

**Clarifications / Amendments to the Expression of Interest issued for Empanelment of Consultants**

Following are the clarifications / amendments to the respective clauses of Expression of Interest Document No: BD/C/2022-23/01 dated 18/10/2022 issued by PTC India for Empanelment of Consultants.

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
1	2.2 Identified Areas	1 Power Distribution Management 2 Energy Efficiency & Energy Audit 3 Project Mgt Consultancy 4 Transmission & infra based services, 5. Facility Management Services, 6 Power Portfolio Management, 7 Battery Energy Storage System, 8 E-mobility 9 Green Hydrogen, 10 Regulatory & Policy, 11 Renewable Energy Solutions, 12 Carbon Trading 13 Climate Change, 14 Flexible Operations of Thermal Power Plant & 15 Capacity Building	1. We have experience in Power and Renewable Energy sector in the Valuation and Lender’s Engineer services. But we do not have experience in the other areas mentioned in cl. 2.2 of the document. PI inform if: a. If we can submit completion of Valuation/ LIE services in Renewable Sector as evidence to comply with s.no 2 of Cl 3 (Successful Execution of similar orders in the relevant field) of your document? b. Will it be considered as compliance with the eligibility criterion? 2. If the bidder is interested in applying for more than one identified area or multiple areas as provided in the TOR document, will there be a single EOI submission requirement, or the bidder needs to submit discreet EOIs for each identified area of our interest?	<ul style="list-style-type: none"> <li>Valuation and Lender’s Engineer experience would be considered under the ‘Renewable Energy’ area subject to availability of credentials</li> <li>Single EOI response is sufficient for more than one Identified Area</li> </ul>
2.	2.3 Scope & Responsibilities of empaneled consultants	To ensure fulfilment of regulatory compliances and licenses for the services being offered for. In this regard Empaneled Consultant shall indemnify PTC against any non-compliance and submit a declaration as per Annexure-3 on the company letter head duly signed by authorized signatory. Annexure-3 is attached.	<ol style="list-style-type: none"> <li>Delete this provision under clause 2.3</li> <li>It is understood that the attached Annexure 3 regarding Declaration of indemnification is applicable for any noncompliance, which are beyond the control of any empaneled firm.</li> </ol>	<p>Existing provision shall remain.</p> <p>It is against non-compliance of regulatory compliances and licenses.</p>

**EOI for Empanelment of Consultants: Clarifications /Amendments**

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
3	3. Criteria for evaluation & empanelment	The participant shall be Public / Private Limited Company, partnership firm / LLP or any other incorporated entity in India as per Company's Act 2013 and its amendments and should be in operation for last 2 years.	The participant shall be Public / Private Limited Company, partnership firm / LLP or any other incorporated entity in India as per Company's Act 2013 and its amendments and should be in operation for last 1 year	The provision stands amended as below:  The participant shall be Public / Private Limited Company, partnership firm / LLP or any other incorporated entity in India as per Company's Act 2013/ Societies Act and its amendments and should be in operation for last 2 years. Research Institutions and Government Academic Institutions shall also be eligible for empanelment.
			Sought clarifications on the nature of empanelment, as the application form is not designed for people from academia, who are willing to participate.	
		Attach CVs and certificate from Authorized signatory on company letter head	Kindly share the template for sharing the CVs of experts	Enclosed at Annexure A
		Criteria for Individual Consultants - " Participants are required to submit an undertaking on their employment status: Individual consultant/ Freelancers/Retired and not employed in any organization on a full time basis	Please share the format for the undertaking for the same.	Applicant can use their own format.
	The participant is not blacklisted by any of the Central/ State Departments/ undertakings in the past 2 years.	Please confirm that the self-declaration on a plain paper as worded below is acceptable to PTC India " I hereby confirm that I , .....has not been blacklisted by any of the Central/ State Departments/Undertaking in the past 2 years."	Yes	

