

CLARIFICATION#1
FOR
“PROCUREMENT OF CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION FOR
TRANSMISSION LINES AND SUBSTATIONS ACTIVITIES FOR ELECTRICITY TRANSMISSION
PROJECT
PROCUREMENT REF# (MCA-N/ETP/QCBS/006)”.
ISSUED ON 2 MARCH 2023

SN	Questions from Consultants	Response of Millennium Challenge Account Nepal (MCA-Nepal)
1.	As there is no mention about the maximum number of JV or Associate Partners in the RFP document to participate as JV or Associate member, we request for your clarification on the same?	In the RFP issued to the Consultant, there is no limit on the number of JV partners in the RFP.
2.	<p>In Section III, 3.4 (Evaluation Criteria). Should all the firms in the consortium/JV fulfill the mandatory criterion or can any one firm in the consortium/JV fulfill the criteria?</p> <p>Mandatory Criterion 1: At least one design review and construction supervision experience in the last 10 years for Transmission System Project (220 kV or above Transmission Line, 380 kV or above GIS Substation).</p>	Any member of a Joint Venture can satisfy the mandatory criteria.
3.	<p>We would seek clarity on Whether the Public Sector Enterprise wholly owned by the Government can take part in this Bid or not? The ITC 5.6 states that the Government owned entity cannot be a part for Goods or Work Contracts but has not clearly mentioned about their participation in Consulting services. Thus, can a government owned Engineering Consulting Firm participate in this bid in JV with Nepali Firm or without JV.</p>	GOE provisions are not applicable to consulting services and Government Owned Enterprise can participate in the procurement process.
4.	We request you to kindly also share the “Detailed Feasibility Study Report” and the “Compact document” where information for the M&E Plan is provided as mentioned in the RFP-TOR Pg. 113 of 353.	The documents have been already shared with all registered Consultants. If you have not received the link for these documents, please contact us to provide it.
5.	<p>ITC 1.5 states that “.....Tax clearance to fulfill the local Government requirement”</p> <p>Most of the International Companies or National Companies registered in Nepal might have Tax Clearance Certificate of F/Y 2077/78 and Tax</p>	Explanation is correct – Tax Clearance up to FY 2077/78 and Tax Return filing for the FY 2078/79.

	Return Submission of F/Y 2078/79. Hence, we understand that Tax Clearance Certificate of FY 2077/78 and Tax Return Submission for FY 2078/79 will suffice. Please kindly confirm.	
6.	<p>ITC 12.4 (c) The estimated budget for the assignment is: US\$21,000,000.00 (Twenty-One Million United States Dollar) including contingencies. Estimate for Base Period is US\$0.7 Million, Estimate of Option A is US\$19.3million and Estimate of Option B is US\$1Million.</p> <p>It is not clear whether the Budget is excluding VAT and Taxes. Please kindly clarify.</p>	The provided Budget is excluding VAT.
7.	<p>ITC 12.5 (a) Information on the Consultant's financial capacity is required (Form TECH-2A of Section IV A).</p> <p>Audited financial statements for the last three (3) years, supported by audit letters is asked. The Financial Year of Nepal and other countries is different. We understand that Audited financial statements of F/Y 2019, 2020 and 2021 for International firms and F/Y 2075/76, 2076/77 and 2077/78 for national firms is required. Please kindly confirm / clarify.</p>	Last 3 fiscal years mean last 3 consecutive completed fiscal years based on the fiscal year that is applicable to the firm – national/international.
8.	<p>Form Tech-2A: Financial Capacity of the Consultant- Evidence of Financing (USD 1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant.</p> <p>Does this refer to line of Credit? Or our own investment for the awarded project? We understand that evidence of financing includes either Company Bank Balance, Assets / Investment of firm, or Line of Credit from the Bank. Hence, we understand that if consultant provide US\$1,000,000.00 dedicated amount or asset from audited report / Balance sheet or credit line from bank would be sufficient as the evidence of financing. Please kindly confirm / clarify.</p>	<p>The evidence could be in the form of Line of Credit or Bank balance or cash balance, investment in Government securities or similar instruments from a reputable financial institution and is as per ITC 25, dedicated for the implementation of this consulting services as attested by an authorized representative of the Consultant.</p> <p>You are requested to refer ITC 25 in conjunction with Form Tech-2A.</p>

9.	<p>ITC 15.1 The currency(ies) of the Proposal shall be as follows: United States Dollars (US\$). The currency(ies) of the payments shall be as follows: United States Dollars (US\$).</p> <p>Does it mean that Consultant can only propose in US\$ in financial proposals, even for the national firms? Kindly clarify.</p>	Yes.
10.	<p>ITC 4/1 The deadline for submission of Proposals is as follows: 15:00 hours (local time of Nepal (GMT + 5:45) on 09 March 2023</p> <p>The project is one of the most complex in terms of volume of works in the sector in Nepal. Also, site visit is required from the consultant’s team to make site assessments and prepare quality proposals. Project Risk Analysis also needs to be done, hence the time frame allocated for the preparations of the proposals seems insufficient. We humbly request you to extend the Proposal submission deadline by at least 1 month.</p>	Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.
11.	<p>Subject: ".....In the case where a Consultant intends to join with an associate or sub-contract part of the Contract, then such associate shall also be subject to the eligibility criteria set forth in this RFP and the MCC PPG."</p> <p>Clause 5.4, page 15 and 3.7.1 (a), page 61</p> <p>Issues/Quarries: Please clarify if the Group Companies (Associate or subsidiary companies) in the region, need to individually meet the qualification criteria.</p> <p>Suggestions, if any: ".....In the case where a Consultant intends to join with an external associate or sub-contract part of the Contract, then such external associate shall also be subject to the eligibility criteria set forth in this RFP and the MCC PPG. Group's associate company can use the bidding entity's eligibility criteria.</p>	<p>Please refer clause 5 of ITC, which states “The eligibility criteria set forth in this section will apply to the Consultant, including all parties constituting the Consultant...”, ITC 5.3 “A Consultant, all parties constituting the Consultant, and any Sub-consultants for any part of the Contract, including related services, may have the nationality of any country, subject to the nationality restrictions specified in this ITC Clause 5.”, and “Consultants must also satisfy the eligibility criteria contained in the MCC PPG governing MCC-funded procurements under the Compact. In the case where a Consultant intends to join with an associate or sub-contract part of the Contract, then such associate shall also be subject to the eligibility criteria set forth in this RFP and the MCC PPG.”</p> <p>Thus, the Consultant and all parties constituting the Consultant and the Sub-Consultants shall fulfill the Eligibility Criteria.</p>

12.	<p>Subject: "Must propose at least the Team Leader and at least 4 Key Personnel"</p> <p>Clause 3.7.5.1 Key and Non-Key Personnel</p> <p>Issues/Quarries: Please clarify that Team Leader and at least 4 key personals can be within the group company, and can come from international office like India.</p> <p>Suggestions, if any: In case of JV with external partner, the bidder must propose at least the Team Leader and at least 4 Key Personnel.</p>	<p>The Lead Partner of the Joint Venture who is submitting the Proposal shall propose at least the Team Leader and 4 Key Personnel. These personnel may be from any source at the Consultant's convenience.</p>
13.	<p>Subject: Evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant.</p> <p>Clause, Page No.: Tech Form 2A, page 72</p> <p>Issues/Quarries: Please clarify the purpose of "Evidence of financing" ?</p> <p>Suggestions, if any: In case of Purchase of Equipments, the same will be handed over to Consignee (Client) and paid in actuals. For Fees and Reimbursibles, it will be paid on monthly / quaterly invoices.</p>	<p>The purpose of the Evidence of Financing is to verify that the consultant is financially sound enough to carry out the scope of work.</p> <p>The suggestions stated are not clear.</p>
14.	<p>As per the ToR of the Project the Non-Key Personnel also needs to have experience in 220kV or above.</p> <p>As we are all aware that there are a limited number of 220kV Transmission Lines that have been completed in Nepal consisting of 220kV or above. So, a very small number of Experts are available in Nepal.</p> <p>Hence, we would like to request you to consider/accept the personnels with 132kV or above for the Non-Key Staffs.</p>	<p>There is no restriction in the RFP to propose only local experts from Nepal. The requirement of experience in 220kV transmission lines will not be modified.</p>

15.	Due to the complex requirements of the proposal preparation, we would be grateful for your approval of 4 weeks submission deadline extension in order to prepare our proposal in the best possible quality	Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.
16.	The project will be divided into 3 Lots. In FIN -3 the part for “A. Base Period – Task” reflects these 3 Lots, the parts for the other two periods don’t. How are the tasks of part B and C related to the 3 Lots. Will they summarize all three Lots? Alternatively, should there be given the prices for each Lot per task? Please clarify	The Tasks presented in the form FIN-3 under the Base Period and Option Period are in accordance with the Tasks required to be carried out under Base and Options periods. The Consultant should include the cost of each identified Task for Base and Options Period under FIN-3.
17.	In FIN4 prices for each expert shall be shown (loaded fee) for the reason of price reasonableness and possible additional services. So one overall price per expert shall be shown in FIN-4. Will this fee also be applicable in all other periods? It would make sense to calculate a loaded fee for every option, because the number of flights etc. have an influence on the level of the loaded fee. Otherwise, the prices in Base Period would be too high compared to the other two phases. Moreover, front loaded prices explicitly shall be avoided.	The Consultants shall propose rates for Base Period and Option Periods separately and to reflect this in the RFP an addendum may be issued.
18.	RFP states the Non-Key experts are also evaluated as according to the Section III. Please confirm if our understanding is correctly that all 19 Non-Key Experts are assessed from NK-1 -NK-19. If it is the case what is the scoring for each Non-Key position and how is it broken down by their required qualification.	Non-Key experts shall not be evaluated. We are planning to issue an addendum subjected to approval of authority amending this requirement currently stated under the ToR will be amended by issuing an Addendum to the RFP. However, during contract implementation the Non-Key experts CV’s shall be proposed well in advance before deployment of the experts for MCA-Nepal approval and only after MCA-Nepal approval, the Non-Key experts shall be deployed.
19.	Could you please confirm the Non-Key positions from NK-20 - NK- 25 will not be evaluated during the tender evaluation and their CVs should not be provided but only the names of supporting staff, their positions and tasks should be indicated.	Other experts will not be evaluated and the CV’s of other experts need only to be provided during contract negotiations for MCA-Nepal review and approval. We are planning to issue an addendum subjected to approval of authority amending this requirement. Thus, we may issue an addendum indicating that there is no requirement to include names but only the positions, input and tasks to be carried out .

20.	<p>RFP Clause Reference Clause No. 2.2 of Section V. Terms of Reference Under Transmission Lines Activity Page No: 111 of 353 Relevant Extract from RFP: The Transmission Lines Activity includes the “Benefit Integration through Knowledge-Sharing and Social Acceptance” (or MCA Partnership program) sub-Activity. This sub-Activity is proposed as a way of mitigating potential opposition to the Transmission Line Activity by increasing local stakeholders’ benefit from the project. The MCA Partnership program sub-Activity is therefore not a project in itself, but an important supplementary and complementary effort within the ETP designed to help build relationships within potentially affected areas, gain trust, and mitigate the risk of delays to the project. MCA Partnership program shall be considered for any affected wards traversed by the right of way of the transmission line and substations. Possible MCA Partnership program may include but are not be limited to, providing electricity to un-electrified households through the use of local renewable resources such as solar photovoltaics or micro hydro or a combination of the two, extending the NEA grid to households within a ward that is already partly connected to the grid, promoting the local benefits of electricity use by electrifying schools, health centers, and market areas, etc. or similarly beneficial projects. These sub-activities are currently being developed through a consultative process.</p> <p>Proposal Query: We presume that the sub-activity mentioned as “Benefit Integration through Knowledge-Sharing and Social Acceptance” (or MCA Partnership program) sub-Activity, will be part of the scope of selected Contractor's works. Consultant shall not be fully responsible for implementation of this sub-activity wherever required as the current RFP is not clearly identifying the various potential areas where this sub-activity is required to be carried out. Please confirm that our understanding is correct.</p>	<p>Your understanding is correct. Neither MCA-Nepal partnership program nor its supervision is in the scope of the Consultant.</p>
21.	<p>RFP Clause Reference Clause No. 3.2. Project Description, Substations Page No: 117 of 353 Relevant Extract from RFP Substations The new substations will be 400/220 kV GIS substations with power handling capacity of 1000 MVA, 1000 MVA and 630 MVA at Ratmate, New Damauli and New Butwal respectively. The works at Ratmate Substation will include construction of GIS substation for 400 kV and 220kV and associated AIS equipment. Works at New Damauli and New Butwal substation will include construction of 400 kV GIS substation. The works contract will be divided into three lots which will contain construction of three new substations and termination/interfacing works at two existing substations. Lot 1 consists of construction of Ratmate substation and necessary termination/interfacing works at Lapsihedi and New Hetauda Substation. Lot 2 consists of construction of New Butwal substation and Lot 3 consists of construction of New Damauli substation. The layout and SLDs for the substations are attached in Annex A.</p> <p>Proposal Query: W.r.t. the consultancy scope of work under current assignment, we consider that the scope includes only supervising the termination / interfacing works at Lapsihedi and New Hetauda Substations under Lot-1. There are no bay extension or other works at these two substations under current</p>	<p>Your understanding is correct.</p>

	contract and same will be taken care of by other agencies under separate contract. Please confirm.	
22.	<p>RFP Clause Reference Clause No. 2.2 of Section V. Terms of Reference Under Substation Activity Page No: 112 of 353 Relevant Extract from RFP Substations Activity This Activity is complementary to the Transmission Lines Activity. Compact funding will be used to construct three substations: Ratmate S/S located at Ratmate in Nuwakot district; New Damauli S/S located at Damauli in Tanahu district; and New Butwal S/S located in Bhumali of Nawalparasi (West of Bardaghat Susta) district. Separately from the Compact, the GoN has agreed to upgrade two other substations that are connected to electricity pooling hubs along the transmission lines constructed as part of the Transmission Lines Activity, at Lapsiphedi of Kathmandu district and at New Hetauda S/S located in Hetauda of Makwanpur district.</p> <p>Proposal Query: It is indicated that GoN will be taking up Upgradation of two other substations (that are connected to electricity pooling hubs along the transmission lines constructed as part of the Transmission Lines Activity) at Lapsiphedi of Kathmandu district and at New Hetauda S/S located in Hetauda of Makwanpur district. This activity is indicated to be outside of this compact scope of work. Please clarify / confirm if these upgradation works are excluded from the scope of current consultancy contract. If this is to be included, please confirm the details of scope of works to be included by consultant in this contract.</p>	<p>The Supervision and Project Management of bay extension work at Lapsiphedi and New Hetauda Substation is excluded from the current scope of work stated under the RFP.</p>
23.	<p>RFP Clause Reference Clause No. 3.4.2 of Section V. Terms of Reference Under Task 2: Project Management and Monitoring Page No: 120 of 353 Relevant Extract from RFP In coordination with MCA-Nepal, verify that all relevant resettlement and land acquisition activities have been satisfactorily completed (excluding LRP implementation) for a given contract site (or defined section thereof) prior to issuing notices to the contractor to allow it to enter the site (or sections of the site) and proceed with the permanent works. The Consultant shall pay special attention to sequencing and to permitting. The Consultant shall notify MCA-Nepal and other relevant parties of any unresolved or unanticipated land acquisition and right-of-way issues that may impede contractor progress or access to site. A third-party resettlement verification is required before accessing the acquired land.</p> <p>Proposal Query: The Consultant will provide only technical assistance to MCA-Nepal or other nominated authorities to enable stakeholder engagement discussions as per SEP. Consultant's role is strictly limited to assisting in clarification of technical issues or technical queries w.r.t. Right of Way (ROW), land acquisition and resettlement activities. Consultant shall not be directly held</p>	<p>The Consultant shall provide the services as per the requirements of the RFP. However, although the Consultant is not fully responsible for the resolution of any conflict related to site access for construction of Transmission Line (TL) or Substation, the Consultant should assist MCA-Nepal in resolving grievances.</p>

	<p>accountable/responsible for resolution of these issues or any consequential delays or other associated commercial aspects of resolution as the case may be. Resolving the issues shall be responsibility of MCA-Nepal / Selected Contractor. Please confirm</p>																					
24.	<p>RFP Clause Reference Clause No. 3.4.11 Task 11: Coordination of Section V. Terms of Reference Table 8.1-1 : Project Activity Sequence Page No: 187 of 353 and 136 of 353 Relevant Extract from RFP Table 8.1-1: Project Activity Sequence</p> <table border="1"> <thead> <tr> <th>Step</th> <th>Activity</th> <th>Responsibility</th> <th>Condition</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Ensure permitting is in place</td> <td>Contractor</td> <td>To be verified by MCA-Nepal</td> </tr> <tr> <td></td> <td>Fulfill permanent land access procedures</td> <td>RAP Consultant</td> <td>To be verified by MCA-Nepal</td> </tr> <tr> <td>2</td> <td>Fulfill temporary land access procedures</td> <td>Contractor</td> <td>To be verified by Project Engineer</td> </tr> <tr> <td></td> <td>Undertake forest clearance process</td> <td>MCA-Nepal</td> <td>Permit issued by MOFE</td> </tr> </tbody> </table> <p>area/ Government land. The Consultant will arrange temporary site access to the Contractor within Fifteen (15) days after the commencement of the DB Contract in accordance with the temporary land access procedures defined in the ESHSMP for the survey and other investigation works and permanent access for the actual construction work in a phased manner depending upon the progress of the land acquisition activities.</p> <p>Proposal Query: As per the Table 8.1-1: Project Activity sequence, the responsibility for fulfilling temporary land access procedure is by Contractor and for permanent land access procedure fulfillment responsibility is by RAP consultant.</p> <p>In Cl.3.4.11, under Task 11: Co-ordination, it is specified that consultant has to arrange temporary site access to contractor within 15 days. We presume this will be the scope of RAP consultant and not under current consultancy contract. Please confirm.</p>	Step	Activity	Responsibility	Condition	1	Ensure permitting is in place	Contractor	To be verified by MCA-Nepal		Fulfill permanent land access procedures	RAP Consultant	To be verified by MCA-Nepal	2	Fulfill temporary land access procedures	Contractor	To be verified by Project Engineer		Undertake forest clearance process	MCA-Nepal	Permit issued by MOFE	<p>The selected consultant will be acting as an Engineer under the Works Contracts and thus as an Engineer, the Consultant shall be responsible for facilitating to provide temporary land access to the Contractor as per the temporary land access procedure defined by the ESHSMP on behalf of the Employer.</p>
Step	Activity	Responsibility	Condition																			
1	Ensure permitting is in place	Contractor	To be verified by MCA-Nepal																			
	Fulfill permanent land access procedures	RAP Consultant	To be verified by MCA-Nepal																			
2	Fulfill temporary land access procedures	Contractor	To be verified by Project Engineer																			
	Undertake forest clearance process	MCA-Nepal	Permit issued by MOFE																			
25.	<p>RFP Clause Reference SPECIFIC PROCUREMENT NOTICE (SPN) Page No: 2 of 353 Relevant Extract from RFP</p>	<p>Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.</p>																				

	<table border="1"> <tr> <td>Country</td> <td>Nepal</td> </tr> <tr> <td>Project Name</td> <td>Electricity Transmission Project</td> </tr> <tr> <td>Procurement Title</td> <td>Procurement of Consultancy Services for Construction Supervision for Transmission Lines and Substations Activities for Electricity Transmission Project</td> </tr> <tr> <td>Procurement Ref. Number</td> <td>MCA-N/ETP/QCBS/006</td> </tr> <tr> <td>Type of Procurement</td> <td>Consulting Services</td> </tr> <tr> <td>Employer</td> <td>Millennium Challenge Account Nepal (MCA-Nepal)</td> </tr> <tr> <td>Publication Date</td> <td>18 January 2023</td> </tr> <tr> <td>Submission Deadline</td> <td>09 March 2023</td> </tr> </table> <p>Proposal Query: A Time Extension of 3 weeks from March 9 till March 30 is kindly requested for final submission of proposal</p>	Country	Nepal	Project Name	Electricity Transmission Project	Procurement Title	Procurement of Consultancy Services for Construction Supervision for Transmission Lines and Substations Activities for Electricity Transmission Project	Procurement Ref. Number	MCA-N/ETP/QCBS/006	Type of Procurement	Consulting Services	Employer	Millennium Challenge Account Nepal (MCA-Nepal)	Publication Date	18 January 2023	Submission Deadline	09 March 2023			
Country	Nepal																			
Project Name	Electricity Transmission Project																			
Procurement Title	Procurement of Consultancy Services for Construction Supervision for Transmission Lines and Substations Activities for Electricity Transmission Project																			
Procurement Ref. Number	MCA-N/ETP/QCBS/006																			
Type of Procurement	Consulting Services																			
Employer	Millennium Challenge Account Nepal (MCA-Nepal)																			
Publication Date	18 January 2023																			
Submission Deadline	09 March 2023																			
26.	<p>RFP Clause Reference Table 8.2-3: Minimum Numbers of Project Engineer’s ESHS Staff Page No: 202 of 353 Relevant Extract from RFP</p> <p>Table 8.2-3: Minimum Numbers of Project Engineer's ESHS Staff</p> <table border="1"> <thead> <tr> <th>Supplier</th> <th>Senior Specialism</th> <th>Number</th> <th>Mid-level Specialism</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Project Engineer</td> <td>Health and Safety Specialist</td> <td>1 overall</td> <td>Health and Safety Officers</td> <td>5, allocated between SS and TL according to activities</td> </tr> <tr> <td>Social Safeguards Specialist</td> <td>1 overall</td> <td>Social Safeguards Officers</td> <td>5, allocated between SS and TL according to activities</td> </tr> <tr> <td>Environmental Specialist</td> <td>1 overall</td> <td>Environmental Officers, different technical areas (physical, biological, etc.)</td> <td>5, allocated between SS and TL according to activities</td> </tr> </tbody> </table> <p>Proposal Query: Should the CVs of the ESHS staff as indicated in table 8.2.3 be submitted at this stage of proposal</p>	Supplier	Senior Specialism	Number	Mid-level Specialism	Number	Project Engineer	Health and Safety Specialist	1 overall	Health and Safety Officers	5, allocated between SS and TL according to activities	Social Safeguards Specialist	1 overall	Social Safeguards Officers	5, allocated between SS and TL according to activities	Environmental Specialist	1 overall	Environmental Officers, different technical areas (physical, biological, etc.)	5, allocated between SS and TL according to activities	<p>The Consultants are required to submit CV’s of the Key Personnel identified in the RFP with their proposal.</p> <p>The Consultant is required to submit CV of the Non-Key personnel to MCA-Nepal for MCA-Nepal approval well before deployment of the Non-Key staff. The Non-Key staff shall only be deployed to the site or home office or Kathmandu office after MCA-Nepal approval. There is no need to submit the CVs of non-key personnel with the Proposal.</p> <p>MCA-Nepal is in process of requesting approval of authority to amend the RFP so that the Consultant will not be required to provide the names of the Non-Key personnel in their Proposal.</p>
Supplier	Senior Specialism	Number	Mid-level Specialism	Number																
Project Engineer	Health and Safety Specialist	1 overall	Health and Safety Officers	5, allocated between SS and TL according to activities																
	Social Safeguards Specialist	1 overall	Social Safeguards Officers	5, allocated between SS and TL according to activities																
	Environmental Specialist	1 overall	Environmental Officers, different technical areas (physical, biological, etc.)	5, allocated between SS and TL according to activities																
27.	<p>RFP Clause Reference Table 8.1-2: ESHS Management Organization Page No: 188 of 353 Relevant Extract from RFP</p>	<p>"Project Engineer" means the Consultant who will be selected under this procurement process and shall be acting as an Engineer/Project Engineer for the Works Contract.</p> <p>The RAP Consultant is a separate Consultant and will not report to the Engineer (the Consultant). They will report to MCA-Nepal. However, the Engineer will be working in close coordination with the RAP Consultant and MCA-Nepal during RAP preparation and implementation process for granting temporary and permanent site access to</p>																		

