| **S. N.** | **Clause No.** | **Content of Rfp document clause** | **Bidder’s queries** | **Clarification from CTUIL** |
| --- | --- | --- | --- | --- |
| 1. | Clause no 1.2 (a), (b) and (c), Annexure-I to Section-III\_QR of RfP Documents. | * 1. **Condition of Eligibility of Key Personnel:**   The bidder must provide following key experts with qualifications and competence for the Assignment as mentioned below:   1. **Project Management expert/Team Leader**: Graduate in Electrical/ Mechanical / Civil Engineering having at least 8 years’ experience in EHV transmission projects and have worked in at least two (2) assignments for 345kV or above transmission project as team leader/Project Manager. 2. **Transmission Line expert:** Graduate in Electrical Engineering having at least 5 years’ experience in EHV transmission line projects and have worked in at least two (2) assignments for 345kV or above transmission line projects. 3. **Substation expert:** Graduate in Electrical Engineering having at least 5 years’ experience in EHV transmission substation projects and have worked in at least two (2) assignments for 345kV or above substation projects. | Presently only Civil/ Electrical/ Mechanical engineering is being considered for the Key personnel. We request you to kindly also consider equivalent engineering degree (C&I etc.) with required experience in Transmission EHV projects.  Generally, experts in different discipline engineering having more than 15 years of working experience in similar / same sector have strong working knowledge and technical expertise to work on the projects. Please confirm. | Bidder to follow the requirements of bidding documents. |
| 2. | General: Non-Disclosure Agreement with the TSP | NA | Although TSPs are obligated to provide all the project documents as per Guidelines issued by MoP dated 10.08.2021, TSPs are reluctant to provide project documents with IE. CTUIL shall ensure timely submission of project documents by TSP to IE without any need of signing any NDA in case such NDA is not the part of RfP. In case IE is required to sign any NDA with TSP, kindly provide standard NDA format to be verified and reviewed by IE at the bidding stage only. | The TSPs shall provide the documents to IE as per provisions of TSA signed by TSP with CTUIL. In case of any issue on this account during execution, same shall be informed to CTU Engineer-In-Charge. |
| 3. | Note-4 of “12\_FORM-1\_CV of Expert”, Section-V of RfP Documents | In support of Employment record, the expert shall furnish self-attested copy(ies) of employment record (viz. joining letter, relieving letter, experience letter etc.) issued by previous employer(s). | Submitting these documents for the field engineers is some time difficult since they are posted on remote sites and many times field engineers do not have such documents for all the previous companies. We understand that the purpose of these documents is to ensure required minimum experience of field engineers as per RfP requirements. We request you to consider accepting supporting documents as per the years of experience required for the marks during evaluation and not for all the previous companies. | Provision of RfP Documents shall prevail. |
| 4. | Clause no.26&29, Section-III of Rfp Documents | 26.0 EVALUATION OF TECHNICAL PROPOSALS THROUGH QCBS METHODOLOGY.;  29.0 COMBINED SCORE. | In order to have more effective QCBS bidding, we request you to kindly change the weightage of technical proposal from 70% to 80% | Bidder to follow the requirements of RfP documents. |
| 5. | General | NA | We request you to kindly announce the result of technical opening of bids since this is a public opening and bidders should know the names of all bidding entities and in same way, technical marks should be informed to all qualified bidders before financial opening as per QCBS procedure. | After Technical Evaluation of bids on GeM portal, Technical Marks are visible to bidders. |
| 6. | Clause no 46.1, Conditions of Contract, Section–III of RfP Documents | **46.0 PENALTY FOR DELAY IN SERVICES:**  46.1 Monthly Progress Report shall be submitted before 12th day of every month after placement of award on Consultant. In case award to be placed after 12th day of the month, the first report shall be submitted after completion of succeeding calendar month after award.  46.2 If report is submitted between 12th to 19th day of the month, 0.5% of monthly due payment plus GST per day shall be deducted as penalty from the next due monthly payment.  46.3 Further, if report is submitted after 19th day of the month, total 5% of monthly due payment plus GST shall be deducted as penalty from the next due monthly payment. | * Monthly progress report shall be submitted before 4th of every month * All design, drawing documents shall be submitted within 30 days of NoA   New approved documents shall be submitted within 7 days of approval | Provision of RfP documents are amply clear. IE shall submit its monthly progress report as per actual progress within the timeline of clause 46.0, Section-III of RfP documents |
| 7. | Clause 45.3 and 45.4.3, Conditions of Contract, Section–III of RfP Documents | **45.3 Approval of Key Personnel**  The Key Personnel listed at **Attachment-2** shall be approved by the Employer. No other Professional Personnel shall be engaged without prior approval of the Employer.  **45.4 Substitution of Key Personnel:**  **……..**  **45.4.3** Substitution of Key Personnel (s), due to reasons provided at Clause 45.4.1 and 45.4.2 above, should be submitted to Employer for approval before deployment. No substitution shall be allowed without prior approval of the employer. However, in some compelling situation some key personnel is substituted without approval of the Employer, IE shall submit the request for approval of substitution as soon as possible. Remuneration towards such substituted personnel shall be kept on hold and may be paid only after approval of Employer. In case such substitution found to be not suitable and approval is not accorded by Employer, no remuneration shall be paid for the period of such deployment.  The Independent Engineer shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.  ………. | Requirement of approval for field engineers and their document shall be removed. Please confirm | Provision of Rfp Documents shall prevail. |
