

**RfP No -01UPNEDA/BPM/2018 dated 17.12.2018
PreBid meeting dated 8.01.2019**

Response to Queries

	Name of Firm	Clause No	Clause	Query/Suggestion	UPNEDA's Response
	M/s PWC	Particulars of RfP page No 8	Period of work 24 months	Please clarify the capacity and number of bid process envisaged under this e-tender which the consultant needs to undertake for the specified scope of work	No of Bid process in tenure of contract 24 Months will depend on the targetted capacity for year 2019 and 2020 under the Solar Energy Policy -2017 .Approximate 6 bidding process .
		Scope of Work - Clause 2 (g) page No 28	Rebidding may have to be done in some circumstances. No extra payment shall be admissible to Consultant on account of this.	It is requested to cap any such number of rebidding under the tender since such rebidding can be due to various external factors not in control of the consultant	Not required as rebidding will be done in rare circumstances.
		Clause 9.3 1 d page No 21/22	Criteria for evaluation of CVs for three key personnel - Team leader, Technical & Procurement and Policy & Regulatory Specialist provided	As per list of annexure page 7, we are required to submit CVs for 4 positions namely Team leader, Financial Manager, Technical & Procurement and Policy & Regulatory specialist. Please share the evaluation requirement for Financial Manager if any envisaged in line with other Three CVs.	As stipulated in Bid document.
		Clause 8.3 (d) page No 17	It is mandatory that the key personnel specifically Team leader who is deployed for this consultancy assignment shall not be replaced till the contract closure.	Considering the period of work (as per page 8) which is envisaged for 24 months, for a consulting firm, continuation of resources for such long duration with the firm may not always be feasible. Thus it is requested to relax this clause to replacement of Team Leader with equivalent or better qualification requirements over the one specified under this etender with appropriate approval from UPNEDA	proposed to be ammended
		Form No T-2 page No 35	Assignment of similar nature during last 5 years	Please clarify what is to be specified in "column 5- Assignment awarded by" in the table provided in the Form	It is same as client for the assignment except in certain cases awarding authority may be different than client of project assignmnet
		Form No T-3 page No 36	Consultant may furnish the work plan, time schedule of the key staff for the various activities and methodology/approach to be involved in executing the assignment .The complete process of selection of Developer is scheduled to be completed by date _____	It shall be noted that the actual/scheduled date shall depend upon different factors/stakeholder that may not be controlled by the scope of services of the consultant. Thus, the information provided under this Form shall need to be considered tentative and revised accordingly	Tentative information may be provided .

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		Form No T-6 page No 40	It is declared that our firm_____has never been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project,	It is requested to allow the following language in the declaration for Form T6 as part of the submission “The bidding entity for this engagement is PricewaterhouseCoopers Private Limited (“PwCPL” or “we”). PwCPL is a private limited company registered under the Companies Act, 1956, and we are engaged in providing the professional services in the areas of tax, consulting and business advisory. I, Kameswara Rao, Partner of PwCPL, do hereby declare to the best of our knowledge and information available with us as on bid submission date that we have not come across any written directive by the Central / State Government in India, or any entity controlled by them, blacklisting PwCPL against providing such professional services as mentioned in the tender”	Proposed to be amended
		General	Liability	It is requested to consider the following language in Liability clause for the contract of the consultant “Our liability for all claims connected with this service or agreement (including but not limited to negligence), whether in contract, tort, statute or otherwise, is limited to the professional fees paid for the services under the contract”	As stipulated in Bid document to be considered at the time of signing of agreement to
		Clause 10 (1) page No 25	The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process	Kindly elaborate and confirm that the place of arbitration for all other disputes, shall be Lucknow	Place of arbitration for all other disputes, also shall be Lucknow
		Clause 3 (iii) page No 13	...Documentary proof to be enclosed. as Work completion certificate / In case of On-going assignment–bid evaluation, PPA Signing and Filing of Petition in SERC stage completion certificate or Proof in form of payment received with copy of contract agreement /contract closure certificate to be enclosed...	It is requested to consider the Proof in the form of payment received with copy of contract agreement also as the contract closure proof for completed projects as well.	Proposed to be amended
		Clause 3 (v) page No 13	A summarized sheet of turnover of last three years with average turnover for the year mentioned above certified by registered CA should be compulsorily attached. Bids with audited balance sheets copy enclosed without certificate attached will be rejected	Please share if there is any standard format or template expected as part of the submission for such CA certified summary	No

