

## REC Power Development and Consultancy Limited

(Formerly Known as REC Power Distribution Company Limited  
A wholly owned subsidiary of REC Limited, a 'Navratna CPSE'  
under Ministry of Power, Govt. of India)



<b>Response to Pre-Bid Queries dated: 12.08.2022</b>				
<b>RECPDCL Open e-Tender No.: RECPDCL/CONSULTANCY/2022-23/997 dated 05<sup>th</sup> July, 2022</b>				
<b>Subject: Clarifications to the REQUEST FOR PROPOSAL (RFP) for 'Empanelment of Consultancy firms on Rate Contract for providing 'Expertise Services in various domains' w.r.t the Pre-Bid Meeting held on 15<sup>th</sup> July, 2022 (Friday) at 11:30 Hours (IST)</b>				
<b>Sl. No.</b>	<b>Clause/Section/Page Reference</b>	<b>Description</b>	<b>Queries/ Suggestions of the bidder</b>	<b>RECPDCL's Response</b>
1.	Page 2 / Tender Information	The EMD (Earnest Money Deposit) is to be submitted by all the participating Bidders for each category in the form of demand draft/Bank Guarantee of an amount of ₹5,00,000/- (Rupees Five Lakh Only/-) from any Indian scheduled commercial bank.	Bank Guarantee from scheduled foreign commercial banks like Bank of America should be acceptable.	RFP conditions shall prevail.
2.	Documentary evidence with respect to Audited Financial Accounts – Turnover & Net worth.	Audited Annual Accounts during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.	As audited results for FY 2021-22 are not available yet, annual audited accounts for following last four (4) financial years namely, FY 2020-21, 2019-20, 2018-19 and 2017-2018 should be considered.	Please refer Amendment-1
3.	Page 23, Clause 4.2	Technical proposal consisting of Cover – 1, 2 & 3 Should be submitted physically.	<ul style="list-style-type: none"> <li>Kindly clarify that in addition to the online submission, entire technical proposal is to be submitted in Hard Copy also.</li> <li>Also clarify, that separate Technical Proposal/ Financial quote has to be made for each category/ area of work in which bidder chooses to participate?</li> </ul>	Please refer to RFP Document.
4.	Section 3.2.3: Technical Requirements (Page 16)	Pre-qualification criteria for each category/ area of work.	<ul style="list-style-type: none"> <li>Considering that proof of completed projects is required for each area of work under the selected category, we suggest that Global Client Credentials should be acceptable.</li> <li>In addition, kindly note completion certificate may not be available for ongoing projects (FY 2021-22), hence Self-certification by the authorized signatory should be acceptable as proof of work done.</li> </ul>	RFP conditions along shall prevail.
5.	Clause 4.8: III – Evaluation of Financial bids	<ul style="list-style-type: none"> <li>All bidders wishing to be empaneled by matching with L1 prices are required to submit their willingness</li> </ul>	<ul style="list-style-type: none"> <li>As per Clause 4.8: III evaluation of financial bids, it seems that bidders which agree/ willingly match the L1 rates will get empaneled. However, as per Section 5: Work allocation, bidders</li> </ul>	Please refer to RFP Document.

		<p>in writing within 3 working days of discovery of L1 rates.</p> <ul style="list-style-type: none"> <li>RECPDCL shall issue a 'Letter of Empanelment and Rate Contract' for each category to the Bidder quoting L1 prices and all other bidders agreed to match L1 rates shall be eligible for empanelment and rate contract and declared as Successful Bidders.</li> </ul>	<p>will be allocated work based on their Bids – i.e. L1 bidder will get first 3 works, then L2 bidder and subsequently L3, L4 &amp; L5 bidders.</p> <ul style="list-style-type: none"> <li>Kindly clarify, if all bidders match the L1 rates, then how the work allocation will be done for each category/ area of work. Also clarify, if bidders chose not to match L1 rates and are empaneled as per L2, L3 and so on rates, same process of work allocation will be followed?</li> </ul>	
6.	Clause 4.19, page 30		<ul style="list-style-type: none"> <li>The Bidder requests deletion of all exceptions from the indirect and consequential liability disclaimer. Majority of the government RFPs provide complete exclusion of indirect damages (such as loss of profits, loss of goodwill, loss of reputation etc.). Further, the same is also validated under Section 73 of the Indian Contract Act.</li> <li>We also request the inclusion of a definition for "willful misconduct" as below: "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</li> </ul>	RFP Conditions shall prevail.
7.	Clause 4.17, page 29	Indemnity	<p>The Bidder proposes the following clause for indemnity which is more appropriate for the services in scope:</p> <p>Bidder shall indemnify, defend and hold harmless RECPDCL and its affiliates, and respective employees, directors and officers, (each a "RECPDCL Indemnified Party"), from and against any and all sums finally awarded to a third Party arising from a claim, action or demand by such third Party against a RECPDCL Indemnified Party, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent</p>	RFP Conditions shall prevail.

			that such claim, action or demand arises from the death of or bodily injury to any person or loss of or damage to real or tangible personal property to the extent directly caused by the gross negligence or Willful Misconduct of Bidder, its personnel, agents, or affiliates during the course of the Services under this Agreement. As used in this Agreement, "Willful Misconduct" means an action undertaken by a Party with the malicious intent to cause harm to the other Party.	
8.	Clause 4.12, page 29 & Section 7, Clause 2, page 37	Termination for Convenience	We request modification of the clause as below: <ul style="list-style-type: none"> <li>• Each Party may terminate the contract for convenience upon 90 days' notice.</li> <li>• Upon termination, RECPDCL shall pay Bidder for all Services rendered and expenses incurred by Bidder prior to the date of termination. In addition, if Bidder terminates an Agreement for RECPDCL's breach or RECPDCL terminates for convenience, RECPDCL shall also pay Bidder for any out-of-pocket demobilization costs or other costs resulting from such early termination.</li> </ul>	RFP conditions shall prevail.
9.	Clause 4.14, page 29	Suspension	The Bidder requests for deletion of this clause in its entirety. There are adequate remedies available to RECPDCL if Bidder does not perform its obligations such as direct damages, termination, and Liquidated damages.	RFP conditions shall prevail.
10.	Clause 4.15, page 29	Confidentiality	We request that the provision be replaced with the language below: Each party may have access to information (in any form) that relates to the other party's past, present, and future activities including research, development, business activities, products, services, processes, and technical knowledge, which is identified by the disclosing party as confidential or reasonably understood to be confidential ("Information"). Information may only be used by the receiving party consistent with the rights and obligations of this Agreement. The receiving party agrees to protect the Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Access to the Information will be restricted to Bidder and RECPDCL personnel (including such personnel employed by their affiliates) and subcontractors engaged in the performance, management, receipt or use pursuant to the parties' rights and obligations under this Agreement, provided such parties are bound by substantially similar obligations of confidentiality. Bidder may retain and use Information relevant to its business purposes (including to provide or	RFP conditions shall prevail.

			enhance our services) so long as its use of such Information is in an aggregated and anonymized or pseudonymized manner. Personal Data is defined below and treated separately from other Information. Nothing in this Agreement will prohibit or limit either party's use of information (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of Information, (iii) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Agreement; or (v) is required to be disclosed under orders of Court of competent jurisdiction or to fulfil legal or regulatory requirements.	
11.	Clause 4.18, page 30	Termination for Default	We request that a termination for default right is also provided to the Bidder and that this right shall only applicable upon the material breach by the other party.	RFP conditions shall prevail.
12.	Clause 4.18, page 30	RECPDCL may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate RECPDCL for any extra expenditure involved towards support service to complete the scope of work totally.	Bidder assumes that RECPDCL shall discuss the delay penalty / liquidated damage at the contracting stage. We request that the Liquidated Damages provision in all cases should cover the following in principle: (i) Liquidated damages/Penalty to be the sole and exclusive remedy of RECPDCL against all delays; (ii) Such liquidated damages/penalty shall only be imposed if the delays can be solely attributable to the acts of the Bidder; (iii) the maximum liability of Bidder with respect to all liquidated damages or Penalty mentioned under this Agreement in aggregate to be [not greater than 5%] of the cost of activity delayed; (iv) Liquidated damages/penalty shall be counted towards the overall liability of Bidder while computing the overall liability of Bidder during each phase; (v) we would like to discuss incentives provision under the section to arrive at a mutually agreed position. (vi) Bidder shall not be responsible for any delays or non-performance of other parties or RECPDCL in line with what mentioned under the referred section.	RFP conditions shall prevail.
13.	Section 7, Clause 1, page 37	The empaneled bidder will not outsource the work to any other associate / franchisee / third party under any circumstances. If it so happens then RECDPCL will	Bidder submits that Bidder may, with prior notification to the RECPDCL, enter into subcontracts for any third-party services or products for provision for Services. However, this restriction shall not be applicable to Bidder affiliates. Further, Bidder has alliance relationships with third party product and services vendors. As part of many such relationships, Bidder	RFP conditions shall prevail.

		impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.	is able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Bidder. Such relationships are beneficial to the Bidder and assist in its performance of the Services hereunder.	
14.	Section 7, Clause 5, page 37	The bidder will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed consultants at RECPDCL / User's premises. All equipment will be used only for the purpose of carrying out legitimate business of RECPDCL/User's organization and will not be put into any other use.	This is already under indemnity sections above. We request for deletion of this clause.	RFP conditions shall prevail.
15.	Section 7, Clause 7, page 37	Intellectual Property Rights: The empaneled Bidder will indemnify RECPDCL of any infringement of third party rights be they under the Patents Act or the IPR.	We request that the provision be replaced with the language below, which is more appropriate for the services in scope: "Each party (the "Indemnifying Party") will indemnify and defend the other party, its parents, subsidiaries, affiliates, successors, and their directors, officers, employees, agents and representatives (collectively the "Indemnified Parties"), from and against any and all third party claims, demands, lawsuits, judgments, fines, and penalties (including interest thereon and court costs) caused by a claim that any Deliverable (in which case, Bidder is the Indemnifying Party) or RECPDCL IP (in which case, RECPDCL is the Indemnifying Party) provided pursuant to this Agreement (collectively, "Indemnified Claims"), (i) infringes a third party's copyright, trademark or India patent existing as of the date of delivery of such Deliverable or RECPDCL IP, or (ii) misappropriates a third-party's trade secrets. The Indemnifying Party will have no liability, however, to any Indemnified Party to the extent the alleged infringement or misappropriation was caused by: (I) modifications to any Deliverable (made by or on behalf of RECPDCL) or RECPDCL IP (made by or on behalf of Bidder); (II) use of the Deliverable or RECPDCL IP in combination with any hardware, software or other products or services where such combination was not within the reasonable contemplation of the Parties;	RFP conditions shall prevail.

			(III) the failure of an Indemnified Party to use corrections or enhancements to the Deliverable or RECPDCL IP provided by the Indemnifying Party; (IV) specifications or direction provided by the Indemnified Party; or (V) use of the Deliverable or RECPDCL IP not authorized under this Agreement. If any Deliverable is, or in Bidder's opinion is likely to be, held to be infringing, Bidder will at its expense and option either: (i) procure the right for RECPDCL to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) direct the return of the Deliverable and refund to RECPDCL the fees paid for such Deliverable. This section sets forth the sole and exclusive remedies for Indemnified Claims. To receive the benefits of this provision, the Indemnified Party must promptly notify the Indemnifying Party in writing of any eligible claim or demand and provide the Indemnifying Party reasonable cooperation and full authority to defend or settle same provided that such settlement does not impose any obligation (monetary or otherwise) on the Indemnified Party without its consent."	
16.	Section 7, Clause 33, page 39	Compliance with local laws.	We propose a simple language for compliance with laws: "Each Party will retain responsibility for compliance with all central, state and local laws and regulations applicable to their respective businesses."	RFP conditions shall prevail.
17.	Section 7, Clause 42, page 40	Deviation Statement	Bidder submits that bidder will submit certain deviations to the conditions mentioned in this RFP in order to arrive at mutually acceptable terms and conditions. Bidder also submits that bidder will not be bound by any other terms and conditions mentioned in web-portal and reserves a right to submit deviations against such terms (if any).	RFP conditions shall prevail.
18.	Section 7, Clause 45, page 42	Applicable Law	The Bidder submits that it will comply with laws which are applicable to it as a provider of services.' The Bidder requests for modification of the clause to this effect.	RFP conditions shall prevail.
19.			<ul style="list-style-type: none"> <li>We request for deletion of all provisions in respect of blacklisting/debarment/holiday-listing/forfeiture of performance guarantee.</li> <li>It is our understanding that the RFP terms and conditions override and supersede the GeM General Terms and Conditions. Request you to please confirm our understanding. The Bidder submits that any terms and conditions in addition to RFP terms and conditions will not be applicable. Bidder also submits that bidder will not be bound by any other terms and conditions mentioned in web-portal and reserves a right to submit deviations (if any).</li> </ul>	Please refer to RFP Document along with Amendment-1.

			<ul style="list-style-type: none"> <li>Bidder is not licensed, certified, and/or registered in any jurisdiction as an accounting, auditing, bookkeeping, or tax advisory professional. Bidder will not provide any legal, accounting, attestation, audit, or tax advice and that the Services will exclude functions that by law or custom are provided by, or reserved to, certified or chartered public accountants.</li> </ul>	
20.	Clause 3.2.1 Sub-Clause G.6	Minimum 140 full-time professionals on bidder's payroll for consultancy services of the organization within that minimum 35 full-time professionals in each category of Power sector, Digital & ICT, Emerging Technologies, Functional & Operational verticals as on last date of bid submission.	<p>We request for following change in the clause:  "The bidder should have minimum 35 professional in each category of Power sector, Digital &amp; ICT, Emerging Technologies, Functional &amp; Operational verticals for which it has applied for empanelment either on payroll or long term contract (more than 1 year) as on last date of bid submission".</p> <p>It is submitted that number of professional required to be with one organization should depend on number on categories the bidder has applied for empanelment. i.e if applied for only 1 category the number of bidder should be 35, if applied for 2 categories then 70 and so on.</p> <p>Further contractual employee should also be considered if their contract is long term as it provides long-term visibility for their deployment in assignments offered by RECPDCL during course of the empanelment"</p>	RFP conditions shall prevail.
21.	Clause 3.2.2 Sub-Clause F.1	Bidder should have a minimum average annual turnover of Rs. 250 Crores (Rupees Two Hundred and Fifty Crores) in consultancy services in India during the last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.	<p>We request for following change in the clause:  "Bidder should have a minimum average annual turnover of Rs. 50 Crores (Rupees Fifty Crores) in consultancy services in India during the last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19."</p> <p>Rationale: The main reason for having a turnover eligibility clause in RFP is to ensure that only serious and established player having adequate financial capacity to execute the assignment, should bid against the RFP. However, the motive of the clause should never be to restrict the competition or favor established big players. MAAT of Rs. 250 crore is possessed by selected consultants and the same doesn't denote type of expertise RECPDCL is looking for as the turnover can be achieved from consultancy services from altogether irrelevant areas to current empanelment bid."</p>	Please refer Amendment-1
22.	Clause 3.2.3 Sub-Clause T.1.A	<b>CATEGORY –A- Power Sector</b> Experience in providing consultancy services for projects/schemes of govt. or	<p>We request for following change in the clause:  Experience in providing consultancy services to govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power (or) to such entities on behalf of multilateral financial institutions in</p>	Please refer to the Amendment-1.

		<p>private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-A of Power Sector experts for each area of work as mentioned in the subsequent cells.</p> <p>1. The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-A during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.</p> <p>2. The area of work can be considered even if it is part of a single contract containing multiple area of work</p>	<p>the Category-A of Power Sector experts for each area of work as mentioned in the subsequent cells.</p> <p>1. The bidder should have executed /executing (with more than one year lapsed) minimum One (1) consultancy work of value more than Rs. Twenty five lakh (or) Two (2) consultancy works of value more than Rs. Ten lakh; in at-least 4 areas of work under CATEGORY-A during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.</p> <p>2. The area of work can be considered even if it is part of a single contract containing multiple area of work”</p> <p>Rationale:</p> <p>1. The experience of the consultant should be considered if it falls in the particular area of work even if it doesn't belong to any project/scheme as often consultancy works are awarded for operational works related to mentioned areas of work falling under category-A</p> <p>2. If the consultant has worked for more than 1 year on any particular project then it would have garnered sufficient experience in that particular area of work and hence the experience should be considered for evaluation/eligibility criteria even if such work hasn't been completed</p> <p>3. Experience of work executed for any power utility on behalf of multilateral financial institutes such as World Bank, ADB etc in areas of work under Category-A should also be considered as the experience obtained from such project is equivalent to one obtained from working on project awarded by the utility.</p> <p>The value of the project for eligibility should also be reduced as higher project value may not translate into more quality experience but only higher volume or period of same kind of work which doesn't result in additional expertise of the consultant</p> <p>5. It would also be difficult for a consultant to have experience in every mentioned area of work under Category-A (total 10) which would lead to low competition. Hence the condition of having relevant experience in every area should be reduced to having relevant experience any four areas of work</p>	
23.	Annexure-IX Clause 1 (b) Sub-Clause (i) S.No. 2,3,4,& 5	Technical Evaluation	<ul style="list-style-type: none"> <li>The technical evaluation should be changed in accordance with changes in evaluation criteria such that the minimum marks under respective clause pertains to minimum eligibility criteria.</li> <li>Higher marks under each evaluation criteria may be awarded as per suitable grading which may suitably determine by RECPDCL.</li> </ul>	Please refer to the Amendment-1.



