

Clarification-I dated 24.02.2025 to the RfP document of Appointment of Independent Engineer for “Transmission Scheme for integration of Bijapur REZ in Karnataka”. Spec. No. CTUIL/IE/2024-25/69. GeM Bid: GEM/2025/B/5917438

Sl. No.	Clause Ref.	Content of RfP document clause	Bidder's Query	CTUIL Reply
1	37.1, Pg 181 & Annexure-A to Section-III: Conditions of Contract, Pg 203	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	We maintain the necessary insurances which shall take care of the work under this bid. We do have our Global Insurance Policies in place, and we can share the insurance certificates upon awarding of the work to us. Kindly Consider.	Provisions of RfP document shall prevail.
2	45.5 Pg 188	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 request to amend the clause and provide only one penalty instead of taking multiple legal actions, which is unfair to the IE. Kindly Consider.	Provisions of Cl. 45.5, Section-III of RfP document shall prevail.
3	47.0 Pg 188	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.	There is no clear capping on the liability of the Independent Engineer in the RfP. We request for a clear capping as a market standard. Kindly insert the below clause: “The Independent Engineer's total liability under this Contract [except in case of gross negligence or willful misconduct on the part of the Expert], for any direct loss or damage accrued due to deficiency in Services shall not be	Provisions of Cl. 47.0, Section-III of RfP document shall prevail.

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			higher than the total professional fees under the Contract.” Kindly Consider.	
4	49.1 Pg 189	FORECLOSURE OF CONSULTANCY WORK 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.
5	50.1 Pg 189	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:	We request to amend the clause and provide a written notice of 30 days' before terminating the contract. Kindly Consider.	Provisions of Cl. 50.1, Section-III of RfP document shall prevail.
6	50.2 Pg 189	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.
7	51.0 Pg 190	TERMINATION FOR INSOLVENCY	We request to amend the clause and provide a written notice of 30 days'. Kindly Consider.	Provisions of Cl. 51.0, Section-III of RfP document shall prevail.

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8	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.
9	Annexure-I to Section-III_QR Page 1 of 5	<p>▪ 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 at least one (01) no. 220kV or above class ICT during last 10 years.</p> <p><i>Note: Consultancy services means services provided for review of engineering design/drawings & supervision of construction works.</i></p>	It is requested to please consider the design of the 220 kV substation for qualifying requirements, along with the review of engineering designs/drawings and supervision of construction works. Kindly Consider.	It is clarified that design of 220 kV substation is also qualified under review of engineering design/ drawings.
10	Annexure-I to Section-III_QR Page 1 of 5	<p>▪ The bidder must provide following key experts with qualifications and competence for the assignment as mentioned below:</p> <ul style="list-style-type: none"> • Team Leader • Transmission Line Expert • Sub-Station Expert • Field Engineer (Sub-Station) • Field Engineer (Transmission Line) 	It is requested to please clarify that is it required to provide CVs for following positions as well: <ul style="list-style-type: none"> •Transmission Line Expert •Field Engineer (Transmission Line) <p><i>“As qualifying experience has been stipulated as “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 at least one (01) no. 220kV or above</i></p>	All the provisions of RfP document are to be followed.

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			<i>class ICT during last 10 years.”</i> Kindly Consider.	
11	Bid End Date	Bid End Date: 03.03.2025 till 15:00 Hrs	We request you to please give us extension of atleast 10 days from issue of Pre-Bid clarifications. Kindly Consider.	Provisions of RfP document shall prevail.