Second and Final Set of Questions and Answers (Q&A)

Request for Proposal (RFP) for Consultancy Services for the Development of a Concentrated Solar Power (CSP) Plant in Hermel Lebanon

Issue Date: 10 December 2019
Prepared by the Lebanese Center for Energy Conservation (LCEC)
Note 1: Proposal is due on 26 December 2019 at 3:00 p.m. All proposals received after the mentioned date and time will be rejected.

Note 2: The LCEC gathered all questions received between the date of publication of the first set of Q&A and the issue date of this document to reply with one set of answers.

Q1. ”Will the responses on clarifications received from other bidders be shared with the other bidders?”
   A1. All clarifications will be shared through the Q&A list with all the bidders.

Q2. ”By when can we expect latest feedback on the clarifications?”
   A2. When the Q&A list is released, the document will be sent to all entities who expressed interest.

Q3. ”Phase 2 - Tendering (page 103): Having (1) prepared several times CSP tender documents for similar projects in the past, (2) most recently for two CCGT projects in Lebanon (ongoing project) and (3) the provided reference to a required PPA (page 99), we understand that the Hermel CSP project shall be procured (I) as Independent Power Producer (IPP) project and as such (II) a Minimum Technical Specification (MFS) will be required.”
   A3. The Tender Documents shall address several points such as detailed in page 104 of the RfP.

Q4. ”Plant design (page 83): Although the RfP provided information regarding the plant design and performance, i.e. (50 MW, 7.5 h and 170.6 GWh/a etc.) but also that the plant capacity shall be at least 50 MW and that the plant which be at times operational on a continues basis, it is understood that the consultant shall optimize the plant design, resulting in a plant of at least 50 MW with at least 7.5 hours of storage capacity and an annual net generation of 170.6 GWh. Please confirm”
   A4. The consultant shall study multiple options for the size and storage for the CSP plant, and then recommend the best size for this plant, the smallest of which being a plant with the specifications mentioned in the question.
Q5. “Implementation schedule (page 85): Is there an updated start of commercial operation (COD) for the CSP plant?”
A5. This bid is only dealing with the feasibility study of the CSP plant in Hermel. After completion of the feasibility study, relevant decisions will be taken.

Q6. “Meteo stations (page 94): Would rented meteo stations be a compliant alternative? Such meteo station contracts would then contain an option to be bought by the plant owner later on.”
A6. As per the RfP, the winning bidder shall buy the meteo stations, install and operate them. Sensors shall be definitely calibrated before being used in this project and not used in other places after the calibration process.

Q7. “Technical Scoring - Ref 6 Lebanese Solar Market (page 26): Given the Lebanese Solar Market in a MW scale is so fare very limited, would it be possible to extend the previous experience to other renewables and conventional power projects?”
A7. No, the experience could not be extended to other forms of energy. As can be seen in the table in the technical scoring, this criterion is a comparative one between all bidders. Hence, even if the Lebanese market is considered limited compared to other markets, the comparison will be based solely on the size of projects in the Lebanese market.

Q8. “Delay submission date: Regarding the Request for Proposal (RfP) for Consultancy Services for the Development of a Concentrated Solar Power (CSP) Plant in Hermel Lebanon we like to request for postponement of the deadline for delivery of the proposal to you by 3 weeks (17th of December); due to the external factors in Lebanon. We foresee some difficulty delivering the proposal on paper and CD at your office in Beirut. Postponing the proposal deadline would be in agreement with clause 148: ‘In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their offers, LCEC may, at its discretion, extend the deadline for the submission of proposals.’”
A8. The deadline has been postponed until the 26th of December 2019 at 03:00 pm.