| 8. | General | **NA** | As per RFP document no documentary evidence is required for field engineers appointment by IE, neither there is any requirement in RfP for the mode of hiring the field engineers or any other expert. Depending upon the project requirement, any expert can be hired by IE through any mode i.e. Contractual, fixed term and through third party and it is prerogative of IE to ensure deployment of experts on the project.  Kind request to not seek the appointment letter of experts engaged by IE. In case there is such requirement by CTUIL, we request you to kindly mention the same in the RfP | Refer Sl. No. 1 of Amendment-I |
| 9. | Clause 47.0, Section-III-Conditions of Contract of RfP Documents | **47.0 LIABILITY OF THE CONSULTANT**  47.1 The Independent Engineer’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.  47.2 Any mistake or inadequacy appear in the documents submitted by the Independent Engineer, the Independent Engineer shall perform at its own initiative and no extra cost to Employer, all such services as shall be necessary to remedy the said mistake or inadequacy.  47.3 The Independent Engineer shall be further liable for the consequences resulting from errors and commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the fees actually received by the Independent Engineer.  47.4 Independent Engineer shall indemnify and hold harmless Employer against any and all claims, demands, and/or judgements of any nature brought against Employer arising out of the services by Independent Engineer and its staff under this Contract. The obligation under this paragraph shall survive the termination of Contract. | Please note, the Liability of the Independent Engineer proposed by Employer is not acceptable, as the liability of Independent Engineer can be interpreted as unlimited. Therefore, to cap the liability of Independent Engineer, we request you to replace the existing liability clause with the following: -  The Independent Engineer total liability under this Contract shall be limited to 100% of the total Contract Price. Further, neither Party shall be liable to other party for any indirect and/ or Consequential Losses/ damages. | Refer sl.no. 3 of Amendment-I. Liability of consultant shall be as per clause no. 47.1, 47.2, 47.3 of Section-III, Rfp Documents |
| 10. | Clause 48.0, Section-III- Conditions of Contract, RfP Documents | **48.0 EXTENSION OF CONSULTANCY WORK**  Employer may in its discretion provide extension by giving written notice to consultant for a period:     1. Upto 06(six) months on the same rate, terms and conditions under this contract. 2. Further extension beyond 48.0(i), but not greater than 01(one) year with 10% escalation in rates of the awarded contract on same terms & conditions.   Reasons and Causes for extension cannot be attributable to Independent Engineer | Request for 5% escalation in rates beyond the contract period and further any extension beyond 48 months but not greater than 01 months with 10% escalation will be applicable. | Provision of RfP Documents shall prevail. |
| 11. | General Terms and Conditions on GeM 4.0 (Version 1.9) dated 31st March 2023 | 10. Guarantee and Warrantee:  i. The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid / RA. Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, Guarantee/Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these general Terms and Conditions.   ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible | As per scope is related to Appointment of Independent Engineer for Transmission system under Inter Regional ER WR Interconnection only, and this clause is related to Guarantee & Warrantee which is not applicable for this project.  Please confirm. | Bidder’s understanding is correct. |
| 12. | General Terms and Conditions on GeM 4.0 (Version 1.9) dated 31st March 2023,11 | Buyer / Consignee’s Right of Rejection (Return Policy):i. The Goods delivered shall bear the self-certified Manufacturer’s/Seller’sWarranty/ Guaranty. Buyer / Consignee shall have the right to inspect thesupplied Goods themselves and/or through their appointed agency at consignee’s own cost, at Consignee’s site(s) after receipt and accept orreject on proper justification any consignment of the Goods received withina period of 10 days (unless otherwise specified in STC or ATC) of receiptof consignment of goods. The date of receipt shall be reckoned from thedate of receipt of the Goods as notified in the Provisional Receipt Certificate(PRC) which will be issued online by consignee immediately after receiptof Goods.............. iv. No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the Buyer/ Consignee, the Seller shall be liable to remove / lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent / warehousing charges would be payable by the Seller to the Buyer/Consignee. If the Seller fails to remove / lift back such rejected Goodswithin reasonable time period, the Buyer / Consignee shall have the right todispose off such rejected goods at the risk and cost of the seller | As per scope is related to Appointment of Independent Engineer for Transmission system under Inter Regional ER WR Interconnection only, and this clause is related to Buyer / Consignee’s Right of Rejection which is not applicable is not applicable for this project. Please confirm. | Bidder’s understanding is correct. |
| Note: All the above-mentioned clarifications may be read in conjunction with already uploaded RfP documents of subject GeM bid. | | | | |

