## **Pre-Bid Clarifications**

TENDER NO: RECPDCL/Solar/e-Tender/2021-22/564 DATED: 24.06.2021 (ONLY THROUGH ONLINE E-TENDERING MODE) For Selection of Owner's Engineer for 125 MWAC (50 MWAC & 75 MWAC) Grid Connected Solar PV Power Plant at Kanpur Dehat and Jalaun District Respectively

Dated 02.07.2021

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SI.No.	RfP Page no./clause ref.	Clause Description	Bidder's Queries	RECPDCL Response	
1	RFP Page no.8 and clause no.3	Selection of successful Bidder:(a) The bidder with lowest bid in reverse auction willbe selected as successful bidder.	Request the authority to please confirm if Reverse auction is confirmed for award of bid or is optionalat the discretion of RECPDCL	RECPDCL reserves the right to conduct reverse auction if quoted price is more than expectation. Please refer Note-1 of Annexure-4 (Financial Bid)	
2	Page no. 18 ,clause no. 3	Payment terms	Kindly confirm the lead time for release of payment to consult from the date of submission of invoice	Section 8, clause no.3 please refer deliverable	
3	General query	Liability	RFP is silent about liability of consultant.However, we understand this will be equivalent to the order value.please confirm	Tender Condition prevails.	
4	Page no.25, annexure-4 Financial Bid Item no.2	Deputation of Sr. construction /commissioning Engineer(1 NO.Civil Engineer and 1NO.electrical engineer) at site during installation/commissioning /Guarantee trial run activites.( for 6 months) (considering 24 days in a monthfor calculation purpose)	As per RFP requirement there are two sites at Kanpur Dehat and Jalaun District Respectively.Please confirm whether only one team consisting of 1 Civil engineer +1 Electrical enngineer would be deployed or two separate teams are required for two sites.	Two separate teams are required for two sites.	
5	General query	Regarding Association / Joint venture	RFP is silent about liability clause of consultant.However we understand that this is limited to equivalent to order value. kindly confirm	Tender Condition prevails.	
6	Page no. 18,point no.2.INSPECTION	Inspection :RECPDCL may appoint owner's engineer for major Material Inspection on behalf of RECPDCL.Reimbursement of travelling expenses for material inspection will be provided as per Annexure-4	Please clarify whether consultant Man Day charges are included in our scope of work or would be paid separately as only Travel cost is mentioned in Annexure-4.Please clarify on Man Day charges of consultant incurred on factory visits.	Only travelling expenses for outstation visits within India will be reimbursed by RECPDCL as per Note -2 of Financial Bid. Bidders may include man day charges in their bids.	
7	Page no1: General Clause Important Dates	Important Dates: Date of release of Tender 24.06.2021. Last date of queries/seeking clarification 30.06.2021. at 17:00 hours.  Pre-Bid meeting: -01.07.2021 at 11:00 Hours. Last date of submission of Bid: -05.07.2021 at 13:00 hours. Date of opening of Bids: -05.07.2021 at 17:00 Hours.	Due to ongoing pandemic & Covid19 protocols please clarify if the Date of opening of Bids 05.07.2021 at 17:00 Hours would be done in virtual mode, online or physically ? please clarify.	Bids shall be opened physically.	
8	Page no 1: General Clause Important Dates	Important Dates: Date of release of Tender 24.06.2021. Last date of queries/seeking clarification 30.06.2021. at 17:00 hours.  Pre-Bid meeting: - 01.07.2021 at 11:00 Hours.  Last date of submission of Bid: - 05.07.2021 at 13:00 hours. Date of opening of Bids: -05.07.2021 at 17:00 Hours.	Considering the Pre-Bid meeting date on 1st July 2021 and for receipt of clarification response from your end the time gap between deadline is very less. we require some time to assess the query reply and prepare the Techno commercial proposal accordingly. Thus atleast a week's time should be given to consultant after the receipt of response toour pre-bid queries. Thus, in order to submit a high quality Techno commercial and competitative proposal we hereby request the concerned authority to extend the deadline fro bid submission by 1 week till i.e 12th July 2021.	Tender condition remains unchanged.	

