

Addendum 1

Date: 15/2/2015

Response to Queries from short- listed consultants:

1. As per clause 7.6 of Data Sheet, last date of submission is mentioned as 22nd Feb. 2015 whereas as per clause 4.5 of the date sheet, it is mentioned that "Proposal must be submitted no later than 18th February 2015". Please clarify the actual date.

Ans.: The date is 22nd February 2015.

2. For Deputy Resident Project Manager, the requirement states; "He/ She should have work experience as Team Leader in Similar Project". We understand this is an overlook as generally for the position of Deputy TL, experience as Deputy TL is considered. Please confirm.

Ans.: There is no overlooking. Please replace 'Similar Project' with 'Civil Engineering Project'.

3. Please confirm education requirement "Engineering Geologist" refereed to in b. Tunnel Engineer/Geologist in Page 55 and b. Resident/Tunnel Engineers in Page 57 of Clause 5.9 Section 6 is Bachelor's degree in Geology.

Ans.: Please read 'Engineering Geologist or Geologist' for ' Engineering Geologist'.

4. Are bidders allowed to propose experts who have worked with CMC (contractors) in the past or who are working with CMC? will there be a conflict of interest?

Ans. No, it will be considered as conflict of interest.

5. Please clarify which are the positions mentioned as "Resident Engineer/Tunnel Engineer/Engineering Geologist (2 engineers/engineering geologist x 6" in clause 5.3 Page 18 of Data Sheet. Are these 2 positions Tunnel Engineer I and Tunnel Engineer II as mentioned in table in page 53?

Ans.: These both are same and the figure 6 is marks allotted to each.

6. Do we have to include CV's of Expatriate Professional and Domestic Professional who are not given marks and who shall not be evaluated? As per Clause 5.3 page 18 of Data Sheet, only 8 positions and 15 positions are given marks and will be evaluated.

Ans.: Yes the CVs have to be submitted and minimum qualification must meet.

7. In section 6 (scope of work) page no. 51, after 5.5.3 we have 5.5.7, 5.6 and 5.7. Is it just a printing mistake or something is missing.
[Ans.: Please read 5.5.7 as 5.5.4.](#)
8. Clause 3.4 of Data Sheet mentions Training is not specific component of this assignment. Whereas clause 5.5.3 of TOR mentions Training as one of the scope and list down even the subjects of training. Please clarify.
[Ans.: Please delete 'not' from the mentioned line.](#)
9. Clause 5.10 TOR for individual Professional under Domestic Consultants mentions the position Senior Engineering Geologist whereas this position does not exist in table of page 53. Is this the same position as RE/ Tunnel Engineer/ Geologist.
[Ans.: Yes, both are same.](#)
10. As per Clause 7.6 Data Sheet the expected commencement date shall be 1 April 2015. The Services of the previous DSC (POYRY) will end by 30 March 2015. Is there any handover/ takeover form the previous DSC, and if so, when and how?
[Ans.: Yes there will be an overlap of minimum 2 weeks.](#)
11. Is there any equipment, office equipment (printer, Computer, etc.) soft copies and hard copies of documents and drawings, cars, accommodation, office furniture to be handed/taken over form previous DSC to new DSC?
[Ans.: Yes, all the mentioned will be handed over to the new one.](#)
12. As per TOR, Clause 5.1.1 the updated progress status of Head works and Tunnel as of 15 January 2015 is provided in Annex I. We could not find such status in Annex I.
[Ans.: Please refer to our website for latest progress of tunnel.](#)
13. As per TOR Clause 5.2.2 the DSC services contract will interface with the MWSDB PMC. Who is this PMC, and where is the interface with PMC described?
[Ans.: Please replace the word 'contract' with '- if any' at the end of fourth bullet.](#)
14. As per TOR Clause 5.5.1 the Consultant shall take over the responsibilities within 15 days of signing the Contract. Who shall be responsible during theses 15 days, as per ItC Cl 7.6 the signing of Contract and commencement of work shall both be on 1 April 2015?

Ans.: The existing consultant/ Engineer shall be responsible.

