

REPLIES TO QUERIES OF PricewaterhouseCoopers Private Limited.

Sr.	RFP Page no	RFP Clause no	Clause Details	Query / Suggestion/ Clarification sought	Replies
1	10	Section 1, Clause 1.18	1. Scope of Work	As per Annexure - II (3) other enclosures (page 37 of the RFP document), we understand that the company should authorize a person to sign the documents on the behalf	The authorised person shall sign the documents on behalf of the firm and the same is authorized to attend the meetings upto the finalisation of successful bidder.
				Further, Annexure-III (bidders authorization certificate) clearly states that the person is also authorized to attend meetings	
			The Director/Partner of the successful bidder shall monitor the work being done by the resources deployed and attend the meetings with the TSDISCOM management regarding the work progress.	while the above clauses are silent on the designation of the person within the firm, Clause 1.18 clearly specifies that Director/Partner of the bidder should attend the meetings regarding work progress	Director/Partner of the firm should make himself convenient to monitor the work being done by the deployed resources and attend the meetings regarding work progress as when required after entering the agreement.

				This may be clarified	
2	10	Section 1, Clause 3.2(a)	3.2 Team to be Deployed The team should include minimum 1 senior resource with an experience of atleast 9 years in providing regulatory and analytical support in power distribution business and minimum 4 junior resources with experience of atleast 3 years each in providing regulatory and analytical support in power distribution business. Each team member should have an expertise in providing end to end consulting service	<p>While the clause specifies the minimum no of resources required, it is silent on the actual no of resources required for the execution of the project.</p> <p>While we understand that, the actual no of people required is dependent on the on-ground scenario and may vary depending on the regulatory timelines and other operational matters</p> <p>We request you to specify actual no of resources (tentative) required for the sake of clarity</p>	The number of resources required is as per the Section 1, clause 3.2. The bidder has to estimate the work load of its resources based on the scope of work specified in the RfP and assign the resources accordingly so that the entire work is completed as per the requirement of the client. Client has only specified minimum required resources.
3	10	Section 1, Clause 3.2(c)	The senior and junior resources would be resident at TSDISCOMs offices as directed by TSDISCOMs from time to time.	<p>We understand that the Telangana Discoms offices are located at Hyderabad(TSSPDCL & Warangal(TSNPDCL)</p> <p>The said clause is silent on whether the consultant is required from both the offices of the Discoms simultaneously or work on need basis from one of the office setting up the other as consultant office as per Clause 5.1 of the RfP.</p> <p>This may be clarified</p>	The consultancy services firm shall work for both the TSDISCOMs and the resources shall have to be head quartered at Hyderabad and shall report to CMD/TSNPDCL at Warangal as and when required by CMD/TSNPDCL. No extra allowances will be provided for the travel.
4	11				The clause will be amended as follows

			3.7 The Educational Qualification of the key staff professional	As per the clause, the senior resource should possess an Electrical Engineering Degree (or equivalent). We are of the view that a person with minimum 9 years of experience in power business will have an in-depth understanding of the sector. The scope of the work mostly involves expertise in Commercial and Financial aspects of the Sector and a degree in Electrical Engineering may not be of much relevance					
						Sl. No	Team Composition	Number of persons	Minimum Required Qualifications
			Senior Resource: Graduated in Electrical Engineering (or	Also, it is imperative to mention that PGDM degree is offered by many elite institutions across the country (viz. XLRI). In view of the same, clause that PGDM (From IIMs) may be dropped					
		Section 1, Clause 3.7	equivalent) with PGDM (From	Further, we are of the view that experience in providing Regulatory and analytical support to utilities across Generation, Transmission & Distribution sector will be of prime importance in the analysis of Tariff Orders(where TSSPDCL is the respondent), providing replies to the Objections raised, dealing with disputes/matters etc		1	Senior Resource	Minimum of one number is required	Graduated in Electrical Engineering (or equivalent) with minimum 9 years of relevant experience in regulatory and analytical support in power distribution business, should have excellent project management and interpersonal skills sound experience as team leader in project management of a sizeable team composing national experts plus financial management experience However, additional qualifications such as PGDM/MBA/MTech will fetch additional score in technical evaluation of credentials of team
			IIMs)/MBA/M.Tech with minimum 9 years of relevant experience in regulatory and analytical support in power distribution business	In view of the same, the clause may be amended to include experience across Generation and Transmission & Distribution business					
				The proposed Clause is as follows					
				Senior Resource: Graduated in Electrical Engineering (or equivalent) with PGDM(From IIMs)/MBA/M.Tech with minimum 9 years of relevant experience in regulatory and analytical support in power distribution business					

