

**CLARIFICATION # 4**  
**FOR**  
**PROCUREMENT OF PLANT DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING AND**  
**COMMISSIONING OF**  
**LOT 1: LAPSIPHEDI-RATMATE-NEW HETAUDA 400kV D/C TRANSMISSION LINE**  
**LOT 2: RATMATE-NEW DAMAULI 400kV D/C TRANSMISSION LINE**  
**LOT 3: NEW DAMAULI-NEW BUTWAL 400kV D/C TRANSMISSION LINE (BASE) AND NEW**  
**BUTWAL -NEPAL/INDIA BORDER 400kV D/C TRANSMISSION LINE (OPTION)**  
**Ref No: MCA-N/ETP/CB/003**

**Issued on: 9 March 2023**

SN	Questions from Bidders	Response of Millennium Challenge Account Nepal (MCA-Nepal)
1.	<p><b>Section III Qualification Criteria Sub Factor 17 Environmental and Social Management Experience</b>  Has developed and implemented at least two Environmental and Social Management Plans (ESMP) that include gender and social inclusion Consideration for similar types of projects in the last five years prior to the Bid Submission deadline  Request MCA Nepal to amend the said Qualifying requirement as per below mentioned clause since normally in most of Transmission Line Projects worldwide GSI consideration is not followed as the working conditions are very tough.  <b>Environmental and Social Management Experience</b>  Has developed and implemented at least two Environmental and Social Management Plans (ESMP) <b>that include gender and social inclusion considerations</b> for similar types of projects in the last five years prior to the Bid submission deadline.</p>	<p>The requirement cannot be amended.  No change accepted. GSI considerations must be followed as stated in the bidding document to comply with MCC financing conditions.</p>
2.	<p>Advance Payment  We understand 10% advance for both Supply &amp; Service Portion shall be interest free. Kindly confirm?</p>	<p>Please refer to GCC 14.2, which states “The Employer shall make an advance payment, as an interest free loan for mobilization and design, when the Contractor submits a guarantee.....”.</p>
3.	<p><b>Supply Payment Terms</b>  50% upon Delivery to carrier  30% upon Delivery at Site  10% upon Taking Over Certificate  10% upon completion of DLP</p>	<p>MCA-Nepal will review the request in detail and if accepted an addendum to bidding document may be issued.</p>

	<p>We request Supply Payment terms as mentioned below:  50% upon Delivery to carrier  40% upon Delivery at Site  5% upon Taking Over Certificate  5% upon completion of DLP (To be released against Bank Guarantee of Equivalent Amount)</p> <p><b>since the proposed change will enable better cash flow for the contractors enabling faster execution at site.</b></p>	
4.	<p><b>Payment terms for Installation &amp; Other Services</b>  80% Progressive  20% upon TOC</p> <p>We request Payment terms for Installation &amp; Other Services payment terms as mentioned below  90% Progressive  10% upon TOC</p>	MCA-Nepal will review the request in detail and if accepted an addendum to bidding document may be issued.
5.	<p>Payment for Price Adjustment Portion:  Please clarify when will the payment for Price Adjustment be made to the Contractor by the Client.</p>	The payment for Price Adjustment portion will be made from IPC number 2. As IPC number 1 will be for Advance Payment.
6.	<p>Please forward us the bidding documents and cost estimate if possible.</p>	The Bidding document was issued to all potential bidders that requested it. Please take note that MCA-Nepal has decided not to disclose the budget/estimate for this procurement process.
7.	<p>222 of 272-Section VII-Particular Conditions of Contract Clause No: Sub-Clause 2.4 Title: Employer’s Financial Arrangements Description of Clause: The Employer shall submit, within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Final Contract Price (as estimated at that time and as agreed and confirmed by the Engineer) in accordance with Clause 14 [Contract Price and Payment]. If the Employer intends to make any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars. “In addition, if MCC has notified the Employer that it has suspended disbursements under the Compact which finances the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such</p>	Please refer GCC Sub-Clause 2.4 in conjunction with GCC Sub-Clause 16.1.

