

Clarifications

NIT No. C-5/1/2021:CSEZA dated the 28th October, 2023

Tender ID: 2023_CSEZA_731932_1

Name of the work: **Request for Proposal (RfP) for selection of an agency for providing Operation, Maintenance & Management Consultancy (OMMC) services of power distribution system within Cochin Special Economic Zone (CSEZ)**

Sl. No.	RfP Tender Clause/Sub Clause No.	RfP Requirement	Bidder's query	CSEZA Response
1	Clause No.3.1.1	Should be a Central or State Public Works Organisation/ Public Sector Enterprise registered in India	Should be a Central or State Public Works Organisation/Public Sector Enterprise/ Public Limited Company promoted by or with major shareholding by Central or State Organizations registered in India.	No change in the existing Clause in RfP
2	Clause No.3.1.3	Should have Net profit of at least Rs. 50 lakhs for any three of the four Financial Years-2018-19, 2019-20, 2020-21 & 2021-22.	Should have Net profit for any one of the four Financial Years- 2018-19, 2019-20, 2020-21 & 2021-22. OR Should have Net profit for any two of the five Financial Years - 2018-19, 2019-20, 2020-21, 2021-22 & 2023-23	No change in the existing Clause in RfP
3	Clause No.2.4 Note 3	Either Resident Engineer or Assistant Engineer having BEE certification as Energy manager having three years experience will be considered as Energy Manager, However, he shall be fully aware of the energy auditing and reporting requirement of BEE as per the regulations for Energy auditing and Energy accounting	The availability of Electrical Engineer with BEE Certification as Energy Manager is comparatively less and the posting of such qualified person continuously at the site office will not be viable.	Refer Corrigendum – II

		of Distribution Licensees. Energy manager shall undertake all functions of Energy manager of CSEZA as per the regulations and prepare and endorse the periodic returns to BEE on behalf of CSEZA		
4	5.10; pg 23	<p>Material cost and labour cost for O&M Works: In extraordinary situations the OMMC may have to execute small works or supply goods and services incidental/consequential to operation, maintenance and management of PDS. In such situations, only the material cost shall be reimbursed provided the materials are not in stock. Besides, labour charges shall not be reimbursed, if the work is within the scope of work of the contractor concerned. However, if the work is executed through specialized team, both labour charges and material costs shall be reimbursed, provided the materials are not in the stock of CSEZA. When the above mentioned expenses on materials incurred by the OMMC reaches a threshold of Rs.50,000/-, an expenditure statement along with the bills may be submitted to CSEZA to keep effective check on utilization and reimbursement. CSEZA shall scrutinize the claim and only eligible amount shall be reimbursed.</p>	<p>In the cases where the work is executed by agency and reimbursed later, billing shall be made in the name of agency and the same shall be reimbursed from CSEZA at later stage. Hence agency shall be forced to procure services with payment of GST. Please clarify whether such payments shall be directly made by CSEZA to avoid GST issues or GST shall be reimbursed along with the bill amount to the agency.</p> <p>In emergency cases or on holidays or in cases where payment is to be made in advance, it would be difficult to make payment from CSEZA. Hence small GST payment may be reimbursed to agency and CSEZA may take input credit on the same, please clarify on the same.</p>	<p>It is clearly mentioned that such an eventuality is envisaged only in extraordinary situations. Since the OMMC agency is not eligible for GST exemption, they will have to pay the GST upfront for the material/service and hence would be eligible to Input tax credit on these items which can be used by them to pay any of their dues of GST. All billings should be in the name of OMMC agency.</p> <p>The reimbursement of the expenses will be made as and when the amount reaches Rs.50,000/- and on production of the expenditure statement.</p>