Q9. “Performance bond Clause 149: Performance bond: according to the Lebanese laws and regulations (performance bonds, taxes, duties, stamp fees). However, the bidder shall be forfeited the performance bond for non-compliance—inability to successfully commission and put into production the entire project in the proposed timeframe. Putting the solar station into production means successfully delivering continuous operation for a period of 30 days and successfully delivering minimum units of electricity (based on solar availability) for a period of 30 days. Does this performance bond apply for the RFP or only for a later stage after project award? or after tender procedure when the plant is actually build and taken into production?”
A9. The performance bond is not required anymore in this bid. Form 5 is deleted from the requested forms.

Q10. “Contract party and payment institution: We understand that LCEC act as the contract party and that the payment institution will be RVO from the Netherlands. We assume that payments will be in Euro and originating from RVO from the Netherlands. Please confirm?”
A10. The payment will be directly made by RVO to the consultant in Euro.

Q11. “Approval of deliverables: Please clarify how the deliverables will be approved, will a steering committee approve the documents? Who will participate in the committee? We expect a fair and clear approval process for the review of our deliverables.”
A11. As stated in the RFP, each deliverable will be jointly reviewed by the LCEC and RVO. Review comments will be combined and sent to the Consultant. The go/no go decision after phase 1 of the studies will be taken by RVO in consultation with the LCEC.

Q12. “References: Our subcontractors have very relevant project references, but cannot easily become our JV partner. Please permit us to submit project references of our subcontractors and take them into consideration in the evaluation. Please confirm?”
A12. Only the experience of the JV members will be counted as the commitment letter will be signed by the JV members. In order to be fair with all bidders, subcontractors’ experience will not be taken into consideration.

Q13. “Security situation in project area: For our travel security we depend on advice of International SOS with respect to the situation in countries in regions. Currently there is an increased (high) risk in Hermel. Can you indicate more details about the security situation at and around the project site in Hermel? Can LCEC provide security measures to the project site? NB: In case of project execution we need to assess the travel risks and make a proper plan to ensure security of our staff.”
A13. Security of the personnel is to be provided by the consultant’s best practices. The area where the weather stations will be installed is to be secured in coordination with local authorities. There are lots of municipal lands in the region that could be used near the potential locations for this purpose.

Q14. “RFP, Page 21, sub 101. To show commitment and availability of expertise a Joint Venture agreement is requested. The added value for a Joint Venture for this assignment seems limited to us and requires considerable time and budget. As alternative we propose to use a Consortium agreement or Commitment letter mutually signed and stamped by the two consulting firms. Can you agree with this alternative?”
A14. A Joint Venture agreement is mandatory in order to have one signatory on the bid’s contract and the consortium be presented as one legal entity facing the project.

Q15. “Page 59 Form 8 and Q&A sub19. Can references of the sub consultant be counted in, in case a bidder submits a declaration that this sub consultant is tied into the project, as proposed under (Q14).”

A15. Only the JV members can add their experience in form 8. If the sub consultant is a part of the JV, he could add his experience in this form. If not, his experience cannot be added.

Q16. “In case a Joint Venture is mandatory, we like to propose a Joint Venture established in the EU, the Netherlands. This JV agreement shall be ratified by a Lebanese notary. Would this be sufficient, any other requirements applicable?”

A16. Form 2 is a complete joint venture agreement that the participants need to fill and get signed by a Lebanese notary. The Joint Venture shall be complying with all laws and regulations relevant to the establishment and operation of joint ventures in Lebanon and shall be certified by the relevant public notary. Any change in the wording of the JV agreement form will result in the rejection of the proposal.

Q17. “The RFP contains general conditions but no contract format. We like to propose the FIDIC consultancy services agreement as the basis for this assignment. Is this format acceptable?”

A17. The Consultancy Service Agreement will be based on Lebanese laws, regulations and conditions.

Q18. “We assume that the scope of work is limited to the development of the project (not the building of the project). It is our understanding that this assignment does not concern the construction, installation nor operational phase of the project. Why is an installation agreement mentioned in Form 1? Is that correct?”

A18. This is correct. You may delete the word installation in form 1.

