

**CLARIFICATION #1: Procurement of Supply and Delivery of IRI  
Class I and Class II Equipment  
(MCA-N/RMP/SH/052)**

**I. Questions noted during the pre-bid meeting:**

**Questions and Answers**

#	Questions	Answers
1.	As per Payment Conditions (Point no 9 of Conditions of Purchase Order), 5% of lump sum Purchase Order price will be paid after Warranty period of one year upon submission of letter of completion of warranty period by MCA-Nepal. Additionally, A performance security of 5% of the Purchase Order price (Point no 12 of Conditions of Purchase Order), valid up to twenty-eight (28) calendar days following the expiration of the warranty period shall be submitted. So, a total of 10% of Purchase Order price withheld by Purchaser?	Yes, this is correct.
2.	Continuing to Question number 1, can the retention amount as per payment condition - clause 9 of condition of contract ( <i>5% of Lump sum Purchase Order Price related to goods and services shall be paid after successful completion</i> ) get paid by replacing it with the bank guarantee?	Currently, the RFQ does not have such provision. However, during contract implementation if the supplier submits the request and MCA-Nepal accepts such request, in that case the retention money can be released against a retention money bank guarantee provided using the MCA-Nepal agreed template and conditions and issued by a financial institution acceptable to MCA-Nepal.
3.	As per BOQ, bidders are required to quote their rates in USD. Is a Nepalese Firm allowed to issue a VAT invoice in United States Dollar (USD), as per existing rules and regulation of Nepal?	Contract shall be signed in USD.  While issuing the tax invoice for the purpose of supply of goods or services under the Contract, the supplier has to issue the tax invoice by setting down there in the amount in Nepalese rupees equivalent to the foreign currency as per the foreign exchange rate specified by the Nepal Rastra Bank on the date of invoice.  USD Buying rate to be used.
4.	Regarding the inspection of goods before delivery, at the manufacturer/supplier's warehouse, who will cover the logistic expenses such as air ticket, DSA/per diem for the person inspecting the goods?	MCA-Nepal representative(s) (or nominated inspection agency) will be travelling abroad for the inspection of the goods at the site, at MCA-Nepal cost. MCA-Nepal will bear the cost of travel expenses including transportation and DSA and any another cost associated with the travel of its representative. Thus, the bidders do not need to quote any price for this purpose. However, the Bidder needs to

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		ensure that the goods are readily available for inspection at the place of inspection.
5.	Since there are two lots of item in BOQ, do we submit our quotations for two lots separately or in a single quotation?	You may submit a single quotation for both lots. However, both lots will be evaluated separately.
6.	In the Technical Specifications for Lot 2: Laser Profilometer- Class II IRI Equipment, there is no details regarding “Wheel Path”. Is it Single- or Double-wheel path?	Single wheel path for IRI calculation in Lot 2 Road Profiler is the requirement of MCA-Nepal.
7.	It is mentioned that you need a laser with 32-kHz frequency which is generally used for pavement macro texture characteristics. We do have 16 kHz laser which is totally complied with ASTM and World Bank Criteria. Please confirm whether laser with 16 kHz is acceptable or not?	MCA-Nepal requires laser with 32 kHz frequency.
8.	It is mentioned in the BoQ, VAT if applicable, please clarify whether we do need to mention the VAT amount in our quote or not?	<p>The VAT is not applicable for foreign firms. But if the bidder is registered in Nepal and supplying the goods locally, they should quote the price with VAT. However, the evaluation of quotations will be carried out without VAT.</p> <p>If the proposed goods is/are exempted goods for VAT, in that case VAT is not applicable for Nepalese firms too as per Government of Nepal. In such case, Nepalese firm are not required to mention the VAT for such Goods.</p>
9.	Lot 1 technical specification, it is mentioned “Includes all hardware and software required to operate the system with automatic data transfer to a portable computer equipped with Windows 8 or higher including PCMCIA Flash Card or equivalent and automatic data transfer to a PC”. My question is if android-based <b>equipment will be acceptable</b> , as using USB cable, we can easily transfer the data to a laptop or to any other computer system, if required, from an android app to the computer?	Regardless of the acquisition system used (whether Microsoft or Android), the requirement is on the automatic data transfer to Windows 8 or higher.
10.	Do you require a device that also collect the rut depth of transverse line or an equipment of IRI will be sufficient?	The profilometer is to collect the IRI only. The hand-held profiler is to also collect the transverse data when operated transversally in order to obtain the rut-depth of a profile.
11.		The handheld profiler collects elevations when used longitudinally. It can also collect elevations when used transversely. These elevations taken transversely can

