Government of Nepal
Ministry of Physical Infrastructure & Transport
Department of Roads
Development Cooperation Implementation Division (DCID)
Strategic Road Connectivity & Trade Improvement Project (SRCTIP)

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Ref. No: DCID.7/2079-80/870

Date: 23rd March, 2023

- M/S CRISIL Limited, Mumbai, India
- M/S Darashaw & Company P. Ltd.-Legacy Law Offices LLP-Fullbright Consultancy Pvt. Ltd. JV, Mumbai, India
- M/S Deloitte Touche Tohmatsu India LLP, Haryana, India
- M/S Feedback Infra Pvt. Ltd., Haryana, India
- M/S KPMG India Services LLP, Gurugram, India
- M/S PricewaterhouseCoopers Private Limited, Kolkata, India
- M/S Resurgent India Ltd.-Real Strength Infrastructure JV, Kolkata, India

Subject: Amendment-01 and Clarification-01 to the RFP document and the queries. Ref. Consultancy Services of Transaction Advisory Services under SRCTIP; Contract No. SRCTIP-DOR-CS-QCBS-28

Dear Sir/Madam,

Thank You for your queries regarding the RFP for *Consultancy Services of Transaction Advisory Services under SRCTIP; Contract No. SRCTIP-DOR-CS-QCBS-28* raised during the preproposal conference that was held on 10th March 2023 at the Development Cooperation Implementation Division (DCID) of the DOR and received subsequently through your various letters.

We have made some amendments to the RFP document issued to you and some clarifications are made on your queries. Please find attached herewith the amendment-01 and clarification-01. We hereby request you to submit your proposals accordingly.

Thanking You,

.....
Dr. Bijaya Jaishi
Project Director
SRCTIP

Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Development Cooperation Implementation Division
STRATEGIC ROAD CONNECTIVITY AND TRADE IMPROVEMENT PROJECT (SRCTIP)
AMENDMENT ON REQUEST FOR PRPOSAL (RFP)
Contract No. SRCTIP-DoR-CS-QCBS-28

AMENDMENT NO. 1

S.N		Amendment On	Amended As
1.	ITC Data Sheet 16.3	Provision on ITC Data Sheet 16.3 "Information on the Consultant's tax obligations in the Client's country can be found from Inland Revenue Department of Government of Nepal; website: 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."	Provision on ITC Data Sheet 16.3 "Information on the Consultant's tax obligations in the Client's country can be found from Inland Revenue Department of Government of Nepal; website: 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) as per the prevailing law (currently 70 % of VAT amount of each payment is paid to the consultant whereas rest 30% is directly deposited in Government's VAT account)."
2.	SCC 23.1	(a) ii. for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;	(a) ii. for any direct loss or damage that exceeds 1.5 times the total value of the Contract;

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AMENDMENT NO. 1

3.	ITC Datasheet 14.1.3 for time-based contracts only	**The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of _26.5 person-months.** Staff Category — Estimated time-input Key Expert — 26.5 person-months **For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:** **The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.**	This provision has been removed.
4.	21.1 (for FTP)	Other Key Expert 1) General qualifications (general education, training, and experience): *20 %* 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) *: 80%* Total weight: 100%	**This part has been removed from 21.1 (for FTP)**
5.	FORM TECH-6 (FOR FTP AND STP) TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS	Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.	Months are counted from the start of the assignment/mobilization. One (1) month equals twenty six (26) working (billable) days. One working (billable) day shall be not less than seven (7) working (billable) hours.
	ITC, clause 17.7 and 17.9	The Proposals must be submitted no later than: Date: 30 March 2023 Time: 1200 Hours Local Time The Proposal submission address is: Department of Roads, Development Cooperation Implementation Division, Jwagal, Lalitpur, Nepal Phone: +977-1-5541686 Email: dorfcb@dor.gov.np	The Proposals must be submitted no later than: Date: 6 April 2023 Time: 1200 Hours Local Time TheProposal submission address is: Department of Roads, Development Cooperation Implementation Division, Jwagal, Lalitpur, Nepal Phone: +977-1-5541686 Email: dorfcb@dor.gov.np

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CLARIFICATION NO. 1

Selection of Consulting Service of Transaction Advisory Services under SRCTIP

Contract Identification No. **SRCTIP-DoR-CS-QCBS-28**

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 each query are also presented in tabular format hereunder:

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
1.		General Query		Request client to kindly indicate the budget for the above-mentioned engagement.	You are kindly requested to refer ITC 14.1.2 of RFP document.
2.		ITC reference 16.3 Payment Currency		Request client to kindly confirm if the payment will be made in Nepal Rupees. Also, what percentage of payment will be deducted as tax at source as per the law prevalent in Nepal.	Please refer ITC Data Sheet 16.3 and 16.4. Payments will be made in currencies as proposed by the consultants and included in the contract. Also please refer Amendment No.1.
3.		ITC reference 17.7 Bid Submission deadline		Given that the proposal needs to be submitted in physical copy and the extensive time it will take to prepare a robust proposal, request the client to kindly extend the submission timeline by at least **2 weeks**	Please refer Amendment No.1.
4.		ITC reference 21.1 Key Expert Position		The RFP asks for 2 positions as Key Experts for Legal Expert – Senior Legal Expert and Legal Expert within the 26.5 person months. Request client to have only one **Senior Legal Expert** and drop the requirement of the additional Legal Expert position. Also request if flexibility can be given to allocate the 4 person-months currently provided for Legal Expert position, among Team Leader and other Expert positions.	The provision of TOR remains the same. The time-inputs given in the TOR are indicative. Minimum key-expert's inputs required for the assignment is provided in the ITC Data sheet 14.1.2. Please note legal expert need to have knowledge of Nepalese laws but since Nepal has limited experience in PPPs therefore