24.	Section 3 Clause 3.2.3 T.1.A	Experience in providing consultancy services for projects/schemes of govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-A – Expert for each area of work as mentioned in the subsequent cells. 1. The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-D during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19. 2. The area of work can be considered even if it is part of a single contract containing multiple area of work.	The time-period of 4 financial years is too restrictive as engagement of the magnitude required in RFP may run for multiple years. Hence the time period may kindly be extended to 7 years (FY 14-15 to FY 21-22) and the ongoing assignments which may also be considered.	Please refer to the Amendment-1.
25.	Section 3 Clause 3.2.3 T.2.B	Experience in providing consultancy services for projects/schemes of govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-B – Expert for each area of work as mentioned in the subsequent cells. 1. The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-D during last four (4) financial years	The assignments in the areas like AMI & Smart metering, Smart Grid, and electricity consumer billing system are directly related to Power Sector. For other areas such as RPA, Cloud service, Cyber Security, Mobile app, web-portal and other IT solution bidder should be allowed to leverage experience in other sectors as these are sector agnostic capabilities. Further, experience of these technologies in sector other than power would not only be equally enriching but could be useful to bring in cross learnings. Hence, these digital and ICT areas of work must be made sector agnostic. The restriction of Rs. 1 Cr. and 2 Cr. as value of engagement is very high for this category which captures emerging technologies in the power sector. Only bidders who have done such work as part of larger funded programs will be able to leverage their experience in the current formation. Hence, the value of engagements may be reduced to Rs. 25 Lacs (two assignments) and Rs. 50 Lacs (One assignment).	Please refer to the Amendment-1.

		namely, FY 2021-22, 2020-21, 2019-20 and 2018-19. 2. The area of work can be considered even if it is part of a single contract containing multiple area of work."	The time-period of 4 financial years is too restrictive, may kindly be extended to 7 years (FY 14-15 to FY 21-22) and the ongoing assignments must also be considered.	
26.	Section 3 Clause 3.2.3 T.3.C	Experience in providing consultancy services for projects/schemes of govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-C – Expert for each area of work as mentioned in the subsequent cells. 1. The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-D during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19. 2. The area of work can be considered even if it is part of a single contract containing multiple area of work.	The restriction of Rs. 1 Cr. and 2 Cr. as value of engagement is very high for this category as it captures only emerging trends which are still in the study phases. No real on-ground implementations under these areas have taken place which could lead to engagements of this magnitude for multiple consulting firms. Only bidders who have done such work as part of larger funded programs will be able to leverage their experience in the current formation. Hence, the value of engagements may be reduced to Rs. 25 Lacs (two assignments) and Rs. 50 Lacs (One assignment). Since, these are emerging areas, ongoing assignments may also be considered.	Please refer to the Amendment-1.
27.	Section 3 Clause 3.2.3 T.4.D	Experience in providing consultancy services for projects/schemes of govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-D – Expert for each area of work as mentioned in the subsequent cells.	The time-period of 4 financial years is too restrictive as engagement of the magnitude required in RFP may run for multiple years. Hence the time period may kindly be extended to 7 years (FY 14-15 to FY 21-22) and the ongoing assignments which may also be considered.	Please refer to the Amendment-1.

		<p>1. The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-D during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.</p> <p>2. The area of work can be considered even if it is part of a single contract containing multiple area of work.</p>		
28.	Annexure-VII Educational Qualifications and Experience of Various Positions	<p>Category Name: Functional &amp; Operational Category Code: D Area of Work</p>	<p>The arbitration and legal support falls outside the purview of consulting organizations as they are not authorized to provide any legal advice /legal services. Moreover, the consulting organizations cannot directly provide legal services and will have to necessarily engage third party to undertake the same.</p> <p>Hence, it is requested that this area of work (Arbitration and Legal Support) can be carved out as separate Area of Work (Category E) for which external professional support / sub-contracting may be allowed so that consulting organizations can tie up with legal firms.</p> <p>This shall also ensure that any legal advice or arbitration support is obtained from a practicing lawyer/ advocate only.</p>	Please refer to the Amendment-1.
29.	Annexure-IX Technical Evaluation 1. (b) (v) (i) –Category B, Category C Technical evaluation framework Sr. No. 3.	<p>Technical evaluation framework: B. Technical bid evaluation for the CATEGORY- B - Digital &amp; ICT Expert 3. Number of completed consultancy works for area of works under category-B of value more than Rs. 50 lakhs in last three years: 10 (Max. Marks) C. Technical bid evaluation for the CATEGORY- C – Emerging technologies Expert</p>	<p>It is requested that the value of the engagement under Category B and C for evaluation Criteria no. 3 may be reduced as these areas are still emerging in the sector and keeping the threshold of Rs. 50 Lac may be too restrictive. The threshold may be removed for this Category.</p> <p>In line with Point No.2 of this table, the assignments from other sectors may be considered under Category B – Digital &amp; ICT Expert.</p> <p>Moreover, in line with Point 1 to Point 4, the assignments for Evaluation Criteria 3 for all four Category A and D must be considered for 7 years' period from FY14-15 to FY20-22 along with ongoing projects."</p>	Please refer to the Amendment-1.

		3. Number of completed consultancy works for area of works under category-D of value more than Rs. 50 lakhs in last three years: 30 (Max. Marks)		
30.	Annexure-IX Technical Evaluation 1. (b) (v) (i) Technical evaluation framework Sr. No. 4.	<p>i) Technical evaluation framework:</p> <p>A. Technical bid evaluation for the CATEGORY-A - Power Sector Expert</p> <p>4. Number of projects handled in the below area of works. Each project will carry 1 mark: 20 (Max. Marks)</p> <p>B. Technical bid evaluation for the CATEGORY- B - Digital &amp; ICT Expert</p> <p>4. Number of projects handled in the below area of works. Each project will carry 1 mark: 20 (Max. Marks)</p> <p>C. Technical bid evaluation for the CATEGORY- C - Emerging Technologies Expert</p> <p>4. Number of projects handled in the below area of works. Each project will carry 1 mark: 12 (Max. Marks)</p> <p>D. Technical bid evaluation for the CATEGORY- D - Functional &amp; Operational Expert</p> <p>4. Number of projects handled in the below area of works. Each project will carry 1 mark: 8 (Max. Marks)"</p>	We understand that the Credentials utilized under Criteria Sr. no. 3 for each of the four categories can be utilized under Criteria 4 as well. Further, it is understood that one credential covering multiple areas of work in one of more categories can be repeated. Kindly confirm.	Please refer to the Amendment-1.

31.	1. (b) (v) (i) Technical evaluation framework Sr. No. 5."	<p>i) Technical evaluation framework:</p> <p>A. Technical bid evaluation for the CATEGORY-A - Power Sector Expert</p> <p>5. Personnel proposed to be deployed on RECPDCL projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-VI. Each CV will carry max. marks as detailed below table: 40 (Max. Marks)</p> <p>B. Technical bid evaluation for the CATEGORY- B - Digital &amp; ICT Expert</p> <p>5. Personnel proposed to be deployed on RECPDCL projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-VI. Each CV will carry max. marks as detailed below table: 40 (Max. Marks)</p> <p>C. Technical bid evaluation for the CATEGORY- C - Emerging Technologies Expert</p> <p>5. Personnel proposed to be deployed on RECPDCL projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-VI. Each CV will carry max. marks as detailed below table: 24 (Max. Marks)</p> <p>D. Technical bid evaluation for the CATEGORY- D - Functional &amp; Operational Expert</p>	May kindly clarify that if for each area of work and for each of the 4 levels, separate CVs need to provided or One CV can be used across multiple Areas of Work under one or more or all 4 categories.	Please refer to the Amendment-1.
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		5. Personnel proposed to be deployed on RECPDCL projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-VI. Each CV will carry max. marks as detailed below table: 16 (Max. Marks)"		
32.	Annexure-IX Technical Evaluation 1. (b) (v) (i) Technical evaluation framework Sr. No. 6. Certifications"	i) Technical evaluation framework: A. Technical bid evaluation for the CATEGORY-A - Power Sector Expert 6. Certifications: CMMI Level 5 B. Technical bid evaluation for the CATEGORY- B - Digital & ICT Expert 6. Certifications: CMMI Level 5 C. Technical bid evaluation for the CATEGORY- C - Emerging Technologies Expert 6. Certifications: CMMI Level 5 D. Technical bid evaluation for the CATEGORY- D - Functional & Operational Expert 6. Certifications: CMMI Level 5"	RECPDCL is requested to change the certification requirement from CMMI Level 5 to CMMI Level 3 or only to ISO Certification in technical bid evaluation criteria for all the Four Categories.	Please refer to the Amendment-1.
33.		Last date of Bid Submission: 26th July 2022	Considering the large number of credentials and CVs required to meet the qualification and evaluation criteria given under the RFP, it is requested that extension of atleast 3 weeks is provided from the date of issuance of corrigendum.	Please refer Corrigendum-1 Dated: 27.07.2022
34.	Section-1-Introduction, Clause 5: Requirement/Table A/ Page No. 5		<ul style="list-style-type: none"> <li>Battery Energy Storage System (Area of Work under Power Sector) may be considered under Emerging Technology Category. Although BESS is a part of power sector, but it is still an emerging technology like Power Trading and others.</li> <li>"Renewable energy (A.6) also covers the scope of Stress Asset Management/ Asset Acquisition/ Resolution/ Participation / Due Diligence (A.10).</li> </ul>	Please refer to the Amendment-1.