5	11	Section 1, Clause 3.7	3.7 The Educational Qualification of the key staff professional	PGDM degree is offered by many elite institutions across the country (viz. XLRI). In view of the same, clause that PGDM (From IIMs) may be dropped	2	Junior Resource	Minimum of four numbers is required	Graduated in Electrical Engineering (or equivalent with minimum 3 years of relevant experience in regulatory and analytical support in power distribution business However, additional qualifications such as PGDM/MBA/MTech will fetch additional score in technical evaluation of credentials of team
			Junior Resource: Graduated in Electrical Engineering (or equivalent) with PGDM (From IIMs)/MBA/M.Tech with minimum 3 years of relevant experience in regulatory and analytical support in power distribution business	Further, we are of the view that experience in providing Regulatory and analytical support to utilities across Generation, Transmission & Distribution sector will be of prime importance in the analysis of Tariff Orders(where TSSPDCL is the respondent), providing replies to the Objections raised, dealing with disputes/matters etc				
				In view of the same, the clause may be amended to include experience across Generation and Transmission & Distribution business				
				The proposed Clause is as follows				
				Junior Resource: Graduated in Electrical Electrical Engineering (or equivalent) with PGDM(From IIMs)/MBA/M.Tech with minimum 3 years of relevant experience in regulatory and analytical support in power distribution business				
6	15	Section 1, Clause 14.6	14.EARNEST MONEY DEPOSIT (EMD)	We are of the view that retaining the EMD amount till no later than 30 days after bid expiry (120 days) will lead to bidder assuming the highest risk as the amount (Rs. 15 Lakhs only) is locked in for a period of 5 months	<p>Issuance of LOA doesn't make the bidder a successful bidder unless the bidder enters an agreement with TSSPDCL after duly submitting the Bank Guarantee.</p> <p>The clause will be amended as follows</p> <p>Unsuccessful Bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after entering the agreement with the successful bidder</p>			
		14.6 Unsuccessful Bidders' EMD will be discharged or returned as promptly as possible but not later than thirty (30)	We request the bid agency to consider the following terms to avoid such high risk assumption				
				The clause may be amended as follows				
				14. Earnest Money Deposit (EMD)				

			days after the expiry of the period of bid validity prescribed by the Client.	14.6 Unsuccessful Bidder's EMD will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity the issuance of Letter of Award (LoA) to the successful bidder prescribed by the client.	
7	19	Section 1, Clause 19 B	The experience is to be supported by work orders or completion certificates issued by official of rank not less than Chief Engineer	<p>There are certain projects, which were/completed successfully /are being executed in/during the last 5 years. There are certain projects, which were/completed successfully /are being executed in/during the last 5 years.</p> <p>An official of the Discom of rank not less than Chief Engineer may have issued the work orders/completion certificates. Modifying the work order/Completion certificate as per the Qualification requirement may not be possible at this point of time.</p> <p>An official of the Discom of rank not less than Chief Engineer may have issued the work orders/completion certificates. Modifying the work order/Completion certificate as per the Qualification requirement may not be possible at this point of time.</p> <p>In view of the same, the clause may be amended as follows</p> <p>The experience is to be supported by Work orders or completion certificates issued by official of rank not less than Chief Engineer the Discom</p>	Not accepted and the clause as per the RFP document holds good
8	19	Section 1, Clause 19B	19(B)-Technical Bid Evaluation	The table specifies requirement of Work order/completion certificate for each of the criteria mentioned. Some of our projects we have undertaken qualifies multiple scope elements provided in the RfP. So, we will submit a single work order in lieu of multiple scope elements	Single work completion certificate comprising of required projects sought by the client and signed by an official of rank not less than Chief Engineer will be considered