Q19. “Page 40 sub 188. Reference is made to liabilities. We need to limit the liabilities in order to arrange the right level of insurance. Liability needs to be capped in height (i.e. equal to consultancy fee) and time (i.e. 4 years). The FIDIC agreement format allows for such clause. Can we propose this format?”

A19. The liabilities are mentioned in this RfP in the general conditions of the contract. All conditions will be further detailed in the contract to be signed between the winning bidder and the LCEC as per the Lebanese laws, regulations and conditions.

Q20. “FORM 5 Performance Guarantee. The Performance Guarantee needs to be valid until the date of issue of the Defects Liability Certificate by the Employer. It appears that this
assignment covers also the installation phase? There are no contract conditions which refer to any Defect Liability Period of a taking over. Please clarify?”

A20. The performance bond is not required anymore in this bid. Form 5 will be deleted from the requested forms.

Q21. ” Page 44 sub 197. For the settlement of disputes, we prefer the international arbitration with the ICC. Is that acceptable?“

A21. The settlement of disputes will take place in the courts of Beirut according to Lebanese laws and regulations.

Q22. ” Kindly advise on “Alternative 4: Any other alternative of JV Partners acceptable to CDR” in Form 2. “

A22. Kindly disregard Alternative 4 in Form 2: Joint Venture (JV) Agreement

Q23. ” Page 45, sub 201. We do not have any knowledge of Lebanese law. We prefer to have Dutch law (familiar to RVO) to be applicable to the Contract. Can you agree with this alternative?“

A23. The Consultancy Service Agreement will be based on Lebanese laws, regulations and conditions.

Q24. ” Page, 9 sub 25, page 10 sub 26 and Page 86. We understand that Payment will be made directly to Consultant by RVO. Although on page 34 sub 154 it is mentioned that LCEC shall effect payments to the winning bidder in Euros. Can you confirm that payments will be made directly to Consultant by RVO?“

A24. We confirm that the payments will be made directly by RVO to the consultant, although as described in page 86 points 43, 44, and 45, the consultant will submit the invoices and documentation to the LCEC, which will in turn send the invoice and documentation to the RVO who will then pay the contractor.

Q25. ” Page 94, 2.1.4. Content and expected scope of the weather stations. This paragraph sets out that consultant has to acquire (or hire) at least two weather stations as described, but if the subject is to gather comprehensive measurements for the site decision, then a measurement campaign or time frame should be defined as i.e. 6 months (usual minimum along the main summer months). Please confirm if measurement campaign is part of the scope?“

A25. Yes, the measurement campaign is part of the scope.

Q26. ” Page 94, 2.1.4. If additionally, several sites should be compared to each other, then more time or equipment might be required. Please clarify where and for how long the weather stations are expected to be installed? Can we assume a 6-month measurement campaign per potential site is sufficient?”
A26. The weather stations are expected to be installed as early as possible in the project. Concerning the time of the measurement campaign, as mentioned in the first Q&A, the desired period of data collection is 5 years. This period could go down to 2 years’ minimum.

Q27. “There are 2 different instructions as to where form 7 should be in the proposal (section 1 or end of proposal). Please confirm the correct place of this form 7 in the proposal?”

A27. Form 7 is only required in section 1.

Q28. “Ref. to Section G, Clauses 2.1.1 & 2.1.2: Study of current situation in Lebanese power sector (i.e. current and planned investments in power plants, status of transmission and distribution losses, current electricity generation, etc…) will be based on information to be made available from ministry of energy and EDL. We assume that no site surveys or field tests will be carried out for this purpose.”

A28. The consultant is expected to carry out a desk study and to collect the necessary data. Meetings with MEW and EDL representatives can be sufficient for this phase. Any additional studies including site surveys and field tests will be scored favorably in the technical scoring part c “Quality/Type of sub-studies proposed for each deliverable”.

Q29. “Ref. to Section G, Clause 2.5: Our understanding that for alternative renewable energy options, only cost estimates are required. Financial, economic and environmental and social analyses are not required. Please confirm.”

