

REPLIES TO QUERIES OF FEEDBACK INFRA

Sr.	RFP Page no	RFP Clause no	Clause Details	Query / Suggestion/ Clarification sought	REPLIES
1.	2	Ltr of Invi.	Hard submission copy	<p>In recent times under E-Tendering, hard copy submission of proposal is not required. Client to confirm the same. If it is required, it is suggested that hard copy be allowed to submit within 2 days after online submission i.e. 2 days after bid submission date.</p> <p>We also request to provide us atleast 7 working days post issuance of prebid replies to ensure proper and quality bid submission.</p>	<p align="center">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</p>
2.	4	NIT	Estimated Value	Request to provide estimated value of the contract	<p align="center">This is an Open tender and no Estimated contract value be provided</p>
3.	4	NIT	Earnest Money Deposit (EMD)	<p>It is suggested that EMD value of Rs.15 Lacs for Retainer contract of 12 months is very high. Recently HPSEBL floated similar tender on retainership basis for 5 years and EMD amount was Rs.2.0 Lacs.</p> <p>MSEDCL had floated similar tender retainership tender for 2 years and EMD amount was Rs.2.28 Lacs.</p> <p>Generally it is 1% of the total contract value. We request to reduce the EMD amount to Rs.2 Lacs considering contract duration of one year.</p>	<p align="center">Not Accepted and the value as prescribed in the RFP document holds good</p>
4.	7	1	Scope of Work	<p>It is submitted that scope of work is too huge and also the scope of work for Operational matters is too open and vague.</p> <p>We suggest that Financial Offer be sought separately for Part A: Regulatory matters and Part B: Operational matters. TSDISCOM may then decide to allot work to 2 consultants which will help them leverage out more expertise especially in Power Distribution matters.</p>	<p align="center">Not Accepted and the said details in the RFP document holds good</p>

5.	7	1	Scope of Work – Deliverables	It is suggested that Part B: Operational matters scope of work needs to be detailed out in terms of expectations from consultant and deliverables.	The said RFP document is prepared as per the requirement of TSDISCOMs and the same holds good											
6.	10	1.18	The Director/Partner of the Successful bidder shall monitor the work....	It is submitted that TSDISCOM may not insist on Designation of the Senior Resources. Overall works will obviously be monitored by Senior Resource deputed with junior resources. Further the team would follow its internal quality and monitoring policy and if required CEO/ Associate Director/ General Manager/ Lead Consultants would attend the meetings.	The top designated officer of the firm may be required to monitor the works of the resources deployed and will also attend the meetings with TSDISCOM management as and when required											
7.	11	Para below 3.7	Education Qualification	It is suggested that general MBA/ PGDM / PGDB should be mentioned for education qualification as different universities/ institutions issue degree certificates with different names. IIMs/ IITs specifically should not be insisted upon and relevant working experience be evaluated.	<p style="text-align: center;">The clause will be amended as follows</p> <table border="1" data-bbox="1757 873 2564 1154"> <thead> <tr> <th data-bbox="1757 873 1835 1154">Sl. No</th> <th data-bbox="1835 873 2064 1154">Team Composition</th> <th data-bbox="2064 873 2233 1154">Number of persons</th> <th data-bbox="2233 873 2564 1154">Minimum Required Qualifications</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Sl. No	Team Composition	Number of persons	Minimum Required Qualifications				
Sl. No	Team Composition	Number of persons	Minimum Required Qualifications													