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		Clause 8.2 (f) page No 17	Blank copy of the in e-tender document signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures	Please clarify, our understanding is that this refers to the RfP document that needs to be signed on each page and submitted	RfP document signed on each page to be mandatorily submitted and uploaded .
	M/s Feedbak infra Pvt Ltd	9.3 Evaluation	Competitive Tariff based bidding process related to selection of developer for Utility Scale Grid connected Solar Power Projects. Firm's Experience Score ≥3 Nos. 25 ≥1 Nos. 15	It is submitted that, 3 number of project required for maximum marks. However, please clarify if three number of project have done with a single utility under single Work Order will be eligible for evaluation or the authority wants different projects with different clientele under different Work Orders. Please clarify.	Documentary proof to be submitted seperately for each assignmnet
		9.3 Evaluation	Competitive bidding process for Grid connected Renewable Energy/ Conventional Power Projects. Firm's Experience Score ≥5 Nos. 15	It is submitted that, 5 number of project required for maximum marks. However, please clarify if five number of project have done with a single utility under single Work Order will be eligible for evaluation or the authority wants different projects with different clientele under different Work Orders. Please clarify.	Documentary proof to be submitted seperately for each assignmnet
		Legal Queries	Liability and Indemnity	The liability / indemnity of the Consultant shall be limited up to the total amount of fees received by the Consultant till the date of arise of such liability / indemnity. The driving language for the purpose should be : "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 as on the date of raising of claim by the Client."	As stipulated in Bid document to be considered at the time of signing of agreement to
			Liquidated Damages	The amount of liquidated damages shall be capped up to the 10% of the total value of the contract.	

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			Dispute Settlement	An effective dispute settlement mechanism shall be provided by way of an amicable settlement, if not happen amicable, then as per the provisions of the Arbitration and Conciliation Act, 1996. Both Employer and the Consultant can refer the dispute for Arbitration by appointing their respective arbitrator and the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator.	
			Governing Law and Jurisdiction	In case of domestic RFPs – It should be governed as per the Indian Laws and courts of India. In case of International RFPs – Laws and courts of Singapore are recommended for contract.	As stipulated in RFP document
			Modification of the Contract	Modifications in the terms shall be in writing only and signed by both the There shall be an upper capping limit, say 10% of the contract value for performance bank guarantee in the 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 well as to be additional costs necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end	As stipulated in RFP document
			Bank Guarantee	There shall be an upper capping limit, say 10% of the contract value for performance bank guarantee in the favor of the client.	As stipulated in RFP document
			Force Majeure Period	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.	As stipulated in RFP document
			Confidentiality	Each party shall keep all the information shared confidential.	As stipulated in RFP document

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			Change in Applicable Law related to Taxes and Duties	If any rates of Tax are increased or decreased, a new Tax is introduced, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly or indirectly impacts tax liability of Consultant in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value.	Contract value to be quoted should be inclusive of all taxes except GST payable extra as per the applicability new tax will be covered in change in law
	M/s TUV SUD South Asia Pvt. Ltd	Page No. 10 of Tender Document; Section- 6. INTRODUCTION 1. Background	In the first year of policy implementation 1000 MW have been bid out and allocated for sale of power to UPPCL. It is proposed to bid out in phases about 2500 MW capacity of Utility Scale Standalone connected Ground Mounted Solar PV Power Projects to be installed in the State for sale of power to UPPCL. UPNEDA as the authorised representative of Procurer responsible for selection of project developers through bidding.	Please give clarity on number of phases in which bidding process is going to take place for about 500 MW capacity of Utility Scale Standalone Grid connected Ground Mounted Solar PV Power Projects to be installed in the State for sale of power to UPPC	500 MW proposed in each phase
		Page No. 8 of Tender Document; Particulars of RFP. & Page No.29 of Tender Document; 5. Output/Deliverables to be provided by the Consultant after signing of the agreement:	3. Period of work 24 months Time schedule Preparation and 01 week submission of RfP, PPA, escrow Agreement, Hypothecation deed and other documents as Filing of petition before 01 Week UPERC for approval of PPA and document for approval of deviations if Publication of notice 01 Week inviting e-bids after approval of Bid documents by UPERC	As per RFP Total project duration is 24 Months. Where as we understand tentative engagement of Consultant is approx. 4 Months.(15 weeks) Request you to kindly confirm the following: 1. Consultant engagement is only 4 months continuously or 4 months out of total project duration of 24 months. 2. Please clarify how many bid assignments consultants need to handle which is required to	Consultant engagement will be for each bidding process which will involve the activities mentioned .Therefore in each bidding process support provided will be continuous It may be on site or offsite as per the activity .
	M/s WAPCOS Ltd		As per the clause 3 of Detailed Terms of Reference it is mentioned that "The assignment each bidding process is schedule to complete as per the schedule given". "?"	In the above statement could you please clarify that what is meant by "Each bidding Process	Bidding process will involve the activities mentioned
				. It is also understood from clause 5 of the "ToR" that the Bid process management of each phase shall be of 15 weeks, whereas on page 8 of the RFP under "Particulars of RFP" the duration of the project is mentioned as 24 months.	Contract tenure is 24 months in which more than one bidding process will be carried out

