

**Empanelment of Survey Agency for survey using Modern Survey Techniques and Preparation of Report of transmission projects being implemented through Tariff Based Competitive Bidding process**

<b>S No</b>	<b>Clause Reference</b>	<b>Clause Condition</b>	<b>Bidders Query/Request</b>	<b>RECPDCL Response</b>
1.	Clause 3 Contract Performance Guarantee (CPG):	<p>Contract Performance Guarantee (CPG): In the event of an award, the successful bidder (consultant), within fifteen days of receipt of Letter of Award from OWNER, will be required to arrange submission of CPG in the form of a Bank Guarantee (BG) as detailed below:</p> <ul style="list-style-type: none"> <li>• 3% of Contract Price for each Assignment Contract awarded based on empanelment, till 31.12.2021</li> <li>• 10% of Contract Price for each Assignment Contract awarded based on empanelment, after 31.12.2021</li> </ul> <p>Note: In case of any change/ modification by GoI on guidelines regarding Performance Security, the same shall also be applicable as and when adopted by RECL/ RECPDCL</p>	<p>Since the covid has affected the economy and the financial conditions of the private sector companies are not in proper shape.</p> <p>Therefore, it is requested the CPG may please be retained as 3% of the contract price.</p>	<p>The CPG value is as per GoI guidelines applicable as on date. In case of any change/ modification by GoI on guidelines regarding Performance Security, the same shall also be applicable as and when adopted by RECPDCL also.</p> <p>Hence, No change is envisaged in the notified condition.</p>
2.	Terms of Payment Clause 6	<p>6.1 Forty (40) Percent of the contract price shall be paid after submission and acceptance of Draft Report.</p> <p>6.2 Forty (40) Percent of the contract price shall be paid after submission &amp; acceptance of the Final Report including all deliverables as detailed in the Technical Specification (Volume-III) to the satisfaction of the Owner.</p> <p>6.3 Twenty (20) Percent of contract price shall be paid after the LOI has been issued to the successful developer and upon handing over of the SPV to the selected developer for the particular transmission project.</p>	<p>Since the scope of agency will be completed after the acceptance and approval of final report.</p> <p>The payment linkage towards the issuance of LOI to the TSP is not bound to the scope of survey agency.</p> <p>Therefore, it is requested that the payment under clause 6.3 may please be paid to the consultant as a mobilization advance.</p>	<p>Since the ultimate objective is selection of bidder for TBCB project. The payment milestones have been kept accordingly. Also, there may be some activities/ verification that may be required to be carried out by survey agency after submission of final survey report also.</p> <p>Accordingly, no change is envisaged in the condition notified.</p>

3.	Annexure I to Bid Invitation Clause 1	The bidder should have successfully completed, as a prime contractor, the work of route alignment using remote sensing techniques (satellite imageries), digitization of profile and optimization of minimum 1000 km transmission line of 220 kV or above, in maximum 5 no. of projects during the previous five (5)	It is observed that the similar projects were not carried out in India in the last two years and the potential bidders may not be able to meet this criterion. Therefore, it is requested the experience for this may please be amended as under:	No change is envisaged.
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		financial years. Out of 1000 km, survey of 500 km of transmission line must be for 400 kV or above.	<i>The bidder should have successfully completed, as a prime contractor, the work of route alignment using remote sensing techniques (satellite imageries), digitization of profile and optimization of minimum <b>500 km</b> transmission line of 220 kV or above, in maximum 5 no. of projects during the previous ten (10) financial years. Out of 500 km, survey of 250 km of transmission line must be for 400 kV or above.</i>	
4.	Clause 9 of Volume II Conditions of contract	<p>9.1 PROCEDURE OF PAYMENT</p> <p>All the invoices of payment shall be supported by necessary documents and submitted in quadruplicate for the certification of Engineer-in-Charge of which he will require a maximum time of seven (7) days before the same are submitted for processing the payment within fifteen (15) days of certification of the Engineer-in-Charge of the amount payable for the services. In the event, there is any query in respect of any item of such invoice requiring clarification, the Engineer-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen, and both the parties shall endeavor to reach an agreement within a period of thirty (30) days thereafter. If no mutual agreement can be reached within a period of forty-five (45) days after receipt of the invoices by the Engineer-in-Charge, the Owner shall make payment against the balance of invoice (original amount less the amount in question) to the consultant within thirty (30) days thereafter i.e. within sixty (60) days from the date of receipt of invoice by the Engineer-in-Charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Owner.</p>	All the payments are based on the completion of milestone and keeping payment timeline 60 days after submission of invoice is not understood since the ground works to be completed before the submission of invoice.	The 60 days period is for invoices requiring clarification. Provision of bid document are amply clear in this regard and shall prevail.