15. As per ItC Clause 1.2 the S4 System shall be installed. Will this system be provided by a separate contractor (i.e. nominated subcontractor), and where are the limits of responsibility of DSC for the functioning of this system? Who will provide the workshop drawings for the S4 System, and how will the interface between the supplier of the S4 System and the Tunnel Contractor be monitored, and by whom?

Ans.: The nominated sub- contractor shall provide the S3 system, provide workshop drawing, and shall take the responsibility of functioning as well. The work has to be monitored by the Engineer.

16. As per SCC Clause 6.4 (a) the advance payment will be set off by the Client in equal installments for the first 48 months of the services. This will not match with the anticipated contract period of 18 plus 12 months = 30 months.

Ans.: Please replace '48' by '18'.

17. The anticipated input for the Expatriate Contract Manager shown in the Bill of Quantities is 6 months within 18 months construction period, i.e. 4 months/year. As the duration and input sequences required for the services of the Contract Manager are directly connected and dependent with the performance, quality and number of claims of the Contractor, which is not known today, up to which limit may the input be modified (increased/ decreased)?

Ans.: It is correct. However, the unallocated manpower may be used if needed.

18. Design Review or Design Work for Civil Works

The RFP mostly quotes the term "design review", which usually means that a third party consultant has already prepared the detailed design ready for construction/ implementation and the consultant only needs to comment on ready- made design potentially recommends amendments, but needs no design by himself. This would be a logical approach, since the tunnel is already under construction and need not be designed (change of support classes or slight amendments of tunnel support according to the geology are not classified as "design")

However, both the Consultancy Services itself (Design and Construction Supervision of Melamchi Headwork's and Diversion Tunnel) and many more chapters read also "Design".

Please clarify, whether the consultancy covers only Design Review (and in that case please specify, who is the Designer and by which client - Employer or Contractor- is the Design Consultant contracted). Or does the service in question

also cover real Design Work (and in that case, in what detail is the current design basis and what exactly shall be designed (tunnel, headwork's, portals, roads, desander, flushing gate.....).

A rather detailed answer on this issue would be highly appreciated, since it will mainly influence the staffing and the calculation.

Ans.: The original detailed design was done by NORPLAN. It was reviewed by the current Engineer and most of the construction drawings have been issued to the contractor. The new Engineer will have the responsibility for reviewing the design and recommend detailed changes as per design if deemed so. Some detailing works may also be required after review.

19. Design Review/ Design requiring Backstopping Support from the International Consultant's Home Office.

In case that the design review or the design requires a very detailed design check or even major amendments, the expatriate design manager (as a civil engineer) cannot check the design in regard to all other potential fields of engineering (hydraulics, hydro steel etc). These services can only be provided by the International consultant's home office (or by short - term expert's input, but this is inefficient). How does the Client intend to remunerate these design review and design requirements and under which conditions? Please specify.

Ans.: The unallocated manpower can be utilized in this case.

20. Design work of Hydro steel works

In accordance with the above question of the civil works designer, the same question occurs with the designer for steelworks, gates, stop logs etc. including electrical works. (1) Has the Employer already awarded the hydro steel works, (2) has the detailed design been submitted by the manufacturer, and (3) is the design already under manufacturing? Please specify in detail the current status of hydro steel works tendering, design and supply.

Ans.: The design for hydro- steel and electrical works is complete. Hydro- steel works are a part of the contract with CMC. The detailed design by the approved sub-contractor has not been submitted.

21. Factory Acceptance Tests of Hydro steel Works

Are any factory acceptance tests of the hydro steel works requested from the bidding consortium (or are these tests carried out by the employer)? In case yes, how many tests, and in which city/ country shall these tests be carried out.

Ans.: The contractor is yet to submit the details.

22. Any Other Consultant

Are there any third party consultants contracted by the Employer, which have to be coordinated during design review or even design works and during site supervision? Please specify in detail their position, their tasks and their contractual relation (contracted by employer, government, contractor, banks).

Ans.: A safeguards consultant is in place to resolve social and some minor environmental issues. We are in a process of employing a PMC.

