

Clarification-I dated 25.02.2025 to the RfP document of Appointment of Independent Engineer for “Additional Transmission System for evacuation of power from Bhadla-III PS as part of Rajasthan REZ Phase-III Scheme (20 GW)”. Spec. No. CTUIL/IE/2024-25/47/R1. GeM Bid: GEM/2025/B/5913745

Sl. No.	Clause Ref.	Content of RfP document clause	Bidder’s Query	CTUIL Reply
1	Clause no 45.5, Penalty for Non-deployment on page 30 of 43	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 multiple legal actions, which is unfair to the IE. Please consider.	Provisions of Cl. 45.5, Section-III of RfP document shall prevail.
2	Clause no 47.0, Liability of the Consultant on page 35 of 43	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 higher than the total professional fees under the Contract.” Please clarify.	Provisions of Cl. 47.0, Section-III of RfP document shall prevail.
3	Clause no 49.1, Foreclosure of Consultancy Work on page 35 of 43	The Employer may be giving written notice to the Independent Engineer to foreclose the contract	We request the removal of this clause as termination at convenience could result	Provisions of Cl. 49.1, Section-III of RfP document shall prevail.

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		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.	in unplanned costs for the Independent Engineer. Please consider.	
4	Clause no 50.1, Termination for Defaults on page 35 of 43	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.
5	Clause no 50.2, Termination for Defaults on page 36 of 43	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.
6	Clause no 51.0, Termination for Insolvency on page 36 of 43	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.
7	Attachment-1	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	Provisions of RfP document shall prevail.

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			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.	
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	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. Note: Consultancy services means services provided for review of engineering design/drawings & supervision of construction works.	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.