A29. As per Section G, Clauses 2.5 and 2.6, the consultant shall rank the alternative options based on estimated CAPEX, OPEX and environmental and social impacts. These estimates should be based on literature review and stakeholder consultations in Lebanon. Additionally, the consultant shall compare the alternatives with the selected CSP type from section 2.1.3 and present pros and cons of both CSP and alternative options. Hence all information related to the financial, economic, environmental, and differentiating pros and cons should be developed.

Q30. “In reference to Section 2.6, a preliminary ESIA is required to be prepared in parallel with the preliminary design study. However, according to decree 8633/2012, a scoping report and an EIA report are the required deliverables. Please clarify the scope of the preliminary ESIA.”

A30. The ESIA scoping report shall include both environmental and social aspects. As for the environmental aspect, “Article 7: EIA Scoping” of decree 8633/2012 defines the points and conditions of EIA scoping. The scoping report (preliminary ESIA) should be submitted as deliverable of task 2.1.5. After the Go/No Go decision, the scoping report should be expanded to a full-fledged ESIA as a deliverable of a section 3.1 in Part H-Phase II.
Q31. “In reference to Section 2.15 ‘ESIA Scoping Report’, it is the consultant’s understanding that baseline ecological, air, water and noise studies will need to be undertaken as part of the project. Please confirm.”
A31. The ESIA scoping report shall include both environmental and social aspects. As for the environmental aspect, “Article 7: EIA Scoping” of decree 8633/2012 defines the points and conditions of EIA scoping. The Go/No Go decision will also be based on the approval of the Ministry of Environment on the ESIA scoping and the outcomes of the stakeholder consultations.

Q32. “In reference to Section 2.1.5 ‘ESIA Scoping Report’, “information of the project land-use, nature of production processes, quality and quality of waste, estimation of number of people, vehicles and equipment and their movements, including emission that may occur” are required to be provided as part of the Scoping Phase. Please confirm the level of details required at this stage.”
A32. The ESIA scoping report shall include both environmental and social aspects. As for the environmental aspect, “Article 7: EIA Scoping” of decree 8633/2012 defines the points and conditions of EIA scoping. The Go/No Go decision will also be based on the approval of the Ministry of Environment on the ESIA scoping and the outcomes of the stakeholder consultations.

Q33. “On page 103/122, it is stated that “one tender to select one contractor”. It is understood that the project forms one package. Client to confirm.”
A33. The consultant that will win the bid will win both phases of the bid. This is mentioned in the RFP in point 39 page 86. The consultant that wins this bid will be responsible to develop all matters related to the feasibility study described in the RFP.

Q34. “Page 40/122 – General Conditions of Contract: Said conditions are addressed to a Contractor. Is the Contractor supposed to be the Consultant? Client to clarify.”
A34. Yes, the contractor is the same as the consultant in this RFP.

Q35. “Based on the understanding that the consultant’s scope of phase II will be the preparation of tender documents for design and build contract, it is understood that the tender drawings as part of Phase II, shall include (1) conceptual master plan indicating the location and approximate footprint of buildings, and roads, and necessary services. Please confirm.”
A35. The RFP states that “This tender documentation should include requirements for performing a detailed design study of the selected CSP option as well as requirements for the construction and implementation of the chosen CSP works”. If the consultant sees that these drawings are necessary for the tendering phase, then
he should develop them. All of these points will be graded in the technical scoring part c “Quality/Type of sub-studies proposed for each deliverable”

Q36. “Please advise if concept layouts of buildings are part of the consultant’s scope.”
A36. The RFP states that “This tender documentation should include requirements for performing a detailed design study of the selected CSP option as well as requirements for the construction and implementation of the chosen CSP works”. If the consultant sees that these drawings are necessary for the tendering phase, then he should develop them. All of these points will be graded in the technical scoring part c “Quality/Type of sub-studies proposed for each deliverable”

Q37. “It is understood that the duration to develop the tender documents during phase II is 3 Months; please confirm.”
A37. This is correct.