23. Price Escalation of Out - Of - Pocket Expenses

Clause 4.3.5 Additional Clause 3.11: Price Adjustment in Clause 3 of ITC, last line states that "NO price adjustment is envisaged in Out of Pocket Expenses". The OPE also comprises of non-reimbursable items for which application of price adjustment may be required since it is not practical to assume the prices for a period of over 18 months. The consultant requests a provision of price escalation on non-reimbursable items of OPE.

Ans.: There is no provision for price adjustment.

24. Design Works, Input of Key Staff during Takeover

In Bill of Quantities, Section B, Design Works during Construction, Input of Key Staff during takeover is indicated as Lump Sum. How shall we understand this item? Please clarify, what exactly is meant with Takeover.

Ans.: Takeover is a process of getting familiar with the project from the existing Engineer in minimum 2 weeks time get hold of the situation. All the key staff should be present during this process.

25. Input of Office Manager

In Bill of Quantities, Section: Support Staff, the input of Office Manager is indicated as 18 MM but positions indicated are 2. What is the Total Input, 18 or 36 MM ? Please clarify.

Ans.: The total input is 18 months. Please delete '2 persons' mentioned inside the parenthesis.

26. Input of Inspector of Works

In Bill of Quantities, Section: Support Staff, the Input of Inspector of works is indicated as 8 persons with 18 MM each, however only 6 persons are listed. Please Clarify.

Ans.: Please replace '8' by '6'.

27. Input of Surveyors

In Bill of Quantities, Section: Support Staff, the Input of Surveyors in indicated as 8 persons with 18 MM each, however 10 persons are listed. Please clarify.

Ans.: Please delete '8 persons' mentioned in the parenthesis.

28. Units in Miscellaneous Expenses

The units for the following items in the Miscellaneous Expenses (Bill of Quantities) are missing. The items are provided as Provisional Sums in the Summary of the Bill of Quantities. So, there is no need to quote prices for these items. Please clarify.

Technology transfer and skill development			
Program development and delivery		2	
Rental of space and equipment		2	
Literature production and distribution		2	
Audio Visual Material Production		2	
Reporting		2	
Sub- Total			

Ans.: Numbers in Quantity column are numbers of activities and the amount allocated NPR 520,000 is non- competitive.

29. Provisional Sums Including Design During Construction

The Bill of Quantities Summary Sheet has made "Provisional Sums Including Design During Construction". Again the same item is provided as priced item in BOQ "Expatriate B Design works during Construction" and in BOQ "Domestic B Design works during Construction". Is it duplication, or is the Provisional Sum to be seen additional to the remuneration of the Design Manager? Please clarify.

Ans.: No, it is not a duplication.

30. Ceiling Amount with or w/o VAT

Please clarify whether the ceiling amount in foreign currency of US \$ 3.83 million and the ceiling in local currency of NRs 186 million provided in the Data Sheet are exclusive of the VAT 13%.

Ans.: This amount is without VAT, contingencies and Provisional sum.

31. Extension of Time

In view of the very short time provided for preparation and submission of the Proposal for such an important project, we would like to request for extension of the submission date by 7 days. This will be in advantage of the project.

Ans.: Separate information will be provided in relation to this query.

32. Under section 6 - "Standard form of Contract" the required qualification for the position "Design Manager/ Structural Engineer" under Expatriate professionals is missing under SL No. 5.9 "Consultant Staffing Qualifications". (PLS refer page no. 55 - 56 of the RFP). Please Clarify.

Ans.: Qualification of 5.9 C will apply.

33. There is nothing mentioned about Provisional Sum and Contingencies but the same is mentioned in the format of Summary of Cost Estimate under Bill of Quantity. Shall we go with the Bill of Quantity?

Ans.: Please copy the sum mentioned in the summary sheet to the respective item- **Technology transfer and skill development.**

34. In the "Summary of Cost Estimate" under Bill of Quantity the amount mentioned for "Contingency is 18,595,081 NPR and USD - 382,741 and for "Provisional Sums- 18,595,081 NPR and USD - 382,741." Shall we consider the amount under "Contingency" is the sum of both the currencies and the same question is applicable for "Provisional Sums" also - Please confirm.

Ans.: Please refer to the BoQ- Summary of Cost Estimates for this query.

