

Response to Queries received against Tender No. RVPN/SE/NPP&RA/2016/PPP-7/INDEPENDENT ENGINEER/ NIT-19 for Selection of Independent Engineer for 400 kV D/C Suratgarh - Bikaner Transmission Project

Sr.No	Reference Clause No	Reference Section	Original Clause	Bidder's Query	RVPNL clarification / response
1.	Clause 2.16.2 (v), / 2.16.2 (ii), Page 23	Submission of Proposal	<p>(ii) Proposals to be submitted in electronic format in pursuance of this Clause 2.16 shall conform with the procedure specified at the website http://eproc.rajasthan.gov.in of the Government of Rajasthan</p> <p>(v) The RFP document fee of Rs. 1,000 (Rupees one thousand) in favour of Sr. Accounts Officer(EA-Cash), RVPN payable at Jaipur, processing fees of Rs 1,000 (Rupees one thousand) in favour of Managing Director, RISL payable at Jaipur and Bid Security of Rs 2,00,000 (Rupees Two Lacs) (as per clause 2.20) in the form of DD/Banker's Cheque will have to be deposited by the Applicant in the office as specified at clause 1.10.1, at least one day prior to PDD during office hours. The Applicant shall up load the receipt of the same along with their online proposal.</p>	It is mentioned in RFP under this Clause that RFP Document and processing fee and bid security have to be submitted offline at client's office in Jaipur. It may please be clarify that whether consultant can submit document fee, bid processing fee and bid security online.	No change is contemplated
2.	Clause 4.4 of contract agreement, page 75	Substitution of Key Personnel	The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Independent Engineer and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.	It is mentioned in RFP under this clause that 20% of total remuneration will be deducted on first substitution of key personnel and 50% on second substitution which is too harsh on consultant. We request client to kindly amend the clause to read as "no deduction on first substitution of key personal and 5% deduction on second substitution of key personnel" as this is normal practice in ADB, World Bank, JICA Contracts.	No change is contemplated

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3	Clause 6.3 (e) of agreement, page 78 / Clause 7.1 of agreement, page 78	Mode of billing and payment	<p>6.3 (e) 10% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Independent Engineer upon completion of services under this Agreement. For this purpose, the Authority shall withheld 10% (ten percent) of the amount payable to the Independent Engineer for its services rendered under and in accordance with this Agreement and the amounts so withheld shall be paid as the Final Payment hereunder. In the event the Transmission Agreement is terminated prior to completion of services, the amount retained by the Authority from the payments made to the Independent Engineer upto the date of termination shall be released to the Independent Engineer as Final Payment.</p> <p>7.1 Performance Security</p> <p>7.1.1 The Authority shall retain by way of performance security (the "Performance Security"), 5% (five per cent) of all the amounts due and payable to the Independent Engineer, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Independent Engineer at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.</p> <p>7.1.2 The Independent Engineer may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.</p>	It is mentioned in RFP under this clause that 10% of the amounts payable to the Independent Engineer will be withheld and will be paid as the final payment. We request client to kindly waive this clause as there is a provision of performance security for the same purpose as per clause 7.1 at page No. 78.	No change is contemplated

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4	Clause 7.2.1 of agreement, Page 79	Liquidated Damages	<p>Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Independent Engineer and such error or variation is the result of negligence or lack of due diligence on the part of the Independent Engineer, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Independent Engineer by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p>	<p>It is mentioned in RFP document according to this clause that in case of variation or error in reports submitted by Independent Engineer is detected due to negligence of Independent Engineer a consequent damages of max 50% will be deducted. A clarification is required as to such high Liquidated damages is not common and mostly a max of 10% of liquidated damages are deducted in most of the contracts. Hence we request you to restrict the damages to the ceiling of 10% of the contract agreement.</p>	<p>No change is contemplated</p>
5	Clause 7.2.2 of agreement page 79	Liquidated Damages	<p>Liquidated Damages for delay</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Independent Engineer, suitable extension of time shall be granted.</p>	<p>It is mentioned in RFP according to this clause that an amount of 0.2% of agreement value per day subject to a maximum of 10% of agreement value will be deducted as liquidated damages in case of delay in completion of services. We request client to kindly waive this clause from the draft document as Independent Engineer is not responsible for progress of the project and its services are contracted to monitor the quality of the work.</p>	<p>No change is contemplated. Also refer ToR</p>

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6	Clause 3.1.2, page 30	Criteria for evaluation	Each Key Personnel must score a minimum of 60% (sixty percent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty percent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% or above.	It is mentioned in the RFP that a scorer of minimum 60% is required for team leader position failing which the proposal will be rejected. We request client to kindly reduce the same to 50%	No change is contemplated. Also refer clause 3.2 of RFP
7	General			Subsidiary company should be allowed to use credentials (Technical & Financial) of the parent company.	Please refer note given under table of Form 8
8	General			A clarification is required regarding, whether office space for Independent Engineer's staff will be provided by the client or it is to be managed by the Independent Engineer itself.	Please refer Annexure-I to ToR (Schedule - 1)