8.	11 & 21	Para below 3.7 and para below 2	All the Proposed team members of the consultancy team must be on the pay roll of the firm at the time of bid submission date.	In addition to this, bidder may be allowed to provide CVs based on the Consent Letter from the prospective candidate that he is willing to join the bidder within xx months for the proposed assignment.	Not accepted and the one mentioned in the RFP document holds good
9.	12	3.7 (e)	Client Certification	<p>It is suggested that seeking certification not below rank of Chief Engineer may not be available for all projects. Many times the work orders are awarded from Chief Engineer office but Superintending Engineer may have issued certificates (as they may be holding charge of CE or CE post is vacant).</p> <p>It is suggested that we would attach the Work Order and Certificate and if required, TSDISCOMs may verify with client for the same.</p> <p>Seeking revise certificate again from same client may not help and delay the entire bid submission process. We believe certification from client is more important than the rank of the officer who has certified. Hence it is suggested to relax this criteria.</p>	Not accepted since the head of department shall be considered as CE/CGM and any certificate shall be signed by the official of rank not less than CE/CGM.
10.	12	5.4	Parent Firm Policy	<p>It is understood that Parent Firm policy for leave and other matters will be allowed.</p> <p>Please confirm.</p>	The leave policy of the team will be according to the parent firm as per the Clause 5.4 of the RFP
11.	12	5.4	Out of pocket expenses	It is suggested that in case of travel other than local conveyance to Corporate office of TSDISCOMS; all out of pocket expenses shall be borne by client including travel inside and outside the State.	Not accepted and clause 5 of the RFP document holds good
12.	14	12.2	Progress Report and payment	Please clarify in case work is incomplete, whether any payment will be deducted. Since it is retainership support with dedicated resources, no payment should be deducted.	The work has to be completed as per the timelines set by TSDISCOMs. Payment shall be processed within 30 working days after the receipt of the invoice at this office

				Please let us know payment would be processed in how many days after submission of Invoice.	
13.	15	14.6	EMD Refund	It is submitted that EMD should be returned back to unsuccessful bidders once the LOA is issued to successful bidder.	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. The clause will be amended as follows 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
14.	17	16.7	Summary sheet in the given format	Please provide the format.	Summary sheet will be as per Annexure X
15.	19	1.a	If the same Bidder has performed the relevant works in one or many Discoms in single Financial Year, it will be considered as one assignment for evaluation.	If the firm has got 2 or more work orders from different DISCOMs of same State, then it should be considered as 2 or more assignments for evaluation. Please clarify.	The works done will be considered as 2 if the same works are done on 2 different Letter of Intent/agreement. If the bidder has performed the same work in many discoms in the same financial year, it will be considered as one assignment for evaluation
16.	19	1.a	Continuously for 3 years - 15 marks and > 10 years - 30 marks	Please clarify continuous for 3 years means continuous for 3 years in 1 single work order or otherwise? If with same client for 3 years or more, it is submitted that the same is very rare for any firm to get such long period assignment on continuous basis. This should be relaxed and modified.	The years of work must be continuous with the same utility and but not necessarily with same work order

17.	20	C. I	Implementation and Monitoring of UDAY/ PFA	It is suggested that firm may have UDAY and/ PFA experience under Program management or Retainership support. However, it is suggested that similar support for Operational matters / Turnaround shall also be considered. We believe the intent / scope of work is important rather than Name of the Assignment/ Project. The evaluation be done considering the scope of work in certificate and / work order.	Not accepted and the evaluation as per RFP holds good
18.	20	C	Experience during 5 years	It is submitted that client has sought experience of different tenure like 4 years or 5 years at various places. For evaluation criteria at pg 19,I.a – experience of 10 years is also required to be demonstrated. Hence we suggest that last 10 years’ experience be allowed for overall evaluation. All bids for regulatory and commercial matters issued by other States seek experience in last 10 years. For eg. Recent tenders floated by HPSEBL, MSEDCL, Bihar Utilities.	Not accepted and the evaluation as per the RFP document holds good
19.	20	C. II	Bid Process Management	It is submitted that Bid Process Management for other Renewable sources shall also be allowed over last 10 years. Procurement of Power from Solar Rooftop models is very specific thing and may not be sought for evaluation.	Not accepted and the evaluation as per the RFP document holds good
20.	20	C. III,	Reliability Improvement,	Please clarify how many assignments are required under each bullets given. Can a firm give all assignments for any one of the bullets in each of the areas?	Any number of assignments may be submitted subject to the condition that each carries one mark capped up to the maximum marks as per the RFP document
		C.IV	Digital and IT Initiatives		
		C.V	Misc. works		