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| **Sl. No.** | **Clause reference** | **Existing Clause** | **Amended Clause** |
| 1. | Clause 8.1, Section-II-ToR, RfP Document | 8.1 The team shall include the following key personnel:   | **Sl. No.** | **Position** | **Experience and Qualification requirements of key experts** | | --- | --- | --- | | 1. | Team Leader cum Project Manager | The Team Leader shall be responsible for overall coordination of the consultancy services to ensure satisfactory fulfillment of contracted services. He shall join important review meetings in Employer offices/ at sites and otherwise, also keep himself updated about the progress of the assignment and provide guidance to team, as needed. He shall be responsible for submission of the progress and other reports included in the assignment. He shall coordinate with all stakeholders (including senior state government officials and Client management) and oversee satisfactory delivery of services.  He/ She should be Graduate in Electrical/ Mechanical / Civil Engineering having at least 8 years’ experience in EHV transmission projects and have worked in at least two (2) assignments for 345kV or above transmission project as team leader/Project Manager. | | 2. | Substation Expert | Graduate in Electrical Engineering having at least 5 years’ experience in EHV transmission substation projects and have worked in at least two (2) assignments for 345kV or above substation projects. | | 3. | Transmission Line Expert | Graduate in Electrical Engineering having at least 5 years’ experience in EHV transmission line projects and have worked in at least two (2) assignments for 345kV or above transmission line projects. | | 4. | Field Engineer (Substation) | Graduate/Diploma in Electrical/Civil Engineering having at least 2 years’ experience in construction of EHV transmission substation projects. Field Engineer shall be posted at site during contract period. | | 5. | Field Engineer (Transmission Line): | Graduate/Diploma in Electrical/Civil Engineering having at least 2 years’ experience in construction of EHV transmission line projects. Field Engineer shall be posted at site during contract period. | | 8.1 The team shall include the following key personnel:   | **Sl. No.** | **Position** | **Experience and Qualification requirements of key experts** | | --- | --- | --- | | 1. | Team Leader cum Project Manager | The Team Leader shall be responsible for overall coordination of the consultancy services to ensure satisfactory fulfillment of contracted services. He shall join important review meetings in Employer offices/ at sites and otherwise, also keep himself updated about the progress of the assignment and provide guidance to team, as needed. He shall be responsible for submission of the progress and other reports included in the assignment. He shall coordinate with all stakeholders (including senior state government officials and Client management) and oversee satisfactory delivery of services.  He/ She should be Graduate in Electrical/ Mechanical / Civil Engineering having at least 8 years’ experience in EHV transmission projects and have worked in at least two (2) assignments for 345kV or above transmission project as team leader/Project Manager. | | 2. | Substation Expert | Graduate in Electrical Engineering having at least 5 years’ experience in EHV transmission substation projects and have worked in at least two (2) assignments for 345kV or above substation projects. | | 3. | Transmission Line Expert | Graduate in Electrical Engineering having at least 5 years’ experience in EHV transmission line projects and have worked in at least two (2) assignments for 345kV or above transmission line projects. | | 4. | Field Engineer (Substation) | Graduate/Diploma in Electrical/Civil Engineering having at least 2 years’ experience in construction of EHV transmission substation projects. Field Engineer shall be posted at site during contract period. | | 5. | Field Engineer (Transmission Line): | Graduate/Diploma in Electrical/Civil Engineering having at least 2 years’ experience in construction of EHV transmission line projects. Field Engineer shall be posted at site during contract period. |   Note: **The Key Personnel shall preferably be an employee of Bidder. In case the Key Personnel is being hired by the bidder, the bidder needs to furnish a declaration with bid mentioning the nature of engagement to ensure his availability in the event of award. After award of contract, hiring agreement between Independent Engineer & Key personnel shall be furnished by successful bidder to CTU within 15 days from the issuance of GeM Contract Order.** |
