

**Empanelment of Consultancy firm to provide Consultancy Services for selection of developer for establishment of Transmission System through Tariff Based Competitive Bidding route**

Sr. No.	Clause No./ Ref.	Existing Clause/ Description	Clarification Required	Remarks	RECPDCL Response
1.	<p><b>Section-3:</b></p> <p><b>Instruction to Consultants Annexure-II (Data Sheet) Qualification Requirement for Consultants (Pg. No. 43)</b></p> <p><b>and Section-4: Technical Proposal- Forms Form Tech-3 Compliance Status of Qualification Requirement (Pg. No. 61)</b></p>	<p><b>Column no.: 2 (Requirement), S. No. 1:</b></p> <p>The Consultant and/ or Sub-Consultant should have a minimum average annual turnover of <b>Rs. 2.00 Crores (Rupees Five Crore) in consultancy businesses from its Indian operation separately</b> during the last three (3) financial years namely, FY 2019-20, FY 2018-19, and FY 2017-18.</p>	<p>1. There is a discrepancy in the amount of minimum average annual turnover mentioned in figures and the amount mentioned in words i.e. to say: Amount mentioned in figures: <b>Rs. 2.00 Crores</b> Amount mentioned in words: <b>Rupees Five Crore.</b></p> <p><b>We hereby request RECPDCL to rectify the said discrepancy.</b></p> <p>2. On perusal of the said Clauses of RFP, we understand that the Qualification requirement of Average Annual Turnover of Rs. 2.00 Crores (Rupees Two Crore) in consultancy businesses from its Indian operations is to be met by either of the following:</p> <ul style="list-style-type: none"> <li>➤ Consultant and Sub-Consultant together must have the Average Annual Turnover of Rs. 2.00 Crores (Rupees Two Crore) i.e. the aggregate turnover of Consultant and Sub-Consultant is to be taken into consideration.</li> <li>➤ Consultant or Sub-Consultant any one of them must have the Average Annual Turnover of Rs. 2.00 Crores (Rupees Two Crore).</li> </ul> <p>Kindly confirm and oblige.</p>		<p><b><u>Revised Clause:</u></b></p> <p>The Consultant and/ or Sub-Consultant should have a minimum average annual turnover of <b>Rs. 2.00 Crore (Rupees Two Crore)</b> in consultancy businesses from its Indian operation separately during the last three (3) financial years namely, FY 2019-20, FY 2018-19, and FY 2017-18.</p> <p>It is clarified that in case of sole bidder, the Consultant has to meet minimum average annual turnover of Rs. 2.00 Crores (Rupees Two Crore) in consultancy businesses from its Indian operation during the last three (3) financial years namely, FY 2019-20, FY 2018-19, and FY 2017-18. However, in case of consortium, the Consultant and Sub-Consultant together can meet the minimum average annual turnover of Rs. 2.00 Crores (Rupees Two Crore) in consultancy businesses from its Indian operation during the last three (3) financial years namely, FY 2019-20, FY 2018-19, and FY 2017-18.</p>

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2.	Section 1 – Request for Proposal (“RfP”) Notice – Clause 10.2		For each Assignment Contract, the Consultant shall furnish CPG for an amount equal to • 3% of Contract Price for each Assignment Contract mentioned in Clause GCC 43.1, awarded based on empanelment, till 31.12.2021 • 10% of Contract Price for each Assignment Contract mentioned in Clause GCC 43.1, awarded based on empanelment, after 31.12.2021	The clause provides that the CPG to be provided by the consultant shall be 3% of the Contract Price, if the Assignment Contract is prior to December 31, 2021. Please note that date of empanelment will be post the timeline provided for the 3% bracket of CPG. Please clarify the timelines for rates of Contract Price at which the performance security is to be furnished. Additionally, please note that, professional service providers are usually not required to provide performance security. We request RECPDCL to remove such onerous obligations.	It is clarified that CPG has to be provided for each awarded assignment only. As the assignments shall be awarded after 31.12.2021, the amount of CPG shall be 10% of the Contract Price for each assignment. However, in case of any change/ modification by GoI on guidelines regarding CPG, the same shall also be applicable as and when adopted by RECPDCL.
3.	Section 3 - Instruction to consultants – Clause 30 - Signing of Contract for Empanelment and Contract Performance Security		The Consultant shall furnish Contract Performance Security against the Contract for Empanelment if so, specified in the Data Sheet.	The RfP stipulates that the Performance Security has to be furnished for each Assignment Contract. Further, Clause 30 of the Instruction to Consultant also requires the bidders to furnish performance guarantee against the Contract of Employment, if so provided by the Data Sheet. The Data Sheet does not provide any details of the Contract Performance Security. Please clarify whether there is requirement to furnish Performance Security for the Contract for Empanelment, or	It is clarified that CPG has to be provided for each awarded assignment only.

