

Request for Proposal for selection of Consultant for a Strategic Planning Unit for the Department of Power, Government of West Bengal in the strategic planning and transformation of West Bengal Power Sector

RFP No. Strategic Planning-01/DOP/2020-21 dated 14th January 2021

List of Queries for Pre-bid Meeting

Sl. No.	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought	Reply	Corrigendum
	Section No.	Sub-section	Page No.				
1	Table 1: Detail of the Scheme	b)	page No. 5	In the event of e-filing, intending bidders may download the tender documents from the website https://wbtenders.gov.in indirectly. The bidder shall pay an EMD of Rs. 1,00,000/- (Rupees One lakh only) through Net banking or through RTGS NEFT through the https://wbtenders.gov.in/portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal.	Request you to share the account details for initiating RTGS/NEFT transfer of EMD	ICICI Payment gateway details are given in the G.O 3975	
2	SECTION I	Important dates & information	Page 9	Bid submission date	We request you to kindly provide 3 weeks time post notification of amendments to enable quality submission and enhanced participation. Therefore would request you to extend the bid submission timelines by 2 weeks	Time extension considered.	Bid Submission Closing date and Time-08.03.2021(2.00 pm) Bid Opening date and Time-10.03.2021(2.00pm)
3	SECTION II		Clause 13/ Pg 13	Performance Security is mentioned as 10 % of the Contract value	We request you to reduce the performance security to 3% of the Contract value,(This is in line with the notification issued by Ministry of Finance, Govt of India, whereby the amount of Performance Security has been reduced to 3% of the contract value for all bids. We request the same to be followed in this case as well. The link to the said notification is given below: https://www.doe.gov.in/sites/default/files/Performance%20Security.pdf)	Agreed. Clause 13 has been modified.	Clause 13. Performance Bank Guarantee (PBG) Within 21 days of notifying the acceptance of proposal for the award of contract, the successful bidder shall furnish a Performance Bank Guarantee (PBG) from an Indian nationalized Bank, as per Annexure-11, amounting to the 3% of the total bid value for the entire contract period as its commitment to perform services under the contract.
4	SECTION II	Liability	Page 13	In case of any default on bidder's part or other liability, The Commissioner, Department Of Power, Government of West Bengal shall be entitled to recover damages from the firm. In each such instance, regardless of the basis on which The Commissioner, Department Of Power, Government Of West Bengal. is entitled to claim damages from the firm (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), firm shall be liable for no more than: 1. Payment referred to in the Patents and Copyrights clause. 2. Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the firm's negligence 3. As to any other actual damage arising in any situation involving non-performance by firm pursuant to or in any way related to the subject of this RFP, the charge paid by The Commissioner, Department Of Power, Government Of West Bengal for the individual product or Service that is the subject of the Claim. 4.	We request you to kindly incorporate our following suggestions to promote conducive working environment In case of any default on bidder's part or other liability, The Commissioner, Department Of Power, Government of West Bengal shall be entitled to recover damages from the firm. In each such instance, regardless of the basis on which The Commissioner, Department Of Power, Government Of West Bengal. is entitled to claim damages from the firm (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), firm shall be liable for no more than: 1. Payment referred to in the Patents and Copyrights clause. 2. Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the firm's negligence 3. As to any other actual damage arising in any situation involving non-performance by firm pursuant to or in any way related to the subject of this RFP, the charge paid by The Commissioner, Department Of Power, Government Of West Bengal for the individual product or Service that is the subject of the Claim. 4.....	Limited Liability clause introduced may be seen in the Corrigendum.	Insert Clause 13A Limitation of Liability:- Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Contract, to the extent that such delay or failure has arisen as a result of any delay or failure by the Purchaser or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Contract. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser. Such failures or delays shall be brought to the notice of the Purchaser and subject to mutual agreement with the Purchaser, the Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Purchaser for additional costs incurred in connection with correction or remedy as above at mutually agreed rates. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party arising from or relating to this Contract shall not exceed the total amount paid to Bidder by the Purchaser during the preceding twelve (12) months under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.
5	SECTION II		Clause 20/Pg 14	Arbitrator will be jointly appointed by the Client and the Consultant	1. Please clarify the applicable law for Arbitration. Is it the Indian Arbitration and Conciliation Act? 2. As a standard process for dispute resolution, please also provide for Conciliation between the parties prior to reaching out for Arbitration	Indian Arbitration and Conciliation act 1996 and its latest Ammendments. Please refer corrigendum.	SCC 54. C.2 Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and conciliation Act 1996 and its latest ammendments as in force on the date of this Contract. SCC 54. C.4 Nationality and Qualifications of Arbitrators. AS defined in the Arbitration and conciliation Act 1996

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6	SECTION II	Governing laws	Page 14	This contract shall be governed by and interpreted in accordance with Laws in force in India.	Should be changed to " applicable laws for the services provided under this contract"	Process of amicable settlement is provided in the General Conditions of contract at Clause 53 of GCC.	
7	SECTION II	Termination for default	Page 14	In such eventuality The Commissioner, Department of Power, Government of West Bengal will invoke the amount held back from the firm as PBG	All the cost of services and associated charges expensed till the time of termination need to be reimbursed to consulting partner	Agreed.	ITC Clause 18. Termination of ConsultantIn such eventuality The Commissioner, Department of Power, Government of West Bengal will invoke the amount held back from the firm as PBG on paying the amount due to the Consultant for works satisfactorily performed, as applicable. Decision of The Commissioner, Department Of Power, Government Of West Bengal. in this regard will be final and abiding without any prejudice to any other remedy or right of claim for breach of contract for the firm.
8	SECTION II	Para 27. Taxes & Duties	Page 17	Para 27. Taxes & Duties "...Bidder submitting a tender shall produce up to date, Income Tax and Profession Taxes Certificate as well as the GST certificate issued by the concerned Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of submission."	Kindly clarify if furnishing of GSTIN Registration Certificate will suffice.	All the necessary certificates mentioned will be required.	
9	SECTION II	Clause 33	Page 18	The bid price shall be inclusive of all taxes and duties	Please clarify if GST will be over and above the Bid price ?	Bid price exclusive of GST will be the basis for evaluation.	ITC Clause 33Bid price exclusive of GST will be the basis for evaluation.
10	SECTION III	Clause 43	Page 20	NO consortium will be allowed	We request you to allow JV/Consortium between 2 consulting firms . This is in line with the standard contracting practice with all government and public sector undertakings as well as IFI's. or For a better, healthy and competitive bidding between the prospective bidders, request for modification of the clause to "Joint venture, consortium, or associations are allowed to bid"	JV/Consortium is not permissible	
11	SECTION II	2. Scope of work	Page 25	Analysis of the historical financial performance of the Utilities since incorporation in terms of key operational parameters and the comparison of these indicators with other similar utilities in India	Can a dossier of information be shared with prospective bidders containing financial and operational KPIs for the three subsidiaries for analysis and inclusion in the proposal?	Data is already available in the public domain in the respective web-sites	
12	Section-III	Module-1, Sub-com	Page-26	Power generation projects implemented by WBPDCCL including any upcoming projects (eg. Bandu PSP or any other projects).	Please clarify whether this task also include review of various renovation and modernisation projects planned or going on in WBPDCCL.	Yes. For WBPDCCL, DPL and WBSedCL	
13	Section-III	Module-1, Sub-com	Page-26	Demand and supply forecasting exercise should be planned to ascertain the demand-supply scenario in the state for 10 years.	Based on our understanding of the ToR, the demand -supply assessment is required to be carried out for the state as a whole. This would involve data collection on the plans/projections of all the distribution utilities in the state including the state owned utility WBSedCL and private utilities operational in the state such as CESC, IPCL etc.Please clarify whether Department of Power, GoWB will facilitate the consultants in data collection/stakeholder consultations with these private utilities for the purpose of demand-supply estimation	Yes. DoP will facilitate the entire process.	
14	Section-III	2. Scope of Work (Sub Component 2 Task 1)	Page-26	Demand and supply forecasting exercise should be planned to ascertain the demand-supply scenario in the state for 10 years	It is understood that the availability projection can be done only based on the existing projects and the upcoming projects already approved. Based on this, a projection for availability may be done for a short period of 3-5 years. As such, the basis for long term projection of availability may be clarified	We are looking at a time span of only 5 years	