| 2. | Clause 47.0, Section-III-Conditions of Contract of RfP Documents | **47.0 LIABILITY OF THE CONSULTANT**  47.1 The Independent Engineer’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.  47.2 Any mistake or inadequacy appear in the documents submitted by the Independent Engineer, the Independent Engineer shall perform at its own initiative and no extra cost to Employer, all such services as shall be necessary to remedy the said mistake or inadequacy.  47.3 The Independent Engineer shall be further liable for the consequences resulting from errors and commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the fees actually received by the Independent Engineer.  47.4 Independent Engineer shall indemnify and hold harmless Employer against any and all claims, demands, and/or judgements of any nature brought against Employer arising out of the services by Independent Engineer and its staff under this Contract. The obligation under this paragraph shall survive the termination of Contract. | **47.0 LIABILITY OF THE CONSULTANT**  47.1 The Independent Engineer’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.  47.2 Any mistake or inadequacy appear in the documents submitted by the Independent Engineer, the Independent Engineer shall perform at its own initiative and no extra cost to Employer, all such services as shall be necessary to remedy the said mistake or inadequacy.  47.3 The Independent Engineer shall be further liable for the consequences resulting from errors and commissions due to negligence or from inadequacy on its part or on the part of its employees or associates or experts to the extent of the fees actually received by the Independent Engineer.  47.4 Deleted |
| 3. | Clause 31.3, Section-III, Conditions of Contract of RfP Documents | 31.3 The Bidder should ensure that the price(s) furnished at more than one place in the Proposal are consistent with each other. If on check any difference is found between the rates given by the Consultant in words and figures or in the amount worked out by him in the Proposal the same shall be rectified in accordance with the following rules:-   1. In the event of discrepancies between description in words and figures quoted by the Consultant, the description in words shall prevail. 2. In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate. 3. All errors in totaling in the amount column and in carrying forward totals shall be corrected.   If the Bidder does not accept the correction of errors as per this clause, its proposal will be rejected and the amount of Proposal Security forfeited. | 31.3  The Bidder should ensure that the price(s) furnished at more than one place in the Proposal are consistent with each other.  In case of any discrepancy between the Lump Sum quoted price on the GeM portal and uploaded Price breakup by the bidder with H1 score ( as per clause No. 29 of Conditions of Contract, Section–III of RfP Documents), the Lump Sum quoted price on the GeM portal shall prevail. In such case, the Employer shall ask the bidder with H1 score for revised price breakup matching the total Lump Sum price on the GeM portal, through e-mail.  In case of above condition, if the Bidder with H1 score does not provide price breakup within 3 (three) working days from the date of intimation by employer, its proposal may be rejected, and the amount of Proposal Security shall be forfeited. |
|  | In view of the amendment at Sr. No. 1, existing “*11\_Attachment 10- KMP Declaration*” shall be replaced by revised “*11\_Attachment 10- KMP Declaration \_rev1” and attached herewith.* | | |