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					the requirement is only specific to each Assignment Contract.	
4.	Section 3 - Instruction to consultants – Clause 2			The Consultants should familiarize themselves with the local and field conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.	Please confirm if RECPDCL is contemplating a pre-bid conference for the tender process. If yes, please provide the dates for the pre-bid conference.	All the queries from the prospective consultants have been replied in the form of clarifications. No separate meeting envisaged.
5.	Annexure I- Data Sheet			Vendor should prepare the scanned copy of DD (EMD) EMD Submission: Click on "Click here to enter EMD Details and Attach Scanned Copy of EMD". Fill all the fields provided in that sheet and press on "Scan" button to attach the scanned copy of the EMD. Vendor should fill values in blue cells only, provided in these sheets. These can be uploaded by clicking on "Click here to Upload filled File".	The table providing salient details of the RfP notice states that EMD/ Bid Security is not applicable and only Bid Securing Declaration is to be submitted as specified in Section. However, the Data Sheet sets out the procedure for payment of EMD. Hence, please clarify if EMD is to be submitted online during bid submission	There is no EMD required for submission of the bid. Bidder need to submit "Bid Securing Declaration" as per provisions of bid document.
6.	Annexure II- Data Sheet - Qualification Requirements - Clause 1			The Consultant and/ or Sub-Consultant should have a minimum average annual <b>turnover of Rs. 2.00 Crores (Rupees Five Crore) in consultancy businesses from its Indian operation separately</b> during the last three (3) financial years namely, FY 2019-20, FY 2018- 19, and FY 2017-18.	Qualification requirements for minimum average turnover has been stipulated at Rs. 2,00,00,000 during last 3 financial years. However, the figure in words has been stipulated as Rs. 5,00,00,000. Please confirm the minimum average turnover criteria for the qualification requirement.	<b>Revised Clause:</b>  The Consultant and/ or Sub-Consultant should have a minimum average annual <b>turnover of Rs. 2.00 Crore (Rupees Two Crore)</b> in consultancy businesses from its Indian operation separately during the last three (3) financial years namely, FY 2019-20, FY 2018-19, and FY 2017-18.

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7.	Annexure II- Data Sheet - Qualification Requirements - Clause 3			The Consultant and/ or Sub-Consultant should be in the <b>business of providing the consultancy services since last 5 years before the bid deadline</b> in core sectors.	Please confirm whether the qualification requirement extracted herein, is to be met by each party of the consortium or only the lead member.	It is to clarify that both the Consultant and Sub Consultant, if any, should be in the business of providing the consultancy services since last 5 years before the bid deadline in core sectors.
8.	Section 7 – Terms of Reference – Clause 3 - Scope of Work- Clause 3 (ii)			Participation, as required, in all meetings, pre-bid conferences, interactions at different stages e.g. RFP, Lols, Agreement signing, transfer of shell company to successful bidder etc;	In relation to the scope of work extracted herein, please clarify whether, legal advisory service for incorporation of the shell company is within the scope of work of the consultant.	Incorporation of the shell company is within scope of RECPDCL.
9.	Section 7 – Terms of Reference – Clause 6 – Time period for completion of each assignment	Modification		The estimated time period for completion of the assignment for selection of developer for aforementioned Transmission System is approx. 94 days from the date of issue of the RFP. However, this could undergo a change and completion of all activities (upto adoption of transmission tariff and grant of transmission license by Appropriate Commission) will be the terminal point of the assignment being quoted by the bidder and not the time duration. In case, actual completion period is more than the <b>above schedule 120 (one hundred and twenty) days from the issuance of RFP</b> , the Consultant shall be eligible for additional cost at the rate specified in the Financial Proposal. <b>perform such work without any additional cost/fees.</b>	The time estimate for completion of an assignment has been provided by RECPDCL as 94 days from the issuance of the RfP. However, the consultant is not allowed any additional cost for any time overrun. We request you to consider an outer limit for such extension of time and allow for additional cost based on the rates provided in the financial bid, if the time period for completion of assignment is extended beyond 120 days.	The Contract price per assignment shall remain firm till completion of assignment. No change is envisaged.
10.	Form Tech-6			Work Schedule and Planning for Deliverables	Please provide an example for the details to be filled in Form Tech-6 for reference.	The bidders are requested as fill the form as per their understanding of the assignment.