CLARIFICATION NO. 1

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
					finding a domestic legal expert with drafting experience of PPP contracts may be difficult. To overcome this challenge provision of 2 legal experts is kept - one with international experience of drafting concession agreements and second with knowledge of domestic laws as well as experience own drafting project documentation/contracts.
5.		Section 7 Clause 3: Scope of Work, Phase 3, Activity 3.2 Capacity Building Workshops		We request if you could provide specific guidance on capacity building workshops (no. of workshops, no. of participants and type - virtual / physical. Our understanding is that the logistics and costs (such as venue, stay, travel of officials etc.) for capacity building sessions would be borne by client, if these are to be conducted as physical in-person sessions. **Please confirm**	It is clarified that the number of workshops are mentioned in TOR Activity 3.2. It is further clarified that the number of participants in each workshop is estimated to be around 30 and the sessions will be physical. In addition, it is clarified that the costs of workshops are to be borne by the consultants.
6.		Section 7 Clause 4: Scope of Work, Page 88 Expertise Requirement Economic Specialist		Request client to kindly relax condition "experience in 5 Highway Sector PPP projects." to **"experience in 5 Infrastructure PPP projects."**	The provision in TOR remains same.

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No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
7.		Section 2. Instructions to Consultants E. Data Sheet ITC Reference A. general page 31	2.3 A pre-proposal conference will be held: Yes	We request the Authority to **conduct the Pre- bid Conference through online conferencing platform** and email us web-link to enable shortlisted bidders to participate and attend for the prebid meeting	NA
8.		SCC 23.1 page 124	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: 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 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.	Request you to limit the Consultant's liability up to total value of contract.	Please refer Amendment No. 1.
9.		GCC & SCC Clause 49.2.1 page 118 & 127	**GCC 49.2.1:** **Advance payment:** Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off	We understand that as mentioned in GCC 49.2.1 advance payment will be made against advance payment guarantee however as per SCC clause 49.2 - Terms of Payment there is no advance payment to be made to the consultants. Hence Request you to clarify whether advance payment guarantee needs to be submitted by consultant or not as there is no advance payment to	It is clarified that an advance payment of 10% shall be made within 30 days after the receipt of an advance bank payment guarantee by the Client. Also please refer SCC 49.2.1 for further details.

CLARIFICATION NO. 1

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
			and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The Advance payments will be set off by the client in equal portions against the lump-sum instalments specified in the SCC until said advance payments have been fully set off. **SCC Clause 49.2.1** The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment of 10% shall be made within 30 days after the receipt of an advance bank payment guarantee by the client. The advance payment shall be recovered by deducting 15% of each payment until the advance payment is set off.	be made to the consultant.	
10.		SCC Clause 49.2.1 page 127	**SCC Clause 49.2.1** The following provisions shall apply to the advance payment and the advance bank payment guarantee: An advance payment of 10% shall be made within 30 days after the receipt of an advance bank payment guarantee by the client. The advance payment shall be recovered by deducting 15% of each payment until the advance payment is set off.	We understand that the consultant has to pay an advance payment of 10% and that advance payment shall be recovered by deducting 15% of each payment until setting off of the advance payment. **We request you to clarify:** 1. If Advance payment of 10% is made by the then why client will deduct 15% from each payment for recovering advance payment. **We request you to modify the clause as per standard world bank format:** The following provisions shall apply to the advance payment and the advance bank payment guarantee: An advance payment of 10% shall be made within 30	The provision remains unchanged. Considering large variations in the percentages of payment for various deliverables, deductions in equal proportions are not considered appropriate.



CLARIFICATION NO. 1

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
				days after the receipt of an advance bank payment guarantee by the client. The advance payment will be recovered by the client in equal portions against payment until the advance payment is set off.	
11.		14.1.2 & 14.1.3 for time based contracts only	Key Experts and their qualifications and required inputs The Consultant's proposal must include the minimum Key Experts' time-input of 26.5 person-months	The total no. of key Experts man-month input given in the RFP are 26.5 person months. Since the proposal is invited on Lum-sum basis, we understand that each of the Key expert, including the Team Leader there is no minimum mandatory requirement of On-site man-month, and the Applicants are free to propose On Site & Off-site dedication as per the Work Plan and Expert deployment schedule derived out of the Approach & Methodology for accomplishing the ToR objective and results expected. Kindly Confirm on explicit basis.	Consultants shall submit both Work Plan as well as Manning/Personnel Schedule (showing both on-site and off-site inputs by each expert) as part of their bid . Also please refer to response to query SN 4.
12.		17.1 page No 35	**17.1** The Consultants "shall not" have the option of submitting their proposal electronically	Since electronic submission option is not allowed given, we request authority to **allow the same**	The provision remains unchanged.
13.		21.1 (For FTP) page 36	**(i) Specific experience of the consultant (as a firm) revelent to the Assignment:** a) Experience in similar project 10	We request the authority to provide break-up of the Technical Marking point system for evaluation of a) Experience in similar project-10	Similar projects are projects with similar nature, size and complexity, relevant to the proposed assignment. Please refer to Section 4 (Firm's requirement and team composition) of the TOR.
14.		PHASE-3: Assistance	The TA, considering the institutional review during phase 1, shall conduct 3 workshops for building capacity of DoR	We understand that the 4 (four) no. of workshops need to be conducted for Capacity building of DoR's	It is clarified that the consultant shall execute the activity in