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15	Section-III	2. Scope of Work (Sub Component 2 Task 1)	Page-27	Review/Finalize a methodology for demand forecasting using bottom up/top down methodologies	It may be clarified if the demand projection is to be done based only on trend analysis of past years of demand and future changes expected or it also needs to include the regression analysis based on various socio-economic parameters.	The best tools would need to be used to arrive at forecasting of future demand	
16	III	2. Scope of work	Page 27	Also develop an interactive tool for demand forecasting by considering all possible contemporary and future implications on the power sector.	This is not mentioned in the deliverables section. Is development of tool under scope of the program? If yes, Is there an existing/preferred platform for developing the model? Will WBP bear the cost for development of tool or bidder should include in his price quote?	Will be dropped. An interactive tool is being developed with assistance of GiZ. Validation of the same can be provided as and when necessary.	
17	Section-III	2. Scope of Work (Sub Component 2 Task 1)	Page-29	Also develop an interactive tool for demand forecasting by considering all possible contemporary and future implications on the power sector.	We understand that the tool referred here would imply an excel model developed for projecting demand which should include various scenarios and sensitivity analysis of key parameters. This would not involve development of any software/IT tool. The understanding may be confirmed.	Not required and is dropped.	
18	Section-III	2. Scope of Work (Sub Component 4 Task 1)	Page-29	Sub-component 1: Power sector vision development for 2030	It seems there is a numbering error for this subcomponent and the subsequent sub components (which should be numbered 5 to 7) under Task 1. The same may be clarified/corrected.	Agreed with the perspective	Read as: Module 2:Development of strategic vision 2030 and priorities
19	Section-III	2. Scope of Work (Phase 2)	Page-30	Support in implementation of the respective goals, specific initiatives and turnaround plans	It is understood that the support under this head would be limited to providing justification for the specific initiative, developing and justifying the business case and providing related input required for implementation. This would not cover providing bid process management support or actual implementation of the identified initiative. The understanding may be confirmed	Agreed with the perspective	
20	Section-III	2. Scope of Work (Phase 2)	Page-30	Development of project management dashboards for project level monitoring	It is understood that the consultant shall identify the key KPIs for monitoring and shall share the templates for reporting as well as dashboards in excel which could be used for project monitoring. This would not involve development of any software/IT project monitoring tool. The understanding may be confirmed.	Please see the Corrigendum	It is agreed that a project monitoring tool may not be necessary. Prayas has developed a document for analysis which is at (https://www.prayasune.org/peg/publications/item/372-bricks-without-clay-crucial-data-formats-required-for-effective-tariff-processes.html) which gives various critical data formats required to understand utility data. The consultant could use it as a template to collate data and analyse it for the utilities in WB. - It would be good if the consultant developed a few scenarios for the future regarding demand estimation, financial and policy implications, effect of sales migration due to open access, policy changes etc. because it's hard to pin down future possibilities to one scenario. These scenarios could be revisited / refined every (say) 3 years. Demand estimation should factor in both changes in the electricity demand (electric vehicles, solarization of agriculture, increased cooling demand, sales migration etc.) but also changes to the load shape and how they would impact the electricity system. In other words, not just energy estimation for the future but also peak load, and approximate load shapes. This would be critical for power purchase planning, capacity addition planning etc. The changing technological landscape of the power sector should obviously be an important factor to be considered by the consultant. E.g. the falling prices of not only renewables but also battery storage, the increasing costs of coal-based power. These can lead to not only changes in the capacity and generation mix, but can also inform contractual structures - e.g. do long term PPAs make sense any more for coal? Should there be greater reliance on short-term or market purchases to meet peak load for short duration? How should storage be integrated?