			<ul style="list-style-type: none"> <li>• Will RECPDCL allow single credential for both the areas of work? Kindly clarify.</li> <li>• Business Development, Strategy, business/ Financial Modelling (A.9) includes financial modelling for all the business verticals of power sector. In that case, can we submit credentials outside power sector for all 4 area of work under category D including Financial and Accounting Support?</li> </ul>	
35.	Section-1-Introduction, Clause 7/ Page No. 5	The empaneled bidders will provide consultancy services anywhere in India.	Single quote of Man-Month rates for PAN India level would be difficult to quote. Therefore, it is requested to include rate escalation for NE and other Special category states.	RFP conditions shall prevail.
36.	Section-1-Introduction, Clause 9/ Page No. 6	<p>The bidders can identify the category as a part of their proposal as per the above-mentioned table-A for bid consideration/evaluation.</p> <p>It is further clarified that a bidder can participate either in all four (4) categories (or) in any one category as per Eligibility Criteria. However, for participation in a category bidder has to indicate 'YES' for all the 'Area of Work' and has to quote the rate accordingly. If any bidder is not having experience as per eligibility criteria/not interested to work in any particular area of work under selected category, then the bids shall be summarily rejected.</p>	RECPDCL may like to re-consider the area of work under power sector. As separate vertical (G-T-D) may be created under Power Sector for better understanding.	RFP conditions shall prevail.
37.	Section 2: Scope of Work /Page 10	Audits: To provide services for various audits related to IT/ Security/ Finance/ HR/ RBI/ Statutory/ MoP/ Power Sector, etc. or any other as per requirement of RECPDCL/RECL.	Audit works as mentioned in the relevant section are generally not taken up by consultancy works.	Please refer to the Amendment-1.

38.	Section 3: pre-qualifying criteria/ General Requirement / Page 15	Minimum 140 full-time professionals on bidder's pay- roll for consultancy services of the organization within that minimum 35 full-time professionals in each category of Power sector, Digital & ICT, Emerging Technologies, Functional & Operational verticals as on last date of bid submission.	It is requested to kindly allow Minimum employees up to 80 and within that 20 employees in each category. It will be tough to find many such companies with this employee's strength. In the interest of improving the participation and competitiveness of the bids, our suggestion may be adopted	RFP conditions shall prevail.
39.	Section 3: pre-qualifying criteria/ Technical requirement- CATEGORY –A,B,C,D / Page No. 16-19	<p>1. The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-A,B,C,D during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.</p> <p>2. The area of work can be considered even if it is part of a single contract containing multiple area of work.</p>	<ul style="list-style-type: none"> <li>• Consultancy assignments with amount more than 1 crore or 2 crore would be challenging for consultancy firms for all area of work under each category or even single category. It is requested to kindly bring down the cap from 1 crore to under 30 Lakhs.</li> <li>• Further, please clarify how RECPDCL will assess the amount under certain area of work even if it is part of a single composite contract comprising multiple area of work.</li> </ul>	Please refer to the Amendment-1 with Annexure-I.
40.	Section 3: pre-qualifying criteria/ Technical requirement- CATEGORY –A,B,C,D / Page No. 16-19	<p>Bidder to submit the documentary proof for each assignment (Work order/LoA along with Letter of Satisfaction or completion certificate) for the area of work.</p> <p>Bidders need to submit the proof against those category only with all Area of Work, which they are pursuing for empanelment.</p>	Request to consider the ongoing assignment with minimum stipulated timeline of 6 months from the date of issuance of this EoI.	Please refer to the Amendment-1.
41.	Section 4: bidding process/ 4.8 Evaluation of bids/ Page 27	ii) The qualified bidders in Pre-qualification criteria will be advised to make a presentation (in power	Presentation/Interview aspects: Empanelment does not specify the scope of work as this is an empanelment of prospective bidders for future business opportunities with RECPDCL.	Please refer to the Amendment-1



		<p>point) duration of approximately 30 minutes including Q&amp;A to the Evaluation Committee on their capabilities, experiences, etc. and showcase their work done for other clients. These bidders will be given minimum 3 days of notice for this presentation. This presentation will include a strategy suggestion outlining the requirement as per Scope of Work. Annexure IX/Technical Evaluation Framework/ Approach &amp; Methodology/ Page 68 Shortlisted/Qualified bidders shall be invited for detailed presentation to the Screening Committee covering following attributes and weightage criteria.</p>	<p>So, we request to kindly to skip this activity during empanelment and it may be done at the time awarding the work order to suitable consultancy firms.</p>	<p>with Annexure-I.</p>
42.	<p>Section 5: work allocation &amp; assessment/Clause 1: Work Allocation Procedure/ Page 31 Section 6: Payment Terms &amp; Penalty/ Clause</p>	<p>Any assignment of work and filling of gap if not fulfilled by L1 firm and the work will be assigned to L2 and so on. However, any reluctant to deploy of manpower or any assigned work then RECPDCL right to cancel the empanelment &amp; forfeiture of security deposit (BG).</p>	<p>What is the right of the empaneled consultant to refuse any work/assignment offered by RECPDCL, due to any reason (Conflict/confidentiality, Risk &amp; Other)</p>	<p>Please refer RFP document.</p>
43.	<p>Section 6: Payment Terms &amp; Penalty/ Clause 2: Penalty for delays / Page 36</p>	<p>The Empaneled agency shall not refuse to accept RECPDCL work order under any pretext. The work order can be collected from RECPDCL office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 7 working days of the date of the work order.</p>		

44.	Section 5: work allocation & assessment/Clause 1: Work Allocation Procedure/ Page 31	PART -II – In-house Assignments In-house assignment/work shall be awarded to any suitable empaneled agency in any category as per discretion of REPDCL. No rotation policy shall be applicable for allocation of work under Part II- In-house assignments.	Why rotation policy is not adopted for PART -II – In-house Assignments like it is prescribed for PART -I – PMA & PIA Projects.	RFP Conditions shall prevail.
45.	Section 5: work allocation & assessment/Clause 1: Work Allocation Procedure/ clause X/ Page 32	The capping for additional work order/ Repeat order shall be maximum of 50% of the original work order value. Though quantities of various items/resources/profile may vary but the value or order shall be limited to 50% of the original work order on exigency of works after obtaining the approval of the same from the Competent Authority as per REC procurement guidelines.	Capping up to 100% may be considered.	RFP Conditions shall prevail.
46.	Section 5: work allocation & assessment/Clause 1: Work Allocation Procedure/ clause XII/ Page 32	Work Order issued by RECPDCL is binding and failure to comply with the same will be treated with penalty as mentioned in Section 6. This shall be applicable in the event all of the vendors amongst the empaneled vendors shows inability of executing the Work Order.	Work Order may be issued to the empaneled consultancy firm by RECPDCL after receiving the consent from the Consultancy firm on scope of work, Man-Month, timeline and deployment. As Non-compliance by empaneled firm on work order will lead to penalty as per the tender document.	RFP Conditions shall prevail.
47.	Section 5: work allocation & assessment/Clause 3: Deployment of Manpower or Resources / Page 32	The 'Man Month Rate' by Level applicable for the replacement Personnel shall be the same or lower as of the replaced Personnel.	We understand that Man month rate of replacement personnel should be same, as L1 rates shall be valid till the end of empanelment/contract period. Kindly elaborate the scenarios under which the man-month rate of replaced personnel could be lower.	Please refer to the RFP document.