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	<p>Lot 1 technical specifications point 4, it is mentioned that “The handheld profiler should instantly calculate and display Rut depth of transverse lines:” however the equipment should also calculate the IRI.</p> <p>Generally, a handheld device, would require for IRI will collect longitudinal profile and calculate the IRI. I am not sure, how a device capturing the longitudinal profile will calculate the rut depth?</p>	<p>provide rut depths based on the transverse profile. The handheld profilometer shall provide transverse profile elevation when used in transverse direction.</p>
12.	<p>On free software updates for 10 years (as mentioned in Technical Specification), is it the warranty or just support?</p>	<p>Just the software update.</p>
13.	<p>Inspection Certificate that is required to be submitted along with invoice and has to be issued by nominated inspection agency. Who will nominate this inspection agency and who exactly will be the inspection agency?</p>	<p>The inspection certificate will be issued either by a nominated inspection agency or by the representative of MCA-Nepal who will be inspecting the goods. At the moment, it is not confirmed by MCA-Nepal.</p>

## II. Questions submitted in writing after the pre-bid meeting:

S. N.	Reference of the RFQ	Question/Requested Clarification	Answer/Response to Request for Clarification
1.		<p>We are local company registered in Nepal and our process will be, we open 100%LC at pers standard terms to our manufactures and get it dispatched in our name which will be billed to MCA-Nepal Locally. Thus we left out with two options;</p> <p>a) Since we cannot raise the invoice in USD as per Government Regulations, can we bill in NPR equivalent to our USD offer in the exchange rate of the bid submission date?</p> <p>b) MCA-Nepal should issue PO in NPR equivalent to the USD in the exchange rate of the Bid Submission date.</p>	<p>Contract shall be signed in USD.</p> <p>While issuing the tax invoice for the purpose of supply of goods or services under the Contract, the supplier has to issue the tax invoice by setting down there in the amount in Nepalese rupees equivalent to the foreign currency as per the foreign exchange rate specified by the Nepal Rastra Bank on the date of invoice.</p> <p>USD buying rate to be used.</p>
2.		<p>Regarding the 5% performance bond and 5 % till warranty period of 12 months, Can we issue Bank Guarantee against equivalent amount and you can release the complete payment as holding 10% cash will affect our cash flow ultimate price in quotations?</p>	<p>Currently, the RFQ does not have such provision. However, during contract implementation if the supplier submits the request and MCA-Nepal accepts such request, in that case the retention money can be released against a retention money bank guarantee provided in the MCA-Nepal agreed template and conditions and issued by a financial institution acceptable to MCA-Nepal.</p>
3.	<p>Technical Specification Lot 2</p>	<p>Need to add one more point against Lot 2 equipment as:</p> <p>Provide at highway speed with 3-axis intern accelerometer, 32-kHz laser (laser class 3B) and GPS: Geo-referenced high accuracy roughness (IRI) in the outer wheel-path.</p> <p>The Road Surface Profiler is configured with single-axis accelerometer because it is used to compensate for the vehicle movement during the longitudinal profile measurement through laser.</p>	<p>MCA-Nepal will <b>not</b> add this requirement.</p>