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21	Section-III	Sub-section- 3 Table of Deliverables and Timelines	Page-30	Module 2 - Comprehensive diagnostic review and causal analysis, Sub-component 2: Assessment of external factors on West Bengal Power Sector	We noted that Module-2 under Phase I will start from development of strategic vision 2030 and priorities. But, in table of deliverables and timelines, assessment of external factors on West Bengal Power Sector is included in Module-2. Please clarify on the discrepancy	Please see the Corrigendum	Read as: Module 2:Development of strategic vision 2030 and priorities
22	Section-III	Sub-section- 3 Table of Deliverables and Timelines	Page-30	Sub-component 3: Report & presentation on interactions with stakeholders	We understand that stakeholders consultations and review of existing reports are critical for this kind of assignments. Output of this exercise will be part of diagnostic reports mentioned under Module-1. It is requested to clarify the expectation from report & presentation required from stakeholders consultations.	Draft reports should be presented and circulated for comments and comments received should be incorporated and reports should be finalised.	
23	Section-III	Sub-section- 3 Table of Deliverables and Timelines	Page-31	Under Phase 2, monthly/ quarterly reports will be submitted compiling the progress and deliverables on Implementation and Monitoring support of Vision, Roadmap and the turnaround plan	It is noted that consultants will need to submit periodic reports to show progress and deliverables on Implementation and Monitoring support of Vision, Roadmap and the turnaround plan. Please clarify whether this report should be submitted on monthly or quarterly basis.	Monthly reports regarding progress should be submitted	
24	Section-IV	Qualification and Eligibility Criteria (Point No. 12)	Page-32	Joint venture, consortium, or associations are not allowed to bid.	Please clarify whether associations with individual experts is allowed	Allowed as Associates	
25	Section-IV	Qualification and Eligibility Criteria	page no.32	The bidder should have experience of over 20years of providing consultancy and advisory services in Indian power sector. Copy of work order or work completion certificates mentioning the nature of work, the period during which the work was done for at least one contract awarded prior to Jan 2000.	We would request you to revise the required document as follows Copy of work order or work completion certificates or any other client certificate or undertaking mentioning the nature of work, the period during which the work was done for at least one contract awarded prior to Jan 2000.	Allowed to produce Client Certificate or Undertaking	Sl 9 of Required Documents in Qualification and Eligibility Criteria: Include "Client Certificate or undertaking"
26	SECTION IV		Page 32	The bidder must be a company, registered under the Companies Act, 1956/2013 or a partnership firm registered under partnership act or a limited liability partnership registered under the Limited Liability Partnership Act.	The Energy and Resources Institute has been working in the field of power sector over decades and also have considerable experience in executing the scope of work as mentioned in the RfP. However, TERI (a not-for-profit research institute) is registered under Societies Registration Act, 1860. Hence, we request you to kindly modify the clause so that it makes firms like us to be eligible for the proposal submission. Proposed amendment: The bidder must be a company, registered under the Companies Act, 1956/ 2013 or organization registered under Societies Registration Act, 1860 or a partnership firm registered under partnership act or a limited liability partnership registered under the Limited Liability Partnership Act.	Allowed	The bidder must be a company, registered under the Companies Act, 1956/2013 or a partnership firm registered under partnership act or a limited liability partnership registered under the Limited Liability Partnership Act. A society registered under the Societies Registration Act or a registered Trust under Indian law is permitted to bid.
27	SECTION IV		Page 32	Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2017-18, FY 2018-19 & FY 2019-20) along with CA Certificate indicating turnover during the last three financial years From consulting/ advisory business in India.	Organisations registered under Societies Registration Act, 1860 consists of balance sheets and income and expenditure statement as profit and loss statements are not applicable for not-for-profit organisations like us. Proposed amendment: Copy of annual Audited balance sheets and profit and loss statements/ <i>income and expenditure statements</i> for the last three financial years (i.e., FY 2017-18, FY 2018-19 & FY 2019-20) along with CA Certificate indicating turnover during the last three financial years From consulting/ advisory business in India.	for Non-profits a copy of annual Audited Balance Sheets and Profit and Loss statements/income and expenditure can be submitted	Page 32 Qualification and Eligibility Criteria Serial No. 6 in Required Documents: Copy of annual Audited balance sheets and profit and loss statements/ income and expenditure statements for the last three financial years (i.e., FY 2017-18, FY 2018-19 & FY 2019-20) along with CA Certificate indicating turnover during the last three financial years From consulting/ advisory business in India.

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28	Section-IV	Qualification and eligibility criteria	Page 33	The bidder should have experience of providing consultancy services in Indian power sector for at least 5 ongoing/completed projects with IDAs in the last (3) three financial years (i.e. FY 2017-18, FY2018-19 & FY 2019-20)	Please allow credentials from energy sector for eligibility and evaluation criteria	Not agreed to	
29	Section-IV	Qualification and eligibility criteria	Page 33	The bidder should have experience of carrying out Power Sector Vision Plan for at least 1 state in the last 2 years or a National level Roadmap in the Power Sector in the last five years	Please allow credentials from energy sector/global credentials	Not agreed to	
30	Section-IV	Qualification and eligibility criteria; Table S.No. 10	Page 33	The bidder should have experience of providing consultancy services in Indian power sector for at least 5 ongoing/ completed projects with IDAs in the last (3) three financial years (i.e. FY 2017-18, FY 2018-19 & FY 2019-20)	We request you to kindly clarify the meaning of IDAs. Further, we would like to submit that experience of consultants working with state sector utilities under their own funding is equally relevant to the context. Restricting the experiences to IDA is limiting/restricting the competition. We therefore request you to amend the clause as below "The bidder should have experience (Completed or ongoing) of providing consultancy services in Indian power sector for at least 5 ongoing/ completed projects with IDAs in the last (3) three financial years (i.e. FY 2017-18, FY 2018-19 & FY 2019-20) "	'IDA' has been deleted. Proposed change is accepted.	Qualification and eligibility criteria; Table S.No. 10: The bidder should have experience of providing consultancy services in Indian power sector for at least 5 ongoing/ completed projects in the last (10) ten financial years ending FY 2019-20
31	Section-IV	Qualification and eligibility criteria; Table S.No. 11	Page 33	The bidder should have experience of carrying out Power Sector Vision Plan for at least 1 state in the last 2 years or a National level Roadmap in the Power Sector in the last five years	We would like to submit that the timelines for Power sector vision plan (2 years) or a national level roadmap in power sector (last 5 years) is highly restrictive in nature. Consultants having experience of "carrying out/Review of Power Sector Vision Plan for at least 1 state/UT or a National level Roadmap in the Power Sector in last 10 years" should be considered to promote participation. We therefore request you to amend the clause as below "The bidder should have experience (completed or ongoing) of carrying out Power Sector Vision Plan for at least 1 state/ UT in the last 2 years or a National level Roadmap/ Plan in the Power Sector in the last five ten years	Agreed as proposed	Qualification and eligibility criteria; Table S.No. 10: The bidder should have experience of providing consultancy services in Indian power sector for at least 5 ongoing/ completed projects in the last (10) ten financial years ending FY 2019-20
32	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria	Sl. No. 5 Sl. No. 5	Page 32 Page 69	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company. Required Documents - Letter of authorization on Company's letterhead	a) Kindly clarify whether this is required in addition to the Power of Attorney as per Annex-1. b) Also kindly clarify if there is any specific template / format for this letter of authorization.	No additional document other than the power of attorney is required	
33	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria	Sl. No. 6 Sl. No. 6	Page 32 Page 69	Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2017-18, FY 2018-19 & FY 2019-20) along with CA Certificate indicating turnover during the last three financial years From consulting/advisory business in India	a) We understand that Audited Financial Statements contain information on Turnover and Net Worth. Therefore, kindly make CA certificate optional and not mandatory. b) Annexure-5 'Bidder's Annual turnover over last 3 financial years' provides for furnishing of Turnover amounts for FY 16-17, FY 17-18 and FY 18-19. In similar lines, kindly allow for furnishing Audited Financial Statements for these 3 years instead of FY 2019-20.	CA certificate is necessary to avoid ambiguity about the financial statements	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria: Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2016-17, 2017-18 & FY 2018-19) along with CA Certificate indicating turnover during the last three financial years From consulting/advisory business in India
34	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria	Sl. No. 7 Sl. No. 7	Page 33 Page 69	CA Certificate indicating networth of the company during the last three financial years (i.e. FY 2017-18, FY 2018-19 & FY 2019-20)		Yes allowed.	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria: Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2016-17, 2017-18 & FY 2018-19) along with CA Certificate indicating turnover during the last three financial years From consulting/advisory business in India