	<p>notification, with a copy to the Engineer, within 7 days of having received the suspension notification from MCC. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 28 days after the date of MCC notification of the suspension, the Employer shall provide reasonable evidence in such notice of the extent to which such funds will be available. “For the avoidance of doubt, in no event shall any MCC Funding be subject to any type of co-financing, joint financing or similar arrangement that would violate the terms of the Compact.” Proposal by Bidder: We request to provide interest on delayed payments, on account of non financial arrangements by Employer which may result in delayed payments to Contractor.</p>	
8.	<p>Prolongation cost: There is no provision of reimbursement of prolongation cost in case project extends beyond original completion period , for reasons not attributable to Contractor.</p>	<p>Any Extension of time for completion of the works and related costs shall be dealt as per the Conditions of Contract.</p>
9.	<p>Please refer Section II-Bid Data Sheet, Page 51, Part-1, Clause ITB 21.3</p> <p>As per Bidding Documents, huge documentation required to be prepared to comply against various requirements.</p> <p>Further, there are three Lots &amp; separate Bid required for each Lot (Original + 5 Copies).</p> <p>It seems quite huge volumes &amp; documentation requirements.</p> <p>May we request you review following proposals, if workable:</p> <ol style="list-style-type: none"> <li>a. Reduce no of Copies requirements with Original Bid, may be 1 or max 2.</li> <li>b. Allow Bidders to submit common documentation for various Lots participated, wherever possible, like common documentation for Qualification Criteria for Bidder, for Subcontractors / Manufacturers...etc.</li> <li>c. Allow Bidder to submit additional Bid Copies at later stage, i.e. after deadline of Bid Submission.</li> </ol>	<ol style="list-style-type: none"> <li>a. MCA-Nepal will review the request and if acceptable, may issue an addendum to modify the Bidding Document.</li> <li>b. There are common documentations as well as different documentations required under the bidding document. Common documents such as legal documents or documents related to qualifications can be submitted as one document for all lots.</li> <li>c. No submission shall be accepted after deadline of submission.</li> </ol>

10.	<p>We request you to kindly arrange to provide searchable PDF files or World / Excel file of following reports :</p> <ul style="list-style-type: none"> <li>- Part-2 &gt; B0 &gt; Annex_B0 &gt; Anne_8_EIA_Document (Volume1_ETP_EIA_MainReport and Volume2_ETP_EIA_Annexes)</li> </ul> <p>Searchable version of above documents will certainly help us to work more effectively duly ensuring compliance with various EIA / Bidding requirements. Please arrange to provide, if possible.</p>	<p>Searchable PDF file is not available. In Nepal, the final approved EIA is always signed, stamped and scanned.</p>
11.	<p>We shall perform the Type Test &amp; FAT test witnessing / inspection of goods at Vendor works in presence of Employer / Contractors Representative. Please clarify whether any additional inspection required to be carried out by the nominated Third Party inspection agency. Kindly clarify</p>	<p>“No additional inspection is required to be carried out by the nominated Third-Party inspection agency.”</p>
12.	<p>In case the handed over access road get eroded / damaged due to rain or natural calamity during construction phase. We presume that the maintenance and restoration of the damaged access road shall be on account of client / employer. Please clarify and confirm?</p>	<p>According to the provisions of GCC 4.15, it is the Contractor's responsibility to maintain all access routes and prevent them from being damaged. Particular attention is drawn to GCC 4.15 e), requiring the Contractor to bear all costs related to any non-suitability or non-availability of such roads.</p> <p>Any loss or damage to any part of the Works (including access or temporary roads) due to any natural event occurring prior to the date of issue of the Taking-Over Certificate shall be covered by insurance to be taken out by the Contractor as per the provisions of GCC 18.2 c).</p>
13.	<p>For BID Submission, we request you to accept <b>1 original + 2 hard copies + 5 USB Soft Copies instead of 5 Hard Copies</b> to avoid logistic difficulties in handling big boxes, as there are Three Lots which shall sum up the weight of about 200 + kg which shall also ease all Bidders documentation requirements. Kindly review and confirm</p>	<p>The request will be reviewed and if acceptable related addendum to the Bidding Document will be issued.</p>
14.	<p>Due to recent Covid surge cases in China which is spreading across in several countries. Most of the countries has advised to take the safety precautionary and imposed travel restrictions. In Case if the Covid Surge engulfs the Region and Travel Restriction have been imposed again during March</p>	<p>The requirements shall not be modified. If the situation changes in the future, MCA-Nepal may issue addendum.</p>