5	5.11; pg 23&24 6.8; pg 35	5.11 (ii) The Contract amount as per this RFP shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that the contract amount shall be inclusive of applicable GST with its Service Accounting code (SAC), rate and amount. Further, all payments shall be subject to deduction of taxes at source as per applicable laws. 6.8 Taxes and Duties: The charges indicated for services to be performed under the contract shall be inclusive of all taxes and duties as applicable.	As per financial proposal (Form 10) the bidders are asked to quote price excluding GST. However, in the Cl. 5.11(ii) & 6.8 it is mentioned as inclusive of GST. If any changes in any of the tax regime line GST to SEZ, the price inclusive of taxes will be an additional financial implication to the bidder, Kindly Clarify	Refer Corrigendum – II As per Section 16 of the IGST Act, 2017 all supplies to CSEZA are Zero Rated. When there is any amendment in the provisions of the said Act, OMMC can include GST in their bill and the same shall be paid.
6	5.11; pg 23&24	iii) The above is a lump sum contract and the successful bidder shall not be entitled to any additional payment (on account of Contract amount in this RFP), other than petty expenses as stated in Clause 5.11 and OMMC charges as stated in Clause 5.12.1.	Cl. 5.11 give no clarity on petty expenses, way of dispensing the same. GST on petty purchases, billing addresses of petty purchases etc Please clarify whether such payments shall be directly made by CSEZA to avoid GST issues or GST shall be reimbursed along with the bill amount to the agency. In emergency cases or on holidays or in cases where payment is to be made in advance, it would be difficult to make payment from CSEZA. Hence small GST payment may be reimbursed to agency and CSEZA may take input credit on the same, please clarify on the same.	It is clarified that if expenses are petty in nature, such amounts shall be reimbursed by CSEZA alongwith the GST. However, as mentioned at Sl. No.4 above, in extraordinary situations, for providing better service to the clients of CSEZA, the OMMC may have to carry out the work at their expenses by billing in the name of OMMC. In such a situation, since the OMMC agency is not eligible for GST exemption, they will have to pay the GST upfront for the material/service and hence would be eligible to Input tax credit on these items which can be used by them to pay any of their dues of GST .
7	8.2	The OMMC shall obtain necessary Statutory Approvals/Permission /Clearances /Certificates from the concerned Local Bodies & Statutory Authorities like District	It is presumed that the statutory fee payable shall be reimbursed or paid by CSEZA as it cannot be forecasted and may change from time to time. Please confirm.	CSEZA expects due diligence in all actions by an agency selected for the operation and management of the power distribution system. The

		<p>Authorities Municipal Corporation, Local Self Government Institutions, Town Planning Board, Electricity Board, Fire Department, State/Central Pollutions Control Boards, State/Central Environmental Authorities, Forest and Wild-life authorities etc, if any required before the start of the Project or during/after execution of the Project & before commissioning/ handing it over to the Procuring Entity. The OMMC shall be responsible and liable to pay any penalty imposed raised by the above authorities due to non compliance with the above. The OMMC shall be liable to compensate the Procuring Entity for any loss/damage caused by the actions taken by any authority/office/department affecting/stopping the works/project due to noncompliance with any of the statues rules or regulations in force.</p> <p>The OMMC shall ensure payment of all taxes, duties, fees and other impositions that may be levied under the applicable law to be paid by the Contractor or the OMMC. The OMMC shall be responsible to ensure that any tax burden/ deduction/benefit shall be incurred or availed with respect to the Project by the OMMC or the Contractor. No claim shall lie against the Procuring entity with regard to the above tax/duties/fees impositions of any kind related to the Project.</p>	<p>The penalty due to the late release of such payment/issue of cheque/realization of such amount may lead to penalty and agency cannot take responsibility of such penalty, please confirm.</p>	<p>Agency has to pay all statutory fees within time frame and the same shall be reimbursed by CSEZA.</p>
8	5.3.1; pg. 21	<p>The OMMC shall provide to CSEZA 24 hours, 7 days a week service by themselves. The OMMC will be equipped to receive (and register) complaints directly from the</p>	<p>The Clause insists availability of staff of the agency for 24x7 services. We presume that the readiness to attend the emergency cases without delay is sufficient and the staff need</p>	<p>Since power distribution system is an essential service for an industrial estate, CSEZA expects the selected</p>