Request for Proposals

RFP # MWSDB/RFP/DSC/071-72/001

Country: Nepal

Title of Consulting Services: *Design and Construction Supervision of Head works and Melamchi Diversion Tunnel*

Project Name: *Melamchi Water Supply Project*

Office Name: *Melamchi Water Supply Development Board*

Office Address: *Devkota Marg, Mid Baneshwor*

Kathmandu, Nepal

Financing Agency: Government of Nepal

1. *Extension of Dead Line for submission of Proposal:*

The submission dead line of 22 February 2015 has now been extended until 1 March 2015.

2. *Estimated Cost:*

SCC clause 6.1b is amended as following:

-The word 'ceiling' has been replaced by estimated amount.

-Estimated cost of the services excludes the VAT, Contingencies and Provisional sum.

- The amount corresponding to Miscellaneous 4 and 5 is included in the estimated amount.

3. *Please delete 'including design during construction' in Summary of Cost estimation sheet under the heading of 'Provisional Sum'.*

4. *Please include provisional sum of NRs. 520,000 corresponding to the row of Technology Transfer and skill development of Miscellaneous expenses in BoQ and USD 112,500 corresponding to overseas study/ observation tour for 15 project officials (client).*

Clarification to Queries

- 1) Is the Design Manager to be based on site?
Ans.: Occasionally yes.
- 2) Is there any restriction of the Nationality of the experts to be proposed for the Project?
Ans.: No.
- 3) How many months each position is required on site? For example 'Contract Manager 10 months': how much of his time will he be on site?
Ans.: Depends upon the requirement at site.
- 4) As per the RFP, it has been mentioned that the Client/ Contractors will provide fully furnished and equipped field offices at all four construction camps:
Does this include laptops, computers, printers, etc. for the consulting staffs? Will those equipments be provided to the Consultant by the Client?
Ans.: All the equipments mentioned shall be handed over to the new DSC by the existing one.
- 5) Is it mandatory to keep the bidding amount for the items 4. Technology transfer and 5. Overseas study within the limited amount stipulated in the Summary of Cost Estimate of the RFP?
Ans.: Please copy the same amount.
- 6) In the Activity schedule provided, there are two separate headings namely, A. Field Investigation and Study items and B. Completion and Submission of Reports, does that mean we have to focus our schedule on those two items only?
Ans.: Yes, the work schedule should focus as mentioned but, it should include all the work areas and the ongoing works.
- 7) It is understood that there will be counterpart staff at the as well from MWSDB, will they be working under the management of the Consultant? Apart from remuneration, what about their other facilities?
Ans.: The DSC will not have any direct counterpart staff of the client within its jurisdiction and hence, no question of remuneration.
- 8) As mentioned in the pre bid meeting, there shall be provision of overlapping period between the two consultants? Has that been fixed?
Ans.: Yes, the period will be at least 2 weeks for handover and takeover.

Addendum- IV

Please note the following clarifications:

1. BoQ- Reimbursable per Activity for Foreign Consultants- Foreign Component- International Flights:
Please read 'Return Flight' instead of 'pc' in the unit column.
2. BoQ (same page)- Subsistence and Housing Allowances- Local Component- Site Camps (provided by the client):
Please do not fill the rate for this item as it is to be provided by the employer.
3. BoQ (same page)- O&M of camps (Provided by the contractor)
Please do not fill the rate for this item as it is to be provided by the contractor as per contractual obligation.
4. **Please fill the BoQ forms and the financial forms (4a, 4b, 4c, 4d, 4e and 4f) as well.**

Addendum - V

Q. We did not find following items in the BOQ:

1. Office Stationery and Consumables (printer toners, cartridges)
2. Office supplies (refreshment, soap, cleaning materials, soaps, detergents etc)
3. Office operation and maintenance (maintenance of chairs, doors, telephone, cleaning of kitchen/ bathrooms etc)

Are these items provided by the client on monthly basis? Or, we have to put a separate line item under Miscellaneous Expenses in our financial proposal?

Ans.: These all will have to be managed by the consultant and the cost for these items shall be managed from the overhead of the consultant. No extra payment shall be made for these items. National and International telephone charges and postal charges will be paid by the employer as per the rate quoted by the consultant as a fixed cost.