21.	20	d	Advising Distribution utilities as per ratings of MOP for a period of 3 years	It is not explained why 3 years of continuous support for such ratings is sought. It is submitted that majority of the Discoms go for consultancy for regulatory and operational/ commercial matters. Separate consultancy for UDAY, PFA, Regulatory, Ratings of MOP etc is not sought. In such case, if a firm has provided retainership support to DISCOM covering major elements under evaluation, will a single work order/ completion certificate be considered for evaluation under different heads?	Single work completion certificate comprising of required projects sought by the client and signed by the official of rank not less than Chief Engineer will be considered
				Also evaluating based on Ranks under UDAY may be relaxed as there are other elements and responsibility of utilities for ranking. Consultant is there to guide or support but utilities have to implement the same.	
22.	21	--	Single Work Order covering majority of the scope of work and / evaluation criteria	Please clarify if single work order has requisite credentials in terms of scope of work and / evaluation criteria, will that be sufficient hypothetically to get full 75 marks.	yes, a single work completion certification received from the official of rank not less than CE will be accepted
23.	21	e	Cost reduction / revenue enhancement	Please clarify how many assignments are required for maximum marks.	Any one of the initiative done supporting the said head will fetch full marks
24.	21	2	Credentials of Team	It is submitted that resources mainly at junior level keep switching to other consultancy firms in 1-2 years and hence seeking minimum 3 years' experience with the bidder needs to be relaxed or reduce to minimum 1 year.	We have requested only 2 years experience with the bidder for the junior resource and the same holds good
				It is suggested that instead of minimum 3 years' experience; number of assignments for key tasks/ activities be sought related to scope of work.	

25.	22	19.C	Evaluation method	It is submitted that evaluation criteria framed are too specific and any minor difference in technical will have larger impact on financials. It is submitted that all interested bidders are highly experienced and qualified in undertaking proposed assignment. Hence it is suggested that weightage be modified from 80:20 to 60:40.	Not accepted. The technical expertise is required for the scope of work to be performed and also the marking scheme has been formulated duly considering the scope of work to be performed after assigning with the contract. Hence, this cannot be considered
26.	50	5.2 a.i.	Penalty Clause	Please clarify how it will be decided that firm has given wrong report. What would be the evaluation mechanism of our reports/ deliverables? Also the penalty given is very high.	If this office finds any work completion report submitted along with the monthly invoice was not actually complete/correct, the client will penalise the successful bidder by deducting the bills of corresponding month
27.	--	--	Loss reduction	It is suggested that TSDISCOMs want consultancy support for operational improvements but no such evaluation criteria is sought whereby consultant has assisted utility/ discom to reduce the losses. It is suggested the experience be sought for actual loss reduction. Feedback Infra through its Distribution Franchisee operations in Odisha has actually done a turnaround and reduced the AT&C Losses from 65% to 30% in 4 years.	Not accepted and the details as per the RFP document holds good
28.			General Terms and Conditions	We suggest TSDISCOMs to include/ further clarify/ elaborate on following general terms & conditions: 1. Limitation on the liability 2. Termination / exit rights for bidder 3. Force majeure events 4. Confidentiality clause Below we are providing samples for above mentioned clauses for your reference. Limitation on the liability: -	Not accepted and the details as per the RFP document holds good

			<p>"Notwithstanding anything contained in the Agreement or elsewhere in connection with rendering of Services on the Project, the maximum aggregate liability of the Consultant pursuant to any covenant and/or any indemnities under no circumstances shall ever exceed the amount of the fees received by the Consultant in the relevant operating year"</p>	
			<p>Termination Clause: -</p> <p>1. Consultant also can also terminate the Contract because of non-payment by serving 60 days written notice. This right shall be protected without prejudice to the right of recoveries.</p>	
			<p>Force Majeure: -</p> <p>“Events under Force Majeure needs to be defined”</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period. However, under the RFP, the Consultants are not entitled to any additional costs.</p>	
			<p>Confidentiality: -</p> <p>1. The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the TSDISCOMs shall remain with the TSDISCOMs.</p>	

				<p>2. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out its obligations under it. The Bidder shall not publish any information, drawings or photographs concerning the Works, or permit to be published, or otherwise disclose any particulars of the Contract in any trade or technical paper or any document or elsewhere without the prior consent in writing of the Employer, and subject to any terms and conditions that he may prescribe.</p>	
29	4	Notice Inviting Tender details	Point 11 : EMD Payable to	EMD in form of Bank Guarantee be allowed to be submitted from Scheduled/ Commercial Bank also	Not accepted and the details as per the RFP document holds good