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11.	General Conditions of Contract: Clause 18.1.1.(e) – Termination		<p>RECPDCL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence RECPDCL shall give at least <del>fifteen (15)</del> <b>thirty (30)</b> calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least thirty (30) calendar days' written notice in case of the event referred to in (e);</p> <p>.....</p> <p>If RECPDCL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p>	<p>In the termination clause for a termination by RECPDCL, please provide a uniform notice period/cure period of 30 days.</p> <p>Additionally, we note that RECPDCL has a right to terminate the agreement for a Force Majeure Event continuing for more than 60 days. The corresponding right available to the Consultant is terminating the agreement for a force Majeure Event continuing for 120 days. We request you to uniformly revise it and provide termination right to either party for a Force Majeure Event continuing for 120 days.</p>	No change is envisaged
12.	General Conditions of Contract: Clause 18.1.6 – Payment upon Termination		<p>18.1.6 Upon termination of this Contract, RECPDCL shall make the following payments to the Consultant:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures if admissible in terms of the Contract for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42.1;</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) and (f) of Clause GCC 18.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</p>	The clause is silent regarding the consequence/ effect on Performance Guarantee on the termination of contract	Please refer Clause 10 of the GCC which is amply clear in this regard.

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13.	General Conditions of Contract: Clause 22- Liability of the Consultant	Modification		<p>22.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be <b>as determined under the Applicable Law. upto Contract Price for the relevant Assignment Contract.</b></p> <p>The following limitation of the Consultant's Liability towards RECPDCL will be applicable:                      Limitation of the Consultant's Liability towards RECPDCL:                      (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to RECPDCL's property, shall not be liable to RECPDCL:                      (i) for any indirect or consequential loss or damage; and                      (ii) for any direct loss or damage that exceeds the total value of the Contract;                      (b) This limitation of liability shall not                      (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;                      (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>	A perusal of both the clauses suggests that there is no capping on the liability of the Consultant. We request you to please cap the liability of the consultant at the Contract Price for the relevant Assignment Contract.	No change is envisaged
14.	Relaxation in QR	Qualification Criteria		Relaxing the requirements of 2 power sector bid process assignments out of 5 in last 5 financial years	The bidder proposed relaxation in QR citing the reason of Power sector business not very well in last 2-3 years due to COVID	No change is envisaged

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15.	Annexure II Data Sheets, SI no 5 : The Consultant/ Lead member (in case of consortium) should have provided bid process management support in last five (5) Financial Years for development of at least five (5) projects in Core Sector including power sector through PPP mode and scope must include drafting of Request for Qualification and Request for Proposal document and other agreements. Out of these five (5) projects, at least two (2) projects shall be under tariff-based Bidding Guidelines of Ministry of Power, Govt. of India for Procurement of Power under Case-I or Case-II or selection of developer for Transmissions system or for Distribution Licensee.		Request to modify this clause as below: The Consultant/ Lead member (in case of consortium) should have provided bid process management support in last ten (10) Financial Years for development of at least five (5) projects in Core Sector including power sector through PPP mode and scope must include drafting of Request for Qualification and Request for Proposal document and other agreements. Out of these five (5) projects, at least two (2) projects shall be under tariff- based Bidding Guidelines of Ministry of Power, Govt. of India for Procurement of Power under Case-I or Case-II or selection of developer for Transmissions system or for Distribution Licensee. The support provided by the Bidder shall be sell side support.		No change is envisaged

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	The support provided by the Bidder shall be sell side support.					
16.	Key dates ( Page no 1)			Our offices are thinly staffed as we have our annual mandatory block leaves. Due to this, our internal clearances are taking time. We would be obliged if you could kindly allow us an extension of atleast 10 days so that we are able to submit a quality and responsive bid.		The Bid Deadline has been extended from 07.01.2022 to 14.01.2022.