

Solar and Wind Resource Measurement Campaign in the Pacific Islands

Sustainable Energy Industry Development Project (P152653)

Clarification # 2:

Question 1

Regarding the minimum amount of liquid assets and/or credit facilities of 1 Million USD: In the BDS, Line 5.5(e) it says “We will consider bank statements plus a letter from the Bank stating credit facilities”

Does this mean that only cash on the bank and the amount of credit that the bank would issue is counted? If this is the case, we would like to ask if this requirement can be lowered, since it is difficult for small companies to fulfil, even the 25% or 40% as a Joint Venture member.

Answer 1

Yes this means that only cash in the bank and the amount of credit that the bank would issue is counted.

PPA is considering this request, and we will get back to you in the next couple of weeks

Question 2

GC Clause 6.4: Advance payment security: Instead of an advance payment of 20% and providing a bank guarantee for this, would it be feasible to define an early milestone that is connected to a deliverable? For example, this could be “technical documentation and order confirmation of the major hardware parts”.

The background of this question is: as a small company, typically the full amount of a bank guarantee has to be deposited at the bank. This means that the advance payment does not help at all, because it is money that is not available for paying the hardware purchases, travels and whatever expenses occur, and is locked on the bank until the release of the guarantee. From bidder’s view, it would be preferable having a payment milestone that gives the PPA a certain level of certainty that the consultant is actually working (hence, technical documentation and the proof that equipment has been purchased), but on the other hand does not require an advance payment security.

Answer 2

The amount of the advance payment can be adjusted if the bidder requests a lower amount of the advance payment. We do not plan to change the payment schedule.

Question 3

Performance Security and Advance Payment Security

- In the model of both guarantees, it says regarding the name of the Service Provider “in the case of a joint venture shall be the name of the joint venture”: to issue a bank guarantee on the JV, the bank requires that this JV has a legal registration (e.g. in form of a company such as Ltd., GmbH, ...).

- Further, to issue a bank guarantee, the bank must verify the natural persons behind the JV partners (legal requirement for anti-corruption, anti-terror-financing etc. reasons).
- Both, setting up a JV company and allowing all the required checks for the bank requires time. In clause Section I, clause 35.1 it is required that the performance guarantee has to be presented after 21 days, which therefore is difficult or impossible to meet, because bidders will typically not instate the JV company prior to winning a tender due to the related effort and cost.

Would it be possible to either allow that:

- the Guarantee be issued in the name of only one JV partner (instead of the JV as a whole), or
- that each partner presents a bank guarantee of his own, which in sum fulfil the required amount?

Answer 3

If needed the 21 day requirement can be adjusted based on the nature of the winning company/JV, we do not plan to change the wording of the original RFP regarding this issue.