RFP FOR CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST OF INDEPENDENT POWER PLANTS (IPPS) CLARIFICATIONS

	<u>CLARIFICATIONS</u>				
Sr	. No.	Reference Clause	Clarification Required	CPPA-G's Response	
	1	Liquidated Damages	LD's may not be imposed on Consultancy services.	Not merited pursuant to PPRA Consultancy Services Regulation, 2010	
	2	Article I. DEFTNITIONS Term ' The Term of the Contract shall be for a period of six (06) months unless earlier terminated as per terms and conditions of this Contract.	Timelines for 06 Months is short in view of complexity of the assignment.	The definition of Term: "The Term of the Contract shall be for a period of six (06) months, with the period of 03 months as grace period admissible by CPPA/Client upon satisfactory performance, unless earlier terminated as per terms and conditions of this Contract."	
	3	B. General Provisions, Pt. 09 The successful Bidder(s), at the time of main Contract award, shall furnish a Performance Guarantee in favor of CPPA-G against the offer, in the form of a bank guarantee issued by a Scheduled Bank having credit rating of AA or AAA (or equivalent) in Pakistan, of an amount equal to [20% of the contract amount. The Performance Guarantee shall cover the discharge of all obligations and responsibilities specified in the Contract. Failure to furnish the Performance. Guarantee within Seven (07) days of signing of the Contract will entitle CPPA-G to consider the Bidder(s) as having abandoned the Contract. The Performance Guarantee shall be for a period of one year and shall be subsequently extended annually till the expiration of the Contract. The Performance Guarantee shall be in accordance with the formal provided in APPENDIX C.	Requested to remove performance guarantee as there is a difference between Services and Works.	Not merited pursuant to PPRA Consultancy Services Regulation, 2010	
	4	APPENDIX A: Terms of Reference (ToRs) for Heat Rate Test for Gas based IPPs SOW Pt. 14. Apply all corrections as per EPC heat rate correction curves of the Complex. In case the EPC correction curves are not available for complex then independent consultant shall develop and validate the complex correction curves based on the available information from OEM in consultation with IPP and CPPA-G. The corrected heat rate will be adjusted with the degradation factors of PPA.	Heat Rate Degrdation Table may also be provided as part of Technical Data.	Heat Rate Degradation Table will be shared with the successful bidder.	