



Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

CIN No. U40106MH2021SGC358784

Ref: MAHAPREIT/OPR-02/24/N2

Date:13/01/2025

CLARIFICATION ON PRE-BID QUERIES

Reference:

- 1) RFQ No.: - MAHAPREIT/OPR-02/24
- 2) Tender Id: - 2024_SJASA_1119087_1.
- 3) Pre-Bid meeting dated 02/01/2025 at 03.00 PM.

The Clarification on Pre-Bid Queries for e-RFQ For empanelment of the agency to provide Experts on a retainership basis to assist MAHAPREIT in undertaking various projects in Energy, Industrial Decarbonization, and Emerging Technologies domains.

S.N.	Existing clause	Bidder queries/request	Remark
A)	Deloitte Touche Tohmatsu India LLP		
1	Annexure 6 On page No. 31 - Assignments of similar nature during last 5 years	<p>Query:</p> <p>Does documentary evidence for qualification criteria in Schedule VIII include proof in form of work orders, invoices from clients, on-going work certificate on client's letterhead?</p> <p>Proposed:</p> <p>We request MAHAPREIT to consider work orders and payment invoices as documentary proofs of work experience, as some of the clients may not practice issuing "Work Completion" certificates.</p> <p>Rationale:</p> <p>Many of our relevant engagements are with Private sector and International Funding Agencies, which do not issue completion certificate.</p> <p>International Funding Agencies work closely with State and Central Government in the areas of renewable energy, industrial decarbonization and other emerging technology areas. Therefore, we request you to allow Work Order/Engagement Letter along with payment proof or CA certificate as proof of engagement completion.</p> <p>This is a standard practice followed by many Government agencies and funding agencies.</p>	Tender Conditions Prevail.
2	Annexure 6 On page No. 31 - Assignments of similar nature during last 5 years	<p>Proposed:</p> <p>We request MAHAPREIT to please exempt requirement of supporting documents of the on-going works</p>	Tender Conditions Prevail.

		<p>While it is possible to give details on contracts, it is difficult to provide the proofs for the same of outstanding engagements.</p> <p>Rationale Some of the reasons supporting our request are outlined below:</p> <ol style="list-style-type: none"> 1. We as firm are engaged in multiple commitments and projects, at various location, with private or government clients. <p>We understand the intent of MAHAPREIT to gauge the capabilities and current obligation of firm. If this is the intent, these proofs are not used for evaluation, and exemption from proofs in this matter will not be changing competitive criteria.</p>	
3	<p>Clause No 4.3, technical evaluation criteria, Sr No. (15) of the table: -</p> <p>Approach and Methodology for Proposed Assignment Agency to make Presentation to MAHAPREIT on Understanding of client's requirement, Adequacy and Quality of Resources proposed for Deployment including support team and/ experts, Approach, Methodology and Work Plan. Marks 30</p>	<p>Clarification: We request MAHAPREIT to clarify following queries:</p> <ul style="list-style-type: none"> • Does the bidder have to present the Approach and Methodology to Evaluation Committee physically or virtually? Or does bidder have to attach the presentation along with the proposal? <p>If the presentation is to be attached along with proposal, how do we attach the presentation with the document, as there is no separate annexure asking for attachment?</p>	The presentation will be arranged separately at MAHAPREIT. Schedul for presentation shall be conveyed at appropriate time.
4	<p>Clause No 4.3, technical evaluation criteria, Sr No. (6) of the table: -</p> <p>Team Leader B.E./B. Tech and MBA</p> <ul style="list-style-type: none"> • > 6 and upto 8 years of relevant experience - 4 marks • > 8 and upto 10 years of relevant experience - 6 marks > 10 years of relevant experience - 8 marks 	<p>Proposed: We understand MAHAPREIT requires BE/BTech and MBA. We request MAHAPREIT to allow BE or BTech or MBA.</p> <p>Rationale: An experience resource of more than 10 years would have led sufficient number of large projects and would satisfy the leadership of Consultancy's team.</p>	Tender Conditions Prevail.
5	<p>Clause No 4.3, technical evaluation criteria, Sr No. (8) of the table: -</p> <p>Project Engineer (04 Nos) B.E./B. Tech (Electrical/ Mechanical) with proficiency in MS Office</p> <ul style="list-style-type: none"> • 2 and upto 3 years of relevant experience per expert - 1 marks 	<p>Proposed: In the clause 4.3 (8), the qualification of project engineer requires Electrical or Mechanical concentration. We request MAHAPREIT to relax the mandatory requirement and allow all streams of engineering.</p>	Tender Conditions Prevail.

