



## MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

### Procurement of Consulting Services for Embedded (Resident) Advisors for Electricity Regulatory Commission (ERC) under Electricity Transmission Project (Power Sector Technical Assistance Activity) in Nepal

**Addendum 1**  
**Date: 02 November 2023**

**Bid Ref: MCA-N/ETP/QCBS/008**

This Addendum No. 1 modifies respective portions of the Request for Proposals (RFP) issued on 22 September 2023. The changes, as indicated below, are effective on the date of issue of this Addendum.

Except as expressly amended by this Addendum, all other terms and conditions of the Request for Proposals Document issued on 22 September 2023 remain unchanged and shall remain in full force and effect in accordance with their terms.

SN	Pages/Paragraph	Amendments						
1.	Section VII-Special Conditions of Contract (SCC), GCC 17.3, (Page 188-190) of the Request for Proposal (RFP) Document	<p>Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract:</p> <p><b>Base Period:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Deliverable</th> <th style="text-align: center;">Delivery Date</th> <th style="text-align: center;">Payment (%) after acceptance of deliverable</th> </tr> </thead> <tbody> <tr> <td>Inception Report (1 total)</td> <td>Within 8 weeks after Contract Effective Date</td> <td style="text-align: center;">5.0</td> </tr> </tbody> </table>	Deliverable	Delivery Date	Payment (%) after acceptance of deliverable	Inception Report (1 total)	Within 8 weeks after Contract Effective Date	5.0
Deliverable	Delivery Date	Payment (%) after acceptance of deliverable						
Inception Report (1 total)	Within 8 weeks after Contract Effective Date	5.0						

		Monthly Progress Reports (14 total)	Within 1 week of the end of the previous month <sup>30</sup>	49 (3.5 for each report)
		Quarterly Progress Report (6 total)	Within 2 weeks of the end of the previous quarter	24 (4.0 for each report)
		Annual Report (1 total)	Within 2 weeks of the end of the first year of the assignment for Base Period	10.0
		Final Report (1 total)	2 weeks before the end of the period of performance of Base Period	12.0
<b>Option Period (to be exercised at MCA-Nepal discretion)</b>				
		<b>Deliverable</b>	<b>Delivery Date</b>	<b>Payment (%) after acceptance of deliverable</b>
		Inception Report (1 total)	Within 8 weeks after Contract start of Option Period.	5.0
		Monthly Progress Reports (14 total)	Within 1 week of the end of the previous month <sup>31</sup>	49 (3.5 each report)
		Quarterly Progress Report (6 total)	Within 2 weeks of the end of the previous quarter	24 (4.0 each report)
		Annual Report (1 total)	Within 2 weeks of the end of the first year of the assignment for Option Period	10.0
		Final Report (1 total)	2 weeks before the end of the period of performance of Option Period	12.0
Note:				
The payment will only be able to made if the consultant delivers				

<sup>30</sup> In months where Quarterly Progress Reports are due, Monthly Progress Reports will not be required.

<sup>31</sup> In months where Quarterly Progress Reports are due, Monthly Progress Reports will not be required.

monthly/quarterly/annual major deliverables as per the detailed work schedule mentioned in the Inception Report or revised and agreed in previous Monthly / Quarterly Report. Monthly and quarterly reports shall also include the progress in M&E part as described in responsibility of consultants in section of M&E.

**has been replaced by:**

Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract:

**Base Period:**

<b>Deliverable</b>	<b>Delivery Date</b>	<b>Payment (%) after acceptance of deliverable</b>
Inception Report (1 total)	Within 8 weeks after Contract Effective Date	5.0
Monthly Progress Reports (14 total)	Within 1 week of the end of the previous month <sup>30</sup>	49 (3.5 for each report)
Quarterly Progress Report (6 total)	Within 2 weeks of the end of the previous quarter	24 (4.0 for each report)
Annual Report (1 total)	Within 2 weeks of the end of the first year of the assignment for Base Period	10.0
Final Report (1 total)	2 weeks before the end of the period of performance of Base Period	12.0

