

Subject: **QUERIES /CLARIFICATIONS REGARDING “CONSULTANCY SERVICES FOR 100 MW SOLAR PV PROJECT AT BAHAWALPUR”.**

Sr. #.	Query	Response / Clarification
1.	Is it possible to join/follow the pre-proposal conference via internet?	No
2.	Could you provide information regarding the local taxation?	Consultant is required to determine all taxes relevant to the Consultancy. The Client shall act as a withholding agent for the taxes.
3.	Data Sheet 1.4 states 'The Client will provide at no cost to the Consultants: Office space, transportation and liaison personnel': Is this restricted to Pakistan?	Yes. These services will be provided only at Bahawalpur site, Lahore head office and provision of transport in between Bahawalpur & Lahore.
4.	Is the understanding correct that it is not a fixed-budget selection (see 5.8 on page14)?	QCBS method is being adopted as mentioned in Clause 5.7 of Section2. Clause 5.8 is not applicable. It is a clause of general conditions of contract.
5.	What would be the role of the environmental specialist? Should the consultant lead/support the IEE/EIA process? (For the selection of and legal agreement with EPC, as well as the quality assurance and monitoring of the EPC works it is important that the consultant has the experience to evaluate if the results of the EIA/IEE are considered in the plant design and if the EIA/IEE process is completed. This is part of the know-how of our PV experts)	No longer valid under the amended Terms of Reference.
6.	The Company informed that they have downloaded the document of pre-qualification for 100MWp solar does it mean that if we participate in the pre-qualification as contractor for 100MWp solar power project, then we are not allowed to participate in as Consultancy?	The Company participating as Consultancy Services will not be a part of EPC Contractor because of conflict of interest.
7.	Moreover, Pakistan signed MOU with UK company for 100MW solar power plant at Bahawalpur is it the same Project?	The question does not relate to this RFP.
8.	As the location and dimensions of the PV plant have been	All these factors have been addressed in site selection study.

	<p>fixed, it is assumed that a feasibility study has been carried out including a methodology detailing the criteria for: site selection,</p> <p>solar irradiation data grid connectivity conceptual design</p> <p>Could you clarify if such study has been carried out and if the three aspects above mentioned have been covered?</p>	
9.	<p>Could you clarify which studies have been so far carried out for the site; for instance: Topographical study Environmental Impact Assessment Grid Connectivity Verification Geotechnical Study</p>	All these studies have been carried out.
10.	<p>In our interpretation of the Terms of Reference, we understand that the interface starting point of the services is at the commencement of the Bidding process. Could you comment if our understanding is correct?</p>	Terms of Reference have been amended. The starting point is now the conclusion of the bidding process (contract finalization).
11.	<p>Although not included as a deliverable, we understand that the final Bidding documents for the Tender process will be elaborated by the consultant and represent a deliverable. Could you comment if our understanding is correct?</p>	No longer valid under the amended Terms of Reference.
12.	<p>According to experience, for the Phase 1, the Selection of and Legal Agreement with an EPC Contractor for PV plants is longer than 2 month period. It is recommendable to provide adequate timeframes for the Bidders to prepare a detailed and high quality Bid to QA Solar. We suggest to consider a consultancy duration not less than four (4) months for the Phase I. During that period, the Bidders may have between two to three months for the preparation of Bids.</p>	No longer valid under the amended Terms of Reference.

13.	<p><b>Section 2. Introduction, Point 1.2.</b>  In this section it is mentioned: <i>"The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet "</i>. However there is no shortlist of consultants attached.</p> <p>Is there a shortlist for this bidding procedure? In case yes, are we even entitled to submit an offer? And would it possible to receive such list for the preparation of our Proposal?</p>	<p>The selection process does not contain the pre-qualification of Consultant as such all the consultants are invited to submit technical and financial proposals. There is no shortlist of consultants. RFP has been amended accordingly.</p>
14.	<p><b>Section 2 Instructions to Consultants, Chapter 1.4. "The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports"</b></p> <p>Will a site office be provided by QA Solar or the EPC contractor during site supervision phase? Please confirm.</p>	<p>Yes, a site office will be provided by QA Solar during site supervision phase.</p>
15.	<p><b>Section 5 Terms of Reference, Chapter 3. Scope of Work – Phase I: Selection of and Legal Agreement with EPC: "Evaluation of the EPC bids submitted in response to QA Solar tender for the above mentioned works including electrical design of the system, layout, technology type, and other requirements stated in the tender documents"</b></p> <p>As our work and cost estimation depends on the number of bids which have to be evaluated, could you kindly name a number of prequalified EPCs (if any) or roughly name a number of EPC bids?</p>	<p>No longer valid under the amended Terms of Reference.</p>
16.	<p><b>Section 5 Terms of Reference, Chapter 3. Scope of Work – Phase I: Selection of and Legal Agreement with EPC: "Selection of the preferred EPC contractor and back-up candidates"</b></p> <p>Could you kindly define a number of back-up candidates?</p>	<p>No longer valid under the amended Terms of Reference.</p>
17.	<p><b>Section 5 Terms of Reference, Chapter 7. Duration of</b></p>	<p>No. The 18 months are from the signing of the EPC Contract. The</p>