	> 3 years of relevant experience per expert- 1.5 marks		
6	<p>Clause No. 3.8, EMPANELMENT FEES:</p> <p>The successful bidder shall have to pay Rs. 50,000/- (Ten thousand only) plus GST, non-refundable empanelment fees prior to the issue of Letter of Award (LoA) by MAHAPREIT.</p>	<p>Clarification:</p> <p>We understand that it is a clerical mistake and the actual Empanelment fees is Rs. 50,000/- plus GST. Requesting you to provide clarification on the Empanelment fees.</p>	<p>Amended Clause as follows:</p> <p>Clause No. 3.8, EMPANELMENT FEES:</p> <p>The successful bidder shall have to pay Rs. 50,000/- (Fifty thousand only) plus GST, non-refundable empanelment fees prior to the issue of Letter of Empanelment (LoE) by MAHAPREIT.</p>
7	<p>Clause No. 3.4.2, If the application is made by an LLP, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such an LLP may be required to furnish satisfactory evidence of its existence before the pre-qualification is ed.</p>	<p>Proposed:</p> <p>We request you to allow Board Resolution specifying the name of duly authorized person as an evidence to verify the authorized person.</p>	<p>Accepted. However, Bidder has to submit Annexure 2 of Format of Power of Attorney for Signing Bid Authorization letter on page 27.</p>
8	<p>Clause No. 3.11 on page 11, 3.11.6 The agency should have knowledge of power sector with experience in areas relevant to scope of work as stipulated below in the past 5 financial years.</p> <p>a) The agency should have experience of Project Management Consultancy of at least one power sector assignment across any location in India (at least 1 assignment).</p> <p>b) The agency should have experience of Bid Process Management for at least one power sector assignment (at least 1 assignment).</p> <p>c) The agency should have experience of providing manpower on retainership basis for consultancy assignments in power sector to any Government Utility for minimum continuous period of two (2) years (at least 1 assignment).</p>	<p>Proposed:</p> <p>We request you increase the minimum experience requirement for Project Management and bid process management of at least 3 assignments in last 5 FYs.</p>	<p>Tender Conditions Prevail.</p>
9	<p>Clause No. 3.28 on page 17, 3.28.1 In case agency is unable to provide the expert/s within 15 days from the MAHAPREIT</p>	<p>Proposed:</p> <p>Placing quality resource at any location require minimum 30 days</p>	<p>Tender Conditions Prevail.</p>