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35	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria	Sl. No. 8 Sl. No. 8	Page 33 Page 69	Undertaking to be provided by the authorized signatory stating that more than 100 full time employees exist on payroll in their consulting division/ business unit	a) Kindly clarify if the undertaking is to be furnished on the consulting firm's own letterhead. b) Also kindly clarify if there is any specific template / format for this undertaking.	a) Yes b) Undertaking will suffice	
36	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria	Sl. No. 9 Sl. No. 9	Page 33 Page 70	The bidder should have experience of over 20years of providing consultancy and advisory services in Indian power sector. Required Documents - Copy of work order or work completion certificates mentioning the nature of work, the period during which the work was done for at least one contract awarded prior to Jan 2000.	a) Separate Criteria for 'Firm Credentials' is already there in the RFP to substantiate the consulting firm's experience in supporting power utilities, preparation of vision/corporate plan/strategy, and working in West Bengal power sector. Therefore, it is requested not to keep additional criteria for firm credentials under the 'Qualification and Eligibility Criteria'. b) In query no. 5, kindly note that availability of contractual documentation for a period 20 years back is challenging. We request you to allow self-certification by the authorized signatory as a proof for existence in the business during that period. In addition, the Certificate of Incorporation of the firm may please be considered. c) In query no. 6, kindly clarify the meaning of the phrase 'with IDA'. d) In query no. 7, kindly not make furnishing of Completion Certificate / Final Report mandatory since for an ongoing project, the same will not be available. e) In query no. 7, electricity being a concurrent subject, power sector roadmaps are prepared for each states under directives of agencies like MoP, PFC in collaboration with the State Governments. Hence, we request you to kindly consider projects executed within the last 7 years for National Level Organization towards developing power sector roadmap for various states in India.	We have repeated ourselves for clarity only	
37	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria	Sl. No. 10 Sl. No. 10	Page 33 Page 70	The bidder should have experience of providing consultancy services in Indian power sector for at least 5 ongoing/completed projects with IDAs in the last (3) three financial years (i.e. FY 2017-18, FY 2018-19 & FY 2019-20). Required Documents - Copy of work order or work completion certificates		b) Agreed. Self certification will be accepted with certificate of incorporation c) IDA has been dropped in the corrigenda above d) Work Order or Letter of Award will also be accepted for ongoing projects will be accepted e) Power Sector Roadmaps prepared for States will also be accepted	
38	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria	Sl. No. 11 Sl. No. 11	Page 33 Page 70	The bidder should have experience of carrying out Power Sector Vision Plan for at least 1 state in the last 2 years or a National level Roadmap in the Power Sector in the last five years. Required Documents - Letter of Award/Work Order and Work Completion Certificate/Final Report acknowledged by concerned State Dept/Agency			
39	Section IV Qualification and Eligibility Criteria; Annexure – 3: Declaration for Eligibility Criteria	Sl. No. 12 Sl. No. 12	Page 33 Page 70	Undertaking by the authorized signatory that the Bidder is bidding in its individual capacity without the support of any JV/Consortium.	a) Kindly clarify if the undertaking is to be furnished on the consulting firm's own letterhead. b) Also kindly clarify if there is any specific template / format for this undertaking.	Undertaking will suffice on letterhead of the Firm	
40	SECTION IV		Sl No 3	The consultant shall not be blacklisted in last 10 years	As per the standard practice in India, we request you to please replace this with " the Consultant shall not be blacklisted as on the date of submission of bid "	Agreed.	Section IV Serial No. 4: Please Read, "Consultant shall not be blacklisted as on the date of submission of bid"

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41	SECTION IV		Sl no 6	Turnover -The bidder should have the annual turnover of INR 100 crores in last 3 years	We request you to reduce the turnover limit to INR 30 crores	Turnover limit is reduced to INR 30 crores	The Bidder should have a minimum annual turnover of INR 30 crores during each of the last (3) three financial years (i.e., FY 2016-17, 2017-18 & FY 2018-19) from consulting and advisory business in India
42	SECTION IV	Qualification and Eligibility Criteria, Sr.No.8		The company should have at least 100 full time employees in their consulting division/business unit on the payroll of the company	We need to deploy 4-5 people for this mandate, including an active backstopping support of another 2 resources, if and when required. Hence, having 80 employees in system (for consulting business) is more than enough this requirement	Agreed.	SECTION IV Qualification and Eligibility Criteria, Sr.No.8: The company should have at least 80 full time employees in their consulting division/business unit on the payroll of the company
43	SECTION V	Firm Credentials Table	Page-34	Must have experience in supporting Power Utilities in the last 3years with Annual work order value > INR 3.5 Crs Socring pattern- 2 states or more – 10 marks 1 state – 5 marks	Please clarify that whether annual work order value of more than INR 3.5 Crores for each of last 3 years is required or any of last of 3 years will suffice. Please clarify how multi year work orders will be treated.Will the total work order value be split equally among all the years or the work order value will be considered only for year of win.	Clause has been revised.	SECTION V Firm Credentials Table Evaluation Criteria: Must have experience in supporting Power Utilities in the last 3years with Cumulative (3years) work order value > INR 3.5 Crs Socring pattern-More than 2 States – 10 marks,2 States -7.5 marks 1 state – 5 marks
44	SECTION V	Firm Credentials Table	Page-34	Must have experience in supporting Power Utilities in the last 3years with Annual work order value > INR 3.5 Crs Socring pattern- 2 states or more – 10 marks 1 state – 5 marks	It is noted that RFP requires potential consultants must have experience in other two firm credentials (Vision document, working in power sector value chain) in last 5 years. It is requested to enhance experience of supporting power utilites with annual work order value > INR 3.5 Crs. to 5 years in order to align with other two firm credentials requirements.	Not accepted. Revised marks allotted to key personnel has been revised. Corrigendum may be seen above in Sl 42	
45	Section-V	Firm Credentials Table	Page-34	Assistance in preparation of Vision/Corporate Plan/Strategy document for MoP/MNRE/MoC/MoPNG/ Maha ratna PSUs in the last 5 years Socring pattern- 5 or more projects- 10 marks < 5 projects – 5 marks	The RFP intends to support GoWB in developing a Vision, roadmap and turnaround strategy including providing implementation support for the approved turnaround strategy. We are of the opinion that similar experience with power department of states/state PSUs should also be included in addition to MoP/MNRE/MoC/MoPNG/Maharatna PSUs	Agreed to change from Maharatna PSUs to PSUs	SECTION V Firm Credentials Table Evaluation Criteria Particulars/Experience Criteria: Assistance in preparation of Vision/Corporate Plan/Strategy document for MoP/MNRE/MoC/MoPNG/ PSUs in the last 10years Socring pattern- 5 or more projects- 10 marks < 5 projects – 5 marks
46	Section-V	Evaluation Criteria	Page-35	Presentation to Selection Committee by Consultant to showcase their credentials for a duration not exceeding 45 mins.	It has not been clarified whether the presentation needs to be delivered by the designated team leader/ project manager/team members.We are of the opinion that the presentation should be delivered by the Team Leader and the Project Manager of the Consultant Team which will aid the Evaluation Committee in assessing their understanding of the power sector context in West Bengal, experience in similar engagements and the capability of the team/firm to deliver and meet the objectives of this strategic engagement which will drive the next stage of reforms in West Bengal power sector	Any of the team members can given the presentation.	
47	Section-V	Evaluation Criteria	Page-35	Evaluation of Personnel	The RFP mentions that general education qualifications and experience of the consultants pertaining to the requirements mentioned and relevant to the assignment will be assigned 10% and 90% weightage respectively. We are of the opinion that a well defined evaluation criteria for the evaluation of the professional experience of the consultants needs to be a part of the RFP to enable the bidders to propose the right set of the experts for the designated positions. Based on RFP's issued by other states/central PSU's for similar strategy engagements, a tentative evaluation criteria for professional experience is provided International Experience in similar engagements: 15% (Based on the no of engagements) Experience in West Bengal: 20% (Based on the no of engagements) Experience in relevant engagements:50% (Graded criteria to be based on the no of engagements) Years of experience in relevant engagements:15%(Based on the number of years of experiance)	Not agreed to	

