

Pre-Bid Queries & Responses

Tender ID: 2024_INVUP_941423_1

(Request-for-Proposal for Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh)

Pre-Bid Meeting: 7th August 2024

S. N.	Clause No. <Page No.>	Tender Clause	Query Received	Response
TRACTEBEL ENGINEERING pvt. ltd.				
1	Section-II, Point No. C, Point No. 13 <Page No. 13>	The Bidder shall furnish as part of its Proposal, an EMD of Rs.5,00,000/- (Rupees Five lakhs) has to be paid through NEFT or RTGS before the bid submission end date and time.	It is kindly requested to allow Earnest Money Deposit in the form of Bank Guarantee. Kindly confirm	As per RFP
2	Section-III, Point No. A, Point No. 1 <Page No. 15>	The Client shall provide the all the details of identified PSP sites which are allotted and yet to be allotted to the Consultant	Kindly share the details of identified PSP sites to understand the quantum of work involved/ Number of projects to be studied which will enable consultants in determination of their price.	The list of PSPs for which In-principal approval is given by State Govt. can be accessed at Invest UP website on following link: https://invest.up.gov.in/list-of-approved-ssp-projects/ . List is also enclosed as Annexure - 2
3	Section-III, Point No. A, Point No. 8 <Page No. 16>	The Consultant would necessarily associate a specialized agency as a subconsultant who have NABED certification in so far as environmental aspect of the above studies are concerned.	It is unclear what extent of Environmental study is to be done for this assignment. Kindly clarify.	Environmental study should include Aquatic and Terrestrial Ecosystems, Water Quantity, Geology and Soils, Hydrological Impacts, Seismic and Environmental impacts such as tree felling, etc.
4	Section-IV, Point No. A <Page No. 17>	The bidder should have provided consultancy Services for identification of Greenfield PSP sites and preparation of Pre-Feasibility Report (PFR) for Pumped Storage Projects of at least 5 nos. with capacity more than 1000 MW in last 5 years.	It is kindly requested to consider Consultants experience in preparation of Pre-Feasibility Report (PFR)/ Detailed Project report (DPR)/ Feasibility Report (FR)/ Concept note for Pumped Storage Projects/ Hydroelectric projects of at least 5 nos. with capacity more than 250 MW in last 10 years. Kindly modify the technical criteria to enable the consultant to score good marks in the evaluation process.	As per Corrigendum – 1 below

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S. N.	Clause No. <Page No.>	Tender Clause	Query Received	Response
5	Section-IV, Point No. B, Point No. D, Point No. A (ii), B (ii), C (ii), D (ii) <Page No. 18- 19>	Experience in preparation of Pre-Feasibility Reports of at least 5 pumped storage projects (four projects: no mark)	As stated in above point, Experts experience in preparation of Pre-Feasibility Report (PFR)/ Detailed Project report (DPR)/ Feasibility Report (FR)/ Concept note of at least 5 Pumped Storage Projects/ Hydroelectric projects may kindly be considered.	As per Corrigendum – 1 below
6	Section-IV, Point No. B, Note, Point No. 10 <Page No. 20>	Only projects carried out in India will be considered for evaluation	International projects may also be considered for evaluation purposes.	As per Corrigendum – 1 below
7	Section-IV, Point No.1 <Page No. 22>	Delay at any stage in execution of the contract due to reasons solely attributed to successful agency/firm/bidder beyond the time schedule as agreed or any extension thereof granted by the Invest UP shall attract penalty at the rate of 1% of the total contract value per week of delay subject to maximum of 10% of the total contract value.	Penalty shall be applicable only on the delayed portion of contract value instead of full contract value. - Also, If the Consultant completes a phase/ milestone of the project within the agreed-upon timeframe as outlined in the agreement, any penalty previously incurred/levied for that specific phase shall be reimbursed or waived	As per RFP
8	Section-V, Point No.1 <Page No. 28>	Limitation of Liability of the consultant towards Invest UP and vice versa shall not exceed the contract value.	Following Clause may kindly be added: Neither Party shall be liable to the other Party for any loss of use, loss of production or loss of profits or any other indirect or consequential damage, whether foreseeable or not, that may be suffered by the other Party.	As per RFP