				Request the bid agency to clarify that the above submission would be in line with the bid requirements	
9	19	Section 1, Clause 19B	19(B)-Technical Bid Evaluation	The clause is not clear whether the experience of ARR filings/Tariff filings continuously for a period as specified in the table should be with one distribution utility or may be with multiple utilities for the period specified.	The experience of ARR filings/Tariff filings should be done with one utility only.
			S.No. 1(a) Experience in ARR filings/ Tariff proposals for a distribution utility	This may be clarified	
10	20	Section 1, Clause 19B	19(B)-Technical Bid Evaluation	We are of the view that implementation of Digital & IT initiatives (Viz. ERP implementation, Oracle HR implementation etc) across Generation, Transmission and Distribution Sectors would require similar expertise and hence the same may be considered	Not accepted and the clause as per the RFP document holds good
			S.No 1(c) -IV Digital & IT initiatives	The clause may be amended as follows	
			Support on Digital Initiatives for power distribution utilities.	S.No 1(c) -IV Digital & IT initiatives	
			Support on Major IT initiatives	Support on Digital Initiatives for power distribution utilities.	
				Support on Major IT initiatives	
11	21	Section 1, Clause 19B	*The senior/junior resource who have not met the minimum qualification and experience criteria shall be treated non-responsive	The said clause is added as an addendum to the section 1, Clause 19B-2(a&b) of the RfP document. However, the said clause is silent on which clauses (three clauses as per clause 19B-2(a&b) of the RfP document) will be considered for the evaluation of the minimum qualification criteria.	The minimum qualification criteria as per the table in page 11 of the RFP document holds good. The experience with the bidder only fetches extra score in the technical evaluation process and will not be considered non responsive because of lack of experience with the bidder.

				This may be clarified, as there is a possibility of rejection of the bid, had the bid been non-responsive as per clause 22.3 of the RfP document	
12	26	Section 1, Clause 33.4	33. Monitoring of Contract	The clause may be amended as follows	Not accepted and the clause as per the RFP document holds good
			33.4 The selected firm shall not assign or sub-let contract or any substantial part thereof to any other Consultant without the permission of tendering authority except the one with whom the Bidder has collaborated for the purpose of execution of the project	33. Monitoring of Contract	
			33.4 The selected firm shall not assign or sub-let contract or any substantial part thereof to any other Consultant without the permission of tendering authority Neither party may not assign or sub-let contract or any substantial part thereof to any other Consultant without the prior written consent of the other party except the one with whom the Bidder has collaborated for the purpose of execution of the project		
13	26	Section 1, Clause 34.1 & 34.2	34 Right to vary No. of Resources	The consultant is required to deploy One senior resource and four junior resources (as per clause 3.2(a) of RfP). As per Clause 34.2, it is understood that one extra person (25% of 5 resources) may be requested by the bid agency, we have the following queries:	The minimum resources required shall be as per clause 3.2(a) and the client expects the bidder to quote the number of resources taking into account the whole scope of work specified in the RfP. The present clause limits the variation of number of resources of the successful bidder and there will not be any extra payment for the additional resources employed.
				Whether the extra resource to be deployed is a senior resource or junior resource. Please clarify that the additional resource will be paid in addition to the total fee quoted in-line with the monthly rate proposed in bid submission.	

			<p>34.1 At the time the Contract is awarded, the number of people originally specified in the bidding document may be increased or decreased, provided this change does not exceed the limits/ceilings of minimum and maximum quantity as specified in 34.2 below and the same will be done with the consent of the client. 34.2 Unless otherwise specified in the bidding document, if the order is placed up to 25% in excess of the number of people required, the bidder shall be bound to meet the required number without any change in the rates quoted or other terms and conditions of the bid and the bidding document.</p>	<p>Please confirm that the minimum number of resources to be requested to be deployed by the bidding agency cannot be lower than 4 people i.e (75% of 5 people)</p>	
14	32	Section- 2, Annexure I-C	Annexure I-C:Team composition and Task assignments	The clause is not clear, as on how the experience of the resources is to be supported by supporting documents.	The firm or individual may self certify themselves whether the resource had worked in the said field as per the requirement sought for by the client