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9	Section 4, Qualification Requirement:	The Bidder should have experience of providing Owner's Engineering services (Review Engineering) of Grid Connected Solar PV Power Plant having capacity of minimum 60 MWAC at single location (single work order) Or Two Grid Connected Solar PV Power Plants having capacity of minimum 37.5 MWAC at each location. These plant(s) must have been in successful operation for at least six (6) months prior to the date of technocommercial bid opening	We request you to accept the Owners Engineers experience of Grid Connected Solar PV Power Plant having capacity of minimum 50 MWAC at single location.  Kindly accept	Tender condition remains unchanged.
10	General	The Bidder should have experience of providing Owner's Engineering services (Review Engineering) of Electrical Sub-station of above 66 kV voltage level, consisting of equipment such as circuit breakers and Power transformer, which should be in successful operation for at least six (6) months prior to the date of technocommercial bid opening.	We have done many Project management Consultancy work for Cogeneration Sugar Plant in which Electrical Substation/Electrical Evacuation work has been done. We assume that the above work pf PMC experience shall satisfy the requirement Owner's Engineering services (Review Engineering) of Electrical Sub-station of above 66 kV voltage level .  Kindly confirm.	Tender condition remains unchanged.
11	General	Bid submission date	We request you to extend the bid submission date by 3 - 4 days from current submission date. Kindly accept.	Tender condition remains unchanged.
12	Page no 13: 8. Additional Support	This may include but shall not be limited to the following supports: • Liaising with the RECPDCL's advisors. • Providing professional advice as requested by the RECPDCL. • Preparing certificates as may be required for financial close. • Providing support on insurance document and insurance claim. • Providing check list of bankable DPR for key components findings and review.	Please elaborate on clause of "Liaising with the RECPDCL's advisors." Kindly give a brief of tasks for Consultant under above clause.	In case RECPDCL appoint Advisor, Owners Engineer shall consult with them as and when required.
13	Page no 18: 3. PAYMENT TERMS: Clause No.6	6.Submission of half yearly project performance report (upto 5 years from COD) (On Prorata Basis)	We understand that project duration is 18 months+ 1 Year for O&M. But payment terms here is for 5 years , please clarify	Project Duration is 18 Months and Owner's Engineer shall submitt half yearly project performance report.
14	Page No 6, Section 3, Sub Section C, Clause No 1	The Technical Bid envelope also subscribing due date, addressed to Addl. CEO, REC Power Distribution Company Limited, REC World Headquarters, Sector 29, Gurugram, Haryana-122007 shall be delivered into the tender box marked with name of work and placed at the main reception counter of RECPDCL on or before due date & time specified in the bid.	Considering the covid-19 pandemic situation, we request RECPDCL to remove the requirement of hard copy technical bid submission or provide reasonable time (at least 10 days from soft copy submission) for physical bid submission.	Tender condition remains unchanged.
15	Page No 10, Section 5, Sub Section 1, Clause No 1	Owner's Engineer will visit the Project locations, within 30 days of issuance of LOA and submit report that will include but not limited to the following tasks:  • Assessment of the site for installing of Solar PV Plant.	Please confirm whether site assessment will include solar energy yield assessment.	Yes, Owners Engineer shall include Energy Yield Assessment of the site for installation of Solar PV Plant.
16	Page No 10, Section 5, Sub Section 2, Clause No 2	Owner's Engineer will undertake a review of the contracts to assess whether it is complete, consistent, technically sound and to confirm whether it provides a clear definition of the responsibility of each signatory (RECPDCL and EPC Contractor).	We understand that tender preparation is not in the scope of Owner's Engineer. Please confirm.	Review of All Contracts are in the scope of Owners Engineer.

17	Page No 18, Section 8, Sub Section 3, Sl.No.2	Preparation of tender documents for EPC contractor selection and other contract agreements: 10%	We understand that tender preparation is not in the scope of Owner's Engineer. Please confirm.	Review of All Contracts are in the scope of Owners Engineer.
18		Owner's Engineer will assess the project performance on an annual basis following commissioning of the Project	Please confirm the duration of visit to be considered.	Project Duration is 18 Months and Owner's Engineer shall submitt half yearly project performance report.
19	Page No 24, Clause 1, Sub Clause C	Review of EPC Contractors with their detailed credential	RECPDCL must clarify the number EPC contractor for the project. Since the time to review the EPC contractors will depand on the number of EPCs.	Single turnkey EPC tender may be floated for both the Projects.
20	Page no-24 , Clause 1 , subclause - c	Review of EPC contractors with their detailed credential	RECPDCL shall clarify that the EPC will be same for complete 125 MW (AC) or it will be different EPCs for the 50 Mwac and 75Mwac	
21	Page no- 17, Clause 1.7	In the event of failure to complete the assignment within the stipulated completion period of maximum one week will be provided to complete the assignment subject to acceptance of RECPDCL. Thereafter a penalty of 0.1% of contract value per day will be levied on the agency subject to maximum of 10%. If the work is further delayed then the performance security of the bidder will be confiscated and the contract will be terminated.	There is no reference to the extent of liability for defective/nonperformance. There is also no clause limiting the total liability. Depending upon the risk evaluation, TUV India requests for limiting liability to the corresponding pro-rata fee for the work giving rise to the problem. The request may also include limiting the aggregate liability to a percentage of the amount actually received under the contract. Exclusion of indirect/consequential damages is also requested.	