CLARIFICATION NO. 1

<table>
<tr><th>No.</th><th>Document</th><th>Chapter/ Section</th><th>Subject/ title/Item</th><th>Queries</th><th>Clarifications</th></tr>
<tr><td></td><td></td><td>until financial close of the Project Activity
3.2: Capacity Building page 83</td><td>at respective phases of this assignment in consultation with the DoR.
(i) Workshop 1A
(ii) Workshop 1B
(iii) Workshop 2
(iv) Workshop 3</td><td>officials. The Venue, and logistical requirements and cost or conducting workshops shall be done by DoR
Consultant shall only have to prepare the relevant material, arrange their own laptop/software requirements and be present at specific date and time
Kindly confirm our understanding</td><td>complete as per the TOR and bear all associated cost of the workshops.</td></tr>
<tr><td>15.</td><td></td><td>8. Terms of payment page 89</td><td>
<table>
<tr><th>Phase 7</th><th>Deliverable</th><th>percentage of payment 8</th></tr>
<tr><td>1</td><td>Upon approval of Inception Report</td><td>7.5%</td></tr>
<tr><td>1</td><td>Upon approval of Final Feasibility Study Report</td><td>15%</td></tr>
<tr><td>1</td><td>Upon completion of workshop 1A and 1B</td><td>2.5%</td></tr>
<tr><td>2</td><td>Upon approval of draft RFQ documents</td><td>5%</td></tr>
<tr><td>2</td><td>Upon approval of draft RFP documents along with draft PPP Agreement and its schedule, etc.</td><td>10%</td></tr>
<tr><td>2</td><td>Upon completion of workshop 2</td><td>2.5%</td></tr>
<tr><td>3</td><td>Upon approval of RFP process evaluation report</td><td>25%</td></tr>
<tr><td>3</td><td>Upon Financial close</td><td>22.5%</td></tr>
<tr><td>3</td><td>Upon completion of workshop 3</td><td>2.5%</td></tr>
<tr><td>3</td><td>Upon approval of close out report, case study and</td><td>7.5%</td></tr>
</table>
</td><td>We request authority to kindly reconsider the payment % for deliverables as per below:
<table>
<tr><th>Phase 7</th><th>Deliverable</th><th>percentage of Payment 8</th></tr>
<tr><td>1</td><td>Upon approval of inception report</td><td>10%</td></tr>
<tr><td>1</td><td>Upon approval of Final Feasibility study report</td><td>25%</td></tr>
<tr><td>1</td><td>Upon completion of workshop 1A & 1B</td><td>5%</td></tr>
<tr><td>2</td><td>Upon approval of draft RFP documents</td><td>5%</td></tr>
<tr><td>2</td><td>Upon approval of draft RFP documents along with draft PPP Agreement and its schedule, etc.</td><td>15%</td></tr>
<tr><td>2</td><td>Upon competitions of Workshop 2</td><td>5%</td></tr>
<tr><td>3</td><td>Upon approval of RFP process evaluation report</td><td>15%</td></tr>
<tr><td>3</td><td>Upon financial close</td><td>10%</td></tr>
<tr><td>3</td><td>Upon completion of workshop 3</td><td>5%</td></tr>
</table>
</td><td>The provision remains unchanged.</td></tr>
</table>

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No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
			project management plan	3 Upon approval of close out report, case study and project management plan 5%	
16.		GCC & SCC clause 49.2.1 page 118 & 127	49.2.1 The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment of 10% shall be made within 30 days after the receipt of an advance bank payment guarantee by the Client. The advance payment shall be recovered by deducting 15% of each payment until the advance payment is set off. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.	We understand that advance payment will be made against advance payment guarantee but as per SCC clause 49.2 we understand that in payment stages there is no advance payment. The first payment stage is on approval of inception report timeline for which is 3 weeks after TA contract signing (CS). Hence Request you to clarify whether advance payment guarantee needs to be submitted by consultant or not as there is no advance payment to be made to the consultant.	It is clarified that an advance payment of 10% shall be made within 30 days after the receipt of an advance bank payment guarantee by the Client.
17.		APPENDIX D- FORM OF ADVANCE PAYMENTS GUARANTEE page 134	Appendix D-Form of Advance Payment Guarantee: At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ____[amount in figures] ( ) [amount in words] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant: **(a) has failed to repay the advance payment in accordance with the Contract conditions,**	We understand that point no (a) of **Appendix D-form of Advance payment guarantee** mentions that in case beneficiary demands that consultant is in breach of its obligations under the contract & the breach of the obligations of the consultant is caused because the consultant has failed to repay the advance payment. In this case we understand that when consultant will get advance payment the said advance payment will be adjusted against the payment received by the consultant under the contract. Hence we request authority to clarify whether advance payment is adjusted against the payment of	It is clarified that the 15% of each Interim Payment Certificate will be deducted until the advance payment is fully recovered.