	request then, a penalty of 1.5 times per day of the rate mutually agreed against that particular expert/s.	looking at the administrative and logistical point of view. Therefore, we request you to revise the timeline specified for penalty being levied from within 15 days to within 30 days.	
10	<p>4.3 Technical Evaluation Criteria, Sr No. (10) of the table:</p> <p>- Industrial Decarbonisation/Climate Change Expert B.E./B. Tech</p> <ul style="list-style-type: none"> • 3 and upto 5 years of relevant experience - 2 Marks • years of relevant experience - 3 Marks • Expert having experience of at least one (1) assignment/project related to Industrial decarbonisation/climate change 2 marks additional <p>Total 5 Marks</p>	<p>Clarification:</p> <p>We understand that it's a clerical mistake and more than 5 years' experience in Industrial Decarbonization/climate change will fetch 3 marks.</p> <p>Please confirm.</p>	<p>Clause amended as follows:</p> <p>Clause No. 4.3, S.R. No 10 of table: - Industrial Decarbonisation/ climate change Expert B.E./B. Tech</p> <ul style="list-style-type: none"> • 3 and upto 5 years of relevant experience - 2 Marks • <u>> 5</u> years of relevant experience - 3 Marks • Expert having experience of at least one (1) assignment /project related to Industrial decarbonisation/climate change 2 marks additional <p>Total – 5 marks</p>
11	<p>4.3 Technical Evaluation Criteria, Sr No. (13) of the table:</p> <p>- Project Management Expert B.E./B. Tech/MBA</p> <ul style="list-style-type: none"> • > 3 and upto 5 years of relevant experience in Project Management of medium to big-size projects 3 Marks <p>> 5 years of relevant experience in Project Management of medium to big-size projects - 4 Marks</p>	<p>Clarification:</p> <p>We request to please define the mid-size and big-size projects for better clarity.</p>	Tender Conditions Prevail.
12	<p>4.3 Technical Evaluation Criteria, Sr No. (1) of the table: - Experience of providing support to any client in preparation of petition/application for acquiring power trading license before SERC/CERC.</p> <p>4 Marks for one (1) assignment</p>	<p>Proposed:</p> <p>We request MAHAPREIT for accepting support to any client in preparation of tariff petition/application before SERC/CERC</p> <p>Rationale:</p> <p>We understand MAHAPREIT requires to evaluate experience in filing petitions before SERC/CERC and may not restrict the experience of only acquiring power trading license as evaluation criteria for overall inclusivity.</p>	Tender Conditions Prevail.
13	<p>Clause No. 3.11 Minimum Qualifying Conditions on page No 11,</p> <p>3.11.2 The agency shall have achieved a minimum average</p>	<ul style="list-style-type: none"> • We understand MAHAPREIT requires minimum average annual financial turnover to financial qualify the consultants for empanelment. 	Tender Conditions Prevail.

	annual financial turnover of Rs. 10 Crores (Rupees Ten crores only) from power/ energy sector consultancy business during last three financial years preceding the date of submission of bid (2021-22 and 2022-23, 2023- 24) which should be evidenced by certificate from the CA firm.	<ul style="list-style-type: none"> • However, as Deloitte India Touche Tohmatsu is a LLP firm, our Consulting business work together as a vertical, and we may not have a separate financial documents for power/energy sector consultancy business. <p>Proposed: Requesting MAHAPREIT to please relax the turnover from only power/energy sector consultancy businesses and allow the overall turnover of the firm.</p>	
14	General Question	<ul style="list-style-type: none"> • Is sub-contracting for this bid allowed? • Are there any restrictions? <p>Do Bidder has to submit any documents other than LoA (Letter of Association) on behalf of sub-contractors?</p>	Sub-contracting not allowed
15	General Question	<p>Clarification: In Time schedule of RFQ, Earnest Money Deposit is written as Rs 50,000; while clause no 2.2.3 – EMD is Rs 5,00,000. We also request MAHAPREIT to accept the EMD in form of DD. We understand it as a clerical mistake. Please confirm.</p>	Amended clause as follows: Sr No 5 of table Time Schedule for RFQ on page no. 4 Earnest Money Deposit EMD: - <u>Rs. 5,00,000/- (Rupees Five lakhs)</u> (Online Mode Only through payment gateway) (MSMEs shall be exempted from payment of EMD fees provided the MSMEs submit valid MSME registration certificate)
16	General Question	<p>Clarification: We request MAHAPREIT to include a copy of draft contract in the RFQ for internal risk-check and compliance purpose.</p>	Shall be provided to qualified agencies later at appropriate time.
17	General Question	<p>Clarification: We request MAHAPREIT to clarify if the resources will be deployed at the HQ full-time or need-basis.</p>	Tender Conditions Prevail.
18	General Question	<p>Clarification: We request MAHAPREIT to explain the process of replacing the consultants under unavoidable circumstances during the engagement.</p>	It will be decided on project to project basis and will be part of RFP.
19	General Question	<p>Proposed: We request MAHAPREIT to extend the bid submission by at least 15 days from issuance of pre-bid clarifications date. Rational behind the request is outlined below:</p> <ul style="list-style-type: none"> • Internal mapping of experience professional exclusively to MAHAPREIT retainership, assess their on-going work and provide suitable competency to carry 	The last date of bid submission is extended up to 22/01/2025 at 15.00 Hrs.