			The experience & qualification of the resources shall be supported by the relevant supporting documents	This may be clarified	
15	35&36	Section 2 Annexure -II (1&2)	Annexure – II : Eligibility Criteria References	It is to mention that FY 2017-18 has just ended and finalization of accounts and audit for the same may be under process for most of the companies.	Proof of Turnover & Networth for the FY 2014-15 to FY 2016-17 should be submitted and Certified copies of audited Balance sheets with Profit & Loss account statement for last 5 years (FY 2012-13 to FY 2016-17) must be enclosed along with the bid
			Proof of Turnover & Networth for the FY 2015-16 to 2017-18	In view of the same, we request you to kindly amend the tables & clause as follows	
			Certified copies of audited Balance sheets with Profit & Loss account statement for last 5 years must be enclosed along with the bid	Proof of Turnover & Networth for the FY 2015-16 to 2017-18 FY 2014-15 to FY 2016-17	
				Certified copies of audited Balance sheets with Profit & Loss account statement for last 5 years (FY 2012-13 to FY 2016-17) must be enclosed along with the bid	
16	39	Section 2 Annexure IV	Annexure – IV	In view of the No-Deviation context of the bid, it may be clarified whether the bidder could use its own standard verbiage (firm's standard verbiage) of Self Declaration – Blacklisting as per Appendix-I to this document.	Not accepted and the document as per the RFP document holds good
			Self Declaration – No Blacklisting		
17	47	Section 2:	3. Liquidated Damages	The clause may be amended as follows	Not accepted and the clause as per the RFP document holds good
		Annexure – VII: Clause 3	Clause 3.7(a) The maximum amount of agreed liquidated damages shall be 10% of the monthly amount of payment.	3. Liquidate Damages	
			Clause 3.7(a) The maximum amount of agreed liquidated damages shall be 10% 5% of the monthly amount of payment.		

				The percentage of liquidated damage with respect to delay (week wise percentage) may be amended accordingly	
18	47	Section 2:	3. Liquidated Damages	An additional clause may be added to ensure transparency and allocate the accountability of such damages to parties involved as follows:	Not accepted and the clause as per the RFP document holds good
		Annexure – VII: Clause 3		3. Liquidated Damages	
				3.8 An objective and consultative process should precede before the client chooses to exercise this right. A mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner	
19	49	Section 2:	4. Limitation of Liability	We are of the view that any indemnity amount to be paid is to be determined by a competent authority (Court/arbitrator) to ensure transparency and fair allocation of such damages to the parties involved. Accordingly, the clause may be amended as follows:	Not accepted and the clause as per the RFP document holds good
		Annexure – VII: Clause 4	4.2 The aggregate liability of the successful Bidder to the Client, whether under the Contract, in tort, or otherwise,	4. Limitation of Liability	

			shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to any obligation of the successful Bidder to indemnify the Client with respect to patent infringement	4.2 4.2 The aggregate liability of the successful Bidder to the Client, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to any obligation of the successful Bidder to indemnify the Client with respect to patent infringement. Further, any indemnity amounts will be limited to the fees paid, subject to final determination by a competent court/arbitrator	
20	50	Section 2:	5. Payment Terms	It is difficult to accept a payment term without any limit on the payable days. This will lead to bidder assuming the highest risk and will increase the price quote.	<p style="text-align: center;">The clause will be amended as follows</p> (ii) Payments shall be released within 30 working days from the date of receipt of monthly bills or on completion of each milestone.
		Annexure – VII: Clause 5	5.1 Payment Clause	We request the bid agency to consider the following term to avoid such higher risk assumption	
			Note :	5.1 Payment Clause	
			(ii) Payments shall be released on or after 30 days from the submission of monthly bills or completion of each milestone	Note: (ii) Payments shall be released on or after before 30 days from the submission of monthly bills or completion of each milestone	
21	50	Section 2:	5. Payment Terms	An additional clause may be added to ensure transparency and allocate the accountability of such damages to the parties involved as follows	<p style="text-align: center;">Not accepted and the clause as per the RFP document holds good</p>
		Annexure – VII: Clause 5	5.2 Penalty Clause	5.2(a) Penalty Clause	