	<table border="1"> <thead> <tr> <th>Organization</th> <th>ESHS Management Responsibility</th> <th>Reports to</th> <th>Personnel Requirements</th> <th>Personnel Roles</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>Quality Assurance Manager - Social Inclusion and Resettlement</td> <td>Monitors the level of achievement on all resettlement/compensatory and gender and social inclusion aspects of the Project</td> </tr> <tr> <td rowspan="7">Project Engineer</td> <td rowspan="7">The Project Engineer will provide oversight of all construction contracts and activities. Carries out monitoring as required by the ESHSMP. Reviews and approves Contractors' monthly monitoring reports. Performs completion audits.</td> <td rowspan="7">MCA-Nepal</td> <td>Project Manager</td> <td>Reviews and rejects or approves the Contractors' reports. Approves ESHS monitoring reports. Develops corrective action plans for the Contractors.</td> </tr> <tr> <td>Site Managers</td> <td>Supervises and monitors the Contractors' technical works.</td> </tr> <tr> <td>Health and Safety Specialist</td> <td>Monitors the Contractors' health and safety performance.</td> </tr> <tr> <td>Social Specialist</td> <td>Carries out monitoring of social aspects, including stakeholder engagement.</td> </tr> <tr> <td>Gender and Social Inclusion (GSI) Specialist</td> <td>Monitors and reviews Engineer's and Contractors' performance, undertakes GSI awareness training for both Engineer and Contractors.</td> </tr> <tr> <td>Environmental Specialist</td> <td>Carries out monitoring of physical and biological environmental aspects of Project activities.</td> </tr> <tr> <td>Geomorphologist/ Soil Conservation Specialist</td> <td>Responsible for checking the conditions around aggregate sources and completed work sites.</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Organization</th> <th>ESHS Management Responsibility</th> <th>Reports to</th> <th>Personnel Requirements</th> <th>Personnel Roles</th> </tr> </thead> <tbody> <tr> <td></td> <td>and any Contractor's plans approved by the Engineer and MCA-Nepal.</td> <td></td> <td>Site Managers</td> <td>Ensure that all of the ESHS requirements are achieved on their allocated sites.</td> </tr> <tr> <td></td> <td></td> <td></td> <td>ESHS Manager</td> <td>Approves and submits reports to MCA-Nepal. Ensures that corrective measures are completed.</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Health and Safety Managers</td> <td>Support their companies in achieving all of the health and safety requirements. Prepare monitoring reports to MCA-Nepal. Ensure that corrective measures are completed.</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Gender and Social Inclusion Managers</td> <td>Support their companies in achieving all of the social requirements. Prepare monitoring reports to MCA-Nepal. Ensure that corrective measures are completed.</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Environmental Managers</td> <td>Support their companies in achieving all of the environmental requirements. Prepare monitoring reports to MCA-Nepal. Ensure that corrective measures are completed.</td> </tr> <tr> <td>RAP implementation consultant</td> <td>Implements RAP on behalf of MCA-Nepal.</td> <td>MCA-Nepal</td> <td>RAP Implementation Manager</td> <td>Oversees and coordinates all RAP implementation-related activities. Carries out required monitoring. Produces monthly reports.</td> </tr> </tbody> </table> <p>Proposal Query: We kindly request your confirmation that the Project Engineer and the RAP Implementation sub-consultant do not have any reporting obligations to the consultants. All communication related to RPA and the Project Engineer should be conducted through MCA-Nepal.</p>	Organization	ESHS Management Responsibility	Reports to	Personnel Requirements	Personnel Roles				Quality Assurance Manager - Social Inclusion and Resettlement	Monitors the level of achievement on all resettlement/compensatory and gender and social inclusion aspects of the Project	Project Engineer	The Project Engineer will provide oversight of all construction contracts and activities. Carries out monitoring as required by the ESHSMP. Reviews and approves Contractors' monthly monitoring reports. Performs completion audits.	MCA-Nepal	Project Manager	Reviews and rejects or approves the Contractors' reports. Approves ESHS monitoring reports. Develops corrective action plans for the Contractors.	Site Managers	Supervises and monitors the Contractors' technical works.	Health and Safety Specialist	Monitors the Contractors' health and safety performance.	Social Specialist	Carries out monitoring of social aspects, including stakeholder engagement.	Gender and Social Inclusion (GSI) Specialist	Monitors and reviews Engineer's and Contractors' performance, undertakes GSI awareness training for both Engineer and Contractors.	Environmental Specialist	Carries out monitoring of physical and biological environmental aspects of Project activities.	Geomorphologist/ Soil Conservation Specialist	Responsible for checking the conditions around aggregate sources and completed work sites.	Organization	ESHS Management Responsibility	Reports to	Personnel Requirements	Personnel Roles		and any Contractor's plans approved by the Engineer and MCA-Nepal.		Site Managers	Ensure that all of the ESHS requirements are achieved on their allocated sites.				ESHS Manager	Approves and submits reports to MCA-Nepal. Ensures that corrective measures are completed.				Health and Safety Managers	Support their companies in achieving all of the health and safety requirements. Prepare monitoring reports to MCA-Nepal. Ensure that corrective measures are completed.				Gender and Social Inclusion Managers	Support their companies in achieving all of the social requirements. Prepare monitoring reports to MCA-Nepal. Ensure that corrective measures are completed.				Environmental Managers	Support their companies in achieving all of the environmental requirements. Prepare monitoring reports to MCA-Nepal. Ensure that corrective measures are completed.	RAP implementation consultant	Implements RAP on behalf of MCA-Nepal.	MCA-Nepal	RAP Implementation Manager	Oversees and coordinates all RAP implementation-related activities. Carries out required monitoring. Produces monthly reports.	<p>the Contractor as well as operationalizing grievance redressal established by MCA-Nepal.</p>
Organization	ESHS Management Responsibility	Reports to	Personnel Requirements	Personnel Roles																																																												
			Quality Assurance Manager - Social Inclusion and Resettlement	Monitors the level of achievement on all resettlement/compensatory and gender and social inclusion aspects of the Project																																																												
Project Engineer	The Project Engineer will provide oversight of all construction contracts and activities. Carries out monitoring as required by the ESHSMP. Reviews and approves Contractors' monthly monitoring reports. Performs completion audits.	MCA-Nepal	Project Manager	Reviews and rejects or approves the Contractors' reports. Approves ESHS monitoring reports. Develops corrective action plans for the Contractors.																																																												
			Site Managers	Supervises and monitors the Contractors' technical works.																																																												
			Health and Safety Specialist	Monitors the Contractors' health and safety performance.																																																												
			Social Specialist	Carries out monitoring of social aspects, including stakeholder engagement.																																																												
			Gender and Social Inclusion (GSI) Specialist	Monitors and reviews Engineer's and Contractors' performance, undertakes GSI awareness training for both Engineer and Contractors.																																																												
			Environmental Specialist	Carries out monitoring of physical and biological environmental aspects of Project activities.																																																												
			Geomorphologist/ Soil Conservation Specialist	Responsible for checking the conditions around aggregate sources and completed work sites.																																																												
Organization	ESHS Management Responsibility	Reports to	Personnel Requirements	Personnel Roles																																																												
	and any Contractor's plans approved by the Engineer and MCA-Nepal.		Site Managers	Ensure that all of the ESHS requirements are achieved on their allocated sites.																																																												
			ESHS Manager	Approves and submits reports to MCA-Nepal. Ensures that corrective measures are completed.																																																												
			Health and Safety Managers	Support their companies in achieving all of the health and safety requirements. Prepare monitoring reports to MCA-Nepal. Ensure that corrective measures are completed.																																																												
			Gender and Social Inclusion Managers	Support their companies in achieving all of the social requirements. Prepare monitoring reports to MCA-Nepal. Ensure that corrective measures are completed.																																																												
			Environmental Managers	Support their companies in achieving all of the environmental requirements. Prepare monitoring reports to MCA-Nepal. Ensure that corrective measures are completed.																																																												
RAP implementation consultant	Implements RAP on behalf of MCA-Nepal.	MCA-Nepal	RAP Implementation Manager	Oversees and coordinates all RAP implementation-related activities. Carries out required monitoring. Produces monthly reports.																																																												
28.	<p>Proposal Query: Nepal has a policy of salary raise occurring frequently for Nepalese employees in both public and private sectors. Will there be a possibility of price adjustment when official salary raise occurs</p>	<p>There will be no price adjustment. The Consultant is required to include such prices in their financial proposal.</p>																																																														
29.	<p>Proposal Query: Is there a need for Security guard for employees in remote construction sites and if yes can the security expenses be part of Reimbursables</p>	<p>The Consultants need to investigate such requirement before submitting their proposal and include such cost in their proposal.</p>																																																														

30.	<p>RFP Clause Reference GCC Clause 18, Taxes and Duties Page No: 293 of 353 Proposal Query: As there is no clause under 18 in the SCC, could you please confirm that there is no tax exemption applicable to this contract and that therefore proposals must include all applicable taxes ?</p>	<p>In accordance with GCC clause 18, the Taxes are exempt pursuant to the Compact which can be found at https://assets.mcc.gov/content/uploads/compact-nepal.pdf</p> <p>In addition, Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The Consultant needs to assess application of taxes on its own depending on its status of incorporation and prior registration in Nepal.</p> <p>The Consultant proposal <i>inter-alia</i> shall comply with provisions made under Form FIN-2.</p>
31.	<p>RFP Document Reference ITC 18.1 For electronic submission purposes only, use the FRL in PDS ITC 17.3 c). The deadline for submission of Proposals is as follows: 15:00 hours (local time of Nepal (GMT+5:45) on 09 March 2023.</p> <p>Query</p> <p>Based on the Pre-Proposal Conference we have learned that the project is under time pressure. However, because of the hugh complexity of the projects please grant us a proposal submission extension of three weeks.</p>	<p>Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.</p>
32.	<p>gRFP Document Reference</p> <p>Section V. Terms of Reference Remote Monitoring of Substation Construction Activities. Supply and installation of outdoor (with IP-54 protection) and indoor IP surveillance camera (remotely controllable) at least six no at strategic locations to remotely monitor the substation activities. Scope includes installation of cameras on suitable structures (of temporary nature) with its foundation if required.</p>	<p>This is in the consultant scope and the requirement shall not be amended.</p>

	<p>Query</p> <p>We recommend that the contractor shall supply and install the cameras. The contractor is anyway at site to install items. We are only a consultant and no component supplier.</p>	
33.	<p>In view of the total scope preparation and to ensure the proposer makes best proposition while submitting the proposal, we felt that it would be good to extend the submission timeline by 3 weeks. So that proposal could be better prepared and submitted. Here again I am sure that other proponents would also have the similar understanding.</p> <p>Therefore, we request you to kindly consider extending the submission deadline by 3 weeks to enable us prepare and submit the Winning Proposal.</p> <p>Best.</p>	<p>Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.</p>
34.	<p>Section and Page no: Section III: QUALIFICATION AND EVALUATION CRITERIA,</p> <p>3.4: Evaluation Criteria,</p> <p>1) Organizational Capability and Experience of the Consultant</p> <p>Sub Criteria: 1.1</p> <p>Page No. 47</p> <p>RFP/ToR Requirement</p> <p>Overall organizational capability in engineering and expertise under Supervision of Transmission Line and Substations based on FIDIC Yellow Book conditions of Contract – at least 4 Projects of more than value USD 4 Million each with similar experience</p> <p>1) Please clarify if the mentioned cost of “4 million” refers to the “total cost of the project” or “Consulting value” of the project</p> <p>2) Please clarify if the project’s cost (USD 4 million) will be adjusted for inflation or not.</p>	<ol style="list-style-type: none"> 1. This 4 Million is a qualification criteria and it refers to the Cost of Consultancy services provided by the Consultant.. 2. The cost of the project completed by the Consultant shall not be inflated to satisfy the requirement.

	<p>Since many countries have their own conditions of contract and the FIDIC yellow book has not been in practice for many years in the majority of countries, could you please clarify whether the conditions of contracts similar in nature to that of FIDIC is acceptable?</p>	<p>The requirement is having experience implementing projects under the FIDIC Yellow Book Conditions of Contract and shall not be amended.</p>
<p>35.</p>	<p>Section III: QUALIFICATION AND EVALUATION CRITERIA, 3.4: Evaluation Criteria, 3) Professional Staff Sub Criteria: 3.1-Team Leader Page No. 49 He/she shall also have a proven track record of successfully managing and coordinating as a Project Manager for (a) Two transmission lines of 220kV and above (b) One GIS Substation project of 380kV and above</p> <p>1) Which of the following two scenarios (a or b) will attain more marks? (Examples) a) consultants with 4 no. of projects of 220kV transmission line OR b) consultants with 3 no. of projects of 400 kV transmission line Please clarify the meaning of “P/F” mentioned in the point section</p>	<p>1. The Sub-Criteria will be decided by the Technical Evaluation Panel before the start of the evaluation, thus at this stage no answer can be provided. However, in general terms, the higher the number of projects the higher marks as per the Evaluation Framework.</p> <p>P/F means, this criterion will be evaluated based on Pass or Fail basis and it will not be scored.</p>
<p>36.</p>	<p>Section III: QUALIFICATION AND EVALUATION CRITERIA, 3.4: Evaluation Criteria, 3) Professional Staff Sub Criteria: 3.3-Senior Environmental Specialist Page No. 50 The Specialist shall have extensive knowledge of international best practices in environmental impact assessment and mitigation as well as experience in applying the IFC Performance Standards in low-income developing countries for at-least one infrastructure project.</p> <p>1) Please clarify if the IFC performance standard is required specifically or “World Bank Performance Standard” will be considered for evaluation as well 2) Does experience in international competitive bidding contracts (ICB contracts) qualify as International best practices?</p>	<p>1. The requirement is IFC performance standards and not World Bank performance standards. However, experience in similar standards will be given appropriate weightage during the technical evaluation.</p> <p>2. The Consultant should have applied international standards in the</p>

	<p>Is it necessary for an expert to have both “International experience” and “experience in developing countries” in the same project or an expert can have those experiences in 2 different projects?</p>	<p>projects/contracts to be considered having experience in international best practices. Not necessary in the same project. The experience could be in one project or two projects.</p>
37.	<p>Section III: QUALIFICATION AND EVALUATION CRITERIA, 3.4: Evaluation Criteria, 3) Professional Staff Sub Criteria: 3.8-Senior Gender and Social Inclusion Specialist TL and SS Page No. 52</p> <p>The Specialist shall have knowledge of international best practices including IFC Performance Standards regarding the inclusion of vulnerable, marginalized, and excluded groups, experience working on social and gender issues including but not limited to counter-trafficking in persons and addressing sexual harassment and working experience in the power sector in at least one project.</p> <p>Is it necessary for an expert to have both “International practice including IFC standard” and “working experience in the power sector” in the same project or an expert can have those experiences in 2 different projects?</p>	<p>Not necessarily in the same project. The experience could be in same project or different projects.</p>
38.	<p>Section III: QUALIFICATION AND EVALUATION CRITERIA, 3.4: Evaluation Criteria, 3) Professional Staff Sub Criteria: 3.9-Senior Social Safeguard Specialist Page No. 52</p> <p>In general 15 years of total experience and 10 years of specific cumulative experience in planning, designing, monitoring, and implementing resettlement action plans and livelihood restoration programs in large infrastructure projects.</p> <p>1) Will the scoring be based on cumulative marks for planning, designing, monitoring, and implementing resettlement action plans and livelihood restoration programs?</p> <p>For example, if an expert has 10 years of experience in planning and designing the resettlement action plan but no experience in</p>	<p>In the provided example the proposed candidate does not meet the requirement. To meet the specific experience requirement the proposed candidate must have cumulative 10 years’ of experience in all listed fields.</p>

	monitoring, and implementing the resettlement action plan, will it qualify?	
39.	<p>Section III: QUALIFICATION AND EVALUATION CRITERIA, 3.4: Evaluation Criteria, 3) Professional Staff Sub Criteria: 3.10-S/S Electrical Design Review Engineer Page No. 53</p> <p>He/she shall have specific experience of working on at least two projects of a similar nature (220 kV or above) and complexity. Extensive knowledge of international best practices in HV substation equipment and construction in systems of 220 kV and above</p> <p>Please clarify how many projects will qualify as “Extensive Knowledge”?</p>	<p>To meet the requirement of Extensive Knowledge, 2 projects will suffice i.e meeting the criteria will only score 80% of allocated score.. More than 2 projects will attain more score as per TEP decisions.</p>
40.	<p>Section III: QUALIFICATION AND EVALUATION CRITERIA, 3.4: Evaluation Criteria, 3) Professional Staff Sub Criteria: 3.14-SCADA and LDC Integration and Communication Specialist Page No. 55</p> <p>The SCADA and LDC Integration & Communication Specialist shall have at least 15 years of experience in designing communications systems for similar projects (transmission lines of 220 kV or above voltage level) and geographic conditions.</p> <p>1) Does an expert need to have 15 years of experience in both “similar experience and “geographic experience”? Please clarify. Please clarify the similar geography. Is it enough if the expert has experience in South Asian Terrain?</p>	<p>1) Subjected to authorities approval, an addendum to this requirement will be issued to remove geographic conditions. Experience in any substation project of 220 kV and above voltage level in any country is acceptable. An addendum will be issued replacing the word Transmission Line by Substation will be issued.</p>
41.	<p>Section III: QUALIFICATION AND EVALUATION CRITERIA, 3.4: Evaluation Criteria, 3) Professional Staff Sub Criteria: 3.15- Protection & Control Engineer: Page No. 55-56</p> <p>The Protection and Control Engineer must have had, in the last ten years, specific experience in performing similar functions on at least two power projects of similar size and complexity.</p>	<p>It should be minimum two 400kV GIS Substation (i.e. Highest Voltage available in the substation) with Substation Automation System implemented”.</p> <p>Subjected to authorities approval, an Addendum will be issued in this regard.</p>

	<p>Please explain how the similar size and complexity of the project will be determined, is it on the basis of cost, or is it on the basis of kV of TL and S/S?</p>	
42.	<p>Section III: QUALIFICATION AND EVALUATION CRITERIA, 3.6: Technical Evaluation Form Page No. 58</p> <p>The Technical Evaluation Framework for Scoring is as follows: 0 = Not meeting the requirements 1 = Material deviation from the requirements 2 = Significant deviation from the requirements 3 = Marginal deviation from the requirements 4 = Meeting the requirements 4.3 = Marginally exceeding the requirements 4.7 = Significantly exceeding the requirements 5 = Outstandingly exceeding the requirements</p> <p>Is there objective criteria set for marginally, significantly, and outstandingly exceeding the requirement?</p>	<p>The Technical Evaluation Panel (TEP) will discuss and agree on the corresponding criteria before evaluation starts and will further discuss during the consensus meeting. Once this is determined by the TEP, this will be applied consistently to evaluate all proposals to ensure the consistency of the evaluation.</p>
43.	<p>Section V: Terms of Reference, 3.4: Evaluation Criteria, 3) Professional Staff Sub Criteria: 3.15- Protection & Control Engineer: Page No. 158</p> <p>The Non-Key personnel CVs will also be evaluated collectively as stated under Section III. How will the Non-key CVs be evaluated if no marks are allotted for them?</p>	<p>Non-Key experts shall not be evaluated. We are planning to issue an addendum subjected to approval of authority amending this requirement currently stated under the ToR will be amended by issuing an Addendum to the RFP. However, during contract implementation the Non-Key experts CV's shall be proposed well in advance before deployment of the experts for MCA-Nepal approval and only after MCA-Nepal approval, the Non-Key experts shall be deployed.</p>
44.	<p>Section III. Qualification and Evaluation Criteria, Cl 3.4 Evaluation Criteria, page No. 46 Mandatory Criterion 1 At least one design review and construction supervision experience in the last 10 years for Transmission System Project (220 kV or above Transmission Line, 380 kV or above GIS Substation). Please clarify whether one assignment should include all the scope for TL and GIS S/S or Separate contract of SS and TL can be considered?</p>	<p>Separate contracts for Substations and Transmission Lines are also considered as valid for compliance with this requirement.</p> <p>It shall be noted that the accumulative experience in separate assignments shall match the requirements of the criteria.</p> <p>Either the Consulting assignment might have started before 10 years but completed within last 10 years or the consulting assignment might have started and completed within last 10 years.</p>

	Supervision experience of last 12 years be considered.	
45.	<p>Section III. Qualification and Evaluation Criteria, Cl 1.1 of ITC 24.1, Page No. 47</p> <p>Overall organizational capability in engineering and expertise under Supervision of Transmission Line and Substations based on FIDIC Yellow Book conditions of Contract – at least 4 Projects of more than value USD 4 Million each with similar experience</p> <p>We understand that the value of 4 M USD refers to project cost not consulting fee, please confirm.</p>	The 4 million USD amount refers to the cost/price received by the supervision firm for the consultancy services provided to the Employer.
46.	<p>Section IV A. Technical Proposal Forms, TECH-2A. Page No. 71</p> <p>Financial Capacity of the Consultant</p> <ul style="list-style-type: none"> • Evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant. <p>Please clarify, what do you mean by financing? which supporting document should be furnished to demonstrate the evidence of financing?</p> <p>US\$1,000,000 is required by each member of JV or that can be achieved cumulatively.</p>	<p>The financial capacity requirement mentioned in the TECH-2A means “Evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant.”</p> <p>The evidence could be in the form of Line of Credit or Bank or cash balance, investment in Government securities or similar instruments from a reputable financial institution and is as per ITC 25, dedicated for the implementation of this consulting services as attested by an authorized representative of the Consultant.</p> <p>You are requested to refer to ITC 25 in conjunction with Form Tech-2A.</p>
47.	<p>Section V. Terms of Reference, Page No. 158</p> <p>Non-Key Personnel: All the Non-Key Personnel are envisaged for the Option period only. The Non-Key personnel CV’s will also be evaluated collectively as stated under Section III. The Consultant shall propose the number of manpower against the position and the anticipated man month (home and field) based on their understanding and work plan for performing the assignment. The Consultant may also propose additional positions (with required qualification and experience commensurate with the role assigned) if they consider those positions necessary for the performance of the mandate.</p> <p>In addition, the Consultant is required to propose the below mentioned staff, which was anticipated</p>	Yes, Non-Key experts CVs will not be evaluated and not required to be submitted with the Proposal. Subjected to approval by the authority, an addendum with respect to this will be issued.