Q38. “It is understood that the submission of tender documents during Phase II shall be discharged in 2 stages: Draft, and Final (submitted upon review and approval of client to the tender documents). Please confirm.”
A38. This is correct.

Q39. “As per our understanding the requested is to prepare a TOR (Terms of Reference) for a Detailed Design of the project. It is understood that the TOR will include conceptual design and performance requirements for the project. Please confirm.”
A39. The RFP states that “This tender documentation should include requirements for performing a detailed design study of the selected CSP option as well as requirements for the construction and implementation of the chosen CSP works”. If the consultant sees that these drawings are necessary for the tendering phase, then he should develop them. All of these points will be graded in the technical scoring part c “Quality/Type of sub-studies proposed for each deliverable”.

Q40. “Is a consortium eligible with a lead partner that has been founded around multiple directors and associates each with over 25 years of environmental and social advisory, including experience in delivering CSP? The company itself does not yet reach 10 years of experience, however the directors and associates do fulfil these criteria.”
A40. The experience is only mandatory for the experts mentioned in the table. Hence, if the people handling the key expert positions comply with the number of years of experience, the consortium will be considered as eligible.
Q41. “Can you kindly clarify if the Key experts for the CSP tender in Hermel are supposed to travel 20 times in total or is each expert is foreseen to travel 20 times, meaning 100 travels to Lebanon?”

A41. The 5 key experts should have, combined between them, a minimum of 20 trips to Lebanon for an average of 4 travels to Lebanon per expert.

Q42. “The 117th Article of the RFP document (In page 27) states a minimum of 650 person-days should be submitted for the key experts. Based on the Technical scoring - b) Team and Tasks table (page 26) we understand that we can propose 2 experts for 1 Key Expert position (in total 7 experts for the 5 Key expert positions). In this case, should 650 person days be allocated to 5 experts or to 7 experts?”

A42. Only 5 key experts should be assigned to the project. The 2 criteria mentioned for the same position, will be evaluating the same person. For example, the team leader should have more than 15 years of experience and more than 10 years of experience in CSP. He cannot have only one of these criteria.

Q43. “Similarly, when 2 experts are proposed for the 1 Key Expert position, which expert will the nominated as a Key Expert?”

A43. As mentioned in question 41, only 1 person will be nominated for each key expert position by the bidding company.

Q44. “Can we confirm that the Key Expert Position ‘Social and Environmental Specialist’ can be split between 2 Experts as Environmental Specialist and Social Specialist?”

A44. This is not applicable. The 5 key expert positions are detailed on page 109 of the RfP.

Q45. “Is the grid impact study, expected to include simulations and modelling (e.g, PSS/E software)?”

A45. In Part F- Scope, the following is required: If the project is feasible, what is the most appropriate design and connection option to the national grid and how should this be maintained. The level of details (simulations, modeling ....) is up to the bidder and will be graded in the “Quality/Type of sub-studies proposed for each deliverable” section accordingly

Q46. “Can we confirm that the scope of the Deliverable 7: ‘Tender documents for detailed design as well as construction and implementation of the project’ to be: Consultant’s input and the assistance for only the relevant sections of the tender documentation (e.g., setting tendering procedures, ToR and technical specifications, technical input on the RFP documents and on contracts including PPA, EPC and O&M head of terms), and not the development of full tender documents?”

A46. The full tender documents should be developed.
Q47. “Could you indicate if the detailed site investigation (i.e. Topographical, geotechnical surveys) is required for, or the Consultant is expected to provide desktop analysis for the description of the geography and topography of the Hermel region?”