			<p>a. Penalty for wrong reporting or sub-standard quality check: i. In case it has been observed that the consultant has given wrong report regarding the execution/completion of work, a penalty amount of 50% of the monthly bill amount for that particular month will be levied on the consultant</p>	<p>(ii) An objective and consultative process should precede before the client chooses to exercise this right. A mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner</p>	
22	50	Section 2:	5. Payment Terms	<p>The clause lacks clarity in defining the term allowed leaves. The allowed leaves may be explicitly defined by the bid agency. In the absence of such clarification, the bidder may consider the allowed leaves as per the bidder firm's HR policy (22 to 25 per financial year). This may be clarified</p>	<p>Allowed leaves are as per the Section 1 Clause 5.4</p>
		Annexure – VII: Clause 5	5.2 Penalty Clause	<p>The man day rate for senior resource is higher than a junior resource. Hence, it is requested that in the case of absence (apart from allowed leaves) of a resource during project period, the man day rates for junior and senior resource may be considered separately for payment of the monthly bill</p>	<p>Accepted</p>

		<p>b. Penalty for absence: In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing the monthly payment/charges of the contract with the number of working days in that month divided by number of resources deployed i.e. 5). In addition, a penalty of 3% per working day per resource will be levied on monthly payment/charges for such absence</p>	<p>Further, the clause on additional penalty of 3% per working day per resource may be dropped as the consultant is already penalized on pro-rata basis for the days unattended</p>	<p>Not acceptable to drop penalty of 3% per working day per resource. The penalty will be levied for the additional leaves taken by the resource more than the allowed leaves as per the parent company.</p>
			<p>The clause may be amended as follows</p>	<p>The clause will be amended as follows</p>
			<p>5. Payment Terms</p>	<p>5. Payment Terms</p>
			<p>5.2 Penalty Clause</p>	<p>5.2 Penalty Clause</p>

				<p>b. Penalty for absence: In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing the monthly payment/charges of the contract with the number of working days in that month divided by number of resources deployed i.e. 5). (per day payment for a senior/junior will be calculated by dividing the monthly payment /charges of the contract with the number of working days in that month divided by number of resources deployed (1 for senior resource & 4 for junior resource))</p>	<p>b. Penalty for absence: In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (per day payment for a senior/junior will be calculated by dividing the monthly payment /charges of the contract with the number of working days in that month divided by number of resources deployed (1 for senior resource & 4 for junior resource))</p>
23	51	Section 2:	5. Payment Terms	Any leakage/misuse of information of the client may not be solely attributable to the consultant as the data may be shared with several stakeholders.	Not accepted and the clause as per the RFP document holds good
		Annexure – VII: Clause 5	5.3 Other important terms & conditions	In view of the same, an additional clause may be added to ensure transparency and allocate the accountability of such damages to the parties involved as follows	

			<p>e. The data pertaining to the client shall be kept confidential without ever presenting the same before any third person without the consent of the client. Any leakage/misuse of information if came across by the Client may result in declaration of successful bidder as ineligible either indefinitely or for a stated period of time depending on the nature of the info got leaked, the PBG will be forfeited and the present contract shall be terminated</p>	<p>f) An objective and consultative process should precede before the client chooses to exercises this right. A mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner</p>	
24	51	Section 2:	7. Termination	An additional clause may be added to ensure transparency and allocate the accountability of such damages to the parties involved as follows	Not accepted and the clause as per the RFP document holds good.
		7. Termination			
		Annexure – VII: Clause 7		7.4(a) An objective and consultative process should precede before the client chooses to exercises this right. A mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner	The corresponding bills for the consultancy support provided by the firm will be honoured

				(b) Upon termination, the consultant should be paid for the services performed till the date of termination	
25	5	Notice Inviting Tender details	Point No 14 : Bid Submission closing date 19.09.2018 at 17:00 Hrs	The Bid Submission closing date may be extended by a week in the interest of the consultants and the bid agency, keeping in view the time frame constraints (1 week) between the pre bid meeting date and the bid submission closing date	Bid submission date will be extended but the submission of online bids and the receipt of hard copies to this office has to be within the bid submission date
26	54	Annexure VIII	Format of BG for successful bidder	Changes proposed by IDBI bank for PWC Pvt Ltd	Not accepted and the format as per the RfP holds good