	<p>by MCA-Nepal to perform the task successfully. Any change in the additional/support staff need to be justified by the Consultant in their proposal. Only justified proposed changes shall be acceptable. The Consultant is required to submit CV of the Non-Key personnel to MCA-Nepal for MCA-Nepal approval well before deployment of the Non-Key staff. The Non-Key staff shall only be deployed to the site after MCC-Nepal approval. The clause is bit contradictory as in section III there is no score for Non-Key Personnel CVs. We understand that non key CVs are not being evaluated at this stage and we need not submit with our proposal. Please clarify</p>											
48.	<p>Section VII - Special Conditions of Contract (SCC), CI GCC 17.1, Page No. 227 The amount of the fixed price Contract is XXXXX [US Dollars] (the "Contract Price"). The composition of fixed price is as follows:</p> <table border="1" data-bbox="201 852 704 963"> <thead> <tr> <th>Period</th> <th>Price in US Dollars</th> </tr> </thead> <tbody> <tr> <td>Base Period (4.5 months)</td> <td></td> </tr> <tr> <td>Option Period A (58 months)</td> <td></td> </tr> <tr> <td>Option Period B (51 months)</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </tbody> </table> <p>Option Period A duration is as follows: 43 Months Construction, 12 Months DNP and 3 months post DNP Option Period B duration is as follows: 36 Months Construction, 12 Months DNP and 3 months post DNP</p> <p>Since the project is on deliverable basis what if the project goes beyond its specified limit/duration due to contractor's delay. then how the payments will be done to consultants? As the Non key expert and other supporting staff are available at site office for project supervision.</p>	Period	Price in US Dollars	Base Period (4.5 months)		Option Period A (58 months)		Option Period B (51 months)		Total		<p>The Consultant is required to submit a proposal for the scope of work stated in the Terms of Reference. Any additional scope of work shall be dealt as per the Conditions of Contract.</p>
Period	Price in US Dollars											
Base Period (4.5 months)												
Option Period A (58 months)												
Option Period B (51 months)												
Total												
49.	<p>Section VII - Special Conditions of Contract (SCC), Clause GCC 17.3, Page No. 228 Payments for the deliverables shall be made according to the given schedule of percentages of the amounts included in the Contract: Since this is a manpower-oriented project and to maintain the cash flow, it is requested the payment term may please be amend to man-month basis. As per proposed man month of key expert and non-key expert input.</p>	<p>The payment schedule will not be amended.</p>										
50.	<p>General Contract Clause Price adjustment Please add the Price adjustment clause on the remuneration of the employee as the contract period is more than 18 months?</p>	<p>The Consultant is required to quote a fixed-Price. The provisions of the Contract will not be amended. The Consultant shall include all costs in their financial proposal.</p>										

51.	<p>General Contract Clause</p> <p>Extension of bid submission due date</p> <p>We have reviewed the bid document and we are very much keen to participate in this tender and we have started working on the proposal documents but since the time provided is not enough keeping in view the upcoming festival/holidays.</p> <p>In view of our queries raised, it is requested to extend the deadline of submission by minimum one (1) month to enable us to prepare a better and very comprehensive proposal for a healthy and better competition.</p>	<p>Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.</p>
52.	<p>When will MCA-Nepal confirm which option will be exercised? Option A, Option B or Both.</p>	<p>Option A and Option B will be exercised immediately after EIF (Entry into Force) which is expected to start either after completion of the base period or even before completion of the base period. If Option A and Option B start before completion of Base period, then Base, Option A and Option B periods will run in parallel.</p>
53.	<p>Can MCA-Nepal contract only be the base period without the option A/B?</p>	<p>The RFP is issued for a Base Period with two Options A and B and the requirement will not change. MCA-Nepal intention is to exercise the Options after the Compact enters into force (EIF), which is expected to happen in August 2023.</p>
54.	<p>When will Option A start?</p>	<p>Option A and Option B will be exercised at the time of signing of the Contract (after EIF) with the Works Contractor, which is expected to happen before completion of base period. In this case both Base, Option A and Option B will run in parallel.</p>
55.	<p>When will option B start?</p>	<p>Option A and Option B will be exercised at the time of signing of the Contract (after EIF) with the Works Contractor, which is expected to happen before completion of base period. In this case both Base, Option A and Option B will run in parallel.</p>
56.	<p>Is the consultant obliged to supply any license to MCA-N? (PLSCADD, PLSTOWER, AutoCAD...)</p>	<p>The consultant has to obtain the required licenses for their internal use only.</p>
57.	<p>Please confirm that the only currency to used is the USD and no other currency is accepted.</p>	<p>Yes, please refer PDS/ ITC 15.1.</p>
58.	<p>In section III, 3.1: Project manager/team leader, it is required:</p>	<p>The Project Manager shall be a qualified professional engineer with a bachelor's degree.</p>

	<p>(c) Environmental compliance (d) Mitigation of Social Aspects</p> <p>Does it mean that the Project manager / team leader should have E&S background study and how it will be compared / scored? It is sufficient that the project manager proves that in the managed projects an E&S aspect was conducted during the execution?</p>	<p>It is sufficient that the project manager proves that he/she managed projects in which the E&S aspects were included as part of the project implementation.</p>
59.	Can one expert have / fill in for two positions?	No
60.	What is the duration of each of the EPC projects / contracts (Lot 1, 2 and 3 for the TL, and Lot 1, 2 and 3 for the SS) (design and build) of the contractors? And when is their Notice to proceed?	<p>The Design and Build procurement for Transmission Line has already been launched and the Substations procurement is expected to be launched soon. The duration of the Contracts is expected to be as follows:</p> <p>Transmission Line: Time for completion from the Commencement Date is:</p> <p>Lot 1: Lapsiphedhi-Ratmate-New Hetauda 400kV D/C Transmission Line: 1202 days</p> <p>Lot 2: Ratmate-New Damauli 400kV D/C Transmission Line: 1202 days</p> <p>Lot 3: New Damauli-New Butwal 400kV D/C Transmission Line (Base) And New Butwal - Nepal/India Border 400kV D/C Transmission Line (Option): 1202 days</p> <p>Substations: The bid for Substations has not been launched yet. However, the expected duration for each lot for Substation will also be similar to the Transmission Line duration.</p> <p>The Letters of Acceptance are expected to be issued in August/September 2023 for the Transmission Line procurement.</p> <p>For Substations, it is expected that Letter of Acceptance will be issued two to three months after the issuance of Transmission Line Acceptance Letters.</p>
61.	The staffing plan and the number of man months will be based on the EPC projects; hence it is	Contract is expected to be as follows:

	<p>important to get a preliminary schedule of the EPC projects to be in line with the progress.</p>	<p>Transmission Line: Time for completion from the Commencement Date is:</p> <p>Lot 1: Lapsiphedi-Ratmate-New Hetauda 400kV D/C Transmission Line: 1202 days</p> <p>Lot 2: Ratmate-New Damauli 400kV D/C Transmission Line: 1202 days</p> <p>Lot 3: New Damauli-New Butwal 400kV D/C Transmission Line (Base) And New Butwal - Nepal/India Border 400kV D/C Transmission Line (Option): 1202 days</p> <p>Substations: The bid for Substations has not been launched yet. However, the expected duration for each lot for Substation will also be similar to the Transmission Line duration.</p> <p>The Letters of Acceptance are expected to be issued in September 2023 for the Transmission Line procurement.</p> <p>For Substations, it is expected that Letter of Acceptance will be issued two to three months after the issuance of Transmission Line Acceptance Letters.</p> <p>As per the Consultant's experience in similar Transmission Line and Substation projects, the Consultant is expected to calculate the Level of Effort of the personnel and resources required for successful implementation of the assignment.</p>
62.	<p>While option A is for 58 months, option B is for 51 months. However, the scope of Option B is only around 20 KM of TL with the Indian borders. Will Option B require the full presence of the consultant during this period in option B?</p>	<p>The duration of Option B is 51 months and the Consultant shall provide complete services during this period, same as for Option A. Subjected to approval by the authority, MCA-Nepal may issue an addendum to reduce the duration of Option B to 39 (36+3) months instead of 51 months.</p>
63.	<p>For the TL, please advise if the expropriation of the towers location is already done or not yet</p>	<p>This is under process.</p>

64.	For the SS projects, please advise if the land is already acquired.	Yes. The Land has been already acquired.
65.	The schedule of the construction of the projects and its follow up, is to be prepared by the consultant?	Yes
66.	Is the consultant allowed to do the design review from his offices outside Nepal and move to Nepal as necessary?	Yes, but the Consultant shall ensure that the Key Personnel required for design review will be available in Nepal as per the design review requirement to successfully complete the assignment within specified time as mentioned in the Project timeline expected to be issued as an addendum to this RFP if approved by the authority.
67.	Please confirm that option B (line between New Butwal – India-Nepal Border) is part of LOT3 of OHL (article 3.2 of TOR) ? Therefore, this lot3 will have two line sections with different time frames.	Yes
68.	Is the number of Lots for OHL fixed as described in article 3.2 of TOR? (because in article 1.2 of TOR it is mentioned that this may vary between 3 and 6 lots). Is the Consultant who will define the final number of lots for OHL during Bidding?	There are 3 lots in Transmission Line and 3 in Substation. Depending upon the outcome of the procurement process of these two procurements, there might be minimum 3 (two in TL and one in Substation) to maximum 6 (three in TL and three in Substation) Contracts. However, Consultant's services if for 315km of TL and 3 substations.
69.	Should the Consultant provide training/orientation services other than what is stated in article 5?	No
70.	Article 6 of TOR: We suppose that only the Key experts which are defined as being resident are the ones that are supposed to reside in the country during all the contract period. Please confirm	All the key and non-key person are supposed to reside in the country (Nepal) during contract period except the following where the consultants can propose home and field input for: NK-1 Project Director K-10 S/S Electrical Design Review Engineer K-11 TL Electrical Design Review Engineer K-12 S/S Civil Design Review Engineer K-13 TL Civil and Structural Design Review Engineer K-14 SCADA and LDC Integration & Communication Specialist K-15 Protection & Control Engineer

		<p>The Engineer/ Specialists for the above position may work partially from home office and partially from country (Nepal) as per the project requirement.</p> <p>The Consultant shall do their own assessment regarding the requirement of deployment of the above staff in country and in home office and accordingly propose their technical and financial proposal.</p>
71.	Is there a time limit for PAN/VAT registration from the moment the Contract is awarded (ITC 1.5)?	There is no specific timeline, but the Consultant shall register as soon as possible and avoid any non-compliance with local regulations situation.
72.	When exactly is the Consultant required to develop and follow a COVID-19 risk mitigation plan based on template provided by MCA-N? Can we have a copy of the template?	The Consultant is required to develop the COVID-19 risk mitigation plan during contract negotiations and submit it within a week time for MCA-Nepal and MCC approval. The consultant cannot mobilize without the Plan being approved. The Consultants are required to include all costs related to abiding by this plan in their Proposal. The Template may be issued through an Addendum subjected to approval by the authority.
73.	Entire office setup at Kathmandu including transportation is the responsibility of the Consultant, while at all sites it is the responsibility of the contractors. Please clarify	Please refer to Section V. Terms of Reference/ 3.6 Facilities, Equipment, and Start Up-every detail is provided.
74.	<p>The number of site based non-key staffs as well as the site offices depends upon the number of fronts to be opened by the TL Contractor. In our experience the numbers of non-key site supervising staffs assigned for TL is not adequate for 315 km TL.</p> <p>Lot 1</p> <p>(a) Lapsiphidi to Ratmate Substation -Route Length-59 KM – Three (3) offices required at Kathmandu-Dhading and Nuwakot Districts at appropriate locations to cover the fronts open by the Contractor</p> <p>(b) Ratmate to New Hetauda Substation of NEA - Route Length 58 KM</p> <p>Three (3) offices required at Kathmandu-Nuwakot-Dhading and Makwanpur Districts at</p>	<p>Refer to Section V. Terms of Reference/ 6.1.1 Option Period A (Construction Supervision, DNP and Post DNP) Staffing Non-Key Personnel, 6.2 Other Experts & 6.3 Option Period B (Construction Supervision, DNP and Post DNP) Staffing.</p> <p>The non-key position for Option A and Option B as indicated in the above reference are the bare minimum requirement of the Employer in terms of positions. The Consultant is free to propose additional requirements of non-key and other positions and the Consultant should prepare their technical and financial proposal in line with the project timeline to e issued as addendum (if issued) if approved by the authority.</p>

	<p>appropriate locations to cover the fronts open by the Contractor Time for completion 1202 days Total- 117 Lot 2 (a) Ratmate to New Damauli Substation of NEA-Route Length: 90 KM Four (4) site offices required at Kathmandu-Nuwakot-Dhading-Gorkha-Tanahun Districts at appropriate locations to cover the fronts open by the Contractor Time for completion 1202 days Lot 3 (a) New Butwal Substation to New Damauli Substation-Route Length: 90 KM-Base Total Base – 297 Four (4) site offices required at Kathmandu-Tanahun-Chitawan-Nawalparasi Districts at appropriate locations to cover the fronts open by the Contractor Time for completion 1202 days (b) New Butwal Substation to India Border - Route Length: 18 KM-Option (2) site offices required at Kathmandu- Rupandehi-Districts at appropriate locations to cover the fronts open by the Contractor Total Base plus option 315 km Minimum offices required for sites- Minimum 14 sites required for TL -base+ 2 Sites for TL Option and 3 sites required for SS. Total 17 site offices required for base Total 19 site offices required for base + Option Therefor the Non-Key experts given in the RFP is not adequate. So can we increase the Non-Key expert as per the site requirement i. e min 19 sites</p>	<p>Subjected to approval by the authority, MCA-Nepal may issue an addendum indicating the bare minimum requirement of non- key positions along with the required number against each position. The Consultant will decide the number of man months against each position based on their experience in similar type of work and in accordance with the project timeline (may be issued as an addendum, subjected to approval by the authority) and accordingly prepare their technical and financial proposal.</p> <p>Please note that the key positions as indicated in the base and option periods (including the required number) are fixed and the Consultant cannot change the same.</p>
75.	<p>Please clarify regarding the proposed schedule of implementation (L2 Network) for the transmission line and substation, indicating the duration for different activities to help us schedule the Non-Key personnel in all the sites.</p>	<p>L2 schedule may be issued soon as an addendum for resource planning subjected to approval by the authority.</p>
76.	<p>Please clarify whether the following costs are included a) Type Tests b) Proto-Type Test of Tower c) Factory Acceptance Test</p>	<p>The Cost of a) Type Tests b) Proto-Type Test of Tower and c) Factory Acceptance Test is included under Contractor’s scope. However, witnessing these tests in and outside the country</p>

		is the responsibility of the Consultant. The Consultant should consider associated cost for such activities including airfare, local transportation insurance, visa, hotel accommodation cost, per-diem for visiting staff and preparation of reports and other incidental cost while preparing their proposal.
77.	Please clarify the applicable taxes for consulting services, repatriation of funds, different local taxes applicable to Consultancy Services	<p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The Consultant needs to assess application of taxes on its own depending on its status of incorporation and prior registration in Nepal.</p> <p>For repatriation of funds, the local laws will be applicable.</p>
78.	<p>Land Acquisition:</p> <ul style="list-style-type: none"> • Land acquisition for tower pads and substations are completed ? • Agency responsible for Land Acquisition? • RAP completed ? • Land Parceling for tower pads completed ? • Any roles of consultant in land acquisition? 	<p>Land Acquisition: Substation- Completed.</p> <p>TL RAP/LRP Preparation and RAP Implementation: Separate Consultant is working. LRP for Transmission Line Implementation: Separate consultant will be engaged.</p> <p>The role of the Engineer in land acquisition: The Engineer will issue temporary and permanent land access to the contractor in consultation with the above two no. consultants in a phased manner in such a way that the resource allocation of the contractor is optimized.</p>
79.	<p>Forest, Environment, Social :</p> <ul style="list-style-type: none"> • IEE completed and approved? • Agency responsible for Forest Clearance? • Tree enumeration completed? • Any roles of consultant in forest clearance ? 	<ul style="list-style-type: none"> • EIA completed and approved. • Forest clearance (tree cutting) is in the scope of the Contractor. The Planning, Supervision and Management of Tree cutting work by the Contractor is under the scope of Engineer. • Tree enumeration will start soon with the supervision of another Consultant. • Forest clearance is not in Engineer's scope but the Planning, Supervision and

	<ul style="list-style-type: none"> • Who will implement CSR work ? 	<p>Management of Tree cutting work by the Contractor is under the scope of Engineer. There are no CSR activities in this project. However, LRP and MPP programs have been designed and will be implemented by separate agencies. This is not in the scope of Engineer.</p>
80.	<p>Remote Monitoring: It has been mentioned that the “... The Consultant shall be responsible and ensure the daily operation of the Remote Monitoring Infrastructure. The Consultant shall take all prior approvals from the concerned Government Authorities for the operation of the drones. MCA-Nepal will provide administrative support in the approval process (if required)”</p> <p>Actually it is very cumbersome to consultant to take the prior approvals for drone as many agencies like Home Ministry-CDO offices at different districts and Civil Aviation Authority of Nepal. It will take around 2-3 weeks for the approval. Is it possible that the MCA will take the blanket permission for the Project?</p>	<p>Not possible for MCA-Nepal. The Consultant has to arrange for obtaining the permission.</p>
81.	<p>Working Hours The Contractors of each lot (3 lots of Transmission Lines and 3 Lots of Sub Stations) is expected to complete the construction work in approximately 43 months. As per Bidding Document the Contractor shall do their own calculations on number of shifts required to complete the works. Similarly, the Consultant shall include in their proposal the required input based on their experience as well as include related cost for supervising the Contractors who will be working in shifts/holidays/weekends. Please clarify</p>	<p>Please follow the language as stated in the RFP. There will be no change.</p>
82.	<p>ITC 1.3</p> <p>From description in this Article and on the several places throughout the RFP, it is indicated that MCA-Nepal may or may not exercise Option A and Option B works. There is no time limit specified for such MCA-Nepal decision.</p> <p>We also understood that Option B might be exercised only if Option A is exercised. Kindly confirm.</p>	<p>Option A and Option B will be exercised immediately after EIF (Entry into Force) which is expected to start either after completion of base period or even before completion of base period. If it starts before completion of base period then Base, Option A and Option B will run in parallel.</p>

	It would be reasonable to define the period the Consultant price shall remain valid, stating from the award of Consultancy Contract. During such period the Consultant to maintain validity of prices for Option A and Option B included in the proposal (say 6 to 12 months or similar).	
83.	ITC 12.4(c) It is understood that proposals which exceeds the estimated budget shall not be rejected and shall be evaluated. Please confirm.	If any Consultant submits a price above the published estimate, this will not be a reason for rejection of its proposal. However, the proposed price should be reasonable as per MCC Program Procurement Guidelines requirements.
84.	SECTION III - QUALIFICATION AND EVALUATION CRITERIA, 3.6 Technical Evaluation Framework The framework indicates that Bidder who fully meets the specified requirements can achieve just 80% of the total score - 128 points, which is the threshold to pass technical evaluation. Kindly confirm.	If the Consultants just meet the requirement the Consultant will be given 80% of the allocated points. In case, the Consultant's proposal is exactly meeting all criteria, the proposal will be allocated 80% of the total score that is 128 points.
85.	Form TECH-2A. It is understood that statement on Consultant's letterhead that 1MUSD shall be dedicated for the implementation of this project and attested (signed) by the authorized representative is sufficient evidence, in addition to audited financial statements (3 years). Kindly confirm.	The financial Capacity requirement is mentioned in the TECH-2A. "Evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant." The evidence could be in the form of Line of Credit or Bank or cash balance, investment in Government securities or similar instruments from a reputable financial institution and is as per ITC 25, dedicated for the implementation of this consulting services as attested by an authorized representative of the Consultant. You are requested to refer ITC 25 in conjunction with Form Tech-2A.
86.	Form TECH-4. We understood that previous experience with MCC funded projects is not mandatory, however, if Bidder has such experience/projects, they must be reported in this Form. Kindly confirm.	Yes. Experience with MCC similar funded projects must be reported in the corresponding form.
87.	Form TECH-4. Considering given limit of 20 pages, we understood that it is not necessary to include copies of the completion certificates. Kindly confirm	Copies of experience certificates are not required to be attached to the proposal. In case these documents are required during the evaluation, such information will be requested via "request

		for clarification” during the evaluation of the proposals.
88.	<p>Form TECH-9.</p> <p>From pre-bid meeting we understood that that this Form will be revised. That Foreign and Local titles shall be changed to Key and Non-Key staff.</p> <p>We also understood that this form shall demonstrate proposed staff deployment schedule and should provide total planned engagement of all (K, NK and other staff). We also understood that proposed deployment schedule (number of proposed man-months) shall be considered during the evaluation, as the number of proposed man-months shall be proposed by each Bidder, and could differ. Proposed deployment will considerably affect the Financial part of offers. Please advise.</p>	<p>The Form will be amended.</p> <p>Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment should be presented on the Form TECH-9 of Section IV A. The person-months input should be indicated separately for home office and field activities, and for person-months of Key, Non-Key and other professional staff.</p>
89.	<p>Form TECH-11.</p> <p>We understood that this form shall include only Key Profession Personnel, and statement "Non-Key personnel CV's will also be evaluated collectively" as stated under Section III" (TOR. page 153) is not applicable. Please confirm.</p>	<p>Only the CV's of the Key Personnel are required to be submitted with the proposal. The mistake in the ToR with respect to the evaluation of Non-Key personnel shall be corrected through an addendum to the RFP subjected to approval by the authority.</p>
90.	<p>SECTION V – TERMS OF REFERENCE (TOR),</p> <p>3.3 Base Period services for Transmission Lines and Substations Activities,</p> <p>3.3.1 Task 1: Contract Negotiations</p> <p>We understood that procurement documents for TL had been floated in Nov, 22 and proposal from D&B Bidders are to be received by end of March, 23, while procurement documents for SS are not yet floated.</p> <p>Considering this gap, it is realistic that proposed duration of this activity of 4.5 should be adjusted to the current schedule, particularly taking into account that on each package there could be negotiations with the bigger number of Bidders due to possibility that each of three lots to be awarded to different Bidder. Please advise.</p>	<p>Subjected to approval by the authority. an addendum will be issued soon extending the duration of the base period form 4.5 months to 8 months. Please note that the input of the consultant along the 8 months duration will be intermittent only. Please follow the tentative project timeline (will be issued by another addendum, subjected to approval by the authority) for resource planning for the base period as well as for the option period for both TL and S/S.</p>