48.	Section 5: work allocation & assessment/Clause 3: Deployment of Manpower or Resources / Page 33	Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer of RECPDCL.	Would request to kindly allow leave as per the RECL policy like RECPDCL have allowed TA/DA for Principal Consultant (E-7), Senior Consultant (E-5), for Consultant (E-3) and for Junior Consultant (E-2) in REC/RECPDCL respectively under Section 6: Payment Terms & penalty.	RFP conditions shall prevail.
49.	Section 7: general terms and conditions/ Page 41	The consultants shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, and the Consultants man-month rate shall be deemed to cover these items.		
50.	Section 6: Payment Terms & Penalty/ Clause 1: Payment Terms/ Page 35	It is the bounden duty of the empaneled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/ Bonus/ Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to RECPDCL (if required) along with Vendor Invoices for the processing of the bills.	As per the HR Policy of the firm, we cannot disclose the salary/remuneration/other benefits given by the employer to employee.	RFP conditions shall prevail.
51.	Section 6: Payment Terms & Penalty/ Clause 1: Payment Terms/ Page 35	RECPDCL will consider 30-man day in a month. Accordingly, payment shall be processed on pro rate basis.	Working days in a month on an average are around 20-22. So, 22 Man-day may be considered for processing the payment on pro-rata basis. And rates will quoted accordingly for 22 Man-days.	RFP conditions shall prevail.
52.	Section 7: General Terms and Conditions/ Page 37	The empaneled bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then RECDPCL will impose sanctions which will	There are different areas of work under category A, B & C which may require the field survey for in-depth analysis. So, we propose to incorporate the clause that outsourcing may be allowed based on the mutual consent between RECPDCL and Consultant.	RFP conditions shall prevail.

		include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.		
53.	Section 7: General Terms and Conditions/ Page 38	Empanelment frequency: The empanelment shall be revolving in nature and shall open every half yearly from date of previous empanelment as deemed fit by RECPDCL.	In case of new empanelment every half yearly, what will be status of previously empaneled agencies. In case of new empanelment, what will be rotation policy of work assignment under Part-I and Part- II for new and previously empaneled agencies	Please refer to RFP document.
54.	Section 3: pre-qualifying criteria/ Technical requirement for Category –A,B,C,D/ Page-16,17,18 & 19	<ul style="list-style-type: none"> <li>The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under Category-A,B,C &amp; D during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.</li> <li>The area of work can be considered even if it is part of a single contract containing multiple area of work.</li> </ul>	There seems to be an ambiguity with Minimum Project value between Section 3: pre-qualifying criteria/ Technical requirement for Category –A, B,C & D and Annexure V & Annexure IX. Kindly clarify.	Please refer to the Amendment-1.
55.	Annexure V/Technical Bid/Clause h/Page 50	Please specify two (2) successfully completed the consultancy jobs of each of value more than Rs. 50 lakhs undertaken in all area of work under selected/interested category during last four (4) financial years namely, FY 2021-		

		22, 2020-21, 2019-20 and 2018-19. Annexure IX/Technical Evaluation Framework/ Page 66, 69, 71 & 74 Number of completed consultancy works for area of works under category-A,B,C & D of value more than Rs. 50 lakhs during last three financial years.		
56.	Annexure VII /Educational Qualifications and Experience of Various Positions/ Page 59		For category B, MCA qualification may be considered along with B-Tech/B.E for experts Educational Qualification for all 4 consultants is same i:e 15+ years. Kindly clarify.	Please refer to Amendment-1.
57.	Annexure V/Technical Bid/Clause h/Page 50	Please specify two (2) successfully completed the consultancy jobs of each of value more than Rs. 50 lakhs undertaken in all area of work under selected/interested category during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.	Kindly Clarify if it is mandatory to submit 2 successfully completed assignment details under each area of work as a compliance to the tender document as per Annexure V or we can submit creds to score minimum marks (50%) as per Annexure IX.	Please refer to Amendment-1.
58.	Annexure IX/Technical Evaluation Framework/ Page 66, 69, 71 & 74			
59.	General Query		Kindly Clarify the penalty applicable if there is delay in payment from RECPDCL to consultancy firm side after successful completion of work/assignment.	RFP conditions shall prevail.
60.	General Query		In Digital & ICT area of work, Robotics is mentioned under B.5 i.e Analytics, Dashboards, AI/ML & Chat Bot, though there is a separate section B.8 on RPA. Please clarify if there is a scope overlap between these.	Please refer to Amendment-1.
61.	General Query		Request for Monthly payments rather than quarterly payments.	RFP conditions shall prevail.
62.	Annexure-VII - Educational Qualifications and Experience of Various Positions of Digital &	Principal Consultant: B.Tech/B.E and 15+Years of Work experience Senior Consultant: B.Tech/B.E and 15+ Years of Work experience Consultant: B.Tech/B.E and 15+ Years of Work experience	Request you to kindly modify the clause as below: Principal Consultant: B.Tech/B.E. and 12+ Years of Work experience Senior Consultant: B.Tech/B.E. and 8+ Years of Work experience Consultant: B.Tech/B.E. and 5+ Years of Work experience Jr. Consultant: B.Tech/B.E. and 3+ Years of Work experience	RFP conditions shall prevail.

	ICT Expert - Cyber Security	Jr. Consultant: B.Tech/B.E and 15+ Years of Work experience		
63.			Since the cybersecurity domain requires niche expertise, we request you to please add certification criteria as well, which can be: Candidate should have a minimum of two certifications: ISO27001/ISO27019/ISO27071/CEH/CISSP/CISA/CISM/TOGAF/SABSA/Six Sigma.	RFP conditions shall prevail.
64.	General Query	Bidder has to select 'YES' against category for which the proposal is submitted for empanelment. In case of the bidder selected 'NO' in any Area of Work of selected category then the bid will be rejected.	Bidder may be allowed to choose from the AOW of each Selected Category; 1. Minimum 4 AOW in category A & B 2. Minimum 2 AOW in category C & D	Please refer to Amendment-1.
65.	Clause 3.2.4 Technical Requirement – Supporting Documents Required		Bidder to allow submission for on-going projects with self-certificate from authorized signatory.	RFP conditions shall prevail.
66.	General Query		An expert CV basis his skillset & experience can be relevant in multiple AoW. Bidders may be allowed to use such expert's CV for multiple AOWs as per experience & skillset of expert.	Please refer RFP document.
67.	3.2.4 Technical requirement- CATEGORY –B- Digital & ICT	Experience in providing consultancy services for projects/schemes of govt. or private power sector utilities in India (or) for power sector CPSUs (or) for Ministry of Power in the Category-B of Digital & ICT Expert for each area of work as mentioned in the subsequent cells.	Bidders may be allowed to submit credentials from Power or Energy sector. For AoW like RPA which is a new technology so credentials from other sectors may be allowed, does not limit RPF cred to power sector only.	Please refer to Amendment-1.
68.	Technical Evaluation	Number of completed consultancy works for area of works of value more than Rs. 50 lakhs in last three years.	Request to consider Completed/Ongoing projects in last 5 years.	Please refer to Amendment-1.
69.	Page no. 30 and Clause 4.15	The empaneled Bidder and their personnel will not, either during the term or after expiration of this	Please add this in the Clause – "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any	RFP conditions shall prevail.

		contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RECPDCL or its clients without the prior written consent of RECPDCL.	information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement."	
70.	Page No. 38 and Clause No. 7	The empaneled Bidder will indemnify RECPDCL of any infringement of third-party rights be they under the Patents Act or the IPR	Since its govt tender hence, indemnity for IPR breach is acceptable as per the guidelines.	RFP conditions shall prevail.
71.	Page No. 29 & clause 4.10 Page No. 30 & clause 4.12 Page No. 31 & clause 4.18 Page No. 38 & clause 1 & 2		Please add the following termination provision: Firm/empaneled agency may terminate this Agreement, or any particular Services, immediately upon written notice to RECPDCL if firm reasonably determine that firm can no longer provide the Services in accordance with applicable law or professional obligations.	RFP conditions shall prevail.
72.	page No. 36 and Clause viii	It is the bounden duty of the empaneled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages /annual Increment/EPF/ESI/Bonus/Medical Insurance/ Accidental Insurance etc. as may be applicable and submit the proof thereof to RECPDCL (if required) along with Vendor Invoices for the processing of the bills.	Please note that firm can only maintain professional indemnity insurance as required by applicable law and professional obligations in India.	RFP conditions shall prevail.