	<p><b><i>Consultancy - “Phase II – up to eighteen (18) months” and Section 5 Terms of Reference, Chapter 3. Scope of Work - Phase II: Quality Assurance (QA) and monitoring of the EPC works: “Participating in quarterly performance review meetings with QA Solar and the Contractor in the first year since commissioning”</i></b></p> <p>The duration of Phase II is defined to be up to eighteen (18) months – We are expecting that these 18 months are the duration between the EPC contract signing and commissioning of the PV power plant. In consideration of the named services in the first year since commissioning, we expect a total duration of 30 months for the consultancy services for Phase II. Please confirm.</p>	duration of the Consultancy is 20 months.
18.	<p><b><i>Section 5 Terms of Reference, Chapter 3. Scope of Work – Phase II: Quality Assurance (QA) and monitoring of the EPC works: “The Owner’s Engineer shall ensure compatibility of the installed equipment with the local grid system for connectivity, also ensure [...]”</i></b></p> <p>For this point we would need more detailed information on the grid code and standards as well as insight in the national and regional grid infrastructure. Is all this information available and will we have timely access to this information?</p>	Yes, will be provided to the successful bidder.
19.	<p><b><i>Section 5 Terms of Reference, Chapter 3. Scope of Work – Phase II: Quality Assurance (QA) and monitoring of the EPC works: “Independent measurement and certification of the leading performance indicators, including [...], and the actual plane-of-array irradiation.”</i></b></p> <p>It is necessary to have a meteorological dataset with average irradiation values from the last years in order to confirm and certificate the actual irradiation as the leading input indicator for the PV power plant performance. Will such a meteorological dataset be provided to the Consultant?</p>	Yes, will be provided to the successful bidder.
20.	<p><b><i>Section 5 Terms of Reference, Chapter 3. Scope of Work– Phase II Quality Assurance (QA) and monitoring of the EPC works: Spot checks of the module, inverter, and</i></b></p>	Yes.

	<p><b><i>combiner box, performance, including infrared checks of the modules-----</i></b></p> <p>We understand that EPC contractor will responsible for arranging the spot checks including all required instruments and consultant will witness only. Please confirm.</p>	
21.	In section 1.6 of the RFP, it is proposed that the statement “An EPC Contractor bidding for the above project cannot participate in this consultancy proposal ”.	Already mentioned in Conflict of Interest.
22.	3.8 of the RFP is blank. Presumably the Employer intends to clarify that deductions of taxes on personnel of Foreign consultant, if applicable in Pakistan, shall be reimbursed by the Employer. Consultant in his Financial Proposal shall calculate the amount of such taxes and mention it in his proposal as an overhead item to be reimbursed. Further the Employer may mention that sales tax if any is applicable for the Consulting Services by the Punjab Revenue Authority, shall be waived off.	No taxes shall be waived off. Bidder is to submit financial proposal inclusive of all applicable taxes (to be calculated by the bidder). Client shall withhold taxes on behalf of the collecting agency.
23.	Item 3.3 (b) of the RFP stipulates that available budget is given in datasheet , however, no such amount is given in the data sheet. It is proposed that such amount may be 6 % of the construction budget allocated, as foreign Consultants compensation is at least 5 times higher than the local inputs.	Item 3.3 (b) is not valid as method of selection is QCBS.
24.	5.3 of the RFP is blank.	Not valid under QCBS.
25.	1.3 of the data sheet proposal conference date & time exclusively for the Consultant may be amended accordingly.	Not valid.
26.	In item 2.1 of the data sheet the date may be revised accordingly.	Modified.
27.	In the data sheet insert 3.3 (b) and mention the amount of Maximum Budget, which is missing.	Not valid under QCBS.
28.	In 3.4 (f) CVs of Foreign consultant should contain details of 5 relevant assignment done by the individual in the past years, however, CVs for the Local consultant should contain details of 5 assignments in power sector done by the individuals in past 10 years.	CVs for <b>ALL</b> individuals shall contain details on 5 relevant assignments done by the individual in the past 10 years.
29.	Add as 3.6 (vi) in the data sheet stating that Local taxes if	Remains as per original RFP.