91.	<p>SECTION V – TERMS OF REFERENCE (TOR), 3.3 Base Period services for Transmission Lines and Substations Activities, 3.3.1 Task 1: Contract Negotiations In order to properly perform this Task titled Contract Negotiation, it should actually include also: (i) review of bidding documents, (ii) review of the selected Bidder Proposal (which can be up to three different proposals) and evaluation reports. Please confirm.</p>	<p>Review of Bidding Documents, Review of Selected Consultants Proposals and evaluation reports are part of the preparation for negotiation task to be undertaken by the Consultant.</p>
92.	<p>SECTION V – TERMS OF REFERENCE (TOR), 3.3 Base Period services for Transmission Lines and Substations Activities, 3.3.1 Task 1: Contract Negotiations Please confirm that the Consultant is expected and shall attend and participate in the negotiation meetings?</p>	<p>The Consultant is expected to study the Bidding Documents, review of Selected Consultant’s Proposal and Evaluation report to prepare for the contract negotiations meetings. The additional following sub-tasks shall be undertaken by the Consultant: Review agenda of the negotiation’s meetings, attend all negotiations meetings, support MCA-Nepal with their expertise in agreeing or disagreeing during Contract negotiations, review the minutes of Contract negotiations, review the documents submitted by the Contractor for acceptance or rejection, review the final minutes and contract.</p>
93.	<p>SECTION V – TERMS OF REFERENCE (TOR), 3.4 Option Period A Services, 3.4.6. Task 6: Construction Supervision There is no form in Financial Proposal Forms to include rate for additional FATs (FIN 4?). Please advise</p>	<p>The Rate and its breakdown should be included below the table with the corresponding breakdown for substantiating the rates.</p>
94.	<p>SECTION V – TERMS OF REFERENCE (TOR), 3.4 Option Period A Services, 3.4.5 Task 5: Quality Control Please advise whether the cost for computer equipment to be installed in MCA-Nepal premises shall be included in the price?</p>	<p>No, there is no requirement for computer equipment to be installed at MCA-Nepal premises. The Consultant will be responsible for establishing and maintaining the IT infrastructure including servers, cloud storage, firewall and all other necessary hardware and software for their home office and Kathmandu office only. For the site offices (3+3= Total 6 No.) the necessary IT infrastructure (limited to basic</p>

		<p>infrastructure like computer, printer, photocopy machine etc) will be installed by the DB contractor. However, any additional setup including remote monitoring equipment and associated servers, cloud storage and software's are in the scope of the Engineer.</p> <p>All the project monitoring and management related hardware and software including its licenses as mentioned in the RFP are in the SoW of the Engineer.</p> <p>The Engineer also should ensure compatibility of such infrastructures with the Contractors and Employers IT infrastructures.</p>
95.	<p>SECTION V – TERMS OF REFERENCE (TOR), 3.4 Option Period A Services, 3.4.6. Task 6: Construction Supervision</p> <p>We understood that the Consultant shall be responsible and ensure the daily operation of the Remote Monitoring Infrastructure. Please confirm that this is applicable only during the construction period.</p>	Confirmed.
96.	<p>SECTION V – TERMS OF REFERENCE (TOR), 3.4 Option Period A Services, 3.4.6 Task 1: Contract Negotiations</p> <p>The Consultant shall include in their proposal the required input based on their experience as well as include related cost for supervising the Contractors who will be working in shifts/holidays/weekends.</p> <p>We understood that this should be included in TECH-9, and proposed input shall be also considered during evaluation. Please confirm.</p>	The refereed statement is under Task 6 not under Task 1. The information should be included in the Approach and Methodology and also should be reflected under TECH-9. The Consultant's proposed input will certainly be evaluated during the evaluation process.
97.	<p>SECTION V – TERMS OF REFERENCE (TOR), 3.6 Facilities, Equipment, and Start Up, 3.6.2 Option Period A (Construction Supervision), Vehicle/Transportation for the Consultant/Engineer</p> <p>Each TL (Lot) is around 100km, proposed number of accommodations to be provided by D&B</p>	<p>Please refer to Section V. Terms of Reference/ 3.6 Facilities, Equipment, and Start Up</p> <p>Any additional vehicles or accommodation or other facilities are in the scope of the Consultant.</p>

	Contractor for each TL Lot is 16. Considering the distances of the works to be supervised and required number of staff, the number of provided vehicles should be considerably increased (2 vehicles), our proposal is 8 vehicles per TL Lot. i.e. total 24 vehicles. Kindly advise	
98.	Section VII – Special Conditions of Contract (SCC), GCC 17.1 The maximum period from Consultancy Contract award until MCA-Nepal has option to exercise Option Periods A and B should be specified. Consultant shall guarantee the price for such period, as duration of option period affects the price.	Option A and Option B will be exercised immediately after EIF (Entry into Force) which is expected to start (Aug 2023) either after completion of base period or even before completion of base period. If Option A and Option B starts before completion of Base period then Base, Option A and Option B periods will run in parallel.
99.	Section VII – Special Conditions of Contract (SCC), GCC 17.3, Payments for the deliverables, Option Period A It is noticed that around 22% of payments are differed to the period after issue of Taking Over Certificate, while the vast majority of supervision works is completed. We believe that it would be beneficial for all parties that term of payments are adjusted to better match the value of the works completed.	The RFP provisions will not be amended.
100.	Section VII – Special Conditions of Contract (SCC), GCC 17.3, Payments for the deliverables, Option Period A Please clarify meaning of Final Payment Certificate. When this shall happen?	The Works Contracts for Transmission Line and Substation is based on FIDIC Conditions of Contract (Yellow Book). The selected Consultant will be working as the Engineer under the Works Contract. The referred Final Payment Certificate is the Final Payment Certificate you will 31 issuing as an Engineer under Sub-Clause 14.13 of FIDIC Yellow Book. This Certificate shall be issued after the Defects Notification Period expires. For details, please refer to FIDIC Yellow Book Conditions of Contract.
101.	Section VII – Special Conditions of Contract (SCC), GCC 17.3, Payments for the deliverables, Option Period B Please advise whether Final Payment certificate refers to Consultant or Contractors contract.	The Final Payment Certificate is for payment to the Contractor, issued by the Engineer (the selected Consultant) as provided in the Works Contracts.
102.	Section VII – Special Conditions of Contract (SCC), GCC 17.3, Payments for the deliverables, Option Period B	This is a Fixed Price delivery-based Contract. The payments shall be done only after acceptance by

	<p>Please explain meaning of this note: “In case due to delay in contract implementation and the Contract is not get assigned to Government of Nepal and the consultant is not able to deliver a particular deliverable before Compact End Date, the consultant shall not be paid for that deliverable.”</p> <p>If contract implementation is delayed due to the reason beyond Consultants reasonable control, the payment for executed services should be done. Please explain.</p> <p>Please explain definition of Compact End Date. Is this date fixed, or it is 58 months after D&B Contract award, or something else.</p>	<p>MCA-Nepal of the deliverables submitted by the Consultant.</p> <p>The Compact is for a 5 years period, which is expected to start in August 2023. After Compact starts (Entered into Force), the Compact End date will be after 5 years from Compact Entry into Force, which is expected to be August 2028.</p> <p>Any additional works shall be paid as per the provision of the Contract.</p>
103.	<p>Section 3.4, ITC 24.1, 3 Professional staff: Good Competency in English is required. Please elaborate on what basis will the competency be evaluated. Are there any documents that we need to submit as a proof for the same?</p>	<p>The CV needs to provide the details of competency in the languages known by the Key Personnel.</p>
104.	<p>Section V – Terms of Reference, 6.1.1. The Non-Key personnel CV’s are said to be evaluated as stated under section III, but no marks are seemingly allocated for such CVs. At this stage do we need to submit the CVs & names for Non-Key personnel?</p>	<p>This is a mistake, which will be corrected through an addendum, subjected to approval by the authority.</p>
105.	<p>Maximum numbers of JV partners are not listed in RFP documents. So, is there any limit for JV Partners?</p>	<p>Currently, there is no limit on the number of partners in a JV arrangement.</p>
106.	<p>For a Sub-Consultant is it possible to tie-up with multiple nos. of bidders? for example, if there are A, B, C, companies area separate bidders, can a same company "S" be a sub-consultant of A, B, C, bidders</p>	<p>Please refer ITC Sub-Clause 5.8 (d) which states “.....this provision does not limit the inclusion of the same Sub-Consultant in more than one Proposal”</p>
107.	<p>Regarding Financial proposals, very low and high financial proposals are said to be rejected. So, are there any objective criteria (..... % of total budget be considered as low or % of total budget be considered as high) to set a high or low limit?</p>	<p>There is not a predetermined % or amount to determine a proposal’s price as very low or very high. This will be determined by the Procurement Agent and cleared by MCC during evaluation.</p>
108.	<p>As we are waiting for the clarifications, is there any chance for the extension of the deadline? If possible, we request to extend the submission deadline by a month.</p>	<p>Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.</p>

109.	<p>ITC 18.1</p> <p>For electronic submission purposes only, use the FRL in PDS ITC 17.3 c). The deadline for submission of Proposals is as follows: 15:00 hours (local time of Nepal (GMT+5:45) on 09 March 2023.</p> <p>Based on the Pre-Proposal Conference we have learned that the project is under time pressure. However, because of the high complexity of the projects please grant us a proposal submission extension of three weeks.</p>	<p>Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.</p>
110.	<p>Section V. Terms of Reference</p> <p>Remote Monitoring of Substation Construction Activities.</p> <p>Supply and installation of outdoor (with IP-54 protection) and indoor IP surveillance camera (remotely controllable) at least six no at strategic locations to remotely monitor the substation activities. Scope includes installation of cameras on suitable structures (of temporary nature) with its foundation if required.</p> <p>We recommend that the contractor shall supply and install the cameras. The contractor is anyway at site to install items. We are only a consultant and no component supplier.</p>	<p>This is in the Consultant's scope; the scope of work stated in the RFP and will not be amended.</p>
111.	<p>Section III. Qualification & Evaluation, Clause 3.4, ITC 24.1. 3.1 € Page No.: 49</p> <p>Experience in similar projects and geographic Conditions</p> <p>Please define what are the "Geographic Conditions"</p>	<p>Here the geographic conditions refer to the hilly terrain.</p>
112.	<p>Section V. Terms of Reference, Clause 3.4.5, Task 5: Quality Control Page No.: 125</p> <p>The Consultant shall be responsible for witness of all critical factory acceptance tests</p>	<p>Please refer to Task 5: Quality Control. The equipment's and items are specified under this segment. The Consultant must do their own assessment and quote their rate. At this point, no additional information is available to share with the prospective Consultants.</p>

	<p>Please specify the locations / country where factory acceptance tests are expected to be conducted. Reason being conducting factory inspections involves financial implications which need to be included in the financial proposal.</p>	
113.	<p>Section V. Terms of Reference, Clause 6.0, Staffing & Key Personnel Page No.: 150</p> <p>Please provide tentative person months required at Field Office for respective Key Personnel and Non-Key Personnel.</p>	<p>The Consultant is required to calculate the tentative number of person months required at the Field Office for respective Key Personnel and Non-Key Personnel.</p>
114.	<p>Section V. Terms of Reference, Clause 6.1.1, Option Period A Page No.: 158</p> <p>Though in RFP it is mentioned that, all non-key personnel CV's will also be evaluated collectively as stated under Section II</p> <p>As per discussion in pre-bid meeting, we understand that non-key CVs are not to be submitted and will not be evaluated. Please confirm.</p>	<p>Yes, the mistake shall be corrected through an addendum to the RFP, subjected to approval by the authority.</p>
115.	<p>Section V. Terms of Reference, Clause 6.1.1, Base Period Staffing and 6.1.1, Option Period A Staffing Page No.: 151 and 152</p> <p>There are similar Positions for Base Period and Option Period A such as:</p> <ol style="list-style-type: none"> 1. Project Manager/ Team Leader 2. Contract Specialist 3. Senior Environmental Specialist 4. S/S Resident Engineer 5. TL Resident Engineer 6. Civil Resident Engineer 7. Senior Social Safeguard Specialist <p>Please confirm that we can propose single expert for both Base Period and Option Period A for each of these mentioned 7 positions.</p>	<p>Yes, you can propose same person for Base, Option A.</p>

116.	<p>The whole construction package is divided in three lots. Lot 1 Lot 2 Lot 3</p> <p>Please confirm that only one set of Key-Experts CVs are to be submitted for all works.</p>	<p>Transmission Line Construction is divided into three lots. Substation construction is also divided into separate three lots. Yes, only one set of CVs is required to be submitted for Key Experts.</p>
117.	<p>Section III. Qualification & Evaluation, Clause 3.4, ITC 24.1. 1, 1.1 Page No.:47</p> <p>Overall organizational capability in engineering and expertise under Supervision of Transmission Line and Substations based on FIDIC Yellow Book conditions of contract.</p> <p>We understand that work experience based on all books of FIDIC Contracts is accepted.</p>	<p>The requirement is to have the required work experience in projects implemented under FIDIC Yellow Book Conditions of Contract.</p>
118.	<p>Section III. Qualification & Evaluation, Clause 3.4, Evaluation Criteria Page No.: 46 Mandatory Criteria</p> <p>We understand that the combined experience of JV should meet the mandatory criteria.</p>	<p>Yes, your understanding is correct.</p>
119.	<p>Total permissible consultants as JV and as Sub-Consultants.</p> <p>Please specify total number of participants that can form a consortium. (As JV and as association). Can any company form JV with more than one consortium?</p> <p>Can any local company participate with more than one consortium as sub-consultant?</p>	<p>As of now, there is no limit to the number of partners in a JV arrangement in the RFP.</p> <p>Yes any sub-consultant can associate with more than one Consultant as Sub-Consultant. Please refer ITC 5.8 (d).</p>
120.	<p>Section IV A. Technical Proposal Forms, Form TECH-2A Page No.: 71</p> <p>Evidence of financing (US\$ 1,00,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the</p>	<p>The financial Capacity requirement is mentioned in the TECH-2A.</p> <p>“Evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant.”</p>

	<p>Consultant.</p> <p>We understand that any of the following will suffice:</p> <ul style="list-style-type: none"> • Letter from Bank in which the Consultant has account stating that “In case this project is awarded to the Consultant, they can make necessary arrangement for the required 1 million USD fund”. • Self-declaration from consultant stating that “In case this project is awarded, they can make arrangement for the fund (1 million USD) required to implement this project” with additional attachments such as Bank Statement and Audit Reports. 	<p>The evidence could be in the form of Line of Credit or Bank or cash balance, investment in Government securities or similar instruments from a reputable financial institution and is as per ITC 25, dedicated for the implementation of this consulting services as attested by an authorized representative of the Consultant.</p> <p>You are requested to refer ITC 25 in conjunction with Form Tech-2A.</p>
121.	<p>Section Vi- GCC, 35.1, Liability of the Consultant Page No.: 312</p> <p>It is mentioned “subject to additional provisions, if any, set forth in the SCC, the Consultants’ liability under this Contract shall be provided by the Applicable Law.</p> <p>It is unclear on the “limit of Consultant’s Liability” and may expose the Consult to Unlimited Liability. Therefore, request to limit the Liability of the Consultant as not exceeding one time the contract price.</p>	<p>MCA-Nepal will review the request and if acceptable, an addendum to the RFP will be issued.</p>
122.	<p>Price Adjustment provisions are not given in the contract. Assignment duration is 51 months.</p> <p>Request you to provide provision for Price Adjustment Provision.</p>	<p>There is no price adjustment under Consultancy Contract. The Consultant should include any price adjustment inside their price while submitting their financial proposal.</p>
123.	<p>Mobilization Advance</p> <p>Request to release Interest Free Mobilization Advance.</p>	<p>Request not accepted. The RFP will not be amended.</p>
124.	<p>Section VII- Special Conditions of Contract (SCC), GCC 17.3, Payment for the Deliverables Page No.: 229 For Option Period A; it is mentioned that for</p>	<p>Request not accepted. The RFP will not be amended.</p>

	<p>Inception Report and Project Management Documents, only 1% of Contract Price is Payable which is significantly less.</p> <p>Request you to increase this % of payment as 1% is very less for this deliverable category.</p>	
125.	<p>Section VII- Special Conditions of Contract (SCC), GCC 17.3, Payment for the Deliverables Page No.:233</p> <p>Under Note it is mentioned that: In case due to delay in contract implementation and the Contract is not get assigned to Government of Nepal and the consultant is not able to deliver a particular deliverable before Compact End Date, the consultant shall not be paid for that deliverable.</p> <p>This point is not understood in full detail. Please elaborate. Also, please mention such majeure because of which the Consultant might not get paid for the particular deliverable.</p>	<p>The Contract is fixed-price deliverable-based Contract and payment shall only be based on the submitted and accepted deliverables.</p>
126.	<p>Section VI- General Conditions of Contract, 45.1, Change in the Applicable Law Related to Taxes and Duties Page No.:220</p> <p>If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of GCC Subclause 18(e) shall be applicable in such a situation. This may result into additional financial burden on the Consultant if any such law related to taxes/ duties are changed.</p> <p>We request the Client to insert Modified Clause reproduced hereunder (if possible):</p> <p>45.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases</p>	<p>MCA-Nepal will not be amending the standard provision of the Contract.</p>

	<p>the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 17.1</p>	
127.	<p>Section VI- General Conditions of Contract Page No.: 206</p> <p>We request the Client to add below Sub-Clause 22.8 in GCC, page 206 “The Consultant records that there is still a pandemic caused by the COVID-19 virus at some parts of the world at the time of signature of the agreement/making this proposal. Scope offered is defined as such and Services are priced and rendered taking this into account. The Parties however acknowledge that the effect and consequences of the pandemic are uncertain at the time of signature hereof and circumstances beyond their control COVID might affect the rendering of services in the future in ways not contemplated even at the signature hereof, and record that such impact will be notified timeously and addressed by way of variations for time and reasonable costs in the same way as agreed in the Force Majeure clause in this agreement”.</p>	<p>As stated, the Consultant is aware that there is still a pandemic caused by the COVID-19 virus at some parts of the world. Thus, the Consultant must consider the current situation and include such cost in their proposal.</p> <p>Regarding Force Majeure, please refer the definition of under ITC 22.1, which states “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances.”</p>
128.	<p>Section-III - Qualification and Evaluation Criteria, Clause 3.4, ITC 24.1. 1.2 (b) Page No.: 47 Experience in design review of Substation in two similar Projects (minimum 380 kV for GIS Substation)</p> <p>We request you to consider "minimum 132 kV for GIS Substation" instead of 380 kV. Since 132 kV system is also considered in Transmission system.</p>	<p>Request not accepted. The requirement will not be amended.</p>

129.	<p>Section-III - Qualification and Evaluation Criteria, Clause 3.4, ITC 24.1. 1.2 (d) Page No.:47</p> <p>Experience shall include construction supervision of at least two (2) GIS Substation with a similar scope of work (minimum 380 kV for GIS Substation) during the last 10 years in a developing country context, with an increasing preference for experience.</p> <p>We request you to consider "minimum 132 kV for GIS Substation" instead of 380 kV. Since 132 kV system is also considered in Transmission system.</p>	Request not accepted. The requirement will not be amended.
130.	<p>Section-III - Qualification and Evaluation Criteria, Clause 3.4, ITC 24.1. 3.1 Page No.: 49</p> <p>Project Manager / Team Lead: 20 years of experience in all aspects of electric transmission systems (both in 220kV or above Transmission Line and 380 kV or above Substations)</p> <p>We request you to consider "132 kV or above for both Transmission Lines and Substations". Since 132 kV system is also considered in Transmission system.</p>	Request not accepted. The requirement will not be amended.
131.	<p>Section-III - Qualification and Evaluation Criteria, Clause 3.4, ITC 24.1. 3.16 Page No.: 56</p> <p>Senior Health and Safety Specialist: The Senior Health and Safety Specialist must have a Master's degree in health and safety studies or related fields such as Environmental Science, Engineering and Management.</p> <p>We request you to consider "Post Diploma in Industrial Safety Management with IGC NEBOSH qualified". Since for Health and Safety Specialist, qualification in Industrial Safety is more relevant with NEBOSH certificate, which is considered as highest certificate in Health and</p>	Request not accepted. The requirement will not be amended.