	2023, then in such, we request you to accept the Electronic Bid Submission option also in addition to Hard Copy Submission.	
15.	<p><b>Bid Security (Bank Guarantee):</b></p> <p>As per Bidding Condition Bid Security Bank Guarantee must be issued through a Local Bank in Nepal through Counter Guarantee from Overseas Bank.</p> <p>As per International Competitive Bidding practice and FIDIC Rules a bidder can furnish a bid security in the form of an unconditional bank guarantee issued by a reputable source from an eligible country.</p> <p>Hence, we request you to accept the Bid security / Bank guarantee issued directly by a 1st class bank from overseas eligible country like Saudi Arabia. Please Clarify.</p>	The provision of the bidding document cannot be amended. If the Bid Security is issued by a financial institution located outside the Employer’s country, the Bid Security must be confirmed (counter bank guarantee to be issued) by a correspondent financial institution located in the Employer’s country, satisfactory to the Employer, to make the Bid Security enforceable in Nepal.
16.	<p>Section III: Qualification and Evaluation Criteria, point no. 16. Similar Construction Experience. The requirement on the above is “Successfully completed at least two (2) construction contracts of Transmission Line with 380kV/400kV and above; within the last ten 10 years...”</p> <p>In this context, we would like to consider at least one (1) <b>substantially completed</b> construction contracts of Transmission Line with 380kV/400kV and above, to qualify for the above tender.</p>	The provision of the bidding document will not be amended. However, please note that the requirement is that the Construction should have been completed within last 10 years, but those construction contracts could have been started before the last 10 years duration.
17.	Joint Venture Partners: Kindly clarify the maximum numbers of partners that can bid together in a Joint Venture or consortium.	There are no limitations on the number of members in a Joint Venture Partner in the Bidding Document. If MCA-Nepal decides to make any change, an Addendum on this matter will be issued.
18.	<p>Design</p> <p>Existing Condition:</p> <ol style="list-style-type: none"> <li>1. 80% of design services price (Schedule 1 (item 1.1. and 1.3)) on progress basis upon approval of design by the Engineer</li> <li>2. 20% of design services price upon Take Over</li> </ol> <p>To be Modified as:</p> <ol style="list-style-type: none"> <li>1. 95% of design services price (Schedule 1 (item 1.1. and 1.3)) on progress basis upon approval of design by the Engineer</li> </ol>	MCA-Nepal will review the proposal and if acceptable may amend the provisions of the Bidding Document.

	2. 5% of design services price upon Take Over	
19.	<p>ITB Clause 38.6 (d) under Conflict of Interest</p> <p><b>Clarification requested:</b> It is written in this clause that "During Contract negotiations, the Employer will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered in the Bid without confirming their availability, the Bidder may be disqualified."</p> <p>We have the following communication in this regards</p> <p>a. Since there are some other reasons like an employee separates from the organization due to Personal issues, hence it is practically impossible to bring the same person at contract negotiation stage. In such cases, the alternative suitable replacement must also be acceptable by MCA. Pls Confirm if the understanding is correct.</p>	<p>The replacement of the key personnel is not expected by MCA-Nepal/Employer. The provision of the replacement remains same.</p> <p>However, MCA-Nepal will review the specific situation on a case-by-case basis as it will be encountered and evaluate the situation when the time will come. MCA-Nepal may accept the proposed replacement if the reasons for replacement of the person will be considered appropriate and justifiable.</p>
20.	<p>BDS Clause ITB 20.2</p> <p><b>Clarification requested:</b> Here the amount of bid Securities for Individual Lots are defined as LOT-1 : 700000 USD LOT-2 : 550000 USD &amp; LOT-3 675000 USD</p> <p>We have the following clarification in this regard</p> <p>a. In case the bidder is interested to be eligible for award of 2 Lots, and in any worst case the bidder be awarded only any 2 LOTS out of 3 hence the submittal of 2 Bid Securities which are the larger two i.e 700000 &amp; 675000 must be acceptable to employer, while the bidder shall be submitting all the three bids.</p> <p>b. Similarly if the bidder is interested only for one LOT-1 largest of all bid securities must be submitted by the bidder that shall be applicable for all the three lots.</p>	<p>a and b. Separate Bid Security for each lot is required to be submitted. However, MCA-Nepal will consider this request and if it decides to change the requirement, an addendum to the Bidding Document will be issued.</p>

	Pls confirm if our understanding is correct or else clarify your position in this regard.	
21.	<p>We have a query on Section III: Qualification and Evaluation Criteria, point no. 16. Similar Construction Experience.</p> <p>The requirement on the above is “Successfully completed at least two (2) construction contracts of Transmission Line with 380kV/400kV and above; within the last ten 10 years...”</p> <p>In this context, we would like to consider at least one (1) <b>substantially completed</b> construction contracts of Transmission Line with 380kV/400kV and above, to qualify for the above tender.</p>	MCA-Nepal/Employer will not amend the requirements of the Bidding Document.