73.	Page No. 40 & Clause 44		<p>It is recommended to add below clause to under Force Majeure to facilitate remote working:</p> <p>(i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>(ii) Where Firm Personnel are required to be in present at Client's premises, firm will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) firm resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	RFP conditions shall prevail.
74.		<p>Bidder should have a minimum average annual turnover of Rs. 250 Crores (Rupees Two Hundred and Fifty Crores) in consultancy services in India during the last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.</p>	<p>The financial numbers for FY 21-22 are not finalized yet, request you to consider last four years from FY 2020-21 onwards.</p> <p>As you are aware, due to COVID-19, many businesses have taken a hit both in India and globally. Feedback Infra have had consistent high turnover, however, FY 2021 witnessed a slowdown. Therefore, it is humbly requested to modify the threshold to the range of INR 150-180 Cr.</p>	Please refer to Amendment-1.
75.		<p>Technical evaluation framework: Average Turnover from Consulting Services in India in last three financial years</p> <ul style="list-style-type: none"> <li>• INR 400+ crores to INR 500 crores: 2</li> <li>• INR 500+ crore to INR 600 crores: 3</li> <li>• INR 600+ crore: 4"</li> </ul>	<p>It is requested to modify the evaluation criteria in line with the qualifying criteria as stated above.</p> <p>Average Turnover from Consulting Services in India in last three financial years</p> <ul style="list-style-type: none"> <li>• INR 150+ crores to INR 250 crores: 2</li> <li>• INR 250+ crore to INR 350 crores: 3</li> <li>• INR 450+ crore: 4"</li> </ul>	Please refer to Amendment-1.
76.		The bidder should have completed minimum One (1) consultancy	Since the works here refers to multiple sectors and sub-sectors, it may be noted that high value assignments (more than INR 1 Cr) may not be	Please refer to Amendment-1.



		work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-A during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.	available in each domain while the firm may have in-depth expertise in the respective domain and area of work along with availability of the resources. Therefore, RECPDCL may consider reducing the threshold. Further, the given criteria – “The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-A during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19” may be mandated to meet in any one of the areas of work.	
77.	General	Earnest Money Deposit	<ul style="list-style-type: none"> <li>RECPDCL is requested to waive off the EMD requirement at the proposal submission stage, as the RfP already provides for Empanelment Guarantee fee to be submitted by empaneled bidders.</li> <li>In lieu of EMD, RECPDCL is requested to consider a bid submission declaration in the proposal stage.</li> </ul>	RFP conditions shall prevail.
78.	General	Timelines of bid submission	RECPDCL is requested to provide adequate time for proposal preparation after issuance of clarifications. A time extension of 2 weeks is requested to be provided from the date of publication of corrigendum.	Please refer Corrigendum-2
79.	Introduction Clause 9.	It is further clarified that a bidder can participate either in all four (4) categories (or) in any one category as per Eligibility Criteria.	<ul style="list-style-type: none"> <li>It is humbly submitted that a firm may have expertise in a range of areas out of the identified categories. Therefore, the requirement from a bidder to participate either in all four or only one category is prohibitive in nature since firms working in energy sector work across the power &amp; utilities, network modernization, new energies, emerging technologies and digital domain. At the same time, many firms do not have legal practice due to regulatory constraints and it may limit their participation across all areas.</li> <li>Therefore, RECPDCL is requested to relax the same (one or all criteria) and allow bid submission for any number of category (ies) as per the capabilities of the bidder.</li> </ul>	Please refer to Amendment-1.
80.	Section 3: Pre-Qualification Criteria	Clause 3.2.1 General Requirement Item G.7		
81.	Section 2: Scope of Work Part B: Digital and ICT"	Indicative work descriptions under each of the work areas (Category B)	The indicative work description has numerous reference to the word 'expert' in Category B – Digital and ICT. RECPDCL is requested to clarify if work experience is required in that area or experts.	Please refer to Amendment-1.
82.			Each Work Area has been broken down into a combination of multiple areas of work, technologies and capabilities, for instance, B.1 (AMI & Smart Metering) includes reference to HES, MDM, and Communication system, UAT, Solution Architect, AMI Design, Smart Meter Rollout and Field Devices.	

			<ul style="list-style-type: none"> <li>▪ RECPDCL may please clarify if the bidder is required to exhibit credentials across all these areas or few may qualify. For instance, if a credential is for AMI rollout but does not cover Field Monitoring Devices. Alternatively, a firm may have worked on some other related aspect of AMI, not covered under this area.</li> <li>▪ Furthermore, it is submitted that bidders typically can be categorized into implementation firms or advisory firms depending on major share of business from each category. Thus, an advisory firm would have stronger capabilities in areas such as strategy support, roadmap, project management support etc. and not on implementation. Therefore, it is requested that RECPDCL may categorize work areas based on support required for advisory and on-ground implementation separately. This will also align with the "In-Office" and "External" support envisaged by you.</li> </ul>	
83.	Section 3: Pre-Qualification Criteria	Clause 3.2.1 General Requirement Item G.6	It is submitted that while a bidder may have resources with experience in identified categories (Power sector, Digital & ICT, Emerging Technologies, Functional & Operational), it may not be a practice to have organization formally structured into these areas since resources within Energy/ Power Practice may work across several of these categories. Thus, it may be difficult to segregate resources into these categories. Therefore, RECPDCL is requested to relax the criteria of dedicated resources for each identified category.	RFP conditions shall prevail.
84.		Clauses 3.2.3 - 3.2.6	<p>1 RECPDCL is requested allow ongoing projects (substantially completed) as well as projects completed in current financial year FY 2022-23 as well.</p> <p>2 It is submitted that a consultant may have undertaken projects which extensively cover identified Areas of Work in a given category, though with a project value below the indicated threshold (INR 1 Crore). This is particularly true for assignments in emerging areas such as Digital &amp; ICT and Emerging Technologies, where the work involves more of market assessment, landscaping and policy &amp; regulatory advisory etc. which may not be high value projects.</p> <p>3 Therefore, RECPDCL is requested to reduce the upper threshold value from 2 Crore to 1 Crore, especially for new and emerging tech. areas and allow multiple projects with cumulative value of 1 Crore or above. If required, RECDPCL may consider pro-rata scoring based on cumulative value of projects under each sub-category.</p> <p>4 Many donor agencies, State governments entities/PSUs and Central government entities/ PSUs do not provide completion certificates in case</p>	Please refer to Amendment-1.

			<p>of works undertaken for them by consultants, as a matter of policy. RECPDCL is requested to permit submission of Self/CA certification along with proof of invoicing in place of completion certificates wherever applicable.</p> <p>5 In case of large composite contracts, contract value of individual packages/projects is not mentioned in the contract document; RECPDCL is requested to accept submission of system generated invoices to establish the contract value of the package in such cases. Correspondingly, Self/CA certification of payment receipt against the above invoices may be accepted as proof of payment/project completion.</p> <p>6 Furthermore, any contract may cover multiple areas of work as defined under each sub-category. For example, an engagement may cover assessment of Energy Storage, EV, Hydrogen and Energy Efficiency, which will span across different categories and sub-categories. RECPDCL may clarify if bidders are allowed to use the same engagement for multiple work areas.</p>	
85.	Annexure VI- Financial bid	Methodology of Evaluation of Financial Bid	<p>1 As per the methodology for quoting the price, the rates of Principal Consultant, Consultant and Junior Consultant are indexed with the rates of Sr. Consultant.</p> <p>2 While the experience (in years) required for these positions differs significantly, the indexation formula does not provide a rate which is commensurate with the experience. For instance, difference between experience of Sr. Consultant and Principal Consultant is 5 years, but the rates provide for a 10% gap in rates, which is not prudent. Similarly, experience differential between a Junior Consultant and Principal Consultant is only 10 years, but the rate differential is only 20%, which is entirely divergent from real scenario.</p> <p>3 With current approach, the rates for all positions will either be inflated or suppressed. Therefore, it is requested that the indexation formula be modified to reflect the actual difference in remuneration levels for different positions. The following formula is proposed.</p> <ul style="list-style-type: none"> <li>— Sr. Consultant (10 years)– Bidder to quote man-month rate = X</li> <li>— Principal Consultant (15 years)- 1.6X</li> <li>— Consultant (5 years)– 0.7 X</li> <li>— Junior Consultant – 0.5 X</li> </ul> <p>4 In case the purpose of the minor rate differential is to account for the difference in time commitment for different positions, it is recommended that the formula provides a separate step for that. This step may</p>	Please refer to the RFP document including Amendment-1.

			<p>incorporate a normative time effort at each resource level in order to arrive at a blended rate which may be used for evaluation of the financial bid. A mechanism as suggested is shown below:  Where X is the man-month rate of Sr Consultant to be quoted by the Bidder.  1 RECPDCL is requested to consider 22 days for calculating a man-month instead of 30 days, since it reflects working days more accurately and will lead to more accurate budgeting for bidders as well as RECPDCL.</p>	
86.	Annexure VII - Educational Qualifications and Experience of Various Positions read with Annexure IX – Technical Evaluation	Annexure VII provides for required qualifications and experiences of the bidders' personnel for the proposed engagement. Annexure IX details out the methodology of Technical Evaluation of the Bidder.	Professionals/ experts with variety of qualifications work across the sector and should be allowed to qualify under the bid. Consideration should be given to the relevant experience as key eligibility, rather than qualifications only. Therefore, RECPDCL is requested to allow graduates in relevant areas (such as commerce, science, economics, engineering etc.) instead of B.E/B.Tech only. Similarly, wherever MBA/CA is desirable, the criteria is requested to include degrees in Finance, Economics etc.	RFP conditions shall prevail.
87.	Section 1: INTRODUCTION Clause 5	Requirement	<p>There is significant overlapping across area of work under Category B and category C, viz Digital &amp; ICT and Emerging Technologies  Example: Under power sector category: A.7 Battery Energy Storage System: We believe is in a nascent stage and sector wise is believed to be a segment of emerging technologies, hence A.7 Battery Energy Storage System, may be included under emerging technologies head.</p>	Please refer Amendment-1.
88.	Section 2: SCOPE OF WORK, Clause 6	Under Category C: Emerging Technologies C.5 Power Trading-PPAs, exchange etc.	<p>Clarification required on this area of works as same is not getting clarified from the indicative work description mentioned in tender document.  Also clarified that Power Trading be moved from "Emerging Technologies" Category to "Power Sector" Category as is generally perceived across power sector.</p>	Please refer Amendment-1.
89.	Section 1: Introduction: Clause 8	A maximum of five (5) agencies shall be empaneled for providing consultancy services for the indicative list of each category as defined above.	Empaneling 5 Nos of consultancy firms for each category of work may not be feasible for RECPDCL in achieving its intended objectives. Moreover, each bidder may not be able to secure adequate quantum of works in line with its business interests. Accordingly, only 1-2 bidders may be empaneled for each category of works.	RFP conditions shall prevail.
90.	Section 2: SCOPE OF WORK Clause 14	Engagement of consultant with qualification & experience (Table-A)	<p>Varying Min. qualification is mandated for different resources in the table under Section 1: Introduction: Clause 14.  For example: There are some areas of works under power sector; category A, viz "Distribution Franchisee/licensee" (A.4) which require detailed understanding of the distribution Franchisee/licensee business, moreover,</p>	RFP conditions shall prevail.