	Safety field in world.	
132.	<p>3.4.2 (Project Management and monitoring) In coordination with MCA-Nepal, verify that all relevant resettlement and land acquisition activities have been satisfactorily completed (excluding LRP Implementation) for a given contract site (or defined section thereof) prior to issuing notices to the contractor to allow it to enter the site (or sections of the site) and proceed with the permanent works. The Consultant shall pay special attention to sequencing and to permitting. The Consultant shall notify MCA-Nepal and other relevant parties of any unresolved or unanticipated land acquisition and right-of-way issues that may impede contractor progress or access to site. A third-party resettlement verification is required before accessing the acquired land.</p> <p>We understand that the Consultant shall not be responsible for any resettlement and land acquisition activities. However, the Consultant shall only verify such records. We understand that the actual acquisition of land, Right of way and resettlement activities is not in Consultant's scope. Please confirm?</p>	Yes, your understanding is correct.
133.	<p>3.4.3 (Technical) The Consultant shall ensure review of Works Contractor's design within 21 days of submission of the design by the Works Contractor. The Consultant will also be responsible to coordinate with all stakeholders like MCA-Nepal, MCC (including their due diligence consultant) and also integrate their comments/observations and respond to the works contractor within 21 days.</p> <p>Please provide the list of Stake holders with whom the Consultant shall coordinate to integrate the comments on design review. This is essential to estimate the works required to be done by the Consultant for review of Works Contractor's design.</p>	<p>The primary stakeholder is MCA-Nepal. However, the Consultant may have to coordinate with other stakeholders but not limited to stakeholders such as MCC, MCC- due diligence Consultant, Nepal Electricity Authority (NEA), Department of Forest (DOF), Civil Aviation Authority of Nepal (CAAN), Chief District Officer (CDO), local administrations, Department of Road (DoR), etc.as per the requirements only.</p> <p>Details of communication protocol will be agreed during the Kick-Off meeting, which will take place after MCA-Nepal exercising the Option.</p>
134.	3.4.3 (Technical)	Confirmed.

	<p>The Consultant shall use specialized licensed software such as AutoCAD, PLS-CADD with SAPS module and PLS-Tower for accessing and reviewing the design drawings/documents to be submitted by the Contractor. All the drawings/documents will be submitted by the Contractor to the Consultant via the Engineer's Virtual Library of Project Management and Document Management tools.</p> <p>Please confirm that Project Management and Document Management tool referred in this statement is same as PROLOG Manager™, Aconex™ or other compatible software as mentioned in Cl. 3.4.6 of the TOR.</p>	
135.	<p>3.4.3 (Technical)</p> <p>The Consultant shall review the consistency between land and right of way acquisition plans and land needed for all temporary and permanent land acquisition needs throughout the construction process, in adherence to the temporary and permanent land acquisition procedures in the ESHSMP and the RPF</p> <p>We understand that the identification of temporary & permanent land and right of way acquisition plans including clearances and implementation of the same is not in Consultant's scope. The Consultant shall be only responsible for reviewing the process with respect to the procedures. Please confirm.</p>	Yes, your understanding is correct.
136.	<p>3.4.4 (Schedule Control)</p> <p>Contract schedules or work plans shall be the overall management tool against which actual progress is monitored and against which any actual or potential delays can be identified early, thereby facilitating their elimination or mitigation. For each "Works" contract, the Project Schedule/Revised Project Schedule in MS Project scheduling tool) shall be provided each month together with the monthly progress report due from the Consultant. The principle of the Work Breakdown Structure (WBS) will be provided by MCA-Nepal. The WBS shall be prepared by the</p>	<p>The Consultant must prepare, monitor and control the master project schedule integrating all the project schedules received from S/S and TL contractors.</p> <p>All the works listed under 3.4.2 Task 2: Project Management and Monitoring & 3.4.4 Task 4: Schedule Control are in the scope of the consultant.</p>

	<p>works contractor in coordination with the Consultant.</p> <p>Please confirm that the Project Schedule in MS Project shall be provided for each Lot separately by each Contractor. The Consultant shall review the same based on the scope of work provided in this clause of the RFP and provide the analysis and inputs if any. The Consultant shall not prepare any schedule in MS project. Please confirm.</p>	
137.	<p>3.4.5 (Quality Control)</p> <p>For purposes of preparing technical and price proposals for this scope of services, prospective consultants shall assume the following with respect to FATs: plan to attend thirty-six (36) FATs to be conducted at international (Europe, North America or Asia) locations, and submit applicable rates for any additional FATs to which MCA-Nepal may elect to send the Consultant for witnessing.</p> <p>As it is not possible to estimate the expenses at this stage without knowing the exact FAT location, we request you to kindly reimburse FAT expenses on actual basis to the consultant. Also, there is no provision of quoting any separate FAT rates as per the financial formats.</p>	<p>The request is not acceptable.</p> <p>The Consultant should estimate the locations and days of FAT based on their experience and quote for FAT as per requirement of the RFP.</p> <p>Please provide the breakdown of the FAT cost below the FIN-3 which will help parties to agree the cost of any additional FAT.</p>
138.	<p>3.4.6 (Construction Supervision)</p> <p>The Consultant will review MCA-Nepal's record keeping and document control infrastructure and propose a compatible system such as PROLOG Manager™, Aconex™ or other compatible software for construction management to facilitate information gathering, analysis, reporting processes, and correspondence via the internet</p> <p>Please confirm the current MCA-Nepal's record keeping and document control infrastructure being used by MCA-Nepal in order to identify a suitable software</p>	<p>MCA-Nepal is currently using Network Drives and Google Cloud to organize eLibrary of office Share Drives. However, a common system synching with PMO and Compact's Supervision Engineer will be designed and implemented when they are on-boarded.</p> <p>We prefer the selection of any project/planning/construction management software (PROLOG Manager™, Aconex™, or a similar system) to run via Cloud and be better compatible with the Windows platform.</p>
139.	<p>3.4.6 (Construction Supervision)</p> <p>The Consultant shall coordinate with MCA-Nepal, works contractor(s) and PMO for the compatibility</p>	<p>1. The Consultant's servers (to be maintained by the consultant) are to be remotely connected with the servers of the Contractors and the Employer with necessary firewall protection for exchange</p>

	<p>of the Project Management and Document Management tools with their server(s) and document management systems. The Project Management and Document Management tools will offer access functions to allow the consultant to provide limitations on access to documents based on the role of the user.</p> <p>The Project Management and Document Management tools will be an integrated system with the ability to provide reports and manage and store drawings and documents. MCA-Nepal, PMO and works contractor(s) will have access through the compact duration.</p> <p>Please confirm that the Consultant shall procure the tool for Project Management and Document Management and shall provide access/ license to all contractors, MCA-Nepal. Please provide the number of users/ persons who would required access. Also, kindly confirm if the servers shall be maintained by the Consultant. We understand that the renewal of license for this tool shall be only for the project duration after which the responsibility of license renewal shall lie with MCA-Nepal.</p>	<p>of information. The Consultant must do their own assessment for the requirement of the licenses to access the cloud storage until completion of the contract.</p> <p>2. The Consultant will arrange Project Management and Document Management tool like PROLOG Manager™, Aconex™ or other compatible software as mentioned in Cl. 3.4.6 of the TOR. The Consultant will arrange licenses for their own use (10 No. Licenses) and for the use of MCA-Nepal (10 No. licenses) and for the use of the Contractors- (10 No. licenses).</p>
140.	<p>3.4.11 (Co-ordination)</p> <p>The Consultant will arrange temporary site access to the Contractor within Fifteen (15) days after the commencement of the DB Contract in accordance with the temporary land access procedures defined in the ESHSMP for the survey and other investigation works and permanent access for the actual construction work in a phased manner depending upon the progress of the land acquisition activities.</p> <p>Please confirm that arrangement of temporary/ permanent site access and land acquisition is in the scope of the contractor. However, the Consultant shall review whether the same is aligned with the Procedures. Please confirm.</p>	<p>Yes, the understanding is correct.</p>
141.	<p>Page 58; Section III. Qualification and Evaluation Criteria</p> <p>For example: The SCADA and LDC Integration & Communication Specialist shall be an</p>	<p>To get full marks the proposed person must Outstandingly exceeding the requirements. The Technical Evaluation Panel members in consensus will determine if the proposed</p>

	<p>electronics/communication/electrical engineer with minimum a bachelor's degree and total score allocated for this criterion is 0.6. If the proposed candidate meets the requirement, he/she will be attaining $4/5 \times 0.6 = 0.48$ points (80%). If the proposed candidate significantly exceeds the requirements, he/she will be attaining $4.7/5 \times 0.6 = 0.56$ points (94%) and so on.</p> <p>In Qualification and Evaluation Criteria of professional staff for the SCADA and LDC Integration & Communication Specialist it is mentioned that: The SCADA and LDC Integration & Communication Specialist shall be an electronics/communication/electrical engineer with minimum a bachelor's degree allocates 0.6 marks. So, how do we attain full marks as described in example of page 58 In our understanding bachelor gets 0.48, master degree gets 0.56 and PHD degree holder gets 0.6 marks</p>	<p>candidate is marginally or outstandingly exceeding the requirement or not to obtain full marks.</p>
142.	<p>Page 55; Section III. Qualification and Evaluation Criteria The SCADA and LDC Integration & communication Specialist shall have at least 15 years of experience in designing communications systems for similar projects (transmission lines of 220 kV or above voltage level) and geographic conditions. Experience shall cover the telecommunications development and installation for SCADA systems, including experience in radio systems, LAN, fiber optics, and telephony.</p> <p>It describes least experience required is 15 years in designing communications systems for similar projects but what is the maximum years to acquire the full marks?</p>	<p>To get full marks the proposed person must Outstandingly exceed the requirements. The Technical Evaluation Panel member in consensus will determine if the proposed candidate is exceeding the requirement or not to obtain full marks.</p>
143.	<p>Page 51; Section III. Qualification and Evaluation Criteria The Civil Resident Engineer must have had, in the last ten years, specific experience of performing construction supervision functions on at least two</p>	

	<p>transmission system projects of 220kV or above in:</p> <p>(a) at least one Transmission Line and</p> <p>(b) at least one GIS Substation.</p> <p>1. The experience in last 10 years for specific experience of performing construction supervision is mentioned for some experts only is this a mistake?</p> <p>2. What is the maximum no's of project required to attain full marks for the specific experience of performing the construction supervision?</p>	<p>1. No, it is not a mistake. The years of experience requirement stated in the RFP is as per the specific requirement foreseen by MCA-Nepal for a position.</p> <p>2. To get full marks the proposed person must Outstandingly exceeding the requirements. The Technical Evaluation Panel member in consensus will determine if the proposed candidate is exceeding the requirements or not for full marks.</p>
144.	<p>Page: 158; Section V. Terms of Reference</p> <p>Non-Key Personnel: All the Non-Key Personnel are envisaged for the Option period only. The Non-Key personnel CV's will also be evaluated collectively as stated under Section III. The Consultant shall propose the number of manpower against the position and the anticipated man month (home and field) based on their understanding and work plan for performing the assignment. The Consultant may also propose additional positions (with required qualification and experience commensurate with the role assigned) if they consider those positions necessary for the performance of the mandate.</p> <p>Please kindly confirm the following:</p> <p>1. For Option period A CV only be evaluated? what about the Option period B experts?</p>	<p>The CVs of all the Key experts for Base, Option A and Option B will be evaluated. The experts for Option A and B are the same. Even the key experts of the Base Period are the same as those of the Option Period. However, for option period, more number of key persons are required compared to the Base Period. Please also note that the position and the number of Key experts as mentioned in the RFP both in base and option period are fixed and cannot be changed.</p>
145.	<p>Page 102; Section IV B. Financial Proposal Forms</p> <p>Based on the financial table; "the payments is done based on outputs acquired in the field</p> <p>Please kindly confirm the following:</p> <p>Being supervision how cost payment can be done in output based. As the progress depends on the contractor which is not in our control</p>	<p>The Contract is fixed-price deliverable-based Contract and payments shall only be done based on the submitted and accepted deliverables.</p> <p>All costs required to carry out the assignment shall be included in the financial proposal and there will be no separate/additional payment for the scope of work defined under Terms of Reference.</p>

146.	<p>Page 109; Section V. Terms of Reference</p> <p>Under Optional Services, if MCA-Nepal will exercise the Option A, the Supervision Engineer is also required to provide technical services to MCA-Nepal to act as an Engineer under FIDIC Yellow Book Conditions of Contract under 3 lots of Design and Build of Substations (3 major substations) and 3 lots of Transmission Line project (approximate length of 300 Km spread over 10 districts of Nepal), which may form 3 to 6 Contracts.</p> <p>How do we plan our manpower if we are unsure about the no's of contractors? As the supervision manpower depends on the no's of contractors.</p>	<p>The Consultant shall assume 6 Contracts to be awarded to 6 Contractors.</p>
147.	<p>Page: 158; Section V. Terms of Reference</p> <p>CVs of Non-Key Experts</p> <p>For Non- Key experts it is mentioned that consultant is required to submit CV to MCA Nepal for approval before deployment. We understand that CV of non- key expert CV are not required in the proposal. Please confirm.</p>	<p>Your understanding is correct. CVs of the Non-Key experts are not required to be included in the Proposal.</p>
148.	<p>Section V, ToR</p> <p>Site office for substation</p> <p>We understand 4 accommodations per substation site shall be provided by the contractor.</p>	<p>Please refer to 3.6 Facilities, Equipment, and Start Up.</p>
149.	<p>Forestry officer</p> <p>Qualification and Responsibility</p> <p>It is mentioned that Liasoning with Government offices for acquring for necessary tree cutting approval is responsibility of The RFP states: The Consultant may also propose additional positions (with required qualification and experience commensurate with the role assigned) if they consider those positions necessary for the performance of the mandate.</p> <p>Thus, Consultant should propose all required experts to carryout the scope of work identified in the ToR successfully. forestry officer.</p>	<p>MCA-Nepal shall be responsible for securing cabinet approval for Forest Clearance. However, the Consultant shall be responsible for obtaining the tree cutting permits from the Districts Forest Office as and when required.</p>

	<p>Since as a project engineer consultant is only supervising the project and taking such approvals shall not be in consultant scope. We request you to kindly excluded the same.</p>	
150.	<p>Table 8.1-2 ESHS Management Organization As per this table is requirement of Geomorphologist / Soil conservation specialist whereas in the scope of work there is no such position. Kindly clarify whether the same is required or not.</p>	<p>The Consultant shall propose a team required to successfully carry out the assignment as per the RFP requirements.</p>
151.	<p>Table 8.1-1 Project Activity Sequence In the table it is mentioned that handing back of temporally used land is responsibility of project engineer, we request you to kindly clarify the scope of work and activities to be performed by the consultant.</p>	<p>The Contractor will notify the Engineer and MCA-Nepal of the timescale to the end of the temporary land lease. The MCA-Nepal and Engineer's appropriate Specialists will review the measures in the contract, make a site visit to assess and revise measures in light of the works actually undertaken and the impact on the site. The completion of rehabilitation/revegetation must be monitored and verified by the Engineer before the site can be handed back to the owner. Payment of the Contractor for restoration work and completion can be made only after this has been certified.</p>
152.	<p>Table 8.2-3 Minimum no of project engineers ESHS Staff Kindly confirm that ESHS staff as mentioned in this table is to be provided as minimum.</p>	<p>Confirmed that the requirement stated under Table 8.2-3 is the minimum requirement. The Consultant is required to provide experts as per the requirements of the RFP to carry out the assignment successfully.</p> <p>Please note that subjected to approval by the authority an addendum to the Table 8.2-3 may be issued with Gender and Social inclusion Specialist - 4, allocated between SS and TL according to activities. The requirement for Health and Safety Specialist, Social Safeguards Specialist and Environmental Specialist may also change to 4, allocated between SS and TL according to activities.</p>
153.	<p>ITC 18.1 Submission of Proposal</p>	<p>MCA-Nepal will review the request and if acceptable, an addendum to the RFP will be issued.</p>

	Since the bidder has to coordinate with various subconsultant for support related remote monitoring system, document management system etc. which will take considerable time, we request you to kindly extend the last date of submission up to 6th April 2023.	
154.	We would like to request MCA Nepal to extend the proposal submission by three weeks to March 21, 2023. There are two concerns informing this request: a) Even though the RFP is firm fixed price (FFP), it is intensely prescriptive and will require a significant amount of pre-proposal and pre-award preparation compared to a regular outcome/performance based FFP contract. b) Moreover, the time between MCA-Nepal response to bidder's questions (23 Feb) and the proposal submission deadline (9 March) is only two weeks, which is not adequate to address MCA-Nepal responses to prepare a responsive and competitive proposal.	Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.
155.	Will MCA-Nepal be interviewing each Key Professional (KP) candidate to evaluate their English language proficiency? If not, can MCA-Nepal clarify how it will apply Pass/Fail criterion on each candidate's English proficiency?	Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel requires the Consultant to provide the level of language proficiency of the Key-Personnel. MCA-Nepal will evaluate the proposal based on the information and documentary evidence provided. However, MCA-Nepal may interview any individual during the procurement process, if the Technical Evaluation Panel decides to interview.
156.	Section V. Terms of Reference, Page 158: The RFP indicates that Non-Key Professional (NKP) are required to be named and their CVs included in the technical proposal, but the RFP also indicates that NKP will not be evaluated for selection purposes. Please clarify.	Non-Key personnel CV's are not required to be submitted for evaluation. An addendum will be issued to correct this.
157.	Section 5.8: Conflict of Interest: mentions that "A Consultant that has been engaged by the MCA Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates". Please clarify whether a consultant/firm engaged by the MCA-Nepal to support MCA-Nepal in the implementation of the	Consultants need to check clause ITC 5.8, ITC 5.9 and ensure that they are not in Conflict of Interest. Further, note that the conflict of interest identified need to be mitigated and the mitigation is required to be approved by MCC.

	<p>project, for the environmental and social safeguards activities and other technical activities such as TL route survey, for the same Electricity Transmission Project for which the “Consultancy Services for Construction Supervision for Transmission Lines and Substations Activities (PMC)” has been solicited, can be part of the PMC team as a JV/Association or sub-consultant or it will be construed as conflict of interest.</p>	<p>All Consultants are required to comply with ITC 5.10.</p> <p>Also, Consultants may check MCA-Nepal website for any clarification/addendum to be issued for Transmission Line Bidding Document and additional information/documents available for Sub-Station procurement.</p>
158.	<p>Section 3.4: Evaluation Criterion:</p> <p>a. ITC 24.1 – 1.1: Mentions that “Overall organizational capability in engineering and expertise under Supervision of Transmission Line and Substations based on FIDIC Yellow Book conditions of Contract – at least 4 Projects of more than value USD 4 Million each with similar experience”. We request that value of each project is lowered to USD 2 million threshold.</p> <p>b. Evaluation criterion for several “Key Experts” require “At least one similar project experience in South Asia”. This criterion is likely to advantage firms operating in the South Asian region. We request this criterion qualification criterion is withdrawn.</p>	<p>a. Request not accepted. Thus, in relation to this request, there will be no amendment to the RFP.</p> <p>b. The RFP requirement was set as per the requirement of the project and will not be amended.</p>
159.	<p>Section 3.4.6. Terms of Reference: Task 6: Construction Supervision - Remote Monitoring: Requires “supply of 3 no drones with high resolution camera (with at least one hour flight time) for the Engineer’s office of TL and set up of necessary infrastructure to upload video data to servers etc.”</p> <p>We understand that for each drone activity, permits from ministry and local authorities are required. With such excessive use of drones for remote monitoring, this could potentially result in significant operational challenges. Additionally, significant resources will need to be allocated for continuous remote monitoring. We suggest, that drone-based monitoring is conducted once in three months to keep this activity to a manageable level.</p>	<p>The Permission to be obtained as per the existing rules and regulations of the country.</p> <p>This is solely the responsibility of the consultant. MCA-Nepal will only provide administrative support to obtain those permits.</p> <p>Please also note that the flight duration of the drone is being reduced from 1 hr to approximately 30 min only. Subjected to approval by the authority, an addendum to the RFP related to this provision will be issued soon once approved by the authority.</p>

160.	<p>Section 5.6 Government Owned Enterprises (GOE) states the GOE policy applies only to goods or works and excludes consulting contracts. This narrow policy clearly puts US-based private companies at a competitive disadvantage against companies that are: a) fully or partially government-owned or -affiliated; and b) based in countries with universal healthcare or subsidized public transportation. GOEs enjoy the protection and support of the state in the form of financial, HR, and other subsidies that commercial companies do not. Companies that come from jurisdictions with universal healthcare, public transportation, and favorable tax treatment on bonuses and dividends enjoy at least 25% cost advantage on their fringe multiplier, which itself can be more than 35% of labor cost, compared to US-based companies that pay US taxes (which funds this MCC program). This is clearly an unfair advantage against US-based private companies. We request a clarification why MCC GOE policy is putting US companies at a disadvantage against GOEs and companies that benefit from public services from their governments?</p>	<p>The GoE Policy is part of the MCC PPG which MCA-Nepal is obliged by the Compact provisions to apply. Only MCC can modify such policy.</p>
161.	<p>Please clarify the following about JV/Association:</p> <p>a) In what form, format, or what evidence does MCA-Nepal require for an JV/Association (e.g., a consortium) of several companies.</p> <p>b) If the objective of Section 3.7.1.6(b) is to hold members of the JV/Association to be jointly and severally liable for the execution of the contract, is it sufficient to produce a legally binding, signed copies of the JV/Association agreement that confirms this?</p>	<p>a) Please refer ITC 5.2 which states "...letter of intent to enter into an agreement or under an existing agreement of association in the form of a joint venture or other association"</p> <p>b) There does not exist 3.7.1.6 (b). Yes, you have to submit a legally valid and binding document.</p>
162.	<p>Section IV A. Technical Proposal Forms (TPF), Page 71, Form Tech- 2A: Bidders are required to provide evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant.</p> <p>a) As per Section 3.7.3.2 Financial Resources, please confirm only the Prime firm that leads an Association (consortium) needs to produce this financial evidence and it not required that each</p>	<p>a) All members combined need to fulfill this requirement.</p>

