Putalibazar Municipality
Office of Municipal Executive
Syangja, Gandaki Province, Nepal

Ref. No: - 2078/079- **Date:-25th Janaury 2022**

1885

Subject: Clarifications and Amendment on RFP

I. M/S B. N. Consultancy Pvt. Ltd., Sanepa, Lalitpur in Joint Venture with Plush Engineers and Architects (P) Ltd., Sanepa, Lalitpur
II. M/S Building Design Authority (P) Ltd., Kamaladi, Kathmandu in Joint Venture withGeocom International Pvt. Ltd., Dhobighat, Lalitpur
III. M/S Cosmopolitan Consultant & Technical Education Center P. Ltd. (C2TECH), Kaushaltar, Bhaktapur in Joint Venture with Garima International Design Associates Nepal P. Ltd. (GIDAN), Kaushaltar, Bhaktapur
IV. M/S Environment and Research Management Consultant, Puja PratisthanMarga, New Baneshwor, Kathmandu
V. M/S Full Bright consultancy Pvt Ltd, Baburam Acharya Sadak, Sinamangal, Kathmandu in Joint Venture with COEMANCO-Nepal (P) Ltd., Shankhamul, Kathmandu and Fuji International Design Associates, Shankhamul, Kathmandu
VI. M/S GOEC Nepal P. Ltd., Buddhanagar, Kathmandu in Joint Venture with DIGICON Engineering Consult (P) Ltd., Sanepa, Lalitpur, BEAM Consultant Pvt. Ltd., Sanepa, Lalitpur, IMPULSE Consultants Pvt. Ltd., Dallu, Kathmandu and Smart Engineering and Design Solution (P). Ltd., Gothatar, Kathmandu
VII. M/S ITECO Nepal (P) Ltd., Shri PanchakanyaMarga, Min Bhawan, New Baneshwor, Kathmandu in Joint Venture withNayaRastriya Engineering Consultancy Pvt. Ltd., Khumaltar, Lalitpur, Unique Engineering Consultancy Pvt. Ltd., Jwagal, Lalitpur and Bench Mark Consultants and Lab Pvt. Ltd, Lalitpur
VIII. M/S TAEC Consult P. Ltd., Bidyapati Marg (Street), Shankhamul, Kathmandu in Joint Venture with Tech Studio of Engineering, Dillibazar, Kathmandu

This is to notify that we have issued herewith the Clarifications No.1 and Amendment No.1 on the Request for Proposal (RFP) document issued on 27 December 2021 in response to the queries from the shortlisted consultants prior and during the pre-proposal conference held on 14 January 2022 for "Design and Supervision Consultant, RFP No.: NP-DUDBC-216334-CS-QCBS'.

With Regards

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(Name of CAO)

Chief Administrative Officer

Chief Administrative Officer

PUTALIBAZAR MUNICIPALITY

Putalibazar Municipality Office of Municipal Executive Syangja 2073

AMENDMENT ON REQUEST FOR PRPOSAL (RFP)

Contract No. NP-DUDBC-216334-CS-QCBS

AMENDMENT No. - 1

In accordance with the Instructions to Consultants (ITC) Clause 13 of the Request for Proposal (RFP) Document for **Design and Supervision Consultant, Putalibazar Municipality,** RFP No: NP-DUDBC-216334-CS-QCBS, the following amendments have been made in the RFP Document.

S.N.	Reference Section/ Clause No.	Existing	Amendments
1	**Section 2. Instructions to Consultants, E. Data Sheet** Clause 16.1 Page 35, 36	*[A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.* *(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;* *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;* *(3) cost of office accommodation, including overheads and back-stop support;* *(4) communications costs;* *(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;* *(6) cost of reports production (including printing) and delivering to the Client;* *(7) other allowances where applicable and provisional or fixed sums (if any)]* *(8) Other associated cost as per TOR*	***To the sample list, add the following:*** *(9)* cost of hiring of motorbike to travel within the municipalities and for field visits *(10)* Provisional Sum Towards i) Unallocated experts for any unforeseen or additional volume of work or additionally identified urban sectors etc., which is not covered by current scope of works: NPR. 3,60,000.00 ii) Surveys, Investigation and Data Collection: NPR 10,00,000.00 iii) Stakeholder's Consultation: NPR 75,000.00 iv) Insurance (Staff, Third Party and Professional Liabilities): NPR 5,00,000.00 *Note: Air tickets will be reimbursed as per actual, whereas rest shall be as per the quoted rate/amount by the consultants*
2	**Section 2. Instructions to Consultants, E. Data**	Information on the Consultant's tax obligations in the Client's country can be found from:	Replace the bold texts (last paragraph) by: **The Client will only bear the indirect tax i.e.**

