



3rd Clarifications to Bidders

RFP No.: RFP/UNDP/ACCESS/IDN-0000116781/023/2021

Assignment Name: Engineering Design , Procurement, and Construction for Centralized Off Grid Solar PV Power Generation System in 23 Villages in Indonesia

TO ALL INTERESTED BIDDERS

1	Q	On Section 3. Bid Data Sheet No. 10 regarding to Currency of Proposal, it is written that currency applied is in US Dollar for international contractor and in Indonesian Rupiah for local contractor. On the other hand, On Section 3. Bid Data Sheet No. 6 regarding to Bid Security, it is written that the value is in USD. Therefore, please confirm that whatever the currencies applied, the Bid Security shall be applied in USD as written on the BDS.
	A	It should be as stated in the RFP bid data Sheet , but If you choose to submit bid security in IDR, bidder would be responsible to submit the correct equivalent amount in USD. The exchange rate used would be refer to UNORE - UN Operational Rates of Exchange during the deadline date. UNDP will reject the bid if the amount is less than the required amount due to incorrect currency exchange.
2	Q	Is it allowed that Consortium submits the Bid Security under the name of Consortium Leader only while the Bidder submits under the Consortium formation?
	A	Yes
3	Q	Continuing from Clarification No. 1 and No. 2, please confirm that all Business Licenses and Certificates (which issued by Indonesian institutions) shall be translated in English by sworn translator.
	A	Yes, As per RFP Bid data sheet section 7, the language of the proposal is English. The proposer is responsible to submit the RFP requirements documents with a correct translation.
4	Q	Model Contract for Civil Works, Section 2 Bidder request Employer's clarification regarding the expected days and/or dates as mentioned in section 2?
	A	Its refer to the same section in the " Model Contract for Civil Works" , while during the preparation of contract awarding stage , full description will be included in each section matching with the RFP requirements.

5	Q	Model Contract for Civil Works, Section 3 Bidder request Employer's clarification, which one will be applied Option 1 or Option 2 conditions as mentioned in Section 3?
	A	Please refer to the answer in question no.4.
6	Q	Model Contract for Civil Works, Section 6.3 Bidder proposes to add additional Section as below: 6.3 <i>"If the Employer fails to comply with the timing of payments as set forth above, the Contractor may, after giving not less than 14 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the reasonable evidence or payment, as the case may be and as described in the notice."</i>
	A	Please refer to the answer in question no.4.
7	Q	Model Contract for Civil Works, Section 4.6 and Section 3 BDS item No. 8 Tender Document Bidder would like to propose for LD rate per week is 0.3% instead of 0.3% per day as mentioned in Section 3 BDS item No. 8 Tender Document, and maximum LD rate is 5% instead of 10% of the final price of the Contract.
	A	The bidder should comply with the RFP requirements .
8	Q	General Conditions of Contract for Civil Works, Clause 11 Bidder would like to insert additional paragraph as follows: <i><u>"For avoidance of doubt, If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions other than climatic conditions, or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract by an experienced Contractor on the basis of reasonable examination of the data relating to the Works including any data as to boring tests (if any), provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site if access thereto was available, or other data readily available to it relating to the Works, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant or Contractor's Equipment, notify the Engineer/ Employer in writing of:</u></i> <i>a. <u>the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;</u></i> <i>b. <u>the additional work and/or Plant and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;</u></i>