	<p>member of the JV/Association needs to produce financial resources statement.</p> <p>b) Please clarify what financing of \$1,000,000 means: is it asset value of the company, net worth of the company, is it access to line of credit, is it cash in the balance sheet, or cash in the bank?</p> <p>c) In what form this evidence should be provided? A statement from the bank, a signed self-declaration form from each member of the JV/Association? Or a letter from the leader of the Association (i.e. prime contractor) confirming availability of funding for all Association members.</p>	<p>b) The evidence could be in the form of Line of Credit or Bank or cash balance, investment in Government securities or similar instruments from a reputable financial institution and is as per ITC 25</p> <p>The financial Capacity requirement is mentioned in the TECH-2A.</p> <p>“Evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant.”</p> <p>The evidence could be in the form of Line of Credit or Bank or cash balance, investment in Government securities or similar instruments from a reputable financial institution and is as per ITC 25, dedicated for the implementation of this consulting services as attested by an authorized representative of the Consultant.</p> <p>You are requested to refer ITC 25 in conjunction with Form Tech-2A.</p> <p>The letter can come from the Bank and shall be attested by an authorized representative of the Consultant specifying that the amount required is dedicated for the implementation of this consulting services.</p>
163.	<p>Section IV A. Technical Proposal Forms (TPF), page 89, Form Tech-12: Is this form required for all members of a JV/Association?</p>	<p>This form is required for all Joint Venture Partners, Sub-Consultant, Vendor, Suppliers (if any), and all Key Personnel. Instructions on how to fill in this form and to whom is applicable start on page 92.</p> <p>In the future, when the Non-Key personnel, other experts and any sub-consultant will be deployed, the requirement in form Tech-12 need to be fulfilled.</p> <p>In one form you should check for all and send it through email to MCANepalPA@dt-global.com (Procurement Agent) and copy to MCC at: sanctionscompliance@mcc.gov at the time of proposal submission.</p>

164.	Section III. Qualification and Evaluation Criteria, ITC 24.1, 1.1, Page 46-47: Would MCC consider lowering the \$4 million minimum value of the 4 past projects with similar scopes to allow bidders more opportunity to substantiate their experience.	The request is no accepted by MCA-Nepal. Thus, the RFP requirement will not be amended.
165.	Although MCC programs are supposed to promote country-ownership (which means Nepali institutions and professionals play a greater role in identifying problems, designing programs, and implementing projects), the staffing requirement in this RFP does not encourage local participation. For example, there is a requirement that experts should have more than 20 years of experience supervising 220kV and 400kV+ substations and transmission line projects. In Nepal, 400kV+ transmission projects began less than 10 years ago with the World Bank funded Dhalkebar – Muzaffarpur cross-border project. Similarly, 220kV projects are also relatively recent. Even though Nepali professionals who worked on such projects can manage the MCAN projects, they are technically not qualified as per the criteria listed in this RFP. This is a loss for the project and the country. We request MCAN to re-consider this requirement, allowing local experts (who are relatively more affordable and more experienced in the Nepali social, cultural and political context) to be part of this program?	<p>There are no such requirements for the staff being local or international.</p> <p>The Qualifications and Evaluation Criteria were designed primarily considering what MCA-Nepal considers the technical requirements for a successfully implementation of the Project rather than nationality of the staff.</p> <p>Furthermore, the paragraph above is based on certain provisions (P1A2.68; P2.B2.8; P1.B3.10) in the MCC PPG that prohibits “the application of any margin of preference for domestic or any other nationality preferences...”</p> <p>It shall be noted that the Consultant may propose local or international staff as they see fit to enhance their chances to be awarded in the procurement process.</p>
166.	Pg. 167, Section V: 6.1.1, NK-18, Non-key personnel: Survey Engineer: In the subcontinent the role of a survey engineer is generally performed by personnel holding technical diplomas, and having been trained in surveying methods and not by personnel holding a bachelor’s degree. It is therefore suggested to relax the requirement of a Bachelor’s degree for a Survey Engineer.	This requirement is for Survey Engineer and not Surveyor. Thus, the RFP requirement shall not be amended.
167.	Pg. 48 – 56, Section III. Qualification and Evaluation Criteria, 3.1 – 3.16: Many of the Key personnel require a bachelor’s degree. Could staff with similar or equivalent degrees and be scored commensurately?	Bachelor’s degree or equivalent will be considered during evaluation. Please note that in any case, the Consultant shall submit evidence demonstrating the equivalent to a bachelor’s degree status.

168.	Pg. 80, Form Tech-9 states staff input should be “in the form of a bar chart.” Please confirm that for each position, the offeror should fill in the appropriate column for each month expected to be worked at home or in the field using one pattern to indicate full-time work during that month and a different pattern indicating part-time work.	The Consultant is required to provide clearly the input proposed for each person from home and field, full time or part time. Please consider the notes stated at the bottom of Form Tech-9. The proposed staffing schedule should be in line with the work and delivery schedule and approach and methodology proposed to carry out the assignment successfully.
169.	We ask that MCA-Nepal reconsider the use of drones. Ministry of defense, Civil Aviation Authority etc. We suggest Would it be possible for MCA-Nepal to	The request is not accepted by MCA-Nepal. Thus, MCA-Nepal is not amending the requirement of the RFP.
170.	<p>Page 41, ITC 1.5 mentions that “As indicated under Section V, Terms of Reference paragraph 3.4”, however paragraph 3.4 of the Terms of reference does not include an indication related to PAN/VAT. Please indicate what, if any, text should be included on PAN/VAT in the TOR.</p> <p>a. Please clarify how VAT, import duties, excise and other taxes will be treated under this contract? MCC Compact page 7 Section 2.8 Taxes states that “... MCC Funding will be free from the payment of (i) any tariffs, customs duties, import taxes, export taxes, and other similar charges on any goods, works or services introduced into Nepal in connection with the Program; (ii) value added tax, sales tax, excise duty, property transfer tax, and other similar charges on any transactions involving goods, works or services in connection with the Program, (iii) taxes and other similar charges on</p>	<p>PDS, ITC 1.5 states “The MCA Entity will provide the following inputs and facilities: As indicated under Section V, Terms of Reference paragraph 3.4.</p> <p>The input and facilities are stated under 3.4 of ToR.</p> <p>Further PDS, ITC 1.5 states “Please note that PAN/VAT registration is required for Consulting Firms after Contract award as per the rules of the Government of Nepal. Firms which are already registered in Nepal, must provide the following Documents: VAT/PAN registration, Tax clearance to fulfill the local Government requirement”. There is nothing stated in the TOR, but it provides PAN/VAT registration requirements for the Consultant who will be awarded the Contract.</p> <p>a. Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The Consultant needs to assess application of taxes on its own depending on its status of incorporation and prior registration in Nepal.</p>

	<p>ownership, possession or use of any property in connection with the Program,”</p> <p>b. Since much of the capital equipment is likely to be purchased in-country, please clarify how price proposals without VAT will be compared to those with VAT on a uniform basis?</p> <p>c. If the same capital equipment were to be imported, how will the duties, excise, and import taxes on those items be treated? What number should the Consultant present in the proposal?</p> <p>d. In Form FIN-1, the instruction asks for the Financial Proposal exclusive of VAT, yet FIN-2 instructs Financial Proposal to be presented with and without VAT. Please explain.</p> <p>e. Please clarify if the total amount for FIN-3 should be exclusive of VAT.</p> <p>f. Page 42, ITC 12.4 (c) indicates that “The estimated budget for the assignment is:US\$21,000,000.00 (Twenty-One Million United States Dollar) including contingencies”; please confirm that this amount is exclusive of VAT.</p>	<p>b. The Consultant proposal <i>inter-alia</i> shall comply with provisions made under Form FIN-2.</p> <p>c. Please refer to responses to (a) and (b) above. Additionally, please note that import tax is exempted. The Tax exemption letter will be provided by MCA-Nepal for the Goods imported for the purpose of the Compact.</p> <p>d. FIN-2 states “VAT if applicable”, then the Consultant to indicate what is applicable in its particular case. Please note that Total Price of Financial Proposal (Excluding VAT) stated under FIN-2 table shall be used for evaluation, comparison, and recommendation of award of the Contract. The amount of VAT (if any) mentioned by the Consultant is only indicative.</p> <p>e. As of now, total of FIN-3 should be exclusive of VAT. However, to clarify MCA-Nepal may issue an Addendum to RFP.</p> <p>f. The budget estimate is exclusive of VAT.</p>
171.	<p>Page 40, ITC1.3: Since the cost of consulting service of this nature is directly proportional to the LOE of staff, would MCA-Nepal (MCAN) please clarify how the bidder should estimate the LOE for this assignment when the instruction says there may be 3 to 6 contracts? Choosing one and being wrong will make our bid underpriced or overpriced. Would MCAN please specify a number so all bidders use the same information?</p>	<p>Consider the No. of Lots for S/S and TL for the estimation of the LOE. Even if multiple lots are awarded to a single Contractor the level of efforts will not change. The Consultant should consider three lots for TL and 3 lots for S/S.</p>
172.	<p>Section under RFP Document:</p> <p>(i) Proposal Data Sheet: under clause 1.3 (Pages 40 – 41)</p> <p>(ii) TOR: under clause 1.1; 1.2 (Pages 108 – 109): & under clause 3.3; 3.4; 3.5 (Pages 117 - 139):</p>	

<p>From the above references it is understood to us that, the scope of the Consultancy work for the subject cited Project is divided into three parts i.e.</p> <p>(i) Base Period Services: where the Consultant needs to perform the pre-tendering, tendering and procurement activities and assist to client for the same, within the stipulated time period of 4.5 months. Also, it is stated that, the budget for the same work has fixed by the entity is approx. 0.7 Million USD.</p> <p>(ii) Option Period A: Consultant will be supervising the works for timely completion while ensuring control on Quality, Cost and time of the works Contract(s) for 3 lots of Design and Build of Substations (3 major substations) and 3 lots of Transmission Line project (approximate length of 300 km spread over 10 districts of Nepal), which may form 3 to 6 Contracts, within 58 months. Client also mentioned the budget for the same is approx. 19.3 Million USD.</p> <p>(iii) Option Period B: Consultant will be supervising the works for timely completion while ensuring control on Quality, Cost and time of the works Contract(s) for New Butwal – India Nepal Border transmission line section of about 20 km within 51 months. Client also mentioned the budget for the same is approx. 1 Million USD.</p> <p>The entity is stated that, “The Supervision Engineer is envisaged to provide the consultancy service for the construction supervision of the works contract under Base Period, Option Period A and Option Period B. The assignment is being split under Base Period and Option Periods to align with the availability of the CFF fund (before EIF) and Compact Fund (to be available post EIF). The Base Period services are sought to be provided for the activities to be carried out pre EIF and the Option Periods services are sought to be provided for the post EIF activities. Therefore, there is a</p>	<ol style="list-style-type: none"> 1. An Addendum may be issued soon to extend the Base Period duration from “4.5 months” to “8 months (intermittently)”. 2. The reasons for segregating the scope of work into Base period, Option period A and Option period B is to align the project implementation with the availability of the CFF fund (before EIF) and Compact Fund (to be available post EIF). The Base Period services are sought to be provided for the activities to be carried out pre EIF and the Option Periods services are sought to be provided for the post EIF activities. 3. Please note that MCA-Nepal is in the process of preparing an addendum to the RFP, which will only be issued subjected to approval by the authority, and it states- <ol style="list-style-type: none"> i. Option A and Option B will be exercised together. and ii. Option A and Option B together will be exercised after EIF.
---	---

	<p>probability from client to exercise either Option-A or Option-B.”</p> <p>Thereafter, client also confirming that, the Option Period B will only be exercised by MCA Nepal if MCA-Nepal decides to exercise design and construction of 18 KM line from New Butwal to Nepal-India Boarder under Transmission Line works Contract.</p> <ul style="list-style-type: none"> - As mentioned that Client may opt Option A or Option B or both during Base Option. - Please clarify on following : <ul style="list-style-type: none"> • As Consultant shall perform the Base Period Services wherein they will assist in evaluate the contract and award thereof, than why the option A & B to be chosen during base period services or during Base period services itself consultant may be restricted to the work of Option A or Option B. <p>Is there any criteria to choose Option A or Option B or both?</p>	
173.	<p>Qualification and Evaluation Criteria (Page 48-):</p> <ul style="list-style-type: none"> - The Project Manager shall be a qualified professional engineer with bachelor’s degree - The TL Resident Engineer shall be a qualified engineer with a bachelor’s degree <p>The S/S Resident Engineer shall be a qualified engineer with a bachelor’s degree</p> <ul style="list-style-type: none"> - It is understood that project manager shall be considered as professional qualified engineer who is having a bachelor degree in electrical engineering. Please confirm. <p>It is understood that the TL & S/S Resident Engineer shall be considered as qualified engineer who is having a bachelor degree in electrical engineering. Please confirm.</p>	<p>The Project Managers for TL and S/S shall be qualified professional engineer with a bachelor’s degree in any stream of Engineering.</p>
174.	<p>Terms of Reference: Substations Activity (page 112):</p> <p>Separately from the Compact, the GoN has agreed to upgrade two other substations that are connected to electricity pooling hubs along the transmission</p>	<p>The understanding is not correct. Please read the RFP carefully.</p>

	<p>lines constructed as part of the Transmission Lines Activity, at Lapsiphedi of Kathmandu district and at New Hetauda S/S located in Hetauda of Makwanpur district</p> <p>It is understood that, the Transmission Lines Activity, at Lapsiphedi of Kathmandu district and at New Hetauda S/S located in Hetauda of Makwanpur district are not part of this Consultancy Services. Please clarify.</p>	
175.	<p>Terms of Reference: Substations Activity (page 112): Power Sector Technical Assistance Activity (not covered by this assignment)</p> <p>It is understood that, the Transmission Lines Activity, at Lapsiphedi of Kathmandu district and at New Hetauda S/S located in Hetauda of Makwanpur district are not part of this Consultancy Services. Please clarify.</p>	The understanding is not correct. Please read the RFP carefully.
176.	<p>Terms of Reference: Substations Activity (page 112): Power Sector Technical Assistance Activity (not covered by this assignment)</p> <p>It is understood that, the Power Sector Technical Assistance Activity is not covered under the Consultancy assignment. Please clarify</p>	Yes, your understanding is correct.
177.	<p>Terms of Reference: Substations Activity (page 113): Project Management and Technical Oversight Activity:</p> <p>Please provide the DFS and associated material (e.g., maps and GIS data) as mentioned.</p>	Please visit the official website of MCA-Nepal. https://mcanp.org/en/publications-resources/feasibility-studies-reports/
178.	<p>Terms of Reference: Task-1: Contract Negotiations (page 118): Review of the bidding documents, the awarded technical and financial proposals as well as the evaluation report for each procurement</p> <p>- It is understood that “Review of the bidding documents” activity shall be done by the Consultant to the extent possible for evaluation of Tender/ Bid only. Please</p>	<p>A complete review of the Bid document is required to be done to assist MCA-Nepal in negotiating the contracts.</p> <p>The Consultant is not required to prepare evaluation reports for the works contracts. However, the evaluation reports will be reviewed</p>

	<p>confirm. It is also understood that, Consultant shall not make any evaluation report. The same shall be prepared by the Client and review shall be done by Consultant. Please clarify.</p>	<p>by the Consultant to prepare themselves for assisting MCA-Nepal in the contract negotiations processes.</p>
179.	<p>Terms of Reference: Task-6: Construction Supervision: Record-Keeping (page 126): The Consultant will review MCA-Nepal's record keeping and document control infrastructure and propose a compatible system such as PROLOG Manager™, Aconex™ or other compatible software for construction management to facilitate information gathering, analysis, reporting processes, and correspondence via the internet. After approval by MCA-Nepal, the Consultant will provide and set up the software system(s) needed to preserve and retrieve construction records and provide training as part of the start-up process.</p> <p>- It is understood that Consultant need to procure and set up the software system. Please clarify that the consultant may use any software or their in house software for doing the project and data handling duly fulfilling the requirement mentioned in Task-6.</p>	<p>The Consultant will arrange Project Management and Document Management tool like PROLOG Manager™, Aconex™ or other compatible software as mentioned in Cl. 3.4.6 of the TOR. The Consultant will arrange licenses for their own use (10 No. Licenses) and for the use of MCA-Nepal (10 No. licenses) and for the use of Contractor- (10 No. licenses).</p> <p>If the Consultant is already equipped with such software then the consultant may use the same fulfilling the requirements mentioned in task 6 and extending the licenses as mentioned above.</p>
180.	<p>Terms of .connectivity, development of a webpage and mobile app for monitoring purpose at 3 no construction site at S/S and supply of 3 no drones with high resolution camera (with at least one hour flight time) for the Engineer's office of TL and set up of necessary infrastructure to upload video data to servers etc.</p> <p>- As in the contract, consultant to provide software as mentioned in record keeping, CCTV & Drone used for remote monitoring, please clarify whether these equipment/ items shall be the property of client or consultant may take back after the project completion. Please clarify.</p> <p>- Further, please provide the specification for CCTV & Drone.</p>	<p>1. The Consultant shall take back the equipment after the completion of the project.</p> <p>B. Subjected to approval by the authority, an addendum to the RFP is expected to be issued with detailed specifications of CCTV and drones.</p>
181.	<p>Terms of Reference: 6.0 STAFFING AND KEY PERSONNEL: 6.1 Consulting Staff (page 151-168):</p>	<p>Your understanding is correct.</p>

	<p>6.1.1 Base Period Staffing</p> <p>6.1.1 Option Period A (Construction Supervision, DNP and Post DNP) Staffing</p> <p>6.3 Option Period B (Construction Supervision, DNP and Post DNP) Staffing</p> <p>All the activities under Option Period B (If exercised by MCA-Nepal) are to be managed by the Consultant/Engineer with the same Key/Non Key staffs provisioned for Option Period A.</p> <ul style="list-style-type: none"> - It is stated in the RFP that, after completion of Base Period, Option Period-A will start. Please clarify the Staffs/ Experts from the Base Period may will repeat in the Option Period-A. <p style="padding-left: 40px;">It is also understood that, all the activities under Option Period B are to be managed by the Consultant/Engineer with the same Key/Non Key staffs provisioned for Option Period A. Therefore, Consultant may use the same personnel In Option-A and Option-</p> <ul style="list-style-type: none"> - <p>B. Please clarify.</p>	
182.	<p>Section II – Proposal Data Sheet. Clause No. ITC 12.5 (a); Pg. No. 42 Information on the Consultant’s financial capacity is required (Form TECH-2A of Section IV A).</p> <p>We understand that the financial statement refers to balance sheet of last three financial year i.e., FY 2019-20; 2020-21; 2021-22. As the bidders might consist of bidders from different countries, so request to confirm the Financial Year being referred for better clarity. – Kindly confirm.</p>	<p>The financial statements refers to balance sheet, profit and loss statement, cash flow statement related annexures and notes to account. Fiscal year depends on the country of audit so may be different for different Consultants. However, the financial statements to be submitted must cover the three last consecutive completed fiscal years.</p>
183.	<p>Section III – Qualification and Evaluation Criteria. Clause 3.2 – Financial Criteria; Pg. No. 46</p>	

	<p>If required by PDS ITC 12.5 (a), the Consultant shall provide evidence showing that it has the sufficient financial capacity needed for this Contract, as required in Form TECH-2A. Each Associate must provide the information required in TECH-2A.</p> <p>Secondly, the financial capacity of the bidder of US\$1,000,000, shall be evaluated based on the average annual turnover or the cumulative turnover of last three FY, for implementation of the consulting services in any sector or specifically from Power/Energy Sector – Kindly confirm.</p>	<p>Not Confirmed. There is no Turnover requirement in the RFP. The requirement is “Evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant.”</p> <p>The evidence could be in the form of Line of Credit or Bank or cash balance, investment in Government securities or similar instruments from a reputable financial institution and is as per ITC 25, dedicated for the implementation of this consulting services as attested by an authorized representative of the Consultant.</p> <p>You are requested to refer ITC 25 in conjunction with Form Tech-2A.</p>
184.	<p>Form Tech-2A Financial Capacity of the Consultant.; Pg. No. 71</p> <p>The Consultants should submit with their proposal the following:</p> <ul style="list-style-type: none"> • Audited financial statements for the last three (3) years, supported by audit letters or Certified financial statements for the last three (3) years, supported by tax returns and • Evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant. <p>Lastly, each JV member has to fulfil the financial capacity, or only the Lead Bidder or any Member of the JV. – Kindly confirm.</p>	<p>If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit the financial capacity information as requested. The reports should be submitted in the order of the Associate’s significance in the joint venture, greatest to least.</p> <p>Thus, all members should furnish the financial information as per the requirements in the RFP.</p> <p>Regarding the evidence of financing (US\$1,00,000) dedicated for the implementation of the consulting services, all members combined should fulfill the requirement.</p>
185.	<p>Section II – Proposal Data Sheet. Clause No. ITC 12.10; Pg. No. 42</p> <p>The written confirmation of authorization to sign on behalf of and bind the Consultant shall consist of:</p> <p>Written power of attorney demonstrating that the person signing has been duly authorized to sign on behalf of the Consultant, and its Associates</p>	<p>The written power of attorney (PoA) shall demonstrate that the person signing the documents submitted as part of bid has been duly authorized to sign on behalf of the Consultant and its Associates. Such PoA can be executed on business’s letter head or on any other paper as per the laws of the country where the business has been incorporated.</p>

	The written confirmation of authorization to sign on behalf of and bind the Consultant, shall be submitted on Bidder's letter head – Kindly confirm	
186.	<p>Form Tech-11 Curriculum Vitae (CV) for Proposed Key Professional Personnel. ; Pg. No. 86</p> <p>As mentioned in other technical forms of the RfP, is there any page limit for the CV's – Kindly confirm.</p>	There is no limit on the number of pages for the CV's. However, the Consultants are requested to stick to a maximum of 12 page per CV.
187.	<p>Section III – Qualification and Evaluation Criteria. Clause 3.4 – Evaluation Criteria ; Pg. No. 46</p> <p>At least one design review and construction supervision experience in the last 10 years for Transmission System Project (220 kV or above Transmission Line, 380 kV or above GIS Substation).</p> <p>The mandatory requirement is to be fulfilled by each member of the JV or the Lead Bidder or any member of the JV.</p> <p>Secondly, for inviting competitive bids, we request to consider experience of one design review and construction supervision experience in the last 10 years for Transmission System Project (132 kV or above Transmission Line OR 132 kV or above GIS Substation).</p> <p>As in the technical evaluation criteria, weightage of marks is being given to experience in GIS substation as well as for higher voltage level transmission line, request for relaxation in the eligibility criteria</p>	<p>The mandatory criterion shall be fulfilled by any one of the JV members.</p> <p>The request is not accepted by MCA-Nepal. Thus, the RFP requirements will not be amended.</p>
188.	<p>Non-Key Personnel: In addition, the Consultant is required to propose the below mentioned staff, which was anticipated by MCA-Nepal to perform the task successfully. Any change in the additional/support staff need to be justified by the Consultant in their proposal.</p>	<p>Subjected to approval by the authority, an Addendum to the RFP to correct the ambiguity related to the Non-Key personnel will be issued soon.</p> <p>The CVs of the Non-Key personnel are not required to be submitted with the Proposal.</p>