Sl. No.	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought	Reply	Corrigendum
	Section No.	Sub-section	Page No.				
48	Section V Evaluation Criteria	Criteria for Firm Credentials	Page 35	Must have experience in supporting Power Utilities in the last 3years with Annual work order value > INR 3.5 Crs. 2 states or more – 10 marks 1 state – 5 marks. Documents required - Copy of Work order/Purchase Order/Letter of Award	We understand that engagements that have started earlier but are currently ongoing / have completed during the time window of last 3 years (i.e. on or after Jan 2018) will qualify under this criteria. Kindly clarify if this understanding is correct.a) The number of engagement opportunities with the Indian power utilities in the last 3 years with such high individual work order value are limited. In India, at a state level, multiple engagements are carried out in parallel with state utilities under the aegis of individual contracts which are driven by the functional departments (Commercial, Finance, Regulatory, Operations, etc.). Hence, single Work Order with value INR 3.5 Crore in most of the cases will not be available. In that consideration, we request to allow to cite aggregate projects being done with utilities over the same time-frame within a single state. b) Also kindly allow for citing engagements wherein a power utility might not be the direct client, but the engagement involves working with the power utility/utilities (e.g. projects funded by Multilateral Financial Institutions where they are the direct clients and the work involves serving the power utilities). or c) Kindly relax the criteria of INR 3.5 Crore to INR 1 Crore so that individual contracts of ticket sizes can be demonstrated.	Already explained previously	
49	Section V Evaluation Criteria	Criteria for Firm Credentials	Page 35	Assistance in preparation of Vision/Corporate Plan/Strategy document for MoP/MNRE/MoC/MoPNG/Maha ratna PSUs in the last 5 years. 5 or more projects – 10 marks < 5 Projects – 5 marks. Documents required - Copy of Work order/Purchase Order/Letter of Award	We understand that engagements that have started earlier but are currently ongoing / have completed during the time window of last 5 years (i.e. on or after Jan 2016) will qualify under this criteria. Kindly clarify if this understanding is correct.The number of engagement opportunities for Vision/Corporate Plan/Strategy development for MoP/MNRE/MoPNG/Maharatna PSUs in the last 5 years might be limited. Therefore, it is requested to relax the criteria of 'Maharatna PSUs' to only 'PSUs' and the criteria of 'last 5 years' to 'last 10 years'.	Changed from Maharatna PSUs to PSUs	Please see Corrigendum at Serial No 45
50	Section V Evaluation Criteria	Criteria for Firm Credentials	Page 35	Experience of working in the Power Sector value chain within West Bengal in the last 5 years. 2 projects or more – 10 marks 1 projects – 5 marks. Documents required - Copy of Work order/Purchase Order/Letter of Award	a) We understand that engagements that have started earlier but are currently continuing / have completed during the time window of last 5 years (i.e. on or after Jan 2016) will qualify under this criteria. Kindly clarify if this understanding is correct. b) We undersrand that this work involves in-depth knowledge and insights of the West Bengal power sector. Therefore, we request to kindly allow more weightage of working in the West Bengal power sector value chain. We fill that the weightage should be at least 30 marks with the requirement of the consultant to demonstrate at least 6 or more projects. Meeting this criteria will reflect the higher level of understanding and commitment of the consultant in the West Bengal power sector, suitable to meet the requirements of the client.	Not agreed to	
51	Section V Evaluation Criteria	Criteria for Presentation	Page 35	Presentation to Selection Committee by Consultant to showcase their credentials for a duration not exceeding 45 mins.	Kindly clarify on which date will the presentation be held.	Will be intimated after the bids are submitted	
52	SECTION V	Evaluation criteria	Page 35	Must have experience in supporting Power Utilities in the last 3 years with Annual work order value > INR 3.5 Crs (2 states for highest marks)	Please allow credentials from energy sector/global credentials	Not agreed to	
53	SECTION V	Evaluation criteria	Page 35	Assistance in preparation of Vision/Corporate Plan/ Strategy document for MoP/MNRE/MoC/MoPNG/Maha ratna PSUs in the last 5 years (5 projects for highest marks)	Please allow credentials global credentials as well	Not agreed to	
54	SECTION V	Evaluation criteria	Page 35	Experience of working in the Power Sector value chain within West Bengal in the last 5 years	We request for the removal of this clause as particular experience of working in West Bengal Power sector may not be required. Kindly consider as 10% of the total marks are provided to this particular aspect	Not agreed to	