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4.		Nothing mentioned regarding the <b>single or dual wheel path</b> for IRI calculation in Lot 2 Road Profiler?	Single wheel path for IRI calculation in Lot 2 Road Profiler is the requirement of MCA-Nepal.
5.		Our profilometer comes with 16 kHz laser which fully complies with ASTM. The 32 kHz laser is also available which is generally used for pavement macro texture characteristics. If you only want 32 kHz laser instead of 16 kHz please confirm?	MCA-Nepal requires laser with 32 kHz frequency.
6.	<p>RFB Page – 6</p> <p>Technical Specifications</p> <p>Lot 1: Handheld Profiler - Class I IRI Equipment</p> <p>No. 4 –</p> <p>The handheld profiler should instantly calculate and display Rut depth of transverse lines;</p>	<p>The technical specifications mentions that the equipment is required to measure IRI, but the handheld device is also expected to show rut depth of transverse profile.</p> <p>The transverse profile is required to be collected every 1m, and it is not practical to collect this data manually. You can collect longitudinal profile to calculate roughness (IRI) manually which is more feasible and practical.</p> <p>We will request you to please remove the requirement of rut depth of transverse profiles. Please confirm?</p>	<p>The profilometer is to collect the IRI only. The hand-held profiler is to also collect the transverse data when operated transversally in order to obtain the rut-depth of a profile.</p> <p>The handheld profiler collects elevations when used longitudinally. It can also collect elevations when used transversely. These elevations taken transversely can provide rut depths based on the transverse profile. The handheld profilometer shall provide transverse profile elevation when used in transverse direction.</p>
7.	<p>RFB Page – 6</p> <p>Technical Specifications</p> <p>Lot 1: Handheld Profiler - Class I IRI Equipment</p> <p>No. 5 –</p> <p>Includes all hardware and software required to operate the system with automatic data transfer to a portable computer equipped with Windows 8 or higher including PCMCIA Flash Card or equivalent, and</p>	<p>The specifications here mention that the Handheld profiler is required to operate the system with automatic data transfer to a portable computer equipped with Windows 8 or higher.</p> <p>We can offer an equipment with latest technology that uses Android application/software for data collection and processing. This Android software will automatically calculate IRI and output the data in PPF and CSV files which is stored on the provided mobile device. This data files can then be easily transferred from mobile to a Windows based Laptop or computer system, using the USB cable included with the mobile.</p> <p>Will this equipment be acceptable?</p>	<p>Regardless of the acquisition system used (whether Microsoft or Android), the requirement is on the automatic data transfer to Windows 8 or higher.</p>

S. N.	Reference of the RFQ	Question/Requested Clarification	Answer/Response to Request for Clarification
	automatic data transfer to a PC;		
8.	RFB Page – 7 Technical Specifications Lot 2: Laser Profilometer - Class II IRI Equipment No. 5 – World Class 2 Profiler	The mentioned equipment states that it should comply with ASTM E950 and ASTM E1926. These standards require equipment designed to provide the output as per the definitions of Class 1. Further, the specifications for the equipment and outputs indicate a Class 1 equipment and not Class 2. Please confirm the required Class for this equipment?	Lot 1 is class I and lot 2 is class II equipment.  Please refer to the requirement for class 1 and class 2 per the World Bank (WB) Technical note 46 which is provided on pages 6 to 8 at the below link.  <a href="https://documents1.worldbank.org/curated/en/851131468160775725/pdf/multi-page.pdf">https://documents1.worldbank.org/curated/en/851131468160775725/pdf/multi-page.pdf</a>  ASTM E950 defines classes in Table 1 and Table 2 for all 4 classes of IRI and not for class 1 per WB only.  <a href="https://www.dropbox.com/s/ltp602rpy39cyw7/ASTM_950.pdf?dl=0">https://www.dropbox.com/s/ltp602rpy39cyw7/ASTM_950.pdf?dl=0</a>
9.	RFB Page – 7 Technical Specifications Lot 2: Laser Profilometer - Class II IRI Equipment No. 2 Provide at highway speed with 3-axis intern accelerometer, 32-kHz laser (laser class 3B) and GPS: Geo-referenced high accuracy roughness (IRI) in the outer wheel-path.	The specifications here do not indicate the GPS accuracy required for the data collected. Could you please confirm and inform us of the required GPS accuracy?	Accuracy for the GPS has to be within 5 meters.
10.	RFB page 23 Purchase Order No.5 - Delivery Time	The goods are to be delivered to the place of destination within 160 calendar days from the purchase order signing by both parties. At the Pre-bid meeting, it was also informed that this timeframe should be met and deviation will not be accepted. We seek clarifications on the process in the	Any request for extension shall be reviewed based on its justification and supporting documentation in line with the corresponding Contract provisions. If the request is properly justified and MCA-Nepal accepts the submitted request, the extension of the Contract may be granted.