	<p>Only justified proposed changes shall be acceptable. The Consultant is required to submit CV of the Non-Key personnel to MCA-Nepal for MCA-Nepal approval well before deployment of the Non-Key staff. The Non-Key staff shall only be deployed to the site after MCC-Nepal approval.</p> <p>In the RfP for other experts (clause 6.2; Pg. No. 167), it is mentioned that the CV are not examined during the evaluation process, however, the name of the proposed experts, their input and position shall be indicated, both in technical and financial proposals.</p> <p>We understand that the CV of Non-Key personnel shall not be evaluated, therefore, name of the proposed experts, their input and position shall be indicated, both in technical and financial proposals. – Kindly confirm.</p>	<p>The Consultant is not required to provide the names of the Non-Key personnel in their Proposal.</p>
189.	<p>Special Conditions of Contract : GCC 17.3. Pg. No. 228</p> <p>Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract:</p> <p>We understand that the milestone mentioned under the clause is to be considered as the payment disbursement schedule for the assignment, which is both milestones based and fixed monthly basis as well. – Kindly confirm.</p> <p>We propose for a monthly remuneration based payment schedule.</p>	<p>The due date stated is the date for submission of the document by the Consultant. The payment shall be based on submission of an acceptable report and submission of an acceptable invoice.</p> <p>Please note that the payments schedule already includes payments for Monthly Progress Reports.</p> <p>No amendments to the Payments and Deliverables Schedule will be made.</p>
190.	<p>General : Submission Deadline ; Pg. No. 02 09 March 2023</p> <p>The clarification required on certain decisive points of the RfP, are highlighted in this letter. The compilation of the technical and financial proposal shall require a lot of information gathering which is indeed a time-consuming process and can be initiated only upon receiving the clarifications. Thus, we request your good self to kindly extend</p>	<p>MCA-Nepal is in the process of extending the submission deadline for two weeks.</p>

	<p>the due date of submission by at least 15-20 working days, which shall enable us to submit a quality proposal.</p>	
191.	<p>Section III. Qualification and Evaluation Criteria Page 46 1. Organizational Capability and Experience of the Consultant Evidence of organizational capability and relevant experience in the execution of projects of a similar scale and complexity in the power sector...</p> <p>We request the client to confirm is a wholly owned subsidiary in India can use experience of its parent firm.</p>	<p>Parent and Sister firms experience shall not be considered. Only the specific and direct experience of the firm submitting the proposal shall be considered.</p>
192.	<p>Section VII - Special Conditions of Contract (SCC) Page 228 GCC 17.3 Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract:...</p> <p>We understand that for Base Period the payments are percentage based. However, we request the client to kindly consider monthly payments for Option A and Option B.</p>	<p>The request is not accepted by MCA-Nepal. The Payment schedule will not be amended.</p>
193.	<p>General Query Provision of advance payment</p> <p>We request the client to keep provision of advance payment for effective kick-starting of the project which is a general practice.</p>	<p>The provisions of the RFP will not be amended. Under MCC PPG advance payments to consultants can only be approved by MCC under exceptional circumstances, which MCA-Nepal believes is not the case here.</p>
194.	<p>Section V. Terms of Reference Page 125 3.4.5 Task 5: Quality Control The Consultant shall be responsible for witness of all critical factory acceptance tests...</p> <p>We request the client to clarify if the Factory Acceptance Tests (FATs) will be conducted and paid for by the client or the consultant must include the cost for FATs in the financial proposal.</p>	<p>1. Please refer to Section V/ Terms of Reference/ 3.4.5 Task 5: Quality Control where every details regarding FAT of TL and S/S materials/ equipment and proto type testing of towers.</p> <p>2. The Consultant must do their own assessment and accordingly prepare their fully loaded technical and financial proposal, including the expenses to be incurred for supporting MCA-Nepal during the FATs that will be conducted at various locations.</p>

195.	<p>Section V. Terms of Reference Page 113 Project Management and Technical Oversight Activity...</p> <p>The Project Management and Technical Oversight Activity will complement the Transmission Lines and Substations Activities. To successfully implement the proposed ETP infrastructure investments while complying with MCC's technical, environmental, and social standards, Compact funding will support necessary expenditures for project management, environmental and social impact assessment and mitigation, resettlement action plan development and implementation, and engineering and technical supervision of the ETP.</p> <p>We request the client to confirm that there is no conflict if a RAP or LRP consultant can be part of bid and join the consortium as a JV member or associate member.</p>	<p>Consultants need to check the RFP clause ITC 5.8, ITC 5.9 and ensure that they are not in a potential Conflict of Interest.</p> <p>Further, it should be noted that the conflict of interest identified need to be mitigated and the mitigation is required to be approved by MCC.</p> <p>All Consultants are required to comply with ITC 5.10.</p> <p>Also, Consultants may check MCA-Nepal website for any clarification/addendum to be issued for Transmission Line Bidding Document and additional information/documents available for Sub-Station procurement.</p>
196.	<p>General Query Query regarding mobilization of site engineers</p> <p>Site Engineers required for daily site supervision – 4 site engineers per lot i.e. 4 x 3 lots = 12 site engineers for Transmission Line and 16 site engineers per lot i.e. 16 x 3 = 48 site engineers for Sub Station. Kindly confirm.</p>	<p>For Key Personal- No of Key personal should be exactly same as mentioned in the RFP for Base Period, Option Period A and Option Period B.</p> <p>For Non-Key Personal and other experts: The bare minimum requirement for Non-Key Personal and Other Expert will be issued as an addendum to the RFP soon, only after approval by the authority. However, the Consultant may propose additional experts in their proposal.</p>
197.	<p>General Query General Query regarding man-months</p> <p>We request the client to kindly provide man months for each of the key and non-key positions and support staff for consistency in the proposed financials from the participating bidders. If not man-months for each position, we request you to kindly provide at least total number of man-months for key, non-key and support staff.</p>	<p>1. P1.B2.3 f the MCC PPG doesn't allow MCA-Nepal to provide the Consultants the estimated budget and the level of effort at the same time, as follows: <i>"MCC allows for the MCA Entity to provide either, but never both, the estimated budget or the estimated level of effort of key staff. MCC encourages providing the estimated budget"</i>.</p> <p>2. The Consultants shall calculate the man months based on their experience on similar type of assignments.</p>

		<p>3. For Key Personal- No of Key personal should be exactly same as mentioned in the RFP for the Base Period, Option Period A and Option Period B.</p> <p>4. For Non-Key Personal and other experts: The bare minimum requirement for Non-Key Personal and Other Experts will be issued as an addendum to the RFP soon, only after approval by the authority. However, the Consultants may propose additional experts in their proposal.</p>
198.	<p>Section V. Terms of Reference Page 129 3.4.6. Task 6: Construction Supervision Remote Monitoring The Consultant shall supply and install Annual Maintenance Contract (AMC) of CCTV Camera...</p> <p>We request the client to kindly confirm if the Remote Monitoring equipment and software will be procured by the client and the consultant only has to supervise the operation of the same and handed over to the client post completion of the consulting services.</p> <p>We also understand that the client will provide assistance in taking necessary approvals from usage of drones from respective authorities.</p>	<p>1. The procurement, supply, installation, operation and maintenance of the Remote Monitoring equipment and associated software is within the scope of work of the Consultant.</p> <p>2. All clearances or approval for supply, installation, operation and maintenance of such equipment and software are to be obtained by the Consultant. However, MCA-Nepal will provide the necessary administrative support.</p>
199.	<p>Section V. Terms of Reference Page 126 3.4.6. Task 6: Construction Supervision Record-Keeping- The Consultant as an Engineer under works Contracts will keep on site records of required documents pertaining to the works, in a system compatible with MCA-Nepal cloud system (Google cloud)...</p> <p>We request the client to confirm if for database management of the project and record keeping, the consultant is permitted to use cloud server instead of on-premise server.</p>	<p>Yes, the consultant is permitted to use a cloud server.</p>

200.	<p>Section III. Qualification and Evaluation Criteria 3.4 Evaluation Criteria Page 46 Mandatory Criterion 1</p> <p>At least one design review and construction supervision experience in the last 10 years for Transmission System Project (220 kV or above Transmission Line, 380 kV or above GIS Substation).</p> <p>We request the client to kindly confirm the mandatory criteria is to be fulfilled by all members of the JV or fulfilment from any one of the members will suffice.</p>	<p>The mandatory criterion shall be fulfilled by any one of the JV members.</p>
201.	<p>Section III. Qualification and Evaluation Criteria Page 47 1.2 c) Experience shall include construction supervision of at least two (2) transmission line infrastructure projects with a similar scope of work (minimum 220 kV for TL) during the last 10 years in a developing country context, with an increasing preference for experience in hilly terrain.</p> <p>We request the client to kindly consider changing the preference for experience in ‘hilly terrain’ to ‘similar geography’.</p>	<p>Request not accepted. Thus, the RFP will not be amended.</p>
202.	<p>Section V. Terms of Reference Page 109 1.2 Overview of the Scope of the Service Base Period Services</p> <p>The objective is to solicit support through a consulting firm in the procurement process of hiring a Design Build Works Contractors for Transmission Line and Substations, specifically during the contract negotiations stage for both substation and transmission line contracts.</p> <p>We understand that the role of consultant in the Base period will only be at advisory level. Please confirm.</p>	<p>Yes, your understanding is correct.</p>
203.	<p>Section V. Terms of Reference Page 127 3.4.6. Task 6: Construction Supervision</p>	<p>1.The Consultant will arrange a Project Management and Document Management tool like PROLOG Manager™, Aconex™ or other</p>

	<p>The Consultant shall provide and use Project Management and Document Management tools also termed as virtual library with adequate storage for creating, managing, sharing and storing all project related documents</p> <p>We request the client to kindly confirm if the consultant can use their own document management system and integrate with the clients document management system or the client/ DB contractor will provide DMS/PMS. Please confirm.</p>	<p>compatible software as mentioned in Cl. 3.4.6 of the TOR. The Consultant will arrange licenses for their own use (10 No. Licenses) and for the use of MCA-Nepal (10 No. licenses) and for the use of Contractor- (10 No. licenses).</p> <p>If the Consultant already have a similar type of software, then the Consultant may consider extending the licenses to MCA-Nepal and the Contractors as stated above.</p>
204.	<p>Section V. Terms of Reference Page 138 3.4.15 Task 15: Support MCA-Nepal in avoidance of any Dispute and assist in Dispute Resolution</p> <p>Generally, the DAB members are selected by the DB contractor and client, we suppose it is the same for this assignment. Kindly confirm.</p>	<p>The Dispute Adjudication Board members will be appointed by MCA-Nepal and the Contractors, but the Consultant need to carry out the tasks assigned under the ToR.</p>
205.	<p>General Query Query regarding Works contracts</p> <p>We understand that the Works contract for the TL is floated, we request the client to kindly inform us the tentative timeline of selection of Substation work contractors</p>	<p>The Letter of Acceptance of Substation Works Contracts is likely to be issued in December 2023/January 2024.</p>
206.	<p>GCC 19 Suspension Page 199 There is no provision for suspension of Services by the Consultant</p> <p>Please insert Clause 19.2: the Consultant may suspend the Services or reduce the rate of performance of the Services after Thirty (30) days prior notice to the Client, if the Client fails to pay the Consultant the amount due, pursuant to Clause GCC 17.</p>	<p>The request is not accepted by MCA-Nepal. Thus, the RFP will not be amended.</p>
207.	<p>SCC 17.1: Page 228 Option Periods may be exercised in parallel or with a gap.</p>	<p>Option A and Option B will be exercised immediately after EIF (Entry into Force) which is expected to start either after completion of base period or even before completion of base period. If it starts before completion of base period then Base, Option A and Option B will run in parallel.</p>

	<p>It is advisable to ensure that the Option Period is exercised by the MCA Entity before the expiry of the Base Period otherwise the contract will automatically expire after the completion of base period.</p>	<p>Subjected to approval by the authority, an addendum to the RFP will be issued soon extending the base period from “4.5 months” to “8 months” intermittently.</p>
208.	<p>GCC 35.1: Liability of the Consultant, Page 217 Subject to additional provisions, if any, set forth in the SCC, the Consultants’ liability under this Contract shall be provided by the Applicable Law.</p> <p>Since the SCC is silent in this regard, the liability should be maximum upto the contract price and the period of liability should be one year.</p>	<p>MCA-Nepal will review the request and if acceptable, an addendum to the RFP may be issued by MCA-Nepal.</p>
209.	<p>GCC 18 : Taxes and Duties Page 198 Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at [insert web link], the Consultant, the Sub- Consultants, and their respective Personnel may be subject to certain Taxes on amounts payable by the MCA Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant, each Sub- Consultant and their respective Personnel shall pay all Taxes levied under Applicable Law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, any Sub-Consultant or their respective Personnel, the Contract Price shall not be adjusted to account for such Taxes.</p> <p>Kindly confirm whether the Consultant will be liable to pay Corporate Income Tax or any other tax or international consultants are exempted from Local Taxes?</p>	<p>Compact Section 2.8 read along with Annex VII – Tax Schedules provide the conditions for tax exemption, refund or reimbursement of Taxes. The Consultant needs to assess application of taxes on its own depending on its status of incorporation and prior registration in Nepal.</p>
210.	<p>Section II. Proposal Data Sheet ITC 18.1 For electronic submission purposes only, use the FRL in PDS ITC 17.3 c)</p>	<p>Please refer to Addendum 1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.</p>

	<p>The deadline for submission of Proposals is as follows: 15:00 hours (local time of Nepal (GMT+5:45)) on 09 March 2023</p> <p>We understand that adherence to the timeline is of utmost importance. However, it may be appreciated that as per the requirement of RFP, many tie-ups need to be made with various agencies which in turn requires substantial time. All these tie-ups will have significant impact on the working of the project. A comprehensive proposal with all ends tied-up properly at this stage will result in smooth execution, whereas, hush up at this stage will jeopardize the functioning at later stage.</p> <p>Further, there are intervening holidays due to the observance of the Holi/ Fagu Purnima festival in India & Nepal.</p> <p>Therefore, we request you to extend the bid submission deadline till 31-Mar-23 so as to enable us submit our most comprehensive techno-economic proposal.</p>	
211.	<p>Section I. Instructions to Consultants (ITC), Cl. 5.11, Government Employees (Page 17-18)</p> <p>If a Consultant proposes any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government confirming that: (i) they will be on leave without pay from the time of their official Proposal submission and will remain on leave without pay until the end of their assignment with the Consultant and they are allowed to work full-time outside of their previous official position; or (ii) they will resign or retire from Government employment on or prior to the Contract award date. Under no circumstances shall any individuals described in (i) and (ii) be responsible for approving the implementation of this Contract. Such certification shall be provided to the MCA</p>	<p>No Government Employee shall be proposed without abiding by the requirement of the RFP. All temporary Government employees shall submit an undertaking with the bid that “they will resign or retire from Government employment on or prior to the Contract award date.”</p>

	<p>Entity by the Consultant as part of its Technical Proposal.</p> <p>We understand the aforementioned provision is only limited to the Full-time government employee, while the temporary employee/employee under contract basis shall not be treated as Full-time government employee and thus, is not subjected to permission</p>																	
212.	<p>Section IV B. Financial Proposal Form Form FIN-2 Form FIN-3 Form FIN-2</p> <table border="1" data-bbox="196 684 842 1923"> <tr> <td>Option Period A (Excluding 18km of segment from New Butwal to Nepal India Boarder):</td> </tr> <tr> <td>Construction Supervision for Transmission Lines and Substations Activities (43 months)</td> </tr> <tr> <td>Defects Notification Period (12 months)</td> </tr> <tr> <td>Post Defects Notification Period (3 months)</td> </tr> <tr> <td>Total Price of Option Period A (Excluding 18km of segment from New Butwal to Nepal India Boarder) (B)</td> </tr> <tr> <td> </td> </tr> <tr> <td>Option Period B (18 km of segment from New Butwal to Nepal India Boarder (MCA Nepal may exclude this scope of work based on decision of Authority, without amending Contract Price and Contract duration)):</td> </tr> <tr> <td>Construction Supervision for Transmission Lines and Substations Activities (36 months)</td> </tr> <tr> <td>Defects Notification Period (12 months)</td> </tr> <tr> <td>Post Defects Notification Period (3 months)</td> </tr> <tr> <td>Option Period B Total Price of 18km of segment from New Butwal to Nepal India Boarder (C)</td> </tr> <tr> <td>Form FIN-3</td> </tr> <tr> <td>B. Option Period A –Tasks</td> </tr> <tr> <td>Task 14: Defects Notification Period and Post DNP</td> </tr> <tr> <td>Task 15: Support MCA-Nepal in avoidance of any Dispute and assist in Dispute Resolution</td> </tr> <tr> <td>Subtotal (B)</td> </tr> </table>	Option Period A (Excluding 18km of segment from New Butwal to Nepal India Boarder):	Construction Supervision for Transmission Lines and Substations Activities (43 months)	Defects Notification Period (12 months)	Post Defects Notification Period (3 months)	Total Price of Option Period A (Excluding 18km of segment from New Butwal to Nepal India Boarder) (B)		Option Period B (18 km of segment from New Butwal to Nepal India Boarder (MCA Nepal may exclude this scope of work based on decision of Authority, without amending Contract Price and Contract duration)):	Construction Supervision for Transmission Lines and Substations Activities (36 months)	Defects Notification Period (12 months)	Post Defects Notification Period (3 months)	Option Period B Total Price of 18km of segment from New Butwal to Nepal India Boarder (C)	Form FIN-3	B. Option Period A –Tasks	Task 14: Defects Notification Period and Post DNP	Task 15: Support MCA-Nepal in avoidance of any Dispute and assist in Dispute Resolution	Subtotal (B)	<p>Cost of Task 15 shall be included under “Construction Supervision for Transmission Lines and Substations Activities (43 months)”.</p>
Option Period A (Excluding 18km of segment from New Butwal to Nepal India Boarder):																		
Construction Supervision for Transmission Lines and Substations Activities (43 months)																		
Defects Notification Period (12 months)																		
Post Defects Notification Period (3 months)																		
Total Price of Option Period A (Excluding 18km of segment from New Butwal to Nepal India Boarder) (B)																		
Option Period B (18 km of segment from New Butwal to Nepal India Boarder (MCA Nepal may exclude this scope of work based on decision of Authority, without amending Contract Price and Contract duration)):																		
Construction Supervision for Transmission Lines and Substations Activities (36 months)																		
Defects Notification Period (12 months)																		
Post Defects Notification Period (3 months)																		
Option Period B Total Price of 18km of segment from New Butwal to Nepal India Boarder (C)																		
Form FIN-3																		
B. Option Period A –Tasks																		
Task 14: Defects Notification Period and Post DNP																		
Task 15: Support MCA-Nepal in avoidance of any Dispute and assist in Dispute Resolution																		
Subtotal (B)																		

	<p>C. Option Period B –Tasks</p> <p>Task 14: Defects Notification Period and Post DNP</p> <p>Task 15: Support MCA-Nepal in avoidance of any Dispute and assist in Dispute Resolution</p> <p>Subtotal (C)</p> <p>It may be observed that in the Form FIN-2, break-up of Task-14 (FIN-3) to be filled in for DNP and Post DNP Period. However, it is not clear where to include the cost of Task-15 (FIN-3) in the Form FIN-2.</p>	
213.	<p>Section IV B. Financial Proposal Form Form FIN-3 Form FIN-3</p> <p>C. Option Period B –Tasks</p> <p>Task 3: Review and Approval of Contractor’s Detailed Designs</p> <p>a. Transmission Line Design and Drawings</p> <p>b. Substation Design and Drawings</p> <p>It is understood that scope under Option B does not contain any substation related activities. Therefore, Activity 3b may not be required. Kindly confirm.</p>	<p>Yes, this is a mistake and will be corrected through the issuance of an addendum to the RFP, only after approval by the authority.</p>
214.	<p>Section V. Terms of Reference 3.4.5 Task 5: Quality Control (Page 126)</p> <p>For purposes of preparing technical and price proposals for this scope of services, prospective consultants shall assume the following with respect to FATs: plan to attend thirty-six (36) FATs to be conducted at international (Europe, North America or Asia) locations, and submit applicable rates for any additional FATs to which MCA-Nepal may elect to send the Consultant for witnessing.</p> <p>Kindly confirm the number of days for each FAT for at-par financial proposal.</p>	<p>1. Please refer to Section V/ Terms of Reference/3.4.5 Task 5: Quality Control where every details regarding FAT of TL and S/S materials/ equipment and proto type testing of towers.</p> <p>2. The Consultant should estimate the locations and days of FAT based on their experience and quote for FAT as per requirement of the RFP. Please provide the breakdown of the FAT cost below the FIN-3 which will help parties to agree the cost of any additional FAT.</p>
215.	<p>Section V. Terms of Reference 3.4.6 Task 6: Construction Supervision (Page 126-130) Record Keeping</p>	

<p>The Consultant as an Engineer under works Contracts will keep on site records of required documents pertaining to the works, in a system compatible with MCA-Nepal cloud system (Google cloud)</p> <p>Remote Monitoring The Consultant shall supply and install Annual Maintenance Contract (AMC) of CCTV Camera, Servers, Internet connectivity, development of a webpage and mobile app for monitoring purpose at 3 no construction site at S/S and supply of 3 no drones with high resolution camera (with at least one-hour flight time) for the Engineer’s office of TL and set up of necessary infrastructure to upload video data to servers etc.</p> <p>The Consultant....</p> <p>Remote Monitoring of Transmission Line Supply and installation of a Server with hi-speed data connectivity at Engineer’s office including</p> <p>Supply and operation of drones (3 drones for 3 lots) equipped with hi-resolution camera on gimbal for proper video stabilization with at least one-hour flight time on single charge and standby battery backup for another one-hour operation.</p> <p>Supply and install....</p> <ul style="list-style-type: none"> • We understand that all documentation record keeping etc. shall be through cloud system and no physical server is required to be setup at the site or at the MCA-Nepal Offices. Please confirm. • We understand that the choice of cloud server is not limited to Google Cloud. Please confirm. • The cloud-based server is based on annual subscriptions and hence, will be subscribed till the duration of the Consultancy assignment only. Please confirm. 	<p>1. Server: The Consultant shall either opt for a physical server or a cloud-based server for their own use. The Consultant shall not consider for a physical or a cloud based server for MCA-Nepal or for the Contractor.</p> <p>2. Yes</p> <p>3. The Consultant shall be responsible to maintain the cloud based server for the entire contract period of Option A and Option B only.</p> <p>4 & 5. Subjected to approval by the authority, an addendum to the RFP will be issued soon by</p>
---	---