Sl. No.	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought	Reply	Corrigendum																																							
	Section No.	Sub-section	Page No.																																											
55	SECTION V	Evaluation criteria	Page 35	Assistance in preparation of Vision/ Corporate Plan/Strategy document for MoP/MNRE/MoC/MoPNG/Maha ratna PSUs in the last 5 years	<p>The experience of executing similar assignments with other central and state level entities are of equal importance and are more relevant to the context.</p> <p>Also, since no major reforms have been implemented in last 10 years, so the experience of consultants executing similar assignments in last 10 years would also be relevant.</p> <p>We request you to kindly consider experience of working with other central and state sector utilities under the given criteria and also relax the timelines to last 10 years to enable participation. We therefore request you to amend the clause as below</p> <p>Assistance in preparation of Vision/ Corporate Plan/Strategy document for MoP/MNRE/MoC/MoPNG/Maha ratna PSUs/Central or state sector entity in the last 5-10 years</p>	Agreed to extend it to 10 years instead of 5 years only	Please see Corrigendum at Serial No 45																																							
56	SECTION V	Table of required experts (Team Leader)	Page-36	Qualification: B.E./ B. Tech equivalent degree with MBA	Considering the strategic nature of the engagement, including significant focus on the financial and regulatory analysis, we are of the opinion that the basic qualification should be expanded to include a bachelor degree in Economics/Public Policy, Chartered Accountant in addition to B.E/ B.Tech	Agreed to	SECTION V Table of Personnel Requirement Desired Qualifications of Team Leader - Qualification: B.E./ B. Tech equivalent degree with MBA or Masters degree in Economics/Public Policy or Chartered Accountant																																							
57	Section-V	Table of required experts (Project Manager)	Page-36	Desired Qualification of Project Manager-B.E./ B. Tech in Electrical & Electronics Engg. with MBA/ Post Graduation	It is noted that desired qualification for Project Manager requires B.E./B.Tech in Electrical & Electronics Engg. unlike other experts where the requirement is for B.E./B.Tech. Further the scope elements does require a general understanding of electrical engineering aspects which we believe can be acquired by relevant work experience with a B.E/B.Tech. degree in any stream.Hence, we would request revision of the qualification of Project Manager from B.E/B. Tech in Electrical and Electronics Engineering to B.E./B.Tech (without specification of any specific stream)	Agreed to	SECTION V Table of Personnel Requirement Desired Qualifications of Project Manager - Qualification: B.E./ B. Tech with MBA/ Post-Graduation																																							
58	Section-V	Table of required experts (Senior Team Member)	Page-36	At least 6 years of overall experience in Power Sector with 2 years of consulting experience in Power Sector	We are of the opinion that the ToR can be delivered by a team of senior experts/senior expert with consulting experience in power sector. Further all the other positions as mentioned in the RFP, require only consulting experience in power sector. Hence, We would request your consideration for the change of qualification requirements to " Atleast 6 years of consulting experience in Power Sector"	Not agreed to.	SECTION V Table of Personnel Requirement Desired Experience of Senior Team Member -At least 6 years of consulting experience in Power Sector with 2 years of consulting experience in Power Sector																																							
59	Section-V	Resource Category Table	Page-36	Senior Resource - (6 years and above) -No. of Resources (1) Junior Resource- (2 years and above)-No. of Resources (2)	Considering the objectives of the assignment which requires diagnostic analysis of the entire power sector spanning across generation, RE, transmission and distribution, assessment of regulatory scenario and outlining Emerging sector trends, we are of the opinion that atleast 2 junior resources and 1 senior resource will be required to effectively execute each of the work stream including G,T,D and RE. So, we would request to include the no of junior resources from 2 to 6 and no of senior resources from 1 to 3	Agreed to. Corrigendum may be referred to	<p style="text-align: center;">Section -V: Personnel Requirement; Resource Table</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Sl. No.</th> <th rowspan="2">Resource Category</th> <th rowspan="2">Years of Exp.</th> <th colspan="2">Phase - I (62 Weeks)</th> <th colspan="2">Phase - II (42 Weeks)</th> </tr> <tr> <th>No. of Resource</th> <th>% Time</th> <th>No. of Resource</th> <th>% Time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>15 and above</td> <td>1</td> <td>35</td> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>Project Manager</td> <td>8 and above</td> <td>1</td> <td>75</td> <td>1</td> <td>75</td> </tr> <tr> <td>3</td> <td>Senior Resources</td> <td>6 and above</td> <td>3</td> <td>100</td> <td>2</td> <td>100</td> </tr> <tr> <td>4</td> <td>Junior Resources</td> <td>2 and above</td> <td>6</td> <td>100</td> <td>3</td> <td>100</td> </tr> </tbody> </table>	Sl. No.	Resource Category	Years of Exp.	Phase - I (62 Weeks)		Phase - II (42 Weeks)		No. of Resource	% Time	No. of Resource	% Time	1	Team Leader	15 and above	1	35	1	20	2	Project Manager	8 and above	1	75	1	75	3	Senior Resources	6 and above	3	100	2	100	4	Junior Resources	2 and above	6	100	3	100
Sl. No.	Resource Category	Years of Exp.	Phase - I (62 Weeks)		Phase - II (42 Weeks)																																									
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3	Senior Resources	6 and above	3	100	2	100																																								
4	Junior Resources	2 and above	6	100	3	100																																								
60	Section-V	Resource Category Table	Page-36	The RFP mentions that the Team Leader,Project Manager, Senior Resource and Junior Resources have to devote 50%,75%,100% and 100% respectively under the engagement.	Please clarify whether these involvement refers to the initial 6 months of the engagement or will be throughout the entire duration of the engagement (24 months)	Flexibility has been provided for the deployment of senior personnel as and when required.	Section-V Requirement of Personnel; Number of Personnel Please refer Revised Resource Table under Corrigendum Sl No 59.																																							