A47. In Part G-Phase I, section 2.1.4 in the RfP, the following points are required:

- Description of the geography and topography of the Hermel region;
- Description of the climatologic conditions in the region;
- Assess via GIS tools the most suitable location for construction of a CSP plant (e.g. spatial analysis), The Consultant should at least take into consideration the elevation of the area, DNI, fresh water availability, distance to main infrastructure, bird migratory zones, availability of national electricity grid, among other parameters, in cooperation with LCEC.

And normally for a fully developed ESIA, a detailed site investigation is required. Please check decree 8633/2012.

Q48. “Can we confirm the extension of the project from 50 MW to 100 MW is not included under the scope of this proposal?”

A48. The extension is based on the development of this study. The decision will be made based on the results. However, the consultant shall consider several alternatives in its study.

Q49. “What is the required amount for the Bank Guarantee as per Form-5 Performance Security? Is it a certain percentage of the Contract Price?”

A49. The performance bond is not required anymore in this bid. Form 5 will be deleted from the requested forms.

Q50. “Could you share the definition of Defects Liability Certificate given in Form-5 Performance Security?”

A50. The performance bond is not required anymore in this bid. Form 5 will be deleted from the requested forms.

Q51. “In the 32nd page of the RFP document, it is written that the Performance bond is required to ensure the successful commissioning and 30 days of continuous operation. In the RFP document, the consultant’s final deliverable is given as the final presentation of the feasibility study and tender documents. As per this scope, we understand that the consultant will not be involved in the commissioning and the operation phases of the project. Could you please give further details on the reasoning of the requirement of the Performance Bond’s extension for the commissioning phase?”
A51. The performance bond is not required anymore in this bid. Form 5 will be deleted from the requested forms. The consultant will not be responsible of any part of the construction and operation of the plant.

Q52. “In the RFP document, the required experience of the Institutional Expert is given as a minimum of 10 years in the Team Profile (Rfp page 107) and it is given as a minimum of 15 years in Technical Scoring - b) Team and Tasks table (RfP page 27). Could you indicate which number should be considered?”

A52. The institutional expert should have a minimum of 10 years of experience. Hence the scoring in the table will be as following: 0 points for less than 10 years; 25 points for 10-20 years; and 50 points for more than 20 years.

Q53. “Could you kindly indicate the reasoning for requirement of experience in Lebanon in both clauses 5 and 6 in Technical Scoring - Management and Resource Plan? Please see the details below:

- Nr. 5 ‘Previous Experience in the Solar Market’ (RfP page 25), we understand that a non-region specific experience is asked for. However, there is a special statement *Based on previously completed ESIAs and consultancy projects in Lebanon.
- Similarly, Nr. 6 ‘Previous Experience in the Lebanese Solar Market’ (RfP page 25) requires specific experience in Lebanon solar market, together with the same special statement *Based on previously completed ESIAs and consultancy projects in Lebanon.”

A53. In point number 5 the special statement should be based on previously completed ESIAs and consultancy projects worldwide. Number 6 will remain the same

Q54. “In Technical Scoring - a) Management and Resource Plan, Nr. 7 ‘List of Detailed Milestones’ (RfP page 26) states the bidder will be scored with 0 when the list is ‘Provided’ and will be scored with 50 points when the list is ‘Not Provided’. We think that this should be vice versa as we consider that providing the detailed milestones will be in favour of the project. May I ask your kind clarification on this?”

A54. This is a typo. The scores should be inverted. 0 points will be given if the list is not provided, and 50 will be given if the list is provided

Q55. “In Technical Scoring - c) Methodology section Number 3 and Number. 4 (RFP page 29), the more Committed study Time is proposed to more points the bidder gets. May I ask your kind clarification on why the bidder is encouraged to finalize the study in a longer time period?”

A55. We want to ensure the quality of the study and not involve the companies in a race with time in order to win the bid. In any case, the bidder should not exceed the mandatory deadlines mentioned in the Qualification Criteria – Stage 1, point 120
Project completion date: the completion date for the project must not exceed 9 months following contract signature for phase 1 and 5 months after the Go/No Go Moment.