CLARIFICATION NO. 1

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
			specifying the amount which the Consultant has failed to repay; (b) has used the advance payment for purposes other than toward providing the Services under the Contract.	consultant or the consultant has to repay the advance payment.	
18.		Data sheet 14.1.2	Estimated input of Key Experts' time-input: 26.5 person-months.	Given the similar scope of works at the EOI stage, the input has been, decrease and changes in the profile of the experts as well. Any rational for such changes?	It is clarified that the length of the road for PPP model procurement is considerably reduced which resulted in reduction of input of experts.
19.		Data sheet 16.3	**"Information on the Consultant's tax obligations in the Client's country can be found from Inland Revenue Department of Government of Nepal; website: 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 ... "	• We understand that that 70% is paid to the consultant whereas rest 30% directly deposited in Government's VAT account. Please confirm. Also, what are the procedures to claim excess VAT by the Consultant? Where can this be looked for? • Since, the lead firm is from India, Nepal and India have signed the Double Taxation Avoidance Agreement (DTAA), what kind of taxation procedure applies in such cases. Where can we find such documents? Is it available is Inland Revenue Department, Nepal (http://www.ird.gov.np)?	Please refer Amendment No. 1. Please refer to https://ird.gov.np/ for details on double taxation.
20.		Data sheet 16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to **three foreign currencies**	Are the India based companies paid in USD and the USD can be remitted to India? Please confirm.	Please refer to ITC Datasheet 16.4 for currencies of payment. Please refer to response to query SN 2. .
21.		Data sheet 17.7	The Proposals must be submitted no later than	Given the nature of this kind of services by the Client	Please refer Amendment No.1.



CLARIFICATION NO. 1

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
		and 17.9	Date: 30 March 2023 Time: 12:00 hours (Local Time)	for the first time in Nepal, we need more time to understand the requirements and expectation of the Client. Hence, a time extension of two weeks is requested for submission of competitive proposal.	
22.		Data sheet 21.1 (for FTP)	(iv) Transfer of knowledge (training) program (relevance of approach and methodology): Total points for criterion (iv):5	There is no Provisional Sum to address this requirement. We suggest for such sum to be added as PS item.	The provision remains unchanged.
23.		Data sheet 21.1 (for FTP)	Other Key Expert 1) General qualifications (general education, training, and experience): 20% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 80% Total weight: 100%	Who are there other Key Experts other Key Experts whose input is 26.5 person-months?	Please refer Amendment No.1
24.		Data sheet 21.1 (for FTP)	3) Relevant experience in the region 10 %	Kindly elucidate the term "region" that is used here and what comes under it?	It is clarified that the region includes: • Experience in South Asian Countries
25.		Section 3	Technical Proposal - Standard Forms	Kindly confirm that there is page limits for each of the forms for FTP.	It is clarified that there is no page limit for technical proposal.
26.		Section 3	FORM TECH-6 (FOR FTP AND STP) TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS	• Please confirm that **One (1) month equals twenty two (22) working (billable) days**? i.e. Saturdays and Sundays are non-working, non-billable days. • Can a fraction of billable days can be claimed i.e.	Please refer Amendment No.1. The contract is lump sum based, so the second query is not relevant.



CLARIFICATION NO. 1

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
			2 Months are counted from the start of the assignment/ mobilization. **One (1) month equals twenty two (22) working (billable) days.** One working (billable) day shall be not less than eight (8) working (billable) hours.	0.25 person-days, 0.5 person days etc. based on the number of hours worked, please confirm.	
27.		Section3	FORM TECH-6 (FOR FTP AND STP) TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.	Kindly confirm that there is also the provision of **Home** input under this assignment, if so what could be the minimum that Consultant can propose for the assignment for each of the Key experts?	The client expects that the consultant shall submit the scientific and practical work plan and staffing schedule for the professional output. Please submit both work plan and static schedule (with both field and home inputs) as part of the bid
28.		Section 3	FORM TECH-6: CURRICULUM VITAE (CV) Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.	Kindly confirm that digital/scanned signature is allowed for the expert and the authorised representative, as these experts will be different locations at the time of RFP preparation and submission.	Scanned copy of signed CV with date by experts will be accepted.
29.		Section 8/ SCC 24.1	Conditions of Contract and Contract Forms (Lump-Sum) The insurance coverage against the risks shall be as follows: (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a	What are the minimum coverage that is required for this and kindly refer to the law in Nepal that reflects this?	Please refer this link for the details on insurance. https://nib.gov.np/directive/

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No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
			minimum coverage of **in accordance with the applicable law in the Client's country**; (c) Third Party liability insurance, with a minimum coverage of **in accordance with the applicable law in the Client's country**.		
30.		Section 7 TOR, page 83	Activity 3.2: Capacity Building (b) The TA, considering the institutional review during Phase 1, shall conduct 3 workshops for building capacity of DoR at respective phases of this assignment in consultation with the DoR	• As there is no Provisional Sum for the workshop, we request you to keep the cost towards it under Provisional sum, so that the bidders do not put skewed values, if suggested to bid for it. • What are the participants number for each of the workshops mentioned in the ToR?	• The provision remains unchanged. • Please refer Clarification No.5.
31.		17.7 and 17.9 page 35	The Proposals must be submitted no later than **Date**: 30 March 2023 **Time: 12:00 hours (Local Time)**	It is kindly requested that the proposal submission date be extended by 15 working days from the date of responses to the queries and clarifications received.	Please refer Amendment No.1.
32	17.7 and 17.9	Section 2. Instructions to Consultants E. Data Sheet	The Proposals must be submitted no later than: Date: 30 March 2023 Time: 12:00 hours (Local Time)	We request that the due date for bid submission be extended to **14 April 2023** instead of 30 March 2023, to enable the TA/ Consultant to suitably incorporate the changes pursuant to the clarifications to the queries.	Please refer Amendment No.1.
33	19	17.1 Submission, Sealing, and Marking of Proposals	The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.	We request the client for modification of the clause to also indicate the responsibility of the tender authority to maintain confidentiality. Hence, we request to modify the clause accordingly.	The provision remains unchanged. The purpose of the provisions shall be maintained by all parties.
34	21	18.1 Confidentiality	**18.1** From the time the Proposals are opened to the time	We request client for modification of the clause to also indicate the responsibility of the tender	The provision remains unchanged.