**EOI for Empanelment of Consultants: Clarifications /Amendments**

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
			The participant is not blacklisted by any of the Central / State Departments / Undertakings in the past 1 year.	Existing provision shall remain
		6. CA certificate indicating Turnover and net worth along with copy of audited financial statements for the last 2 financial year.	CA certificate indicating Turnover and net worth along with copy of audited financial statements for the last financial year.	Existing provision shall remain.
		7. The Participants must have positive net worth in previous financial years	Remove the clause for positive net worth in previous financial year	Existing provision shall remain.
4	4.1 (b) Submission of Response to EOI	b) Interested participants are required to submit their response on or before 5 PM on 11.11.2022 to the following address: Mr. Baskaran Subramanian, Senior Vice President (BD & Consultancy), PTC India Limited, 2nd Floor, 15 Bhikaji Cama Place, New Delhi – 110066	Please confirm whether we need to submit the EOI in Hard copy at the details given in Clause 4.1 b) or it is sufficient to submit the EOI via email as per Clause 4.1 c) (submission via email to your email id). Only soft copy submission will be allowed or in both Hard & Soft copy submission need to do	1 hard copy and Soft copy of responses to be submitted.
5	4.2 Selection/ Empanelment of Consultants	b) An Participant intending to use credentials of its Parent Company/ Associates / Subsidiary Company,	Kindly share the template for sharing the bidder's credentials	Enclosed at Annexure B

**EOI for Empanelment of Consultants: Clarifications /Amendments**

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
		shall submit the 1) Power of Attorney 2) Board Resolution 3) Undertaking from the Parent / Associate / Subsidiary Companies for providing required technical and financial support to the participant towards his obligations after empanelment with PTC	How the empanelment will be done; sector wise (Identify Areas) or all together and how many CVs need to be provided from each identified area.	Empanelment will be for each identified areas. No limit on number of CVs.
6	4.3 (b) Period of Empanelment	b) The period of empanelment may be extended YoY basis as mutually agreed between PTC and the empaneled consultant. PTC will review the performances of the Empaneled Consultant on Half-yearly basis taking into account the market potential and development. However, PTC reserves the right to terminate the empanelment for its convenience at any time by giving one month notice.	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	Clause 4.3 is amended with new provision as given below sub-clause (c) as given below:  (c) The consultant shall have a right to exit the empanelment, for any breach of obligation, after serving 30 days notice for rectification to PTC.
7	4.4 Registration Fees	a) The firms interested to participate in this EOI shall furnish a non-refundable amount of Rs. 50,000/- (Rs. Fifty Thousand only) + GST as registration fees in favour of PTC under below mentioned details: Bank Name: ICICI Bank Ltd. A/c No. : 000705004302	Exemptions for MSME for the same and also to extend the submission date for one week  Provide details for getting Tax Invoice post submission of registration fees with PTC India Limited for the purpose of claiming GST Credit  Kindly suggest it will be refundable for unsuccessful bidder or not?	Existing provision shall remain.  GST invoice will be provided. PTC GST No: #07AABCP7947F1Z8  Yes, the registration fee shall be refunded to unsuccessful applicants.

**EOI for Empanelment of Consultants: Clarifications /Amendments**

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
		IFSC Code : ICIC0000007 Branch Address: New Delhi Branch, 9A, Phelps, Connaught Place, New Delhi-110001	It is requested to waive off registration fees for academic institutions, as these institutions cannot submit such fees at their end.  If the bidder is submitting EOI for more than one identified areas, the bidder needs to submit multiple bid Registration Fees, or single Registration Fees of the specified amount is sufficed?	The registration fee is waived off for academic institutions and R&D Centres falling under State / Central Government Departments / Organizations.  Single response with one registration fee for responding against multiple areas.
8	4.7 (d) Amendment to the information document	PTC, at its discretion, may extend the deadline for submission of Eoi, after considering the materiality of the amendment.	We request you to kindly extend the last date of online Eoi submission by 15 days from the date of issuance of final clarifications by PTC	The last date of submission is extended till 25 <sup>th</sup> Nov 2022
9	4.8 Confidentiality	The empaneled Consultants and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of PTC or its clients without the prior written consent of PTC.	It is proposed to add the following after the paragraph: “The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.” Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information.	The confidentiality obligations and survival period shall depend upon the terms of specific contract to be executed in future from the principal client.
10	4.11 Terms and Conditions of Empanelment	The empaneled consultant shall abide by all terms and conditions of empanelment for the complete period of empanelment	It is requested to share the Terms and Conditions of the empanelment for our internal review by our legal team.	Terms and Conditions of empanelment shall be as per the applicable provisions mentioned in the Eoi document.