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S.N.	Reference Section/ Clause No.	Existing	Amendments
	Sheet Clause 16.3 Page 36	Inland Revenue Department, Nepal http: //www.ird.gov. np The Consultant is required to make assessment of the taxes including direct and indirect taxes applicable with regard to the execution of service. The Client will make tax deduction at source from payment of each invoice as per prevailing law of Nepal and it is the Consultant's obligation to settle the tax. **The Client will only bear the indirect tax i.e. value added tax (VAT). 50 % of VAT amount of each payment shall be paid to the consultant whereas rest 50% directly deposited in Government's VAT account.**	**value added tax (VAT) in accordance with the GON regulation prevailing at the time.**
3	**Section 4. Financial Proposal - Standard Forms** FORM FIN-4 Page 67	TABLE **FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**	Insert breakdown of Reimbursable expenses as: 1. Provisional Sum i) Unallocated experts for any unforeseen or additional volume of work or additionally identified urban sectors etc., which is not covered by current scope of works: NPR. 3,60,000.00 ii) Surveys, Investigation and Data Collection: NPR 10,00,000.00 iii) Stakeholder's Consultation: NPR 75,000.00 iv) Insurance (Staff, Third Party and Professional Liabilities): NPR 5,00,000.00 *(Note: Air tickets will be reimbursed as per actual, whereas rest shall be as per the quoted rate/amount by the consultants)*
4	**Section 8. Conditions of Contract and ContractForms, III SpecialConditions of Contract, Clause 23**	**"Limitation of the Consultant's Liability towards the Client:** **(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the**	Replace (a) (ii) by: **(ii) for any direct loss or damage that exceeds one times the total value of the Contract;**

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S.N.	Reference Section/ Clause No.	Existing	Amendments
	Clause-23.1	Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law	

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PUTALIBAZAR MUNICIPALITY

CLARIFICATION ON REQUEST FOR PROPOSAL (RFP)
Contract No. NP-DUDBC-216334-CS-QCBS
CLARIFICATION No.-1

Name of Consulting Services:-**Design and Supervision Consultant**

As per the provision of Instruction to Consultants and Data Sheet 13.1, queries submitted by the different consulting firms are listed below. The clarifications for all queries are also presented in tabular format hereunder:

S.N	RFP Section, Clause No/Description., Reference	Queries	Clarifications
1	**Section 2. Instructions to Consultants, E. Data Sheet,** Clause 21.1 : Criteria, sub-criteria, and point system for the evaluation of the Full TechnicalProposals : (iii) Key Experts' qualifications and competence for the Assignment :		ThoughCVs of the Non-key Experts will not beevaluated for scoring, theyneed to meet the qualification requirementsspecified in the TOR. CVs of the Non-Key Experts shouldbeincluded in proposals,
2	**Section 3. TechnicalProposal Standard Forms,** 'Checklist of requiredforms'	In the checklist for the requiredforms, page limit for TECH-2, TECH-3, TECH-4, TECH-5 & TECH-6 have not been provided. To keep the Technicalproposalat par for all the participants, pleaseprovide the page limit for theseTechnicalForms.	The guidance for fillingformsisprovidedthere. It is open and up to the consultants.
3	**Section 3. TechnicalProposal – Standard Forms,** All pages of the original Technical and Financial Proposalshallbeinitialed by the sameauthorizedrepresentative of the Consultant whosigns the Proposal.		Digital/Electronic/Scanned signatures are not allowed.However, scanned copy of the original document (with original Signature) willbe acceptable.
4	**Section 4. Financial Proposal - Standard**	Financial Proposal - Breakdown of Reimbursable	PleasereferAmendment No. 1, S.N. 1

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S.N	RFP Section, Clause No/Description., Reference	Queries	Clarifications
	Forms	Expenses	& 3.
5	**Section 7. Terms of Reference, Clause 3.1,**		Pleaserefer to the draft guideline/checklist regarding the DPR preparationavailableat NUGIP website.NUGIP - Nepal Urban Governance and Infrastructure Project » डाउनलोड File (dudbc.gov.np) Also, please visit the nugip website for the details/documents regarding the project

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