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DMR ENGINEERING

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1	Section-IV, Point No. A <Page No. 17>	The bidder should have provided consultancy Services for identification of Greenfield PSP sites and preparation of Pre-Feasibility Report (PFR) for Pumped Storage Projects of at least 5 nos. with capacity more than 1000 MW in last 5 years.	The bidder should have provided consultancy Services for identification of Greenfield PSP sites and preparation of Pre-Feasibility Report (PFR)/Detailed Project Report (DPR) for Pumped Storage Projects/ Hydro Electric Projects of at least 3 nos. with capacity more than 1000 MW in last 5 years.	As per Corrigendum – 1 below
2	Section-IV, Point No. A <Page No. 17>	Minimum average annual turnover of the bidder shall not be less than INR 10 Crores during last 3 (three) Financial Years i.e., FY 2022-23, FY 2021-22 and FY 2020-21	Minimum average annual turnover of the bidder shall not be less than INR 5 Crores during last 3 (three) Financial Years i.e., FY 2023-24, FY 2022-23, FY and 2021-22.	As per RFP
	Section-IV, Point No. B Note Point-B <Page No. 18>	Work Experience in last 10 years reckoned from the date of publication of RFP Proof: (documentary evidence like Completion Certificate from the Client / Acceptance letter / Work Order or Purchase Order along with filled Annexure – IV. For each completed project separate filled Annexure – IV is to be provided.)	No. of Completion Pre-Feasibility Reports/ Detailed Project Report having capacities more than 1000 MW Proof: (documentary evidence like completion certificate from the Client / Acceptance letter / Work Order or Purchase Order along with filled Annexure – IV. For each completed project separate filled Annexure – IV is to be provided.) (i) 3 projects (less than 3 projects: no marks): 15 Marks (ii) 3 – 5 projects: 30 Marks (iii) Equal to or more than 5 projects: 40 Marks	As per Corrigendum – 1 below
	Section-IV, Point No. B Note Point-E <Page No. 18>	Financial Capacity - Average Annual Turnover during last three FYs INR 10 - 15 Crore (less than 10 Crore: no mark) More than 15 Crore	Financial Capacity - Average Annual Turnover during last three FYs INR 5-7 Crore (less than 5 Crore: no mark): 3 Marks More than 7 Crore: 5 Marks	As per RFP


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Aquagreen Engineering Management Private Limited,

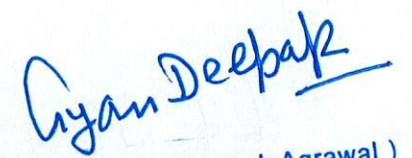
S. N.	Clause No. (Page No.)	Tender Clause	Query Received	Response
<u>1</u>	Section-IV, Point No. J <Page No. 23>	The study shall be completed within 5 months from the date of issue of the contract. Deliverables under the contract will include the following: The inception report should be submitted with-in 1 (T+1) month of the issue of letter of award of work. The inception report should include the detailed methodology to be followed and a comprehensive work-plan for the assignment. The work shall be carried out as per the mutually finalized time schedule and regular interactions with the officials. • 1st Milestone: The draft findings/report should be submitted within 1 (T+2) months for the review of Invest UP for providing inputs on the analysis. • 2nd Milestone: Final report should be submitted after incorporating the feedback & comments from Invest UP and should be submitted within next 2 (T+4) months	There seems to be some typographical error in this clause The study shall be completed within 5 months from the date of issue of the contract. The milestones may probably need to be amended as given below- • 1st Milestone: The draft findings/report should be submitted within 2 (T+3) months for the review of Invest UP for providing inputs on the analysis. • 2nd Milestone: Final report should be submitted after incorporating the feedback & comments from Invest UP and should be submitted within next 2 (T+5) months	As per Corrigendum – 1 below
<u>2</u>	Section-II, Point No. C Note Point-13 <Page No. 13>	The Bidder shall furnish as part of its Proposal, an EMD of Rs.5,00,000/- (Rupees Five lakhs) has to be paid through NEFT or RTGS before the bid submission end date and time. The payment has to be made to the account of Invest UP	As per the Rule 170 of GFR circular from Ministry of Finance, Government of India, "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempted from submission of EMD (Bid security). Keeping in view of the above, we kindly request the department to exempt the EMD and Tender fees for MSME companies.	As per RFP
<u>3</u>	Section-IV, Point No. A <Page No. 23>	To continue this momentum and usher in a new era of Governance Reform, the Government of Uttar Pradesh now plans to identify & analyze potential PSP sites in Uttar Pradesh for following divisions. • Chitrakoot Dham • Jhansi • Varanasi • Vindhyachal	The number of projects' sites in each of the four divisions may be specified so that the bidders can estimate the cost of site visits and assess the quantum of project wise work and submit their price bid accordingly. This will also help the client to bring all the bidders at par for price comparison.	Bidders need to propose the maximum number of projects that they can identify at each Division. Marking will be done accordingly. Refer Corrigendum below