<table>
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<tr><td></td><td></td><td></td><td>the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.</td><td>authority to maintain confidentiality. Hence, we request to modify the clause accordingly.</td><td></td></tr>
<tr><td>35</td><td>89</td><td>8 Terms of Payment</td><td>
<table>
<tr><th>Phase</th><th>Deliverable</th><th>Percentage of Payment</th></tr>
<tr><td>1</td><td>Upon approval of Inception Report</td><td>7.5%</td></tr>
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<tr><td>2</td><td>Upon approval of draft RFP documents along with draft PPP Agreement and its schedules, etc.</td><td>10%</td></tr>
<tr><td>2</td><td>Upon completion of Workshop 2</td><td>2.5%</td></tr>
<tr><td>3</td><td>Upon approval of RFP process evaluation report</td><td>25%</td></tr>
<tr><td>3</td><td>Upon financial close</td><td>22.5%</td></tr>
<tr><td>3</td><td>Upon completion of</td><td>2.5%</td></tr>
</table>
</td><td>Since most of the efforts and time of Consultant team shall be spent in Phase I and Phase II, we request the terms of payment be modified to better reflect the efforts expended by TA amended as below:
<table>
<tr><th>Phase</th><th>Deliverable</th><th>Percentage of Payment</th></tr>
<tr><td>1</td><td>Upon approval of Inception Report</td><td>10%</td></tr>
<tr><td>1</td><td>Upon Submission of Final Feasibility Study report</td><td>20%</td></tr>
<tr><td>1</td><td>Upon approval of Final Feasibility Study Report</td><td>10%</td></tr>
<tr><td>1</td><td>Upon completion of Workshop 1A and 1B</td><td>5%</td></tr>
<tr><td>2</td><td>Upon approval of draft RFQ documents</td><td>10%</td></tr>
<tr><td>2</td><td>Upon approval of draft RFP documents along</td><td>20%</td></tr>
</table>
</td><td>The provision remains unchanged.</td></tr>
</table>

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No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
			<table><tr><td></td><td>Workshop 3</td><td></td></tr><tr><td>3</td><td>Upon approval of Close out Report, Case Study and Project management plan</td><td>7.5%</td></tr></table>	<table><tr><td></td><td>with draft PPP Agreement and its schedules, etc.</td><td></td></tr><tr><td>2</td><td>Upon completion of Workshop 2</td><td>**5%**</td></tr><tr><td>3</td><td>Upon approval of RFP process evaluation report</td><td>**10%**</td></tr><tr><td>3</td><td>Upon financial close</td><td>**5%**</td></tr><tr><td>3</td><td>Upon completion of Workshop 3</td><td>2.5%</td></tr><tr><td>3</td><td>Upon approval of Close out Report, Case Study and Project management plan</td><td>**2.5%**</td></tr></table>	
36	105	18 Suspension	18.1 The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.	We request client for modification of clause to indicate inclusion of 15 day notice period prior to suspension in the clause. Hence, we request to modify the clause accordingly.	The provision remains unchanged.
37	110	27 Proprietary Rights of the Client in Reports and Records	27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property	We request client for modification of clause to indicate that Consultant retains rights in all deliverables with limited right to client. Hence, we request to modify and include in the clause that all pre-existing IP utilised in deliverables will continue to vest solely with the Consultant.	The provision remains unchanged.

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No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
			of the Client.		
38	123	III. Special Conditions of Contract	1.1(a) **The Contract shall be construed in accordance with the law of Nepal**	We request for modification of clause to indicate some neutral territory such as United Kingdom and the clause be amended as: The Contract shall be construed in accordance with the law of **United Kingdom**	The provision remains unchanged.
39	124	III. Special Conditions of Contract	23.1 The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "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 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.	We request addition of the following clause in the clause: *In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.* *The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement*	The provision remains unchanged.

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No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
40	125	III. Special Conditions of Contract	23.1 …..*the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses….*	We request deletion of below paragraph/ statement from clause 23.1 *….. the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses….*	The provision remains unchanged.
41	128	III. Special Conditions of Contract	53.1 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:	Arbitration to only be conducted by sole arbitrator to be mutually appointed, failing which such arbitrator shall be appointed as per the Arbitration and Conciliation Act 1996. Hence, we request modification of clause accordingly.	The provision remains unchanged.
42	75	Activity 1.1: Technical due diligence of the Project	(c) Expeditiously advise DoR to conduct any additional technical studies based on the gaps identified in DD and ESIA reports required for preparation of a detailed comprehensive feasibility study for the Project in accordance with the international best practices.	Please clarify whether TA shall be involved in preparation of any technical studies such as DD, ESIA reports, etc.	Detailed Engineering design and ESIA are at the final stage which is carried out by other consultants. TA will review these documents and notify the Client if there are any deficiencies. Any additional technical studies, if required, will be conducted by the Client.
43	75	Activity 1.1: Technical due diligence of the Project	(g) Prepare technical specifications for construction of the Project pursuant to review of the DD report and in accordance with the best international practices.	Please clarify whether TA shall be required to prepare technical specifications/ schedules or update the existing technical specifications/ schedules for	TA shall review the technical specifications provided in the Detail Design Report and then prepare the technical specification schedule fit for procurement of the project as a



