

Reply to Pre- Bid Queries against NIB No. 286 dtd. 29.06.2018 for Providing Bid Management Consultancy (For Award of EPC Contract works for Setting up of 200MW Capacity Solar Photovoltaic Power Project along with its Comprehensive O&M).

Sl. No.	Page No.	Clause No.	Tender/Bid Clause	Query/Suggestion of Bidder	Reply by RE
1	6 of 70	1.3.2	<p>Technical Criteria: The Bidder should have executed Bid Management Consultancy Services (scope including preparation of EPC Tender Documents, Tender Assistance, Techno-Commercial Evaluation of Bids, Financial Evaluation of Bids, Shortlisting of Bidders, Final Selection of Bidder, etc.) for Projects in India, out of which at least 1 project, where Bid Management Consultancy was completed in the last 5 years, had a value of Rs. 100 Crs. and above.</p>	<p>The Scope of Work primarily requires that the consultant should be competent to prepare tender documents for MW scale solar power projects and assist NEEPCO in carrying out the Bid Process Management for the selection of EPC Contractor. Hence, it is requested that the clause may be revised as –</p> <p>“The Bidder should have executed Bid Management Consultancy Services (scope including preparation of EPC/ MW Scale Solar PV Power Project Tender Documents, Tender Assistance, Techno-Commercial Evaluation of Bids, Financial Evaluation of Bids, Shortlisting of Bidders, Final Selection of Bidder, etc.) for Projects in India, out of which at least 1 project, where Bid Management Consultancy was completed in the last 5 years, had a value of Rs. 100 Crs. and above.”</p>	Bid Condition prevails
2	6 of 70	1.3.2.c	<p>Technical Criteria: Note: The Experience of Project Management Consultancy Services (PMC) in respect to Projects shall also be considered towards fulfilling the eligibility requirement</p>	<p>Our submission is that Project Management Consultancy services and Bid Management Consultancy services are completely different and mutually exclusive activities of each other. We feel that allowing the bidders to</p>	Bid condition prevails

			considering that Bid Management Consultancy is part of the PMC.	submit credentials of PMC Projects wherein Bid Management Consultancy shall only be a minor component of the scope will dilute the quality of the bids that will be received by NEEPCO. Hence, we suggest that NEEPCO may consider deleting this clause.	
3	7 of 70	1.3.3.b	<p>Financial Criteria:</p> <p>b) Net Worth: Complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account & detailed Schedule and other financial statements for the preceding 5 (five) financial years, ending 31st March of the previous Financial Year, along with Letter of adequacy and commitment from their Bankers/Financial Institutions of International repute should be furnished along with their bids for evaluating the above financial criteria. In case where the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will be also be considered acceptable.</p> <p>c) Liquid Assets: The bidder should have liquid assets or / and evidence to availability of unutilized credit facilities of not less than Rs. 14 Lakhs The certificate of the Banker regarding the availability of unutilized credit facility should not be dated earlier than 30 (thirty) days prior to the date of opening the bid.</p>	<p>Kindly provide the format for the submission of Letter of Adequacy and commitment letter / certificate from the Bank. Otherwise, please indicate the content to be included in the certificate.</p> <p>Is Letter of Adequacy certificate different to that of the Liquid Assets certificate to be submitted as asked for in sub-clause (c) Please clarify.</p>	Please approach your banker. No standard format from NEEPCO
4	7 of 70	1.3.3.d	<p>Bid Capacity: The available Bid Capacity of the Bidder at the time of submission of Bid, calculated as under should not be less than Rs. 34 Lakh. Bid</p>	Kindly wish to submit that the Bid Capacity criteria will be important and relevant in the case of Works Contract.	Bid condition prevails