			<p>as per our understanding of the RECPDCLs business requirements it would entail inputs of Experts having experience across business modeling, business finance, business planning to mark presence/identify opportunities across this space. Hence an expert having a post graduate degree preferably MBA would be useful in the interest of the project.</p>	
91.			<p>The Min qualification under Category-C Emerging Technologies category is written as B.Tech/B.E./MBA.</p> <p>Based on this, the bidder may propose a non-technical expert having just MBA or just B.Tech/B.E. We believe an expert with non-technical background would not serve the objectives set out under this category. Moreover, it is suggested that a person with sound technical knowledge, along with business implications understanding be tasked with this activity. Hence same may be duly amended.</p>	
92.	Section 3: PRE-QUALIFYING CRITERIA Clause 3.2.1	General requirement, Table, G.4 Undertaking on Compliance of Tender Specifications & Terms and Conditions of Tender Document. This will be accompanied by duly signed and stamped original tender document deemed to be acceptance of Tender Specifications & Terms and Conditions	Format for same may be provided.	Please refer Annexure-III of RFP document.
93.	Section 3: PRE-QUALIFYING CRITERIA Clause 3.2.1	General requirement, Table, G.6 Minimum 140 full-time professionals on bidder's payroll for consultancy services of the organization within that minimum 35 full-time professionals in each category of Power sector, Digital & ICT, Emerging Technologies, Functional & Operational verticals as on last date of bid submission.	<p>As required in the bid document "category wise Total no. of full-time professionals on bidder's pay-roll for consultancy services of the organization"</p> <p>It is clarified that the HR data bases for the bidding consulting entities may not be exactly aligned or segregated as per the 4 categories asked and also the veracity of same may be highly debatable.</p> <p>Moreover, it is to be noted that generally employees across the consulting space in a specific sector are having multiple skill sets and varying work experience requirements, hence it is challenging to bucket such employees under one blanket umbrella skill set.</p> <p>Accordingly, to reduce the complications it is suggested that a simple undertaking stating "Separate letter by HR dept. to be submitted for confirming presence of at least cumulative 140 Nos of full-time consultants across the 4 categories of areas.</p>	RFP conditions shall prevail.

94.	Section 3: PRE-QUALIFYING CRITERIA Clause 3.2.2	Financial Qualification Criteria Bidder should have a minimum average annual turnover of Rs. 250 Crores (Rupees Two Hundred and Fifty Crores) in consultancy services in India during the last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.	As per the scope requirements RECPDCL intends to explore and focus on large number of areas among which few are niche and emerging work areas, accordingly the bidder should also have some levels of proportionate turn-over to match the scale of service requirements. Accordingly, the minimum average annual turnover requirement may be enhanced to INR 400 crores.	Please refer Amendment-1.
95.	Section 3: PRE-QUALIFYING CRITERIA Clause 3.2.3	Technical Qualification Criteria (T.1.A) CATEGORY – A – Power Sector The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-A during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.	The clause implies, that the bidder has to also showcase similar experience across work areas like "Distribution Franchisee/licensee", "Battery Energy Storage System (BESS)" and "Business Development, Strategy, Business/Financial Modelling". It is lamented that projects corresponding to some of these areas of work are strategic in nature and are generally of short period and values. For example, in reference to "Distribution Franchisee/licensee" where Indicative work description is "Bid advisory/Due Diligence/ Business Modeling etc." the projects are generally undertaken on standalone basis from scope perspective and for a period of 2-3 months. Hence this may not be the most prudent way to assess the bidder's capability. Similarly, for "Battery Energy Storage System (BESS)" works which is apparently an emerging technology, there will be limited Nos of bidders who could demonstrate projects of values as asked.	Please refer Amendment-1.
96.	Section 3: PRE-QUALIFYING CRITERIA Clause 3.2.5	Technical Qualification Criteria (T.3.C) CATEGORY – C – Emerging Technologies The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-C during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.	The areas of work under CATEGORY –C- Emerging Technologies are niche in nature and for some of the areas of work very limited Nos of bidders would be having project experiences of the asked value.  Till date, limited Tenders/RfPs have been released across India on most of the areas of works mentioned under "Emerging Technologies", hence very few bidders would be having experiences of such project values.  Hence in order to increase participation of large numbers of bidders, it is vital that the minimum project value requirements (Rs. 50 Lakhs) under such consultancy works be removed and bidder be evaluated on just the Nos of projects executed irrespective of its value.	Please refer Amendment-1.

97.	Section 3: PRE-QUALIFYING CRITERIA Clause 3.2.6	Technical Qualification Criteria (T.4.D) CATEGORY – D – Functional & Operational The bidder should have completed minimum One (1) consultancy work of value more than Rs. Two Crore (or) Two (2) consultancy works of value more than Rs. One Crore; in each area of work under CATEGORY-D during last four (4) financial years namely, FY 2021-22, 2020-21, 2019-20 and 2018-19.		Please refer Amendment-1.
98.	Section 5: Work Allocation & Assessment Clause 1	Work Allocation Procedure (iii) Request clarification regarding abbreviation of PMA & PIA Projects	According to our understanding, PMA means Project Management Agency and PIA means Project Implementation Agency.	Abbreviation shall be as PMA- Project Management Agency and PIA- Project Implementation Agency
99.	Section 5: Work Allocation & Assessment Clause 3.	Deployment of Manpower/ Resources, Sub-clause xii) The resources should be stationed in RECPDCL CO/DISCOM/Project Location in PAN India for the entire project period. The Resource has to strictly follow the working hours, working days and Holidays of RECPDCL CO or at stationed DISCOM/Office.	RECPDCL to clarify which office of REC the invoices will be raised to in case resource is allocated to DISCOM / Office.	Invoices shall be raised to REC/RECPDCL.
100.	Section 6: PAYMENT TERMS & PENALTY Clause 1.	Payment Terms Sub-clause ii) The payment to the agency will be made on quarterly basis depending upon the actual duration of Consultancy services rendered at RECPDCL after availing service.	It is suggested that invoices be processed on monthly basis.	RFP conditions shall prevail.

10	Section 6: PAYMENT TERMS & PENALTY Clause 1.	Payment Terms Sub-clause viii) It is the bounden duty of the empaneled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/ annual increment/EPF/ESI/Bonus/ Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to RECPDCL (if required) along with Vendor Invoices for the processing of the bills.	Sharing the details/proof of an employee's monthly salaries/wages/ annual increment/EPF/ESI/Bonus/ Medical Insurance/Accidental Insurance etc. may not be prudent as this is considered a highly confidential information and no employee (deployed manpower) would want to share this with a person/entity other than their employer.	RFP conditions shall prevail.
10	Section 6: PAYMENT TERMS & PENALTY	Clause 1. Payment Terms Sub-clause x) The finalized L1 rates shall be valid till the end of empanelment/contract period (if any extensions).	What if work is awarded to a bidder at the 23rd month of empanelment for a duration of 12 months, so will the same L1 rate be applicable? Or a revised rate will be considered.	Please refer to the RFP document.
10	Section 7: General Terms and Conditions Clause 45	Conflict of Interest Sub-clause (iii) b) Conflicting Assignments: Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for REC or for another entity of the Government.	Clarification is requested from RECPDCL on participation of consulting/non-consulting entities under this conflict clause, as there might be consulting/non-consulting entities already engaged by REC Limited for some scope components under the exhaustive list of scope components covered under this tender. Accordingly, will such consulting/non-consulting entities be allowed to participate under this tender or not? If not, it is request that such consulting/non-consulting entities be allowed to participate under this tender, as RECPDCL is a separate entity with defined agenda and objectives".	RFP Conditions shall prevail.
10	Section 7: General Terms and Conditions, Clause 53	The consultants shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, and the Consultants man-month rate shall be deemed to cover these items.	It is suggested that RECPDCL considers providing paid sick and vacation leave with due permission of the authority.	RFP Conditions shall prevail.