	<ul style="list-style-type: none"> Under Remote monitoring, 3 no of drones with at least one-hour flight duration on single charge and stand by battery backup for one-hour operation is required. Generally, drones with such specifications are larger in sizes and may create unnecessary distress and attention among the nearby habitat during the operation of the same. Further, owing to the requirement of various governmental approval during each flight operation, the use of drones is expected to be restricted. In view of this, use of smaller drones with smaller flight duration and flight may please be opted We understand that the specified requirement is as follows: Remote Monitoring of Substation Construction Activities 06 No. CCTV Cameras at each substation site i.e. 06 x 03 = 18 Nos. Remote Monitoring of Transmission Line Construction Activities 01 No. Drone for each lot i.e. 01 x 03 = 03 Nos. Kindly confirm. 	<p>MCA-Nepal reducing the flight time of the drones from 1 hour to approximately 30 min.</p> <p>6. Your understanding of the required no. of drones and CCTV camera is correct.</p>
216.	<p>Section V. Terms of Reference 3.6 Task 6: Facilities, Equipment and Start Up (Page 139-140) Accommodation for the Consultant/Engineer</p> <p>We understand that the accommodation shall be provided by the EPC Contractor as per following: <u>At Site for Sub-Station</u> 04 No. Accommodation at each substation site i.e. 04 x 03 = 12 Nos. <u>At Sites for Transmission Line</u> 16 No. Accommodation at each lot i.e. 16 x 03 = 48 Nos Kindly confirm.</p>	<p>Yes, your understanding is correct.</p>
217.	<p>Section V. Terms of Reference, 3.4.8, Task 8 Environmental, Social, Health and Safety Monitoring (Page 131) The consultant shall ensure that changes in the design are re-assessed for environmental and social impacts and ensure on permits, renewals,</p>	<p>Confirmed that re-assessment of environmental and social impact and the preparation SIA report in line with IFC PS 5 is also in the scope of present consultancy assignment in case of any substantive changes in the design.</p>

	<p>revisions or approvals are obtained prior to corresponding works take place. This also includes updated social impact assessments and preparation of reports as per IFC PS 5</p> <ul style="list-style-type: none"> • As per RFP, there is no mention of Reassessment of Environmental and Social Impact and the preparation of social impact assessment report in deliverables schedule. <p>Kindly clarify whether re-assessment of environmental and social impact and the preparation SIA report in line with IFC PS 5 shall also be in the scope of present consultancy assignment.</p>	
218.	<p>Section V. Terms of Reference, Cl 3.4.8, Task 8 Environmental, Social, Health and Safety Monitoring (Page 132-133) The Consultant shall perform... Provide health and safety statistics for construction projects to MCA-Nepal.....</p> <p>Establish and Manage a GRM for the Construction Period.....</p> <p>Monitoring and Compliance of the Contractor COVID-19 risk mitigation plan as per the requirement of MCA-Nepal and guidelines and advising any non-compliance to MCA-Nepal.</p> <p>Please clarify on the statement “Provide health and safety statistics for construction projects to MCA-Nepal.” Please clarify whether the responsibility of the Consultant is only limited to operation of GRM in construction period or whether support will also be taken during the establishment of GRM.</p>	<p>The Consultant needs to compile the Health and Safety compliance data/report received from the Contractors and provide the same including their own Health and Safety compliance data/report.</p> <p>The GRMs are already established and functional. The Consultant needs to operationalize and assist MCA-Nepal in resolving the registered grievances.</p>
219.	<p>Section V. Terms of Reference 6.0 Staffing & Key Personnel (Page 158) Non-Key Personnel: All the Non-Key Personnel are envisaged for the Option period only. The Non-Key personnel CV’s will also be evaluated collectively as stated under Section III. The Consultant shall propose the number of manpower against the position and the anticipated man month (home and field) based on</p>	<p>For Non-Key Personal and other experts: The bare minimum requirements for the Non-Key Personal and Other Experts will be issued as an addendum to the RFP soon, only after approval by the authority. However, the consultants may propose additional experts in their proposal as they consider necessary.</p>

	<p>their understanding and work plan for performing the assignment. The Consultant may also propose additional positions (with required qualification and experience commensurate with the role assigned) if they consider those positions necessary for the performance of the mandate.</p> <ul style="list-style-type: none"> Based on the scope outlined in the RFP and discussions during pre-bid meeting, it is requested to specify the number(s) of Non-Key Personnel for at-par financials as it will have significant monetary implication. We opine that the decision on man-months may be made by Consultants but not on the number of personnel for each position, <p>As clarified during pre-bid meeting, the CVs of the Non-Key Personnel will not be evaluated and hence, submission of CVs of the non-key personnel is not required at this stage. However, Consultant is required to mention the name for each position of non-key expert. Kindly confirm.</p>	<p>The CVs of the Non-Key personal and other personal/experts will not be evaluated. However, before deployment of such personal their CVs needs to be approved by MCA-Nepal.</p> <p>The Consultant shall not attach any CV of Non-Key Personal and Other Experts with the technical and financial proposal. However, their input and position shall be indicated, both in technical and financial proposals.</p>
220.	<p>With reference to above referred RFP for Procurement of Consultancy Services for Construction Supervision for Transmission Lines and Substations Activities for ETP, Procurement Ref# (MCA-N/ETP/QCBS/006) and we have a query on limitation of Liability of Consultant, which is not clear.</p> <p>As per GCC Section VI, Clause no. 35 (35.1) Page no. 217 ' subject to additional provision, if any, set forth in the SCC, the Consultants Liability under this Contract shall provided by the Applicable Law</p> <p>But further SCC is not defining / clarifying about the limitation of Liability for consultant in the tender.</p> <p>We understand based on various ADB. WB and funded projects that the Consultant liability will be " Notwithstanding elsewhere mentioned the maximum liability of Consultant towards MCA-Nepal in connection with the Contract for whatsoever reason including any loss & damages shall be limited to 100 % of the Contract Value</p>	<p>MCA-Nepal will review the request and if acceptable may issue an addendum to the RFP.</p>

	<p>and neither parties shall be liable to the other party for any special, indirect or consequential Losses".</p> <p>It will be highly appreciated if you kindly confirm the same which will help us to bid in accordance. Thanking you and assuring you our best services at all times.</p>	
221.	<p>With reference to the pre bid meeting organized on February 14, 2023 and as per the minutes published for the same meeting, it was stated that the Non-Key experts shall not be evaluated and the requirement currently stated under the ToR will be amended by issuing an Addendum to the RFP. But this Addendum #1 do not contain any amendments made to that clause (Section V, 6.1.1). So we would like to request you to clarify this ambiguity and we hope that you will consider our request for the clarification.</p>	<p>MCA-Nepal is in process of seeking approval of the addendum and if approved, addendum to RFP will be issued.</p>
222.	<p>Page 25; Section I.; ITC; 14.1 Here it is mentioned; “Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not preclude the participation of the same Sub-Consultants, including individual experts, in more than one Proposal.” Please confirm our understanding that here “individual expert” refers to all the Key, Non-Key, National and International expert being proposed.</p>	<p>Yes Individual experts refer to all Key or Non-key, national or international expert.</p>
223.	<p>Page 41; Section II. Proposal Data Sheet; A. General; ITC 1,5. Here it is mentioned; “Please note that PAN/VAT registration is required for Consulting Firms after Contract award as per the rules of the Government of Nepal. Firms which are already registered in Nepal, have to provide following Documents: VAT/PAN registration, Tax clearance to fulfil the local Government requirement.” Please confirm our understanding that, PAN/VAT and Tax Clearance needed to be submit by National Firms (Entities) only during proposal</p>	<p>Yes, your understanding is correct.</p>

	submission and International firm need not to submit these documents (VAT/PAN and Tax Clearance) currently during proposal phase.	
224.	<p>Page 41; Section II. Proposal Data Sheet; A. General; ITC 4.4.</p> <p>Here it is mentioned;</p> <p>“The consultant shall also be required to develop and follow a COVID-19 risk mitigation plan based on template provided by MCA-Nepal.”</p> <p>Kindly confirm whether Covid Risk Mitigation plan need to be submitted currently along with the proposal or during implementation by the successful bidder?</p> <p>If yes, please provide the templates which is missing at moment.</p>	<p>The Covid Risk Mitigation plan is required to be implemented by the successful Consultant during contract implementation and shall be submitted during contract negotiations for MCA-Nepal and MCC review and approval.</p> <p>Notwithstanding the above stated, the COVID19 Risk Mitigation Plan template may be included in the Addendum #2 to the RFP.</p>
225.	<p>Page 43; Section II. Proposal Data Sheet; D. Submission and opening of the proposals; ITC 18.1</p> <p>Here it is mentioned;</p> <p>The deadline for submission of Proposal is as follows: 15: 00 hours (local time) of Nepal (GMT +5:45) on 9th March 2023.</p> <p>Given the limited time remaining to gather and compile all necessary documents for this Quantum of multidisciplinary scope of work, we respectfully request an extension of the submission deadline by an additional 4 weeks, moving it from 6th April 2023.</p>	<p>Please refer to Addendum #1 issued on 28 February 2023 wherein the proposal submission deadline has been extended for two weeks i.e. up to 23 March 2023.</p>
226.	<p>Page 47; Section III. Qualification and Evaluation Criteria ; 3.4 Evaluation Criteria ; ITC 24.1; Sub Criteria 1.2; (c), (d)</p> <p>Here it is mentioned :</p> <p>a) .Experience shall include construction supervision of at least two (2) transmission line infrastructure projects with a similar scope of work (minimum 220 kV for TL) during the last 10 years in a developing country context, with an increasing preference for experience in hilly terrain.</p>	<p>For both (a) and (b), the developing country could be Nepal or outside Nepal.</p>

	<p>b)Experience shall include construction supervision of at least two (2) GIS Substation with a similar scope of work (minimum 380 kV for GIS Substation) during the last 10 years in a developing country context, with an increasing preference for experience.</p> <p>Please confirm our understanding that under these two requirement developing country need not to be outside home and the experiences from the Consultant`s home country will also be considered for evaluation.</p>	
227.	<p>Page 47; Section III. Qualification and Evaluation Criteria ; 3.4 Evaluation Criteria ; ITC 24.1; Sub Criteria 1.2; (e)</p> <p>Here it is mentioned:</p> <p>e) Construction supervision experience in environmental, health & safety, TIP, GSI and resettlement requirements in at least one in Transmission Line and one in Substation projects.</p> <p>Please kindly confirm the following:</p> <ol style="list-style-type: none"> 1. Project meeting the given requirement doesn't have fall in last 10 years. 2. Project meeting the given requirement can be of any voltage level. (eg. 33kV /132kV etc.) 3. The given requirement can met either by Transmission line project or Substation project will also be considered for evaluation, need not have to have both the component in a single project? 	<ol style="list-style-type: none"> 1. Your understanding is correct. 2. Voltage level should be 132kV and above. 3. Experience is required at least in one Transmission Line project and at least in one Substation project.
228.	<p>Page 48-56; List of Professional Staffs List of Professional Staffs Please kindly confirm expert meeting the given requirement can be of any nationalities (including Nepalese citizen).</p>	<p>Confirmed, except the country debarred at https://www.state.gov/state-sponsors-of-terrorism/</p>
229.	<p>Page 55; Section III. Qualification and Evaluation Criteria; 3.14 Evaluation Criteria ; ITC 24.1; Sub Criteria 1.2;</p> <p>Here it is mentioned;</p> <p>The SCADA and LDC Integration & Communication Specialist shall</p>	<p>Please refer to section 3.6 Technical Evaluation Framework of RFP regarding scoring basis. (Page no. 58).</p> <p>15 years of experience is the bare minimum requirement to qualify for the particular post.</p>

	<p>have at least 15 years of experience in designing communications systems for similar projects (transmission lines of 220 kV or above voltage level) and geographic conditions. Experience shall cover the telecommunications development and installation for SCADA systems, including experience in radio systems, LAN, fiber optics, and telephony.</p> <p>It describes least experience required is 15 years in designing communications systems for similar projects but what is the maximum years does the experts require to acquire the full marks?</p>	<p>To get full marks the proposed person must Outstandingly exceed the requirements. The Technical Evaluation Panel member in consensus will determine if the proposed candidate is exceeding the requirement or not to obtain full marks.</p>
230.	<p>Page 58; Section III. Qualification and Evaluation Criteria Here it is mentioned;</p> <p>For example: The SCADA and LDC Integration & Communication Specialist shall be an electronics/communication/electrical engineer with minimum a bachelor's degree and total score allocated for this criterion is 0.6. If the proposed candidate meets the requirement, he/she will be attaining $4/5 \times 0.6 = 0.48$ points (80%). If the proposed candidate significantly exceeds the requirements, he/she will be attaining $4.7/5 \times 0.6 = 0.56$ points (94%) and so on.</p> <p>In Qualification and Evaluation Criteria of professional staff for the SCADA and LDC Integration & Communication Specialist it is mentioned that: The SCADA and LDC Integration & Communication Specialist shall be an electronics/ communication/ electrical engineer with minimum a bachelor's degree allocates 0.6 marks. So, how do we attain full marks as described in example of page 58. Also please confirm our understanding Bachelor's degree gets 0.48, Master's degree gets 0.56 and PhD holder gets 0.6 out of 0.6.</p>	<p>This will be decided by the Technical Evaluation Panel during evaluation of technical proposals. At this stage we are unable to disclose the information.</p> <p>To get full marks the proposed person must Outstandingly exceed the requirements. The Technical Evaluation Panel member in consensus will determine if the proposed candidate is exceeding the requirement or not to obtain full marks.</p>
231.	<p>Page 71; Financial Capacity of the Consultant Here it is mentioned:</p> <p>“Evidence of financing (US\$1,000,000) dedicated for the implementation of the consulting services</p>	

	<p>as attested by an authorized representative of the Consultant.”</p> <p>a) Please kindly confirm our understanding the said value (\$ 1,000,000) can be met jointly/cumulatively the consortium member?</p> <p>b) This value need not to be met by each JV member individually?</p> <p>c) Please confirm this is not applicable to the associate firm but nevertheless associate firm also need to submit the evidence of financing/ Credit limit Certification/Solvency Certificates?</p>	<p>a. Confirmed</p> <p>b. The requirement of USD 1,000,000 can be met by (i) one single member of the JV, (ii) or by several or (iii) by all members of the JV cumulatively.</p> <p>c. This is applicable for Joint Venture /partners but not for Sub-Consultant(s). All Joint Venture partners can submit the evidence of financing (as applicable). However, please note that, if the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit the financial capacity information requested.</p>
232.	<p>Page 74-75; Tech 4: Experiences of the Consultant Here it is mentioned:</p> <p>“This Shall include all the MCC –Funded assignments of a similar nature; Failure to include experiences in the projects where MCC funds were used may result in disqualifications of the proposal.”</p> <p>Page Restrictions 20 pages.</p> <p>a. Please kindly define “similar nature” meaning here.</p>	<p>a. Similar nature of the assignment is a similar consulting services. The similarity should be related with the supervision of works similar to design review and supervision of construction of Transmission Line and Substation with its related Environmental aspect as stated under Terms of Reference.</p>

	<p>b. Since there is page restriction here, do we need to include project experiences which are not meeting the given requirement?</p> <p>c. Since it is stated that sub-consultant experience should not be taken into account for evaluation, are experiences of associate firms (sub-consultants) working on MCC funded projects also needed to be included in Tech 4 (PDS)?</p> <p>d. In order to substantiate MCC Experiences, we understand consultant only need to provide MCC project details under Tech 5 separately?</p>	<p>b. Consultant shall abide with the restriction of page limit and submit their proposal. The Consultant shall decide at its own discretion what project experiences to submit.</p> <p>c. The Sub-Consultant shall only be provided in the Tech-4, if the Consultant wants their Sub-Consultant to be approved. In this case, the Consultant need to provide details what the Consultant wants to subcontract and provide relevant details required under RFP.</p> <p>Sub-Consultant experience under MCC and MCA need to be included under TECH-5</p> <p>d. MCC and MCA experience is required to be included under TECH-5.</p>
233.	<p>Page 80-85; Tech -9 (Staffing Schedule); Tech -10 (Work and Deliverable Schedule); Format for Tech -9 (Staffing Schedule) & Tech -10 (Work and Deliverable Schedule); Please kindly confirm our understanding that both Tech -9 & 10, consultant is required to provide separate table for Option A & B.</p>	Confirmed
234.	<p>Page 87; Tech 11 ; Note Here it is mentioned:</p> <p>“The three referees stated in the CV by the person should not be representative of the Consultant or Sub-Consultant submitting the proposal and proposing the person.”</p> <p>a) Please kindly confirm our understanding that, referees in the CVs also be immediate supervisor to the proposed expert from the consultant/sub-consultant submitting the proposal?</p>	<p>a) If the immediate supervisor is member of the staff of the consultant/sub-consultant who is submitting the proposal, they should not be the referee.</p>

	<p>b) Please kindly confirm our understanding that, referees in the CVs also be immediate supervisor to the proposed expert from the consultant/sub-consultant not submitting the proposal?</p>	<p>b) Yes, confirmed. The Reference could be issued by immediate supervisor, any other person that worked with the individual and can attest the working relationship.</p>
235.	<p>Page 93; Instructions for completing the compliance with sanctions certifications form</p> <p>Here is mentioned :</p> <p>“The consultant should list the date on which the search was conducted using eligibility verifications sources and whether the staff member, consultant, sub- contractors, vendor, suppliers or grantee was determined to be eligible- that is not show up any of the eligibility verifications sources.”</p> <p>Can you confirm that the "date checked" can vary for different entities such as lead firm and JV members or sub-consultant, and also within those entities, different dates can be used for different experts and listed separately for each?</p>	<p>Different dates of eligibility verification are acceptable.</p>
236.	<p>Page 102; Section IV B. Financial Proposal Forms</p> <p>Based on the financial table;</p> <p>“the payments is done based on outputs acquired in the field.</p> <p>Please kindly confirm the following:</p> <p>1. Being supervision how cost payment can be done in output based. As the progress depends on the contractor which is not in our control</p>	<p>The payment shall be based on the payments and delivery schedule presented under Special Conditions of Contract.</p> <p>There will be no amendment to the provisions of the Contract.</p>
237.	<p>Page 109; Section V. Terms of Reference</p> <p>Here it is mentioned :</p> <p>Under Optional Services, if MCA-Nepal will exercise the Option A, the Supervision Engineer is also required to provide technical services to MCA-Nepal to act as an Engineer under FIDIC Yellow Book Conditions of Contract under 3 lots of Design and Build of Substations (3 major substations) and 3 lots of Transmission Line project (approximate length of 300 Km spread over 10 districts of Nepal), which may form 3 to 6 Contracts.</p> <p>Please kindly confirm the following:</p>	<p>Please consider 3 contracts for TL and 3 contracts for S/S for the preparation of technical and financial proposal.</p>

	<p>1. How do we plan our manpower if we are unsure about the no's of contractors? As the supervision manpower depends on the no's of contractors.</p>	
238.	<p>Page 158-169; Non- Key personnel and Other Experts Here it is mentioned:</p> <p>“Non-Key Personnel CV’s will also be evaluated collectively as stated under Section III.” We understand there is no such evaluation criteria and marks is allocated for non-key experts is mentioned in Section III for non-key and other experts. Thus please confirm they only have to meet the minimum requirement.</p>	<p>Only the CV's of the Key Personnel are required to be submitted with the proposal. The mistake in the ToR with respect to the evaluation of Non-Key personnel shall be corrected through an addendum to the RFP, which is currently under the approval of the MCA-Nepal authorities.</p>
239.	<p>Page 158-169; Non- Key personnel and Other Experts Here it is mentioned:</p> <p>“The consultant is required to submit CV of the Non-Key personnel to MCA Nepal for approval well before deployment of the Non-Key Staffs.”</p> <p>a) Can you please confirm that non-key and other experts CVs do not need to be submitted at proposal phase?</p> <p>b) If Yes, please confirm our understanding that only the name of proposed expert, their input and position shall be indicated in both technical and financial proposal, shall suffice.</p>	<p>a. CVs of Non-Key and other experts are not required to be submitted and an addendum may be issued once approved by the authority.</p> <p>b. Only Key experts CVs need to be submitted. However, input for all the staffs needs to be provided.</p>
240.	<p>Page 193 ; GCC clause 11.2 & page 243 Annex D Here it is mentioned :</p> <p>“GCC 11.2: Working hours and holidays for Key professional are set forth in Annex D”</p> <p>Similarly under “GCC 11.3: The Consultant and personnel shall not be entitled to reimbursement for overtime not to take sick leave or vacation leaves except as specified in Annex D and except as specified in Annex D”</p> <p>We understand under Annex D details as indicated in GCC 11 clause are missing. Please check and kindly specify the working hours in a man day and how many man days shall be considered as 1 man-</p>	<p>All costs related to overtime, paid sick leave or vacation leave etc. must be included in the financial proposal. The Consultant’s Financial Proposal will be included under Annex D at the time of preparation of the Contract.</p>

	months for Key, Non- Key and other experts for the base and option period.	
241.	General Query ; Please confirm whether there is restriction in the number of firms that can make the consortium/ Joint Venture.	In the RFP issued to the Consultant, there is no limit on the number of JV partners.
242.	Page 16-17; ITC; Conflict of Interest; ITC 5.9; Please kindly confirm our understanding that the consultant (firm) currently involved/providing “Procurement of Consulting Services for Preparation and Implementation of Resettlement Action Plans (RAP) and Preparation, Supervision of Implementation of Livelihood Restoration Plans (LRP) for the Transmission Line Alignment of Electricity Transmission Project (ETP)/ Contract No.: MCA- N/ETP/QCBS/010 ” as JV partner/sub-consultant (in case of firm) is eligible to take part in providing “Consultancy Services for Construction Supervision for Transmission Lines and Substations Activities for Electricity Transmission Project Contract No.: MCA-N/ETP/QCBS/006 and will not have any Conflict of Interest to take part in the bidding process.	Consultants need to check clause ITC 5.8 and 5.9 and ensure that they are not in Conflict of Interest. Further, note that the conflict of interest identified need to be mitigated and the mitigation is required to be approved by MCC. All Consultants are required to comply with ITC 5.10. Also, Consultants may check MCA-Nepal website for any clarification/addendum to be issued for Transmission Line Bidding Document and additional information/documents available for Sub-Station procurement.