**EOI for Empanelment of Consultants: Clarifications /Amendments**

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
		If the Consultant is unable to quote against any query floated by PTC, Regret letter must be sent, failure to do so repeatedly may result in deletion of the Consultant name from the approved list of Consultant	In case any empaneled vendor is not selected by PTC, please clarify whether that vendor can bid separately as competition in the tenders.	For opportunities created / sourced by PTC, the empaneled consultant shall not submit their offer separately or with other agencies.
		If the empaneled partner doesn't not respond to the enquiries on three different occasions or express their inability to quote for enquiries, PTC reserves the right to cancel the empanelment.	We are a consulting firm working with several clients and need to ensure there are no conflict of interest with existing clients/projects. The present clause is very stringent and it may so happen that three enquiries PTC sends may pose a conflict for us and for that reason the empanelment shouldn't be cancelled. For any enquiry, we shall inform PTC in case of any conflict of interest, independence issue or constraint in submitting response to enquiries of PTC/ its clients. PTC without any prejudice shall excuse us from such enquiries and shall not consider such enquiries under clause 4.11 (c).	The inability to respond to enquires due to conflict of interest issues, duly explained in writing, shall not be considered as default on the part of the consultant.
			We do not provide any type of advisory/ consultancy services with respect of "Regulatory and policy" areas. Hence, even if empaneled we will not have any liberty to participate in such type of services. Kindly clarify if we bidders can expressly bid for only selected identified areas at RFQ/RFP stage.	Empanelment will be for each identified areas based on the credentials.
			Whether the empaneled consultant is free to bid alone or partner with PTC's competitor for projects or the empaneled consultants need to always partner with PTC for the projects in which PTC is interested	For opportunities created / sourced by PTC, the empaneled consultant shall not submit their offer separately or with other agencies.

**EOI for Empanelment of Consultants: Clarifications /Amendments**

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
11	Annexures	1. The cover letter in the format mentioned in Annexure-1 should be part of the response of EOI. Duly signed by Authorized Signatory of the Company. The power of Attorney in favor of Authorized Signatory issued by competent authority shall be part of the proposal	We request you to kindly consider Board resolution only in lieu of Power of Attorney (PoA) as we use our Board Resolution for signing of all Proposals/Bids / Tender documents which authorizes our Partners to sign and no need to go for proposal specific PoA. Kindly consider the above request and confirm us the same.	Abstract of Board Resolution for Authorized Signatory may be submitted in place of POA.
			Whether Annexure-2 and Annexure-3 are mandatory for individual consultant, Whether personal resume needs to be attached	Annexure-1 & 3 are required to be submitted by individual consultant.
12	Annexure-3 Declaration of Indemnification	Declaration of Indemnification	There are several remedies available under law and contract to you for such breach of obligations. For example, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.  If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	The existing provision shall remain.
			Delete Annexure 3 Declaration of Indemnification	Existing clause shall remain

**EOI for Empanelment of Consultants: Clarifications /Amendments**

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
13	General Query		<p>Client is requested to limit consultant’s liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language:</p> <p>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	<p>The Limitation of Liability shall be as per the terms of specific contract to be executed with principal client in future.</p>
			<p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.</p>	<p>Shall be as per the terms of specific contract to be executed with principal client in future.</p>
			<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p>	<p>Pre-existing IPRs, if used, shall follow the existing ownership rights of the IPR. In case of new product development, IPR rights will be decided based on mutual understanding / contractual requirements.</p>



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S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
			<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	<p>Existing provision shall remain.</p> <p>It may be noted that it shall be based on the terms of specific contract to be executed in future from the principal client.</p>
			<p>Please confirm that for individual consultants, the following documents/submission is sufficient for evaluation purposes. If there is any other additional document required please define the same.</p> <p>Covering letter CV Annexure- 1 Annexure -3 Undertaking as per Page 3 Declaration against Blacklisting</p>	<p>As per existing provisions</p>
			<p>Some of the identified areas are new such as Green Hydrogen, carbon trading, etc and relevant credentials/ experience will not be available in India for some of these new/ upcoming areas. Hence, we suggest identified areas be divided into a) existing focused areas; and b) new and upcoming areas and bidders can highlight experience for existing focused areas in India/ globally, while credentials related to new/ upcoming areas can be submitted at time of RFQ/RFP stage.</p> <p>We also want to suggest there are upcoming areas such as energy transition, net zero cells, etc. which can also form part of new and upcoming areas</p>	<p>Existing provisions shall remain.</p>