10	Annexure-VI: FINANCIAL (ONLINE ONLY)	BID Table, Column Man-month Rate (in INR exclusive of GST) B = Sr. Consultant Bidder has to quote the man month rate only for Senior Consultant A = Principal Consultant = B+B* 10% C = Consultant = B-(B* 10%) D = Jr Consultant = C-(C* 10%)	As per the annexure the bidder is required to quote the man-month rate for the Sr. Consultant and consequently the rates for Principal Consultant, Consultant and Jr Consultant would be derived as per the specified formula. It is clarified that the required experience of an Sr consultant is 10+ years whereas for Principal Consultant it is 15+ years. Hence, there may be a significant variation in actual cost to company of the proposed consultants at the company level. The bidders should be at liberty to quote the rates of their proposed consultants based on their cost to company.	Please refer to the RFP document with Amendment-1.
10	Annexure VII Category B - Digital & ICT Expert	Minimum Educational Qualification and Min. Work Experience: B. Tech/B.E. and 15+ years of Work experience required under all 4 Resource Positions.	It is requested to decrease the min. work experience for Senior Consultant to 10+ years, Consultant to 5+ years and Junior Consultant to 3+ years. (Similar to requirements for other areas/categories).	Please refer Amendment-1.
10	Annexure-IX (Technical Evaluation): Clause 1 (c)	Total number of empaneled vendors shall not be more than 5 (five) for each category and bidders quoting L2, L3, L4, L5, will be offered to match L1 Prices. In the event anybody amongst (L2, L3, L4, L5) vendors are willing to be empaneled, next bidder (L6, L7, L8, etc.) will be requested to match the price.	Minor Correction may be incorporated: "Total number of empaneled vendors shall not be more than 5 (five) for each category and bidders quoting L2, L3, L4, L5, will be offered to match L1 Prices. In the event anybody amongst (L2, L3, L4, L5) vendors are NOT willing to be empaneled, the next bidder (L6, L7, L8, etc.) will be requested to match the price."	Please refer Amendment-1.
10	Annexure-IX (Technical Evaluation)	Clause 1 (b) Table A/B/C/D: Technical Evaluation Framework for Category A, B, C and D 3. Number of completed consultancy works for area of works under category- A/B/C/D of value more than Rs. 50 lakhs during last three financial years.	As per the clause the bidder is expected to showcase large number of completed projects in last 3 financial years, it will be challenging for the bidders to showcase such large number of projects done over a span of last 3 FYs. To ensure adequate competition and enable the bidders to present adequate experience, this clause may be relaxed.  In this regard it is suggested that the clause may be amended as follows: "3. Number of completed consultancy works for area of works under category- A/B/C/D of value more than Rs. 50 lakhs during last Five financial years."	Please refer Amendment-1.
10	Annexure-IX (Technical Evaluation)	Clause 1 (b)	These are the emerging technologies and very few bidders would be having a prolonged and large-scale experience. Accordingly, it is suggested that	Please refer Amendment-1.

		<p>Table C: Technical Evaluation Framework for Category C – Emerging Technologies Expert</p> <p>3. Number of completed consultancy works for area of works under category-C of value more than Rs. 50 lakhs during last three financial years.</p>	<p>the project value and project number requirements be relaxed to enable competition and active participation from larger number of bidders. The clause may be revised.</p> <p>Proposed revision may be as: Number of completed consultancy works for area of works under category-B of value more than Rs. 20 lakhs in last three years. (maximum marks – 10) - 2.5 marks for each Consultancy Service works</p>	
11	Annexure IX (Technical Evaluation):1 (b)	<p>Each Technical Bid will be assigned a technical score out of a maximum of 100 marks.</p> <p>Minimum of 70 marks must be secured by bidder to qualify and minimum 50% of marks in each evaluation criteria must be secured by bidder to qualify in the technical evaluation framework. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.</p>	<p>As per the scope of work, it is understood that\ RECPDCL seeks services across multiple niche work/services. However, there are limited tender floated till data with such a large varying scope, hence it is vital for RECPDCL to appropriately assess the capacity of the bidders to undertake envisaged activities, which can only be assessed via a Quality and cost Basis Selection (QCBS). Moreover, this may lead to empanelment of a Bidder securing 70 Marks in technical evaluation as L-1, just on the basis on lowest financial cost quoted by the bidder in financial bid. Also, this mode of selection and evaluation may lead to selection of a bidder that may be less technically sound in comparison to other bidders having secured higher technical marks. It is suggested that Quality-cum-Cost Based Selection (QCBS) be adopted, which is generally prevalent across the industry for selection of best proposition. Hence a QCBS based selection with 70% weightage for technical score and 30% weightage to financial bid may be assigned. This will lead to selection of only 1 Bidder per Category of work area i.e 4 Bidders can be finally selected for 4 different categories of work. Moreover, even if RECPDCL desires to carry out an empanelment, it may carry out evaluation as per QCBS and then empanel min 2 Bidders securing highest score in QCBS. The award rate may be considered as a blended rate for the top 2 bidders, subject to the second selected bidder having secured at least 90 marks in technical evaluation. Work distribution may be accordingly done.</p>	RFP Conditions shall prevail.
11	Annexure IX (Technical Evaluation)	Number of completed consultancy works for area of works under category-A of value more than Rs.	<p>Following needs to be clarified whether:</p> <p>a. The Number of completed consultancy works for area of works under category-A of value more than Rs. 50 lakhs also need to be during last three financial year?</p>	Please refer Amendment-1.

		50 lakhs during last three financial years.	<p>b. Can the same work/project declared in one category be declared in other category also for evaluation if applicable for both? (E.g., Project 1 declared in Power Sector Expert and Emerging Technologies Expert as the project contains tasks of both categories)</p> <p>It is also suggested that instead of considering only 'completed' consultancy works, 'ongoing' projects should also be considered for technical Evaluation as some projects be long-term projects and may not get completed in 3 FYs. The clause may be edited as: "Number of completed/ongoing consultancy works for area of works under category-A of value more than Rs. 50 lakhs during last three financial years."</p>	
11	Annexure-IX	Personnel proposed to be deployed on RECPDCL projects. The evaluation would be based on educational qualification and experience of the personnel as per Annexure-VI	<p>Showcasing 120 Nos of personnel (If applied across all 4 work categories) at this stage for empanelment with limited work visibility would not be a wise approach from Bidders' perspective.</p> <p>It is requested to RECPDCL that only 5-6 CVs may be asked for each category from Bidders.</p>	RFP conditions shall prevail.
11	Section-4, clause 4.17 Indemnity		<p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.</p>	Please refer to the RFP document.
11			<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in</p>	RFP conditions shall prevail.

			<p>losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
11	Section 4	Termination for Convenience	<p>To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.</p>	RFP conditions shall prevail.
11	Annexure III/ Annexure IV	<p>Bidder must not have been blacklisted by any Government Department/Regulatory body/CPSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/ REC/ RECPDCL/ Ministry of Power (GOI)</p>	<p>The Client is requested to revise the pre-qualification regarding backlisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process. RECPDCL is requested to relax this criterion to the extent that if blacklisting was subsequently revoked, then an entity should be eligible to bid.</p>	RFP conditions shall prevail.

117		PSU or any entity controlled by them under any Central/ State Govt/ PSU act/ rule or by National/ International financial institutions in India at the time of submission of bid.	The Client is requested to allow us to submit the blacklisting declaration based on the present status of our backlisting / debarment for engaging in corrupt/fraudulent practices as on date of submission of the bid. Alternatively, we request the client to allow us to submit certain disclosures and clarifications with the declarations. Please confirm that submitting such disclosures and clarifications will not disqualify us from the bid. We also request the client to modify the eligibility criteria along the aforesaid lines	RFP conditions shall prevail.
118	Note No 2. (3.2.6)		We request the client to consider that PwCPL ("the Company") has long standing operations in India and it would be unusual for a company of this stature to not be party in certain litigations in its ordinary course of business. However, PwCPL believes that if these litigations are adversely determined, the same will not impact the Company's ability to perform the services under this RFP. Hence, we request the client to modify the undertaking/qualification criteria to the effect that there should only be a declaration (without litigation history) regarding the pending litigation and their impact on the ability of the Bidder to perform services under the proposed tender.	RFP conditions shall prevail.
119			There is no restriction on the usage of deliverable. No third party disclaimers. We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Please refer to the RFP document.
120			No acceptance criteria. If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:  "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so	Please refer to the RFP document.

			that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	
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