		<p>forward the assignment successfully.</p> <p>Collection of documentary evidence of regulatory and ARR/MYT tariff filing assignments in form our completion proof, invoices, certificate of work done on clients' letterhead.</p>	
20	Clause No 3.27, termination of contract/empanelment agreement	<p>The consultant has no option to terminate the contract</p> <p>Proposed:</p> <p>We request MAHAPREIT to please include the following clause:</p> <p>"The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case</p> <p>a) Client does not make the payment to the Consultant</p> <p>b) Does not adhere to the arbitration judgement</p> <p>if Bidder determines that a law, regulation or anything having similar import, or a circumstance (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder."</p>	Tender Conditions Prevail.
21		<p>There is no clause in the Tender that limits the consulting firm's liability</p> <p>Proposed:</p> <p>1. "Notwithstanding anything contained in the Contract, the Employer agrees that the aggregate liability of the Consultant for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, shall not exceed the fee paid under the Contract for the services provided under the Contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant.</p> <p>In no event shall the Consultant be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."</p>	Tender Conditions Prevail.
22	Clause No 36, Indemnity on page 19	Proposed:	Tender Conditions Prevail.

	The Parties hereto agree that the Bidder shall indemnify and defend the MAHAPREIT and its representatives and employees, and hold the Owner, its representatives, employees harmless from:	We request MAHAPREIT to consider the indemnity clause for both parties and include following clause: Either Party shall indemnify and hold harmless the other Party for all Losses arising in connection with any third-party Claim in relation to or pursuant to the Contract or the Services.	
B)	FICHTNER Consulting Engineers (India) Pvt. Ltd.		
1	Clause No. 3.11.4 on page no 11, The Bidder/ Consultancy Firm should have its Head/Regional Office in Mumbai or should establish the same within 1 month from the date of LoA.	The consultant requests MAHAPREIT to Exempt the requirement of a regional office in Mumbai, since the consultant's firm is already established in Bangalore and Chennai, both of which are at approximate 2-hour distance from Mumbai, and the consultant can travel as and when required.	Tender Condition Prevail
2	Clause No. 4.2 on page no 22, Requirement of Experts:	The consultant requests MAHAPREIT to clarify whether the requirement of Manpower will vary on a Project-to-project basis or on manpower deployment basis.	MAHAPREIT will require set of manpower as per project requirement or as on when required.
3	Clause No. 4.3, S.R. No 10 of table on Page No. 24, Industrial Decarbonisation/climate change Expert B.E./B. Tech <ul style="list-style-type: none"> • 3 and upto 5 years of relevant experience - 2 Marks • years of relevant experience - 3 Marks • Expert having experience of at least one (1) assignment /project related to Industrial decarbonisation/climate change 2 marks additional • Total – 5 marks 	The TOR specify the Marking scheme for climate expert on the basis of years and number of projects carried out. The consultant seeks clarity if additional 2 marks is for each project individuals with >1 assignments.	Clause amended as follows: Clause No. 4.3, S.R. No 10 of table: - Industrial Decarbonisation/climate change Expert B.E./B. Tech <ul style="list-style-type: none"> • 3 and upto 5 years of relevant experience - 2 Marks • <u>> 5</u> years of relevant experience - 3 Marks • Expert having experience of at least one (1) assignment /project related to Industrial decarbonisation/climate change 2 marks additional • Total – 5 marks
4	Time Schedule for RFQ, Clause No. 10 of table on page 4, Last date of submission of bids in response to RFQ”	The consultant requests MAHAPREIT for Bid Extension by 3 weeks	The last date of bid submission is extended up to 22/01/2025 at 15.00 Hrs.
5	Clause No. 2.2.4 on page no. 6, Empanelment Fees - Rs. 50,000/- + GST (to be paid by qualified successful bidders prior to issue of Letter of Award (LoA) by MAHAPREIT)	The Consultant requests Clarity towards the Refund of Empanelment fees.	Tender Condition Prevail, Empanelment fee is non-refundable.
6	Clause No. 4.2 on page no 22, MAHAPREIT desires to have expert consultants available for	The consultant requests an estimate of the project volume in terms of power rating	Tender Condition Prevail,

