

Clarification-I to the RfP document of Appointment of Independent Engineer for “Transmission system for evacuation of RE power from Raghnesda Area of Gujarat-3GW under Phase-I”. Spec. No. CTUIL/IE/2025-26/97

Sl. No.	Clause Ref.	Content of RfP document clause	Bidder's Query	CTUIL Reply
1	Clause 1.1 of Annexure-I to Section-III_QR	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).	Kindly confirm that where the subsidiary Independently satisfies the financial eligibility criteria, it may use the technical credentials/experience of its Parent/Holding Company for qualification.	The Provision of Bidding document shall remain unchanged
2	Clause 1.3 of Annexure-I to Section-III_QR	In case bidder is a holding company, the financial position referred to in clause 1.3 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 financial position referred to in clause 1.3 above shall be of that subsidiary company only (i.e. excluding its holding company).	Kindly confirm that where the subsidiary Independently satisfies the financial eligibility criteria, it may use the technical credentials/experience of its Parent/Holding Company for qualification.	The provision of bidding document is amply clear
3	Clause 2.4 section III - Condition of contracts	Consultants / Firms, who are executing contract(s) or has executed contract(s) in the past for the Employer and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:	Kindly allow companies undergoing Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016, whose Resolution Plan has been approved by the Committee of Creditors (CoC), to participate in the	The Provision of Bidding document shall remain unchanged

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		Sr. No.	Event	Period for which proposal(s) / bid(s) shall be considered as non-responsive/ not eligible	bidding process, subject to meeting all other eligibility criteria and not being debarred/blacklisted by any Government authority.	
		1.	Termination of Contract due to Consultant's / Contractor's default	1 year		
		2.	Encashment of CPG due to non-performance	1 year		
		3.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	Till the firm comes out of Resolution process		

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Sl. No.	Clause Ref.	Content of RfP document clause	Bidder's Query	CTUIL Reply
4	Clause 51.1 section III - Condition of contracts	TERMINATION FOR INSOLVENCY 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	Kindly amend Clause 51.1 to provide that admission of the Independent Engineer into Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016 shall not, by itself, constitute a ground for termination of the contract provided the Independent Engineer continues to perform the contract satisfactorily under the supervision of the Resolution Professional. The Employer may retain the right to terminate the contract if the company is ordered to be wound up, ceases to be a going concern, or is unable to perform its contractual obligations.	The Provision of Bidding document shall remain unchanged