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		<p>case of delays due to force majeure reasons, for example, act of war or natural calamity, or the recent global shortage of electronic parts. Such reasons may affect supply from vendors which in turn impacts manufacturing schedule. This is not in the control of the manufacturer or bidder and cannot be anticipated.</p> <p>In this case, will an extension for delivery be granted if a written request is presented?</p>	<p>Please refer to the Force Majeure clause under Addendum 1, which will apply during contract implementation.</p>
11.	<p>RFB Page 24 Purchase Order No. 9 Payment Conditions c) 5% of Lump sum Purchase Order Price related to goods and services shall be paid after successful completion of the warranty period of one year, upon submission of letter for completion of warranty period issued by MCA- Nepal. &amp; RFB page 26 Purchase Order No. 12 - Performance Security</p>	<p>As per point no. 9 Payment Conditions, the terms mention that 5% of Lump Sum Purchase Order Price will be retained until the completion of the warranty period of one year.</p> <p>At the same time, as per Point 12 regarding Performance Security, it is mentioned that a 5% of the Purchase Order Price will be retained until the completion of warranty. Does this mean a total of 10% of the Purchase Order Price will be retained?</p> <p>In our experience with similar international tenders (such as World Bank and ADB), generally a % of the lump sum amount of the Bid Price is retained or a Performance Security is required. Both conditions are usually not included at the same time.</p> <p>MCA, in any case, reserves the right to cancel the Purchase Order if it not advantageous to the institute as per clause no. 22. Further, clause no. 15 of the Purchase Order also ensures that the bidder will be responsible to provide spare parts and technical support required to avoid rejection of future bids.</p> <p>So, we will request you to re-consider and remove one of the conditions to retain the 5% of until completion of warranty period.</p>	<p>Yes, 5% of the Contract Price shall be retained and the Supplier will also have to provide Performance Security (which is not retention) for 5% of Contract Price.</p> <p>Please take note that Clause 22 of the RFQ states “MCA-Nepal reserves the right to reject any or all quotations or offers without incurring any liability and may waive any defect or informality therein and accept the offer which deems most advantageous to the institution.”. Thus, this clause is applicable only during the procurement process, not during Contract implementation.</p> <p>Clause 15 of the Purchase order states: <b>“Failure to Perform:</b> The Purchaser may cancel, at any time, this Purchase Order if the Supplier fails to deliver the Goods in strict accordance with the above terms and conditions. The Supplier undertakes that</p>

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		Please confirm?	<p>during the Guaranty/Warranty period replacement/repair of any defective parts and equipment will be completed within <b>twenty-one</b> days of the date of notification of the defect(s). Failure to perform in this Purchase Order may be the reason for rejection of quotations/bids in future bidding processes”. This clause does not refer to supply of spare parts but about replacement/repair of defective goods supplied.</p> <p>MCA-Nepal will not amend the provision of the proposed Purchase Order.</p>
12.	<p>RFB Page 26 No. 9 Documents to be submitted during Payments as demanded by the LC: - Inspection Certificate &amp; No. 16 Inspection</p>	<p>The terms mention that the goods will be inspected at the Supplier’s/Manufacturer warehouse before shipment and at the delivery point by the MCA-Nepal Contract Manager or its representative. Further, the documents to be submitted mentions an Inspection Certificate. Could you please advise if the cost of this inspection and certification is borne by MCA or the bidder?</p>	<p>Cost of arranging and getting it done such as providing support during inspection is the cost of Supplier. However, MCA-Nepal representative (s) (or nominated inspection agency) will be travelling abroad for the inspection of the goods at the site at MCA-Nepal cost. MCA-Nepal will bear the cost of travel expenses including transportation and DSA and any another cost associated with the travel of its representative. Thus, the bidders do not need to quote any price for this purpose. However, the Bidder needs to ensure that the goods are readily available for inspection at the place of inspection.</p>
13.	<p>RFB Page – 35 No. 3 – Annex – 6 Power of Attorney</p>	<p>Is the Power of Attorney (POA) for the authorized signatory required if the bid is signed by the Director and Co-owner of the company? If the POA is required, does it need to be a notarized copy, or a Board resolution letter will suffice?</p>	<p>The Bidder shall submit documentary evidence attesting that the person signing the quotation has been granted the authority to sign the quotation on behalf of the firm and commit the firm to enter into the contract.</p> <p>POA is required and shall be as per the local law of the country where the POA will be issued.</p> <p>A Board resolution is also acceptable.</p>
14.		<p>We already took part in tender meeting last week and submitted tender quotation and technical specification.</p>	<p>All bidders are required to check the Addendum issued, minutes of pre-bid issued, and the clarifications issued, and ensure that they have incorporated all the requirements in their submission.</p>