



DO No. REC/PMD/2020/63

09.09.2021

Dear Sir,

Sub: Regarding modifications in the Standard Bidding Document (SBD) proposed by Uttar Pradesh for the appointment of Project Management Agency (PMA).

Kindly refer to your letter dated 07.09.2021 regarding pre-bid queries of the bidders in response to the RfP floated by UP. In this respect, detailed deliberations were held and views of REC is as under:

Clause#	Existing Clause	Modified Clause/Comments of REC
Section 3 ITC and Data Sheet – Annexure II (Data Sheet)	The Bidder should have a positive Net-Worth from its Indian operations separately during the last three (3) financial years namely, FY 2020-21, 2019-20, and FY 2018-19 (If audited annual accounts for FY-2021-21 are not available, provide accounts for FY 2019-20, FY 2018-19 and 2017-18)	SBD has been modified as follows:- The Bidder should have a positive Net-Worth from its Indian operations separately during the last three (3) financial years namely, FY 2020-21, 2019-20, and FY 2018-19 (If audited annual accounts for FY-2021-21 are not available, provide accounts for FY 2019-20, FY 2018-19 and 2017-18)
Section 7 Conditions of Contract and Contract Forms -49. Mode of Billing and Payment	<u>The Itemized Invoices.</u> As soon as practicable and not later than fifteen (15) days after the end of each calendar quarter during the period of the Services, the Consultant shall submit to DISCOM, in duplicate, itemized invoices, accompanied by receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval along with the deliverables. Each invoice shall show remuneration and reimbursable expenses separately. The reimbursable/ payable taxes and duties as per Clause GCC 46 shall be paid/ reimbursed with the corresponding invoice.	Bidders have requested to consider the invoicing payment on monthly basis to facilitate cash flows. The quarterly invoicing has been kept for administrative convenience. REC is of the view that the existing clause in SBD may be retained. However, REC has no objection if UPPCL wish to change it to monthly basis.

REC Limited

(Formerly Rural Electrification Corporation Limited)
A Government of India Enterprise

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Clause#	Existing Clause	Modified Clause/Comments of REC
Section 3 ITC and Data Sheet- annexure III (Data Sheet)	<p>The value of project management services including DPR preparation, monitoring, supervision, quality assurance, bid process management etc. provided for completed or ongoing projects in Power distribution sector in last 5 years (2016-17 to 2020-21) for any State/Central Government undertakings departments/ Electricity Distribution utility in India.</p> <ul style="list-style-type: none"> • Value Rs. 150 crore: 5 marks • Value Rs. 300 crore: 10 marks <p>Value = Rs. 150 crore - Rs. 300 crore: proportionate between 5 and 10 marks</p>	<p>Bidders have requested to revise this criteria in similar proportion as MAAT Condition has been reduced from Rs. 100 crore to Rs. 70 crore.</p> <p>MAAT was revised to Rs. 70 crore and accordingly marks for average annual turnover was also correspondingly revised under evaluation criteria.</p> <p>However, this criteria pertains to revenue from consultancy services over a 5 year period from government sector assignment.</p> <p>The stipulated value is Rs.150 to Rs. 300 cr for five years (Rs.30 cr to Rs.60 cr per year on average) is only 40% of the value stipulated in the marking criteria relating to turnover (Rs. 70 cr to Rs.150cr).</p> <p>Thus this is not agreed to.</p>
Section 3 ITC and Data Sheet - Annexure III (Data Sheet) Finance Expert	<p><u>Qualification</u> - CA/ICWA/CMA or MBA with finance qualifications</p> <p><u>Experience</u> Total experience of minimum 3 Years Post Qualification experience in Financial Management & analysis for Power infrastructure related works/similar Projects.</p> <ul style="list-style-type: none"> a) Qualification - CA/ICWA/ CMA – 3 marks b) 1 mark for each additional year of experience beyond 3 years subject to maximum of 4 marks 	<p>Bidders have indicated that in qualification MBA with Finance has been kept but in experience scoring has not been allocated to MBA Finance.</p> <p><i>REC has kept this criteria with the intention to give preference to manpower with CA/ICWA/CMA qualification.</i></p> <p>Thus this is not agreed to.</p>

Clause#	Existing Clause	Modified Clause/Comments of REC
Section 3 ITC and Data Sheet - Annexure III (Data Sheet)	<p>Experience as project management consultant or implementation of Smart metering/energy accounting works for Power distribution sector in last 3 years (2018-19 to 2020-21) involving installation of a minimum of 5,000 Smart Meters (only completed works along-with integration with MDM to be taken).</p> <ul style="list-style-type: none"> Installation of 5,000 Smart Meters (5 marks) <p>Additional 2.5 marks for each additional lot of 2,000 Smart Meters subject to maximum 10 marks</p>	<p>SBD has been modified as follows:-</p> <p>Experience as project management consultant or implementation of Smart metering/energy accounting works for Power distribution sector in last 5 years (2017-18 to 2021-22) involving installation of a minimum of 5,000 Smart Meters (only completed works along-with integration with MDM to be taken).</p> <ul style="list-style-type: none"> Installation of 5,000 Smart Meters (5 marks) <p>Additional 2.5 marks for each additional lot of 2,000 Smart Meters subject to maximum 10 marks</p>
Section 7 III. Special Conditions of Contract 19.1.2	<p>For delay in providing the services of Experts including replacement of Experts and additional Experts as per GCC 34 & 35 respectively, the Consultant shall be liable to pay liquidated damages at the rate of 1 % of man-month rate of the Expert for each day of delay of providing the services of the Expert for all whose services are provided with delay</p>	<p>SBD has been modified as follows:-</p> <p>For delay in providing the services of Experts including replacement of Experts and additional Experts as per GCC 34 & 35 respectively, the Consultant shall be liable to pay liquidated damages at the rate of 1 % of man-month rate of the Expert for each day of delay of providing the services of the Expert for all whose services are provided with delay. Maximum liquidated damages shall be limited to 10% of total project value.</p>

Warm Regards,

Yours Sincerely

Kajal
(Dr. Kajal) 16/9/2021

Sh. Pankaj Kumar
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Copy to:

1. CMD, PFC, New Delhi
2. The Joint Secretary (Dist.), Ministry of Power, Government of India, New Delhi-1
3. Sr. CPM, RO, Lucknow