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S. N.	Clause No. (Page No.)	Tender Clause	Query Received	Response
4	Section-III, Point No. A Note Point-8 <Page No. 16>	The Consultant would necessarily associate a specialized agency as a sub-consultant who have NABED certification in so far as environmental aspect of the above studies are concerned	Following two aspects need clarifications: 1. There is no format for furnishing the details of the NABET accredited environmental specialized agency who shall be associated with this study. 2. The scope of work to be done by the specialized environmental agency (NABET accredited) is not clear. The evaluation of cumulative impact of all the projects needs to be elaborated with detailed terms of reference, which is the usual practice	Environmental study should include Aquatic and Terrestrial Ecosystems, Water Quantity, Geology and Soils, Hydrological Impacts, Seismic and Environmental impacts such as tree felling, etc.
5	Section-V, Point No. B Note Point-1 Note Point-2 <Page No. 24>	The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services" under the ongoing contract. The consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below: 1. Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing	It needs to be kindly clarified that if a prospective bidder has been involved in identification, DPR preparation, Detailed Design, EIA studies etc. of Pumped Storage Projects in the specified four divisions of Uttar Pradesh, then whether they are eligible to participate in this bid or not?	As per Corrigendum – 1 below

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	<p>consulting services related to those goods, works or services. Conversely, a Consultant/ Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.</p> <p>2. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project</p>		
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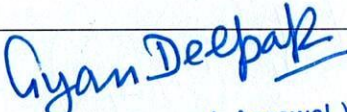

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Corrigendum – 1

Tender ID: 2024_INVUP_941423_1

(Request-for-Proposal for Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh)

Clause No. <Page No.>	Existing Clause	Revised Clause
Section-III, Point No. A, Point No. 8 <Page No. 16>	The Consultant would necessarily associate a specialized agency as a sub-consultant who have NABED certification in so far as environmental aspect of the above studies are concerned.	The Consultant would necessarily associate a specialized agency as a sub-consultant who have NABED certification, provided the bidder doesn't have it, in so far as environmental aspect of the above studies are concerned. The details of NABED Certified Bidder should be provided as per format in line with notification of Ministry of Environment and Forest, Government of India, provided in Annexure – 1 of this Corrigendum.
Section-IV, Point No. A <Page No. 17>	The bidder should have provided consultancy Services for identification of Greenfield PSP sites and preparation of Pre-Feasibility Report (PFR) for Pumped Storage Projects of at least 5 nos. with capacity more than 1000 MW in last 5 years.	The bidder should have provided consultancy Services for identification of at least 5 Greenfield PSP/Hydroelectric project sites and preparation of Pre-Feasibility Report (PFR) for these Projects of capacity more than 500 MW each in last 5 years and aggregate capacity of more than 2000 MW in last 5 Years. Out of these 5 project sites at least 3 should be of Greenfield PSP.
Section-IV, Point No. B <Page No. 18>	No. of Completion Pre-Feasibility Reports having capacities more than 1000 MW	No. of Completion Pre-Feasibility Reports having capacities more than 500 MW each
Section-IV, Point No. B, Point No. D, Point No. A (ii), B (ii), C (ii), D (ii) <Page No. 18-19>	Experience in preparation of Pre-Feasibility Reports of at least 5 pumped storage projects (four projects: no mark)	Experience in preparation of Pre-Feasibility Report (PFR)/ Detailed Project report (DPR)/ Feasibility Report (FR)/ Concept note of at least 5 Pumped Storage Projects/ Hydroelectric projects. (four projects: no mark)
Section-IV, Point No. B,	Only projects carried out in India will be considered for evaluation	Projects carried out anywhere in the world will be considered for evaluation


