

ETALIN HYDRO ELECTRIC POWER COMPANY LTD. (EHEPCL)  
PQ. No.: EHEPCL/PQ-001/2014/Package-1 Dated 18.07.2014

Clarification No. PQ-001/PKG-1 TO 6/01 Dated 19.09.2014

Sl. No.	PQ Criteria reference Clause	Clarification Sought	Clarified as
P-1-6/- 1	3.3.1.1 Planning, Design & Engineering Services (b) Specific Experience:	We request you to also consider experience in Design Review Services in place of Experience in detailed Design & Engineering.	Not acceptable for Specific Experience criteria.

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P-1-6/- 2	3.3.1.1 Planning, Design & Engineering Services	<p>Please refer Technical Criteria for Planning, Design and Engineering. In General criteria the subcontract PDE is allowed to establish the qualification with reference to works earlier carried out in the form of Owners Engineer / EPC Contractors Consultant or member of EPC consortium (which means if the consultant has experience working as Owner’s Engineer and previously performed review of designs of EPC contractor is acceptable). However, in specific Experience requirement, Consultant experience in detail design and engineering is required.</p> <p>Does it mean the same as in General Experience case (If a consultant has performed design review services, checking designs of EPC contractor, that experiences shall be taken into consideration in qualification)? If not, we request you to kindly qualify the experience of design review services in Specific Experience also in all the six packages. Design review has equal weightage and skills required if compared with services like performing the construction design and most of the consultants international experience is working as Owners Engineer performing design review services checking designs of EPC contractor engaged by developer for construction.</p>	<p>For General Experience criteria, consultant's experience of Design Review services as Owner's/ EPC Contractor's consultant is acceptable.</p> <p>However for Specific Experience criteria, Design Review experience is not acceptable.</p>

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P-1-6/- 3	Clause 4 Nature of Applicant sub-clause 4.2 Applicant's capability associating Sub-contractor	<p>1. Can the applicant associate, for any specified activity in which the Applicant does not have the relevant experience, more than one Sub-contractor?</p> <p>2. Can the proposed Sub-contractor, for any specified activity in which the Applicant does not have the relevant experience, be a JV between two (2) partners meeting collectively the required Technical Criteria?</p>	<p>1. The Applicant may associate a Sub-Contractor subject to provisions under sub-clause 4.2.</p> <p>2. A sub contractor can be a JV . He has to meet all the relevent clauses required for sub-contractor collectively.</p> <p>3. Further all the requirements for Joint Venture shall be clearly spelt out while submitting the Application like partnership percentage, division of work etc.</p> <p>4. All the Sub-Contracted JV partners shall be jointly and severally responsible and liable for the works assigned to the JV of such Sub-Contractors.</p>
P-1-6/- 4	Sub- Clause 2.4	We request to consider the processing fee of Rs 100,000/- payable at the time of bidding stage	The processing fee is payable at the time of submitting the PQ Applications.
P-1-6/- 5	3.3.2 Financial Criteria Note 3	In case the Applicant submits its Annual Report it and Stand Alone Annual Financial Statement is part of it, we understand that submission of Audited Printed Annual Financial Statement is not required. Please confirm.	Agreed.
P-1-6/- 6	3.3.2.5 Bid Capacity	<p>Bid Capacity: 3.3.2.5- It is mentioned that Bid Capacity should not be less than estimated cost of work.</p> <p>Could you please give us the estimation cost for each packages?</p>	<p>The estimated cost is not required while calculating the "Available Bid Capacity".</p> <p>However, such details shall be required to be re-submitted by the bidder and shall be reassessed at the time of evaluation of Technical/Price Bid invited from prequalified bidders</p>