	various kind of works as mentioned above and other likely requirement in future in similar areas as on when required	and/or value of work, so an assessment can be made about the deployment of resources.	The volume/requirement will be conveyed as and when project requirements arise.
7	<p>Clause No. 4.3, S.R. No 5 of table on Page No. 24,</p> <p>Experience of providing manpower on retainership basis for consultancy assignments in power sector for minimum continuous period of three (3) years for any government power utilities in India.</p> <ul style="list-style-type: none"> • 4 Marks for one (1) assignment • Total – 8 	<p>The Consultant Requests MAHAPREIT To consider experience of providing manpower on retainership basis for consultancy/ Project Management/ Program Management assignments in power sector for minimum continuous period of three (3) years for any government power utilities and Regulatory Commission in India.</p>	Tender Condition Prevail
C)			
	MITCON Consultancy and Engineering Services Ltd		
1	<p>Sr No 5 of table Time Schedule for RFQ on page no. 4</p> <p>Earnest Money Deposit EMD:- Rs. 50,000/- (Online Mode Only through payment gateway) (MSMEs shall be exempted from payment of EMD fees provided the MSMEs submit valid MSME registration certificate)</p>	Please confirm the correct value of EMD.	<p>Amended clause as follows:</p> <p>Sr No 5 of table Time Schedule for RFQ on page no. 4</p> <p>Earnest Money Deposit EMD: - <u>Rs. 5,00,000/- (Rupees Five lakhs)</u> (Online Mode Only through payment gateway) (MSMEs shall be exempted from payment of EMD fees provided the MSMEs submit valid MSME registration certificate)</p>
2	<p>Clause No. 2.2.3 on page No. 6,</p> <p>Earnest money (EMD): - Rs. 5,00,000/- (Online Mode Only through payment gateway) (MSMEs shall be exempted from payment of EMD fees provided the MSMEs submit valid MSME registration certificate)</p>	Please accept the Udyam Registration certificate as exemption from EMD payment.	Tender Conditions Prevail.
3	<p>Clause No. 3.11.2 on page 11,</p> <p>The agency shall have achieved a minimum average annual financial turnover of Rs. 10 Crores (Rupees Ten crores only) from power/ energy sector consultancy business during last three financial years preceding the date of submission of bid (2021-22 and 2022-23, 2023- 24) which should be evidenced by certificate from the CA firm.</p>	Please accept the organisation turnover (for all sectors/verticals).	Tender Conditions Prevail.
4	<p>Clause No. 3.11 on page 11,</p> <p>3.11.6 The agency should have knowledge of power sector with experience in areas relevant to scope of work as stipulated below in the past 5 financial years.</p>	Please accept the similar experience in last 7 financial years.	Tender Conditions Prevail.