**EOI for Empanelment of Consultants: Clarifications /Amendments**

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
			<p>Kindly provide clarity on type of work expected in future, number of consultants to be shortlisted, how will rotation of selected consultants be done, what will be criteria for evaluation at RFQ/RFP stage - Will it be a Least cost selection or Quality and Cost Based Selection, etc.?</p>	<p>No limit on number of consultants to be empaneled; Other aspects would be decided based on the size and nature of opportunity in future</p>
			<p>Since this is an EOI stage, kindly clarify whether the relevant supporting documents can be submitted at RFQ/ RFP stage. Generally, at EOI stage, credential pack and proposed CVs are shared. At RFQ/RFP stage, with detailed scope of available, relevant proofs such as work orders/ POs/ client certificates/ etc can be shared. Further, in case required, whether a CA certification for all projects suffice? Kindly confirm.</p> <p>Since this is an EOI stage, kindly clarify whether the relevant supporting documents can be submitted at RFQ/ RFP stage. Further, in case required, whether a CA certification for all projects suffice? Kindly confirm.</p>	<p>The participant is required to submit all the credentials/ CVs etc. as specified in EOI document for getting empaneled.</p>
			<p>Request PTC to clarify on participation as consortium member as we do not bid in Consortium Model. However, Accenture will be able to participate in bid as teaming partner, whether as a prime bidder or as a subcontractor to PTC.</p>	<p>Empaneled agency may play the role of consortium/ partner/ sub-consultant depending on the nature of opportunity and PTC's requirement.</p>
			<p>Request to clarify on facilitation towards submission of invoices and payment realization from client(s). We do not collect money on behalf of its client.</p>	<p>The purpose of this clause is to ensure that the allocated scope /deliverables by the consultant meets all requirements and enable the client to process release payments.</p>

**EOI for Empanelment of Consultants: Clarifications /Amendments**

<b>S. No.</b>	<b>Clause No.</b>	<b>Existing Clause</b>	<b>Comments Received</b>	<b>PTC Clarifications / Amendments</b>
			PTC shall have the right to cancel the empanelment and blacklist the firm for a period of three years, in case the information, furnished by the participant, is found incorrect at any stage. Request to amend this provision to submission of forged document.	The Eoi provision shall remain.
14	Addition of New Clause in Eoi	1. Add new clause - Transfer of IP	<p>PTC may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that Consultant owns in performing the Services.</p> <p>Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, PTC may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	<p>No change is considered.</p> <p>Refer response provided under S.No: 13 above related to IPRs.</p>

**EOI for Empanelment of Consultants: Clarifications /Amendments**

S. No.	Clause No.	Existing Clause	Comments Received	PTC Clarifications / Amendments
		2. Add new clause - Limitation of Liability	PTC (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. PTC (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	Refer response provided under S.No: 13 above.
		3. Add new clause - Confidentiality	Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:.....”	No change is considered.  Refer response provided under S.No: 9 above.
		4. Add new clause - Reports	Any information, advice, recommendations or other content of any reports, presentations or other communications Consultant provide under this Agreement (“Reports”), other than Client Information, are for PTC's internal use only (consistent with the purpose of the particular Services) including PTC's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. PTC may not rely on any draft Report and consultant shall not be required to update its Final Report.	Shall be as per the terms of contract with the principal client or mutual understanding for specific project, as the case may be.

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<b>S. No.</b>	<b>Clause No.</b>	<b>Existing Clause</b>	<b>Comments Received</b>	<b>PTC Clarifications / Amendments</b>
		5. Add new clause - Termination	Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to PTC if Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. Upon termination Consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.	No change is considered.
15	Deletion to Existing Clause	Disclaimer Point No. 4 - "Neither the PTC nor any of its employees will have any liability to any Participant or any other person under the law of contract, tort, the principles of restitution or unjust enrichment, or otherwise for any loss, expense, or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document, any matter deemed to form part of this EOI document, the process, the information supplied by or on behalf of PTC or its employees, or otherwise arising in any way from the selection process for the said supply of power"	Delete Clause	Existing provision shall remain

Annexure -A – Format for CV

*Name of Candidate*

*Proposed Position/ Expertise:*

<b>Name:</b>	<b>Nationality:</b>
Domain area of expertise	
Academic Qualification	
Key qualifiers:	

**Professional Experience:**

Years

**Most relevant work experience:**

Company Name	Area of Experience
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**Language Known:**

Language	Speaking	Reading	Writing

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Date:**  
\_\_\_\_\_

**Signature:**

**Full Name:**

**Annexure -B – Format for Project Credentials**

**Project Data Sheets**

<b>Assignment name:</b>	<b>Approx. value of the contract (in INR):</b>
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name of Client:</b>	<b>Total No. of staff-months of the assignment:</b>
<b>Contact Person, Title/Designation, Tel. No./Address:</b>	
<b>Start date (month/year):</b> <b>Completion date (month/year):</b>	<b>No. of professional staff-months provided by your consulting firm/organization or your sub consultants:</b>
<b>Name of associated Consultants, if any:</b>	<b>Name of senior professional staff of your consulting firm/organization involved and designation and/or functions performed (e.g. Project Director/Coordinator, Team Leader):</b>
<b>Description of Project:</b>	
<b>Description of actual services provided by your staff within the assignment:</b>	