

Sr. No.	Reference Clause No. / Pg. No.	Clarification On	Remarks	Replies
1	Page No.5, Scope of Work	Details of Projects – <ul style="list-style-type: none"> <li>· No. of EPC contractors</li> <li>· Billing cycle for EPC contractor</li> <li>· Does scope include rate estimation as well (if Scope of work for EPC contractor is revised more than 30 %, or as per the contract between EPC contractor &amp; UPRVUNL)</li> </ul>	For understanding the scope of work on broad level.	The detail of EPC contractors are as follows: <ol style="list-style-type: none"> <li>1. M/s Doosan Power Systems India Pvt. Ltd. For Obra 'C' &amp; Jawaharpur 2X660 MW Projects.</li> <li>2. M/s Toshiba JSW Power System Pvt. Ltd. For Harduaganj 1X660 MW Project.</li> <li>3. M/s Bharat HeavyElectricals Ltd. For Panki 1X660 MW Projets.</li> </ol> Billing Cycle should be monthly.  Yes scope includes estimation
2	General	Consultant has to only assess or Certify as well	Is any certification involved	Contractor has to provide opinion. No certification is required
3	General	Schedule of Pre bid meeting if any		NA
4	Pg. 8, Pt. B.1	“The bidder must have fully operational office/Head office/Branch office in Delhi/NCR”	<ul style="list-style-type: none"> <li>· Kindly suggest the type of valid document required as a proof for the same.</li> <li>· Is there any duration criteria also for which the office has been established in Delhi/NCR in past</li> </ul>	Self-Certification is required with Address proof  No  No

			<ul style="list-style-type: none"> <li>Is Office location the only eligibility criteria</li> </ul>	
5	Pg. 8, Pt. D	“Liquidated damages shall be levied based on the delay in delivery of the work as per rules and conditions of award letter”	<ul style="list-style-type: none"> <li>LD Percentage of total award contract value</li> <li>Clarity on LD applicability rules for non-completion of work</li> </ul>	Clause deleted
6	Pg.9, Pt. H	“Right to reject any offer in full or in part”	<ul style="list-style-type: none"> <li>Contradicting with Financial Bid Form Pg.14 Note Pt.5 “The work will be awarded to the lowest quote bidder in total”</li> <li>In case of partial acceptance of offer, request to please share methodology to assign cost to the said part service, Rate asked in Financial Bid form is for single item only.</li> <li>Clarity on LD applicability in case of partial contract</li> </ul>	Pl refer amendment -1 in this regard.
7	Pg. 10 Clause 2.0, c, ii	“Balance 10% shall be paid on successful completion of entire work”	Clarity on details of entire work	On completion of consultancy work i.e 31/12/2020 or any extension thereof
8		Documents to be submitted along with tender	Except Address proof & Authority letter is there any other document required pertaining to the Bid submission.	Provision of bid document shall prevail
9		Under the Deliverables section of Preparation & Submission of Bid Proposals, Page no.6, Point no.3 “Authorization	May we request you to please provide clarification if the consultant may use the general authorization	General authorization is acceptable but must contain reference to tender

		letter for signing the proposal/tender documents should be attached.	letter used by their organization or there is any specific document of authorization for the tender	
10		Under the Deliverables section of Preparation & Submission of Bid Proposals, Page no.6, Point no.7, The bidders are requested to submit their competitive offer as per requirement along with all the requisite documents duly signed as a token of acceptance of the Broad Scope of Work, Terms & Conditions and E-bid process.	May we request you to please clarify if you mean the original tender document to be signed and sealed	YES. Bidder understanding is correct.
11		Under preparation of financial bids, Page no. 8, Office accommodation, transport and daily movement of consultant, telephone, computer and other facilities shall be arranged by the agency at his/their own cost.	We request the team to relax this clause as the consultant selected will be working as a part of RECTPCL team to provide consultancy services to UPRVUNL. Hence, we request you to please provide office accommodation to the team for the project	Provision of bid document shall prevail
12		Under Bid Opening and evaluation of proposal, Section D, Liquidated damages (LD) for delay for completion of work-“Liquidated Damages shall be levied based on the delay in delivery of the work as per rules and conditions of award letter.”	We request you to please provide more details on Liquidated Damages rules and condition of the contract.	Clause deleted

13		Section III, Under Terms of Reference, Point c) All Payments shall be made in Indian Rupees only as per the following schedule:- i. 90% of monthly invoices will be paid on monthly basis. ii. Balance 10% shall be paid on successful completion of entire work	May we request you to please relax the clause of paying the Balance 10% shall be paid on successful completion of entire work, this will create a huge WIP for us in two years of contract. Hence, we request you to please relax this clause.	Provision of bid document shall prevail
14		FORM FIN-3, Under Note section, 6.The quote shall be evaluated on a basis of the total price Request you to please elaborate the clause in detail.	Request you to please elaborate the clause in detail.	Provision has been revised. Please refer Amendment-1 in this regard. The quote shall be evaluated on a basis of the total price quoted
15		Obligations Of The Consultant - Liability of the consultant	It is requested that you may kindly add the liability clause as: The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. The Client (and any others for whom Services are provided) shall not recover from the consultant, in contract or tort, under statute or otherwise, any amount	Agreed. Please refer Amendment-1 in this regard.

			<p>with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services</p>	
16		Scope of Work	<p>We understand that the scope of work is to estimate the commercial implications only and would not cover:</p> <ol style="list-style-type: none"> <li>1. Any technical estimates / study to be carried out</li> <li>2. Providing any legal opinion.</li> </ol> <p>Further, we understand that separate technical and legal experts would be</p>	<p>Please refer clause no. 4 of scope of work of the bid document wherein “ commercial implication/ cost estimation due to technical deviation” is a part of Scope of work. Therefore, the cost estimation of Technical changes is part of scope of work; however, legal matters shall be taken care by UPRVUNL. Technical details of such changes shall be provided by</p>

			appointed by RECTPCL for technical and legal matters related to the EPC Contract or these shall be handled by RECTPCL in-house.	UPRVUNL. Cost estimation of such changes has to be analyzed/ estimated by bidder
17		Scope of Work	<p><u>Estimation of Rates not defined in EPC Contract</u></p> <p>In case of any technical deviation for which the item rates / prices are not specified in the EPC Contract, the same shall be provided by RECTPCL or its Technical Consultant.</p> <p>Since estimation of item rates are technical in nature, this shall not form part of the scope of work of Commercial Consultant</p>	Technical details of such changes shall be provided by EPC contractor/ UPRVUNL. The cost estimation of such changes has to be analyzed by the bidder.
18		Clause B1.  Location of Office.	<p>It is envisaged that all work shall be carried out in Delhi and no project site visits are envisaged to be undertaken by Commercial Consultants.</p> <p>We understand that there may be few visits to Lucknow to discuss the report with UPRVNL. Since there is no separate reimbursement of Out of Pocket expenses, we request you to kindly cap the number of visits of Commercial Consultant for estimation of the total budget.</p>	Consultancy work shall be carried out based out of Delhi. However, visit of two officials for three days shall be performed which shall be inclusive of the lump sum price quoted by bidder. However, due to some unavoidable circumstances if the no. of visits shall exceed in a month the same shall be adjusted in subsequent month.