Sl. No.	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought	Reply	Corrigendum
	Section No.	Sub-section	Page No.				
61	Section V Evaluation Criteria	Criteria for Team	Page 36	Desired qualification of 'Project Manager' - "B.E./ B. Tech in Electrical & Electronics Engg. with MBA/ Post Graduation". At least 12 years of consulting experience in Power Sector advising Power Utilities. Experience of advising any 2different States/Power Utilities shall be added advantage.	We understand that any expert with B.E.+MBA qualification and 7-8 years of consulting experience in the Indian power sector will have adequate skillset to execute engagements similar to the current opportunity in the capacity of 'Project Manager'. Therefore, we request the following: a) Kindly consider B.E./B.Tech. in any discipline + MBA as the qualification crietria for this position, in similar lines to that of the Team Leader. b) Also kindly consider work experience of 7-8 years as the experience criteria for this position.	a) Agreed b) Agreed	Section-V Requirement of Personnel Number of Personnel Desired qualification of 'Project Manager' - "B.E./ B. Tech with MBA/ Post Graduation". At least 8 years of consulting experience in Power Sector advising Power Utilities. Experience of advising any two different States/Power Utilities shall be added advantage.
62	Section V Evaluation Criteria	Criteria for Team	Page 36	Desired qualification of 'Junior Team Member/Resource' - "B.E./ B. Tech and MBA/ Post Graduation". At least 2years of consulting experience in Power Sector	We understand that this work involves significant exercise of commercial, financial and regulatory modeling which will require accounting and finance skills. Therefore, we request you to also allow B.Com and MBA Finance for this position.	Agreed. Corrigendum may be seen	Section-V Requirement of Personnel Number of Personnel 'Junior Team Member/Resource' - "B.E./ B. Tech/B.COM and MBA/ Post Graduation". At least 2years of consulting experience in Power Sector
63	SECTION V	Personnel requirement	Page 36	%ge time by resource category	Is deployment meant to be uniform across the 24 months? We believe it should be higher in the initial 6 months vis-à-vis last 18 months	Agreed with the assessment.	Terms of Reference Page 30 & 31 - Total Duration of the assignment – 2 years (62 weeks for Phase 1; and 42 weeks for Phase 2). SECTION V Resource Requirement - Phase I which corresponds to the report generation would require full resource complement at mentioned in Serial 59 of Corrigendum.
64	SECTION V	Evaluation Criteria		Experience of working in the Power Sector value chain within West Bengal in the last 5 Years 2 projects or more – 10 marks 1 projects – 5 marks	1st change of modification (Reducing score for having experience of working with West Bengal utilities from 10 to 5 marks) While we completely understand and appreciate the necessity to have ground level working experience with West Bengal utilities for this mandate, but at the same time, it is felt, the duration/volume or depth of experience in West Bengal is equally important. Hence, instead of just showing 2 mandates to fetch the total marks, we suggest adding the mandate size (in terms of monetary value) which may indicate the nature and/or duration of professional experience.For example, if some consulting firm is working with any WB power utility for 12 months or more, it should be given at least equal importance with another company which might have worked in 2 different mandates, where each mandate duration was less than 2-3 months. efficiency improvement at an organization level. Hence we have requested for addition of this clause. Moreover, there is another important aspect (has been briefed below) that may be evaluated for which we recommend keeping 5 marks, which is why we have requested reducing score for West Bengal Power related experience from 10 to 5 marks. 2nd change of modification (Need to add a clause detailing on relevance of experience) Considering the very strategic nature of work, apart from West Bengal specific experience, it would be really important to have a firm on board which has worked on issues/implications on state level power sector company restructuring, and/or having hands on experience with working with state power utilities on development of SOPs/restructuring manuals for overall efficiency improvement at an organization level. Hence we have requested for addition of this clause.	Not agreed to	
65	SECTION V	Evaluation Criteria		In the next stage financial proposal shall be evaluated. For final evaluation, the weight of Technical proposal is set to 80% and that of financial proposal to 20%.	We suggest here to set the weight of the technical proposal at 70% and that of financial proposal at 30%. This ratio of 70:30 is globally accepted by IDAs, as this ensures much needed weightage in technical proposal and at the same time control the cost aspect from competition perspective.	Agreed to. Revision may be seen in the corrigendum	SECTION V Evaluation Criteria: For final evaluation, the weightage of Technical proposal is set to 70% and that of financial proposal to 30%.

Sl. No.	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought	Reply	Corrigendum
	Section No.	Sub-section	Page No.				
66	GENERAL CONDITIONS OF CONTRACT	19.b Termination by the Consultant - Clause 19.1.3	Page 46-47	Termination clause	It is requested to add the following clause: "The firm may terminate this Agreement by a written notice to client if the firm determines that a law, regulation or anything having similar import, or a circumstances (including cases where the client's ownership or constitution has changed), makes the firm's performance of the Contract impermissible or in conflict with independence or professional rules applicable to the firm."	Not Agreed to	
67	GENERAL CONDITIONS OF CONTRACT	22. Confidentiality	Page 49	Confidentiality clause	It is requested to add the following sentence: "The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year"	Not agreed to	
68	VII	III. GCC Clause 24; Bullet 1.51	Page 49	The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.	We request you to kindly incorporate our following suggestions to promote conducive working environment The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.	Not agreed to	
69	GENERAL CONDITIONS OF CONTRACT	25. Accounting, Inspection and Auditing	Page 50	Accounting, Inspection and Auditing	Kindly note that audit of our office and system is not acceptable as DTTILLP will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office / system. Therefore at the most the client can visit to our project office and audit the relevant documents. It is requested to make changes to the clause to this extent.	Not agreed to	
70	GENERAL CONDITIONS OF CONTRACT	27. Proprietary Rights of the Client in Reports and Records	Page 50	Proprietary Rights of the Client in Reports and Records	Kindly note that we can give the ownership of deliverables to the client. However, pre-existing IPR in the deliverables will still be with us. Considering this we propose the below language: "Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant firm shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, the Consultant firm retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant firm may use or develop in connection with this Contract. The Consultant firm is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Consultant firm."	Not agreed to	
71	GENERAL CONDITIONS OF CONTRACT	54. Dispute Resolution	Page 59	Dispute Resolution	It is requested to add the following clause: "Arbitration will be as per Conciliation and Arbitration act 1996."	Revision is given in the Corrigendum	SCC 54. C.2 Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and conciliation Act 1996 and its latest amendments as in force on the date of this Contract. SCC 54. C.4 Nationality and Qualifications of Arbitrators. AS defined in the Arbitration and conciliation Act 1996

Sl. No.	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought	Reply	Corrigendum
	Section No.	Sub-section	Page No.				
72	Special Conditions of Contract	23.1. Limitation of the Consultant's Liability towards the Client	Page 61	<p>"Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;..."</p>	It is requested that the value of the multiplier shall be 'one'. Irrespective of gross negligence or wilful misconduct the LOL should be capped till 100% of value.	Limited liability clause has been revised which may be seen in the Corrigendum	Please response at Serial No. 4
73	Special Conditions of Contract	24.1. Insurance Coverage	Page 62	<p>"24.1 The insurance coverage against the risks shall be as follows: ... (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;"</p>	Kindly note that Deloitte has Group Personal Accident Policy insurance coverage depending upon the category of the staff and Personal Medical Insurance coverage depending upon the size of the employee's family. However, Worker's compensation insurance is not applicable to Deloitte.	Clause revised.	"24.1 The insurance coverage against the risks shall be as follows: ... (d) employer's liability in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;"
74	VII	IV: Special condition of contract; Clause 23.1	Page 61	<p>Special condition of contract; Page 61; Clause 23.1 The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country]. [Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Department prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Department's policy on this matter which is as follows: To be acceptable to the Department, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re- performance of faulty Services is not acceptable to the Department. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or wilful misconduct. The Department does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</p>	<p>We request you to kindly incorporate our following suggestions to promote conducive working environment The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country]. [Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Department prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Department's policy on this matter which is as follows: To be acceptable to the Department, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re- performance of faulty Services is not acceptable to the Department. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or wilful misconduct. The Department does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</p>	Revised limited liability clause may be seen in the Corrigendum above.	Please see Serial no. 4