**Option Period (to be exercised at MCA-Nepal discretion)**

<b>Deliverable</b>	<b>Delivery Date</b>	<b>Payment (%) after acceptance of deliverable</b>
Inception Report (1 total)	Within 8 weeks after Contract start of Option Period.	5.0

		Monthly Progress Reports (14 total)	Within 1 week of the end of the previous month <sup>31</sup>	49 (3.5 each report)
		Quarterly Progress Report (6 total)	Within 2 weeks of the end of the previous quarter	24 (4.0 each report)
		Annual Report (1 total)	Within 2 weeks of the end of the first year of the assignment for Option Period	10.0
		Final Report (1 total)	2 weeks before the end of the period of performance of Option Period	12.0

Note:

1. Payment will be made based on the Consultant's delivery and the satisfactory acceptance of the monthly/quarterly/annual major deliverables as per the detailed work schedule mentioned in the Inception Report or as revised and agreed by MCA-Nepal in previous Monthly / Quarterly Reports and subject to positive recommendation by ERC. Monthly and quarterly reports shall also include the progress in M&E part as described in the section "Responsibilities of the Consultant" related to Monitoring and Evaluation (M&E) in Annex A Description of Services.
2. Except for the holidays, sick leave and vacations, as provided in GCC11 and mentioned in the "Annex D: Key Professional Personnel and Sub-Consultants", any other unjustified absence of the Embedded Advisor(s) will be subject to payments deduction. To calculate the amount to be deducted from the payments, the monthly rates mentioned in "Annex E and Annex F "Breakdown of Contract Price in US Dollar and Local Currency" shall be applied. The daily amount to be deducted will be calculated based on 26 working days per month. The deduction of the Payment will be made for that month's payment through corresponding payment of Inception, Month, Quarterly, Annual or Final Report.

2.	Section VIII. Contract Forms and Annexes Annex E: Breakdown of Contract Price in US Dollars and Annex F: Breakdown of Contract Price in Local Currency Page 201 and 202	<p>The note included in the Annex E and Annex F:</p> <p>Note: List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the price - US Dollars portion (from Form FIN-4).</p> <p>This Annex will exclusively be used for determining remuneration for additional services.</p> <p>Has been replaced by:</p> <p>Note: List here the monthly rates for Personnel (Key Professional Personnel and</p>
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		<p>other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the price - US Dollars portion (from Form FIN-4).</p> <p>Those Annexes will be used also for determining remuneration for additional /deduction of payments as defined in Note 2 GCC 17.3.</p>
3.	<p>Section III Qualification and Evaluation Criteria, 3.4 Evaluation Criteria, Sub- criterion 3.3 (Page 49)</p>	<p>The title of Key Personnel was missing by typographical error and included “/” which has been replaced by:</p> <p>3.3 Embedded Legal Regulatory Advisor</p>
4.	<p>Section II. Proposal Data Sheet ITC 12.11 (page 41)</p>	<p>Per diem and in-country travel shall be included in the total price in form FIN-2.</p> <p>Has been replaced by:</p> <ol style="list-style-type: none"> <li>1. For field visits, travel expenses including per diem, transportation and lodging/accommodation will be reimbursed by MCA-Nepal as per actual basis on submission of valid invoice of travel upon the submission of the original documents/invoices supporting the expenses such as boarding passes, tickets, hotel invoices etc. Per-diem is NPR 3,500 to be paid to the Consultant when travelling outside Kathmandu within Nepal. This rate is set as per MCA-Nepal rules and regulations which may change over a period of time and the same will apply to the Consultant.</li> <li>2. Per-diem and hotel accommodation will be requested by the consultant through his/her monthly invoice. Supporting documents including hotel invoices (VAT invoices shall be in the name of MCA-Nepal and such VAT invoices should contain the PAN no of MCA-Nepal which is 201253803) should be submitted along with the request.</li> <li>3. The consultant need not include this cost in its total price in form FIN-2.</li> </ol>