		consumers, which shall be attended by the OMMC without delay. For all emergency case specifically in situation where critical equipment or part of network is down, the OMMC shall ensure that the consultation, assistance, advice and execution of work within minimum time period. In all other cases the complaint must be attended not later than specified in the Performance Standards prescribed in Annexure-D	not be available at the CSEZ office 24x7. If 24x7 availability of staff at office is required, then additional manpower for each shift has to be considered. Team compositions mentions only one shift staff and they will not be able to attend office 24x7. Moreover, weekly holidays and other Govt. holidays are being followed by all organizations. This will have a financial implication of additional 2 shifts of staffs. Please clarify.	agency be ready to attend duty in all emergency situations without delay in closed holidays as well without any addition of staff in shifts.
9	5.3.3; pg. 21	The OMMC will depute appropriate resources and manpower to monitor and manage the progress of the works. The OMMC shall ensure that the minimum number of personnel of the OMMC stated in Clause 2.4 in this documents is present at the sites from 8 AM to 6 PM on all six days a week.	The clause insists availability of staff from 8 am to 6pm on all six days. However, as per Cl. 5.3.1 it is 24x7 services. Kindly clarify. All organizations follow the office timings as per the regulation. The general office timing followed shall be 9 an to 5.30 pm in a five day week pattern and 10.00 am to 5.00 pm in a six day week pattern, Moreover, weekly holidays and other Govt. holidays are also being followed by all organizations. Hence, it would be possible to follow six day week pattern as the nature of work is like that. However, in emergency cases where specific requirement of specific staff are there, the timing shall be followed on advanced intimation. Kindly clarify.	
10	5.5.1; pg 22	Provide office space for the OMMC at reasonable rent of Rs.3,210/- per square meter per annum (revisable annually)	As office rent is a direct expense, the exact area or cost shall be provided for preparation of financial proposal. The annual revision of rate also may be mentioned as the tender is invited for engagement of agency for 3 years.	Around 1000 sq. ft. shall be provided for setting up office. There will not be any change in the rent for the next three years.
11	5.12 & 5.13; pg. 25	5.12 The contract amount as per this RFP shall be paid for the OMMC services for all executed works upto a value of Rs. 5.00	Clauses 5.12 & 5.13 is describing the works carried out through outsourcing under the supervision of agency. However the billing	In Clause 2.1 under the scope of work of OMMC, it is clearly mentioned that the OMMC shall verify and certify the

		lakhs..... 5.13 Original/Project works (Additional infrastructure related work)	and payment to the outsourcing contractor is not clearly mentioned in these clauses. If the billing of contractor is done to the agency and claimed from CSEZA, the GST shall not be paid by CSEZA to agency as supply to CSEZA is zero rated and supply to agency would be at prevailing GST rates. Kindly clarify on the same.	bills for payment.
12	2.4: pg. 16	Assistant Engineer Degree in Electrical Engineering 5 years' experience in the field of power distribution and maintenance.	Whether Diploma holder with more than 10 year experience will be considered eligible for this post ? (Generally in Licensee like KSEB, Diploma with 5 years experience is eligible for the post of assistant engineer)	Diploma holder with more than 10 year experience will not be considered eligible for this post.
13	2.4 ; pg. 16	IT Manager MCA/BTech/MSc (Computer Science/ IT) Minimum 5 years experience in IT operations and software development	Whether B.Tech in Electronics and Communication with more than 5 year experience in IT operations and software development will be considered eligible for this post? (The electronics and communication background would be helpful for the prepaid metering/smart metering system and software system)	Refer Corrigendum II
14	2.4; pg. 17	3. Either Resident Engineer or Assistant Engineer having BEE certifications as Energy manager having three years experience will be considered as Energy Manger.	As BEE Certified Staff/Energy Manager would be limited and involved in various projects as per statutory requirements, it would be difficult to deploy as a key personnel. Hence, kindly consider the BEE Certified Staff/Energy Manger as supporting personnel as and when required instead of key personnel	Refer Corrigendum – II
15	2.4	NOTE: After the selection of the OMMC through this RFP, CSEZA expects to negotiate a contract on the basis of the experts/key personnel named in the Proposal. Before contract negotiations, CSEZA will require assurances that the experts/key personnel will not consider substitutions during contract negotiations. If	The tentative date of engagement of agency/award of work may be mentioned as the key personnel proposed are to be mobilized and relieved from other duties accordingly. In case of delay in the finalization of contract and non availability of proposed staff at that	If there is any abnormal delay in finalization of contract, CSEZA may consider equivalent substitution for key personnel.

		this is not the case and if it is established that experts/key personnel were proposed without confirming their availability, the OMMC may be disqualified.	moment, equivalent substitutions may be considered.	
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