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P-1-6/- 7	Clause 2 Submission of Applications Art 2.8	In case an Applicant applies for two or more Packages at once, should the criteria be considered based on the cumulative value of estimated cost of these Packages?	Please refer Clause 2.8 of Part-2 Instructions to Applicants.
P-1-6/- 8	Clause 2 Submission of Applications Art 2.8	In the event an Applicant is submitting the PQ for more than one Package can you specify the criteria that will be used to assess their competence to bid for one or more packages?	Please refer Clause 2.8 of Part-2 Instructions to Applicants.
P-1-6/- 9	Clause 2 Submission of Applications Art 2.8	In the event an Applicant is submitting the PQ for more than one Package can this applicant avoid replicating the same financial / legal documentation for each package where this documentation is the same for all packages?	Not agreed. Please refer Clause 2.8 of Part-2 Instructions to Applicants.
P-1-6/- 10	App Form – 7A: Pro forma of Joint Undertaking by Sub-Contractor & EPC Bidder / Contractor, Third Paragraph	“..... and that the Bidder along with its Sub- Contractor shall be jointly and severally bound and responsible for the successful performance of the component Works proposed to be executed by the Sub- Contractor.....”	It is clarified that the sub-contractor along with the Bidder shall be jointly and severally bound and responsible for the successful performance of the sub-contracted portion of the Works for which the sub-contractor has been associated by the Bidder.

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P-1-6/- 11	Application Form-7A (Para-3):	Application Form-7A (Para-3) contains a line " <i>.....and that the Bidder along with its Sub-Contractor shall be jointly and severally bound and responsible for the successful performance of the component Works proposed to be executed by the Bidder ..</i> " which means that Consultant shall be jointly and severally responsible for Contractors portion of work (Construction works of the component) also which is a difficult clause to be accepted by any Consultant. Kindly revise Form-7A in this para and bring more clarity in Clause 1.0 (similar line) in form 7A to enable our risk committee to take final decision for participating in this bid.	Please refer clarification provided at sl. No. P-1-6/10.
P-1-6/- 12	Application Form-7A:	In respect of JDU (Form 7A) for proposed PDE sub-contractor, exclude the condition of joint & several responsibility.	Please refer clarification provided at sl. No. P-1-6/10.
P-1-6/- 13	App Form – 8: Undertaking From Parent/ Holding Company, First Para “.....we hereby undertake to enter into an agreement with EHEPCL on the lines of the.....”	“.....we hereby undertake to enter into an agreement with EHEPCL basically on the lines of the.....”	Not agreed.

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P-1-6/- 14	App Form – 8A: Undertaking From Parent/ Holding Company, Clause-4 “.....In the event of breach and/ or failure on the part of the Subsidiary to perform or ful fill any of its obligations and liabilities under the Contract/Sub-Contract, the Owner may.”	requested to include the following:  “Limitation of liability of the Parent/Holding Company amount-wise, time-wise and from article 5 below, shall be mutually agreed upon.”	Not agreed.
P-1-6/- 15	Clause 10.4 “.....which they will have to adduce documentary evidence of their role and scope of work in aforesaid Joint Venture Contract(s)”	Document such as experience/ performance/ completion letters issued from sub-contractors clients will be submitted as evidence. However not all project information is available on such documents.  Kindly accept documentary evidence such as project drawings, third party documents verifying project features, undertaking etc.	The documentary evidence shall be the completion letters issues by Client(s). Further if the details requested are not mentioned in the client certificate then it should be vetted by giving an undertaking signed by the authorized person. EHEPCL shall have the right to verify all such details from respective Client(s) of the Applicant.

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P-1-6/- 16	Application Form 8 and 8A (Undertaking from Parent Holding Company)	There are many references in these forms that parent company shall be liable for successful completion of Work of the subsidiary company engaged in this project as subcontract. The definition of scope of services for PDE works is as per contract agreement between Owner and EPC Contractor. In general practice, it is observed that complete PDE works as scoped between Owner and EPC contractor is not transferred to Consultant. In that case there is variation between scope of works in the contract signed between Owner and Contractor and between Contractor and Consultant. It is to be made very clear in these forms and wherever applicable in RFP document that Consultant shall be responsible for scope of works agreed between Contractor and Consultant (as per agreement signed between them) and not as per agreement between Owner and Contractor.	It is clarified that the forms Form 8 and 8A clearly define responsibilities of Parent/Holding Company for due performance of the obligations and liabilities of its Subsidiary under the Contract/Sub-Contract.
P-1-6/- 17	Appendix -B Pre-qualification Forms:	We request you to provide soft copy of Pre-qualification Forms including Letter of Application in Ms-word format.	Not Agreed.
P-1-6/- 18	Sub- Clause 3.3.2.2	The applicant's should have earned 'Profit before taxes in three (3) out of five (5) financial years.	Not Agreed.