Sl. No.	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought	Reply	Corrigendum
	Section No.	Sub-section	Page No.				
75	Section-VII Conditions of Contract		page no.58	F. Payments to the Consultant, 47. Remuneration and Reimbursable Expenses 1.89 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.	The payment milestones are not defined in the RFP, please clarify whether it is based on fixed blended man-month rate quoted by the bidder that shall be paid on monthly basis.	Timelines for the submission of various reports specified under each Task has already been specified in the Terms of Reference. Milestones will be defined based on the Inception Report submitted by the successful bidder which has been accepted by the Client.	F. Payments to the Consultant, 47. Remuneration and Reimbursable Expenses 1.89 The Client shall pay to the Consultant (i) remuneration as described in Clause 50 of GCC (including out of pocket expenses) that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing in accordance with submitted bill of quantities; and (ii) No separate payment for reimbursable expenses will be considered for payment. (iii) Consultant will also furnish the monthly progress report of the progress achieved against the milestones set and agreed upon in the Inception Report by the Client
76	VII	IV: Special condition of contract; Clause 24.1	Page 62	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of should be not less than the total ceiling amount of the Contract in INR_XXXX. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub- consultants, with a minimum coverage of to be decided during the signing of contract. (c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law. (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.	We request you to kindly incorporate our following suggestions to promote conducive working environment The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of should be not less than the total ceiling amount of the Contract in INR_XXXX. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub- consultants, with a minimum coverage of to be decided during the signing of contract. (c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law. (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.	Not agreed to.	

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	Section No.	Sub-section	Page No.																																											
77	VII	IV: Special condition of contract; Clause 54	Page 64	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [to be decided during the signing of contract] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [name of the authorised body to be decided during the time of contract] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate body to decided during the time of contract].</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority as in said paragraph (b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>	<p>We request you to kindly incorporate our following suggestions to promote conducive working environment</p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [to be decided during the signing of contract] <u>Indian Council of Arbitration</u> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [name of the authorised body to be decided during the time of contract] <u>Indian Council of Arbitration</u> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate body to decided during the time of contract] <u>Indian Council of Arbitration</u>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority as in said paragraph (b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>	Revised clause on Arbitration may be seen in the Corrigendum	Please see Serial no. 5 and Serial no. 71																																							
78	Special Conditions of Contract	50.1(b) 'Mode of Billing and Payment'	Page 64	50.1(b): The Consultant shall submit to the Client itemized statements at time intervals as specified in the Terms of References	Kindly clarify the amount of billing in terms of % of overall fee against individual deliverables (e.g. Inception Report; Replot on Module 1 Sub-component 1/2/3/4; Report on Module 2; Quarterly Reports for Phase 2)	Revised Payment Terms may be seen in the Corrigendum	Please see Serial No. 75																																							
79	Appendices	Annexure 8 -	Page 76	Team composition, assignment * key experts input	Is this table expected to include time of resources listed in this document or other resources e.g. Global Power Sector subject matter experts?	Not agreed to with Global Power Sector Subject Matter.	<p align="center">Section -V: Personnel Requirement; Resource Table</p> <table border="1"> <thead> <tr> <th rowspan="2">Sl. No.</th> <th rowspan="2">Resource Category</th> <th rowspan="2">Years of Exp.</th> <th colspan="2">Phase - I (62 Weeks)</th> <th colspan="2">Phase - II (42 Weeks)</th> </tr> <tr> <th>No. of Resource</th> <th>% Time</th> <th>No. of Resource</th> <th>% Time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>15 and above</td> <td>1</td> <td>35</td> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>Project Manager</td> <td>8 and above</td> <td>1</td> <td>75</td> <td>1</td> <td>75</td> </tr> <tr> <td>3</td> <td>Senior Resources</td> <td>6 and above</td> <td>3</td> <td>100</td> <td>2</td> <td>100</td> </tr> <tr> <td>4</td> <td>Junior Resources</td> <td>2 and above</td> <td>6</td> <td>100</td> <td>3</td> <td>100</td> </tr> </tbody> </table>	Sl. No.	Resource Category	Years of Exp.	Phase - I (62 Weeks)		Phase - II (42 Weeks)		No. of Resource	% Time	No. of Resource	% Time	1	Team Leader	15 and above	1	35	1	20	2	Project Manager	8 and above	1	75	1	75	3	Senior Resources	6 and above	3	100	2	100	4	Junior Resources	2 and above	6	100	3	100
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	Section No.	Sub-section	Page No.				
80	Annexure – 8: Team Composition, Assignment & Key Expert's Input	Appendix	Page 77		We would like to understand whether the man-month inputs provided in Annexure-8 would be considered for financial evaluation. As the successful bidder is required to submit the workplan at the time of inception should we only consider the man-months based on the time (%) prescribed against each resource category.	Rates entered in the BOQ and cumulative total bid price(without tax) calculated manually for total revised personnel input ; Phase-I (Team Leader -1 no;Project Manager- 1 No;Senior Personnel -3 Nos and Junior Personnel- 6 Nos); Phase-II (Team Leader -1 no;Project Manager- 1 No;Senior Personnel -2 Nos and Junior Personnel- 3 Nos) along with % time input will be considered for financial evaluation.	
81	BoQ				Please clarify whether the Basic rate to be entered by Bidder in column M 13 in BoQ should also take into consideration out of pocket expenses/reimbursements as well or is it to be billed and paid on actual basis or is there any cap on reimbursements to be paid on monthly basis	Already clarified. Please see Corrigendum	
82	BoQ				Please clarify whether the Basic rate to be entered by Bidder in column M 13 in BoQ should also take into consideration the % time spend by each resource category	Already clarified. Please see Corrigendum	
83	Miscellaneous	Payment Terms and Conditions			We understand that the invoicing and the payment will be done on a monthly basis based on the actual involvement of the experts.Please clarify our understanding on the same.	Agreed	
84	Miscellaneous			Copy of work order or work completion certificates	For engagements with strict NDA/confidentiality clauses, self certification should be allowed	Not agreed to.	
85	New clause			New clause	We request you to kindly incorporate our following suggestion on termination to enable consultants to exit in case they are no longer to provide services in accordance with the laws The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the Consultant determines that it can no longer provide the Services in accordance with applicable law or professional obligations 	Not agreed to	

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86	5	Other Important Documents List	Tender details on https://wb.tenders.gov.in/nicgp/app	'Bank Solvency Certificate'	Request for the details on the amount (INR) for which the bank solvency certificate to be taken and we assume that the certificate to be addressed to The Commissioner, Department of Power, Govt. of West Bengal, Bidyut Unnayan Bhavan, 3/C, LA-Block, Sector – III, Salt Lake City, Kolkata – 700091. Please clarify.	Corrected	Bidder must provide proof of having solvency of an amount equal to Rs. 3.5 crores from any nationalized/ scheduled commercial bank.