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<tr><td>44</td><td>86</td><td>4. Firm's requirement and Team Composition</td><td>
<table>
<tr><th>Key Expert</th><th>*Indicative person-month input of the Key Expert</th><th>Academic Qualifications / Professional Experience</th></tr>
<tr><td>Team Leader and PPP Transaction Expert</td><td>8.0</td><td>• Post-graduate degree in management, economics, finance or engineering field.
• 10 years of professional experience as team leader for PPP Transaction Advisory Services for transport infrastructure projects.
• 15 years of demonstrated experience in providing PPP Transaction Advisory Services/development of large infrastructure projects on PPP basis including extensive experience in project structuring; risk analysis,</td></tr>
</table>
</td><td><u>Modification in experience as Team Leader criteria</u>

Since not many PPP projects in road sector, we request to relax the requirement of 10 years of professional experience as team leader and revised the criteria to <u>5 years of professional experience as team leader</u></td><td>The provision remains unchanged.</td></tr>
</table>

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<tr><td></td><td></td><td></td><td>allocation and management; project agreements; bid process management including preparation of bidding process documentation and post-bid process monitoring. Successful project preparation and transaction up to financial close of 7 PPP projects. Experience in Highway Sector PPP projects will be an additional merit.</td><td></td><td></td></tr>
<tr><td>45</td><td>87</td><td>4. Firm’s requirement and Team Composition</td><td>Key Expert | *Indicative person-month input of the Key Expert | Academic Qualifications / Professional Experience
Sr. Legal Expert | 4.0 | • Under-graduate degree in Law, with excellent knowledge of the locally applicable laws in the infrastructure, environment and road transport sectors
• 15 years of professional experience in advising the clients in</td><td><u>Modification in professional experience criteria</u>
• Also, we request to relax the requirement of 15 years of professional experience in advising the clients in infrastructure projects and revised the criteria to <u>10 years</u> of professional experience in advising the clients in infrastructure projects.

<u>Modification in PPP experience criteria</u>

Since there are limited PPP projects in road sector in Nepal, we request relaxation of requirement of Demonstrated experience in drafting concession agreements for at least 5 PPP projects out of which 3 projects should be road sector projects or relax the requirement of excellent knowledge of the locally applicable laws as the international legal expert may</td><td>The provision remains unchanged.</td></tr>
</table>

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No.	Document	Chapter/ Section	Subject/ title/Item			Queries	Clarifications
					infrastructure projects. • Demonstrated experience in drafting concession agreements for at least 5 PPP projects out of which 3 projects should be road sector projects.	not have such experience.	
46	87	4. Firm's requirement and Team Composition	**Key Expert**	***Indicative person-month input of the Key Expert**	**Academic Qualifications / Professional Experience**	We request relaxation of requirement of 10 years of experience in preparing the technical schedules, including performance parameters/KPIs, for the roads and highway projects under PPP and revised the **criteria to 10 years of professional experience in providing engineering services in the roads and highway projects under PPP.**	The provision remains unchanged.
			Engineering Expert	4.0	• Under-graduate degree in Civil Engineering or related field, with a relevant post-graduate qualification in road or highway engineering. • 15 years of demonstrated experience in road design and cost estimation. Relevant qualifications and experience in road designing, road project management, operations and maintenance projects in general. • 10 years of experience in preparing the technical schedules, including		

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			performance parameters/KPIs, for the roads and highway projects under PPP.		
47	35	Section 2. Instructions to Consultants E. Data Sheet	16.4 The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in the Client's country currency (local currency): Yes.	We request the Client to confirm that payments may be expressed in two currencies i.e. USD and Nepalese Rupee (for local costs) in the Financial Proposal. All the payments including local costs shall be received by TA/ Consultant in USD in suitable account located in India, domestic region of lead Consultant/ TA. Payment to local team members/ partners shall be made from lead consultant's domestic account located in India.	The provision remains unchanged.
48	NA	NA	General query – Clause on Sanctions	We request the inclusion of the following Clause on Sanctions in the proposed agreement: "As of the date of this agreement, (a) neither you nor any of your subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) you are not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or	The provision remains unchanged.

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
				indirectly, 50% or more of you. For so long as this agreement is in effect, you will promptly notify CRISIL if any of these circumstances change. If CRISIL reasonably determines that it can no longer avail services from you in accordance with applicable law, then CRISIL may terminate this agreement, or any particular services, immediately upon written notice to you"	
49	NA	NA	General query – Clause on Anti-bribery and corruption	We request the inclusion of the following Clause on Anti -Bribery and Corruption in the proposed empanelment agreement: "Each party represents, warrants and undertakes that: a. It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing services under the agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii)	The provision remains unchanged.

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
				financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private. b. Each party shall, adhere to applicable anti-bribery and corruption laws. c. Each party shall, immediately upon becoming aware of them, give the other party all details of any non-compliance with Clause (a) and Clause (b). It is a condition of this agreement that each party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this agreement, or that part of this agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy."	