			Capacity = $A \times N \times 2 - B$, where, A = maximum value of works executed in any one year during last 7 (seven) years (at current price level). N = Completion time of the proposed work in years. B = Value at current price level of existing commitments and ongoing works to be completed during next N years. Bid capacity shall be assessed at the time of submission of Techno- commercial Bid, for which the bidder shall have to submit documentary evidence in support of “A” & “B” above along with their Bid.	For Consulting / Advisory Services mandates, the criteria of Bid Capacity is not relevant and hence we wish to make a request to Authority to DELETE the clause	
5	16 of 70	4.0	The Scope of work shall be for preparation of tender documents along with the Techno-Commercial specifications, assisting NEEPCO in getting the tender documents cleared by GRIDCO & GEDCOL, Assisting NEEPCO in pre-bid meetings and clarifications on tender documents, evaluation of the Techno-Commercial bid, assisting NEEPCO in online Reverse Bidding Stage, recommending finalization of the EPC Contractor etc. However, the same is not limited to the above. The ultimate objective is for successful selection of a EPC Contractor. The entire scope of the work is to be carried out as single project. The consultant shall also assist in any other work not specifically included in the scope of work but essentially required for selection of the EPC Contractor, which shall be deemed to be included in the scope of work.	Kindly clarify whether preparation of Detailed Project Report and finalization of Technical Specification for the EPC Contract will be the scope of the consultant or not. Our submission to NEEPCO from Accountability point of view is that DPR and preparation of Technical Specifications should be done by the same Consultant, it may be the Consultant selected under this tender process or it may be some other Technical Consultant of NEEPCO who may have already prepared DPR and Technical Specifications and will be accountable to respond to the queries of potential EPC bidders	Clause No. 4 and 5 of Section B of the Bid Document details the scope of work. Preparation of the Detailed Project Report is not in the scope of the consultant. Preparation of Technical Specification is in the scope of the Consultant and any other work not specifically included in the scope of work but essentially required for selection of the EPC Contractor, shall be deemed to be included in the scope of work.
6	36 of 70	26.1		Kindly clarify payment details to the consultant if the Consultancy period is extended for the reason not attributable to consultant.	As per Clause No. 26, payments are based on Milestones achieved and fulfilling the other requirements as per the stated Clause. If Consultancy period is extended due to reasons not

					attributable to the Consultant, the payment upto the last Milestone achieved shall be made.
7	35 of 60	25.1	Scope of Work	<p>Kindly clarify whether the EPC tender specification prepared by the Consultant should be Lumpsum Turnkey based EPC contractor BOQ based EPC Contract</p> <p>Option 1: Lumpsum turnkey based EPC tender contract Tender document will have Conceptual block diagram, Basic design and detailed specification shall be part of the bid specification. Along with the Performance guarantee, CUF guarantee and component warranty shall be insisted in tender specification.</p> <p>Option 2: In case of BOQ based EPC tender complete BOQ of the project to be included along with technical specifications. Whereas CUF and PR cannot be insisted in contract and component warranty alone can be imposed to the Contractor. This needs more consultancy man-hours for preparation of the detailed BOQ and the timeline specified in tender document will not be sufficient.</p> <p>For all EPC based contractor Lumpsum turnkey is advisable as it comes with their own proven technology with CUF, PR guarantees and components warranty. Kindly issue some clarity in the tender document.</p>	Clause No. 4 and 5 of Section B of the Bid Document details the scope of work. It is a Turnkey based EPC Contract and shall satisfy the requirements of the Employer.

8	10 of 70	1.6	Submission time line 30.07.2018	Kindly extend till 10.08.2018	The Bid Submission timeline has been extended to 14:00 Hrs of 14.08.2018. Please check the neepco.abcprocure.com portal and neepco website Corrigendum No. 1 dated 30.07.2018 to NIB No. 286 dated 29.06.2018
9				Please let us know the payment terms for this assignment as the same is not mentioned in tender document.	Refer Cl. No. 26, Section-C of bid document
10				Please clarify the assignment delivery location and whether there is requirement of on-site deployment of resources to NEEPCO office	Refer Cl. No. 3, Section-B of bid document
11				Request you to provide the detailed scope of work for this assignment	Refer Cl. No. 5, Section-B of bid document
12				Please provide us the sample contract agreement	Refer Form No. XIV of bid document
13				further request you to extend the bid submission date for another 15 days keeping in view the above clarifications required	The Bid Submission timeline has been extended to 14:00 Hrs of 14.08.2018. Please check the neepco.abcprocure.com portal and neepco website Corrigendum No. 1 dated 30.07.2018 to NIB No. 286 dated 29.06.2018
14		Form –IV		We refer to Form –IV Financial data with credit facilities currently availed by the bidders. As per Sr. No. 16 of Form, amount of balance is to be given. Kindly clarify whether this is	As per bid condition

				balance of credit facilities availed from bank or any other balance is to be given.	
15		Clause no. 1.6, Section-B		We want to clarify Clause no. 1.6 point no. (b) page no.8 " Offline Documents to be submitted as mentioned elsewhere in the bid Documents must be delivered in seal envelope to the below mentioned office within 7 (seven) days of opening of Technical Bid (Part-I)" It means "Off line document must be delivered before technical bid opening" OR "Off line document must be delivered within 7 days after technical bid opening)	Off line document must be delivered within 7 days after scheduled technical bid opening
16		tender clause 1.13.5		As per the tender clause 1.13.5 Procedure for payment of bid fee, it is mentioned that "The Bid Fees shall be paid through SB-COLLECT of State Bank of India" & Payment of bid fee through other mode of payment like DD etc. will not be acceptable. But when we have checked on neepco.abcprocure.com, it is showing that payment mode is offline through DD, BG/FD or Exemption Certificate	Please refer the note in online tender notice. Bid fee is to be mandatorily made through SB collect as per the procedure given in NIB
17			1.3.3 (b) Letter of adequacy and commitment from their Bankers/Financial Institutions of International repute should be furnished along with their bids for evaluating the above financial criteria	Required in case of civil and electrical contracts and not relevant for consulting assignments	Bid conditions prevail
18		Cl 1.3.3©	1.3.3 (c) The certificate of the Banker regarding the availability of unutilized credit		