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			It is desired from above that the bid process management of complete project is divided into number of Phases and each phase duration is 15 weeks, with a total project duration of 24 months. This may please be clarified.	It is desired from above that the bid process management of complete project is divided into number of Phases and each phase duration is 15 weeks, with a total project duration of 24 months. This may please be clarified.	Contract tenure is 24 months in which more than one bidding process will be carried out	
	M/s Axkyno Ltd	Cluase No 30 (iii) page no 12	The Applicant should have adequate consultancy experience of minimum 5 years in Grid connected Renewable/conventional Power sector with focus on competitive bidding process, planning, feasibility studies, reforms etc.	The Applicant should have adequate consultancy experience of minimum 7years in Grid connected Renewable/conventional Power sector with focus on competitive bidding process, planning, feasibility studies, reforms etc.	As stipulated in tender document .	
			The Applicant should have successfully handled at least 01 Consultancy/bid process management services in last five years for competitive bidding process related to selection of developer for Utility Scale Grid connected Solar Power Projects	The Applicant should have successfully handled at least 01 Consultancy/bid process management services in last seven years for competitive bidding process related to selection of developer for Grid connected Solar Power Projects or projects of conventional power sector	As stipulated in tender document .	
		clause No 8.8 page no 20	RFP fees of Rs 25000 +18 % GST The bidder shall furnish, as part of its bid, bid security of Rs. 50000 (Fifty thousand only) in the form of Bank guarantee issued by a nationalized bank or State Bank of India or any schedule Bank in India refer to those banks which are included in the 2 nd schedule of Reserve Bank of India, .	As MSME registered with any of agency DIC,Khadi & Village Industries commission, khadi & village industries board, National Small Industries corporation, Directorate of Handicraft & Handloom ,Udyog Adhar and on MSME portal should be exempted from paying RfP fees and EMD	As stipulated in tender document .	
		clause No 6 Terms of payment Page No 31			Mobilization advance of 10 % may be provided.	As stipulated in tender document .
		4.0 cnflict of Interest	v. a firm which has been engaged by UPNEDA to provide goods or works for a project and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project	We understand that this is a limiting clause for the firms providing goods or works for a project and is not applicable for firms providing srVICES or consultancy services is not limited from participating	It is applicable on firms providing srVICES or consultancy services	
		Part B Financial bid	The Lum sum price should include overhead/pocket expenses,travel,boarding and lodging visits etc	If the consultant is selected and is required to prepare the bid document of the solar project at aarticular site ,expenditure incurred for site visit should be considered for reimbursement.as we do not know how many site visits will be required to work out the exact cost likely to be incurred on site visit for the bid.Moreover this value may get inflated due to several assumptions so this should be removed from bid value and reimbursed in actual	For preparation of tender document no site visit is required .As stipulated in tender document .	
	M/s Mercados Energy Markets India Pvt Ltd	3.0 essential eligibility criteria	The Applicant should have an average turnover of Rs. 10crore (Rupees Ten crore) for last 3 consecutive years (2017-18, 2016-17, 2015-16)	The Applicant should have an average turnover of Rs. 5 crore (Rupees five crore) for last 3 consecutive years (2017-18, 2016-17, 2015-16)	As stipulated in tender document .	
		9.3 evaluation Technical criteria	Avg Annual Turnover from consultancy services in last three years >20 crores score - 10	Avg Annual Turnover from consultancy services in last three years >7 crores score - 10	As stipulated in tender document .	
		9.3 evaluation Technical criteria	Avg Annual Turnover from consultancy services in last three years >10crores score - 5	Avg Annual Turnover from consultancy services in last three years >5 crores score - 5	As stipulated in tender document .	

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		essential eligibility criteria	The Applicant should have successfully handled at least 01 Consultancy/bid process management services in last five years for competitive bidding process related to selection of developer for Utility Scale Grid connected Solar Power Projects	The Applicant should have successfully handled at least 01 Consultancy/bid process management services in last five years for competitive bidding process related to renewable energy/conventional power project	As stipulated in tender document .
		9.3 technical evaluation	Competitive Tariff based bidding process related to selection of developer for Utility Scale Grid connected Solar Power Projects	bid management consultancy/bid advisory for utility Scale Grid connected Solar Power Projects	As stipulated in tender document .
			Competitive bidding process for Grid connected Renewable Energy/conventional Power Projects	competitive bidding process/bid advisory management consultancy/for Grid connected Renewable energy bidSolar Power Projects	As stipulated in tender document .
			RFP fees of Rs 25000 +18 % GST The bidder shall furnish, as part of its bid, bid security of Rs. 50000 (Fifty thousand only) in the form of Bank guarantee issued by a nationalized bank or State Bank of India or any schedule Bank in India refer to those banks which are included in the 2 nd schedule of Reserve Bank of India, .	should be exempted for MSME	As stipulated in tender document .