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50		Clause 4 of TOR, Pg No. 85	10 years of standing in consulting services in the road transport sector; and; ii) experience of **Transaction Advisory Services** for an **Eligible PPP Project4** having an estimated capital cost (excluding land) not less than USD 80 million or equivalent.	**We request the esteemed authority to kindly amend the clause as:** 10 years of standing in consulting services in the road transport sector; and; ii) experience of **Transaction Advisory Services for an Eligible PPP** Project having an estimated capital cost (excluding land) not less than **USD 30 million** or equivalent.	The provision remains unchanged.
51		Clause 17 of GCC, Pg No. 103	**Force Majeure** For the purposes of this Contract……. required hereunder	We request the esteemed authority **that Force majeure definition to cover Pandemic/epidemic also.** **Kindly confirm.**	The provision remains unchanged.
52		Clause 19 (b) of GCC, Pg No. 106	**Termination** **By the Consultant:** The Consultant may terminate……specifying such breach.	We request the esteemed authority to kindly allow the Consultant to be able to terminate the contact at his own will at unavoidable circumstances.	The provision remains unchanged.
53		Clause 22 of GCC Pg No. 109	**Confidentiality** Except with the prior written……. result of, the Services.	We request the esteemed authority also to maintain the confidentiality.	The provision remains unchanged.
54		Clause 23.1 (a) of SCC Pg No. 124	**Limitation of Liability:** Limitation of the Consultant's Liability towards the Client: Except in the case of gross negligence……. to the Client: i. for any indirect or consequential loss or damage; and for any direct loss or damage that exceeds **[insert a multiplier, e.g.: one, two, three]** times the total value of the Contract;	We request the esteemed authority to confirm that the Liability to be limited to **one time the total value of the Contract.** **Kindly confirm**	Please refer Amendment No.1.
55		Clause 53.1 (2) & (5) of SCC Pg No. 129	**Rules of Procedure:** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL)	We request the esteemed authority that the proceedings to be conducted at SIAC as per the SIAC Rules.	The provision remains unchanged. Location of arbitration will be decided during contract negotiations.

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			as in force on the date of this Contract. **Miscellaneous:** In any arbitration proceeding hereunder: a) proceedings shall…..be held in…. b) the English language shall be the official language for all purposes the decision of the sole……of such enforcement.	**Kindly confirm**	
56		Clause 17.7 and 17.9 of date sheet; Pg No. 35	The Proposals must be submitted no later than: **Date: 30 March 2023** **Time: 12:00 hours (Local Time)**	To prepare comprehensive proposal we request the esteemed authority to kindly extend the date of submission date by at least **15 days** from the receipt of response to the Clarification received by the Consultant from esteemed authorities' end.	Please refer Amendment No.1.
57	31	E. Data Sheet 2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Design Report of Kamala Dhalkebar Pathlaiya Road Section	Request the client to share the report via Email	Please find the draft design report in https://dor.gov.np/dorfcb/publication/report-of-project-under-srctip-dcid/draft-main-design-report-kdp
58	74	Section 7. Terms of Referenc (ToR) 3. Scope of Work	The Feasibility Study and PPP Project Structuring (Phase-1 of the scope of work for the TA) excludes the conduct of Detailed Design Study and Environmental and Social Impact Assessment (ESIA) study for which the DoR has engaged consultants separately and will make available outputs of the same to the Transaction Advisor under the guidance of DoR.	Request the client to provide the timelines for selection and execution of work by DD & ESIA consultants.	It is clarified that the DD and ESIA consultants are executing their respective works and is almost in report finalization stage.
59	75	Section 7. Terms of	Prepare technical specifications for construction of the Project pursuant to review of the DD report and in	We request the client to clarify if technical specifications are related to the Schedules of Concession Agreement.	Yes.

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No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
		Reference (ToR) 3. Scope of Work Activity 1.1 (g): Technical due diligence of the Project	accordance with the best international practices		
60	76	Section 7. Terms of Reference (ToR) 3. Scope of Work 1.2.1 Legal, Regulatory and Institutional Review	Study and review the status of land ownership, acquisition and procurement, if needed, for the Project's right of way.	Request the Client to clarify who will perform the study for land ownership and land acquisition because there is no any social expert allocated in the key expert list. Does the TA consultant need to perform the land acquisition survey and identify volume of land to be acquisition by superimposing the corresponding cadastral map and road alignment or a separate consultant will do this task and only review will be done by the TA Consultant?	It is clarified that the TA will only carry out the study and review of status of land ownership and acquisition carried out by ESIA consultant.
61	79	Section 7. Terms of Reference (ToR) 3. Scope of Work 1.4.4 Value for money(VfM) and Affordability analysis	A Value for Money (VfM) analysis will be carried out by comparing a risk-adjusted public sector comparator (PSC) model and the PPP reference model for the chosen or considered PPP structures.	Considering the limited history of PPP projects in Nepal, particularly in highway sector, request the client to clarify if the PPP reference model & public sector comparator be used from other countries.	Please note PPP reference model here means the model for this project i.e. BP project. For PSC model the information pertaining to road sector projects in Nepal shall be used. TA may request or take assistance of DoR to collect such information

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No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
62	80	Section 7. Terms of Reference (ToR) 3. Scope of Work Activity 1.5: Market Sounding	In summary, the TA will organize consultation meetings with concerned stakeholders, including, but not limited to, potential equity partners, investors, lenders and guarantors to fulfil the market sounding requirements. The conclusions drawn from these consultation meetings shall be taken into account in finalising the comprehensive feasibility report and in designing the PPPtransaction	Considering the limited local capacity to execute the project, it might be prudent for the consultant to explore international players for market sounding. Thus, we request the client to revise the clause to: In summary, the TA will organize consultation meetings with concerned stakeholders, including, but not limited to, potential equity partners, investors, lenders and guarantors to fulfil the market sounding requirements. **Stakeholders from maximum of 3 countries to be covered.** The conclusions drawn from these consultation meetings shall be taken into account in finalizing the comprehensive feasibility report and in designing the PPP transaction	Regarding market sounding with investors and lenders the TA shall cover both domestic as well as international players
63	83	Section 7. Terms of Reference (ToR) 3. Scope of Work Activity 3.2: Capacity Building	The TA, considering the institutional review during Phase 1, shall conduct 3 workshops for building capacity of DoR at respective phases of this assignment in consultation with the DoR	Request authority to kindly confirm if the cost of logistics and setting up of these training / stakeholder workshops will be borne by the authority. If not, request the authority to provide the number of participants expected for each workshop.	Refer to Clarification no.5.
64	86	Section 7. Terms of Reference (ToR) 4. Firm's	**Project Finance Expert** • Post-graduate degree in Finance/Financial Engineering, Master of Business Administration, Business Economics or any other relevant field. • 15 years of demonstrated experience in financial	The minimum 15 year criteria may be a bit restrictive for the available talent pool with significant experience for financial analysis & modelling in highway PPP sector. Thus, request the client to revise the criteria to:	The provision remains unchanged.