	<p>a) The agency should have experience of Project Management Consultancy of at least one power sector assignment across any location in India (at least 1 assignment).</p> <p>b) The agency should have experience of Bid Process Management for at least one power sector assignment (at least 1 assignment).</p> <p>c) The agency should have experience of providing manpower on retainership basis for consultancy assignments in power sector to any Government Utility for minimum continuous period of two (2) years (at least 1 assignment).</p>		
5	<p>Clause No. 3.11 on page 11, 3.11.6 The agency should have knowledge of power sector with experience in areas relevant to scope of work as stipulated below in the past 5 financial years.</p> <p>a) The agency should have experience of Project Management Consultancy of at least one power sector assignment across any location in India (at least 1 assignment).</p> <p>b) The agency should have experience of Bid Process Management for at least one power sector assignment (at least 1 assignment).</p> <p>c) The agency should have experience of providing manpower on retainership basis for consultancy assignments in power sector to any Government Utility for minimum continuous period of two (2) years (at least 1 assignment).</p>	<p>Please clarify the “Power Sector”.</p> <p>Shall we submit the similar work experience in renewable energy, Cogen Biogas, Thermal Power projects?</p> <p>Please confirm.</p>	<p>Power sector shall mean both</p> <p>i) Conventional and</p> <p>ii) Renewable energy.</p>
6	<p>Annexure 2 on page 27, Format of Power of Attorney for Signing Bid Authorization Letter.</p>	<p>We have general power of attorney for authorised person to sign the tender documents & submit the bid on behalf of Company.</p>	<p>Tender Conditions Prevail.</p>

		Shall we submit the general power of attorney instead of this specific format Power of Attorney? Please confirm.	
7	Sr No 10 of table Time Schedule for RFQ on page no. 4, The last date of Submission of bids in response to RFQ is 15/01/2025 at 15.00 Hrs	Kindly extend the last date for bid submission by 7 more days (working) from current due date.	The last date of bid submission is extended up to 22/01/2025 at 15.00 Hrs.

• **Summary of amended clauses**

Sr. No.	Existing Clause	Amended Clause
1	Clause No. 4.3, S.R. No 10 of table on Page No. 24, Industrial Decarbonisation/climate change Expert B.E./B. Tech <ul style="list-style-type: none"> • 3 and upto 5 years of relevant experience - 2 Marks • years of relevant experience - 3 Marks • Expert having experience of at least one (1) assignment /project related to Industrial decarbonisation/climate change 2 marks additional Total – 5 marks	Clause No. 4.3, S.R. No 10 of table: - Industrial Decarbonisation/ climate change Expert B.E./B. Tech <ul style="list-style-type: none"> • 3 and upto 5 years of relevant experience - 2 Marks • <u>> 5</u> years of relevant experience - 3 Marks • Expert having experience of at least one (1) assignment /project related to Industrial decarbonisation/climate change 2 marks additional Total – 5 marks
2	Sr No 5 of table Time Schedule for RFQ on page no. 4 Earnest Money Deposit EMD: - Rs. 50,000/- (Online Mode Only through payment gateway) (MSMEs shall be exempted from payment of EMD fees provided the MSMEs submit valid MSME registration certificate)	Sr No 5 of table Time Schedule for RFQ on page no. 4 Earnest Money Deposit EMD: - <u>Rs. 5,00,000/- (Rupees Five lakhs)</u> (Online Mode Only through payment gateway) (MSMEs shall be exempted from payment of EMD fees provided the MSMEs submit valid MSME registration certificate)
3	Clause No. 3.8, Empanelment fees: The successful bidder shall have to pay Rs. 50,000/- (Ten thousand only) plus GST, non-refundable empanelment fees prior to the issue of Letter of Award (LoA) by MAHAPREIT.	Clause No. 3.8, Empanelment fees: The successful bidder shall have to pay Rs. 50,000/- (<u>Fifty</u> thousand only) plus GST, non-refundable empanelment fees prior to the issue of Letter of Empanelment (LoE) by MAHAPREIT.
4	Sr No 10 of table Time Schedule for RFQ on page no. 4, The last date of Submission of bids in response to RFQ is 15/01/2025 at 15.00 Hrs	Sr No 10 of table Time Schedule for RFQ on page no. 4, The last date of bid submission is extended up to <u>22/01/2025</u> at 15.00 Hrs.

Note: All other terms and conditions remain same.

Sd/-
Executive Director (Operations),
MAHAPREIT