 25 kms or above during last 10 years. ii. 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. Note: \* Consultancy services means services provided for review of engineering design/drawings & supervision of construction works. # Substation mentioned anywhere in this document shall mean Substation / Switchyard / Gas Insulated Substation (GIS)/ Air Insulated Substation (AIS).In case bidder is a holding company, the technical experience referred to in clause 1.1 above shall be of that holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clause 1.1 above shall be of that subsidiary company only (i.e. excluding its holding company). | We request to modify the description in Note as below:\*Consultancy services means services provided for review of engineering design / drawings or supervision of construction | Provisions of RfP document shall prevail. |
| 2. | Clause 45.4.1 & 45.4.4 of Section – III – Conditions of Contract of RfP Document | 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 renumeration equal to 5% (Five per cent) of the monthly remuneration specified for the Key Personnel who is proposed to be substituted. &Substitution of Key Personnel, due to reasons not covered under Clause 45.4.1 and 45.4.2 above, shall be permitted only after approval of Employer subject to reduction of remuneration equal to 5% (Five per cent) of the monthly remuneration specified for the Key Personnel who is proposed to be substituted. In the case of a second substitution, such reduction shall be equal to 10% (Ten per cent) of the monthly remuneration specified for the Key Personnel who is proposed to be substituted. Maximum 02 (Two) substitutions shall only be allowed under the subject contract, if not covered under Clause 45.4.1 and 45.4.2 above. | * We request to allow a reasonable timeline of three weeks for providing a replacement in case of resignation or unavailability of Key Personnel. We also propose that any penalty for delay in replacement be limited to a deduction of 1% (one percent) of the monthly remuneration applicable for the concerned Key Personnel.
* Further, as it is not feasible to restrict the movement or resignation of any employee, we kindly request to consider incorporating a defined grace period for such replacements under the relevant clause.
* We request to consider the deduction for providing a second substitution at 1% (one percent) of the monthly remuneration of the respective Key Personnel.
* We propose that a maximum of five (05) substitutions be permitted during the contract period.
 | Provisions of RfP document shall prevail. |
| 3. | Clause 45.5 & 45.4.4 of Section – III – Conditions of Contract of RfP Document | In case key personnel is not deployed by consultant, no remuneration shall be paid for that period plus additional deduction 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 kindly request to consider reducing the penalty percentage to 1% (one percent), to maintain a more balanced risk-sharing approach and ensure broader participation from qualified bidders. | Provisions of RfP document shall prevail. |