

1st Amendment of Request for Proposal (RFP)

Date of Publication: 22nd October 2020 (06/07/2077)

Nepal Oil Corporation Limited has made the amendment in the RFP document of RFP/NOC/Engg/Kathmandu-01/2077-078 published on 29th September 2020 (13/06/2077) for the “*Supervision of Vertical HSD Storage Tank for Extension of Pokhara Fuel Depot at Gagangauda, Pokhara*”. Please find the amended document from www.noc.org.np



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Engineering and Projects Department

Amendment and Clarification to Request for Proposal (RFP)

RFP/NOC/Engg/Kathmandu-01/2077-078

Date of Publication: 22nd October 2020 (06/07/2077)

Nepal Oil Corporation Limited has made the following amendment and clarification in the RFP document of RFP/NOC/Engg/Kathmandu-01/2077-078 published on 29th September 2020 (13/06/2077) for the "Supervision of Vertical HSD Storage Tank for Extension of Pokhara Fuel Depot at Gagangauda, Pokhara." as follows:

Table1: Amendment to Request for Proposal (RFP)

SN	Article No./ Heading	Existing provision	Amendment made
1.	Section7- Terms of Reference (ToR)	9. LIQUIDATED DAMAGE The consultant shall pay liquidated damages to the client at the rate of 0.05% of contract price per day to maximum of 10% of sum settled in the agreement. If the consultant is not able to complete specified task within specified time frame in contract. Each job are independent jobs, so the consultant should complete each job independently. However, <i>retention money of 10% will be withhold</i> till the time of completion of the Job.	9. LIQUIDATED DAMAGE The consultant shall pay liquidated damages to the client at the rate of 0.05% of contract price per day to maximum of 10% of sum settled in the agreement. If the consultant is not able to complete specified task within specified time frame in contract. Each job are independent jobs, so the consultant should complete each job independently. However, <i>retention money of 5% will be withhold</i> till the time of completion of the Job.
2	Section7- Terms of Reference (ToR)	5. DELIVERABLES AND REPORTING	5. DELIVERABLES AND REPORTING e. Design Review/Verification Report Design Review/ Report shall be submitted to the client with 3 (Three) hardcopies along with electronic copy. f. Weekly Progress Report Weekly Progress Report shall be submitted to the client with 3 (Three) hardcopies along with electronic copy.
3.	Section7- Terms of Reference (ToR)	3.2/ b. CONSULTANT will report progress of the project on a monthly (from HO / RO) and weekly basis (from site), as applicable.	3.2/ b. CONSULTANT will report progress of the project on a monthly (from HO / RO) and weekly basis (from site).
4	PART:1/E. DATA SHEET/ 17.5	The Consultant must submit: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.	The Consultant must submit: (a) Technical Proposal: one (1) original and one (1) additional copy. (b) Financial Proposal: one (1) original.



5	Section7- Terms of Reference (ToR)/ 6.TEAM COMPOSITION & EXPERT INPUT/NOTE:		Note: 6. Consultant must submit the CVs, proof of Academic certificate and experience for Non-Key Expert as stated in the respective section however only CV shall be acceptable in case of supporting staff.
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Table2: Clarification to Request for Proposal (RFP)

SN	Topic	Clause Reference	Query	Clarification
1.	Section7- Terms of Reference (ToR)	3.13 DURATION OF THE CONTRACT	The time schedule of the contract up to commissioning shall be: The contract duration of Project Management Consultant (PMC) shall be for a period of 1 months more than EPC Contractor. The contract duration of PMC shall be automatically extended on the same rates, terms & conditions for the time required to complete the job progress on the date of expiry of the contract.	As per ToR
2	Proposal submission date		Proposal must be received not later than; Date: 29 th October, 2020. Considering ongoing Corona Pandemic, travel restriction and upcoming Dashain festival we kindly request to extend the submission deadline at least by 10-15 day so that we could be able to submit quality proposal.	As per RFP
3	Section7- Terms of Reference (ToR)	3.3. ENGINEERING MANAGEMENT	d. Review of LSTK Contractor's engineering drawings and documents shall be carried out by the CONSULTANT at their Design center / Head office / LSTK Contractor's Office located in India.	As per ToR
4	Experience	Clause 21.1 Page 3-11	"the proof of experiences should be submitted separately for each work and incase of experiences certificate issued from non-government organization the amount off consulting fee shall be supported by TDS document. Since the consulting fee is already disclosed on the completion certificate/end user certificate issued by Client, is it still necessary to provide TDS document? Providing TDS documents for all the	As per RFP

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			<p>project references may cause a voluminous submission. Is providing TDS document is optional?</p>	
5	General Comments		<p>In order to have better understanding of the project, we kindly request to provide reference documents such as initial study documents, DPR and IEE study report of the project.</p>	<p>Professional expert is expected for completion of the Proposals.</p>
			<p>Please confirm that all field activities/other investigations shall be performed by Contractor and consultant shall witness/review/record as per agreed QA plans and certify their acceptability only.</p>	<p>Expect Industrial practice of construction as approved by NOC.</p>
6	ToR		<p>What if the design fail or we need to change the design and will take time so will there be additional time extension?</p>	<p>NOC expect highly efficient and energetic professional team composition formed by professional firm.</p>
7	ToR		<p>CONSULTANT shall undertake inspection at project site and also deploy sufficient safety officers at site. Safety officers of consultant shall supervise at the operating site with assistance of safety officers of LSTK contractor.</p>	<p>This RFP is independent with respect to contractor's terms of construction.</p>
8	ToR		<p>If there is time extension or delay due to contractor do consultant have to pay 0.05% Liquidity Damage.</p>	<p>As per RFP</p>
9	ToR		<p>Do we have to submit Non Key Expert CV?</p>	<p>Amended</p>
10	ToR		<p>19 months input of TL is full time input for implementation of project, there should be some input for TL for DLP period for verification and reporting in DLP Period.</p>	<p>DLP is the responsibility of the Firms</p>
11	ToR		<p>As consultant fee is paid monthly so we would like to request you to increase the payment mode 48% to 70%.</p>	<p>As per ToR</p>
12	ToR		<p>In PMC project at least one Full time documentation Engineer and 1 full time front desk staff is need for smooth execution of project</p>	<p>As per ToR</p>



			and prompt response the client requirements by TL.	
13	ToR		Design review can be done from their station by international expert but not clarify the no. of site visit required by international expert during implementation and DLP. In lump sum contract consultant need such to prepare their proposal.	The whole responsibility belongs to consultants in their own cost.
14	ToR		Consultant need to submit time sheet of its expert as it is lump-sum contract.	Documentation is required as per industrial Practice of construction.
15	ToR		PMC service are based on the assumption that all first line supervision and inspection work shall be responsibility of respective LSTK contractor. PMC role shall be limited to contract management, Quality Surveillance and system implementation. In such a circumstances how the terms and condition mentioned in S.N. 9. LIQUIDATED DAMAGE is applicable for PMC consultant as well as for which item of work it is applicable.	This RFP is independent with respect to contractor's terms of construction. Joint ownership and responsibility are expected from both contractor and consultant.