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No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
		requirement and Team Compositio n Key Experts Table	modelling/ structuring, risk assessment, allocation and management of large infrastructure projects on PPP, value for money analysis, project costing and revenue forecast, development of financing plans, tendering arrangements, global insurance and guarantee products, etc., with relevant PPP and project finance experience until financial close and successful contract award of 5 PPP projects. Experience in Highway Sector PPP projects will be an additional merit.	• Post-graduate degree in Finance/Financial Engineering, Master of Business Administration, Business Economics or any other relevant field. • **10 years** of demonstrated experience in financial modelling/structuring, risk assessment, allocation and management of large infrastructure projects on PPP, value for money analysis, project costing and revenue forecast, development of financing plans, tendering arrangements, global insurance and guarantee products, etc., with relevant PPP and project finance experience until financial close and successful contract award of 5 PPP projects. Experience in Highway Sector PPP projects will be an additional merit.	
65	87	Section 7. Terms of Reference (ToR) 4. Firm's requirement and Team Compositio n Key Experts Table	**Sr. Legal Expert** • Under-graduate degree in Law, with excellent knowledge of the locally applicable laws in the infrastructure, environment and road transport sectors • 15 years of professional experience in advising the clients in infrastructure projects. • Demonstrated experience in drafting concession agreements for at least 5 PPP projects out of which 3 projects should be road sector projects.	Considering the Hybrid Annuity Model has been incorporated in multiple other countries and leveraging the knowledge and expertise of such international laws will help further strengthen the modified PP structure, request the Client to revise the Academic Qualifications/ Professional Experience for Sr. Legal Expert to: • Under-graduate degree in Law, **with international experience of working under** laws in the infrastructure, environment and road transport sectors • 15 years of professional experience in advising	The provision remains unchanged.

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• Demonstrated experience in drafting concession agreements for at least 5 PPP projects out of which 3 projects should be road sector projects.</td><td></td></tr>
<tr><td>66</td><td>89</td><td>Section 7. Terms of Reference (ToR)

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<tr><td>2</td><td>Upon approval of draft RFQ documents</td><td>5%</td></tr>
<tr><td>2</td><td>Upon approval of draft RFP documents along with draft PPP Agreement and its schedules, etc.</td><td>10%</td></tr>
<tr><td>2</td><td>Upon completion of Workshop 2</td><td>2.5%</td></tr>
<tr><td>3</td><td>Upon approval of RFP process evaluation report</td><td>25%</td></tr>
<tr><td>3</td><td>Upon financial close</td><td>22.5%</td></tr>
<tr><td>3</td><td>Upon completion of Workshop 3</td><td>2.5%</td></tr>
<tr><td>3</td><td>Upon approval of Close out Report, Case Study and Project management plan</td><td>7.5%</td></tr>
</table>
</td><td>Considering a significant proportion consultant's effort will be required in the Phase-1 & Phase-2 of this assignment, request the Client to revise the payment timelines to the following:
<table>
<tr><th>Phase</th><th>Deliverable</th><th>Percentage of Payment</th></tr>
<tr><td>1</td><td>Upon approval of Inception Report</td><td>10%</td></tr>
<tr><td>1</td><td>Upon approval of Final Feasibility Study Report</td><td>15%</td></tr>
<tr><td>1</td><td>Upon completion of Workshop 1A and 1B</td><td>5%</td></tr>
<tr><td>2</td><td>Upon approval of draft RFQ documents</td><td>5%</td></tr>
<tr><td>2</td><td>Upon approval of draft RFP documents along with draft PPP Agreement and its schedules, etc.</td><td>10%</td></tr>
<tr><td>2</td><td>Upon completion of Workshop 2</td><td>5%</td></tr>
<tr><td>3</td><td>Upon approval of RFP process evaluation report</td><td>25%</td></tr>
<tr><td>3</td><td>Upon financial close</td><td>15%</td></tr>
</table>
</td><td>The provision remains unchanged.</td></tr>
</table>

Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Development Cooperation Implementation Division
STRATEGIC ROAD CONNECTIVITY AND TRADE IMPROVEMENT PROJECT (SRCTIP)
CLARIFICATION ON REQUEST FOR PRPOSAL (RFP)
Contract No. SRCTIP-DoR-CS-QCBS-28

CLARIFICATION NO. 1

No.	Document	Chapter/ Section	Subject/ title/Item	Queries	Clarifications
				3 | Upon completion of Workshop 3 | 5% 3 | Upon approval of Close out Report, Case Study and Project management plan | 5%	
67	-	-	The Proposals must be submitted no later than: Date: 30 March 2023 Time: 1200 Hours Local Time	In order to provide a quality and competitive proposal and to give sufficient time to Consultants to incorporate responses to pre-bid queries, we request the authority to kindly provide an extension of 2 week: in bid submission deadline and revise the clause to: The Proposals must be submitted no later than: Date: 13 April 2023 Time: 1200 Hours Local Time	Please refer Amendment No. 1.