		<i>On receiving any notice from the Contractor, both parties will discuss in good faith to decide upon the actions to be taken to overcome the unforeseen condition. The Contractor shall be entitled to an extension of Time for Completion and an additional payment arising from the said unforeseen conditions."</i>
	A	Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions. Bidder is not allowed to add or delete and any clause.
9	Q	General Conditions of Contract for Civil Works, Clause 20 Bidder would like to propose to add new sentence as follows: a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, ... in Clause 66 of these General Conditions <u>and/or any damage of loss for the reason not attributable to Contractor</u>), the Contractor shall at his own cost ...
	A	Please refer to the answer in question no.8
10	Q	General Conditions of Contract for Civil Works, Clause 20 Bidder would like tp proposes to add new paragraph as follows: b) The Contractor shall be fully responsible for the review of the Engineering design ... which would affect the Works. <u>The Employer shall ensure the validity of all information and/or data provided to the Contractor whether before or after the commencement date of the Works, and the Contractor may use such information and/or data as a basis for the performance of the Works and the Contractor shall not be liable for the consequences of any invalidity in such information and/or data. For the avoidance of doubt, the Parties hereby confirm that the Employer shall ensure the accuracy and validity of the information and/or data.</u>
	A	Please refer to the answer in question no.8
11	Q	General Conditions of Contract for Civil Works, Clause 26 Bidder would like to propose to add new item as follows: c) <u>If, after the date of bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in Indonesia (which shall be deemed to include any change in interpretation or application by the competent authorities) which subsequently affects the costs and expenses of the Contractor and/or the Extension of Time for Completion, the Contract Price shall be correspondingly increased or decreased and/or the Time for Completion shall be adjusted in accordance with Article 43 to the extent that the Contractor has</u>

		<u>thereby been affected in the performance of any of its obligations under the Contract. The Parties shall mitigate impacts due to the change in laws and regulations.</u>
	A	Please refer to the answer in question no.8
12	Q	<p>General Conditions of Contract for Civil Works, Clause 43</p> <p>Bidder would like to propose new sentence as follows:</p> <p>If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, <u>or any cause of delay giving an entitlement to extension of time under the Contract</u>, the Contractor shall be entitled to apply for an extension of the time for completion ...</p>
	A	Please refer to the answer in question no.8
13	Q	<p>General Conditions of Contract for Civil Works, Clause 46.1</p> <p>Bidder would like to propose new paragraph as follows:</p> <p>... the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.</p> <p><u>If the Employer fails to issue the Certificate of Substantial Completion or fails to give instructions and notify in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate, or notify any defects in the Works affecting substantial completion within twenty-one (21) days after receipt of the Contractor's notice, then the Works shall be deemed to have reached Substantial Completion as at the date of the Contractor's notice.</u></p>
	A	Please refer to the answer in question no.8
14	Q	<p>General Conditions of Contract for Civil Works, Clause 47.2</p> <p>Bidder would like to add additional paragraph as follows:</p> <p>... made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.</p> <p><u>"The Contractor shall not be responsible for the repair, replacement or making good of any defects or of any damage to the Facilities arising out of or resulting from any of the following causes:</u></p> <ol style="list-style-type: none"> 1. <u>improper operation or maintenance of the Works by the Employer;</u> 2. <u>operation of the Works outside specifications provided in the Contract;</u> 3. <u>corrosion, normal wear and tear;</u>

		<p>4. <u>any materials that are supplied by the Employer, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period;</u></p> <p>5. <u>any designs, specifications or other data designed supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein;</u></p> <p>6. <u>any other materials supplied or any other work executed by or on behalf of the Employer.”</u></p>
	A	Please refer to the answer in question no.8
15	Q	<p>General Conditions of Contract for Civil Works, Clause 47.5</p> <p>Bidder would like to add additional paragraph as follows:</p> <p>... any outstanding matters or issues between the Parties.</p> <p><u>“If the issuance of the Certificate of Final Completion is delayed for reasons beyond the control of the Contractor, then the Contractor shall be under no liability whatsoever, whether under this Contract, in contract, in tort, equity, negligence, fault, warranty, strict liability, statutory, at law or otherwise, for and in respect of any asserted defect or deficiency of any kind in, or nonconformity to this Contract of, the work or any relevant part thereof.”</u></p>
	A	Please refer to the answer in question no.8
16	Q	<p>General Conditions of Contract for Civil Works, Clause 48</p> <p>Bidder would like to propose new paragraph as follows:</p> <p>...</p> <p>(e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.</p> <p><u>The Contractor may from time to time during its performance of the Contract propose to the Employer any variations which the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Works or which is necessitated by reason of the existing plant, sub-soil conditions, the document, information and data provided the Employer, any act, omission or breach of the Contract by the Employer.</u></p>
	A	Please refer to the answer in question no.8
17	Q	<p>General Conditions of Contract for Civil Works, Clause 52</p> <p>Bidder would like to propose new Sub-Clause as follows:</p> <p>5. Consequential Damages</p> <p>“Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract.”</p>
	A	