Q56. ” A consultancy company is planning to bid within a consortium of 3 or 4 parties. They asked me about the criteria to apply as, and thus set-up, a JV. This might be the bottleneck for them to bid, due to the extra administrative costs and effort to set up a JV related to the total budget.”

A56. A Joint Venture agreement is mandatory in order to have one signatory on the bid’s contract and the consortium be presented as one legal entity facing the project.

Q57. ” (RFQ p 104- §3 “Location”). Various missions to Lebanon are suggested in the RFP. For security concerns, could you please clarify how many missions/workshop are mandatory to take place in Hermel Region? On the same topic, we guess the following required meetings are to take place in Beirut City: Kick off meeting (Inception phase), Inception report presentation, workshop to present the feasibility and conceptual design study to local communities and national entities, and mission for the final presentation of the feasibility study. Could you please confirm?”

A57. This is to be specified by the consultant as they deem necessary. A minimum of 1 workshop should be held at the Hermel region in order to present the ESIA to the stakeholders and to the community and explain how the study and the plant will affect their environment and their daily lives.

Q58. ” (RFQ p 91- § 2.1.4 “Site Selection”). CSP potential location should take into account various parameters such as area, DNI, fresh water availability, distance to main infrastructure, bird migratory zones, availability of national electricity grid, etc. It might be necessary for the Consultant to acquire or buy some database. In order to better estimate this cost, could you please provide a list of useful data LCEC will make available to the Consultant to carry out the service?”

A58. Irradiation data for a site relatively close to the Hermel region can be provided by the LCEC. However, Part G- section 2.1.4 specifies that the consultant has to assess via GIS tools the most suitable location for construction of a CSP plant.

Q59. ” Point 130 item 4-5-6. These items are dealing with experience and current activities in the Solar Market and are based on the Solar Energy Experience form (sic) which we understand is Form 8. As Form 8 is titled “Concentrated Solar Power experience”, we deduce experience and current activities in the solar Market Concern Concentrated Solar Power technology only and consequently exclude other solar technologies such as PV or Solar Thermal.”
A59. Form 8 can be filled with experience related to all of the solar market fields and not only concentrated solar power. PV and solar thermal can also be filled in this form, but the type of technology should be described in the description part of the form.

Q60. ”Form 8 is titled “Concentrated Solar Power Experience”. Could you please confirm FORM 8 should list Concentrated Solar Power experiences only and consequently exclude other solar technologies such as PV or Solar Thermal?”

A60. Form 8 can be filled with experience related to all of the solar market fields and not only concentrated solar power. PV and solar thermal can also be filled in this form, but the type of technology should be described in the description part of the form.

Q61. ”Accurate Solar DNI resource data is key to estimate power generation of the CSP Plant and conduct a financial and economic feasibility. At the time of initiation of the study, we understand that only available data will be appendix 1 of the RFP and a 1-year data recorded by a DNI station installed in the region, that a go/no go decision will be taken based partly on the financial and economic feasibility and that, in case of unfavorable decision (i.e. a No Go), the project will be stopped at once. Are the weather stations to be installed before the GO/NO GO Moment or only after a favorable decision (i.e GO decision) is taken?”

A61. The weather stations are to be installed before the go/no go moment. They should be installed the soonest possible in order to have their data ready to be incorporated in the tender documents in case of a favorable decision.

Q62. "(RFQ p 104- §3 “Location”) Could you please clarify what is expected from the Consultant regarding:

- Workshop for development of local expertise to cater to different stages of the installation of a CSP plant
- International trainings for 5 local CSP experts.”

A62. In the first point, the consultant will do a local workshop in Lebanon in order to increase awareness of local experts/manufacturers on how they could enhance/modify their services to be able to provide the expertise needed in the development and O&M phase of the CSP plant. In the second point, the consultant will give an international training for 5 local experts, where the program should be developed by the consultant (e.g. site visits to operational CSP plants with know how transfer, visits to plants that manufacture CSP plant parts, etc.)