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Note, Point No. 10 <Page No. 20>		
Clause No. <Page No.>	Existing Clause	Revised Clause
Section-IV, Point No. J <Page No. 23>	<p>Timelines and Key Deliverables</p> <p>The study shall be completed within 5 months from the date of issue of the contract. Deliverables under the contract will include the following:</p> <p>The inception report should be submitted with-in 1 (T+1) month of the issue of letter of award of work. The inception report should include the detailed methodology to be followed and a comprehensive work-plan for the assignment. The work shall be carried out as per the mutually finalized time schedule and regular interactions with the officials.</p> <ul style="list-style-type: none"> ▪ 1st Milestone: The draft findings/report should be submitted within 1 (T+2) months for the review of Invest UP for providing inputs on the analysis. ▪ 2nd Milestone: Final report should be submitted after incorporating the feedback & comments from Invest UP and should be submitted within next 2 (T+4) months. 	<p>Timelines and Key Deliverables</p> <p>The study shall be completed within 5 months from the date of issue of the contract. Deliverables under the contract will include the following:</p> <p>The inception report should be submitted with-in 1 (T+1) month of the issue of letter of award of work. The inception report should include the detailed methodology to be followed and a comprehensive work-plan for the assignment. The work shall be carried out as per the mutually finalized time schedule and regular interactions with the officials.</p> <ul style="list-style-type: none"> ▪ 1st Milestone: The draft findings/report should be submitted within 2 (T+3) months from submission of inception report for the review of Invest UP for providing inputs on the analysis. ▪ 2nd Milestone: Final report should be submitted after incorporating the feedback & comments from Invest UP and should be submitted within next 2 (T+5) months.
Section-V, Point No. B <Page No. 24>	<p>Conflict of Interest</p> <p>The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment</p>	<p>Conflict of Interest</p> <p>The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment</p>

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other than a continuation of the Services" under the ongoing contract. The consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below:

1. Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/ Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
2. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) and Scope of Work for an assignment shall not

other than a continuation of the Services" under the ongoing contract. The consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below:

1. Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/ Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
2. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) and

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	<p>be hired for the assignment in question.</p> <p>3. Relationship with Employer's staff: Consultants (including their personnel an sub- consultants) that have a business or family relationship with such member(s) of the Employees (Invest UP) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;</p> <ol style="list-style-type: none"> a. The preparation of the TOR of the contract, b. The selection process for such contract, or c. Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work. 	<p>Scope of Work for an assignment shall not be hired for the assignment in question.</p> <p>3. Relationship with Employer's staff: Consultants (including their personnel an sub- consultants) that have a business or family relationship with such member(s) of the Employees (Invest UP) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;</p> <ol style="list-style-type: none"> d. The preparation of the TOR of the contract, e. The selection process for such contract, or f. Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work. <p>4. Relationship with existing PSP developers: Bidder should not be in explicit business with any of the existing PSP developer, to whom Government of UP have given in-principal approval.</p>
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Annexure – 1

ENVIRONMENTAL AGENCY'S PARTICULARS

#	Particulars	Description/Details	Ref. Documents	Page No.
A	Name of NABET accredited Environmental Agency			
B	Contact Details			
	a. Address			
	b. Mobile/Telephone			
	c. Fax			
	d. email			
	e. Website			
C	GSTIN Number			
E	NABET Registration Number			
D	Name of Managing Director / CEO			
E	Name, Designation & email of Authorized signatory			
F	Relevant Experience Details			

Signature

In the Capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....


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Annexure – 2

S N	Name of Company	Location & Source			Water Required		Capacity	Approved on
		Village	District	Water Source	One time	Annual Recouping		
1	Greenko Group	Gurar	Sonbhadra	Sone River	43.66 MCM	27.629 MCM	3660 MW	25 th May 2023
2	Torrent Power	Shoma	Sonbhadra	Sone River	36.61 MCM	3.7 MCM	2400 MW	25 th May 2023
3	JSW Neo Energy	Kandhaura	Sonbhadra	Sone River	18.00 MCM	3.243 MCM	1200 MW	25 th May 2023
4	ACME Cleantech Solutions	Mobarakpur	Chandauli	Musakhand Dam & Reservoir	13.00 MCM	2.5 MCM	600 MW	28 th July 2023
5	ACME Cleantech Solutions	Songarha	Mirzapur	Adwa Dam & Reservoir	16.00 MCM	2.5 MCM	900 MW	28 th July 2023
6	Torrent Power	Shashnai	Sonbhadra	Sone River	38.51 MCM	3.9 MCM	1750 MW	28 th July 2023
7	Avaada Water Battery Pvt. Ltd.	Chichlik	Sonbhadra	Sone River	15 MCM	2 MCM	1560 MW	14 th December 2023
8	Amunra Infratech & Agritech Pvt. Ltd.	Jhariya	Sonbhadra	Sone River	17.96 MCM	2.57 MCM	1620 MW	12 th February 2024
9	Adani Green Energy Ltd.	Pusauli	Sonbhadra	Sone River	13.22 MCM	1.5 MCM	1500 MW	20 th June 2024
10	THDC Ltd.	Bashuari	Sonbhadra	Sone River	15.031 MCM	2.565 MCM	1200 MW	25 th July 2024


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Corrigendum – 2: Change in Bid Schedule

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Clause No. (Page No.)	Existing Schedule	Revised Schedule																																								
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