	applicable to the Foreign consultant shall be reimbursed as direct cost.	
30.	In 4.3 of the data sheet, original and six copies of the Technical Proposal may be revised to <b>original and two copies</b> .	Remains as per original RFP.
31.	In 4.5 of the data sheet date of 18 November, 2013 may be increased by two weeks to allow submitting a good proposal after issuance of final RFP on 8 November, 2013 as disclosed in the above said meeting.	Date of submission has been extended up to November 25, 2013.
32.	In 5.2 (a) of the data sheet, value of similar assignments cannot be adjudged, rather turn over amounting to PKR 50 M may be added suitably. Further, Legal Expert for court cases, if arises should be inserted under the Project Team.	Remains as per original RFP.
33.	Again sub criteria points for the positions or disciplines is to be adjusted to eliminate time with the firm by adding with education and qualification; as the relevant persons in Pakistan cannot be obtained as specified.	Remains as per original RFP.
34.	In 5.7 of the data sheet, waitages (sic) of technical & Financial Proposal may be 80 % and 20 % respectively which is in accordance with the PEC regulation.	Remains as per original RFP.
35.	Dates in the item 6.1 & 7.2 of the data sheet may be revised accordingly.	Revised in amended RFP.
36.	As indicated in the meeting, total duration of the Consultancy Contract of 2+6+12 months may be appropriately incorporated explaining that 12 months maintenance period supervision will require only intermittent inputs.	Revised in amended RFP.
37.	The sample form under Consultants representations regarding cost & charges is not valid in this case as the Employer has used the <b>format of Lump Sum</b> and specified payment schedule as percentage completion of the various milestones. Therefore, it is suggested that this form may be utilized as the Consultants own working but a single figure billing rate against each position should be provided.	Remains as per original RFP.
38.	<b>Under section 5: Terms of References:</b>	Revised in amended RFP.

	it is suggested to add item-3 as transaction service, stating further that the Consultant will be responsible Financial Evaluation / Scrutiny of the proposals, concession agreement participate in legal proceedings , if any, in case of disputes and arbitration.	
39.	Phase- II deliverables may also include the service pertaining to cost analysis, arbitration/conciliation if arises and also to play the role of The Engineer which will be Notified to a competent person from among the Consultant Personal by the Employer.	Revised in amended RFP.
40.	Under Item 6 – <b>Core Team of Experts:</b> Position of a senior lawyer may be added for intermittent input as and when required.	Covered in “Procurement/Contract Management” specialist.
41.	Item 7- <b>Duration of Consultancy:</b> The Phase-II of 18 Months may be clarified as 6 Months for Construction Supervisions and 12 Months intermittent inputs to cover 12 months operational and maintenance period.	23. Remains as per original RFP.
42.	What is the completion time of project? Clause 1.10 says that consultants shall maintain the availability of professional staff during proposal validity time, which could be extendable, while at other place it states that validity is 90 days after submission of proposal.	Revised in amended RFP.
43.	Two modes of financial proposal are stated based on QCBS and fixed budget. Under fixed budget (subsection 5.8) it is stated that financial proposal shall not exceed budget. Can you indicate the budget allocated for the consulting firm?	Mode of selection is QCBS. Fixed Budget clauses are not valid under QCBS.
44.	It is stated that client will prepare TOR with the consultation of a consultant. The expected date of commencement of consultant services is 2-12-2013, while last date of invitation to EPC contractor to bid is 22-11-2013. When could be then TOR prepare?	Not valid under modified Terms of Reference.
45.	For preparing TOR consultant may need weather data of the	Not valid under modified Terms of Reference.

	site. Will the client provide irradiation data of whole year or consultant has to take actual readings?	
46.	Under payment schedule the total payment comes to be 110% (mobilization: 10%+ at pre bid conference: 10%+ Bid evaluation: 30%+ Contract negotiation: 30%+Final of Phase I:30%) Please explain. Similarly is the case for Phase II.	10% advance shall be adjusted in subsequent payments
47.	Under Taxes heading, sub section 3.8 is missing.	Consultant is required to determine all taxes relevant to the Consultancy and submit a bid inclusive of taxes. The Client shall act as a withholding agent for the taxes.
48.	As time for submission of RFP is short, therefore we request to issue soft copy in word format for all forms mentioned in RFP.	Soft copies of the form are available on Planning & Development, Punjab website. ( <a href="http://www.pndpunjab.gov.pk/page.asp?id=36">http://www.pndpunjab.gov.pk/page.asp?id=36</a> )
49.	Tax applicable for us?	Consultant is required to determine all taxes relevant to the Consultancy and submit a bid inclusive of taxes. The Client shall act as a withholding agent for the taxes.
50.	Facilities to be provided by the Client?	As per original RFP.
51.	Funding for this project?	QA Solar Power (Pvt) Ltd.
52.	Section 4 Deliverables states that Phase#1 Deliverables include a legal contract. Do the consultants hire a legal firm for this or one has already been selected?	Not valid under revised Terms of Reference.
53.	& M Contract also covered in scope of work?	This Consultancy does not include O & M of power plant, and is restricted to supervision.
54.	Why legal is not included in ranking consultant?	Covered in "Procurement/Contract Management" specialist.
55.	What is the payback schedule / terms?	As given in draft Contract attached with RFP.
56.	Project timeline?	Total duration is up to 20 months. Schedule is to be submitted by bidder as part of technical proposal.
57.	Is there extension possible in this prequalification?	There is no prequalification.
58.	Who is financing this project?	QA Solar Power (Pvt) Ltd.
59.	Main EPC tender Schedule?	Within 30 days.