Q63. ”Technical Scoring Stage 2- a) Management and resources plan – Item 7 list of detailed Milestones. Is there any mistake regarding the score related to this item? Indeed, a NOT PROVIDED list is scored 50 points while a provided list is 0 point. Could you please confirm the score in case list of detailed Milestones is provided?”
A63. This is a typo. The scores should be inverted. 0 points will be given if the list is not provided, and 50 will be given if the list is provided.

Q64. “Section H – item 116. Is Form 12, which is to be signed by every key expert, the letter required in item 116?”
A64. Yes, form 12 is the letter required in item 116.

Q65. “CSP Services, in addition to its consultancy services has a division that proposes hardware solution for solar consulting and EPC companies. In this case, CSP Service might propose to some of the companies bidding to this RFP a meteorological station. Hence, we would like to know if: “If a legal entity is participating as a JV member at the Tender, is this entity allowed to supply meteorological stations and related services to other bidders as supply of material subcontractor?”
A65. Subcontractors can submit their offers with multiple joint ventures. This does not apply to the joint venture members. If the subcontractor is a joint venture member in one of the proposals, he cannot submit with any other proposal even if he was only applying as a subcontractor in other applications.

Q66. “In the RFP section G, page 94/122, it is said that the Consultant is supposed to “Install weather stations including DNI measurements in the Bekaa region (a minimum of 2 stations should be installed)”. Our question is: should this equipment and its installation be included in the lump sum price, should it be quoted separately or should it be billed to you once the selected Consultant makes its purchase and installation?”
A66. All of the expenses should be within the proposal submitted by the consultant, thus should be included in the lump sum price.

Q67. “We need clarifications regarding the weather stations’ power supply in the different sites for the Hermel CSP Plant project. Should we look for a 24/7 solar-powered option? Or is there access to EDL power supply?”
A67. Please check section 2.1.4 in Part G of the RfP. However, it would be appreciated to look for a 24/7 solar powered option.

Q68. “Reference Section H ”Qualification Criterias” Page 25 &Section G ”Phase I”, Paragraph 2.1 for Technical studies for CSP, clause 2.1.4 Site Selection - Install weather stations including DNI measurements in the Bekaa region: Further to the request for the installation of 2 meteo stations for DNI measurements, please advise if satellite data are acceptable as a replacement to generate a TMY (Typical Meteorological Year). Nowadays, a CSP project is bankable with satellite data, as the accuracy is good enough. With a meteo station erected, at least one year of measurements is needed to be considered, and the full seasonality of the irradiance is not obtained (typically 7 years cycle). So, ground measurements, if any, will be
valid only to slightly tune the satellite data with correlation. The meteo station will be required for operation but not at this stage. Please confirm.”

A68. The weather stations are expected to be installed as early as possible in the project. Concerning the time of the measurement campaign, as mentioned in the first Q&A, the desired period of data collection is 5 years. This period could go down to 2 years’ minimum.

Q69. “Reference Section M ”Forms” Page 50, Form 2 - Joint Venture (JV) Agreement, please advise if arbitration could be done in a third country instead Lebanon (considered as high country risk for foreign parties).”

A69. As stated in point 197 of the RfP and in the JV form, in case amicable efforts fail, the settlement of disputes will take place in the courts of Beirut according to Lebanese laws and regulations.

Q70. “Section M ”Forms” Page 55, Form 5 -Performance Security, a) It is not clear what is the percentage (%) of the contract that should be covered by the bond, please advise b) please advise if we may reduce the validity period of the performance Bond and not link it to issues related to the warranty period of the EPC of the plant or their defect liability. The offer is for consultancy services and finish with the selection of the EPC company, the four years frame for clearance seems on the high side.”

A70. The performance bond is not required anymore in this bid. Form 5 is deleted from the requested forms