*Attachment 10- \_rev1*

**(Declaration of Key Managerial Person (KMP) and Power of Attorney holder)**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Bidder’s Name and Address :** |  |  | **To:** | | |  | |  | | |  | | | |  |  | |
|  | | | | C&M | | | | |  | | |  | |  | | |
| **Name :** |  | | | Central Transmission Utility of India Ltd., | | | | | |  | | |
| **Address :** |  | | | "Saudamini", Plot No. 2, Sector 29 | | | | | |  | | |
|  |  | | | Gurgaon (Haryana) - 122001 | | | | | | | |  | |  | | |
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Dear Sir,

1. We confirm that the declarations made in our proposal, inter-alia including **Attachment-2 (*Credentials towards Technical Evaluation Criteria*)** regarding eligibility/qualification data and documents submitted in our proposal in support of the declarations, are true and correct to the best of our knowledge.
   1. **We are furnishing a declaration regarding nature of engagement of Key personnel as per the following details:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Position** | **Name of Key Personnel** | **Nature of engagement of Key Personnel** |
| **1** | **Project Management expert/Team Leader** |  |  |
| **2** | **Transmission Line expert** |  |  |
| **3** | **Substation expert** |  |  |
| **4** | **Field Engineer (Substation)** |  |  |
| **5** | **Field Engineer (Transmission Line)** |  |  |

**We further confirm that after award of contract, key personnel who are not employees of our firm, the hiring agreement between us and the key personnel shall be submitted to CTU within 15 days from the issue of GeM contract order.**

1. We also confirm that in support of meeting the Qualification Requirements and Technical Evaluation Criteria as per RfP Documents, we have enclosed self-certified copy of documentary evidence in support of the above requirements.
2. We shall furnish clarification to proposal, if any sought by Employer pursuant to Section-III Clause 20.0. We understand that if we fail to rectify/furnish the requested documents if any, within 05 working days’ notice, our proposal is liable to be rejected.
3. We further confirm that we shall furnish a declaration as per format provided in Bidding Document regarding key personnel engagement for carrying out requisite activities under the contract along with monthly invoice. We also understand in absence of the declaration our invoice shall be considered as incomplete and may not be processed by employer.
4. We understand that any false declaration and/or misrepresentation of facts and/or furnishing of false/forged documents /information may lead to our debarment from participation in Employer tenders and that our Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the RfP Document/Integrity Pact.
5. 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.

Date:....................

Place:...................

(Signature of Power of Attorney holder)...................................................………..

(Printed Name)..........................................………….

(Designation)................…………..............................

(Common Seal).…………..........................................

(Signature of Key Managerial Person)...................................................………..

(Printed Name)..........................................………….

(Designation)................…………..............................

(Common Seal).…………..........................................

*Note:* *Key Managerial Personnel (KMP) of the company shall include CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/any other officer entrusted with substantial powers of the management of the affairs of the company/firm.*