	A	Please refer to the answer in question no.8
18	Q	General Conditions of Contract for Civil Works, Clause 52 Bidder would like to propose in Clause 52, Sub-Clause 4 that the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount ten percent (10%) of the fixed contract price.
	A	Please refer to the answer in question no.8
19	Q	General Conditions of Contract for Civil Works, Clause 56 Bidder would like to confirm, that the VAT will be borne by the Employer
	A	UNDP is tax exempt is also applicable for VAT, withholding tax and also with duty fee so there's no applicable tax that will be added to your proposal. components.
20	Q	General Conditions of Contract for Civil Works, Clause 71 Sub-Clause 4 Bidder would like to propose: 1. Place of Arbitration: Badan Arbitrase Nasional Indonesia (BANI) Jakarta, Indonesia 2. Language of Arbitration: English 3. Governing Law: Indonesia Law
	A	Please refer to the answer in question no.8
21	Q	Do we have actual information about site's conditions such as road status, communication networks, rainy season, topography, land ownership and socio-economic and environmental situations of all locations?
	A	ACCESS have provided all information related to the site conditions including site accessibility, weather forecast, socio-economic situations of the villagers required for construction of off-grid Power plant in specified location. While proposer is required to extract all data from shared Annexes, do their own techno-economic analysis and has to offer best solution for the required services. Further, for detail information about road and socio-environmental conditions of the location, please refer to annexes posted on google drive. Additionally, rainy season has been informed in pre-bid conference meeting, please refer to the following document: Minutes of Meeting - Pre Proposal Conference . The link to the recording of pre-bid conference is also available in the Minutes of Meeting - Pre Proposal Conference document. While information about the land ownership of the PV power plant, please refer to Q#59 of the Minutes of Meeting - Pre Proposal Conference .
22	Q	Powerhouse - energy consumption - we are not 100% sure, whether the quoted energy consumption and load in the tender documents include the powerhouse consumption, or not? Thus, do we need to calculate the energy consumption of the powerhouse and add it on top of the total electricity?
	A	Please refer to annex 4.4.3. Load Profile, Distribution Lines, and HH

		Connection where detail information about energy consumption for all facilities are provided.
23	Q	For the location Gaura (village) - the RFP document on p. 40 says that the total energy need per day is: 117KWh - while in the Q&A Clarification document we received it is stated that daily load of 177KWh is needed: So what is the correct Total energy needed number we need to consider for the calculations?
	A	Please refer to the following document: 2nd Clarification to Bidders question #11
24	Q	Is containerized power house acceptable for this project? Instead if building as it is shown in drawing
	A	Please refer to Q# 72 in Minutes of Meeting - Pre Proposal Conference where explanation to the same query is already provided.
25	Q	Kindly clarify what "Energy reserve/day" means. Is it for the battery storage or we should size the battery based on the Total Energy/day?
	A	The 30% energy reserve/day is, considered for power system's oversizing with the aim of possible load increase in nearby future, clearly mentioned in RFP documents as well as in load profile annex.
26	Q	Is there any specific material for the poles? Can they be in steel?
	A	Please refer to Q# 69 in Minutes of Meeting - Pre Proposal Conference where explanation to the same query is already provided.
27	Q	Kindly advise if there is any specification for the poles for the distribution line to be installed in the sites with sea water.
	A	Please refer to Q# 69 in Minutes of Meeting - Pre Proposal Conference where explanation to the same query is already provided.
28	Q	Are the houses already electrified or do we need to do the internal wiring installation? In the tender it is not clear so please, clarify.
	A	Please refer to Q# 63 in Minutes of Meeting - Pre Proposal Conference where explanation to the same query is already provided.