			facility	Provide waiver on furnishing of these documents	
19		Cl 1.3.8.3	1.3.8.3 Latest Banker's certificate indicating amount in support of solvency		
20		Cl 1.3.8.3/1.3.8.4	1.3.8.3/1.3.8.4 Latest Tax Clearance Certificate	In NEEPCO's reply to bidders' query (Sl.No. 5 dated 24/07/18) it has been stated that bid condition does not stipulate submission of Income tax clearance certificate Provide waiver on furnishing of these documents	Bid conditions prevail
21		Form IV:	Financial Data with credit facilities currently enjoyed by the bidder	Required in case of civil and electrical contracts and not relevant for consulting assignments Provide waiver on furnishing of these documents	Bid conditions prevail
22		Form X:	Current Litigation History	Required in case of civil and electrical contracts and not relevant for consulting assignments Provide waiver on furnishing of these documents	Bid conditions prevail
23		Cl. 1.3.3(b)	1.3.3 (b) Complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account & detailed Schedule and other financial statements for the preceding 5(five) financial years, ending 31st March of the previous Financial Year	For many bidders the financials of FY18 would be under audit and the provisional financial statements cannot be certified by the chartered accountant Certificate by the Auditor mentioning the total annual turnover and the provisional net worth of the company for FY18 should be accepted under this clause.	In case where the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will be also be considered acceptable.
24		Cl. 1.3.3(d)	1.3.3 d) Bid Capacity: Bid capacity shall be assessed at the time of submission of Techno-commercial Bid, for which the bidder shall have to submit	MAAT, Net worth and liquid assets criteria are comprehensive enough to assess the financial eligibility of a bidder.	Bid conditions prevail

			documentary evidence in support of “A” & “B” above along with their Bid.	Provide waiver on furnishing of these documents	
25		Cl. No. 1.3.3(d)	Bid capacity The available Bid Capacity of the Bidder at the time of submission of Bid, calculated as under should not be less than Rs. 34 Lakh.	Considering the service is a skill based profession and is dependent on the no. of professional manpower available with consultant. Further as per the general practice being followed by other central PSUs ?Agencies, Bid capacity is one of the criteria for the selection of contracts/developers and no for the selection of consultants Hence we request to delete bid capacity criteria for the bid management consultancy	Bid conditions prevail
26		Cl. 1.3.8.3	They have adequate financial stability and status to meet the financial obligations pursuant to the scope of the works. They shall submit copies of their audited Annual Reports and balance sheet for the last 5 (five) years and the latest Tax Clearance Certificate and latest Banker's certificate indicating amount in support of solvency.	Tax authority have discontinued the issuance of tax clearance certificate Hence please consider deletion of the submission requirement of tax clearance certificate	Bidder to submit GST Number
27		Cl. No. 1.6(a)	Online Bid Submission – Technical Bid (Part-I) in pdf and Price Bid (Part-II) in electronic format, complete in all respect must be submitted on the portal	Format of Price bid is not provided in the Notice inviting bid. We understand that the financial quote pertains to the professional fees only and it excludes GST and out of pocket expenses such travelling expenses lodging and boarding expenses etc We understand that GST and out of pocket expenses shall be reimbursed by the client Please confirm Also we request you to provide the format for the financial quote /price bid	Refer Section-E(Price Bid) of bid document The price quoted should be inclusive of out-of-pocket expenses.

28		General		We understand that the client will provide the standard bid Document (SBD) to the Bid Management Consultant and consultant shall require to customize the same	Refer Cl. No. 5, Section-B of bid document. Scope of works shall be as per bid document NEEPCO's Contract & Procurement Manual shall be provided for reference as per cl No. 5.1.3
29		General		We understand the scope of work for bid management consultancy does not include the technical aspects of the projects (ie DPR review, cost review, preparation of technical schedules etc) and such technical aspects of the project would be addressed by the client/technical consultant	Clause No. 4 and 5 of Section B of the Bid Document details the scope of work. Preparation of Technical Specification and Technical Data Schedules are in the scope of the Consultant and any other work not specifically included in the scope of work but essentially required for selection of the EPC Contractor, shall be deemed to be included in the scope of work.

Sd/-
General Manager,
I/c Contracts & Procurement
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